MEMORANDUM

TO: Finance   DATE: 01/06/2015

CC: Scott Barnwell, BPT Manager

FROM: Holly Barham, Administrative Technical Specialist

SUBJECT: PRC Web Development Contract for Asheville Open Tree Map

Attached is a contract with PRC Web Development. The goal of the project is to provide an upgraded version of the Open Tree Map application in order to provide tree information to the citizens of Asheville. PRC will install an upgraded version of the open source project on a dedicated virtual machine based in Asheville, and then translate/import the data into the new database for a modernized interface and integration with iOS/Android mobile apps.

Because PRC is local and the project is relatively small, Risk Management agreed to waive the insurance requirement, as stated in Exhibit B. Also, Legal reviewed and approved for ITS to pay PRC Web Development half up front and then half at completion as stated in the agreement and the Scope of Work. Please let me know if you have more questions.

Thanks

Attachment: PRC Web Development Contract

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.   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, with half of payment up front and upon satisfactory completion of the work and acceptance by the City, full payment of the remainder of the monetary sum.

4.   This Agreement incorporates Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

5.   E-Verify Employer Compliance:
Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract 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

This contract, made and entered this day of 8th day of December, 2015, 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 **PRC Web Development LLC** hereinafter referred to as "Contractor").

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

Revised 3/22/11

Contract Signature Page

Contract # 91600176
Council Resolution # _____N/A_____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by it's 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 1/6/2016

Department Director

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

_____ DATE 1/12/16

Chief Financial Officer

City Manager's signature, if required
Attest to: CITY OF ASHEVILLE

_____ BY: _____ DATE_____

City Clerk   **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: _____

Revised 3/22/11

City of Asheville Contract Number: 91600176

****
LIMITED LIABILITY CORPORATION (LLC) FORM
****
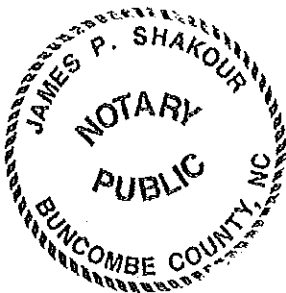
BY: _PRC Web Developers, LLC_
Name of Limited Liability Corporation

Signature: _Patrick Corl_
Member/Manager

STATE OF _North Carolina_
COUNTY OF _Buncombe_

I, _James P Shakour_, a Notary Public for said County and State do hereby certify that _Patrick Ryan Corl_, Member/Manager of _PRC Web Development_ a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal this _7th_ day of _January_, 20_15_.

Notary Public
Printed Name: _James P Shakour_
My Commission Expires: _03/10/2018_

Exhibit A: Scope of Work

Asheville Open Tree Map

Prepared by: PRC Web Development LLC on November 4th, 2015

Revised by: PRC Web Development LLC on December 17th, 2015

Revised by: PRC Web Development LLC on January 6th, 2016

Introduction

The goal of this project is to provide an upgraded version of the Open Tree Map application to provide tree information that can be utilized by residents and City of Asheville staff. To accomplish this, we will be installing the upgraded version of the open source project on a dedicated virtual machine hosted locally in Asheville, thereafter translating/importing the existing data into the new database, enabling a new, modern web interface. The new platform will also allow us to integrate with dedicated iOS/Android mobile apps.

The new website and mobile app will be presented to the community with the Tree Commission and Model Community Partners coordinating the roll-out parties with community groups.

Vendor Information

PRC Web Development LLC is an Asheville-based software development company, and will be coordinating all development efforts on this project. We will be subcontracting development services to Paul Meserve, and Model Community Partners will handle community coordination efforts.

Product Features:

1. Repository of details about Asheville area trees
    a. Includes city-managed trees
    b. Edible trees can be located
2. Summarizes tree benefits, considering data loaded into system.
3. Data imported from existing OTM
4. Audit history of changes made for each record
5. Display of Recommended Species List
    a. Allows for filtering and sorting of displayed data.
6. Page for sharing resources about trees
7. Future content could include garden spaces and other shared land use arrangements.
8. The application and data can be easily migrated to another cloud-hosting provider.

Project Benefits:

- Captures location details for Asheville's trees in a transparent, easy-to-use format
- Calculates benefits of trees including:
    - Carbon dioxide stored by trees;

- o Monetary value;
- o Water benefits
- o Energy savings benefits
- o Air quality benefits
- o Total monetary value of trees in the system
- Geo-locate edible trees, with the ability to share information related to status of plantings.
- Populating the OTM is a collaborative community endeavor
- Asheville Greenworks Treasured Trees, as well as newly planted trees, can be populated in the map
- Brings attention to trees and the benefits they offer.

Project Tasks

1. Upgrade the Open Tree Map application
   a. Set up framework for the web application
      i.   Set up hosting on Pogoapp server
      ii. Migrate existing data
      iii. Perform any development customizations
      iv. Provided by Paul Meserve
   b. Transfer existing data
      i.   May require coordination with City of Asheville IT Staff
      ii. Provided by Paul Meserve
   c. Develop, test, and maintain deployment scripts
      i.   We will produce deployment scripts that allow the application and data to be easily deployed to a major cloud hosting provider.
      ii. These scripts are based upon the templates provided by the OpenTreeMap project and use Ubuntu linux 14.04 as the base operating system.
   d. Program management services, Contract Management, and technical advisory services:
      i.   Provided by PRC Web Development LLC
   e. Estimated completion date: Feb 2016
2. Mobile app development
   a. We will customize the open source codebase to implement branding and additional customizations for Asheville.
   b. iOS development and deployment to the Apple App Store
   c. Android development and deployment to the Google Play Store
   d. Mobile application development services:
      i.   Provided by PRC Web Development LLC
   e. Estimated completion date: Feb 2016
3. Ongoing maintenance activities:
   a. Backups to city servers from new system

        i.   We will provide publicly accessible methods to access all data contained in the system. City of Asheville IT Staff will develop an automated process to archive this data.

