

AGREEMENT (\$5,000 less than \$30,000)

Department Directors have authority to approve contracts less than \$30,000. Each department is still required to do any necessary review approvals which apply.

STATE OF NORTH CAROLINA _____

COUNTY OF BUNCOMBE

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor agrees to the following:

1. Contractor shall furnish all labor, material, equipment, supervision and permits as necessary to perform the work described in Exhibit A, attached hereto and made a part hereof. It is further agreed that the Contractor will perform the work in accordance with Exhibit B, City of Asheville Terms and Conditions, attached hereto and made a part hereof.
2. The Contractor further agrees that this agreement requires written approval by the City of Asheville before Authorization to proceed is granted.
3. Upon satisfactory completion of the work and acceptance by the City, the City shall pay the Contractor the monetary sum written in Exhibit A for the work described in Exhibit A, attached hereto and made a part hereof unless stated differently in writing.
4. This Agreement incorporates Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

This contract, made and entered this day of March 6th, 2018, by and between the City of Asheville, a municipal corporation organized and existing under the laws of North Carolina (hereinafter referred to as "City") and Patrick Ryan Conant (DBA PRC Web Development) hereinafter referred to as "Contractor").

ATTACHMENTS: Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

Contract Signature Page

Contract # 91800331

Council Resolution # _____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written above.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

 _____ DATE 3/12/18
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 _____ DATE 3/14/18
Chief Financial Officer

City Manager's signature, if required
Attest to:

CITY OF ASHEVILLE

City Clerk

BY: _____ DATE _____

City Manager

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 20____

Notary Public
Printed Name: _____
My Commission Expires: _____

City of Asheville Contract Number 91800331

INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM

Signature: Patrick Conant
Owner

STATE OF North Carolina
COUNTY OF Buncombe

I, Cheryl Parks, a Notary Public of the county and State, do hereby certify
that Patrick Conant personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal this 9th day of March, 2018

Notary Public Cheryl Parks
Printed Name: Cheryl Parks
My Commission Expires: 08 08 2020

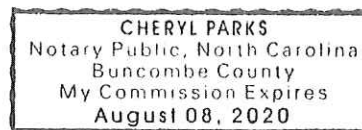


EXHIBIT A



From **PRC Applications**
53 Frances St
Asheville, NC 28806

Estimate Id **549**
Issue Date **02/26/2018**
Subject **Simplicity II Global Styles Conversion & UI Improvements**

Estimate For **City of Asheville**
PO Box 7148
Asheville, NC
28802

Item Type	Description	Quantity	Unit Price	Amount
Service	Bootstrap 4 Updates - We will ensure that Simplicity II is running the latest version of Bootstrap. - We will convert any unnecessary inline classes to mixins and/or class extensions in the CSS.	4.00	\$125.00	\$500.00
Service	CSS Globalization - We will audit all of the markup to find any inline styles that exist in the markup. - We will organize these styles, consolidate them if necessary, and place them in a master CSS file. - We will set up globally used elements like colors as variables within the CSS to allow them to be easily switched by future users. - We will separate foundational CSS from customized CSS to ensure that future users are able to make customizations in an organized way without impacting the CSS that is fundamental to layout, sizing, and arrangement of elements.	6.00	\$125.00	\$750.00
Service	Compatibility & Responsive Testing We will perform thorough testing on the following templates to ensure that they display properly on desktop, tablet, and mobile devices: - Homepage Search - Property template - Address template - Report Page (like Development or Crime) <i>Note: We will fix any issues we identify until the allotted 5 hours are exhausted</i>	5.00	\$125.00	\$625.00

