



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, May 13, 2019

Council Chambers

PUBLIC SERVICE AND TRANSPORTATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Public Service and Transportation Committee – Committee Meeting – April 22, 2019

4. NEW LEGISLATION/DISCUSSION ITEMS

- a. ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY.

5. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. (First Reading 4/22/2019).
- b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY. (First Reading 4/22/2019).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 April 22, 2019

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:48 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner, Joseph

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – April 8, 2019

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY CONFIRM THE RE-APPOINTMENT OF ROBERT LINDER TO SERVE ON THE BOARD OF ZONING & BUILDING APPEALS WITH A TERM BEGINNING MARCH 25, 2019 AND ENDING MARCH, 2020. --- Luzader. Public Service and Transportation Committee.

Mayor McCloud: Thank you Chairman Luzader, members of Council. Robert Linder has served us well at a time when its very difficult to get volunteers. He has indicated he would like to serve another term and we are asking you to confirm that request.

Ms. Bryant: How long has Mr. Linder served already?

Mayor McCloud: I think its been one term, four years.

Ms. Bryant: Ok so if your re-appointing him, your looking at a term of one year?

Mayor McCloud: I didn't bring that stuff with me Kristin, I don't know.

Ms. Bryant: Ok, I was just curious.

Mayor McCloud: It might be, it might be an unexpired term for someone else, I don't know. Sorry.

Mr. Luzader: I'm not sure but it may have something to do with, made changes in the terms...

Mr. Joseph: Staggered terms.

Minutes Acceptance: Minutes of Apr 22, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 April 22, 2019

Mayor McCloud: I think it was, yea. They staggered the terms after the charter was amended, but again I cant say for sure.

RESULT:	REFERRED [UNANIMOUS]	Next: 4/22/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: Thank you chairman Luzader, President Joseph, members of Council. With our upcoming Community Clean Up Day, I solicited donations from several organizations, totaling \$1000.00. We would like to appropriate that to a service account that we can then pay for the t-shirts that the Reynoldsburg students are generating for us.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/22/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: The purpose of this legislation is to enter into an extension contract with Geotechnical Consultants Inc to perform special exception and materials testing on the Reynoldsburg Community Center YMCA. The contract from last June was for \$48,000.00. These services were competitively bid by CT Moody Nolan as part of their prime architecture and engineering AIA contract. GCI exceeded the 2018 proposal and was asked to submit a not to exceed 2019 proposal. This contract is for \$47,500.00. This did result in a then and now, which has to come to Council once a new contract has been approved. The contract amount totals \$95,500.00. The budget line item for these services is \$115,000.00. When its all said and done, we will have a savings of \$ 19,500.00. And I have given you a copy, I provided a copy of the deliverable. I receive several of these, 2 to 3 of these reports from GCI on a weekly basis. I then review, go over them with our design team and with Gilbane, our contractor. Any discrepancy, any potential issues. We have some insight to either materials testing or inspection that we may need to take a look at prior to construction moving forward.

Minutes Acceptance: Minutes of Apr 22, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
April 22, 2019

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/22/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR THIRD READING

54-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH PYROTECNICO FOR THE 2019 FIREWORKS DISPLAY. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/22/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

55-19

ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) RECYCLING CARTS; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Luzader: I just have one question and I discussed this with Mr. Sampson before hand. Is there a problem if we let this run its regular course and remove the emergency language. When I talked to the gentleman from SWACO two weeks ago when he was here. He said he didn't think it would be a problem.

Mr. Sampson: Chairman, that would not be a problem. You know we, you know we have the invoice from Toter's for the \$7,000.00 for the extra bins, you know we will pay that when Council approves it. And our first payment to SWACO is in June. The second payment is in December. Yea, you know, take your time.

Mr. Luzader: Then we will amend this at the Council table.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/22/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

56-19

Minutes Acceptance: Minutes of Apr 22, 2019 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 April 22, 2019

ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING
 CARTS; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --
 - Luzader. Public Service and Transportation Committee.

Ms. Bryant: Can we remove the emergency language on this one as well?

Mr. Luzader: Yes.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/22/2019 7:35 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

Minutes Acceptance: Minutes of Apr 22, 2019 7:32 PM (Approval of Minutes)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee**

RE: ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: Legislation needs adopted so that the invoice received in April can be paid.

Ordinance 56-19 was adopted utilizing Toter as the merchant from which the 32 gallon Recycle bins were going to be obtained from.

The correct vendor is Best Equipment Co., Inc., 5550 Poindexter Drive, Indianapolis, IN 46235.