    b. $100/month for hosting, maintenance, customization
        i.   First year included in project budget
        ii.   Provided by Paul Meserve at Pogoapp
    c. Program management services, Contract Management, and technical advisory services:
        i.   Provided by PRC Web Development LLC
    d. Coordination with Community Partners
        i.   Provided by Model Community Properties

4. Roll out to community
    a. Presentation details at a future CAN meeting.
    b. Partner with Asheville Neighborhood Association
    c. Coordinate meetings with each neighborhood, determining for each neighborhood:
        i.   Primary contact
        ii.   Meeting location
    d. Provided by Model Community Properties

Total Project Fees:

Data migration and setup of upgraded OpenTreeMap application	$2,300
Customizations and deployment of iOS and Android Mobile Apps	$2,000
Development of Recommended Species List functionality	$1,000
Technical Project Management	$500
Community Coordination	$1,000
12 months of hosting services @ $100 / month	$1,200
TOTAL PROJECT FEES:	**$8,000**

Initial Project Tasks (1st Payment - Due at Project Start):

Data migration and setup of upgraded OpenTreeMap application	$2,000
Customizations and deployment of iOS and Android Mobile Apps	$1,500
Technical Project Management	$500
INITIAL PROJECT FEES:	**$4,000**

Final Project Tasks (2nd Payment - Due at Completion):

Data migration and setup of upgraded OpenTreeMap application	$300
Customizations and deployment of iOS and Android Mobile Apps	$500
Development of Recommended Species List functionality	$1,000
Community Coordination	$1,000
12 months of hosting services @ $100 / month	$1,200
FINAL PROJECT FEES:	$4,000

Project Timeline:

We estimate a 4 - 8 week development timeline for this project, as there will be several components related to the data migration process that require coordination of several parties. If we are able to proceed with development starting in December 2015, we anticipate that the development portions of the project will be completed by the end of February 2016. This includes both the upgraded web applications, as well as the public release of native mobile applications on both iOS and Android.

Once development is complete, we will present the upgraded application to the community in collaboration with Model Community Partners.

Potential Community Partners:
- Asheville Tree Commission, including sub-committees:
    - Alternative compliance
    - Ongoing compliance
    - Urban forestry
- Western NC Alliance (WNCA)
- Asheville Greenworks
    - Mapping new plantings
    - Mapping of Treasured Trees
- Warren Wilson College
    - Campus tree mapping
    - Support for ongoing tree management activities
- Coalition of Asheville Neighborhoods (CAN)
    - Neighborhood cohesion through engagement
    - Resident contribution
    - Support assessment of the value trees have added to the community
- Neighborhood Advisory Committee (NAC)

- - Community outreach
    - Neighborhood cohesion through engagement
    - Resident contribution
    - Support assessment of the value trees have added to the community
- Park and Rec department:
    - Offers a master record of trees under their responsibility
- Planning department:
    - Home of Asheville's Master Species List
    - Useful in noting the location of planned plantings
    - Supports a transparent repository of ongoing compliance activities
- Community
    - Master species list
    - Sense of purpose for volunteers
- Schools/Education center
    - Learning mechanism
- Food Policy Council
    - Store garden data
- Bee City USA
    - Store pollination data

EXHIBIT - B
GENERAL TERMS AND CONDITIONS
SERVICE CONTRACT-$5,000 less than $30,000

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 contract 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 Department Director's Contract Approval Form. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract 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 contract, 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 contract.

6. **INSURANCE**: There is no requirement to provide evidence of insurance, however CONTRACTOR agrees to indemnify the City should CONTRACTOR liability create loss of any nature associated with services related to this Agreement.

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

11. **GENERAL CONDITIONS**: (a) This agreement 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 contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This contract is not assignable by either party without the prior written consent of the other party. (e) The contractor shall provide a drug-free workplace, as set forth in the Drug Free Workplace Policy. Said policy is available upon request.

12. **RENEWAL**: The City may elect to renew this Agreement for additional 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.

Revised 3/22/11

From:	Brad Stein
Sent:	Tuesday, December 08, 2015 12:31 PM
To:	Holly Barham
Cc:	Scott Barnwell
Subject:	RE: [#32834] FW: New contract for PRC Apps
Attachments:	PRC Apps Exhibit-B Risk Edits 12.8.15.docx

Holly,

I spoke with Scott Barnwell about this firm and their proposed scope of service.
The City will waive the requirement for PRC to provide evidence of insurance.
Please utilize the attached Exhibit with the contract.

Thanks,
Brad

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Bradley J. Stein, MPA
Risk Manager
City of Asheville
P.O. Box 7148, Asheville, NC 28802
Office: (828) 259-5687
Cell: (828) 552-1179
Fax: (828) 259-5686
bstein@ashevillenc.gov

From: Holly Barham
Sent: Monday, December 07, 2015 4:10 PM
To: Brad Stein
Subject: FW: [#32834] FW: New contract for PRC Apps

Hey Brad,

We're trying to enter into a contract with PRC Apps. They're looking at the insurance requirements so that they can acquire the necessary policy. I sent them a copy of the insurance matrix as reference and suggested use of the medium risk requirements. 1-Is medium risk appropriate? 2-Can you help me answer her questions below? I've attached the scope of work for reference.

Thanks,
Holly

From: Lauren Showfety [mailto:lauren@prcapps.com]
Sent: Monday, December 07, 2015 3:54 PM
To: Scott Barnwell <SBarnwell@ashevillenc.gov>
Cc: Holly Barham <HBarham@ashevillenc.gov>
Subject: Re: [#32834] FW: New contract for PRC Apps