

Agreement No.	BK2052-008
Effective (NTP) Date	12/3/2024
Supplement Amount	\$16,278.34
Total Agreement Amount	CPFF \$904,969.34

PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENT NO. 8

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; and Supplemental Agreement #7 executed by LPA on December 10, 2024 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 December 3, 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, and this Supplemental Agreement by March 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	
\$ 301,484.50	\$6,051.98	\$307,536.48	For actual direct labor costs
\$503,307.18	\$ 8,510.30	\$511,817.48	For indirect labor costs & direct expenses
\$ 83,899.32	\$ 1,716.06	\$85,615.38	For a fixed fee for profit
\$888,691.00	\$16,278.34	\$904,969.34	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.



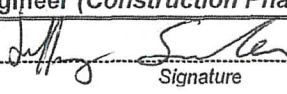
SECTION 7. ENTIRE AGREEMENT

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.: 7
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 CE increase to complete anticipated activities to finish.			
Work Title		Summary of Fee	
		A. Total Direct Labor Cost	= 6,051.98
		B. Overhead (Factor * x A)	= 8,490.93
		C. A + B	= 14,542.91
		D. Profit/Fee (Factor ** x C)	= 1,716.06
*Overhead Factor:	139.39%	E. FCCM (Factor*** x A)	= 19.37
**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	= \$16,278.34
		<input type="checkbox"/> ESTIMATED TOTAL FEE: \$	
		<input type="checkbox"/> FINAL TOTAL FEE: \$16,278.34	

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

Consultant:		
Daniel A. DeArmond		11/22/24
Name	Signature	Date
LPA: Dennis Burnside		
		11-22-24
Name	Signature	Date
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):		
Name	Signature	Date
LPS Unit Head Review (for PE Phase):		
Name	Signature	Date
LPS Manager or Construction Engineer (Construction Phase):		
Jeff Sola		12/3/24
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:
11/29/24

Notice to Proceed Date:
12/3/24

EXHIBIT "A"

**Scope of Services with Schedule
Lexington East Viaduct
Project No. RRZ-TMT-1705(3)
CN: 61457
Supplemental Agreement No. 8**

This supplemental scope of services provides for additional budget to cover review of future Contractor submittals.

I. PROJECT MANAGEMENT

This supplement adds budget for preparation of this supplement.

II. SUBMITTALS REMAINING TO BE REVIEWED.

The Contractor provided a list of remaining submittals and these are shown in the Fee proposal.

III. SCHEDULE

The Contractor's submittal dates determine when reviews will be completed.

Staffing Plan (CPFF)

Construction Engg

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:

November 19, 2024

Project Number:

RRZ-TMT-1705(3)

Control Number:

61457

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

#	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	ADM	Administrative
4	ENG	Engineer	9	UD1	User Defined 1
5	SDES	Sr. Designer	10	UD2	User Defined 2

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

BLENDING 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			
Dan DeArmond	Vice President	\$115.73	100%
Blended Rate:		\$115.73	
Project Manager			
Jane Jordan	Project Manager	\$101.01	100%
Blended Rate:		\$101.01	
Sr. Engineer / Planner			
Jawad Gull	Bridge design	\$69.89	65%
John Elwell	Bridge design	\$92.45	35%
Blended Rate:		\$77.79	
Engineer			
			100%
Blended Rate:			
Administrative			
Angela Kennedy	Project Accountant	\$43.50	100%
Blended Rate:		\$43.50	

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: November 19, 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	4						4	9
1. PM/PA	1	4						4	9
II. Meetings									
III. Shop Drawings, Construction Consultation & Girder Shim Calculations		13	52						65
1. MSE Submittals		2	24						26
2. Pile driving records		1	4						5
3. Shim calculations		2	16						18
4. Contractor Requests for Information		4	8						12
5. Questions from Field staff (minor)		4							4
IV.									
V.									
Total Days	0.13	2.13	6.5					0.5	9
Total Hours	1	17	52					4	74.0

Direct Expenses

Construction Engg

Project Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Date: November 19, 2024

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

Subconsultants:			Amount
1			
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 Name: Lexington East Viaduct
Consultant: WSP USA Inc.
Date: November 19, 2024

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

This CWO is to increase the budget to include effort to review future submittals, requests for information, and requests on field issues.

[illegible][illegible]

Project Cost & Breakdown

Construction Engg

Project Name: Lexington East Viaduct

Project Number: RRZ-TMT-1705(3)

Consultant: WSP USA Inc.

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: November 19, 2024

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Principal	1	\$115.73	\$115.73
Project Manager	17	\$101.01	\$1,717.17
Sr. Engineer / Planner	52	\$77.79	\$4,045.08
Engineer			
Sr. Designer			
Sr. Designer/Technician			
Public Involvement Specialist			
Administrative	4	\$43.50	\$174.00
User Defined 1			
User Defined 2			
Ave. Salary Rate/Hour = \$81.78 ; Incl. OH+P = \$219.98		74	Subtotal \$6,051.98

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

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$6,051.98
Labor Cost Escalation Factor for Multi-year Projects (if allowed): n	
Overhead @ 140.30%	\$8,490.93
Facility Capital Cost of Money (FCCM) @ 0.320% (labor costs x FCCM%)	\$19.37
TOTAL COST	\$16,278.34