

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO PARTNER WITH GREENSPACES TO ASSIST IN THE DEVELOPMENT AND IMPLEMENTATION OF THE GREEN INFRASTRUCTURE DESIGN COMPETITION, IN THE AMOUNT OF EIGHTY-FIVE THOUSAND FIVE HUNDRED DOLLARS.

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 partner with GreenSpaces to assist in the development and implementation of the Green Infrastructure Design Competition, in the amount of \$85,500.00.

ADOPTED: _____, 2014.

/mms

City of Chattanooga



Resolution Request Form

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

Date: February 10, 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 Department to partner with GreenSpaces to assist in the development and implementation of the Green Infrastructure Design Competition in the amount of \$85,500.00.

Name of Vendor/Contractor/Grant, etc.	<u>GreenSpaces</u>	New Contract/Project? (Yes or No)	<u>Yes</u>
Total project cost \$	<u>85,500.00</u>	Funds Budgeted? (YES or NO)	<u>Yes</u>
Total City of Chattanooga Portion \$	<u>85,500.00</u>	Provide Fund	<u>6030</u>
City Amount Funded \$	<u>85,500.00</u>	Provide Cost Center	<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.

Amount(s)	Grantor(s)
<u>\$85,500.00</u>	<u>Lyndhurst Foundation</u>
<u>\$</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 Lyndhurst Foundation grant funds accepted 09/24/13, Resolution 27657.

Approved by:

DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

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

RESOLUTION NO. 27657

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF PUBLIC WORKS TO ACCEPT A GRANT FROM THE LYNDHURST FOUNDATION RELATIVE TO THE DESIGN COMPETITION FOR LOW IMPACT DESIGN AND GREEN INFRASTRUCTURE, IN THE AMOUNT OF EIGHTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$85,500.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator for the Department of Public Works is hereby authorized to accept a grant from the Lyndhurst Foundation relative to the design competition for low impact design and green infrastructure, in the amount of \$85,500.00.

ADOPTED: September 24, 2013

/mms

RESOLUTION NO. 27339

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PUBLIC WORKS TO APPLY FOR AND, IF APPROVED, ACCEPT A GREEN DEVELOPMENT GRANT FROM THE TENNESSEE STORMWATER ASSOCIATION FOR THE DEVELOPMENT OF A "LOW IMPACT DEVELOPMENT (LID) EXCELLENCE AWARDS PROGRAM", IN THE AMOUNT OF TWENTY-EIGHT THOUSAND EIGHTY DOLLARS (\$28,080.00) FOR THE DEPARTMENT TO PROVIDE A TWENTY (20%) PERCENT IN-KIND MATCH IN THE AMOUNT OF FIVE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$5,620.00), FOR A TOTAL AMOUNT OF THIRTY-THREE THOUSAND SEVEN HUNDRED DOLLARS (\$33,700.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Public Works is hereby authorized to apply for and, if approved, accept a Green Development Grant from the Tennessee Stormwater Association for the development of a "Low Impact Development (LID) Excellence Awards Program," in the amount of \$28,080.00 for the department to provide a 20% in-kind match in the amount of \$5,620.00, for a total amount of \$33,700.00.

ADOPTED: December 4, 2012

/mms

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

For the Implementation of the Green Infrastructure Design Competition

THIS ("Agreement") is entered into on this ____ day of _____, 2014, 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 Design Competition grant from Lyndhurst Foundation; and

WHEREAS, the City wishes to partner with GreenSpaces to assist the development and implementation of the Green Infrastructure Design Competition; and

WHEREAS, the City wishes to allocate a portion of its grant funds, not to exceed \$85,500.00 to GreenSpaces; and

WHEREAS, GreenSpaces agrees to use the allocated funds for development and implementation of the Green Infrastructure Design Competition;

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 \$85,500.00. GreenSpaces understands that these funds are made available through a grant to City from Lyndhurst Foundation. To facilitate the receipt of these funds, GreenSpaces agrees to comply with all applicable federal, state and local laws and requirements.
2. **Project Description/Time line.**

One month from contract signage

+ Host meetings with Criteria Committee for competition, develop and finalize competition criteria

+ Competition will be announced through press releases, social media, partner websites, etc.

+ Sites will be selected

- + Registration will be open
- + Technical (1st round) of judges will be selected
- + Website will be live
- + Promotion of competition will continue

Two months from contract signage
 + Non technical (2nd round) of judges will be selected

Three months from contract signage
 + Registration/submittals due at the end of the month
 + 1st review of competition proposals
 + Awards banquet date/location announced

Four months from contract signage
 + 2nd review of competition proposals
 + Awards banquet and presentations

***This schedule may only be changed by mutual written agreement executed by City and GreenSpaces.**

4. Project Budget.

GreenSpaces	DIRECT COSTS	
Marketing		
Press releases writing,	\$650	
Media scheduling,	\$650	
Speaking Points	\$650	
<u>Video production</u>	<u>\$650</u>	
Subtotal	2,500	
Advertising		
Printed material,	\$2,500	
<u>Video</u>	<u>\$2,500</u>	
Subtotal	\$5,000	
Judges Expense	\$5,000	Food, Travel, hotel for out of town judges
Admin (hourly1 person \$50/hr for 250 hours - project manager 1 person \$35/hr for 357 hours - development manager)		
Planning	\$12,500	
Meetings	\$ 6,250	
<u>Events</u>	<u>\$ 6,250</u>	
Subtotal	\$25,000	
Awards	\$42,000	3 \$10,000 awards, 3 \$4,000 prizes
Banquet		
Space rental,	\$ 600	
food,	\$3,000	

beverages,	\$ 600
tables/chairs rental,	\$1,200
décor	\$ 600
Subtotal	\$6,000
<hr/>	
TOTAL	\$85,500

5. Compensation and Method of Payment; Reporting Requirements.

- a. The City shall pay GreenSpaces no more than \$85,500 (the “Allocated Funds”) for performance under this Agreement, subject to City’s availability and acceptance of grant funds from the Lyndhurst Foundation.
- 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 comply with the procurement procedures of OMB Circular A-110 (implemented at 24 CFR Part 84) Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. Procurement for the costs of goods, materials, supplies, equipment, and/or contracted services shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. 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.

GreenSpaces shall obtain prior approval from City before purchasing any equipment under this Agreement.

- d. GreenSpaces shall maintain a separate accounting for the Allocated Funds.
- e. GreenSpaces shall not use the allocated Funds for any purpose other than the purpose set forth in this Agreement.
- f. GreenSpaces agrees to document time and money spent on the Project.
- g. GreenSpaces shall be compensated for actual, reasonable, and necessary costs based upon the Project Budget, not to exceed the maximum liability established in Paragraph 4. Upon completion of the work, GreenSpaces shall submit invoices

prior to any reimbursement of allowable costs as more specifically set forth in Paragraph 12.

- h. In no event shall the maximum liability of City under this Agreement exceed \$85,500.00. The Project Budget shall constitute the maximum amount due GreenSpaces for the service and all of GreenSpaces obligations hereunder. The Project Budget line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by GreenSpaces.
- i. The maximum liability of City is not subject to escalation for any reason. The Project Budget amounts are firm for the duration of the Agreement and are not subject to escalation for any reason.
- j. GreenSpaces shall submit quarterly reports (preferably by e-mail) on the progress of the Project and a summary of expenses for that quarter to City. The report shall be submitted by the last day of the calendar quarter to:

City of Chattanooga
ATT: Don Green
Department of Public Works
1250 Market Street, Suite 2100
Chattanooga, TN 37402

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 **February 1, 2015**.
- 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 Lyndhurst Foundation 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.
- g. GreenSpaces shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of City. GreenSpaces warrants that no part of the total allocated funds shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to GreenSpaces in connection with any work contemplated or performed relative to this Agreement.
- h. GreenSpaces hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of GreenSpaces on the grounds of disability, age, race, color, religion, sex, national origin or any other classification protected by federal, Tennessee State Constitutional, or statutory law. GreenSpaces shall, upon the request, show proof of such non-discrimination and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.
- i. GreenSpaces and its employees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- k. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this

Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted, except by a written amendment signed by the parties hereto.

- l. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- m. GreenSpaces shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.
- n. GreenSpaces' activities conducted in records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by City, the Comptroller of the Treasury, TNSA, or their duly appointed representatives.

7. **Term of Agreement.** The term of this Agreement shall commence on the date when this Agreement is signed by both the Mayor of the City or his designee and GreenSpaces and shall end at the completion of all program activities but, in no event, later than February 1 2015.

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 can be provided in the form of an endorsement to GreenSpaces' insurance or as a separate owner's policy; and
- ii. For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers and employees. Any insurance or self-insurance programs covering the City, its officials, officers and employees will be in excess of insurance and will not contribute with it.

b. Workers' Compensation and Employer's Liability Insurance.

GreenSpaces shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000). GreenSpaces shall require each of its subcontractors to provide workers' compensation for all of the subcontractor's employees to be engaged in such work unless such employees are covered by GreenSpaces' workers' compensation insurance coverage.

c. Automobile Insurance.

GreenSpaces shall maintain automobile liability insurance for owned vehicles, hired and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

d. Professional Liability Insurance.

GreenSpaces shall maintain in full force and effect through the term of this Agreement professional liability insurance coverage appropriate to the

GreenSpaces' profession of not less than One Million Dollars (\$1,000,000.00) for each claim and \$1,000,000.00 policy aggregate limit.

e. Additional Insurance Requirements.

GreenSpaces shall include the City as additional insured on all business and property insurance. Proof of said insurance shall be provided to the City's Risk Manager.

GreenSpaces shall:

- i. Prior to commencement of services, furnish City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Section, and provide that such insurance will not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days' prior written notice to the City Attorney and Risk Manager of City;
- 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 performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.
- c. GreenSpaces shall at all times during the term of the Agreement and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by GreenSpaces, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. GreenSpaces shall, at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and with reasonable prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between GreenSpaces and any subcontractor or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of GreenSpaces' obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by federal, state or municipal law, whether those rights, powers, or obligations are expressed or implied.

- g. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Communications. Any communications required by this Agreement shall be made in writing to the addresses specified below:

GreenSpaces:

Anj McClain, Director
GreenSpaces
63 East Main Street
Chattanooga, TN 37408

City:

Dr. Mounir Minkara, Water Quality Manager
Water Quality Program
1250 Market Street, Suite 210
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, not to constitute allowable costs.

13. Miscellaneous.

- a. The City is not obligated to third parties, and the City shall not be obligated or liable hereunder to any party other than GreenSpaces.
- b. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the right of the parties to enforce any of the provisions of this Agreement at any time.
- c. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.
- d. This Agreement shall be binding upon and shall inure to the benefit of GreenSpaces and City and to their respective successors and assigns.
- e. This Agreement forms the entire Agreement between the City and GreenSpaces. Any prior representations, promises, agreements, or otherwise, between the parties, which are not embodied in this writing, will be of no force and effect.
- f. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which counterparts together shall constitute but one and the same instrument.

- g. Section headings are for reference purposes only and should not be construed as part of this Agreement.

IN WITNESS WHEREOF, the parties have by their duly authorized representative set forth their signatures below.

CITY OF CHATTANOOGA, TENNESSEE
DEPARTMENT OF PUBLIC WORKS

By: _____
LEE NORRIS, Public Works Administrator

Date: _____

GREENSPACES

By: _____
ANJ McCLAIN

Date: _____

ATTACHMENT A

STANDARD INVOICE

Indicates MANDATORY item

CONSULTANT LETTERHEAD

INVOICE

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

Provided by City

TERMS: Net 25 days
 DUE: 09/31/03

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 02/07/03

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	Percent Work to Date	Amount Billed	Previous Billed	This 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%	\$363.65	\$0.00	\$363.65
	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	-\$10,573.00
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.