

Agreement No.	BK2052-004
Effective (NTP) Date	08/23/2023
Supplement Amount	\$69,215.22
Total Agreement Amount	CPFF \$865,838.77

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 4

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, and Supplemental Agreement #3 executed by LPA on December 13, 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 "C" 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", Consultant's 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 August 23, 2023. 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 December 14, 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

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 273,337.57	\$ 22,352.70	\$295,690.27	For actual direct labor costs
\$ 447,572.58	\$ 40,548.32	\$488,120.90	For indirect labor costs & direct expenses
\$ 75,713.40	\$ 6,314.20	\$82,027.60	For a fixed fee for profit
\$796,623.55	\$69,215.22	\$865,838.77	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.

EXHIBIT "A"

**Scope of Services with Schedule
Lexington East Viaduct
Project No. RRZ-TMT-1705(3)
CN: 61457
Supplemental Agreement No. 4**

This supplemental scope of services provides for added or modified work due to the right-of-way or utility negotiations, and work related to additional documents or revisions to existing documents for the project.

The PS&E Turn-In and Letting for this project has been adjusted and delayed many times throughout the design of the project, including extended ROW negotiations, and issues related to utility construction needed for the project. As of July 2023, the NEPA reevaluation needs to be completed, and right of way acquisition is in process. Some issues related to utility need for materials not made in America are being resolved.

NDOT schedule shows PS&E Turn-In date of July 14, 2023 and Letting date of December 14 2023. PSE package will be completed and submitted so it is in place at the conclusion of ROW acquisition and also the CE document approval.

I. PROJECT MANAGEMENT

NDOT is requesting that the Consultant attend weekly coordination meetings with NDOT staff to review progress and critical paths to completion.

The extension of the Consultant's contract will extend the periods of internal project administration.

The Consultant will complete quality control and quality assurance on deliverables to be completed under this Supplement. The hours for this effort are included in the estimated hours for the respective deliverable documents.

Project No. RRZ-TMT-1705(3)
CN: 61457 Lexington East Viaduct

Meetings for moving NEPA forward include:

- Project Coordination Meeting (PCM) 80 to be held by NDOT;
- Project Coordination Meeting (PCM) 90 to be held by NDOT;
- Other meetings with NDOT or FHWA as requested by NDOT.

II. UTILITY COORDINATION RELATED SERVICES AND MISCELLANEOUS UPDATES TO PLAN SHEETS AND FORMS

Utility coordination has resulted in some changes to the project plans. Furthermore, NDOT is requesting that a Status of Utilities be prepared and additional plan sheets be added for information of the construction contractor.

1. City owned streetlights to be built on the project will be fed by city of Lexington owned service lines that the city contracts out to NPPD to run and maintain. This powerline system will need to be added to the plan set as an item to be constructed as part of the project. The NPPD will be provided information on the plan for their review.
2. Utility coordination with Dawson County Public Power may be needed as there is likelihood that some materials needed will not comply with Buy America criteria. Furthermore, other materials may take time to acquire; this in turn may need adjustments to phasing plans. The Status of Utilities document will be prepared to summarize information from the coordination efforts.
3. Preparation of specific utility plan sheets (K sheets) that will include all existing utilities in plan and be identified and the expected changes that will be needed for project construction to take place.
4. Updates from the ROW negotiation phase and the Utility coordination phase require verification of plan sheets and project forms.

III. SURVEY SUPPORT

The Consultant's survey subconsultant will provide support, as directed by NDOT, for potential needs which may include staking of new right of way limits and additional survey for relocation of the City electrical facilities for NPPD.

IV. RIGHT-OF-WAY SUPPORT

The Consultant Design team will provide NDOT assistance for the Right-of-Way that may be requested by NDOT for these NDOT objectives:

1. ROW Encroachment Review to be completed by the LPA and NDOT;
2. Completion of ROW Acquisition and ROW Certificates to be completed by the LPA and NDOT.

The Consultant may need to prepare easements for utility relocations for which federal funds are being used.

Project No. RRZ-TMT-1705(3)
CN: 61457 Lexington East Viaduct

V. PS&E PLANS AND PROJECT DOCUMENTS

The project Letting has been delayed, and PS&E plans and supporting documentation were submitted for an earlier target Letting. This task will include review of documents that have already been put into other folders or have been emailed to previous NDOT Project Coordinators for this project. The Consultant will reupload all documents, even if unchanged from previous work, and revise the date of the document. This will give the NDOT assurance that the prior documents have been reviewed for accuracy and the files submitted are the most up-to-date current versions. NDOT has created a Sharefile folder "PSE folder" where the consultant will upload documents and plan pdf sets. (MicroStation and gpk files are being maintained on NDOT ProjectWise site.)

