

# CITY OF ASHEVILLE

## CONTRACT CHANGE ORDER

<b>Contract Number:</b>	91800228		
<b>Project Name:</b>	One Asheville Migration: Phase Two		
<b>Change Order Number:</b>	#1		
<b>Description of Change Order:</b>	Add funds: There were several unexpected technical issues which arose during the phase 2 work. These had to be addressed immediately due to performance impacts on OneAsheville. These issues were not foreseeable in advance.		
<b>Company/Representative:</b>	Scott Barnwell		
<b>Originating Dept:</b>	IT Services	<b>Date Change Order Originated:</b>	3/19/2018
<b>Project Contact Primary:</b>	Scott Barnwell	<b>Secondary:</b>	Meredith Troughton
<b>Current Contract Amount Before this Change Order:</b>	<u>6000.00</u>	<b>Funding Code(s):</b>	11000054-521001
<b>This Change Order Amount:</b>	<u>275.00</u>		
<b>Revised Contract Amount:</b>	<u>6275.00</u>		
<b>Contract Time Extension:</b>	<u>    </u> days		

This contract change order # 1 incorporates all of the provisions of the contract and all provisions shall remain in full force and effect except as stated in the attached change order. Payment shall be made after the work is completed and accepted by the City unless stated differently in writing.

Department Director is authorized to execute (sign) informal construction, professional and other service contracts up to \$30,000.00. They are also authorized to execute related change orders that revise the original contract amount up to \$30,000.00. This change order has been reviewed by the Department Director and is recommended for approval by the City Manager.

Signature: \_\_\_\_\_

Department Director or Designee

Date

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

Signature: \_\_\_\_\_

Chief Financial Officer or Designee

Date

The City Manager retains the authority to execute all professional and other service contracts of \$30,000.00 up to \$90,000.00, and to approve all change orders that revise the original contract amount over \$29,999.99 up to \$90,000.00 and change orders that exceed \$90,000.00 with City Council approval. And also to execute all construction contracts of \$30,000.00 to under \$100,000.00 and to approve all change orders that revise the original contract amount from \$30,000.00 up to \$100,000.00. Any change order that revises the original contract amount of \$100,000.00 and over shall have City Council approval before being approved.

Signature: \_\_\_\_\_

City Manager

Date

**COUNCIL APPROVAL REQUIRED FOR CHANGE ORDERS TO CONTRACTS: SERVICE AND PROFESSIONAL SERVICE CONTRACTS \$90,000.00 AND ABOVE INFORMAL CONSTRUCTION CONTRACTS FROM \$100,000.00 TO \$499,999.99 FORMAL CONSTRUCTION CONTRACTS FROM \$500,000 AND ABOVE**

<b>Resolution No.:</b>	
<b>Originating Dept.:</b>	

# Contract Routing Cover Sheet

Department: IT Date: 12/21/2017 Contract Name & # 91800228

## Contract Checklist to be completed by Dept.

<input checked="" type="checkbox"/> Signed/Notarized from Vendor	<input checked="" type="checkbox"/> E-Verify	<input type="checkbox"/> Certificate of Authority has been verified (for out of state vendors only)
<input checked="" type="checkbox"/> Signed by Dept. Director	<input type="checkbox"/> Iran Divestment Review Form	<input checked="" type="checkbox"/> City standard contract template
<input checked="" type="checkbox"/> Entered in Munis	<input type="checkbox"/> Certificate of Insurance	-OR-
<input checked="" type="checkbox"/> Contract # on ALL Documents	<input checked="" type="checkbox"/> All Attachments/Exhibits attached & properly labeled	<input type="checkbox"/> Vendor's contract or other template

**Minority Business** (required for contracts \$30 K and greater and ALL professional services falling under NCGS 143-64.31 unless a QBS exemption is obtained; outreach strongly encouraged for projects under \$30 K if possible.)  
Minority Outreach requirements have been fulfilled and this contract is recommended for award.

Minority Business Coordinator \_\_\_\_\_ Date: \_\_\_\_\_

☐ Email approval attached

\*\*\*\*\*

## Department

Contract/Change Order has been reviewed and is recommended for approval.

Department Director: [Signature] Date: 12/21/2017

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## Risk Management

The document has been reviewed by the Risk Management Department and the appropriate insurance coverage has been provided. *IT Advises to waive evidence of tech. E.O. coverage*

Risk Management Director: [Signature] Date: 1.4.2018

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## Budget

The expenditures in the attached contract documents have been fully provided for in the current annual or capital budget.