Invoice number SI192908 dated 4/6/2019 for \$7,923.50 is due. This legislation needs adopted as an emergency to allow for a purchase order to be opened for the correct vendor.

ORDINANCE NO. _____

PASSED: _____

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from ~~Toter, 841 Meacham Road, Statesville, NC, 28677~~ **Best Equipment Co., Inc. 5550 Poindexter Drive Indianapolis, IN, 46235**, fifty (50) 32 gallon and one hundred fifty (150) 64 gallon recycling carts for a total price of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50).

SECTION 2. That to fund the purchase referred to in Section 1, an amount of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50) from the unappropriated Solid Waste Fund (750) be and is hereby appropriated to account number 750.738.5315 Private Hauler Contract.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to correct the vendor listed in Ordinance 56-19 and allow payment to the correct vendor; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of _____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Attachment: Repeal Replace 56-19 Purchase of Recycle Carts from Toter (Repeal/Replace 56-19 Purchase of Carts from Toter)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: May 13, 2019

TO: Public Service and Transportation Committee

RE: Ordinance Authorizing the Appropriation of \$1,000 from the Unappropriated General Fund to an Account in the Service Department, and Declaring an Emergency.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To pay for the T-shirts from the Reynoldsburg Schools and new signage.

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO PAY FOR COSTS ASSOCIATED WITH THE 2019 COMMUNITY CLEAN UP DAY, AND DECLARING AN EMERGENCY

Request that Council appropriate from the unappropriated General Fund \$1,000 to account 110.448.5303 Community Events, and declaring an emergency.

DEPARTMENT OF PUBLIC SERVICE

7232 East Main St.
Reynoldsburg, OH 43068
614 322 6840



MEMORANDUM

TO: Mr. Stephen Cicak, Auditor
CC: Brad McCloud, Mayor
DATE: April 9, 2019
RE: Community Clean Up 2019 Sponsorship

The Service Department has received sponsorships for Community Clean Up Day being held Saturday June 1, 2019. Listed below are checks received:

American Structure Point, Check #127473 in the amount of \$250.00

CT Consultants Check # 97452 in the amount of \$500.00

EMH&T, Check # 195656 in the amount of \$250.00

The Service Director will appropriate these monies through the legislative process.

Thank you.

Kalle Gwilliams

A handwritten signature in dark ink, appearing to read "Kalle Gwilliams".

TRANSFER FUNDS TO
ACCOUNT # 110.448.5303
Community events

Attachment: Contributions (Transfer of Funds)



7260 Shadeland Station
Indianapolis, IN 46256-3957
Tel. 317.547.5580

THE NATIONAL
BANK OF INDIANAPOLIS
Our City. Your Bank.

20-667-740

DATE

April 4, 2019

5.a.a

PAY Two Hundred Fifty and 00/100 Dollars

AMOUNT

250.00

TO THE
ORDER
OF

City of Reynoldsburg
Attn: Bill Sampson
7232 East Main Street
Reynoldsburg, OH 43068

VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE

⑈ 127473⑈ ⑆074006674⑆

1192905⑈

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054-8870

Huntington

25-2/440

CHECK DATE

March 11, 2019

PAY Two Hundred Fifty and 00/100 Dollars

AMOUNT 250.00

TO CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068



Sandra C. Doyle Ahern
AUTHORIZED SIGNATURE

⑈00195656⑈ ⑆044000024⑆ 01891452468⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



your trusted advisor
consultants
8150 Sterling Ct.
Mentor, OH 44060

engineers
architects
planners

FIRST NATIONAL BANK
MENTOR, OH 44060
60-1809/433

97452

March 8, 2019

Five Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF

CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068

500.00

AUTHORIZED SIGNATURE

⑈097452⑈ ⑆043318092⑆ 3013037383⑈

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee**

**RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC.
FOR PROFESSIONAL FIELD MONITORING AND TESTING
SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER
YMCA AND DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To allow for field monitoring and testing services on the Reynoldsburg Community Center YMCA in order to meet the completion deadline of 2019.

Geotechnical Consultants, Inc. will provide field monitoring and testing services in accordance with project specifications, the Ohio Building Code Special Inspections Section 1704, and standard construction materials testing. See attached proposal and contract.



**GEOTECHNICAL
CONSULTANTS INC.**

MAIN OFFICE
720 Greencrest Drive
Westerville, OH 43081
614.895.1400 **phone**
614.895.1171 **fax**

YOUNGSTOWN OFFICE
8433 South Avenue
Building 1, Suite 1
Boardman, OH 44514
330.965.1400 **phone**
330.965.1410 **fax**

DAYTON OFFICE
2380 Bellbrook Avenue
Xenia, OH 45385
937.736.2053 **phone**

www.gci2000.com

Construction Materials Engineering and Testing Proposal

February 11, 2019

Mr. Bill Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

e-mail: bsampson@ci.reynoldsburg.oh.us
abowsher@ci.reynoldsburg.oh.us

Reference: City of Reynoldsburg Community Center
1470 Davidson Avenue
Reynoldsburg, Ohio
GCI Project No.: 18-F-22027

Dear Mr. Sampson:

Geotechnical Consultants, Inc. (GCI) is pleased to provide this proposal for continued field monitoring and testing services for the referenced project.

A. PROJECT INFORMATION

The project is currently under construction and consists of constructing a 57,000 square foot Community Center, 13,000 square foot Medical Tenant space, and an outdoor aquatics center. The Community Center will house an indoor pool (natatorium), gymnasium, walking track, fitness areas, program spaces, and associated locker rooms and support facilities. Exterior site improvements include an outdoor pool/spray-ground and sports courts, as well as retaining walls, asphalt paving, and concrete walks.

B. SCOPE OF SERVICES

GCI proposes to continue to provide the following scope of services in accordance with the project specifications, the Ohio Building Code (OBC) Special Inspections Section 1704, and standard construction materials testing. Services will be provided when scheduled by project authorized personnel. Based on our review of the remaining, we understand the scope of the on-call services will be as follows:

1. Sitework Testing

- Observe proofrolling of site subgrades/sub-bases
- Sample fill/backfill material. Prepare and test the samples for moisture density relationship and related soil classifications.
- Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the fill/backfill/asphalt

2. Masonry Observation and Testing

- Observe and document masonry placement procedures
- Obtain mortar samples and perform mortar cube compressive tests
- Obtain grout samples and perform grout prism compressive tests

3. Concrete Observation and Testing

- Observe and document concrete preparation procedures and reinforcing steel placement
- Sample the fresh concrete, perform slump, air content, concrete temperature, and cast 4" by 8" test specimens during placements
- Perform laboratory compressive tests of concrete test cylinders taken in the field
- Perform floor flatness/levelness testing

4. Structural Steel Observation

- Visual observation of connections, including primary framing members and bolts

5. GCI Project Manager

- Project direction, coordination, report review and supervision of laboratory and field services

Additional Services:

If work beyond the scope listed is requested by the client, GCI will issue a short Supplement to the Agreement form, or Supplemental Cost Estimate, that outlines the additional work to be performed and the associated fees. To authorize these additional services, you must return a signed copy of the Supplement.

Scheduling:

Field testing services will be provided on an as-requested basis when scheduled by an authorized representative. GCI will not be responsible for tests that are not performed due to a failure to schedule. A minimum of 24-hours' notice is recommended to schedule our services, although we will make every attempt to meet the requests in a shorter time frame. The scope of services provided in this proposal does not construe a warranty that GCI intends to perform all required testing and observations required by the contract documents. The proposed scope of services is limited to the items described above. It is our policy to provide field reports electronically in PDF form. In order to control unauthorized use of reports, we will not distribute reports unless authorized by the client (see attached report distribution sheet).

C. COMPENSATION

I have conferred with our field representatives on the remaining work and reviewed the Gilbane schedule dated December 6, 2018. Based on assumptions regarding the number of site visits, time on-site, and testing required, we have developed a not-to-exceed cost to complete *Special inspection* services of \$47,500.00. Attached you will find a spreadsheet with our estimated quantities.

The fees for services provided will be based on the unit rates shown in the attached Standard Unit Rates.

Authorization

The attached Terms and Conditions Statement, along with this proposal letter and attached fee schedule, constitutes our entire agreement. In order to provide services, we must receive a signed copy of this agreement before field work is performed.

Thank you for the opportunity to provide our proposal. We look forward to continuing to be of service to you on this project. If you have any questions, please contact this office.

Respectfully submitted,
Geotechnical Consultants, Inc.



Robert L. Hiles, III
Director of Field Operations

Accepted by:

Authorizing Signature & Date

Printed Name & Title

Company Name

Address

City, State, ZIP

Telephone & Fax Number

E-mail Address

Attachments: Distribution Sheet
Rate Sheet
Estimate
Terms & Conditions
SOQ



FIELD REPORT DISTRIBUTION SHEET

Client Name: City of Reynoldsburg
 Project Name & Address: City of Reynoldsburg Community Center
1470 Davidson Avenue – Reynoldsburg, OH
 GCI Project #: 18-F-22027

Copies of field reports will be e-mailed to the Client only, unless otherwise specified. ** Please list additional copies to be distributed below. Provide name and e-mail address.

