



## Airport Committee Meeting

### AGENDA

March 6, 2018  
City Hall

- 
- I. **CALL TO ORDER**
  - II. **MATTERS BEFORE COMMITTEE**
    - 1. Hangar Maintenance
    - 2. Hangar Build Contract
    - 3. Hangar Rate Increase
  - III. **ADJOURN**



## Airport Committee Meeting

### AGENDA

March 6, 2018

**Item:**

Hangar Maintenance

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Hangar Maintenance Info](#)



**To:** Airport Committee, City Council  
**From:** Chris Bailey, Central Services Manager  
**Department:** Airport  
**Date:** 02/26/18  
**Description:** A request is being made to repair the existing 16 t-hangar units at the Monroe-Walton County Airport. This repair will replace the existing guards and protectors that seal the hangar doors from the entrance of small animals (birds mainly) and excessive amounts of dust and debris. The repair will consist of center and end seals, brush and weather guards, top and bottom seals, and the possible adjustment of doors for better seals. The requested expense is for Hangars & Doors Unlimited, LLC., at a total cost of \$25,775.00 for material and labor.

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**Budget Account/Project Name: Airport (Buildings) 100-510-07563-00541-541300**

**Funding Source: Airport Revenue**

**Budget Allocation:** \$28,500.00

**Budget Available:** \$28,500.00

**Requested Expense:** \$25,775.00 **Company of Purchase:** Hangars & Doors Unlimited, LLC.

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***Recommendation:***

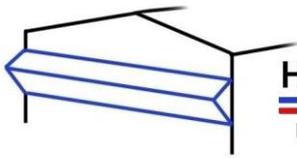
Staff recommends the approval of the request to repair the existing 16 t-hangar units at the Monroe-Walton County Airport. This project sought available bids from competitive vendors who build and repair hangar units in the general area of Walton County.

***Background:***

It is the practice of the City of Monroe to continually work towards the longevity of the Monroe-Walton County Airport through the maintenance of equipment, buildings, and grounds.

***Attachment(s):***

Repair Quotes – 2 pages



**HANGARS & DOORS**  
**UNLIMITED, LLC**  
 hangarsanddoors@gmail.com

P.O. Box 172  
 Pelham, AL 35124  
 205-533-2347

REVISED

February 27, 2018

Mr. Chris Bailey  
 City Of Monroe  
 245 North Broad Street  
 Monroe, GA 30665

Office: 770-267-7536  
 Cell: 404-427-0149  
 Email: CBailey@monroega.gov

REF: Hangar Door Weatherseals, Monroe/Walton County Airport, GA; Material & Labor

Mr. Bailey,  
 Per your request, H&D Unlimited offers to furnish & install new weather seals (brush style) on (16) existing T-hangar doors. This includes removing all existing seals. We propose to add Brush style seals at vertical bi-passing jambs, center jambs, endwall jambs, top and bottom horizontal door members.

Costs for repairs including material, labor and equipment is ----- **\$25,775 plus tax.**

Clarifications, Alternates & Adds:

- 1.) We are offering brush style weatherseals - only. No rubber seals.
- 2.) We assume both T-hangars have same size hangar doors - approximate 41' X 14'.
- 3.) Center & endwall jamb seals will be placed on inside of one panel only.
- 4.) Vertical bi-passing jamb and top seals will be placed on outside of door panels.
- 5.) **Bottom seals will be placed on inside of door panels.**

Terms: H&D, Unlimited terms are 25% deposit balance net 30 days from install. Pricing is subject to escalation until order is placed and customer is in receipt of material.

If you are in agreement with the above and want Hangars & Doors, Unlimited to perform the proposed services, please acknowledge this document and return it - fax or email. Upon receipt of your acknowledgment, we will make every effort possible to expedite this work and will contact you regarding schedule.

If you have any questions, please do not hesitate to call me direct anytime.

Sincerely,  
 Hangars & Doors, Unlimited LLC

Accepted By: \_\_\_\_\_  
 Chris Bailey

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

Daniel G. Palmer  
 President  
 C:205-533-2347



February 2, 2018

City of Monroe, GA

Attn: Chris Bailey  
[cbailey@MonroeGA.gov](mailto:cbailey@MonroeGA.gov)  
Phone: 770.266.5406

Re: Hangar Door Weather Seals Installation

As requested, I have prepared a quotation to cover the **DEMO, SUPPLY & INSTALLATION** of new weather seals and galvanized retainers for sixteen (16) 40' wide x 15' high, 2-leaf, bi-parting/one-way door systems. Also, included is a close-off seal for the top end caps of each door system to help prevent

I quote the **DEMO, SUPPLY AND INSTALLATION** of the following:

- A. Pre-construction site visit to confirm sizes and details
- B. Install new high-quality nylon reinforced neoprene weather seals, galvanized retainers and fasteners to the following locations:
  - Ext Bottom: (32) 1/8" horizontal weather seals, galvanized retainers and fasteners
  - Exterior Sides: (10) 1/8" vertical bypass seals
  - Lead Jamb: (16) 1/8" vertical bulb seal, galvanized retainers and fasteners
  - Ext Tops: (32) 3/16" horizontal seals, galvanized retainers and fasteners
  - Top End Caps: (10) 3/16" weather seals, galvanized retainers and fasteners
- C. All necessary tools, equipment, and insurance
- D. 1 year warranty on materials and labor

**SUPPLY & INSTALLATION** of the above stated (Items A-D)--- **\$27,920.00**

**Qualifications:**

- 1) Insurance Limits: \$1,000,000 each occurrence / \$2,000,000.00 aggregate
- 2) Local and state contractors not included
- 3) 50% down payment prior to installation; balance due 30 days after completion

Thank you for the opportunity to offer you a quotation, and if I can help further, please give me a call.