*Acct. Code: 11000054-521001 Amt. \$6,000.00 NTE*

Budget/Research Director: [Signature] Date: 1/4/18

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## Finance

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

Finance Director (or designee): [Signature] Date: 1/4/18

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## Legal (required over \$30k)

This document has been reviewed by the City Attorney's Office and is ready for City Manager Signature.

Legal Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Contract was pre-reviewed by Legal

☐ Email of approval attached

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WHEN ROUTING IS COMPLETE, RETURN THIS CONTRACT TO: Meredith/Dawn PHONE: 5510

Contract No. 91800228  
Funding No. \_\_\_\_\_

**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 December 15, 2017, 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 # 91800228

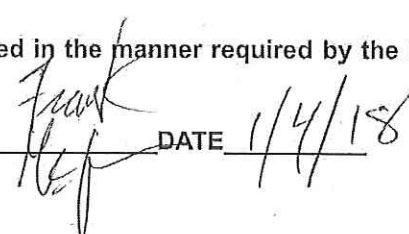
Council Resolution # \_\_\_\_\_ (if applicable)

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.

 Jonathan Feldman DATE 12/21/2017  
Department Director

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

 Frank McGowan DATE 1/4/18  
Financial & Strategic Services Manager  
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 91800228

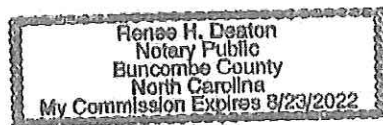
\*\*\*\*\*  
INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM  
\*\*\*\*\*

Signature: Patrick Conant  
Owner

STATE OF North Carolina  
COUNTY OF Buncombe

I, Renee H. Deaton, 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 19 day of December, 2017



Notary Public Renee H. Deaton  
Printed Name: Renee H. Deaton  
My Commission Expires: 8/23/2022

## EXHIBIT A – SCOPE OF WORK

PRC Applications will provide technical consulting services for the purpose of updating and improving the City of Asheville's Intranet site, OneAsheville.

The work will include the following:

Phase 1: Upgrade all OneAsheville Wordpress plugins for the new site hosted on Pantheon. G-login and G-Directory plugins will be enabled after phase 3. (December-January 2018)

Phase 2: Upgrade logging in and user creation/deactivation to use G-login plugin, using Google as the "source of truth" for user access to One Asheville -- and determine potential Google groups to achieve the editor / content manager roles. (December-January 2018)

Phase 3: Switch the Directory to use Google Directory. This will require the step of creating a custom method for users to edit their Google custom "Work Biography & Summary" field, so that they can still easily edit their own profile information and it will be reflected in the new Google Directory. As well as one-time bulk transfer of existing profile info into the custom field. (February 2018)

Phase 4: Develop a process to move to Google groups instead of the Buddy Press channels. (February-March 2018)

This work will be completed on a Time and Materials basis at an hourly rate of \$100/hr not to exceed \$6000.

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.



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

98 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any  
68 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock  
UQ insurance company of The Hartford Insurance Group shown below.

SBA

**INSURER:** SENTINEL INSURANCE COMPANY, LIMITED  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
**COMPANY CODE:** A

**Policy Number:** 33 SBA UQ6898 SA



## SPECTRUM POLICY DECLARATIONS

**Named Insured and Mailing Address:** PRC WEB DEVELOPMENT LLC  
(No., Street, Town, State, Zip Code) DBA PRC APPLICATIONS  
53 FRANCES ST  
ASHEVILLE NC 28806

**Policy Period:** From 06/16/17 To 06/16/18 365 DAYS  
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

**Name of Agent/Broker:** MCKINNEY INSURANCE SERVICES INC  
**Code:** 708375

**Previous Policy Number:** 33 SBA UQ6898

**Named Insured is:** LIMITED LIAB CORP

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** SPECIAL

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

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**TOTAL ANNUAL PREMIUM IS:** \$500 MP

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Countersigned by

*Susan S. Castaneda*

Authorized Representative

04/18/17  
Date

**SPECTRUM POLICY DECLARATIONS (Continued)**

POLICY NUMBER: 33 SBA UQ6898

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 06162016	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY	\$1,000,000
TECHNOLOGY SERVICES EXTENSION FORM SS 40 59	