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

The above noted client takes full responsibility for any mis-use of the information by the above listed firms.

On behalf of the Client: _____

Attachment: City of Reynoldsburg Community Center.CO.021119.REVISED (003) (Geotechnical Consultants, Inc. 2019 Contract)



**GEOTECHNICAL
CONSULTANTS INC.**

MAIN OFFICE
720 Greencrest Drive
Westerville, OH 43081
614.895.1400 **phone**
614.895.1171 **fax**

YOUNGSTOWN OFFICE
8433 South Avenue
Building 1, Suite 1
Boardman, OH 44514
330.965.1400 **phone**
330.965.1410 **fax**

DAYTON OFFICE
2380 Bellbrook Avenue
Xenia, OH 45385
937.736.2053 **phone**

www.gci2000.com

FIELD ENGINEERING DIVISION SCHEDULE OF SERVICES AND FEES

PROJECT PERSONNEL **

Projects often require varying degrees of responsibility and expertise for field technicians. GCI staffs the following:

<i>Engineering Technician</i>	Routine concrete testing for project documentation	\$ 48.00/hour
<i>Sr. Engineering Technician</i>	Testing services with the authority to reject	\$ 58.00/hour
<i>Special Inspector</i>	Site monitoring, on-site recommendations, verification for municipality (special inspections)	\$ 68.00/hour
<i>Steel/Fireproofing/ Floor Flatness/ EIFS/PT Inspector</i>	Bolting and weld inspection, liquid penetrant testing, magnetic particle testing, calibrated wrench torque tension testing, ultrasonic testing, Fireproofing application inspection, Floor Flatness, EIFS inspection, Post Tension inspection	\$ 75.00/hour
<i>Project Manager</i>	Site meetings and conferences, Engineering/data review and report preparation	\$ 85.00/hour

ENGINEERING SERVICES**

Projects that encounter field problems requiring the expertise of our engineering staff, professional opinion or an engineering seal.

<i>Staff Engineer</i>	Engineering evaluation and problem resolution	\$100.00/hour
<i>Senior Engineer</i>	Professional opinions and recommendations	\$140.00/hour
<i>Principal</i>	Forensic, Legal and Value Engineering	\$180.00/hour

CORING SERVICES**

Technician (s)	\$ 55.00/hr ea
Coring Equipment (Coring Gun, generator, diamond bit barrel, patch)	\$100.00/day

TESTING SERVICES**

Partial listing of most common laboratory/field services

SOIL

Nuclear Density Equipment Charge per day	\$ 50.00
Standard Proctor Soil (ASTM D-698A)	\$170.00/sample
Standard Proctor Aggregate (ASTM D-698 B & C)	\$180.00/sample
Mechanical Sieve Analysis – Gradation	\$100.00/sample
Gradation with Hydrometer	\$135.00/sample

CONCRETE

Concrete Compression Tests for 6"x 12" Cylinders (tracking, curing, testing, reporting)	\$ 16.00/each
Concrete Compression Tests for 4"x 8" Cylinders (tracking, curing, testing, reporting)	\$ 15.00/each
Compression Tests for Mortar (tracking, curing, testing, reporting)	\$ 20.00/each
Compression Tests for Grout Prisms (tracking, curing, capping, testing, reporting)	\$ 25.00/each
Concrete Compression Test for cylinders made by others	\$ 20.00/each
Concrete Flexural Strength Tests (simple beam & 3 rd point loading ASTM C-78)	\$ 60.00/each

ASPHALT

Extraction, Dust, Gradation	\$275.00/sample
Thickness and Density (cored sample)	\$ 50.00/each
Flow and Stability (Marshall Method)	\$300.00/sample

SPECIALIZED SERVICES

Windsor Probe Tests	\$ 50.00/each
Windsor Pin Tests	\$ 15.00/each
Floor Flatness/Levelness Profiling – per session	\$100.00
Vapor Emission Tests	\$ 50.00/each
Relative Humidity Probes	\$ 25.00/each
Rapid Relative Humidity Probes	\$100.00/each
Field Ph Tests	\$ 10.00/each
Fire Resistance Material Density Tests	\$ 50.00/each
Fire Resistance Material Pull Tests	\$ 20.00/each
Roof Cut Tests	\$ 50.00/each

TRAVEL CHARGES**

Zone I	Franklin and Delaware Counties	\$ 50.00/trip
Zone II	60 mile radius of Westerville Office	\$ 70.00/trip
Zone III	Remaining portion of Ohio and out of state	\$ 0.60/mile
Per Diem	Meals and lodging for out of town sites	\$150.00/night

Sample Only Pick-up Charge (in-lieu of time or mileage)

Zone I	Franklin and Delaware Counties	\$ 80.00
Zone II	60 mile radius of Westerville Office	\$135.00
Zone III	Remaining portions of Ohio and out of state	\$ 50.00/hr & \$ 0.60/mile

BILLING:

Hourly rates are portal to portal with a two hour minimum per visit. Weekday work over 8 hours per day, work scheduled before 6:00am or after 6:00pm, and Saturday will be charged at 1.5 times the listed rates. Sunday and legal holiday work will be charged at 2.0 times the listed rates. Engineering review will be at the rates listed above.

SCHEDULING:

Please notify our office before 3:00pm the day (Monday through Friday) prior to our services being required for scheduling and/or cancellation. After that time, we make every effort to schedule or cancel, but we cannot guarantee results. If personnel have been sent as scheduled and services are cancelled without notification prior to a technician departure, a two-hour charge will be assessed at the above rates.

**** Charges include secretarial services for initial distribution of reports.**

***** Rates are subject to change.**

Estimated Scope of Services and Budgetary Costs

City of Reynoldsburg Community Center 1470 Davidson Avenue - Reynoldsburg, Ohio

ESTIMATED TESTING AND OBSERVATION FREQUENCIES	QTY.	UNIT RATE	TOTAL FEES
1 <u>Sitework, Subgrades and Sub-bases</u>			
Based on 35 visits, 2 - 4 hours a visit			
A. Project Manager (staff supervision, scheduling, and review)	per hour 5 @	\$85.00	\$425.00
B. Sr. Engineering Technician - Regular Time	per hour 100 @	\$58.00	\$5,800.00
C. Density Equipment Charges	per day 30 @	\$50.00	\$1,500.00
D. Standard Proctor	per sample 3 @	\$170.00	\$510.00
E. Transportation Charges - Vehicle and Support Equipment	round trip 35 @	\$50.00	\$1,750.00
Estimated Subtotal for Sitework			\$9,985.00
2 <u>Foundations, Masonry, Slabs, and Exterior Concrete</u>			
Based on 75 visits, 2 - 6 hours a visit			
A. Project Manager (staff supervision, scheduling, and review)	per hour 15 @	\$85.00	\$1,275.00
B. Special Inspector - Regular Time	per hour 160 @	\$68.00	\$10,880.00
C. Sr. Engineering Technician - Regular Time	per hour 90 @	\$58.00	\$5,220.00
D. Engineering Technician - Regular Time	per hour 50 @	\$48.00	\$2,400.00
E. Transportation Charges - Vehicle and Support Equipment	round trip 75 @	\$50.00	\$3,750.00
Estimated Subtotal for Construction Evaluations			\$23,525.00
3 <u>Materials Testing for Footings, Slabs, Walls and Misc. Concrete Placement</u>			
A. Concrete Cylinders (65 sets w/ 5 cylinders per set)	each 325 @	\$15.00	\$4,875.00
B. Floor Flatness/Levelness Equipment	per day 5 @	\$100.00	\$500.00
C. Mortar - CMU (5 sets w/ 3 cubes per set)	each 15 @	\$20.00	\$300.00
D. Grout - CMU (10 sets w/ 4 prisms per set)	each 40 @	\$25.00	\$1,000.00
E. Sample Pick Up (in lieu of time and trip)	each 5 @	\$80.00	\$400.00
Estimated Subtotal for Materials Testing			\$7,075.00
4 <u>Structural Steel</u>			
Based on 20 visits, 4 hours a visit			
A. Project Manager (staff supervision, scheduling, and review)	per hour 4 @	\$85.00	\$340.00
B. CWI Inspector - Regular Time	per hour 80 @	\$75.00	\$6,000.00
C. Transportation Charges - Vehicle and Support Equipment	round trip 20 @	\$50.00	\$1,000.00
Estimated Subtotal for Steel and Fireproofing Observations			\$7,340.00
ESTIMATED TOTAL:			\$47,925.00



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

The following Terms and Conditions, together with the attached Proposal/Agreement, constitute the terms of the Agreement between Geotechnical Consultants, Inc. (GCI) and the party that authorizes performance of services (Client) with respect to the performance of any services. Terms and Conditions must be accepted prior to commencement of services. Any modification to these Terms and Conditions requires mutual agreement and may result in a fee adjustment.

