3/10/2025 | 7:00 PM

Municipal Services Center, Council Chamber
3600 Tremont Road

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance Led by Council Member Jim Lynch**
3. **Consent Agenda**
   a. Approve March 3, 2025 City Council Meeting Minutes
   b. Ordinance No. 7-2025 - An ordinance authorizing the City Manager to enter into contract with JCORR for construction-related services for the MSC Switchgear and Generator Replacement Project
   c. Ordinance No. 8-2025 - An ordinance authorizing the City Manager to enter into contract with Environment Control for custodial services for the Bob Crane Community Center
4. **Legislative Items for First Reading/Public Hearing**
   a. Ordinance No. 9-2025 - An ordinance authorizing the City Manager to enter into contract with Strawser Paving Company for construction-related services for the 2025 Street Maintenance Program
   b. Ordinance No. 10-2025 - An ordinance authorizing the City Manager to enter into contract with Strawser Paving Company for construction-related services for the 2025 Redding Road Resurfacing and Multimodal Improvement Project
   c. Ordinance No. 11-2025 - An ordinance authorizing the purchase of server virtualization equipment and software from Ideal Integrations
5. **City Manager Update**
6. **Council Liaison Report**
7. **Adjournment**

March 3, 2025

City Council met in regular session in the Council Chamber of the Municipal Services Center, 3600 Tremont Road, and was called to order by President Awakessien Jeter at 7:00 p.m.

Members Present: President Ukeme Awakessien Jeter, Vice President Brian Close, Kathy Adams, John Kulewicz, Jim Lynch, Heidi Munc, and Todd Walter

Staff Present: City Attorney Darren Shulman, City Manager Steven Schoeny, Assistant City Manager Jackie Thiel, City Clerk Krystal Gonchar, IT Director Jeff Kasson, Finance Director Brent Lewis, Public Service Director Gary Wilfong, City Engineer Aaron Scott, Parks & Recreation Director Debbie McLaughlin, Park Development & Arts Superintendent Jeff Anderson, Police Chief Keith Hall, Fire Chief Chris Zimmer, Community Affairs Director Emma Speight, Community Development Director Chad Gibson, and Facilities Manager Mike Hamer.

Pledge of Allegiance

The Pledge of Allegiance was led by John Kulewicz.

Consent Agenda

a. **Approve City Council Meeting Minutes for February 24, 2025**

Mr. Kulewicz moved, seconded by Mr. Lynch, to approve the Consent Agenda. The motion carried with the following vote:

Voting Aye: Adams, Close, Kulewicz, Lynch, Munc, Walter, and President Awakessien Jeter

Reports/Presentations

a. **Capital Improvement Program (CIP) Construction Update, Presented by City Engineer Aaron Scott and Park Development & Arts Superintendent Jeff Anderson**

The City Engineer and Parks Development & Arts Superintendent provided an update on CIP construction projects (attached as Exhibit A). The City Engineer highlighted ongoing updates to the city's website with construction and capital improvement information. Upcoming projects include improvements to Redding Road, 13 crosswalk enhancements (mostly with flashing lights near parks and schools), and addressing sidewalk gaps to improve pedestrian access. Work will also begin on the Riverside Drive shared-use path, connecting Lane Avenue to Trabue Road and linking Upper Arlington to Quarry Trails Metro Park, partially funded by a State Capital Grant.

The Parks Development & Arts Superintendent outlined 2025 goals, with the top priority being the completion of the community center, followed by the Fancyburg Park Master Plan. Other projects include improvements to the Devon toddler pool, Sunny 95 resurfacing, Northam east athletic fields, and pedestrian bridge replacements at Miller Park and Smith Nature Park. Additionally, the City Engineer noted updates to the waterline report to meet new federal requirements. The City Manager cautioned that potential tariffs could lead to pricing instability and long lead times for materials.

Legislative Items for Third Reading/Public Hearing/Council Action

a. **Ordinance No. 6-2025 - An ordinance amending various sections of Chapter 383 - Bicycles, Motorized Bicycles, and Motorcycles and § 543.02 - Adoption of Rules, Violations; Unauthorized and Prohibited Acts of the Upper Arlington Code of Ordinances**

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 6-2025.

The City Attorney stated the current drafted legislation reflects the changes that were agreed upon.

Mr. Kulewicz moved, seconded by Ms. Adams, to pass Ordinance No. 6-2025. The motion carried with the following vote:

Voting Aye: Adams, Close, Kulewicz, Lynch, Munc, Walter, and President Awakessien Jeter

Legislative Items for First Reading/Public Hearing/Council Action

a. **Resolution No. 3-2025 – A resolution adopting the Envision Henderson Planning Study**

The Community Development Director provided a summary of the Envision Henderson Planning Study. MKSK has been the partner in this study. They have done community outreach, surveys, meetings, and public gatherings to gather information and get direction and vision for this project. Some of the themes they will be addressing will be safety, economic development and aesthetics. The Board of Zoning and Planning (BZAP) and staff unanimously support this.

In response to President Awakessien Jeter's invitation to speak, the following speakers came forward:

- Bill Hadler - ownership representative for Northwest Center and WesBanco. They have concerns regarding signage and access to their office building. He would like to work collaboratively with staff.

The Assistant City Manager emphasized engaging business stakeholders, as is standard for major construction projects. The City Attorney clarified that passing the resolution signifies acceptance but does not finalize design details, as it remains a vision for now. Vice President Close expressed support for the plan. Kyle May, representative from MKSK, addressed concerns about sanitary sewer infrastructure, noting that sewer capacity is an issue and a feasibility study will be conducted. The Community Development Director suggested incorporating references to the Henderson Road study into the Unified Development Ordinance (UDO) under mixed-use districts.

President Awakessien Jeter stated that everyone agrees this project has been needed for the City. She praised the thoroughness of the document, the strong engagement throughout the process, and the critical role of staff time and effort.

Mr. Lynch moved, seconded by Ms. Munc, to pass Resolution No. 3-2025. The motion carried with the following vote:

Voting Aye: Adams, Close, Kulewicz, Lynch, Munc, Walter, and President Awakessien Jeter

Legislative Items for First Reading/Public Hearing

a. Ordinance No. 7-2025 – An ordinance authorizing the City Manager to enter into contract with JCORR for construction-related services for the MSC Switchgear and Generator Replacement Project

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 7-2025.

Mr. Kulewicz asked why there was not a 10-percent contingency. The Assistant City Manager stated that $70,500.00 would be enough for unknowns, given the scope. Also, the contractor has contingency in their own bid. Therefore, staff felt comfortable with a five-percent contingency. Mr. Walter asked why it was so over budget. Ms. Thiel said there were so many unknowns, it was mostly driven up by labor costs (prevailing wages were up 15-percent from previous years).

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on March 10, 2025.

b. Ordinance No. 8-2025 – An ordinance authorizing the City Manager to enter into contract with Environment Control for Custodial services for the Bob Crane Community Center

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 8-2025.

Ms. Adams inquired about the wide range in bids and potential quality concerns. The Assistant City Manager explained that company sizes vary, with some needing to hire additional staff. The RFP process included a full scope and reference checks, ensuring confidence in the selected provider. Environment Control's quality control software and self-inspections were particularly appealing. An 18-month contract was deemed a good starting point for this large project.

Ms. Adams also asked about assessing cleaning standards at BCCC. The Assistant City Manager stated the Facilities Manager would oversee the contract with support from BCCC staff, who are committed to maintaining a clean facility. Mr. Lynch asked about OSU's cleaning responsibilities, and the Parks and Recreation Director confirmed OSU will handle their leased space. Vice President Close sought confirmation that BCCC staff would assist with cleaning throughout the day, which Ms. McLaughlin affirmed, emphasizing high standards.

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on March 10, 2025.

City Manager Update

No update provided.