JaCor is a leading supplier and installer of premium weather seals and brush seals for aircraft hangar doors. JaCor only uses high-grade, nylon-inserted, neoprene rubber seals and rustproof fasteners for a long-lasting barrier against the elements. Put our years of experience to work for you.

Sincerely,  
Jason Hoffe

**JaCor, Inc. • S83W18346 Saturn Drive • Muskego, WI 53150**  
**[jason@jacorinc.com](mailto:jason@jacorinc.com) • Phone: 414.403.1625**  
**[www.jacorinc.com](http://www.jacorinc.com)**



## Airport Committee Meeting

### AGENDA

March 6, 2018

**Item:**

Hangar Build Contract

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Hangar Build Contract Info](#)



**To:** Airport Committee, City Council  
**From:** Chris Bailey, Central Services Manager  
**Department:** Airport  
**Date:** 02/27/18  
**Description:** A request is being made to enter into a contract authorizing Barge Design Solutions, Inc. (formerly Barge Waggoner Sumner Cannon) for the turn key build of an 8-unit t-hangar at the Monroe-Walton County Airport. This contract would cover all phases from project scope formulation, survey, geotechnical, construction plans, contractual documents, bidding, DBE plans, and final general contractor compliance. This approach covers the previously discussed process of complete paperwork submittal and process scope that would then allow for the City of Monroe to continually apply for reimbursement through grant funding.

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**Budget Account/Project Name:** Airport (Consulting/Technical) 100-510-07563-00521-521300

**Funding Source:** Airport Revenue

**Budget Allocation:** \$2,500.00

**Budget Available:** \$2,500.00

**Requested Expense:** \$18,904.00

**Company of Purchase:** Barge Design Solutions, Inc.

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***Recommendation:***

Staff recommends the approval of the request to enter into a contract authorizing Barge Design Solutions, Inc. (formerly Barge Waggoner Sumner Cannon) for the turn key build of an 8-unit t-hangar at the Monroe-Walton County Airport. Approval will be followed by the eventual requested approval of an 8-unit t-hangar bid by Barge Design Solutions, Inc. that will be approximately \$350,000 to \$400,000 in overall cost to the City of Monroe.

***Background:***

It is the practice of the City of Monroe to continually work towards the development of the Monroe-Walton County Airport through the addition of buildings and facilities that make the airport a greater economic development tool for the City.

***Attachment(s):***

8 Unit T-Hangar Build Quote – 1 page

Amortization Schedule – 7 pages

Barge Design Solution, Inc. Contract – 18 pages

April 17, 2017

**T-Hangar Building  
at the  
Monroe Walton County Airport  
Monroe, GA (Walton County)**

T-Hangar 53'-1" wide x 185'-0" long x 15' +/- eave height, 1:12 roof pitch.

- 8 units with 26 gage galvalume partitions full height.
- 16 – each 20'-6" wide x 12' high bottom rolling slide doors with 26 gage painted panels. (Clear door openings 40'-6" wide x 12'-0" high).
- Roof- 26 gage galvalume pbr panels with 3" fiberglass blanket insulation.
- Ridge – Standard die-formed ridge cap, no ventilated ridge.
- Walls – 26 gage painted pbr panels, not insulated, no gutter.
- 2 – each 3070M walk doors with cylinder lever locks, one in each storage unit.
- 8 – each 3060M walk doors with cylinder lever lockset (mounted in slide door one per unit).
- 4" thick concrete slab 53'-1" wide x 185'-1" long, 3,000 psi concrete, column footings and perimeter turndown reinforced with #4 rebar, includes anchor bolts.
- 200 amp single phase electrical service stubbed out 5' from building, with each unit and each storage room having 2 each 8' x 2 tube fluorescent lights, one light switch, and two quad 20 amp receptacles.

**Budget price with building manufactured by Company A, \$270,000.00**

**Budget price with building manufactured by Company B, \$302,400.00.**

End.

airport t hangars

Compound Period ..... : Monthly

Nominal Annual Rate .... : 5.000 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/01/2017	385,000.00	1		
2 Payment	12/01/2017	2,540.83	240	Monthly	11/01/2037

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2017				385,000.00
1	12/01/2017	2,540.83	1,604.17	936.66	384,063.34
2017 Totals		2,540.83	1,604.17	936.66	
2	01/01/2018	2,540.83	1,600.26	940.57	383,122.77
3	02/01/2018	2,540.83	1,596.34	944.49	382,178.28
4	03/01/2018	2,540.83	1,592.41	948.42	381,229.86
5	04/01/2018	2,540.83	1,588.46	952.37	380,277.49
6	05/01/2018	2,540.83	1,584.49	956.34	379,321.15
7	06/01/2018	2,540.83	1,580.50	960.33	378,360.82
8	07/01/2018	2,540.83	1,576.50	964.33	377,396.49
9	08/01/2018	2,540.83	1,572.49	968.34	376,428.15
10	09/01/2018	2,540.83	1,568.45	972.38	375,455.77
11	10/01/2018	2,540.83	1,564.40	976.43	374,479.34
12	11/01/2018	2,540.83	1,560.33	980.50	373,498.84
13	12/01/2018	2,540.83	1,556.25	984.58	372,514.26
2018 Totals		30,489.96	18,940.88	11,549.08	
14	01/01/2019	2,540.83	1,552.14	988.69	371,525.57
15	02/01/2019	2,540.83	1,548.02	992.81	370,532.76
16	03/01/2019	2,540.83	1,543.89	996.94	369,535.82
17	04/01/2019	2,540.83	1,539.73	1,001.10	368,534.72
18	05/01/2019	2,540.83	1,535.56	1,005.27	367,529.45
19	06/01/2019	2,540.83	1,531.37	1,009.46	366,519.99
20	07/01/2019	2,540.83	1,527.17	1,013.66	365,506.33
21	08/01/2019	2,540.83	1,522.94	1,017.89	364,488.44
22	09/01/2019	2,540.83	1,518.70	1,022.13	363,466.31
23	10/01/2019	2,540.83	1,514.44	1,026.39	362,439.92
24	11/01/2019	2,540.83	1,510.17	1,030.66	361,409.26
25	12/01/2019	2,540.83	1,505.87	1,034.96	360,374.30
2019 Totals		30,489.96	18,350.00	12,139.96	
26	01/01/2020	2,540.83	1,501.56	1,039.27	359,335.03
27	02/01/2020	2,540.83	1,497.23	1,043.60	358,291.43
28	03/01/2020	2,540.83	1,492.88	1,047.95	357,243.48
29	04/01/2020	2,540.83	1,488.51	1,052.32	356,191.16
30	05/01/2020	2,540.83	1,484.13	1,056.70	355,134.46
31	06/01/2020	2,540.83	1,479.73	1,061.10	354,073.36
32	07/01/2020	2,540.83	1,475.31	1,065.52	353,007.84
33	08/01/2020	2,540.83	1,470.87	1,069.96	351,937.88

