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August 4, 2011

Jerry Hitchcock  
Highway Superintendent  
Lincoln County Department of Roads  
2010 Rodeo Road  
North Platte, NE 69101

**Re: Letter Agreement for Professional Consulting Services  
Front Road Grade Separation, North Platte  
Project No. RRZ-1390(3); CN 61416 (the "Project")**

Dear Jerry:

TranSystems is requesting that a supplemental agreement be added to our Final Design contract to allow for supplemental environmental permitting noted by Rich Neidermeyer in an email dated November 30, 2010. The following listing outlines the permitting updates which will be required due to delayed construction of the project:

1. I have checked on the Corp of Engineers 404 Permit (#2007-01063-KEA) issued on September 20, 2007 and amended #1 July 10, 2008. This permit expired 9-20-2010. Your consultant will need to send in a new application for a new or amended permit from the Corp. Please inform your consultant that we now have a new process where our Environmental review Section wants to review the 404 permit application prior to the consultant submitting it to the Corp Of Engineers. Please have him submit the application to me and I will forward it on.
2. Your consultant will need to make an application to the State Department of Environmental Quality for a NPDES Permit. He will need to enclose a Notice of Intent (NOI) form along with his application. He will then get a permit letter along with a blank Notice of Termination (NOT) form. Please have him submit copies of both to me.
3. The Floodplain Permit was issued 3-23-2007. When this was issued, the extra small bridge was not a part of the project. Please check to see if this permit is still valid or if a revised one will need to be obtained.
4. After all the permits have been obtained and we have a ROW certificate, the consultant will then be required to fill out and submit a Greensheet. Please have him refer to the web for instructions on how to fill out the Greensheet. He will need to submit the final Greensheet complete with all the supporting attachments to me. I will then forward it to our Environmental Review Section for their approval.
5. I spoke with Mr. Len Sand in our Environmental Review Section about the Categorical Exclusion determination signed by Mr. Frank Rich of the FHWA on July 12, 2007 and the CE Reevaluation Form signed by Mr. Frank Rich 1-13-2009. He informed me that the reevaluation was for the inclusion of the small bridge that was added and that if nothing else changed, the environmental document is still valid. In my review, I do not find any other changes.

As discussed in our phone conversation on July 19, 2011, the last supplemental dated February 22, 2010 had a fee of \$3,500.00 for TranSystems to assist with the Right-of-Way acquisition. To date, this fee has not been utilized and

Letter  
Revised March 29, 2010



is therefore still remaining. Per our discussion, our intent is to apply the remaining fee (\$3,500) towards this request in an effort to reduce the overall supplemental fee.

This letter details the services TranSystems proposes to perform in connection with the Project, the pricing at which TranSystems proposes to perform these services, the schedule for completing these services and the assumptions upon which TranSystems has based this proposal. If the proposal outlined in this letter is acceptable, TranSystems would request that you indicate your acceptance of this proposal by executing this letter agreement in the space provided below.

### SCOPE OF SERVICES

In connection with the above referenced Project, TranSystems shall perform the following described Services:

1. Prepare and re-submit application for Corp of Engineers 404 Permit. The application will be reviewed by the Environmental review Section prior to submitting it to the Corp of Engineers. Due to the age of initial investigations, the new application will require one site visit to conduct an updated site delineation.
2. Prepare and re-submit application to the State Department of Environmental Quality for a NPDES Permit. Include a Notice of Intent (NOI) form along with his application. Copies of the permit letter along with a blank Notice of Termination (NOT) form will be supplied to the NDOR.
3. Verify that the Floodplain Permit issued on 3-23-2007 is still valid.
4. Prepare and submit a Greensheet for review by the Environmental Review Section.
5. Verify that the CE Reevaluation Form signed by Mr. Frank Rich 1-13-2009 is still valid.

*Please note that no meetings have been included in this scope of services. Preparation for and attendance at meetings will be billed as Additional Services on a time and materials basis in accordance with the general provisions of this Agreement.*

### SCHEDULE

TranSystems anticipates that the Services outlined above can be completed within thirty days following acceptance of this proposal.

### COMPENSATION

As compensation for the performance of the above described Services, TranSystems will be reimbursed by Lincoln County Department of Roads on a time and materials basis according to our standard hourly rates in effect at the time the services are performed up to a maximum fee of **Two Thousand Five Hundred and Eighteen Dollars and Fifty Seven cents (\$2,518.57)**. Invoices will be sent monthly and will be based on the total Services actually completed as of the time of billing.

If Client fails to make any payment due TranSystems for services and expenses within thirty (30) days after receipt of TranSystems' statement therefore, the unpaid contract balance shall accrue interest at the lesser of: i) 1.5% per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TranSystems shall bear said rate of interest from the thirtieth day after Client's receipt of TranSystems' statement, until the entire



unpaid balance has been paid to TranSystems. In addition to being entitled to interest, TranSystems may, after giving seven (7) days written notice to Client, suspend services under this Agreement until TranSystems has been paid in full all amounts due for Services, expenses and charges.

### **SPECIAL AND EXTRA SERVICES**

Extra services will be provided in addition to those required to complete the scope of services described above, as requested by the Client. Such services may include: meetings with the design team, city or state personnel; attendance and presentation of the study results at public meetings; additional study elements identified by the Client; additional information requested by the Client; special trips requested by the Client other than those required to complete the original scope of services; special services which may be required if the work is suspended or abandoned; additional analyses due to changes in the proposed project; or any special engineering services not required to complete the original scope of service which may be requested by the Client. Payment to TranSystems as compensation for these services will be in addition to the contract amount identified above in the Compensation section. TranSystems will be reimbursed by the Client for these services on a time and materials basis according to our standard hourly rates in effect at the time the services are performed.

### **GENERAL PROVISIONS**

Lincoln County grants to TranSystems during the term of this agreement and thereafter a non-exclusive license to use its name and logo in TranSystems' marketing materials such as press releases, case study briefs/project summaries, TranSystems' website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until [Client Name] shall terminate and revoke the same by giving TranSystems 60 days advanced written notice thereof whereupon at the end of 60 days the licenses shall be deemed terminated.

Services performed by TranSystems under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those set forth in this Agreement. To the fullest extent permitted by law, TranSystems shall not, in any event, be liable to the Client for any special, indirect, incidental or consequential damages. These, include, but are not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue, increased cost of operation, cost of capital, or the cost of new or replacement equipment or systems or power. TranSystems' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to the Client for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services shall not exceed the total compensation received by TranSystems under this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

The proposal outlined in this Letter is valid for 120 days.

We sincerely appreciate the opportunity to work with you on this Project. If you concur with the proposal outlined in this Letter of Agreement, please execute the enclosed extra copy and return it to TranSystems. Unless otherwise instructed by the Client in writing at the time you return the executed copy of this Letter Agreement, TranSystems will



consider the executed Letter Agreement as our notice to proceed. Please let us know if you have any questions or need any further information.

Sincerely,  
TranSystems

A handwritten signature in black ink, appearing to read "Roger N. Post".

By: \_\_\_\_\_  
Roger N. Post, P.E.  
Vice President



**ACCEPTANCE**

The Client hereby accepts the proposal outlined above and does hereby engage TranSystems to perform the Services described above, on the terms and conditions set forth in the forgoing Letter Agreement. The Client accepts and agrees to the terms and conditions of the foregoing Letter Agreement.

Client Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact/Billing Information:

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_



Attachment – Appropriate Rate Schedule

Lincoln County Department of Roads  
 Front Road Grade Separation Proj. No. RRZ-1390(3); CN 61416  
 Request for Supplemental Agreement  
 Submitted by: TranSystems Corp.

08/04/11

Task	Project Manager	Design Engineer	Scientist	Total
Prepare and re-submit application for Corp of Engineers 404 Permit	1	28	24	53
Prepare and re-submit application for a NPDES Permit.	2	8	8	18
Verify that the Floodplain Permit issued on 3-23-2007 is still valid				
Prepare and submit a Greensheet for review by the Environmental Review Section			2	2
Verify that the CE Reevaluation Form signed by Mr. Frank Rich 1-13-2009 is still valid				
<b>TOTAL HOURS</b>	<b>3</b>	<b>36</b>	<b>34</b>	<b>73</b>

Summary of Costs				
		Hours	Rate	Total
	Project Manager	3	\$48.00	\$144.00
	Design Engineer	36	\$25.00	\$900.00
	Scientist	34	\$24.00	\$816.00
	Total Hours =	73		
			Total Labor =	\$1,860.00
			Overhead (151.34%) =	\$2,814.92
			Subtotal Labor & Overhead =	\$4,674.92
			Fixed Fee 12% =	\$560.99
Direct Expenses	Mileage, hotel & meals			\$782.66
			Total Contract Amount =	\$6,018.57
			Credit from remaining fee on Supplemental dated 2/11/10=	-\$3,500.00
			Adjusted Total Contract Amount =	\$2,518.57