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|------------------------|-------------------|
| Agreement No. | BK2052-005 |
| Effective (NTP) Date | 2/16/2024 |
| Supplement Amount | \$6,172.25 |
| Total Agreement Amount | CPFF \$872,011.02 |

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 5

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 ("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; Supplemental Agreement #2 executed by LPA on March 22, 2022; Supplemental Agreement #3 executed by LPA on December 13, 2022, and Supplemental Agreement #4 executed by LPA on September 12, 2023; for Consultant to provide additional Preliminary Engineering services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" 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 February 16, 2024. 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(s) #1-4, and this Supplemental Agreement by March 1, 2024.

SECTION 3. FEES AND PAYMENTS

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

| Previous Amount* | This Supplement Amount | Amended Agreement Amount | |
|------------------|------------------------|--------------------------|--|
| \$ 295,690.27 | \$ 447.54 | \$296,137.81 | For actual direct labor costs |
| \$ 488,120.90 | \$ 5,597.81 | \$493,718.71 | For indirect labor costs & direct expenses |
| \$ 82,027.60 | \$ 126.90 | \$82,154.50 | For a fixed fee for profit |
| \$865,838.77 | \$6,172.25 | \$872,011.02 | 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.

PROFESSIONAL SERVICES AGREEMENT – SUPPLEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 13th day of March, 2024.

WSP USA, INC.
Dan DeArmond




Senior Director

STATE OF MISSOURI)
)ss
ST. LOUIS COUNTY)

SUBSCRIBED AND SWORN to before me this 13th day of March, 2024.





Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF LEXINGTON, NEBRASKA
John Fagot

Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

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.: 6 |
| LPA: (Name and Representative) City of Lexington, NE; Dennis Burnside | | Constr. Change Order No.: (If applicable) na |
| 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. | | |
| Justification to modify agreement: (Include scope of services, deliverables, and schedule) Drainage investigation for proposed ditch on Tract 4 with wall encroachment. | | |
| Work Title | Summary of Fee | |
| | A. Total Direct Labor Cost = | 447.54 |
| | B. Overhead (Factor * x A) = | 627.90 |
| | C. A + B = | 1,075.44 |
| | D. Profit/Fee (Factor ** x C) = | 126.90 |
| *Overhead Factor: 140.30% | E. FCCM (Factor*** x A) = | 1.43 |
| **Profit/Fee Factor: 11.80% | F. Direct Non-Labor Cost = | 0.00 |
| ***Facility Capital Cost of Money (FCCM): 0.32% | G. Subconsultant Services = | 4,968.48 |
| Total Fee Notes: | TOTAL FEE: C + D + E + F + G = | \$6,172.25 |
| | <input checked="" type="checkbox"/> ESTIMATED TOTAL FEE: | \$0.00 |
| | <input type="checkbox"/> FINAL TOTAL FEE: | |

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

Consultant:
 Dan DeArmond PE 2/15/2024
Name Signature Date

LPA:
 Dennis Burnside 2/15/2024
 Joe Pappalizio 2/15/2024
Name Signature Date
 LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):

LPS Unit Head Review (for PE Phase):
 Nolan Taylor 02/16/24
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:
02/16/24

Notice to Proceed Date:
02/16/24