## airport t hangars

	Date	Payment	Interest	Principal	Balance
	34 09/01/2020	2,540.83	1,466.41	1,074.42	350,863.46
	35 10/01/2020	2,540.83	1,461.93	1,078.90	349,784.56
	36 11/01/2020	2,540.83	1,457.44	1,083.39	348,701.17
	37 12/01/2020	2,540.83	1,452.92	1,087.91	347,613.26
	2020 Totals	30,489.96	17,728.92	12,761.04	
	38 01/01/2021	2,540.83	1,448.39	1,092.44	346,520.82
	39 02/01/2021	2,540.83	1,443.84	1,096.99	345,423.83
	40 03/01/2021	2,540.83	1,439.27	1,101.56	344,322.27
	41 04/01/2021	2,540.83	1,434.68	1,106.15	343,216.12
	42 05/01/2021	2,540.83	1,430.07	1,110.76	342,105.36
	43 06/01/2021	2,540.83	1,425.44	1,115.39	340,989.97
	44 07/01/2021	2,540.83	1,420.79	1,120.04	339,869.93
	45 08/01/2021	2,540.83	1,416.12	1,124.71	338,745.22
	46 09/01/2021	2,540.83	1,411.44	1,129.39	337,615.83
	47 10/01/2021	2,540.83	1,406.73	1,134.10	336,481.73
	48 11/01/2021	2,540.83	1,402.01	1,138.82	335,342.91
	49 12/01/2021	2,540.83	1,397.26	1,143.57	334,199.34
	2021 Totals	30,489.96	17,076.04	13,413.92	
	50 01/01/2022	2,540.83	1,392.50	1,148.33	333,051.01
	51 02/01/2022	2,540.83	1,387.71	1,153.12	331,897.89
	52 03/01/2022	2,540.83	1,382.91	1,157.92	330,739.97
	53 04/01/2022	2,540.83	1,378.08	1,162.75	329,577.22
	54 05/01/2022	2,540.83	1,373.24	1,167.59	328,409.63
	55 06/01/2022	2,540.83	1,368.37	1,172.46	327,237.17
	56 07/01/2022	2,540.83	1,363.49	1,177.34	326,059.83
	57 08/01/2022	2,540.83	1,358.58	1,182.25	324,877.58
	58 09/01/2022	2,540.83	1,353.66	1,187.17	323,690.41
	59 10/01/2022	2,540.83	1,348.71	1,192.12	322,498.29
	60 11/01/2022	2,540.83	1,343.74	1,197.09	321,301.20
	61 12/01/2022	2,540.83	1,338.76	1,202.07	320,099.13
	2022 Totals	30,489.96	16,389.75	14,100.21	
	62 01/01/2023	2,540.83	1,333.75	1,207.08	318,892.05
	63 02/01/2023	2,540.83	1,328.72	1,212.11	317,679.94
	64 03/01/2023	2,540.83	1,323.67	1,217.16	316,462.78
	65 04/01/2023	2,540.83	1,318.59	1,222.24	315,240.54
	66 05/01/2023	2,540.83	1,313.50	1,227.33	314,013.21
	67 06/01/2023	2,540.83	1,308.39	1,232.44	312,780.77
	68 07/01/2023	2,540.83	1,303.25	1,237.58	311,543.19
	69 08/01/2023	2,540.83	1,298.10	1,242.73	310,300.46
	70 09/01/2023	2,540.83	1,292.92	1,247.91	309,052.55
	71 10/01/2023	2,540.83	1,287.72	1,253.11	307,799.44
	72 11/01/2023	2,540.83	1,282.50	1,258.33	306,541.11
	73 12/01/2023	2,540.83	1,277.25	1,263.58	305,277.53
	2023 Totals	30,489.96	15,668.36	14,821.60	
	74 01/01/2024	2,540.83	1,271.99	1,268.84	304,008.69
	75 02/01/2024	2,540.83	1,266.70	1,274.13	302,734.56
	76 03/01/2024	2,540.83	1,261.39	1,279.44	301,455.12
	77 04/01/2024	2,540.83	1,256.06	1,284.77	300,170.35
	78 05/01/2024	2,540.83	1,250.71	1,290.12	298,880.23