1. SERVICES TO BE PROVIDED

GCI hereby agrees to provide Client with the services set forth in the attached Proposal under the terms and conditions set forth herein, based on Clients' approved credit or full payment prior to commencement of services. Any prior geotechnical or environmental studies will be made available for review by GCI.

2. BILLING AND PAYMENT:

2.1 Client agrees to pay GCI in accordance with rates and charges set forth in the Proposal. GCI will generally submit invoices for services rendered and expenses incurred during the previous period on a four (4) week periodic basis. Invoices shall be due and payable within thirty (30) days. In the event payment is not timely made, the overdue balance shall bear interest at a rate of 1.5% per month. If Client fails to pay any invoice due to GCI within thirty (30) days after the date of billing, GCI, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance of services. No retainage will be held.

2.2 In the event that GCI is compelled to take action to collect past due payments, Client will reimburse GCI for all cost and expenses of collection, including without limitation all court costs and reasonable attorney's fees.

2.3 Should it be necessary to engage the services of specialized consultants or companies, this will be done with Client's approval. If the scope of the project or of GCI's services is changed materially, the amount of compensation will be equitably adjusted between the Client and GCI.

2.4 If the project is suspended or abandoned in whole or part, GCI shall be compensated for all services performed prior to receipt of written or oral notice from Client of such suspension or abandonment, together with other expenses then due and project closeout costs. If the project is resumed after being suspended for more than three (3) months, GCI's compensation shall be equitably adjusted between Client and GCI.

2.5 No deductions shall be made from GCI's compensation on accounts or sums withheld from payments to contractors, nor shall payment to GCI be contingent upon financing or receipt of payment from any third party.

2.6 If Client fails to make payment when due GCI for services and other expenses, GCI may, upon seven (7) days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by GCI within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of such a suspension of services under this provision, GCI shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

3. RIGHT OF ENTRY

Client hereby grants GCI or represents and warrants (if the site is not owned by Client) that permission has been duly granted for a Right of Entry, by GCI, its agents, staff, consultants, and subcontractors, for the purpose of performing site reconnaissance, test borings, environmental sampling and/or construction monitoring services pursuant to the agreed upon Scope of Services.

4. SAMPLING / EXPLORATION

Where services include sampling and/or exploration

a. NORMAL DISTURBANCE

Client hereby recognizes that the use of testing and/or sampling equipment may affect or damage the terrain, vegetation, improvements, and structures on the site. Client accepts the fact that this is inherent in GCI's services and will not hold GCI liable or responsible for any such damage. GCI will take reasonable precautions to limit damage to site, but the cost for restoration of damage that may result from GCI's operations has not been included in our fee. If GCI is required to restore the site to its former condition, this will be accomplished, and the cost will be added to GCI's fee.

b. DAMAGE TO LATENT SUBTERRANEAN STRUCTURES

GCI will not be liable for damages or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to GCI's attention and/or not correctly shown on plans furnished by Client or others in connection with services performed under this Agreement.

5. LIMITATION OF REMEDIES

5.1 Client expressly agrees to limit GCI's and GCI's employees liability to Client (including any and all construction contractors, subcontractors or other consultants employed by Client) for all claims, actions, damages and costs arising from this Agreement and/or the acts or omissions of GCI's and its employees, subcontractors and subconsultants. Client expressly agrees that to the fullest extent permitted by law, its maximum aggregate recovery (including any recoveries by construction contractors, subcontractors or other consultants employed by Client) for claims against GCI and all of its employees, subcontractors and subconsultants, concerning GCI's services, including



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negligence or breach of this Agreement and any indemnity obligation hereunder, shall be limited to either \$50,000, or fees paid to GCI, whichever is greater. The limit of liability includes, without limitation, attorney's fees and costs to defend this provision and Agreement.

This limit of liability is the only one that will apply in the event of claim(s) against GCI on this project, regardless of how many contracts GCI may enter into with client for this project, or how many claims are made against GCI.

5.2 Client acknowledges that GCI faces risk when Client requests GCI to perform geotechnical engineering and environmental consulting services. Accordingly, as part of GCI's consideration, Client shall, to the fullest extent permitted by law, waive any claim against GCI and indemnify, defend, and hold GCI harmless from any claim resulting from services covered by this Agreement, unless such claims are based on or arise out of GCI's negligent acts or omissions.

5.3 The term "any claim" used in this provision means "any claim" in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.