* * *

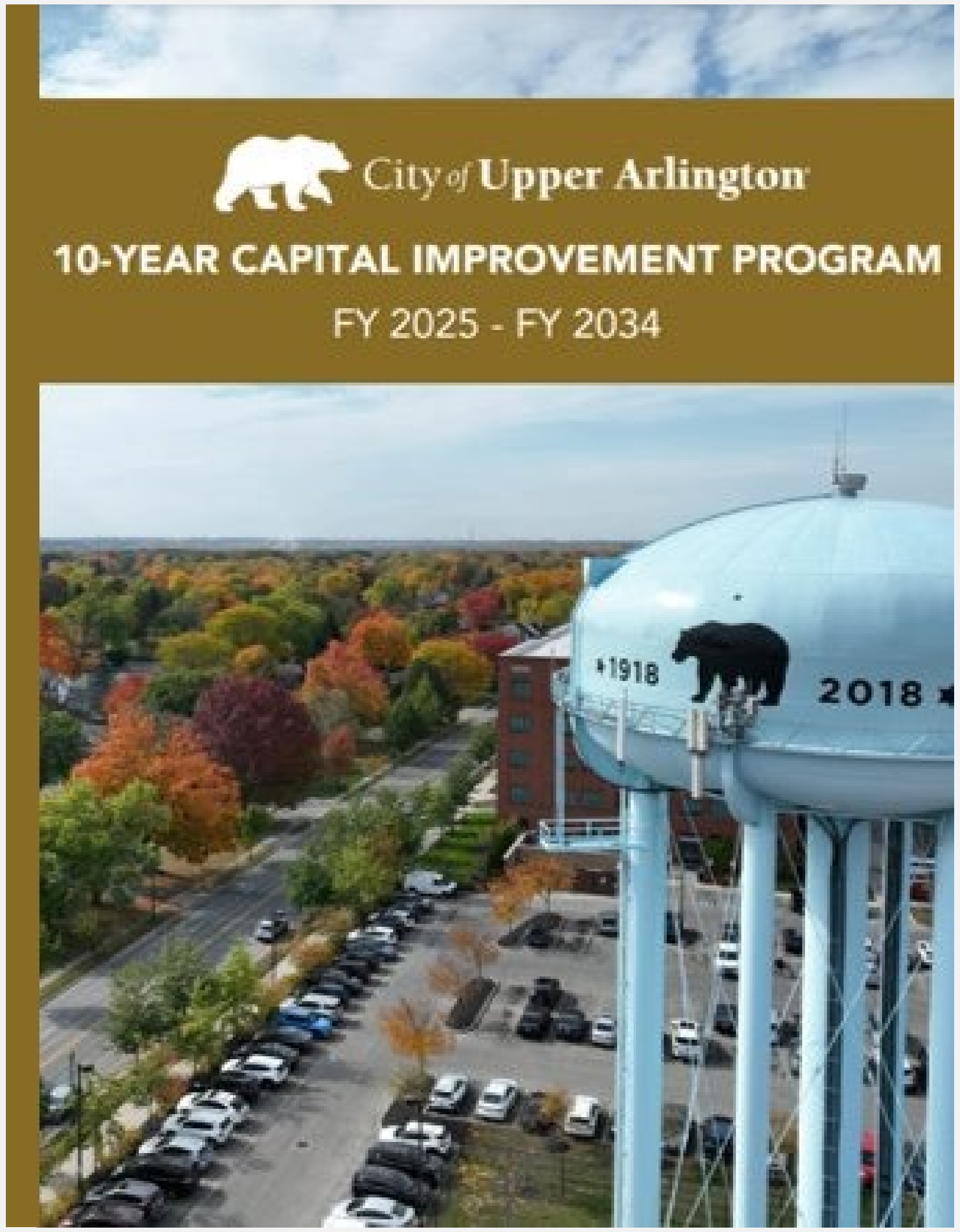
There being no further business to come before City Council, President Awakessien Jeter called for a motion to adjourn the meeting. Mr. Kulewicz moved, seconded by Ms. Adams, to adjourn. The motion carried unanimously and the meeting adjourned at 8:35 p.m.

2025
Capital Improvement Program

Aaron Scott, PE – City Engineer
Jeff Anderson, CPRP, PLA

March 3, 2025

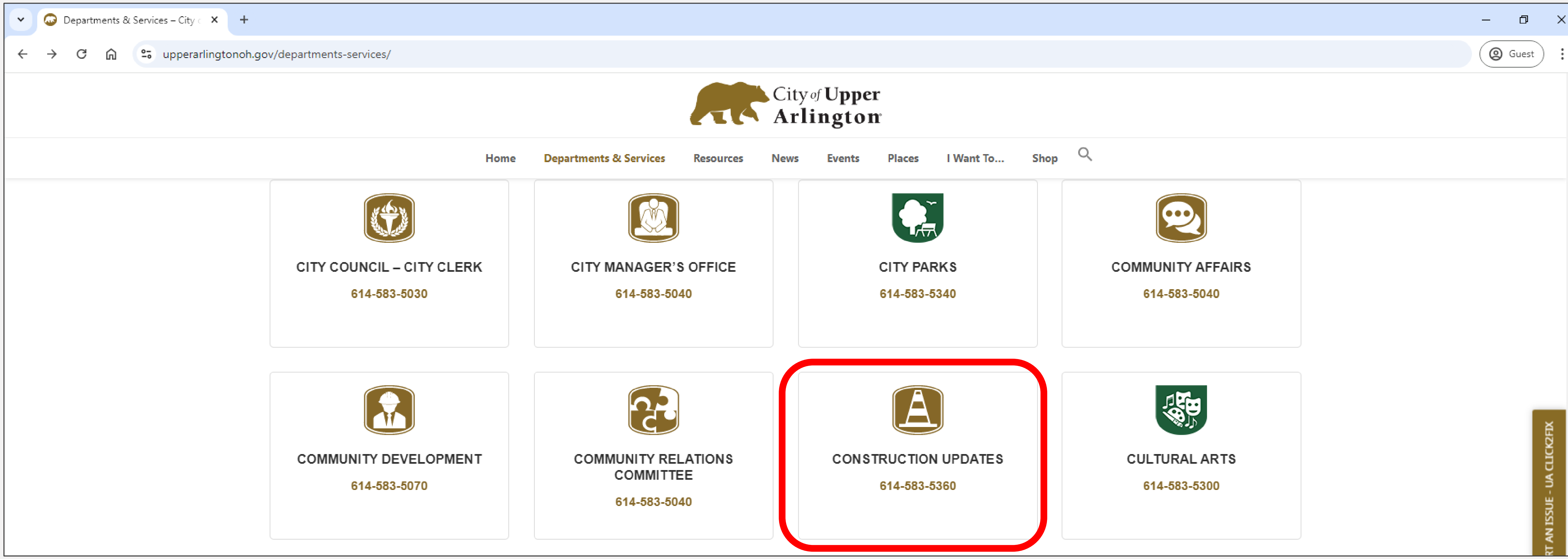
Agenda



2025 CIP

- Construction Updates & where to find them
- Capital Projects in the Right of Way
- Capital Projects in our Parks
- Upcoming Waterline Updates

Construction Updates

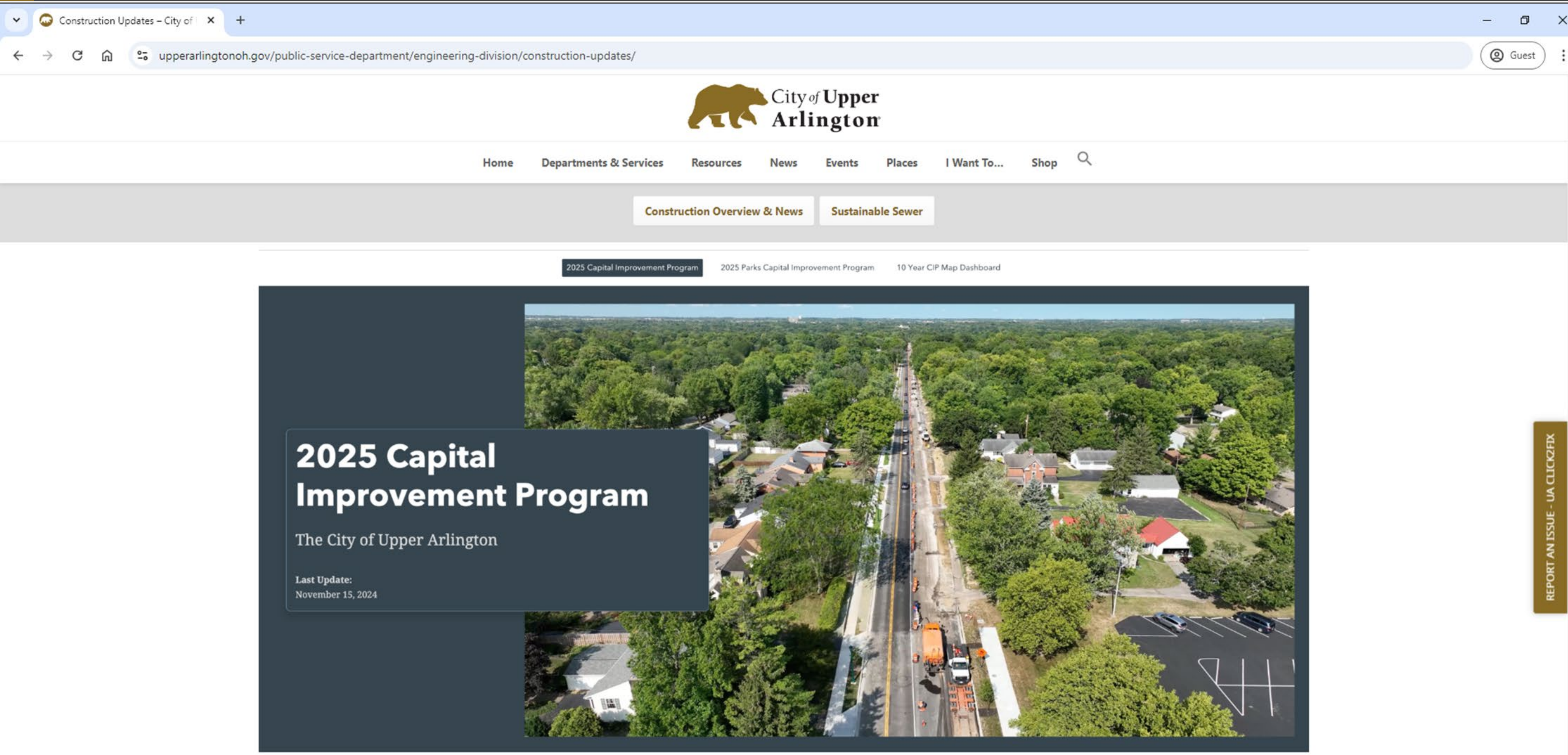


Storymap Location

- City Website
  - "Departments & Services"
  - "Construction Updates"

Construction Updates

4



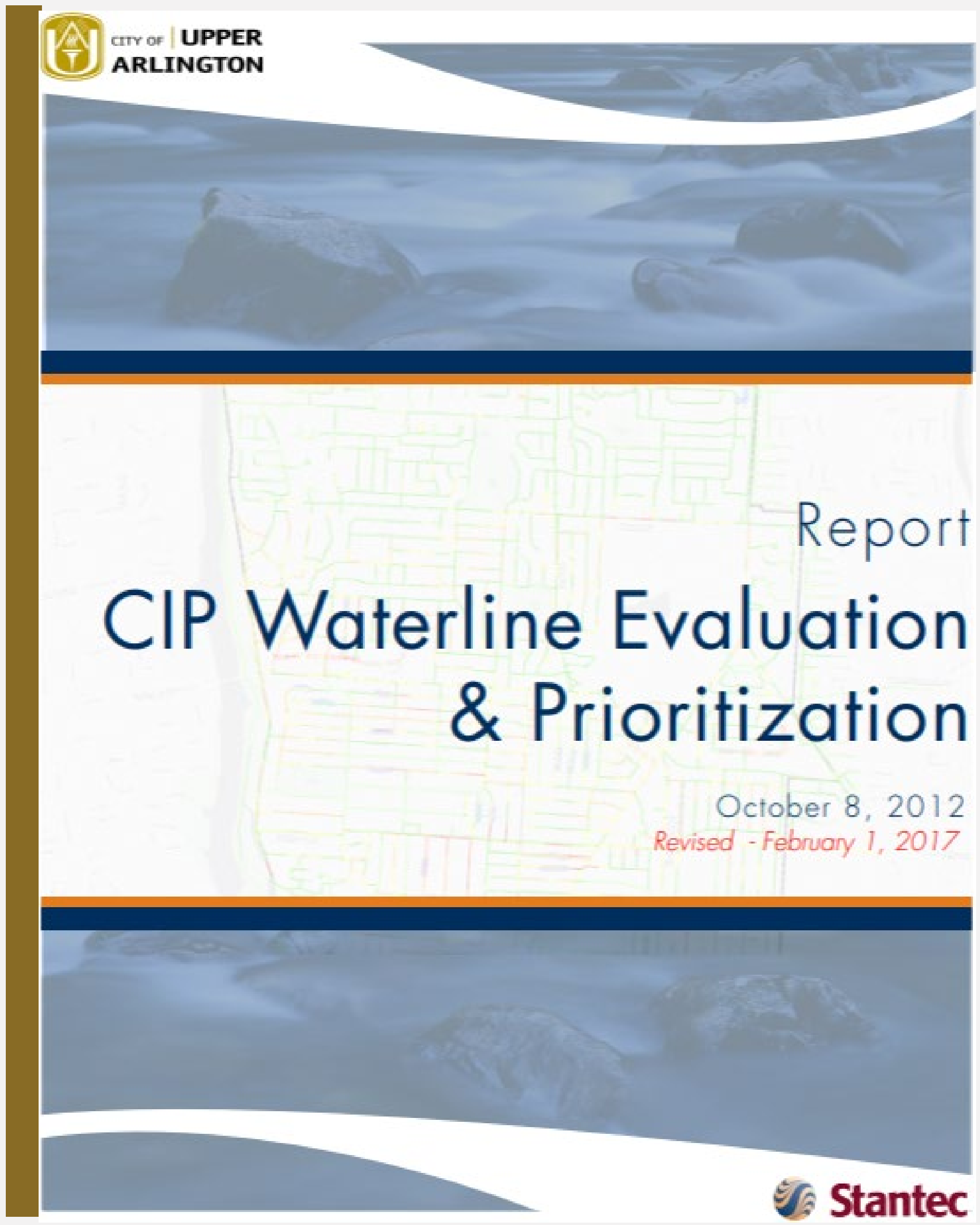
[2025 CIP Storymap]

2025 Goals

Schedule Updates

- Fancyburg Master Plan – April/May Community Engagement, June Final Presentation
- Devon Toddler Pool – April/May Bid, Off Season Construction
- Sunny 95 Resurfacing – May/June Bid, Summer Construction
- Fancyburg Service Yard – Late Fall Bid, Spring 2026 Construction
- Northam East Athletic Fields – Fall Bid, Spring 2026 Construction
- Pedestrian Bridges – Late Fall Bid, Spring 2026 Construction

2025/2026 Water Updates


CITY OF UPPER ARLINGTON

Report

CIP Waterline Evaluation & Prioritization

October 8, 2012

Revised - February 1, 2017

Stantec

Waterline Updates

- Update Waterline Evaluation & Prioritization Report
- Develop Plan to address new federal requirements for water service lines

Questions?

2025

Capital Improvement Program

Authors: Jacolyn Thiel, Assistant City Manager
Mike Hamer, Facilities Manager

Council Meeting Date: March 10, 2025

Subject/Legislative Item: Ordinance No. 7-2025 - An ordinance authorizing the City Manager to enter into contract with JCORR for construction-related services for the MSC Switchgear and Generator Replacement Project

Purpose: To authorize the City Manager to enter into contract for the construction services related to the Municipal Services Building, MSC, Switchgear and Generator Replacement Project.

Executive Summary: Legislation authorizes the City Manager to enter into contract with JCORR for $1,480,500 for construction services related to the MSC Switchgear and Generator Replacement Project. This is the last step in a facility project for the MSC to upgrade and improve the building's electrical system to ensure it works safely, reliably, and without interruptions. The switchgear replacement focuses on controlling and distributing power, while the generator installation ensures there's always backup power available when needed.

Purpose and Impact
This legislation authorizes the City Manager to enter into contract with JCORR for $1,480,500 including 5% contingency. This project was included in the 2025-2026 budget for $1,200,000. The base bid is $210,000 over the budget and $280,500 over the budget when the contingency is included. This overage has been discussed with the Finance team, and we are still recommending awarding the bid and will use the Facilities Contingency budget to cover the overage (this was budgeted for $600,000).