PS&E plans will include the plan updates and additions mentioned in this scope. The Consultant will assist NDOT in the overall PS&E package. The Consultant will also provide assistance and documents to NDOT staff to expedite their effort to let the project.

The Consultant will provide an opinion of factors that may affect contractor bids at the date of letting which could potentially cause bid price variance from historical norms. .

VI. SCHEDULE

The current schedule provided by NDOT in an email NDOT on July 17, 2023 is shown in the following table.

Activity	Original Schedule	Current Schedule
PS&E Turn-in	September 17, 2021	
Letting	November 4, 2021	

The Consultant understands from NDOT that the schedule is being compressed to maintain the date for the Letting.

Consultant will provide updated schedule upon receiving Notice-to-Proceed (issued August 23, 2023).

61457 Scope of Services Supplement 4 WSP v. 2023-08-22 with meetings.docx

Project No. RRZ-TMT-1705(3)
CN: 61457 Lexington East Viaduct

**SCOPE OF SERVICES
MILLER & ASSOCIATES
SUPPLEMENT NO. 4**

**PROJECT NUMBER: RRZ-TMT-1705(3)
CONTROL NUMBER: 61457
AGREEMENT NUMBER: BK2052-004
LEXINGTON EAST VIADUCT**

EXHIBIT A

TASKS AND TASK ASSIGNMENTS

Supplemental services will require the following major tasks:

1. Project Management and Quality Control
2. Right of Way

PROJECT MANAGEMENT AND QUALITY CONTROL

1. **Project Management.** This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Included are efforts to prepare and process invoices, prepare monthly progress reports.
2. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal.

SURVEY SUPPORT

The subconsultant will provide support, as directed by NDOT, for potential needs that were discussed in meeting with NDOT, and which may include staking of new right of way limits and additional survey for relocation of the City electrical facilities for NPPD.

RIGHT-OF-WAY SUPPORT

The Consultant Design team will provide NDOT assistance for the Right-of-Way that may be requested by NDOT for these NDOT objectives:

- ROW Encroachment Review to be completed by the LPA and NDOT;
- Completion of ROW Acquisition and ROW Certificates to be completed by the LPA and NDOT.

The Consultant may need to prepare easements for utility relocations where for which federal funds are being used.

SCHEDULE

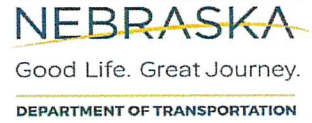
Work will be performed when directed. Consultant will provide a schedule upon receiving Notice-to-Proceed, which was issued August 23, 2023.

Staffing Plan (CPFF)

Enter General Project Type HERE

Project Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Consultant PM: Jane Jordan, 816-702-4236, jane.jordan@wsp.com
LPA RC: Dennis Burnside, City of Lexington, dburnside@cityoflex.com
NDOT PC: Asreen Karim, 402-479-3108, asreen.karim@nebraska.gov
Date: August 2, 2023

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



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SDES	Sr. Designer/Technician
2	PM	Program Manager	7	PI	Public Involvement Specialist
3	SENG	Sr. Engineer / Planner	8	ADM	Administrative
4	ENG	Engineer	9	UD1	User Defined 1
5	SDES	Sr. Designer	10	UD2	User Defined 2

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

BLENDED RATES TABLE

Template: T-WB-Generic Fee Proposal (rev 01-13-2023) CPFF

Employee Name	Job Title & Certifications ^[3]	Current Actual Salary Rate/Hr ^[4]	% Assigned
Principal			
		Blended Rate:	
Program Manager			
Jane Jordan	Project Manager	\$98.06	100%
		Blended Rate:	\$98.06
Sr. Engineer / Planner			
Jawad Gull	Bridge design	\$67.85	80%
Terry Coder	Utility Coordinator	\$64.71	15%
Dave Loduca	Lighting/Electrical	\$84.33	5%
		Blended Rate:	\$68.20
Engineer			
Daniel Mealiff	Engineer	\$42.62	100%
		Blended Rate:	\$42.62
Sr. Designer			
		Blended Rate:	
Sr. Designer/Technician			
		Blended Rate:	
Public Involvement Specialist			
		Blended Rate:	
Administrative			
Alyssa Holmes	Project Administrator	\$40.87	100%
		Blended Rate:	\$40.87

Estimate of Hours

Enter General Project Type HERE

Project Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Project Number: RRZ-TMT-1705(3)
Control Number: 61457
Consultant PM: Jane Jordan, 816-702-4236, jane.jordan@wsp.com
NDOT PC: Asreen Karim, 402-479-3108, asreen.karim@nebraska.gov
Date: August 2, 2023

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	SENG	ENG	SDES	SDES	PI	ADM	UD1	UD2	Total
I. Project Management		38	28	28				8			102
1. Project management (setup, client coordination)		8						8			16
2. Meetings		28	4	28							60
3. Quality control/Quality assurance (in other tasks)											
4. Coordination Meetings with NDOT		2	24								26
II. Utility Coordination & Plan/Form Update		37	14	142							193
1. Update plans for coordination issues		21	6	118							145
2. Status of Utilities Report, K sheets		16	8	24							48
III. Survey		4		8							12
1. Survey support post-negotiations		4		8							12
IV. Right of Way Support		4		8							12
1. Assistance for final documentation		4		8							12
V. PS&E Plans & Project Documents		22	10	6							38
1. Prior document review/verification		16	8	6							30
2. Bid Variance Assessment		6	2								8
Total Days		13.1	6.5	24				1			45
Total Hours		105	52	192				8			357.0

Direct Expenses

Enter General Project Type HERE

Project Name: Lexington East Viaduct
 Consultant: WSP USA Inc.
 Date: August 2, 2023

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

Subconsultants:			Amount
Miller & Associates			\$9,321.83
Subtotal			\$9,321.83
Printing and Reproduction:	Qty	Unit Cost	Amount
8.5 x 11	50	\$0.15	\$7.50
11 x 17	50	\$0.65	\$32.50
Subtotal			\$40.00
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:		\$0.655	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate + tax		\$116.00	
Motel - Omaha/Douglas Co. rate + tax		\$130.00	
Meals & Incidentals (NDOT Per Diem Rate, full days)		\$41.30	
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			\$9,361.83

Project Cost & Breakdown

Enter General Project Type HERE

Project Name: Lexington East Viaduct
 Consultant: WSP USA Inc.
 Consultant PM: Jane Jordan, 816-702-4236, jane.jordan@wsp.com
 NDOT PC: Asreen Karim, 402-479-3108, asreen.karim@nebraska.gov
 Date: August 2, 2023

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

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal			
Program Manager	105	\$98.06	\$10,296.30
Sr. Engineer / Planner	52	\$68.20	\$3,546.40
Engineer	192	\$42.62	\$8,183.04
Sr. Designer			
Sr. Designer/Technician			
Public Involvement Specialist			
Administrative	8	\$40.87	\$326.96
User Defined 1			
User Defined 2			
Ave. Salary Rate/Hour = \$62.61 ; Incl. OH+P = \$167.66		357	Subtotal \$22,352.70

DIRECT EXPENSES	Amount
Subconsultants:	\$9,321.83
Printing And Reproduction:	\$40.00
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	
Subtotal	\$9,361.83

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$22,352.70
Labor Cost Escalation Factor for Multi-year Projects (if allowed): n	
Overhead @ 139.39%	\$31,157.43
Facility Capital Cost of Money (FCCM) @ 0.130% (labor costs x FCCM%)	\$29.06
TOTAL COST	\$69,215.22

Staffing Plan (CPFF)

Preliminary & Final Design

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Lexington East Viaduct
SubConsultant: Miller & Associates, Consulting Engineers, P.C.
Sub PM: Kevin Petross
LPA RC: Dennis Burnside, City of Lexington, dburnside@cityoflex.com
NDOT PC: Asreen Karim 402-479-3108 asreen.karim@nebraska.gov
Date: August 4, 2023

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



#	Code	Classification	#	Code	Classification
1	PR	Principal	6	ENV	Environmental Scientist
2	PM	Project Manager	7	RLS	Registered Land Surveyor
3	SENG	Sr. Engineer	8	SPC	Survey Party Chief
4	ENG	Engineer	9	SUR	Surveyor I
5	SDES	Sr. Designer/Technician	10	ADM	Administrative

Overhead Rate ^[1]	174.96%
Fee for Profit Rate ^[2]	11.80%
FCCM (if applicable)	%

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			
Reed A. Miller	Principal	\$65.00	100%
		Blended Rate:	\$65.00
Project Manager			
Kevin Petross	Project Manager	\$50.00	100%
		Blended Rate:	\$50.00
Sr. Engineer			
Lucas J. Dutcher	Senior Engineer	\$50.00	100%
		Blended Rate:	\$50.00
Engineer			
Brandon M. Loughrin	Engineer	\$32.00	100%
		Blended Rate:	\$32.00
Sr. Designer/Technician			
Andrew C. Olson	Sr. Design Technician	\$27.00	100%
		Blended Rate:	\$27.00
Environmental Scientist			
		Blended Rate:	
Registered Land Surveyor			
Chad A. Dixon	RLS	\$34.00	100%
		Blended Rate:	\$34.00
Survey Party Chief			
		Blended Rate:	
Surveyor I			
Todd R. Schepler	Surveyor	\$27.00	100%
		Blended Rate:	\$27.00
Administrative			
Jacque S. Haupt	Admin	\$40.00	100%
		Blended Rate:	\$40.00

SubConsultant Hours

Preliminary & Final Design

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Lexington East Viaduct
SubConsultant: Miller & Associates, Consulting Engineers, P.C.
Sub PM: Kevin Petross
NDOT PC: Asreen Karim 402-479-3108 asreen.karim@nebraska.gov
Date: August 4, 2023

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

TASKS	PERSONNEL CLASSIFICATIONS										Total
	PR	PM	SENG	ENG	SDES	ENV	RLS	SPC	SUR	ADM	
I. Project Management		8									8
1. Project Management		8									8
2. Project Description / Purpose and Need											
3. Quality Assurance / Quality Control											
IX. Right of Way Design							16		70	4	90
1. Existing Right-of-Way Base											
2. Proposed Right-of-Way							12		70	4	86
3. Right-of-Way Plan Sheets											
4. Title Research											
5. Permit to occupy right of way							4				4
6. Prepare ROW Cost Estimate - NOT USED											
<i>Total Days</i>		1					2		8.8	0.5	12
Total Hours		8					16		70	4	98.0

Project Cost & Breakdown

Preliminary & Final Design

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

Project Name: Lexington East Viaduct **Project Number:** RRZ-TMT-1705(3)
SubConsultant: Miller & Associates, Consulting Engineers, P.C. **Control Number:** 61457
Sub PM: Kevin Petross
NDOT PC: Asreen Karim 402-479-3108 asreen.karim@nebraska.gov
Date: August 4, 2023

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal		\$65.00	
Project Manager	8	\$50.00	\$400.00
Sr. Engineer		\$50.00	
Engineer		\$32.00	
Sr. Designer/Technician		\$27.00	
Environmental Scientist			
Registered Land Surveyor	16	\$34.00	\$544.00
Survey Party Chief			
Surveyor I	70	\$27.00	\$1,890.00
Administrative	4	\$40.00	\$160.00
	98	Subtotal	\$2,994.00

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$50.00
Mileage/Travel:	
Lodging/Meals:	
Other Miscellaneous Costs:	
	Subtotal
	\$50.00

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$2,994.00
Labor Cost Escalation Factor for Multi-year Projects (if allowed): Y 1.5 years @ 3.0% / year = 0.74%	\$22.16
Overhead @ 174.96%	\$5,277.07
Facility Capital Cost of Money (FCCM) @ (labor costs x FCCM%)	
Direct Expenses	\$50.00
Fee for Profit Rate @ 11.80%	\$978.60
SUBCONSULTANT TOTAL COST	\$9,321.83

RESOLUTION

PRELIMINARY ENGINEERING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT NO. 4 – BK2052

CITY OF LEXINGTON

Resolution No. _____

Whereas: City of Lexington and WSP USA, Inc. have previously executed a Preliminary Engineering Services Agreement (BK2052) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Lexington understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Lexington and WSP USA, Inc. wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Lexington, Nebraska that:

John Fagot, Mayor of City of Lexington, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 4 between the City of Lexington and WSP USA, Inc.

NDOT Project Number: RRZ-TMT-1705(3)

NDOT Control Number: 61457

NDOT Project Description: Lexington East Viaduct

Adopted this _____ day of _____, 20____ at _____ Nebraska.

The City Council of City of Lexington, Nebraska:

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk