

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO A CONTRACT WITH GREENSPACES FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE LID EXCELLENCE AWARD PROGRAM FOR THE GREEN INFRASTRUCTURE PROJECT, IN THE AMOUNT OF TWENTY-EIGHT THOUSAND EIGHTY DOLLARS (\$28,080.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator of the Department of Public Works to enter into a contract with GreenSpaces for the development and implementation of the LID Excellence Award Program for the Green Infrastructure Project, in the amount of \$28,080.00.

ADOPTED: _____, 2013.

/mms

City of Chattanooga



Resolution Request Form

(This form is only required for resolutions requiring expenditure of City funds)

Date: November 8, 2013

Preparer: William C. Payne

Department: Public Works - Engineering

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): _____

A City Council Action is requested to authorize the Administrator of Public Works to enter into a contract with *GreenSpaces* in the amount of \$28,080.00, and for the development and implementation of the LID Excellence Award Program for the Green Infrastructure Project.

Name of Vendor/Contractor/Grant, etc.	<u>GreenSpaces</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>\$28,080.00,</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>\$28,080.00,</u>	Provide <u>Fund</u>	<u>6030</u>
City Amount Funded \$	<u>\$28,080.00,</u>	Provide <u>Cost Center</u>	<u>k70101</u>
New City Funding Required \$	<u>0</u>	Proposed Funding Source if not budgeted	_____
City's Match Percentage %	<u>0</u>	Grant Period (if applicable)	_____

List all other funding sources and amount for each contributor.

<u>Amount(s)</u>	<u>Grantor(s)</u>
<u>\$28,080.00,</u>	<u>Tennessee Stormwater Association</u>
_____	_____
_____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Water Quality Operations Budget

Use of TN Stormwater Association grant funds accepted 12-04-12, Resolution 27339.

Approved by:  DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

**PROJECT AGREEMENT
BETWEEN
THE CITY OF CHATTANOOGA
AND
GREENSPACES**

For the Implementation of the LID Excellence Awards Program

THIS (“Agreement”) is entered into on this ____ day of _____, 2013, by and between the City of Chattanooga, a municipal corporation (“City”), and GreenSpaces, a not for-profit 501(c)(3) corporation, organized pursuant to the laws of the State of Tennessee, offices at 63 East Main Street, Chattanooga, TN 37402.

WITNESSETH:

WHEREAS, the City is the recipient of a Green Infrastructure grant from Tennessee Stormwater Association; and

WHEREAS, the City wishes to partner with GreenSpaces to assist the development and implementation of the LID Excellence Awards Program; and

WHEREAS, the City wishes to allocate a portion of its grant funds, not to exceed \$28,080.00 to GreenSpaces; and

WHEREAS, GreenSpaces agrees to use the allocated funds for development and implementation of the LID Excellence Awards Program;

NOW, THEREFORE,

The parties to this Agreement, for the consideration set forth below, do hereby agree to bind themselves to the following terms and conditions:

ARTICLE I.

1. **City Requirements.** Under this Agreement, GreenSpaces is receiving an allocation of \$28,080.00. GreenSpaces understands that these funds are made available through the Tennessee Stormwater Association (“TNSA”). To facilitate the receipt of these funds, GreenSpaces agrees to comply with all applicable federal, state and local laws and requirements.
2. **Project Description/Scope of Services.**
GreenSpaces responsibilities: GreenSpaces shall provide resources (time and individuals) to:
 - a. Will draft award criteria and work with the City of Chattanooga to finalize.

4. Project Budget.

Line-Item Category	Type:	Match(\$)	Amount (\$)
Financial Awards (\$5,000 for each category)		0	\$15,000
Banquet (Award Ceremony) and signage		0	\$ 4,080
Award Development	In-Kind	\$5,616	\$ 9,000
	TOTAL	\$5,616	\$28,080

COST CATEGORIES	TOTAL PROJECT	
Total Contractual	Grant funds	Cost-share
d. Other		
Item 1 Financial Award	\$15,000	
Item 2 Development of Award (planning, reviewing, etc.)	\$9,000	\$5,616
Item 3 Award Ceremony	\$2,880	
Item 4 Signage	\$1,200	
Total Other Costs		
e. TOTAL PROJECT COST		\$33,696
f. TOTAL MATCH FUNDS		\$5,616
g. TOTAL GRANT FUNDS REQUESTED		\$28,080

5. Compensation and Method of Payment; Reporting Requirements.

- a. The City shall pay GreenSpaces no more than \$28,080 (the "Allocated Funds") for performance under this Agreement, subject to City's availability and acceptance of grant funds from the TNSA.
- b. Any termination, reduction or delay of receipt of funds to the City shall, at the option of the City, result in the termination, reduction or delay of funds to GreenSpaces.
- c. All purchases of capital equipment, goods and services shall be subject to public advertising and bidding consistent with the provisions of the City of Chattanooga and the Municipal Purchasing Act, T.C.A. § 6-56-301, *et seq.* GreenSpaces shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Agreement. In each instance where it is determined that use of competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of costs shall be governed by and reimbursement shall be subject to GreenSpaces' compliance with applicable federal procurement requirements.

6. Terms and Conditions.

- a. Except as provided herein, the terms of this Agreement shall be effective from the Effective Date (as defined hereafter) through and including **July 1, 2014**.
- b. The City may, from time to time, request changes in the scope of the Agreement and obligations to be performed hereunder by GreenSpaces. Any such changes that are mutually agreed upon by and between the City and GreenSpaces shall be incorporated herein by written amendment to this Agreement.
- c. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. GreenSpaces shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.
- d. This Agreement is subject to the appropriation and availability of TNSA and/or federal funds. In the event that the funds are not appropriated to City or otherwise unavailable, City reserves the right to terminate this Agreement upon written notice to GreenSpaces. Said termination shall not be deemed a breach of this Agreement by City. Upon receipt of the written notice, GreenSpaces shall cease all work associated with this Agreement. Should such an event occur, GreenSpaces shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, GreenSpaces shall have no right to recover from City any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- e. City may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by City. City shall give GreenSpaces at least thirty (30) days' written notice before the effective termination date. GreenSpaces shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall City be liable to GreenSpaces for compensation for any service which has not been rendered. The final decision as to the amount, for which City is liable, shall be determined by City. Should City exercise this provision, GreenSpaces shall not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- f. If GreenSpaces fails to properly perform its obligations under this Agreement in a timely or proper manner, or if GreenSpaces violates any terms of this Agreement, City shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, GreenSpaces shall not be relieved of liability to City for damages sustained by virtue of any breach of this Agreement by GreenSpaces.

shall end at the completion of all program activities but, in no event, later than July 1, 2014.

8. Liability.

- a. GreenSpaces agrees to fully indemnify and hold harmless City from and against any and all losses, penalties, damages, injuries, settlements, costs, charges, professional fees, including reasonable attorney's fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the performance of the services provided by GreenSpaces, its agents, servants, employees or subcontractors, or anyone directly employed by any of them or GreenSpaces acts, any of them which may be liable.
- b. Any liability of City to GreenSpaces for any claims, damages, losses, or costs arising out of or related to acts performed by City under this Agreement shall be governed the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, *et seq.*

9. Insurance. At no additional cost to the City, GreenSpaces will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by GreenSpaces, its agents, representatives, employees, volunteers, or subcontractor.

a. Commercial General Liability Insurance.

GreenSpaces agrees during the term of this Agreement to maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. GreenSpaces agrees to provide the insurance policies at its sole expense, with commercially reasonable increases in coverage, but in no event shall the insurance coverage be less than the limits set by the Tennessee Governmental Tort Liability Act, as may be amended. Such insurance will:

- i. Contain or be endorsed to contain a provision that includes the City, its officials, officers, and employees as insureds with respect to liability arising out of work or operations performed by or on behalf of GreenSpaces including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above listed insureds. Liability coverage

- ii. If requested by City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;
- iii. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;
- iv. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a breach of contract;
- v. Place such insurance with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than AV; and
- vi. Require all subcontractors to maintain during the terms of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by GreenSpaces' insurance) in the same manner as specified for GreenSpaces, and furnish subcontractor's certificates of insurance to City prior to the commencement of work.

10. Records Retention and Audit Provision.

- a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of GreenSpaces or its consultants, shall be made available for inspection and copying upon written request by the City. Additionally, said records shall be made available, upon request by the City, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records, include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the time expended by GreenSpaces and its personnel to perform the obligations of this Agreement and the records of expenses incurred by GreenSpaces in its performance under said Agreement. GreenSpaces shall maintain and protect these records for no less than seven (7) years after the completion of the Project, or for any longer period of time as may be required by applicable law, good engineering practice, and upon notice during the pendency of any claims or litigation arising from the Project.
- b. City or its assign may audit all financial and related records (including digital) associated with the terms of the Agreement, including timesheets, reimbursable out-of-pocket expenses, materials, goods, and equipment claimed by GreenSpaces. The City may further audit any of GreenSpaces' records to conduct

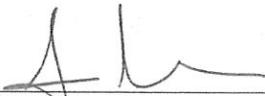
Chattanooga, TN 37402

City Attorney's Office
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

12. Invoice Requirements.

- a. Invoices shall be submitted using the standard invoice form, attached hereto as Exhibit A.
- b. Project Line-Items. Expenditures, reimbursements, and payments under this agreement shall adhere to the project budget.
- c. The Grantee understands and agrees that an invoice to City under this Agreement shall:
 - i. Include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in this Agreement and any other provision of this Agreement relating to allowable reimbursements; and
 - ii. Not include any reimbursement requests for future expenditures.
- d. GreenSpaces shall complete and sign a "Substitute W-9 Form" provided to GreenSpaces by City. The taxpayer identification number contained in the Substitute W-9 submitted to City shall agree to the federal employer identification number or social security number referenced for GreenSpaces.
- e. GreenSpaces shall submit a Final Invoice and Grant Disbursement Reconciliation Report within thirty (30) days of the end date of this Agreement in form and in substance acceptable to City. GreenSpaces failure to provide a Final Grant Disbursement Reconciliation Report to City as required shall result in GreenSpaces being deemed ineligible for reimbursement under this Agreement, and GreenSpaces shall be required to refund any and all payments by City pursuant to this Agreement. GreenSpaces must close out its accounting records at the end of this Agreement in such a way that reimbursable expenditures and revenue collections are not carried forward.
- f. The payment of the invoice by City shall not prejudice City's right to object to or question any invoice or matter in relation thereto. Such payment by City shall neither be construed as acceptance of any part of the work or service provided under this Agreement nor as an approval of any of the costs invoiced therein.
- g. GreenSpaces' invoice shall be subject to reductions for amounts included in any invoice or payment thereto made which are determined by City, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement,

GREENSPACES

By: 
ANJ McCLAIN

Date: 10-16-13

STANDARD INVOICE

Indicates MANDATORY item

CONSULTANT LETTERHEAD

ATTN: City Project Manager
 REF: Project Name
 CODE: Consultant Project Number
 PO: City Project Number in format S-02-001-101

Provided by City

 INVOICE

TERMS: Net 25 days
 DUE: 08/01/03

Must be Sequential Number

City Project Manager
City Project Manager Title
City of Chattanooga
Engineering Division/DRC
1250 Market Street, Suite 2100
Chattanooga TN 37402

Invoice Number 5
 Dated 07/07/03

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

This Breakdown must list each item of the Contract.

Consultant Project No.	Description	Fee	Work	Percent	Amount	Previous	This
		Basis	to Date		Billed	Billed	Invoice Billed
C03009-01	01 - Design	\$51,500.00	LS	55%	\$28,325.00	\$18,540.00	\$9,785.00
	02 - Survey	\$15,700.00	LS	0%	\$0.00	\$0.00	\$0.00
C03009-02	Barton Avenue and Brown Acres Golf Course Design	\$20,000.00	CP	12%	\$2,391.02	\$2,033.00	\$358.02
C03009-03	Permitting/Easement Assistance	\$5,000.00	CP	6%	\$291.08	\$0.00	\$291.08
C03009-04	Bidding/Construction Assistance	\$10,000.00	CP	0%	\$0.00	\$0.00	\$0.00
C03009-05	Misc. As-Requested Services	\$5,000.00	CP	7%	\$363.85	\$0.00	\$363.85
	Total Contract Amount	\$107,200.00			\$31,370.95	\$20,573.00	
	TOTAL THIS INVOICE						\$10,797.95

Must Match Contract Amount

Prior invoices	\$20,573.00
This invoice	\$10,797.95
Payments	-\$20,573.00
Balance on Account	\$10,797.95

- NOTE:
- There shall be only one invoice per contract per billing period.
 - Any necessary details should be attached as backup.