## airport t hangars

	Date	Payment	Interest	Principal	Balance
79	06/01/2024	2,540.83	1,245.33	1,295.50	297,584.73
80	07/01/2024	2,540.83	1,239.94	1,300.89	296,283.84
81	08/01/2024	2,540.83	1,234.52	1,306.31	294,977.53
82	09/01/2024	2,540.83	1,229.07	1,311.76	293,665.77
83	10/01/2024	2,540.83	1,223.61	1,317.22	292,348.55
84	11/01/2024	2,540.83	1,218.12	1,322.71	291,025.84
85	12/01/2024	2,540.83	1,212.61	1,328.22	289,697.62
2024 Totals		30,489.96	14,910.05	15,579.91	
86	01/01/2025	2,540.83	1,207.07	1,333.76	288,363.86
87	02/01/2025	2,540.83	1,201.52	1,339.31	287,024.55
88	03/01/2025	2,540.83	1,195.94	1,344.89	285,679.66
89	04/01/2025	2,540.83	1,190.33	1,350.50	284,329.16
90	05/01/2025	2,540.83	1,184.70	1,356.13	282,973.03
91	06/01/2025	2,540.83	1,179.05	1,361.78	281,611.25
92	07/01/2025	2,540.83	1,173.38	1,367.45	280,243.80
93	08/01/2025	2,540.83	1,167.68	1,373.15	278,870.65
94	09/01/2025	2,540.83	1,161.96	1,378.87	277,491.78
95	10/01/2025	2,540.83	1,156.22	1,384.61	276,107.17
96	11/01/2025	2,540.83	1,150.45	1,390.38	274,716.79
97	12/01/2025	2,540.83	1,144.65	1,396.18	273,320.61
2025 Totals		30,489.96	14,112.95	16,377.01	
98	01/01/2026	2,540.83	1,138.84	1,401.99	271,918.62
99	02/01/2026	2,540.83	1,132.99	1,407.84	270,510.78
100	03/01/2026	2,540.83	1,127.13	1,413.70	269,097.08
101	04/01/2026	2,540.83	1,121.24	1,419.59	267,677.49
102	05/01/2026	2,540.83	1,115.32	1,425.51	266,251.98
103	06/01/2026	2,540.83	1,109.38	1,431.45	264,820.53
104	07/01/2026	2,540.83	1,103.42	1,437.41	263,383.12
105	08/01/2026	2,540.83	1,097.43	1,443.40	261,939.72
106	09/01/2026	2,540.83	1,091.42	1,449.41	260,490.31
107	10/01/2026	2,540.83	1,085.38	1,455.45	259,034.86
108	11/01/2026	2,540.83	1,079.31	1,461.52	257,573.34
109	12/01/2026	2,540.83	1,073.22	1,467.61	256,105.73
2026 Totals		30,489.96	13,275.08	17,214.88	
110	01/01/2027	2,540.83	1,067.11	1,473.72	254,632.01
111	02/01/2027	2,540.83	1,060.97	1,479.86	253,152.15
112	03/01/2027	2,540.83	1,054.80	1,486.03	251,666.12
113	04/01/2027	2,540.83	1,048.61	1,492.22	250,173.90
114	05/01/2027	2,540.83	1,042.39	1,498.44	248,675.46
115	06/01/2027	2,540.83	1,036.15	1,504.68	247,170.78
116	07/01/2027	2,540.83	1,029.88	1,510.95	245,659.83
117	08/01/2027	2,540.83	1,023.58	1,517.25	244,142.58
118	09/01/2027	2,540.83	1,017.26	1,523.57	242,619.01
119	10/01/2027	2,540.83	1,010.91	1,529.92	241,089.09
120	11/01/2027	2,540.83	1,004.54	1,536.29	239,552.80
121	12/01/2027	2,540.83	998.14	1,542.69	238,010.11
2027 Totals		30,489.96	12,394.34	18,095.62	
122	01/01/2028	2,540.83	991.71	1,549.12	236,460.99
123	02/01/2028	2,540.83	985.25	1,555.58	234,905.41

## airport t hangars

	Date	Payment	Interest	Principal	Balance
124	03/01/2028	2,540.83	978.77	1,562.06	233,343.35
125	04/01/2028	2,540.83	972.26	1,568.57	231,774.78
126	05/01/2028	2,540.83	965.73	1,575.10	230,199.68
127	06/01/2028	2,540.83	959.17	1,581.66	228,618.02
128	07/01/2028	2,540.83	952.58	1,588.25	227,029.77
129	08/01/2028	2,540.83	945.96	1,594.87	225,434.90
130	09/01/2028	2,540.83	939.31	1,601.52	223,833.38
131	10/01/2028	2,540.83	932.64	1,608.19	222,225.19
132	11/01/2028	2,540.83	925.94	1,614.89	220,610.30
133	12/01/2028	2,540.83	919.21	1,621.62	218,988.68
2028 Totals		30,489.96	11,468.53	19,021.43	
134	01/01/2029	2,540.83	912.45	1,628.38	217,360.30
135	02/01/2029	2,540.83	905.67	1,635.16	215,725.14
136	03/01/2029	2,540.83	898.85	1,641.98	214,083.16
137	04/01/2029	2,540.83	892.01	1,648.82	212,434.34
138	05/01/2029	2,540.83	885.14	1,655.69	210,778.65
139	06/01/2029	2,540.83	878.24	1,662.59	209,116.06
140	07/01/2029	2,540.83	871.32	1,669.51	207,446.55
141	08/01/2029	2,540.83	864.36	1,676.47	205,770.08
142	09/01/2029	2,540.83	857.38	1,683.45	204,086.63
143	10/01/2029	2,540.83	850.36	1,690.47	202,396.16
144	11/01/2029	2,540.83	843.32	1,697.51	200,698.65
145	12/01/2029	2,540.83	836.24	1,704.59	198,994.06
2029 Totals		30,489.96	10,495.34	19,994.62	
146	01/01/2030	2,540.83	829.14	1,711.69	197,282.37
147	02/01/2030	2,540.83	822.01	1,718.82	195,563.55
148	03/01/2030	2,540.83	814.85	1,725.98	193,837.57
149	04/01/2030	2,540.83	807.66	1,733.17	192,104.40
150	05/01/2030	2,540.83	800.44	1,740.39	190,364.01
151	06/01/2030	2,540.83	793.18	1,747.65	188,616.36
152	07/01/2030	2,540.83	785.90	1,754.93	186,861.43
153	08/01/2030	2,540.83	778.59	1,762.24	185,099.19
154	09/01/2030	2,540.83	771.25	1,769.58	183,329.61
155	10/01/2030	2,540.83	763.87	1,776.96	181,552.65
156	11/01/2030	2,540.83	756.47	1,784.36	179,768.29
157	12/01/2030	2,540.83	749.03	1,791.80	177,976.49
2030 Totals		30,489.96	9,472.39	21,017.57	
158	01/01/2031	2,540.83	741.57	1,799.26	176,177.23
159	02/01/2031	2,540.83	734.07	1,806.76	174,370.47
160	03/01/2031	2,540.83	726.54	1,814.29	172,556.18
161	04/01/2031	2,540.83	718.98	1,821.85	170,734.33
162	05/01/2031	2,540.83	711.39	1,829.44	168,904.89
163	06/01/2031	2,540.83	703.77	1,837.06	167,067.83
164	07/01/2031	2,540.83	696.12	1,844.71	165,223.12
165	08/01/2031	2,540.83	688.43	1,852.40	163,370.72
166	09/01/2031	2,540.83	680.71	1,860.12	161,510.60
167	10/01/2031	2,540.83	672.96	1,867.87	159,642.73
168	11/01/2031	2,540.83	665.18	1,875.65	157,767.08
169	12/01/2031	2,540.83	657.36	1,883.47	155,883.61
2031 Totals		30,489.96	8,397.08	22,092.88	

## airport t hangars

	Date	Payment	Interest	Principal	Balance
170	01/01/2032	2,540.83	649.52	1,891.31	153,992.30
171	02/01/2032	2,540.83	641.63	1,899.20	152,093.10
172	03/01/2032	2,540.83	633.72	1,907.11	150,185.99
173	04/01/2032	2,540.83	625.77	1,915.06	148,270.93
174	05/01/2032	2,540.83	617.80	1,923.03	146,347.90
175	06/01/2032	2,540.83	609.78	1,931.05	144,416.85
176	07/01/2032	2,540.83	601.74	1,939.09	142,477.76
177	08/01/2032	2,540.83	593.66	1,947.17	140,530.59
178	09/01/2032	2,540.83	585.54	1,955.29	138,575.30
179	10/01/2032	2,540.83	577.40	1,963.43	136,611.87
180	11/01/2032	2,540.83	569.22	1,971.61	134,640.26
181	12/01/2032	2,540.83	561.00	1,979.83	132,660.43
2032 Totals		30,489.96	7,266.78	23,223.18	
182	01/01/2033	2,540.83	552.75	1,988.08	130,672.35
183	02/01/2033	2,540.83	544.47	1,996.36	128,675.99
184	03/01/2033	2,540.83	536.15	2,004.68	126,671.31
185	04/01/2033	2,540.83	527.80	2,013.03	124,658.28
186	05/01/2033	2,540.83	519.41	2,021.42	122,636.86
187	06/01/2033	2,540.83	510.99	2,029.84	120,607.02
188	07/01/2033	2,540.83	502.53	2,038.30	118,568.72
189	08/01/2033	2,540.83	494.04	2,046.79	116,521.93
190	09/01/2033	2,540.83	485.51	2,055.32	114,466.61
191	10/01/2033	2,540.83	476.94	2,063.89	112,402.72
192	11/01/2033	2,540.83	468.34	2,072.49	110,330.23
193	12/01/2033	2,540.83	459.71	2,081.12	108,249.11
2033 Totals		30,489.96	6,078.64	24,411.32	
194	01/01/2034	2,540.83	451.04	2,089.79	106,159.32
195	02/01/2034	2,540.83	442.33	2,098.50	104,060.82
196	03/01/2034	2,540.83	433.59	2,107.24	101,953.58
197	04/01/2034	2,540.83	424.81	2,116.02	99,837.56
198	05/01/2034	2,540.83	415.99	2,124.84	97,712.72
199	06/01/2034	2,540.83	407.14	2,133.69	95,579.03
200	07/01/2034	2,540.83	398.25	2,142.58	93,436.45
201	08/01/2034	2,540.83	389.32	2,151.51	91,284.94
202	09/01/2034	2,540.83	380.35	2,160.48	89,124.46
203	10/01/2034	2,540.83	371.35	2,169.48	86,954.98
204	11/01/2034	2,540.83	362.31	2,178.52	84,776.46
205	12/01/2034	2,540.83	353.24	2,187.59	82,588.87
2034 Totals		30,489.96	4,829.72	25,660.24	
206	01/01/2035	2,540.83	344.12	2,196.71	80,392.16
207	02/01/2035	2,540.83	334.97	2,205.86	78,186.30
208	03/01/2035	2,540.83	325.78	2,215.05	75,971.25
209	04/01/2035	2,540.83	316.55	2,224.28	73,746.97
210	05/01/2035	2,540.83	307.28	2,233.55	71,513.42
211	06/01/2035	2,540.83	297.97	2,242.86	69,270.56
212	07/01/2035	2,540.83	288.63	2,252.20	67,018.36
213	08/01/2035	2,540.83	279.24	2,261.59	64,756.77
214	09/01/2035	2,540.83	269.82	2,271.01	62,485.76
215	10/01/2035	2,540.83	260.36	2,280.47	60,205.29
216	11/01/2035	2,540.83	250.86	2,289.97	57,915.32

