

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF TRANSPORTATION TO ACCEPT AN AGREEMENT FOR PAYMENT BY DIRT WORKS IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00) AND FOR PAYMENT BY FOREST UNITED LLC IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000.00) FOR DAMAGE TO HARTMAN STREET DURING THE CONSTRUCTION OF CONDOMINIUMS WITH REFERENCE TO T-14-037-801, FOR A TOTAL AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Administrator for the Department of Transportation to accept an agreement for payment by Dirt Works in the amount of \$2,000.00 and for payment by Forest United LLC in the amount of \$3,000.00 for damage to Hartman Street during the construction of condominiums with reference to T-14-037-801, for a total amount of \$5,000.00.

ADOPTED: _____, 2015

/mem

City of Chattanooga



Resolution Request Form

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

Date Prepared: December 29, 2014

Preparer: Bert Kuyrkendall BK

Department: Transportation

Brief Description of Purpose for Resolution:

Resolution Number (if approved by Council): DISTRICT 2

A resolution authorizing the Administrator of Transportation to accept Agreement between Dirt Works and Forest United LLC with the City of Chattanooga Transportation Department for payment for damage to Hartman Street during the construction of condominiums. Payment received from Dirt Works is \$2,000.00 and payment received from Forest United LLC is \$3,000.00. T-14-037-801

Total project cost \$ \$ 5,000.00
Total City of Chattanooga Portion \$ N/A
City Amount Funded \$ N/A
New City Funding Required \$ N/A
City's Match Percentage % N/A

New Contract/Project? (Yes or No) NO
Provide Fund 4022
Provide Cost Center P20201
Proposed Funding Source _____
Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
Dirt Works \$2000.00	
Forest United LLC \$3,000.00	

Agency Grant Number _____

CFDA Number if known _____

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

Approved by: _____

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

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

AGREEMENT

T-14-037-801

This agreement is made and entered into by and between the City of Chattanooga ("the City"), Dirtworks Unlimited ("Dirtworks") and Forest United LLC ("Forest United") on this the 10th day of December, 2014. This agreement shall be known as Project No. T-14-037-801.

RECITALS

WHEREAS Forest United owns property located at 120 Forest Avenue in conjunction with the Forest Avenue Apartments Project ("the Project").

WHEREAS Dirtworks and Forest United have constructed sidewalk along the north side of Hartman Street from Forest Avenue to Delmont Street adjacent to their property at 120 Forest Avenue as shown on plans submitted to Land Development Office #13-02355 ("Forest Avenue Apartments") sheet No. C5, attached.

WHEREAS the Project work included the demolition and removal of the existing sidewalk, curb and gutter, and roadway as required and installation of new sidewalks and curb, and gutter and road repair in front of the new sidewalk as required.

WHEREAS the City desires to have the entire length of Hartman Street repaired, including but not limited to, that section of Hartman Street in front of the sidewalk as required by the Project.

WHEREAS the parties mutually desire to enter into an agreement requiring the City to repair the entire length of Hartman Street, including but not limited to, that section of Hartman Street in front of the sidewalk as required by the Project.


WHEREAS the parties agree that Dirtworks and Forest United will be required to pay a portion of the cost associated with the repair and resurfacing of Hartman Street as required by the Project.

In consideration of the above, the parties agree as follows:

1. **Payment by Dirtworks:** Dirtworks shall pay the sum of Two Thousand Dollars (\$2,000.00) to the City by ___ day of December, 2014 toward the cost of repair and resurfacing of Hartman Street south of the apartment complex being constructed at 120 Forest Avenue per cost established by Contract No. T-14-004-201 and itemized per sheet 00301-(2) attached.
2. **Payment by Forest United:** Forest United shall pay the sum of Three Thousand Dollars (\$3,000.00) to the City by 10th day of December, 2014 toward the cost of repair and resurfacing of Hartman Street south of the apartment complex being constructed at 120 Forest Avenue per cost established by Contract No. T-14-004-201 and itemized per sheet 00301-(2) attached.

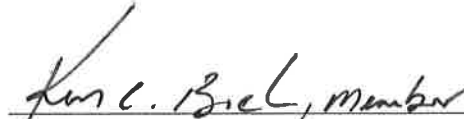
3. **Repair by the City:** The City shall be responsible for scheduling and completing the repair and resurfacing of Hartman Street after the requirements of the City's resurfacing specifications have been met.
4. **Independent Contractors.** The relationship of the parties is that of independent contractors, and no party has the right to bind the other to contractual obligations. The parties are not liable for the actions or inactions of the other party. This Agreement shall not under any circumstances create the relationship of a partnership or joint venture between the parties hereto.
5. **Further Assurances.** Each party will, whenever requested to do so by another party, execute, acknowledge and deliver any and all such further instruments and documents and take such further action as may be necessary or desirable to carry out or implement the intent and purpose of this Agreement.
6. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supercedes any prior agreements or understandings, whether oral or written, with respect to the subject matter of this Agreement and shall not be changed, modified or amended in any manner whatsoever except in a writing signed by all of the parties.
7. **Applicable Law.** This is a Tennessee contract and shall in all respects be governed by the internal laws of that state without regard to conflicts of law provisions.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement effective as of the date and year set out below.



 Mr. Brad Higgins
 Dirtworks Unlimited


Date 12-5-11



 Mr. Kevin Boehm
 Forest United LLC,

Date
12-5-11

The terms as described above are agreeable to the City of Chattanooga, and as the Administrator of Transportation, I hereby agree to the terms as described.



 Blythe Bailey, Administrator Transportation Date 12-05-11