

Agreement No.	BK2052-009
Effective (NTP) Date	5/1/2025
Supplement Amount	\$3,135.05
Total Agreement Amount	CPFF \$908,104.39

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 9

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; Supplemental Agreement #4 executed by LPA on September 12, 2023; Supplemental Agreement #5 executed by LPA on March 26, 2024; Supplemental Agreement #6 executed by LPA on May 14, 2024; Supplemental Agreement #7 executed by LPA on December 10, 2024; and Supplemental Agreement #8 executed by LPA on March 11, 2025 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,” 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, on behalf of LPA, issued Consultant a written Notice-to-Proceed on May 1, 2025. 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, and this Supplemental Agreement by December 31, 2025.

SECTION 3. FEES AND PAYMENTS

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

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
\$ 307,536.48	\$1,165.55	\$308,702.03	For actual direct labor costs
\$511,817.48	\$ 1,639.00	\$513,456.48	For indirect labor costs & direct expenses
\$ 85,615.38	\$ 330.50	\$85,945.88	For a fixed fee for profit
\$904,969.34	\$3,135.05	\$908,104.39	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.

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.


Senior Director

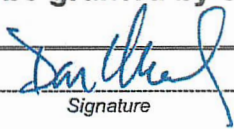
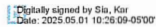

Notary Public

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.: 8
LPA: (Name and Representative) City of Lexington, NE; Dennis Burnside		Constr. Change Order No.: (If applicable)	
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) Budget for review of contractor request to include joint in pavement at light pole blisters.			
Work Title		Summary of Fee	
		A. Total Direct Labor Cost	= 1,165.55
		B. Overhead (Factor * x A)	= \$1,635.27
		C. A + B	= 2,800.82
		D. Profit/Fee (Factor ** x C)	= 330.50
*Overhead Factor:	139.39%	E. FCCM (Factor*** x A)	= 3.73
**Profit/Fee Factor:	11.80%	F. Direct Non-Labor Cost	= 0.00
***Facility Capital Cost of Money (FCCM):	0.13%	G. Subconsultant Services	= 0.00
Total Fee Notes:		TOTAL FEE: C + D + E + F + G = \$3,135.05	
		☐ ESTIMATED TOTAL FEE: \$	
		☐ FINAL TOTAL FEE: \$3,135.05	

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

Consultant:		
Daniel DeArmond		4/29/2025
Name	Signature	Date
LPA:		
Dennis Burnside		4-29-25
Name	Signature	Date
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Name	Signature	Date
LPS Unit Head Review (for PE Phase):		
Kar Sia		5/1/25
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:
4/30/25

Notice to Proceed Date:
5/1/25

EXHIBIT "A"

**Scope of Services with Schedule
Lexington East Viaduct
Project No. RRZ-TMT-1705(3)
CN: 61457
Supplemental Agreement No. 9**

This supplemental scope of services provides for additional budget to cover engineering and details to address Contractor Request for Information.

I. PROJECT MANAGEMENT

This supplement adds budget for preparation of this supplement and invoicing the same.

II. SUBMITTAL WITH REQUEST FOR INFORMATION TO BE REVIEWED.

The Contractor has submitted an RFI Rev 1 to create a construction joint at the light pole base blisters. (The original RFI joint location was not feasible.) The RFI Rev 1 indicates a new location, but the exact location needs to be determined by the engineer to verify where the joint can be to provide the reinforcement developed strength both sides of the joint, especially at light poles due to the wind load. Lighting conduit also crosses the area proposed for the joint.

III. SCHEDULE

The Contractor's schedule for pouring the pavement that supports the blisters needs to be completed as soon as possible to support their schedule for pavement placement on the MSE embankment.

See attached.

61457 Scope of Services Supplement 8.Const Jt at pole base blisters

Construction Engg

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



Overhead Rate^[1]	140.30%
Fee for Profit Rate^[2]	11.80%
FCCM (if applicable)	0.32%

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			
Dan DeArmond	Vice President	\$120.83	100%
	Blended Rate:	\$120.83	
Project Manager			
Jane Jordan	Project Manager	\$104.50	100%
	Blended Rate:	\$104.50	
Sr. Engineer / Planner			
Jawad Gull	Bridge designer	\$69.89	100%
	Blended Rate:	\$69.89	
Engineer			
Khalid Alwashahi	Bridge CAD	\$41.83	100%
	Blended Rate:	\$41.83	
Administrative			
Angela Kennedy	Project Accountant	\$36.27	100%
	Blended Rate:	\$36.27	

Estimate of Hours

Construction Engg

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: April 22, 2024

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

TASKS	PERSONNEL CLASSIFICATIONS								
	PR	PM	SENG	ENG	SDES	SDES	PI	ADM	Total
I. Project Management	1	2						4	7
1. PM/PA	1	2						4	7
II. Meetings									
III. Shop Drawings, Construction Consultation & Girder Shim Calculations		1	3	9					13
1. Reivew of RFI for joint at light blisters in pavement on MSE		1	2	1					4
2. Drawing(s) of adjustments to reinforcement			1	8					9
IV.									
V.									
Total Days	0.13	0.38	0.38	1.13				0.5	3
Total Hours	1	3	3	9				4	20.0

Direct Expenses

Construction Engg

Project Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Date: April 22, 2024

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

Subconsultants:			Amount
Subtotal			
Printing and Reproduction:	Qty	Unit Cost	Amount
8.5 x 11		\$0.15	
11 x 17		\$0.65	
Subtotal			
Mileage/Travel:	Qty	Unit Cost	Amount
		\$0.670	
Subtotal			
Lodging/Meals:	Qty	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Subtotal			
TOTAL DIRECT EXPENSES			

Construction Engg

Project Number: RRZ-TMT-1705(3)

Control Number: 61457

Date: April 22, 2024

This CWO is to increase the budget to include contractor request to add construction joint at light blisters in the pavement on MSE walls.

The first RFIs submittal was reviewed and rejected because it was not buildable, and WSP is not asking for funds for this.

The revised submittal is potentially feasible, but will require WSP to revise reinforcement layout, and potentially add bars and new detail.

Project Cost & Breakdown

Construction Engg

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: April 22, 2024

Project Number: RRZ-TMT-1705(3)

Control Number: 61457

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	1	\$120.83	\$120.83
Project Manager	3	\$104.50	\$313.50
Sr. Engineer / Planner	3	\$69.89	\$209.67
Engineer	9	\$41.83	\$376.47
Sr. Designer			
Sr. Designer/Technician			
Public Involvement Specialist			
Administrative	4	\$36.27	\$145.08
User Defined 1			
User Defined 2			
Ave. Salary Rate/Hour = \$58.28 ; Incl. OH+P = \$156.75		20	Subtotal \$1,165.55

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

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$1,165.55
Labor Cost Escalation Factor for Multi-year Projects (if allowed): n	
Overhead @ 140.30%	\$1,635.27
Facility Capital Cost of Money (FCCM) @ 0.320% (labor costs x FCCM%)	\$3.73
Direct Expenses	
Fee for Profit Rate @ 11.80%	\$330.50
TOTAL COST	\$3,135.05

**RESOLUTION
PRELIMINARY ENGINEERING SERVICES AGREEMENT – BK2052
SUPPLEMENTAL AGREEMENT NO. 9**

CITY OF LEXINGTON

Resolution No. _____

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

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 supplemental Preliminary Engineering services 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 the City of Lexington, is hereby authorized to sign the attached Preliminary Engineering services Supplemental Agreement No. 9 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