## airport t hangars

	Date	Payment	Interest	Principal	Balance
217	12/01/2035	2,540.83	241.31	2,299.52	55,615.80
2035 Totals		30,489.96	3,516.89	26,973.07	
218	01/01/2036	2,540.83	231.73	2,309.10	53,306.70
219	02/01/2036	2,540.83	222.11	2,318.72	50,987.98
220	03/01/2036	2,540.83	212.45	2,328.38	48,659.60
221	04/01/2036	2,540.83	202.75	2,338.08	46,321.52
222	05/01/2036	2,540.83	193.01	2,347.82	43,973.70
223	06/01/2036	2,540.83	183.22	2,357.61	41,616.09
224	07/01/2036	2,540.83	173.40	2,367.43	39,248.66
225	08/01/2036	2,540.83	163.54	2,377.29	36,871.37
226	09/01/2036	2,540.83	153.63	2,387.20	34,484.17
227	10/01/2036	2,540.83	143.68	2,397.15	32,087.02
228	11/01/2036	2,540.83	133.70	2,407.13	29,679.89
229	12/01/2036	2,540.83	123.67	2,417.16	27,262.73
2036 Totals		30,489.96	2,136.89	28,353.07	
230	01/01/2037	2,540.83	113.59	2,427.24	24,835.49
231	02/01/2037	2,540.83	103.48	2,437.35	22,398.14
232	03/01/2037	2,540.83	93.33	2,447.50	19,950.64
233	04/01/2037	2,540.83	83.13	2,457.70	17,492.94
234	05/01/2037	2,540.83	72.89	2,467.94	15,025.00
235	06/01/2037	2,540.83	62.60	2,478.23	12,546.77
236	07/01/2037	2,540.83	52.28	2,488.55	10,058.22
237	08/01/2037	2,540.83	41.91	2,498.92	7,559.30
238	09/01/2037	2,540.83	31.50	2,509.33	5,049.97
239	10/01/2037	2,540.83	21.04	2,519.79	2,530.18
240	11/01/2037	2,540.83	10.65	2,530.18	0.00
2037 Totals		27,949.13	686.40	27,262.73	
Grand Totals		609,799.20	224,799.20	385,000.00	

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airport t hangars

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Last interest amount increased by 0.11 due to rounding.

**EXHIBIT A**  
**MONROE-WALTON COUNTY AIRPORT**  
**MONROE, GEORGIA**  
**WORK AUTHORIZATION NO.: 2018-01**  
**NEW T-HANGAR DESIGN**

AP XXX-XXXX-XX(XXX) Walton  
(Project Identification No.)

February 2, 2018  
Date:

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the **CITY OF MONROE** (OWNER) and **BARGE DESIGN SOLUTIONS, INC.** (E/A) dated September 30, 2014.

---

Scope of Services:

See attached Work Scope document.

Time of Performance:

AE will complete all work items to meet or exceed GDOT's schedule for completion.

Compensation:

E/A will provide the following basic services (lump sum) at the indicated costs:

**Apron Rehabilitation and Expansion Design:**

Element 1 – Project Formulation	\$5,146.00
Element 2 – Survey	\$0.00
Element 3 – Geotechnical Investigation	\$440.00
Element 4 – Construction Plans	\$6,431.00
Element 5 – Contract Documents	\$5,115.00
Element 6 – Engineer's Design Report	\$0.00
Element 7 – DBE Plan	\$0.00
Element 8 – Coordination, Review, & Comments	\$1,772.00
<b>TOTAL PROJECT COSTS:</b>	<b>\$18,904.00</b>

---

Agree as to Scope of Services, Time of Performance and Compensation:

**CITY OF MONROE**

**BARGE DESIGN SOLUTIONS INC.**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**Monroe-Walton County Airport  
Monroe, Ga**

**Exhibit A  
SCOPE OF WORK**

**ENGINEERING DESIGN FOR A 8-UNIT T-HANGAR AT THE MONROE-  
WALTON COUNTY AIRPORT**

**PROJECT NO. TBD**

Barge Design Solutions Inc. (Barge) will provide civil site design and engineering services for a new 8-unit nested T-Hangar at the Monroe-Walton County Airport. Basis of design will be the existing T-Hangars.

The Engineering Design Services will consist of the preparation of construction drawings and specifications necessary to complete the projects as well as the necessary documents to advertise for bids, receive construction proposals, and award construction contract. The design services will include the following elements of work:

- **Element 1 - Project Development** shall include the preparation of the work scope, fee proposal, and scoping meeting with GDOT and the City of Monroe. Preparation and submission of a 7460 and CATEX is included in this phase.
- **Element 2 - Survey Work** – N/A (Completed during apron project survey).
- **Element 3 – Geotechnical Investigation** will consist of field borings to determine subgrade and soil suitability and characteristics (proposal from Geotech firm is attached).
- **Element 4 – Construction Plans** will provide the civil site preparation including site layout, grading, drainage, and pavement design. A performance specification will be utilized to outline the requirements of the T-Hangar.
  - **Anticipated sheet count** will consist of:
    1. Cover Sheet
    2. Project Layout Plan/General Notes/ etc.
    3. General Safety Plan and Safety Notes
    4. Existing Conditions / Demolition Plan
    5. Site Layout Plan / Dimensional Layout
    6. Typical Section
    7. Detail Sheet
    8. Marking Plan
    9. Grading & Erosion Control Plan & Details (2 Sheets)

- **Element 5 – Contract Documents** including the advertisement for bids, instructions to bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or GDOT project specifications. This element shall include preparation of an engineering cost estimate for the project. The plans and project specifications will be a complete package, ready to bid.
- **Element 6 – Engineer’s Design Report – N/A**
- **Element 7 – DBE Plan - N/A**
- **Element 8 – Coordination, Review, and Comments** will be addressed after the 90 percent submittal to GDOT and to the City.

This project will be designed in accordance with the provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A, Change 1. All construction details will conform to the Georgia Department of Transportation Standard Specifications latest edition or FAA Specifications and/or details.

Deliverables will consist of a set of 90% Plans and Specifications to GDOT and the City for review and comment, and a set of Final Plans and Specifications to GDOT and the City for review and comment prior to the bidding phase. Electronic copies will also be furnished with the Final plan submission.