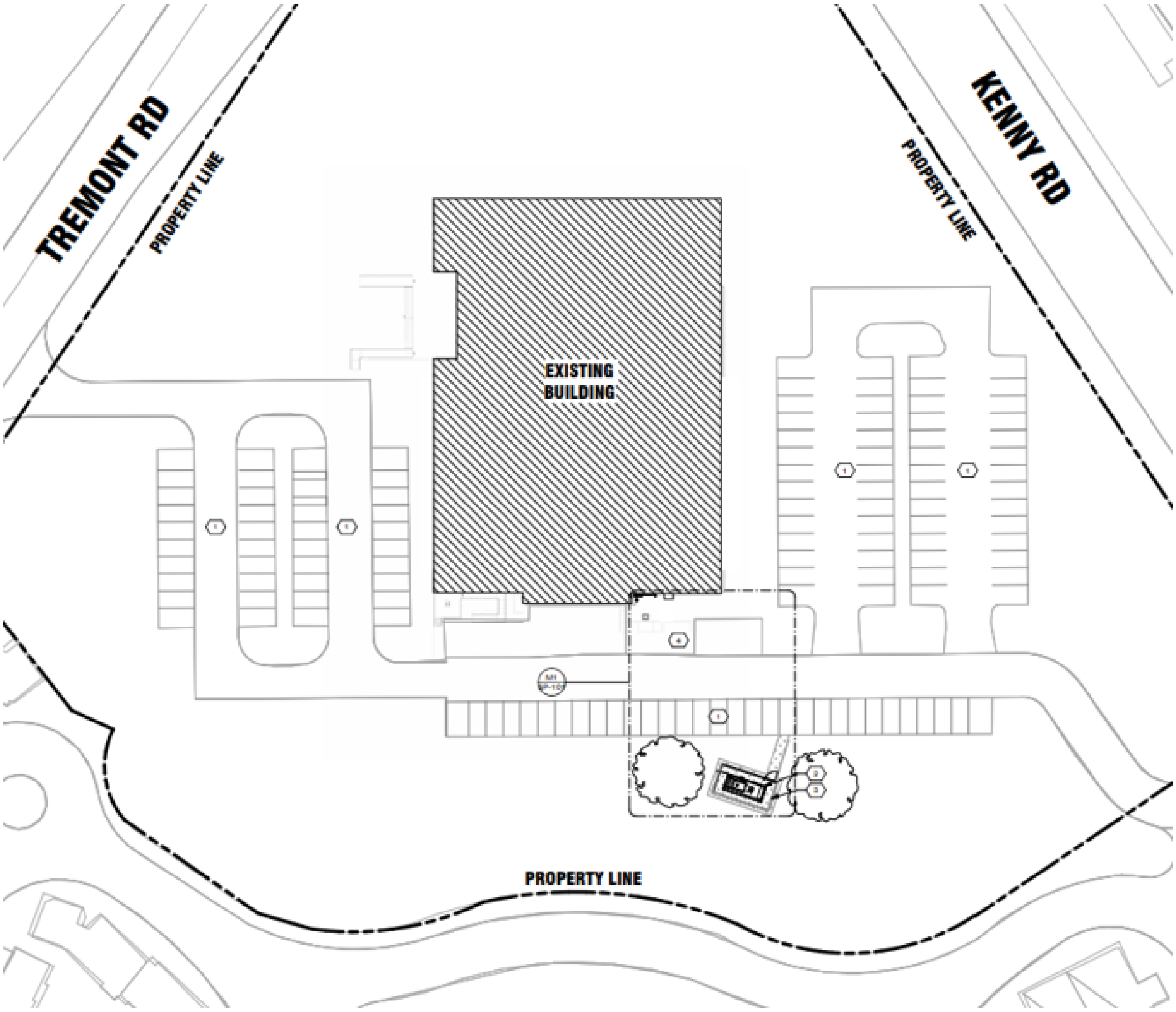
This project updates the original electrical switch gear (a collection of equipment that controls, protects, and isolates electrical circuits) for the MSC building. This project also installs the generator that was purchased in 2023 (ordinance no. 84-2023) to keep all portions of the Municipal Services Building operational, including the HVAC system, during any power interruptions.

The city solicited bids for these construction services on January 24th, 2025 and hosted a site visit for interested bidders on January 30th. Bids were opened (results below) on Friday, February 14th with JCORR being the lowest and best. BBCO, the architect for this project, along with the city facilities team, reviewed bids and completed an interview with JCORR on February 21st to review the scope of work. Based on the responses to the bid and interview, JCORR has a full understanding of the project scope of work along with the schedule.

Contractor	Bid
JCORR	$1,410,000.00
Sherwin	$1,660,859.00

History

In 2022, we identified the need to replace the original builidng electrical switchgear due to no longer being able operate the system for electrical shut-offs for maintenance. At the same time, we recognized the importance of keeping the entire building operational during power interruptions that had affected city operations numerous times that year. This project replaces the existing generator (located in the mezzanine of the MSC) that currently powers essential police operations along with power to the lower level meeting room during a power outage. The new generator will be located outside near the southeast side of the building (shown below) and will keep all portions of the Municipal Services Building operational, including the HVAC system, during any power interruptions.


TREMONT RD
PROPERTY LINE
KENNY RD
PROPERTY LINE
EXISTING
BUILDING
PROPERTY LINE

PROPOSED GENERATOR ENCLOSURE

Alternatives

The project could not be awarded at this time and re-bid next year. We don't recommend delaying the project further and feel confident that although the cost is higher than anticipated, this is a complex project, and we do not anticipate being able to secure better pricing.

Attachments

1.	Ordinance No. 7-2025

ORDINANCE NO. 7-2025

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH JCORR FOR CONSTRUCTION-RELATED SERVICES FOR THE MSC SWITCHGEAR AND GENERATOR REPLACEMENT PROJECT

WHEREAS, the MSC Switchgear and Generator Replacement Project updates the original electrical switch gear (a collection of equipment that controls, protects and isolates electrical circuits) for the Municipal Services Building (MSC); and

WHEREAS, the project also includes installation of the generator that was purchased in 2023, to keep all portions of the MSC, including the HVAC system, operational during any power interruptions; and

WHEREAS, the City solicited bids for construction services on January 24, 2025, followed by a site visit for interested bidders on January 30, and bids were opened on February 14; and

WHEREAS, JCORR was determined to be the lowest and best bidder for an amount of $ 1,410,000.00; and

WHEREAS, it is therefore recommended that City Council authorize the City Manager to enter into contract with JCORR for construction-related services for the MSC Switchgear and Generator Replacement Project, for an amount not to exceed $1,480,500.00, which includes a five-percent contingency.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with JCORR for construction-related services for the MSC Switchgear and Generator Replacement Project, for an amount not to exceed $1,480,500.00, which includes a five-percent contingency.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

Authors: Jacolyn Thiel, Assistant City Manager
Mike Hamer, Facilities Manager

Council Meeting Date: March 10, 2025

Subject/Legislative Item: Ordinance No. 8-2025 - An ordinance authorizing the City Manager to enter into contract with Environment Control for custodial services for the Bob Crane Community Center

Purpose: To provide custodial cleaning services for the Bob Crane Community Center.

Executive Summary: To authorize the City Manager to enter into an 18-month contract with an option to extend for an additional year with Environment Control for custodial cleaning services for the Bob Crane Community Center.

Purpose and Impact

To authorize the City Manager to enter into an 18-month contract with an option to extend for an additional year with Environment Control for custodial cleaning services for the Bob Crane Community Center, BCCC. The contract amount for eighteen months is $236,520.00 or $13,140 per month. The budget amount for 1 year of cleaning was $160,000 or $13,333/month. To enter into the first 18-month contract (so our contract aligns with all city facilities) we will need to appropriate for the full $236,520 to enter into this contract, which the cost will be covered by the facilities contingency budget.

Environment Control is locally owned and operated by a national organization with six decades of experience. The full scope includes full cleaning 7 nights per week, along with midday service to keep common areas, restrooms, locker rooms, and trash areas tidy and free of litter and debris.

A Request for Proposals for custodial Services for the BCCC was issued on January 24, 2025, with site visits for interested bidders completed on February 11th. Proposals were opened (results below) on Friday, February 21, 2025, with Environment Control being the lowest and best. This was based upon their proposal that included computer software for quality control reports along with 60 years of experience and onsite 3-day training for all new personnel. The review team determined the hiring process and training requirements along with location for the lowest bid, VGS, would not meet the opening operating timeline for the BCCC.

Responding Supplier	18 months	30 months
VGS	$213,044.58	$360,745.38
Environment Control Southwest Ohio Incorporated	$236,520.00	$400,500.00
UR Way Cleaning Services	$406,224.00	n/a
JSI Janitorial, LLC	$290,934.90	$488,770.62
GDI Integrated Facility Services	$298,332.00	$507,168.00
City Wide Facility Solutions (Duncan Sales Inc)	$304,001.46	$512,749.14
Clean Team (Clean Team Inc,)	$323,280.00	$540,960.00
Mid-American Cleaning Contractors, Inc.	$241,478.38	$494,336.70
Cummins Facility Services	$394,932.78	$665,347.86
Luminous Cleaning & Painting LLC	$400,269.60	$667,116.00
MR Bs CLEANING SERVICES	$414,000.00	$690,000.00
Slate USA Inc.	$473,580.00	$789,300.00
Square Janitorial Cleaning, Inc. (Square Janitorial Cleaning)	$701,480.00	$1,144,520.00
Healthy Connections (Healthy Connections llc)	$929,700.00	$1,533,300.00
Palmer & Palmer Cleaning LLC (Palmer and Palmer Residential Cleaning and Consultants LLC)	$979,815.96	$1,643,623.56

History

All other city facility custodial services are under a contract with Mr. B's Cleaning Services. This new contract for the BCCC end date will align with the end date with Mr. B's Cleaning Services and allow the city to determine if all facilities will be bid as one contract or continue with smaller contracts mid-year 2026. OSU will be providing their own custodial cleaning for their leased areas of the BCCC.