Service	Visual Improvements - We will identify areas where the visual presentation of the website can be improved and will make those changes as necessary. Examples include content sizing, placement, spacing, and alignment.	5.00	\$125.00	\$625.00
Product	Dashboard Styles - We will reserve up to 10 hours to work with the City IT team to build and style a dashboard template. - We will ensure that this dashboard template is responsive and works and displays properly off-the-shelf without the need for customizations. <i>Note: This includes changes to templates, visual elements, and CSS (does not include implementing data visualizations or react code.</i>	10.00	\$125.00	\$1,250.00
Service	Training and Documentation - We will add comments to the CSS and markup to ensure that any future contributors to the Simplicity II repository are clear on how to approach future modifications to the platform. - We will take note of any errors we find while performing our testing.	2.00	\$125.00	\$250.00
Service	User Testing - OPTIONAL - We will perform a full UI/UX audit of the website by building a user testing script and administering it on a selection of colleagues who do not have experience with Simplicity II. - This process will include identifying key actions that we want users to take (or think they will take), and asking test-users to try to complete these actions, offering guidance when necessary. We will write detailed documentation evaluating the test subjects' experiences using the website and how they felt about completing the tasks, both in terms of ease-of-use and their emotional response. - The deliverables from this phase would be a detailed report of our findings from 3-5 test users that would provide us with a deeper understanding of what UI features may have the biggest impact, and where we may consider focusing our resources (typically 20+ pages).	20.00	\$0.00	\$0.00
Service	Project Management & QA - We will reserve time to ensure that we are available for prompt communication throughout the duration of the project. - We will test all functionality and perform full design implementation reviews to ensure that all implemented features work and display properly on desktop, tablet, and mobile devices. <i>Note: Add 5 hours to this line-item if Full UI/UX Audit is opted into</i>	4.00	\$125.00	\$500.00

Estimate Total \$4,500.00

1.SCOPE OF WORK: CONTRACTOR shall provide the service as set forth in **Exhibit A**. If there are any terms in **Exhibit A** that conflict with the terms in **Exhibit B**, the terms in **Exhibit B** take precedent and shall control.

2.TERM: The term of this Agreement shall be until the project is completed or as set forth in **Exhibit A**.

3.COMPENSATION: The City will compensate the CONTRACTOR as set forth in **Exhibit A and/or the Agreement**. The agreed upon amount shall not be exceeded, unless the City amends or renews the Agreement in accordance with all applicable City policies.

4.TIME KEEPING: If applicable, the CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the Department Director or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.

5.EMPLOYEES OF CONTRACTOR: Any employees furnished by CONTRACTOR, pursuant to this Agreement, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this Agreement.

6.INSURANCE: The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy and provide a waiver of subrogation on the CONTRACTOR's general liability and workers' compensation policies. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence

Commercial Auto Liability: \$1,000,000

Excess (Umbrella) Liability: \$1,000,000

Workers' Compensation: Statutory

Employer's Liability: \$500,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7.HOLD HARMLESS / INDEMNITY: CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or

any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. The

CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. **Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**

8.SKILL OF CONTRACTOR: The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.

9.COMPLIANCE WITH OTHER LAWS: CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.

10.TERMINATION: This Agreement may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this Agreement by registered mail, certified mail or by other means.

11.MISCELLANEOUS CONDITIONS: (a) This Agreement, along with referenced Exhibits, contains the entire Agreement between the parties. (b) Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. (c) This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This Agreement is not assignable by either party without the prior written consent of the other party.

12.RENEWAL: The City may elect to renew this Agreement for additional **two (2)** twelve (12) month periods. In order to elect renewal, the City shall provide the CONTRACTOR with sixty (60) days written notice prior to the end of the current term of this Agreement. Upon receipt of this notice, the CONTRACTOR shall provide ten (10) days written notice to the City regarding whether or not it agrees to renew the Agreement and for what amount. The parties acknowledge that approval by the City Council may be required, based upon the amount to be paid for performance of the Agreement.

13.RIGHT TO AUDIT: CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document CONTRACTOR's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

14.NON APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

GENERAL TERMS AND CONDITIONS
EXHIBIT - B

CONTRACT # 91800331

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15. E-VERIFY EMPLOYER COMPLIANCE: By executing this Agreement, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to Agreement with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

16. DRUG FREE WORKPLACE:

The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following:

http://ashevillenc-prod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm