

CONTRACT
FOR SERVICES UNDER \$50,000

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for site assessment and evaluation services is entered into by and between Technology Site Planners, Inc. (herein referred to as "Contractor"), and the City of Columbus, Department of Technology (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for site assessment and evaluation services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from for a term of 12 months from the date of a confirmed purchase order. This Contract shall not automatically renew, however upon mutual agreement and authorized appropriation may be renewed for two additional 12-month terms.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$50,000.00, (\$28,523.00 for initial assessment and evaluation, \$21,477.00 for contingency funding) unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

H. Samuel Orth, III, Director/CIO will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

H. Samuel Orth, III, Director/CIO, Department of Technology, 1111 E. Broad Street, Columbus, Ohio 43205

Michael Ashton, Project Manager Technology Site Planners, Inc. 8188 Business Way, Plain City, Ohio 43064

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

H. Samuel Orth, III 4/6/18
Signature Date
H. Samuel Orth, III 4/6/18
H. Samuel Orth, III, Director/CIO Date

CONTRACTOR
Ronald L. Partin 4/5/18
Signature Date
Ronald L. Partin
Director of Construction
Printed Name and Title
Federal ID Number: _____

Please list remit address below:

Teck Site
8188 Business Way
Plain City, OH 43064

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)
virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT. ****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

Sam Orth
City of Columbus
1111 E. Broad St., Suite 300
Columbus, OH 43205

3/23/2018

RE: Site Assessment for the City of Columbus East and West Data Centers
TechSite Job # 3263

Dear Sam,

Thank you for the opportunity to provide this proposal for a Site Assessment, Recommendations and Budgeting service. The goal of this work will be to audit and analyze the conditions at your critical facility and provide recommendations for improvements. The deliverables defined in this document are based on our recent meeting.

As a part of this project, TechSite will perform a thorough site assessment of your critical facility's physical infrastructure. We will review any existing documentation and interview company personnel as needed to document your current and future facility expectations. This investigation will provide essential background information regarding the current capabilities of your data center and projected requirements.

In the Recommendations and Budgeting phase of the service, TechSite will analyze the strengths and weaknesses of your facility's physical infrastructure in comparison to Data Center Best Practices and your internal facility expectations. Our engineers will develop options that address any documented shortcomings. We will describe each option, detailing the advantages and disadvantages along with our recommendations. Additionally, and as appropriate, a high level budget will be developed for each option. Where needed, schematic and plan view drawings will be created to supplement the final report. This report will allow you to more easily plan for future facility upgrades.

We are hopeful for the opportunity to fulfill this contract, for which we feel we are highly qualified to meet your needs. We stand ready to begin upon your acceptance of this proposal. Please feel free to contact me at 614-361-9838 if I can provide any clarifications.

Sincerely,

Michael Ashton
Project Manager
TechSite

PROJECT:

City of Columbus Data Centers East & West

Site Assessment, Recommendations and Budgeting Proposal



For:

Site Assessment for Data Centers East and West

1111 E. Broad Street
Columbus, Ohio, 43228

TechSite Proposal Date:
March 23, 2018

Introduction

TechSite is pleased to present Sam Orth and the City of Columbus the following proposal to provide Site Assessment, Recommendations and Budgeting Service. This service will be used to provide an analysis of the City of Columbus Data Centers located at 1601 Arlingate Lane, Columbus, OH, 43228, and 1111 E. Broad Street, Columbus, OH, 43205.

The evaluation service shall include a professional team of engineers and project management personnel as necessary to review the existing conditions of the site, list risks to the Data Center, develop recommendations for improvement, and provide budgets to implement the recommendations.

PROJECT PURPOSE AND BACKGROUND

The City of Columbus operates a critical data processing facility at 1601 Arlingate Lane, Columbus, OH, 43228. The City of Columbus experienced an outage at the 1601 Arlingate Lane data center on December 17, 2017. The outage was caused by a loss of cooling in the UPS room. The over temperature situation caused a shutdown of both UPS systems and a loss of power to the data center equipment.

Improper performance of the facility monitoring system was part of the chain of events that led to the outage. They expect that there are opportunities for improvement in processes and procedures including operator rounds (inspections) and escalation protocols.

The City of Columbus would like to have a better understanding of the risks that exist within their data centers. This study will provide an engineering analysis of the Data Centers to determine what improvements in infrastructure, monitoring, and procedures will reduce the risk of a future outages. The analysis will look for risks to the facility including single points of failure and capacities of the infrastructure systems. In addition, TechSite will analyze any space restrictions associated with their ability to "fill out" the center row of racks in the data center.

Once the onsite analysis is complete, TechSite will prepare a prioritized list of improvements based on risk. A decision making budget will be provided for each of the recommendations.