6. SUBSURFACE RISKS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel who function in accordance with a professional standard of practice, may fail to detect certain conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that GCI inferred to exist between sampling points may differ significantly from those that actually exist. The Client will not hold GCI responsible for such special risks.

7. INDEMNIFICATION AND HOLD HARMLESS

Subject to all otherwise applicable statutes of limitations and repose, GCI agrees to indemnify and hold Client, its directors, shareholders, employees, and permitted assigns harmless for all claims, damages and causes of actions (collectively "Claims"), to the extent such Claims are caused by GCI's negligent acts, errors, or omissions. With regard to any claim alleging GCI's negligent performance of professional services, GCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Client agrees to indemnify and hold GCI, its directors, shareholders, employees, and assigns harmless for all Claims, damages and causes of actions, against GCI related to the performance of the services in this

Agreement, unless such claims arise out of GCI's negligent acts, errors or omissions.

8. DELAYS

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance cause by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under the Proposal for the specific project. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to renegotiation or termination.

9. HAZARDOUS SUBSTANCES

9.1 Hazardous substances may exist at a site where there is no reason to believe they would be present. The Client warrants that the Client has informed GCI of any hazardous substances that may be present if the Client has knowledge or has any reason to believe hazardous substances may be present at the subject property. It is Clients' duty to notify GCI of any information Client has with respect to the presence or suspected presence of hazardous materials at the property.

9.2 It is agreed that the discovery of unanticipated hazardous and/or potentially hazardous substances may make it necessary for GCI to take immediate measures to protect human health and safety, and/or the environment. GCI agrees to notify Client as soon as practically possible should unanticipated suspected hazardous substances be encountered. Client agrees to compensate GCI for the additional cost of such services and agrees to indemnify, defend and hold GCI harmless from any claim or liability for injury or loss arising from GCI's encountering of unanticipated hazardous substances or suspected hazardous substances.

9.3 GCI and Client agree that discovery of unanticipated hazardous substances and/or potentially hazardous substances may constitute a changed condition mandating an amended agreement or termination of services. If an amended agreement is not made between the Client and GCI within seven (7) days of GCI's notice of suspension of services, further services under the contract will be terminated. The Client shall pay



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

all fees and charges incurred under the provisions of the proposal through the date of termination.

9.4 Client agrees to compensate GCI for the cost of decontamination of equipment, replacement of equipment, or other costs incident to the discovery of hazardous substances.

9.5 Client agrees that samples, drill cuttings, and other objects containing hazardous substances are not the responsibility of GCI. The Client agrees that the contaminated samples, contaminated drill cuttings, and other contaminated materials are the responsibility of the Client, and are to be disposed of through arrangements selected and made by the Client.

9.6 The Client agrees that, in the event GCI does not discover hazardous substances at the subject property, it is understood that GCI cannot maintain that no hazardous substances exist at the subject property.

9.7 The Client recognizes the Client's responsibility to inform the property owner, if the property is not owned by the Client, of the discovery of hazardous substances or suspected hazardous substances. The Client further recognizes the Client's responsibility to make any disclosures of the discovery of hazardous substances required by law to the appropriate governing agencies, and that GCI has no responsibility to, nor will GCI, make such disclosures unless human health and/or the environment are in imminent danger as a result of the presence of hazardous substances discovered during performance of services under this Agreement.

9.8 The Client waives any claim against GCI and agrees to defend, indemnify, and hold GCI harmless from any claim or liability for injury or loss of any type arising from:

- GCI's discovery of hazardous substances or suspected hazardous substances, including any costs caused by delay of the project and any cost associated with possible reduction of the property value.
- All consequences of disclosures made by GCI that are required by governing law(s).
- The application of a joint and several liability concept that would in any manner hold or seek to hold GCI responsible for creating a hazardous condition or permitting one to exist.
- Cross contamination caused by sampling.
- GCI's failure to detect hazardous substances through techniques consistent with other professionals performing similar services in the geographic area at the time that the services are performed.

9.9 The Client shall remain liable for and shall pay all fees and charges incurred by GCI in defense of any such claim. Such compensation shall be based upon GCI's

prevailing fee schedule and expense reimbursement policy.

10. BIOLOGICAL POLLUTANTS

GCI's scope of services does not include the investigation or detection of the presence of any Biological Pollutants at the project site or in or around any existing or proposed structure at the site, unless specifically noted in GCI's scope of services. Client agrees that GCI will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. In addition, Client will defend, indemnify, and hold harmless GCI and its employees from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproduct of any such biological organisms.