Alternatives

In the future, if the costs of custodial services increase, the city could research the cost/benefit ratio of providing these services in-house vs. continuing to contract for custodial services.

Attachments

1.	Ordinance No. 8-2025

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 8-2025

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH ENVIRONMENT CONTROL FOR CUSTODIAL SERVICES FOR THE BOB CRANE COMMUNITY CENTER

WHEREAS, the City is in need of custodial services for the newly constructed Bob Crane Community Center (BCCC); and

WHEREAS, all other City facility custodial services are currently managed under a separate contract, but in the future, the City would like the option to bid the services together; and

WHEREAS, if approved, the end date for this new contract for the BCCC will align with the end date with the City's current custodial services contract for all other facilities, allowing for the option to bid as one contract or continue with smaller contracts mid-year 2026; and

WHEREAS, the City solicited Requests for Proposals for BCCC custodial services on January 24, 2025, followed by a site visit for interested bidders on February 11, and bids were opened on February 21; and

WHEREAS, Environment Control was determined to be the lowest and best bidder, for an amount of $236,520.00, for an 18-month contract; and

WHEREAS, it is therefore recommended that City Council authorize the City Manager to enter into contract with Environment Control for BCCC custodial services, for an amount not to exceed $236,520.00, for the 18-month contract.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into an 18-month contract with Environment Control for custodial services for the Bob Crane Community Center, for an amount not to exceed $236,520.00.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

Authors: Gary Wilfong, P.E., Public Service Director
Aaron Scott, City Engineer

Council Meeting Date: March 10, 2025

Subject/Legislative Item: Ordinance No. 9-2025 - An ordinance authorizing the City Manager to enter into contract with Strawser Paving Company for construction-related services for the 2025 Street Maintenance Program

Purpose: To Maintain and Improve the Roadway System

Executive Summary: Legislation authorizes the City Manager to enter into a contract with Strawser Paving Company for construction-related services for the 2025 Street Maintenance Construction Project.

Purpose and Impact

This is an ordinance authorizing the City Manager to enter into contract with Strawser Paving Company in the amount of $1,078,363.78 for the 2025 Street Maintenance Project (SMP).

On Monday, February 24, 2025, the City received bids from five (5) contractors. The results are summarized below:

Contractor	Base Bid	Alternate Bid A - Additional Cost
Strawser Paving Company	**$980,330.71**	**$0**
Decker Construction	$1,011,426.37	$16,307.49
Breck's Paving	$1,027,286.67	$0
Shelly Company	$1,046,593.53	$88,768.60
McB Paving	$1,352,431.50	$0
Engineers Estimate	**$1,176,821.56**	**$0**

The base bid includes typical virgin asphalt material and Add Alternate Bid A substitutes recycled asphalt pavement (RAP). Strawser Paving Company had the lowest and best total bid of $1,078,363.78 including 10% contingency for either material since they used the same price for both asphalt materials. Staff recommends awarding the Base Bid and Add Alternate A to substitute RAP material.

The amount included in the 2025 Capital Improvement Program budget for the Street

Maintenance Program is $1,496,000 (Infrastructure Improvement Fund). Including the 10% contingency, the total contract price is under budget by $390,636.22 at $1,078,363.78. The bids for the 2025 SMP were lower than anticipated. In general, individual unit prices are slightly lower across the board with pavement-related items having larger differences.

SMP construction includes: milling and resurfacing of 1.5-inches of asphalt, spot curb repairs, storm water improvements, and the restoration of any affected lawn areas. The SMP streets and limits are summarized in **Table 1** below.

Street	From	To
Chatfield Rd.	Northwest Blvd	Coventry Road
Chester Rd.	Northam Rd.	Ridgeview Rd.
Colchester Rd.	Riverhill Rd.	Fishinger Rd.
Fairlington Dr.	Kioka Ave.	Fishinger Road
Haverford Road	Pinebrook Road	Cul de sac
Hythe Ct.	Hythe Rd.	Cu de sac
Hythe Rd.	Romnay Road	Reed Rd.
Kirkham Rd.	Fishinger Rd.	Ridgecliff Road
London Dr.	Kenny Rd.	Tremont Road
Pemberton Dr.	Sundridge Dr.	Tremont Rd.
Riverhill Rd.	Mountview Rd.	Kirkham Road
Sedgewick Dr.	Montague Ct.	Concord Village Dr.
Suffolk Rd.	Arlington Ave.	Andover Road

History

Street Maintenance Program

The Street Maintenance Program is an annual Capital Improvement Project that consists of a mill and overlay with new asphalt pavement, spot curb replacement, and the restoration of any affected lawn areas. The City determines which streets receive maintenance based on physical inspections of the roadway. Every two (2) years, each block of every street in Upper Arlington is physically inspected and evaluated by members of the Public Service Department with experience in such evaluations. Four (4) elements of the roadway are evaluated and scored on a rating scale of 0 to 5, with 5 being the worst condition:

1. Pavement Cracking
2. Curb/Gutter Deterioration
3. Crack Sealing
4. Pavement Defects (i.e. potholes, upheavals, raveling, etc.)

A weighted average of the scores is calculated and input into an equation that generates the Pavement Condition Rating (PCR) and Curb Condition Rating (CCR) value. Street pavement condition ratings are scored from 0 to 100 with 100 being the best condition. Curbs are rated from 0 to 5 with 5 being the worst condition. Street segments with Curb/Gutter Deterioration, Pavement Defects, or Pavement Cracking that scored a “5” in the evaluation process are reviewed as candidates for full-depth reconstruction projects. All others are reviewed as candidates for the pavement maintenance program, which is this contract.

Alternatives

City Council has alternative options if they choose not to award Strawser Paving Company the project with Alternate Bid A.

- City Council could award the contract to Strawser Paving Company for only the base bid, therefore not utilizing RAP. This would not be in line with the City’s sustainability efforts.
- City Council can choose not to authorize the City Manager to enter into contract with any of the bidders for this project. This will delay resurfacing on streets with the greatest need for maintenance.

Attachments

1.	Ordinance No. 9-2025

ORDINANCE NO. 9-2025

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH STRAWSER PAVING COMPANY FOR CONSTRUCTION-RELATED SERVICES FOR THE 2025 STREET MAINTENANCE PROGRAM

WHEREAS, the 2025 Street Maintenance Program (SMP) addresses the maintenance and improvement of the City roadway system; and

WHEREAS, this project was included in the 2025 Capital Improvement Program and is an annual project that consists of a mill and overlay with new asphalt pavement, spot curb replacement, and the restoration of any affected lawn areas; and

WHEREAS, the City determines which streets receive maintenance based on physical inspections of the roadway, and every two years, each block of every street in the City is physically inspected and evaluated by members of the Public Service Department with experience in such evaluations; and

WHEREAS, on February 24, 2025, the City received bids from five contractors, with the base bid including typical virgin asphalt material and Add Alternate Bid A substitutes recycled asphalt pavement (RAP); and

WHEREAS, Strawser Paving Company had the lowest and best total bid of $1,078,363.78, including a 10-percent contingency for either material; and

WHEREAS, Staff recommends awarding the Base Bid and Add Alternate Bid A substitute RAP material to Strawser Paving Company for an amount not to exceed $1,078,363.78.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with Strawser Paving Company for construction-related services for the 2025 Street Maintenance Program for an amount not to exceed $1,078,363.78, which includes a 10-percent contingency.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

Authors: Gary Wilfong, P.E., Public Service Director
Aaron Scott, City Engineer

Council Meeting Date: March 10, 2025

Subject/Legislative Item: Ordinance No. 10-2025 - An ordinance authorizing the City Manager to enter into contract with Strawser Paving Company for construction-related services for the 2025 Redding Road Resurfacing and Multimodal Improvement Project

Purpose: To Maintain and Improve the Roadway System

Executive Summary: Legislation authorizes the City Manager to enter into a contract with Strawser Paving Company for construction-related services for the Redding Road Resurfacing and Multimodal Improvement Project.

Purpose and Impact

This is an ordinance authorizing the City Manager to enter into a contract with Strawser Paving Company in the amount of $725,868.28 for the Redding Road Resurfacing and Multimodal Improvement Project.

On Monday, February 24th, 2025, the City received bids from two (2) contractors. The results are summarized below:

Contractor	Base Bid
Strawser Construction Company	**$659,880.25**
Decker Construction	$776,819.48
Engineer's Estimate	**$999,196.65**

As with the 2025 Street Maintenance Program, whose contract is also on the agenda tonight, the bids received for the Redding Road Resurfacing Project were lower than expected. Staff will be working to make adjustments to our estimates for upcoming projects where appropriate. The amount budgeted for this project in the 2025 Capital Improvement Budget is $1,369,500. The proposed contract amount, which includes a 10% construction contingency, is $643,631.72 under budget.

This project will resurface Redding Road, from Fishinger Road to Zollinger Road, and will incorporate a lane reduction and curb extensions to promote multimodal transportation in line with our complete streets policy that City Council established in 2014. Once complete, Redding Road, between Fishinger Road and Zollinger Road, will be a two-lane section with bike lanes in each direction and parking on the east side of the street. This new cross-section allows for true multimodal use of this corridor and provides enhanced crosswalks with shortened crossings at multiple locations.

History

Redding Road, from Fishinger Road to Zollinger Road, is a 38-foot-wide, four-lane collector street bordered by primarily single-family homes. This same section of Redding Road was subject to a lane reduction in the early 2000s when the four-lane cross-section was reduced to three lanes, which included a two-way center turn lane and bike lanes. This lane reduction did not include a buffer area between the bike lanes and on-street parking and was done with little public outreach, which resulted in significant push back from local residents, and was quickly reverted. In 2020, when the projected street condition rating for Redding Road qualified it for a mill and overlay, staff began to consider whether there was a better use of the pavement cross-section. Public outreach for this project began in July 2022 when staff held a public meeting with residents to discuss alternative street layouts and gather their feedback to determine the priorities for residents who are directly affected. In early 2024, staff engaged Crawford, Murphy & Tilly (CMT) to incorporate resident feedback and develop alternative cross-sections to bring back to the residents. On March 21, 2024, the Engineering division presented six alternative cross-sections to residents of Redding Road and were able to select a final design option based on feedback we received.

Alternatives

Council may choose not to award this contract to Strawser Paving Company however this would delay maintenance on a crucial Collector Street.

Attachments

1.	Ordinance No. 10-2025

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 10-2025

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH STRAWSER PAVING COMPANY FOR CONSTRUCTION-RELATED SERVICES FOR THE 2025 REDDING ROAD RESURFACING AND MULTIMODAL IMPROVEMENT PROJECT

WHEREAS, Redding Road, from Fishinger Road to Zollinger Road, is a four-lane collector street primarily serving single-family homes; and

WHEREAS, in 2020, staff identified Redding Road for resurfacing and sought public input on alternative street layouts, culminating in a final design selection in March 2024; and

WHEREAS, bids were received on February 24, 2025, with Strawser Paving Company submitting the lowest responsible bid of $659,880.25; and

WHEREAS, the project aligns with the City's Complete Streets Policy and will reduce lanes, add bike lanes, curb extensions, and parking on the east side; and

WHEREAS, Staff recommends awarding the bid for the 2025 Redding Road Resurfacing and Multimodal Improvement Project to Strawser Paving Company, for an amount not to exceed $725,868.28, which includes a 10-percent contingency.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with Strawser Paving Company for construction-related services for the 2025 Redding Road Resurfacing and Multimodal Improvement Project, for an amount not to exceed $725,868.28, which includes a 10-percent contingency.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

City of Upper Arlington
3600 Tremont Road | Upper Arlington, OH 43221
614-583-5000 | upperarlingtonoh.gov

STAFF REPORT

Authors:	Jeff Kasson, Director of IT
Council Meeting Date:	March 10, 2025
Subject/Legislative Item:	Ordinance No. 11-2025 - An ordinance authorizing the purchase of server virtualization equipment and software from Ideal Integrations
Purpose:	Implement solution for server virtualization in City datacenters
Executive Summary:	Legislation authorizes the City Manager to purchase planned and budgeted server virtualization hardware and software.

Purpose and Impact

This ordinance requests authorization to be granted to the City Manager to execute a purchase of server virtualization hardware and software. This purchase was planned and $300,000.00 was budgeted for this project in the current fiscal year. This solution will provide for the hosting of City applications and servers, which includes data replication to another site for data backup and disaster recovery. The city solicited bids for the requested hardware, software and services with two vendors providing bids for the project. The following is a list of vendors who submitted bids for the project.

Vendor Name	Bid Amount
Ideal Integrations	$285,357.76
All Lines Technology	$346,412.00

We recommend that the City move forward with the proposal from Ideal Integrations, as they have provided the lowest and best bid and are a trained and certified service provider for this line of products.

History

The City has used a server virtualization solution for several years, but this solution was purchased by another company in the past year. The current vendor has changed their focus to concentrate on virtualization solutions for large service providers. We looked at alternative server hosting and virtualization solutions from a number of providers, including Microsoft Azure, Google Cloud, Amazon Web Services and local commercial providers. All of these solutions were more costly than our planned Nutanix purchase.

Alternatives

There are no solutions that provide a comprehensive server virtualization solution at a lower cost. All the major service providers, including local commercial hosting providers, would be able to provide a viable solution at a much higher cost.

Attachments

1.	Ideal_Integrations_proposal_2025
2.	Ordinance No. 11-2025

Nutanix Solution - 3 Year Option

Quote # 016460
Version 1

Prepared for:

City of Upper Arlington

Jeff Kasson
jkasson@uaoh.net

800 Regis Avenue
Pittsburgh, PA 15236

(412) 349-6680

idealintegrations
building networks and partnerships

Hardware

Qty	Description	Price	Ext. Price
3	**NX-8170-G9, 1 Node** 2x Intel Xeon-Silver 4410T processor (2.7 GHz/ 10-core/ 150W, Sapphire Rapids) per node SKU: NX-8170-G9-4410T-CM	$26,123.53	$78,370.59
48	**64GB Memory Module (4800MHz DDR5 RDM)** SKU: C-MEM-64GB-4800-CM	$0.00	$0.00
24	**7.68 TB NVMe SSD** SKU: C-NVM-7.68TB-B-CM	$0.00	$0.00
3	**LOM Module** SMC 10GbE, 2-port Base-T & 2-port SFP+ NIC (Intel X710) SKU: C-LOM-10G2B1BT-CM	$0.00	$0.00
6	**SMC 25/10GbE, 2-port, NIC(Intel E810);** Transceiver not included SKU: C-NIC-25G2E1-CM	$0.00	$0.00
6	**C13/C14, 15A, 4ft Power cord** SKU: C-PWR-4FC13C14B-CM	$0.00	$0.00
3	**TPM 2.0 Module Unprovisioned** SKU: C-TPM-2.0-U-CM	$74.53	$223.59
60	**Subscription, Nutanix Cloud Infrastructure (NCI) Pro Softwar** License & Production Software Support Service for 1 CPU Core 36 Month Term SKU: SW-NCI-PRO-PR	$707.64	$42,458.40
3	**24/7 Production Level HW Support for Nutanix HCI appliance** 36 Month Term SKU: S-HW-PRD	$1,888.12	$5,664.36
60	**Subscription, Nutanix Cloud Infrastructure (NCI) Security ad** Software License & Production Software Support Service for 1 CPU Core 36 Month Term SKU: SWA-NCI-SEC-PR	$135.93	$8,155.80

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Hardware

Qty	Description	Price	Ext. Price
1	**Platform Integration Fee** SKU: PLATFORM INTEGRATION	$0.00	$0.00
3	**NX-8170-G9, 1 Node** 2x Intel Xeon-Silver 4410T processor (2.7 GHz/ 10-core/ 150W, Sapphire Rapids) per node SKU: NX-8170-G9-4410T-CM	$26,123.53	$78,370.59
48	**64GB Memory Module (4800MHz DDR5 RDM)** SKU: C-MEM-64GB-4800-CM	$0.00	$0.00
24	**7.68 TB NVMe SSD** SKU: C-NVM-7.68TB-B-CM	$0.00	$0.00
3	**LOM Module** SMC 10GbE, 2-port Base-T & 2-port SFP+ NIC (Intel X710)	$0.00	$0.00
6	**SMC 25/10GbE, 2-port, NIC(Intel E810);** Transceiver not included SKU: C-NIC-25G2E1-CM	$0.00	$0.00
6	**C13/C14, 15A, 4ft Power cord** SKU: C-PWR-4FC13C14B-CM	$0.00	$0.00
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Hardware

Qty	Description	Price	Ext. Price
1	**Platform Integration Fee** SKU: PLATFORM INTEGRATION	$0.00	$0.00
3	**Nutanix Infrastructure Modernization Service Offering** Installation/configuration per Node SKU: CNS-INF-A-SVC-DEP-STR	$3,282.26	$9,846.78
2	**Nutanix ECA Facilitated Lab Day** SKU: EDU-C-ECA-FACLAB	$1,071.60	$2,143.20
1	**Freight Charge**	$3,622.30	$3,622.30
		Subtotal:	**$285,357.76**

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Nutanix Solution - 3 Year Option

Prepared by:

Ideal Integrations

Jason Brown
(614) 786-7100
Fax (412) 349-6670
jwbrown@idealintegrations.net

Prepared for:

City of Upper Arlington

,
Jeff Kasson
(614) 583-5205
jkasson@uaoh.net

Quote Information:

Quote #: 016460

Version: 1
Delivery Date: 02/12/2025
Expiration Date: 02/28/2025

Quote Summary

Description	Amount
Hardware	$285,357.76
Total:	**$285,357.76**

Payment Options

Description	Payments	Interval	Amount
Down Payment			
100% of Hard Costs	1	One-Time	$285,357.76
25% of Labor	1	One-Time	$0.00

Ideal Integrations

Signature: ____________________

Name: ____________________

Title: ____________________

Date: ____________________

City of Upper Arlington

Signature: ____________________

Name: Jeff Kasson

Date: ____________________

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Pittsburgh, PA 15236

(412) 349-6680

Assumptions

The project scope is outlined on the statement of work on this agreement. Any service or activity that is not explicitly defined in this statement of work is deemed out of scope for this engagement. Delays or additional costs may be incurred resulting any of these conditions not being met. Any access (remote, account, system, or other) will be removed at the end of this engagement, unless otherwise agreed upon by provider and client.

1. The agreement captures basic SOW line items, but for a more complete picture the client can provide additional details typically captured on a project charter, including but not limited to:
    a. Project purpose
    b. Objectives
    c. Deliverables list
    d. Scope list of what the project will and will not address
    e. Milestones
    f. External risks, constraints, and dependencies that will impact workflows
2. Client infrastructure is their responsibility and as noted in the “Client Responsibilities” section, they are solely responsible for integrity, currency, and functionality of equipment and software.
3. Sufficient cabling, rack space, power, access, virtual / physical resources will be available for installation or connection of relevant systems and accessible from the onset of the engagement.
4. The provider will work around the client’s schedule based on normal business hours but may have periods of non-availability as well.
5. This SOW is quoted as being conducted solely and independently by provider staff. Joint or hosted sessions for collaboration or training with clients, contractors, or other 3rd party entities are not in scope unless explicitly stated and may impact timeline and billing.
6. Advisory Services, Engineering, and SME engagement is offered on a time-and-materials basis and not covered in any fixed price service list herein, unless explicitly stated.
7. Work that requires maintenance windows will be conducted at those times, but all other work is presumed to be conducted during normal business hours.
8. The project will commence at the earliest mutually agreed upon date. Scheduling is updated throughout the project lifecycle based on current conditions/information and may be extended as a result.

Client Responsibilities

1. Client agrees to create an account for the provider with necessary privileged access to perform all work as outlined in the scope of work.
2. Client agrees to facilitate remote access to enable the provider to perform work as outlined in the scope of work.
    a. The provider uses Beyond Trust, a secure remote access tool. Alternate access methods must be agreeable and sufficient for the provider to successfully perform the agreed work.
    b. Auditing records of remote activities can be provided upon request, for a limited period.
3. Client agrees to provide access to all systems requiring attention or changes.
4. Upon gaining access, provider will conduct systems discovery from which additional requirements or questions may arise. Client agrees to respond accordingly to additional requests.
5. Client will not modify applications or systems being addressed by the provider during the engagement to reduce the possibility of setbacks or additional labor.
6. Client will identify maintenance windows (down time) that are sufficient in length to perform the work as identified by the provider, and will include:
    a. a defined completion date and time in which client operations must resume,
    b. time for clients to test,
    c. time to execute a revert plan if needed, and
    d. subsequent testing as required.
7. Provider will conduct basic testing to ensure access and basic functionality such as server services running and network connectivity; however, the following responsibilities belong to the client for client testing and test plans:
    a. Client testing and test plans are the sole responsibility of the client, unless otherwise agreed upon by provider and client
    b. Client testing and test plans are mandatory, unless otherwise agreed upon by provider and client
    c. Client testing and test plans are intended to validate functionality from the purview of the client organization,
    d. Client testing and test plans are considered as user acceptance testing,
    e. Sufficient and qualified test groups and client administrators are available for testing all impacted and connected systems immediately following implementation,
    f. Client testing and test plans should be executed with enough time to allow execution of revert plans with consideration to client specified defined completion date and time for the maintenance window as required for client operations.
8. Problem identification stemming from provider changes that requires actions must be identified to the provider within 72 hours of implementation unless otherwise agreed to by provider and client.
9. Client assumes responsibility for the integrity, currency, and functionality of its own equipment and software.
    a. Remediation of pre-existing conditions are the responsibility of the client, and if supported by the provider will follow change management.
10. Client access and changes made by the client or a client contractor to relevant systems during the project lifecycle may impact the schedule, cause delays, or require additional labor and is considered out of scope.
11. Client will facilitate third-party support activities. Contact information must be provided to the provider by the client, and initial contact must be made by the client. Third-party coordination and support will be billed at an hourly rate.
12. It is the client's responsibility to have, verify, and correct (prior to the start of a project) all hardware or software, including, but not limited to versioning, compatibility, available resources, and licensing.
13. Client will provide information necessary to complete the scope of work to the provider upon request.
14. Client will uninstall legacy software, unless otherwise stipulated in the scope of work.

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Terms and Conditions

This Agreement (Contract) is entered into on the Contract Date of this Statement of Work By and between:
Client,
AND
Ideal Integrations, LLC (Ideal), a Pennsylvania Limited Liability Company, 800 Regis Ave., Pittsburgh, Allegheny County, PA, 15236 (“Ideal Integrations”).

1. BACKGROUND
    a. Client desires to purchase and utilize services as listed in this agreement from Ideal.
    b. Ideal Integrations desires to assist Client by providing the necessary services to maintain Client’s desired level of efficiency.
2. SERVICE LEVEL ARRANGEMENT
    a. Client agrees to retain and employ Ideal and Ideal agrees to serve Client, upon the terms and conditions hereinafter set forth.
3. DUTIES OF IDEAL INTEGRATIONS
    a. Services provided are listed in this Statement of Work
    b. During the period(s) of its engagement under this Agreement, Ideal shall serve Client and shall perform any and all services as required by the agreement.
    c. Ideal Integrations may, at its discretion and with the permission of Client, perform services at times outside of the normal work week.
    d. Ideal Integrations may provide support and maintenance for other non-agreement services at a billing rate exclusive of the agreed upon contract price.
    e. This Agreement does not cover any third-party software, equipment or warranties unless otherwise stated herein.
    f. Any other service work not agreed to by the parties under this Agreement may be billed to the Client at an agreed upon hourly rate.
4. DUTIES OF CLIENT
    a. In the case of Client-owned assets; Client represents, warrants and agrees that the equipment and software were rightfully acquired by Client and are the exclusive properties of the Client.
    b. Client shall promptly notify the when any portion of Client’s system malfunctions or is in need of service.
    c. Client shall grant Ideal Integrations complete administrative access to the system at necessary times so that Ideal Integrations may complete all necessary work.
5. COMPENSATION
    a. In consideration of Ideal Integrations services provided hereunder, Client shall pay to Ideal Integrations the sums defined in the Fee Schedule portion of this Statement of Work.
    b. Reimbursement of expenses for work or travel that extends beyond the normal hourly coverage period will be billed at a separate rate.
6. COMMUNICATION WITH OTHERS
    a. Ideal Integrations shall not communicate with any other parties on behalf of the Client without first obtaining Client’s written or verbal approval.
    b. No general approval shall be granted, but approval shall be granted solely on an ad hoc basis.
    c. Under no circumstances shall Ideal Integrations incur any obligation binding upon the Client without prior approval.
7. EXCEPTIONS
    a. This Agreement specifically excludes the following: changes or alterations in specifications or operating requirements; installation, moving, or removing of units, options, or attachments; supplies, accessories and expendable items; labor or replacement of parts or repair of damage resulting from accident, operator error, programming errors, misuse, failure of electrical power or of air conditioning, or from any cause other than ordinary use; program and data failures; and, problems caused by individuals or companies that are not representatives of the Ideal Integrations.
8. TERM
    a. The term of this Agreement shall commence on Contract Start Date of this Statement of Work and expire after Contract Term – as listed in the Fee Schedule section of this Statement of Work.
    b. Contract Start Date may be adjusted to the time when Client begins to be invoiced for service if later the date listed above. For example, if the invoice date starts 3 months later than the term start date above, then the term will begin as of the first invoice date versus the above listed date, continuing through the full Contract Term.
9. ASSIGNMENT; BENEFIT
    a. Client may not assign or otherwise transfer this Agreement or its rights or obligations hereunder, in whole or in part, without the prior written consent of Ideal.

