



Proposal Agreement

August 24, 2018

Mr. Steve Howard
Camden County Administrator
P.O. Box 99
Woodbine, GA 31569

Re: Letter of Agreement for Professional Consulting Services on Camden County Space Port Environmental Impact Statement (EIS)

Dear Mr. Howard

TranSystems is pleased to submit this proposal to provide professional consulting services for Camden County, GA on the above referenced Project. The Federal EIS project for the Camden County Space Port is currently in its early stages and TranSystems is ready to assist with the maritime requirements and/or any additional services that may be requested. Our Project Manager, Jim Dubea, is a retired Coast Guard Officer and culminated his 23 years of service at Coast Guard Station Port Canaveral where, among other duties and responsibilities, he successfully planned and managed all NASA manned space launches and integrated commercial space operations into a Maritime Safety and Security Zone enforcement plan. His ability to navigate the federal EIS and regulatory process can greatly assist you and your team in your endeavors to get approval for Space Port operations.

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. Provide technical and professional consulting services to assist in the EIS process as it pertains to US Coast Guard or any other Federal regulatory agency and provide general technical assistance throughout the EIS process as requested.
2. Attend meetings, review documents, answer technical questions regarding the Federal maritime requirements for establishing safety and security zones and provide written or verbal communications to assist the Camden County Administrator in the EIS process.
3. Assist the Camden County Administrator as needed or directed with any additional scope that may be needed or requested to establish the Camden County Space Port site and its surrounding infrastructure. Any additional scope will be in writing and authorized by County Administrator of his/her designee.

SCHEDULE

TranSystems anticipates that the Services outlined above can be completed within one year following acceptance of this proposal. We recognize your need to have these Services completed within the next year and TranSystems believes that it can complete these services within this time frame, if this proposal has been accepted and TranSystems has otherwise been directed to proceed with the Services by the end of business on August 27, 2018.

COMPENSATION

As compensation for the performance of the above-described Services, TranSystems will be reimbursed by the Client 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 \$25,000.00. Any required travel in support of this project will be billed separately, in addition to hourly rates and require prior authorization of County Administrator. All 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.

ASSUMPTIONS

This proposal and TranSystems' agreement to perform the Services is based upon, and subject to, the following assumptions, which were developed during our discussions with Camden County, GA Administrator:

TranSystems will provide professional services as requested to assist in the EIS process or any additional tasking that may be required. Any additional scope or services requested will be in writing and authorized by Camden County Administrator.

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

Camden County, GA 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 Camden County, GA 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,



Jim Dubea
Vice President, Ports and Maritime

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: Camden County, GA

By: 

Printed Name: Steve Howard

Title: County Administrator

Date: 8/29/18

Contact/Billing Information:

Address: P.O Box 99

City, State, Zip: Woodbine, GA 31569

Phone: 912-510-0464

Fax: _____

E-Mail: steve.howard.admin@camdencountyga.gov

Attachment – Appropriate Rate Schedule

AMENDMENT AGREEMENT

The Letter of Agreement for Professional Consulting Services on Camden County Space Port Environmental Impact Statement (EIS) Agreement dated the 24th day of August 2018, entered into between TranSystems Corporation as Prime Consultant and Camden County, GA as Owner, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Page 2, 1st paragraph "Compensation". Compensation, is modified for an increase to the maximum cumulative payment obligation by Twenty five thousand dollars and ZERO cents (\$25,000.00). The total maximum amount of compensation to be paid SUBCONSULTANT under this agreement shall be fifty thousand dollars and ZERO cents (\$50,000.00).

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this 3rd day of January 2019.

[NAME OF OTHER PARTY]

TRANSSYSTEMS CORPORATION

By: _____



Steve Howard

By: _____



James Dubea