11. CONSTRUCTION OBSERVATION SERVICES

On request of Client, GCI will provide qualified personnel to observe and report on specific aspects or phases of construction. GCI's services will not include supervision or direction of contractors, contractor's employees, agents, or subcontractors. The presence of GCI's field representative, observation and testing by GCI shall not excuse contractors for defects discovered in contractors' work. Observation and monitoring services provided by GCI are solely for the benefit of Client. GCI's services will not include any supervision or direction of contractor's work or workers, and GCI assumes no liability for such work or workers. .

12. STANDARD OF CARE

Client agrees that GCI's services are performed on behalf of and for the exclusive use of Client for the purpose set forth in the Proposal. Client recognizes that GCI's services require decisions that are not based upon pure science but rather upon judgmental considerations. GCI will perform services in accordance with generally accepted practices of similar consultants undertaking similar services in the same locale at the same time and under like circumstances. Client agrees that such services will be rendered without any warranty, express or implied.

13. INSURANCE

GCI represents and warrants that its staff is protected by Workers' Compensation insurance and that GCI has coverage under Professional Liability, Public Liability and Property Damage insurance policies. Proof of insurance for such policies will be provided to Client upon request.



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

GCI will provide Client with three signed, and sealed if applicable, originals of each report. All documents GCI prepares are instruments of service and shall remain the property of GCI. For a period of 10 years following submission of GCI's report, GCI will make report available to Client at all reasonable times and for a reproduction and service charge. Extension of third party reliance can be offered, for a negotiated fee and must be in writing.

15. PERSONAL GUARANTEE

By signature on the attached proposal, it is attested the individual signing has authority to enter into this Agreement, has read and understood the Agreement and guarantees payment of the services rendered to client below.

16. ORAL ACCEPTANCE OF AGREEMENT

This Agreement's Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between Client and GCI, and GCI will not initiate service without formal agreement on Terms and Conditions set forth in this Agreement. For purposes of convenience, Client may choose to accept this Agreement orally or to orally authorize GCI to initiate services. In that event, Client specifically agrees that, as a material element of the consideration GCI requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to GCI's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order or GCI's purchase order acknowledgment form are inapplicable to this Agreement and GCI's involvement in Client's projects.

17. MISCELLANEOUS

17.1 This agreement shall be made and interpreted under "Ohio" law by the return of the completed executed agreement. Should legal action be initiated, the parties agree the venue shall be the courts of Ohio.

17.2 Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement or for any other purpose.

17.3 The Client and GCI respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor GCI shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17.4 This Agreement represents the entire and integrated Agreement between Client and GCI and

supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and GCI.

17.5 The proposed language of any certificates, affidavits or certifications requested of GCI or GCI's consultants shall be submitted to GCI for review and approval at least fourteen (14) days prior to execution. The Client shall not request certification and/or affidavits that would require knowledge or services beyond the scope of this Agreement or beyond the professional qualifications and engineering experience of GCI.

17.6 Any estimates or opinions of project or construction costs are provided by GCI on the basis of GCI's experience and represents its best judgment. Since GCI has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, GCI cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of cost prepared by GCI.

17.7 Samples for materials testing projects will be disposed of after laboratory test results have been reported. GCI and its subcontracted laboratories will dispose of all soil, rock, water, and other samples no later than ninety (90) days after submission of GCI's report(s), or as soon as samples exceed laboratory holding times, whichever comes first. Client may request, in writing, that any such samples be retained beyond such date, and in such case GCI will ship such samples to the location requested by Client, at Client's expense. GCI may, upon written request, arrange for further storage of samples at mutually agreed storage charges. GCI will not give Client prior notice of intention to dispose of samples. GCI will not be responsible for disposing of contaminated samples.

17.8 Client shall furnish GCI, as needed for performance of GCI's services, any existing data, including, without limitation, borings, probings and subsurface explorations, environmental reports, laboratory tests and other data relative to the project design, property, boundary, easement, right-of-way, topographic and utility surveys.

17.9 Client shall give GCI prompt written notice whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of GCI's services.

17.10 Client acknowledges GCI is a corporation and agrees any claim made by Client arising out of any act or omission of any officer or employee of GCI in execution or performance of this Agreement, shall be made against GCI alone and not against such officer or employee.



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

18 DISPUTES

18.1 Mediation. All disputes between GCI and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

18.2 Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

18.3 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

18.4 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of GCI's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

19. ASSIGNMENT

Client and GCI, respectively, each binds itself and its successors and assigns to the other and its successors and permitted assigns with respect to all covenants of this Agreement. Neither Client nor GCI shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

20. Consequential Damages. Neither Client nor GCI will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

END OF TERMS AND CONDITIONS