800 Regis Avenue
Pittsburgh, PA 15236

(412) 349-6680

Terms and Conditions

b. This Agreement shall be binding upon and accrue to the benefit of the Parties and their applicable successors and permitted assigns.

c. Any attempted assignment or transfer of this Agreement by Client without Ideal's consent shall be null and void.

10. SEVERABILITY OF PROVISIONS

a. If any provision of this Agreement or the application of any such provision herein shall for any reason be held invalid by a court of competent jurisdiction, such invalidity shall not affect or impair any other provisions hereof, it being the intention of the parties hereto that such other provisions shall be and remain in full force and effect.

11. WAIVER

a. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach of such or any other provision.

12. TERMS & CONDITIONS

a. PRICES: Prices quoted are firm for thirty (30) days from date of proposal. Prices quoted do not include applicable sales, use, or excise taxes. Such taxes shall be added to the invoice at the time of billing, and where Ideal is required by law to collect said taxes, are the sole responsibility of Client unless Client provides Ideal with a proper tax exemption certificate.

b. ACCEPTANCE: Acceptance of the proposal is only upon receipt by Ideal of this Agreement dated and signed by Client.

c. CANCELLATION: All orders and Plans (as that term is defined below) are custom orders and Plans and are not subject to cancellation after Client's acceptance has been received. Client acknowledges that Ideal will have expended considerable resources in preparing the order(s) and Plans on behalf of Client which are not otherwise recoverable.

d. EXCLUSIVE USE: Client understands and agrees that the information contained in this Proposal and the related drawings, plans and documents (collectively, "Plans") are Ideal's exclusive property. Ideal grants Client a limited license to use the Plans solely for purposes of this order. Client shall not disclose, use in any fashion, or reproduce; in whole or in part, the Plans without Ideal's prior express written consent. Client shall immediately return to Ideal the Plans and all copies thereof to Ideal if Client does not engage Ideal for the work. Ideal, it's successors and assigns, retain all common law, statutory and other reserved rights, including copyrights, related to Plans and shall have the right to bring appropriate legal action against Client and third parties to enforce such rights.

e. DELIVERY and INSTALLATION:

i. The job site shall be clean, clear, and free of debris prior to installation. The region of the building to receive the computer equipment will be complete and ready for computer equipment installation. Any delays caused by the preparation of the building or job site will be billed on a time and material basis. Electric current, heat, light, hoisting and/or elevator service will be furnished without charge to Ideal. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided to Ideal without charge.

ii. Delivery and installation will be made during normal working hours, unless otherwise explicitly agreed upon in writing by both parties. Client shall be solely responsible for additional labor costs resulting from overtime work performed at the Client's request. Merchandise shipped direct to the Client from the manufacturer will be the responsibility of the Client. Client must report shortages, damages, or errors with respect to such merchandise, in writing, within ten (10) days of the delivery date of that merchandise. Ideal will thereupon repair or replace, as necessary, such merchandise as has been damaged at the time of the Client's receipt by persons other than the Client or those under the Client's control. All other merchandise shall be deemed to have been fully accepted by the Client subject only to final installation thereof to be performed by the Ideal. Damaged merchandise must be made available for inspection and/or removal by Ideal in order to expedite the resolution process.

iii. Merchandise delivered and brought onto the job site by Ideal or shipper as scheduled shall be inspected and fully accepted at the time of delivery by the Client, subject only to any final installation thereof to be performed by the Ideal. Failure to report any shortages, damages, or errors in writing, at the time of delivery, will constitute Client's full acceptance of the merchandise.

iv. Should Client require Ideal to utilize union labor on any portion of Ideal's work, Client shall be responsible for and reimburse Ideal all additional wages, benefits and employer contributions (including all taxes) beyond Ideal's standard wages, benefits and employers' contributions.

v. Delivery shall be subject to and contingent upon strikes, labor difficulties, riot, civil unrest or fire delay, or default of common carriers, failure to curtailment in the Ideals' usual sources of supply, governmental decrees or orders, or, without limiting the foregoing, any other delays beyond the Ideal's reasonable control, and the Ideal shall not be liable for any loss or damage arising therefrom.

f. DELAYS: Prices quoted are based on delivery and invoicing of merchandise as available in whole or in part on or after scheduled delivery date. Ideal will hold that merchandise free of charge for the Client for a period of fifteen (15) days. If the Client indicates that merchandise is to

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be held beyond this time period, additional storage charges will apply, which Client hereby agrees to pay. Ideal will encounter no delays caused by third party involvement, including deliveries which are out of Ideal's control. Any delays caused by third parties will be billed on a time and material basis.

g. GENERAL LIABILITY: No liability shall accrue against the Ideal as a result of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond Ideal's control.

h. PAYMENT TERMS: Ideal Integrations is not responsible for delays due to circumstances beyond our control. The proposal is good for 30 days from the day that the proposal was presented. Upon acceptance of the proposal and signature, a down payment of total hardware, software, and 25% of Labor - or 50% of total contract cost (whichever amount is greater) is due at signing of contract with the remaining balance due at Completion of the project. Client shall pay within 10 days of receipt of invoice all third-party shipping charges and taxes for any merchandise shipped to either Client or Ideal. Client shall pay a delinquency charge of 1.5% assessed monthly against any amounts not paid within these terms Assuming timely notice of shortages, damages, or errors as provided under "Delivery and Installation," above, payment may be withheld for merchandise invoiced but not received or received in unacceptable condition until Ideal remedies the situation

i. SECURITY INTEREST: Client hereby grants and Ideal retains a security interest in the subject matter of this agreement to secure the payment of indebtedness remaining unpaid hereunder, including but not limited to all hardware, software and any and all other general intangibles associated with Ideal's work. Client agrees to execute financing statements and to perform such other actions as Ideal requires in connection with such security interest.

j. WARRANTIES: The Ideal makes no warranties express or implied, including warranties as to the merchantability or as to the fitness of the merchandise for any particular use of purpose, and Ideal shall not be liable for any loss or damage, directly or indirectly, arising from the use of such merchandise or for consequential damages. Client's damages, if any, are limited to those amounts paid by Client to Ideal hereunder.

k. MISCELLANEOUS: Terms and conditions as set forth herein may be altered only upon the written approval of both the Client and the Ideal. Parties agree to conduct transactions by electronic means.

l. GOVERNING LAW: This contract shall be deemed to have been entered into the Commonwealth of Pennsylvania and any controversy, claims or disputes arising out of the same shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree that any controversy, claim or dispute arising out of this contract shall be brought solely in the courts located in Allegheny County, Pennsylvania, and further agree that the prevailing party will be entitled to recover attorney's fees and costs resulting from said litigation.

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 11-2025

TO AUTHORIZE THE PURCHASE OF SERVER VIRTUALIZATION EQUIPMENT AND SOFTWARE FROM IDEAL INTEGRATIONS

WHEREAS, the City has planned for the acquisition of server virtualization hardware and software to support the hosting of City applications and servers, including data replication for backup and disaster recovery; and

WHEREAS, the City solicited bids for the necessary hardware, software, and services, and received two bids, with the lowest and best bid from Ideal Integrations for an amount of $285,357.76; and

WHEREAS, Ideal Integrations is a trained and certified service provider for the selected solution; and

WHEREAS, the City evaluated alternative hosting and virtualization solutions from multiple providers, including Microsoft Azure, Google Cloud, and Amazon Web Services, all of which were found to be costlier than the proposed Nutanix solution; and

WHEREAS, it is in the best interest of the City to proceed with the acquisition in order to ensure the continued functionality and security of its information technology infrastructure.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Ideal Integrations for the purchase of server virtualization hardware and software for an amount not to exceed $285,357.76.

SECTION 2. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.