#### **Exclusions to the Contract**

- Engineer’s Design Report
- T-Hangar foundation design (will be supplied by the selected hangar manufacturer/Contractor)
- Electrical Design
- Plumbing Design
- Architectural Hangar Design
- Bidding Phase Services (can be added to the contract if requested)
- Construction Phase Services (can be added to contract if requested)



4589 Val North Drive  
Valdosta, GA 31602  
229.244.8619  
www.ttlusa.com

December 15, 2017

Barge Waggoner Sumner & Cannon, Inc.  
Attn.: Mr. Kody Walker, P.E.  
2047 West Main Street  
Dothan, Alabama 36301

**Re: *Proposal for Additional Geotechnical Services***  
Monroe-Walton Airport T-Hangar Addition  
Monroe, GA  
TTL Proposal No: P02020717056.00

Kody:

TTL, Inc. is pleased to provide this proposal for additional geotechnical engineering services for the above referenced project, performed in conjunction with TTL proposal No. P020717014.00. This proposal outlines our understanding of the project, our proposed scope of work and our fees for providing those services.

## **Project Information**

The site is located at the Monroe-Walton County Airport in Monroe, Georgia. As described in TTL proposal No. P020717014.00, the project consists of the construction of a new T-Hangar and an expansion of the existing apron. Based on our conversations and review of the proposed construction, TTL has recommended additional services be performed in order to evaluate the T-Hangar area. The scope of work outlined in this proposal pertains to the additional work to be performed for the proposed T-Hangar.

## **Proposed Scope of Services**

TTL proposes to perform the following services:

- Drill a total of one (1) soil test boring to a depth of 20' below finished grade. We have assumed that the site is accessible using a truck-mounted drill rig. Drilling of this boring is contingent on the scope outlined in TTL proposal No. P020717014.00 being performed simultaneously. We propose to move boring B-02 east into the proposed T-Hangar footprint; shift B-03 to the center of the proposed T-Hangar and add one (1) soil test boring to the east end of the proposed T-Hangar; for a total of three (3) borings performed in the T-Hangar footprint.
- Perform Standard Penetration tests (SPT) using a split spoon sampler at standard intervals in the boring to provide information on soil consistency and bearing capacity. We plan to

perform SPT testing at 2.5 feet intervals in the top 10 feet and at 5 feet intervals thereafter. Samples recovered from the SPT testing will be visually evaluated and classified by a TTL engineer. The data from the soil test borings will be used to provide information for site preparation. The boring will be backfilled with soil cuttings from the borehole.

- Include a description of our findings and recommendations for site preparation, a boring location plan, boring logs, and laboratory test results as part of our report described in TTL proposal No. P020717014.00.

We plan to contact the Utilities Protection Center (UPC) prior to drilling the site. Additionally, we request that the owner of the facility locate any known utilities in the area of our borings prior to drilling. Our scope of services does not include the use of a private utility locator or the investigation of environmental issues.

### Compensation

We propose to provide the scope of services described above for a lump sum fee of **\$400.00**. It should be noted that this lump sum fee is contingent on the work being performed while our drill rig is on site for the work proposed in TTL proposal No. P020717014.00. If conditions indicate that additional work is necessary, we will contact you and develop a mutually agreeable scope of work and fee prior to proceeding. Additional work required due to unusual/unsuitable conditions encountered will be charged in addition to the lump sum fee.

### CLOSURE

If this proposal meets with your approval, please sign and return a copy of the attached **Client Project Services Agreement**. We appreciate the opportunity to provide this proposal. Please call if you have any questions.

Sincerely,  
TTL, Inc.



Karl S. Elebash IV  
Staff Professional



Matthew L. Gaston, P.E.  
Principal Engineer

Enclosure: ASFE Information  
Client Project Services Agreement

## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

*is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your Geotechnical Engineer for Additional Assistance**

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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## CLIENT PROJECT SERVICES AGREEMENT

Monroe-Walton Airport T-Hangar

TTL Proposal Number P0202717056.00

Page 1 of 2

This AGREEMENT is between ("Client") and TTL, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in the Project Information section of Consultant's Proposal dated December 15, 2017 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

**1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal or Exhibit B. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

**2. Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

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**5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

**6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

**7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and **no duty to defend is hereby created by this indemnity provision** and such duty is **explicitly waived** under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

**8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

# CLIENT PROJECT SERVICES AGREEMENT

Monroe-Walton Airport T-Hangar

TTL Proposal Number P0202717056.00

Page 2 of 2

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Documents.** Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

**16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

**18. Unforeseen Circumstances.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

**19. Survival.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

**20. Severability.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

## CLIENT

Firm name: \_\_\_\_\_  
Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone no.: \_\_\_\_\_  
City and state: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax no.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Cell no.: \_\_\_\_\_

## CONSULTANT

Firm name: TTL, Inc.  
Firm address for notifications: 4589 Val North Drive, Valdosta, GA 31602 229-244-8619  
TTL approval by: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_ Title: \_\_\_\_\_



4589 Val North Drive  
Valdosta, GA 31602  
229.244.8619  
www.ttlusa.com

December 15, 2017

Barge Waggoner Sumner & Cannon, Inc.  
Attn.: Mr. Kody Walker, P.E.  
2047 West Main Street  
Dothan, Alabama 36301

**Re: *Proposal for Additional Geotechnical Services***  
Monroe-Walton Airport T-Hangar Addition  
Monroe, GA  
TTL Proposal No: P02020717056.00

Kody:

TTL, Inc. is pleased to provide this proposal for additional geotechnical engineering services for the above referenced project, performed in conjunction with TTL proposal No. P020717014.00. This proposal outlines our understanding of the project, our proposed scope of work and our fees for providing those services.

## **Project Information**

The site is located at the Monroe-Walton County Airport in Monroe, Georgia. As described in TTL proposal No. P020717014.00, the project consists of the construction of a new T-Hangar and an expansion of the existing apron. Based on our conversations and review of the proposed construction, TTL has recommended additional services be performed in order to evaluate the T-Hangar area. The scope of work outlined in this proposal pertains to the additional work to be performed for the proposed T-Hangar.