METHODS AND DELIVERABLES

SITE ASSESSMENT AND EVALUATION

The goal of the Site Assessment is to evaluate the strengths and weaknesses of the existing data centers and the infrastructure supporting these facilities. Specifically, TechSite will report on the security, flooring, HVAC, fire protection, critical power, utility power, and monitoring systems utilized in the building as they relate to the data centers. In addition, TechSite will evaluate the electrical and mechanical systems to determine capacity, longevity, serviceability and functionality of the systems and the design. Our report will identify single points of failure, systems that are reaching end of life, and systems that have insufficient capacity. The data collected during the Site Assessment will be used to produce a Recommendations and Budgeting Report.



SITE ASSESSMENT AND EVALUATION SERVICES SCOPE OF WORK

1. Review City of Columbus-supplied construction drawings of the architectural features, mechanical systems and electrical risers and systems of the existing facility, if available.
2. Review and document the condition of the facility's architectural systems.
 - a. Record detailed information and photograph the interior of the data center.
 - b. Examine the data center perimeter to verify the integrity of the vapor barrier.
 - c. Record and note ceiling, floor, and wall construction types and heights as it relates to project.
 - d. Record door types, swing and condition.
 - e. Review exterior site – noting generator and fuel storage locations and any obstacles they may provide.
3. Conduct an audit of the existing environmental conditioning systems dedicated to the data center consisting of the following:
 - a. Recording unit manufacturers, model and serial numbers, and version of control systems, unit locations, systems type, tonnage, and conditions.
 - b. Perform mechanical load calculation of the existing data center to determine current cooling capacities versus demands.
 - c. Provide an analysis of the heat rejection systems.
 - d. Examine redundancy level with a focus on the UPS room.
4. Collect additional information related to the critical electrical systems dedicated to the Data Center including:
 - a. Recording unit manufactures, model and serial numbers, and version of control systems, capacity and conditions.
 - b. Reading and recording the electrical power being used by the computer equipment at the UPS and/or PDU displays.
 - c. Calculate the watts per square foot demand and capacity.
 - d. Performing comparisons of the existing electrical capacity versus the demands.
 - e. Perform an audit of the electrical infrastructure, taking into consideration the capacity of the standby generators, automatic transfer switches, utility service, UPSs, batteries, PDUs, as well as other electrical support equipment and restraints as it relates to the computer facility.
 - f. Record detailed information and photograph the entire existing electrical support infrastructure as it relates to the data center.
 - g. Collect and validate nameplate data.
5. Collect Information related to infrastructure control and monitoring systems:
 - a. Age of SITESCAN components
 - b. Version of software
 - c. System Configuration
6. Record detailed information and review the following systems:
 - a. Fire Suppression System
 - b. Security systems
 - c. Water detection
7. Operational Review
 - a. Operational management systems and procedures

- b. Operational Guidelines and Controls
 - c. Existing facility guidelines (written documents)
 - d. Operational procedures (written documents and interviews)
 - e. Configuration and operation of Vertiv Sitescan
8. Document pertinent details related to existing conditions and future consideration including:
- a. Risk assessment of the electrical infrastructure including identifying "Single Points of Failure".
 - b. System Limitations
 - c. Life Expectancy of the Systems
 - d. Serviceability Problems
 - e. Compatibility problems with currently available critical power distribution equipment
 - f. Space Limitations
 - g. Power requirements of the critical support infrastructure including the HVAC systems serving the data center and UPS Room.

RECOMMENDATIONS AND BUDGETING

The Recommendations and Budgeting part of this service will provide a prioritized list of potential action items for City of Columbus. These recommendations will be prioritized based on degree of risk to the Data Center and the existing plans of the City of Columbus. TechSite will provide budgetary estimates for each recommendation as appropriate.

RECOMMENDATIONS AND BUDGETING SERVICES SCOPE OF WORK

1. As needed, communicate with client personnel to further review and gather scope of work details:
 - a. Determine Primary Focus Areas
 - b. Review future needs
 - c. Discuss risk versus investments
 - d. Analyze growth plans
 - e. Discuss redundancy requirements
2. Perform load calculations and analyze site information related to the facility electrical and mechanical systems associated with the Data Center including:
 - a. Evaluate available capacity
 - b. Evaluate existing redundancy levels
 - c. Review dependency on existing equipment reaching end of life expectancies
3. Analyze type, features, and options of the data center cooling systems:
 - a. Detail Pro's & Con's of existing systems
 - b. Verify condensation drainage requirements
 - c. Evaluate humidity control requirements
 - d. Evaluate environmental monitoring requirements
 - e. Document existing system controls (Auto Switchover devices for lead-lag designs)
 - f. As applicable, propose modifications that may improve facility growth, redundancy or efficiency potentials



4. Analyze existing monitoring system to evaluate current operation parameters, weaknesses and develop opportunities for improvement.
5. Analyze and make recommendations on:
 - a. Physical security options
 - i. Access Control Systems
 - ii. Cameras
 - iii. Man-traps
 - b. Cabling design and pathways within the data center
6. Prepare support drawings as needed to illustrate recommendations.
7. Prepare final high level project construction budgets:
 - a. Review budget of all options
 - b. Prioritize & make recommendations on options
 - c. Prepare Pro's & Con's list for Options
8. Assemble detailed documentation from the Site Assessment for inclusion in the final report.
 - a. Create a plan to bring existing data center systems to current OEM standards
 - i. Based on cost/benefit
 - b. Increasing ability for remote monitoring, operation and management (use of SITESCAN and other tools that can be acquired and which will integrate with existing or upgraded systems)
 - c. Facilities improvements
9. Draft Preliminary Guidelines, Operational Procedures, and Operational Monitoring:
 - a. Facility
 - b. Job Role (Operators, Managers, Sections Chiefs)
 - i. Standard Operational Procedures
 - ii. Management Tools
 - c. Remote Monitoring
10. Review Root Cause Analyses for outage of Dec 17, 2017
 - a. Review any assessment provided by others
 - b. Provide TechSite additions, observations, and summary
11. Review Root cause and Analyses for Generator Failure in January 2018.
 - a. Review any assessment provided by others
 - b. Provide TechSite additions, observations, and summary



SCHEDULE

The overall time estimate for completion of the Site Assessment, Evaluation, Recommendations, and Budgeting project is eight (8) weeks from Notice to Proceed.

Site Assessment	2 Weeks
Preliminary Report for Review	4 Weeks
Final Report	2 Weeks
Total:	8 Weeks

AGREEMENT

Lump Sum

City of Columbus as the Owner and TechSite as the Design Consultant, agree to the services to be provided, as listed above, and per standard terms and conditions as attached herein or master services document with the Owner agreeing to compensate TechSite as detailed below.

TechSite agrees to perform these services for the Lump Sum of:

Site Assessment	\$28,523
Total:	
Twenty Eight Thousand Five Hundred Twenty Three	\$28,523

With payment terms as follows: First invoice approximately 30 days after notice to proceed, followed by progress invoicing on a monthly basis until conclusion of project. Invoices to be paid within 30 days of the invoice date.

This agreement entered into as of the date first written below:

Date: _____

Technology Site Planners, Inc

As the Design/Build Consultant

By: _____

Name: Jackie Kershaw

Title: Engineering Director

Date: _____

City of Columbus

As the Owner

By: _____

Name: H. Samuel Orth, III, Director/CIO

Title: _____

Date: _____

EXCEPTIONS/ASSUMPTIONS/CLARIFICATIONS

1. Travel Expenses are included.
2. TechSite has NOT included structural engineering analysis in their costs.
3. Any design services requested for this project that are not described in the scope document will be performed at TechSite standard hourly rates (schedule attached).
4. For unanticipated occurrences (such as changes in project scope):
Our clients will be charged cost plus fifteen percent (15%) for any outside consultants provided by TechSite as part of this project. Expenses are to be reimbursed at cost, including mileage at \$0.545/mile (or current IRS rate), project meeting meals, customer requested project document copies, couriers, if needed and lodging, if applicable.
5. This proposal and included pricing will remain valid for ninety (90) days after submission.
6. The drafting of Preliminary Guidelines, Operational Procedures, and Operational Monitoring that is included in this proposal is high level. After the requirements are better understood, a more proposal for more detailed documentation can be provided.



2018 Consulting Hourly Rate Schedule, effective January 1, 2018

TechSite proposes to provide project managers, project and design engineers, CADD operators, and other necessary personnel to assist our clients in the design, construction, and management of Data Center upgrades at the following hourly rates:

Description of Service	Hourly Rate
Principal Engineer, President	\$175.00
Principal Engineer, Engineering Director	\$150.00
Senior Engineers	\$130.00
Engineers	\$115.00
Assistant Engineers	\$ 95.00
Computer Aided Drafters	\$ 65.00
Director of Construction	\$115.00
Project Managers	\$105.00
Director of Maintenance Services	\$115.00
Maintenance Manager	\$110.00
Maintenance Supervisor	\$100.00
Maintenance Coordinator	\$ 75.00
Assistant Maintenance Coordinator	\$ 55.00
Administrative Assistant	\$ 55.00

Additional Expenses

Our clients will be charged cost plus fifteen percent (15%) for any outside consultants, supplies, materials, equipment, and/or tools provided by TechSite as part of this project.

Expenses associated with services are to be reimbursed at cost, including mileage at \$0.545/mile (or the prevailing IRS-published rate), meals, copying, couriers, if needed and lodging, if applicable.



Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.


Policy number and employer
01361672

Period Specified Below
07/01/2017 to 07/01/2018

TECHNOLOGY SITE PLANNERS INC
8188 BUSINESS WAY
PLAIN CITY, OH 43064-9209



www.bwc.ohio.gov
Issued by: WC


Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