## **Proposed Scope of Services**

TTL proposes to perform the following services:

- Drill a total of one (1) soil test boring to a depth of 20' below finished grade. We have assumed that the site is accessible using a truck-mounted drill rig. Drilling of this boring is contingent on the scope outlined in TTL proposal No. P020717014.00 being performed simultaneously. We propose to move boring B-02 east into the proposed T-Hangar footprint; shift B-03 to the center of the proposed T-Hangar and add one (1) soil test boring to the east end of the proposed T-Hangar; for a total of three (3) borings performed in the T-Hangar footprint.
- Perform Standard Penetration tests (SPT) using a split spoon sampler at standard intervals in the boring to provide information on soil consistency and bearing capacity. We plan to

perform SPT testing at 2.5 feet intervals in the top 10 feet and at 5 feet intervals thereafter. Samples recovered from the SPT testing will be visually evaluated and classified by a TTL engineer. The data from the soil test borings will be used to provide information for site preparation. The boring will be backfilled with soil cuttings from the borehole.

- Include a description of our findings and recommendations for site preparation, a boring location plan, boring logs, and laboratory test results as part of our report described in TTL proposal No. P020717014.00.

We plan to contact the Utilities Protection Center (UPC) prior to drilling the site. Additionally, we request that the owner of the facility locate any known utilities in the area of our borings prior to drilling. Our scope of services does not include the use of a private utility locator or the investigation of environmental issues.

### Compensation

We propose to provide the scope of services described above for a lump sum fee of **\$400.00**. It should be noted that this lump sum fee is contingent on the work being performed while our drill rig is on site for the work proposed in TTL proposal No. P020717014.00. If conditions indicate that additional work is necessary, we will contact you and develop a mutually agreeable scope of work and fee prior to proceeding. Additional work required due to unusual/unsuitable conditions encountered will be charged in addition to the lump sum fee.

### CLOSURE

If this proposal meets with your approval, please sign and return a copy of the attached **Client Project Services Agreement**. We appreciate the opportunity to provide this proposal. Please call if you have any questions.

Sincerely,  
TTL, Inc.



Karl S. Elebash IV  
Staff Professional



Matthew L. Gaston, P.E.  
Principal Engineer

Enclosure: ASFE Information  
Client Project Services Agreement

## Important Information about This

# Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

### Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

### Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

### Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

*is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

### **Realize That Geoenvironmental Issues Have Not Been Covered**

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

### **Have the Geotechnical Engineer Work with Other Design Professionals and Constructors**

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

### **Read Responsibility Provisions Closely**

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Rely on Your Geotechnical Engineer for Additional Assistance**

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910  
Telephone: 301/565-2733 Facsimile: 301/589-2017  
e-mail: [info@geoprofessional.org](mailto:info@geoprofessional.org) [www.geoprofessional.org](http://www.geoprofessional.org)

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## CLIENT PROJECT SERVICES AGREEMENT

Monroe-Walton Airport T-Hangar

TTL Proposal Number P0202717056.00

Page 1 of 2

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**4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 2, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.

**5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon the Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reports will be strictly for informational purposes only and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.

**6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**

**7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and **no duty to defend is hereby created by this indemnity provision** and such duty is **explicitly waived** under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

**8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

**10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**

**11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or geologist licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Alabama law.

# CLIENT PROJECT SERVICES AGREEMENT

Monroe-Walton Airport T-Hangar

TTL Proposal Number P0202717056.00

Page 2 of 2

**12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

**13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and is not responsible for their means and methods.

**14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's subconsultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

**15. Documents.** Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document. Consultant makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications of such electronic copy by Client or others shall be at Client's risk and without liability to Consultant. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its subconsultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

**16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

**17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

**18. Unforeseen Circumstances.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

**19. Survival.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

**20. Severability.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

## CLIENT

Firm name: \_\_\_\_\_  
Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone no.: \_\_\_\_\_  
City and state: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax no.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Cell no.: \_\_\_\_\_

## CONSULTANT

Firm name: TTL, Inc.  
Firm address for notifications: 4589 Val North Drive, Valdosta, GA 31602 229-244-8619  
TTL approval by: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_ Title: \_\_\_\_\_



## Airport Committee Meeting

### AGENDA

March 6, 2018

**Item:**

Hangar Rate Increase

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Hangar Rate Increase Info](#)



**To:** Airport Committee, City Council  
**From:** Chris Bailey, Central Services Manager  
**Department:** Airport  
**Date:** 02/26/18

**Description:** A request is being made for the increase of t-hangar unit lease rates. Currently, the rates are \$200 for the interior units (12) and \$240 for the end units (4). The option for proposed rate increases are for \$225 for the interior units (12) and \$270 for the end units (4); or to \$250 for the interior units (12) and \$300 for the end units (4) for future lease years.

The current and proposed revenue numbers are as follows:

	Current Rates	\$25.00 Increase	\$50.00 Increase
Interior Units (12)	\$200	\$225	\$250
End Units (4)	\$240	\$270	\$300
Annual Revenue	\$40,320	\$45,360	\$50,400
Revenue Increase	-	\$5,040	\$10,080

**Recommendation:**

Staff recommends at a minimum, the approval of an increase to \$225 for the interior units and \$270 for the end units, thus creating an additional revenue of \$5,040 per year.

**Background:**

It is the practice of the City of Monroe to continually work towards making the Monroe-Walton County Airport a profit center for the City, and an economic development engine for the entire City and County. There has been no increase in t-hangar rates to keep up with surrounds airports or current market conditions which show demand far exceeding supply. The increase in rates keeps the Monroe-Walton County Airport in line with surrounding airports that also have an extended runway, 100LL AvGas fuel availability, PAPI lights, and an AWOS system.

**Attachment(s):**

NA