



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 5/15/2023

Agenda Item: Memorandum of Agreement - The Carpentry, LLC

Department: Public Works

Requested By: Chad Townsend

**Reviewed/Approved
by City Attorney?** -----

Cost: \$97,760.50

**Funding Source if Not
in Budget** -----

**Please Provide A Summary of Your Request, Including Background Information to
Explain the Request:**

See attached documents for additional information about the scope of the agreement.

**STATE OF GEORGIA
COUNTY OF WHITFIELD**

**CONTRACT FOR CONSTRUCTION OF STREETScape IMPROVEMENTS OF THE
CITY OF DALTON ON RIGHT-OF-WAY AT INTERSECTION OF WEST CUYLER
STREET AND NORTH PENTZ STREET**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered this _____ day of May, 2023, (the “Effective Date”), by and between the City of Dalton, a Georgia municipality chartered under the law of the State of Georgia, of the first part, hereafter “the City,” and The Carpentry, LLC, a Georgia limited liability company and Proper Construction Group, LLC, a Georgia limited liability company, together of the second part, hereafter “the Owner and Contractor;” and

WHEREAS, the City owns and controls the streets and adjacent right-of-way known as South Pentz Street and West Cuyler Street at their intersection (“the City Property”) as per the drawing shown and attached hereto as Exhibit “A”; and

WHEREAS, The Carpentry, LLC is the owner of that tract or parcel of land lying and being on the northwesterly side of the City Property where it is making improvements in the nature of a boutique hotel; and

WHEREAS, Proper Construction Group, LLC is the contractor for some or all of the building projects of The Carpentry, LLC on that site; and

WHEREAS, the parties acknowledge and recite that the streetscape improvements that both Carpentry Properties, LLC plans to construct and the enhanced streetscape improvements that the City plans to construct on the City Property are mutually beneficial and a substantial benefit to the public health, safety, and welfare of the City of Dalton; and

WHEREAS, the parties agree to utilize one (1) contractor to construct both the Owner's original scope of work on its tract or parcel and the streetscape improvements for the City Property which is expected to enhance efficiency and generate cost savings and enabling a seamless quality of work; and

WHEREAS, the second party requires the right to make temporary use of the City Property to construct the entire project both as to owner's portion and the City's portion;

NOW, THEREFORE, in consideration of the premises, and Ten and no/100's (\$10.00) Dollars from each party to the other, as well as the covenants, obligations, conditions, and payments to be hereafter kept and observed, the parties do hereby agree as follows:

1. **Temporary Construction Easement.** The City, for itself and on behalf of its successors and assigns, does hereby grant unto The Carpentry, LLC and Proper Construction Group, LLC, a temporary, non-exclusive easement in, on, over, under, across, and through that Property shown on Exhibit "A" (the "Construction Easement"). The rights, benefits, privileges, and easement granted herein are for the purpose of that construction identified in Exhibit B and as provided in Section 3 herein below (the "Construction Project"). Said Easement shall be temporary and shall expire upon completion of the construction thereon.

2. **Term of Temporary Construction Easement.** The parties contemplate that the construction project can be completed in one hundred twenty (120) days or less. However, the parties acknowledge that said construction start date may be delayed and the time frame for completion may be delayed due to weather conditions. Unless the second party notifies the City in writing of any delay in performance due to weather, Temporary Construction Easement shall be for a period of one hundred twenty (120) days beginning with the execution of this MOA. Second Party shall notify City of any reasonable delay in commencement or delay in completion due to weather related conditions as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.

3. **Construction and Additional Rights.** The Temporary Construction Easement granted herein shall include:

- (a) the right of entry into and upon the City Property for the purpose of access and ingress to and egress from the City Property in order to perform the construction services described herein;
- (b) the right to install curb and gutter, sidewalk, brick pavers, tree wells with amended soil, street light footings, mast arm footings; and

- (c) None of the improvements shall be owned or become this property of Second Party but shall be and remain the property of the City and shall be and remain under the entire control of the City.

- 4. **Reservation of Rights.** Except for the rights, privileges, benefits and easements granted herein, the City hereby reserves all its right, title and interest in and to the City Property.

5. **Conditions and Obligations of Construction Easement Use.**

- (a) The use of the City Property by the Second Party shall be in accordance with all laws, ordinances, codes, and regulations of all governmental authorities having jurisdiction over the City Property. Any such use of this Temporary Construction Easement by the Second Party shall be undertaken in such a manner as to minimize the disturbance to and interruption of the City's Property to the greatest extent practicable.
- (b) Any construction or activities performed under this Agreement by Second Party shall be done in a good workmanlike manner and the City Property shall be left in a clean and orderly condition, with all debris removed therefrom, and any areas which may have been disturbed by such work shall be restored to their former condition as nearly as practicable.

6 **Covenants of City.**

- (a) The City waives all right to any compensation for the use and enjoyment of the rights and privileges granted to the Second Party herein. The City does not waive any claim for damages that may result from the negligent acts or omissions of the Second Party or its subcontractors in its use of the Temporary Construction Easement.
- (b) The City does hereby covenant with the Second Party that the City is lawfully seized and possessed of the City Property above described, that the City has a good and lawful right to convey said easement and the rights and privileges granted herein.
- (c) **Second Party shall perform upgrades within the City Property owned and maintained by the City. The City's streetscape design is above and beyond Second Party's original design. The City agrees to pay Second Party a sum of \$97,500.00 for the difference in design requirements as set forth by Second Party's design engineer. The City streetscape design is described as Exhibit "A". Second Party's scope of work breakdown and cost is described in Exhibit "B." The difference in the costs of construction shall be used as the measurable.**

- 7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between the City and the parties relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing

executed by the party against which enforcement of such amendment, waiver or discharge is sought.

8. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. **Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, upon execution by the City and Second Party.

10. **Time of Essence.** Time is of the essence with respect to this Agreement.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Agreement as of the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

THE CITY OF DALTON

by: _____
Mayor

Unofficial Witness

ATTEST:

Notary Public

City Clerk

Signed, sealed and delivered
in the presence of:

THE CARPENTRY, LLC

by: _____
Member/Manager

Unofficial Witness

Notary Public

Signed, sealed and delivered
in the presence of:

PROPER CONSTRUCTION
GROUP, LLC

by: _____
Member/Manager

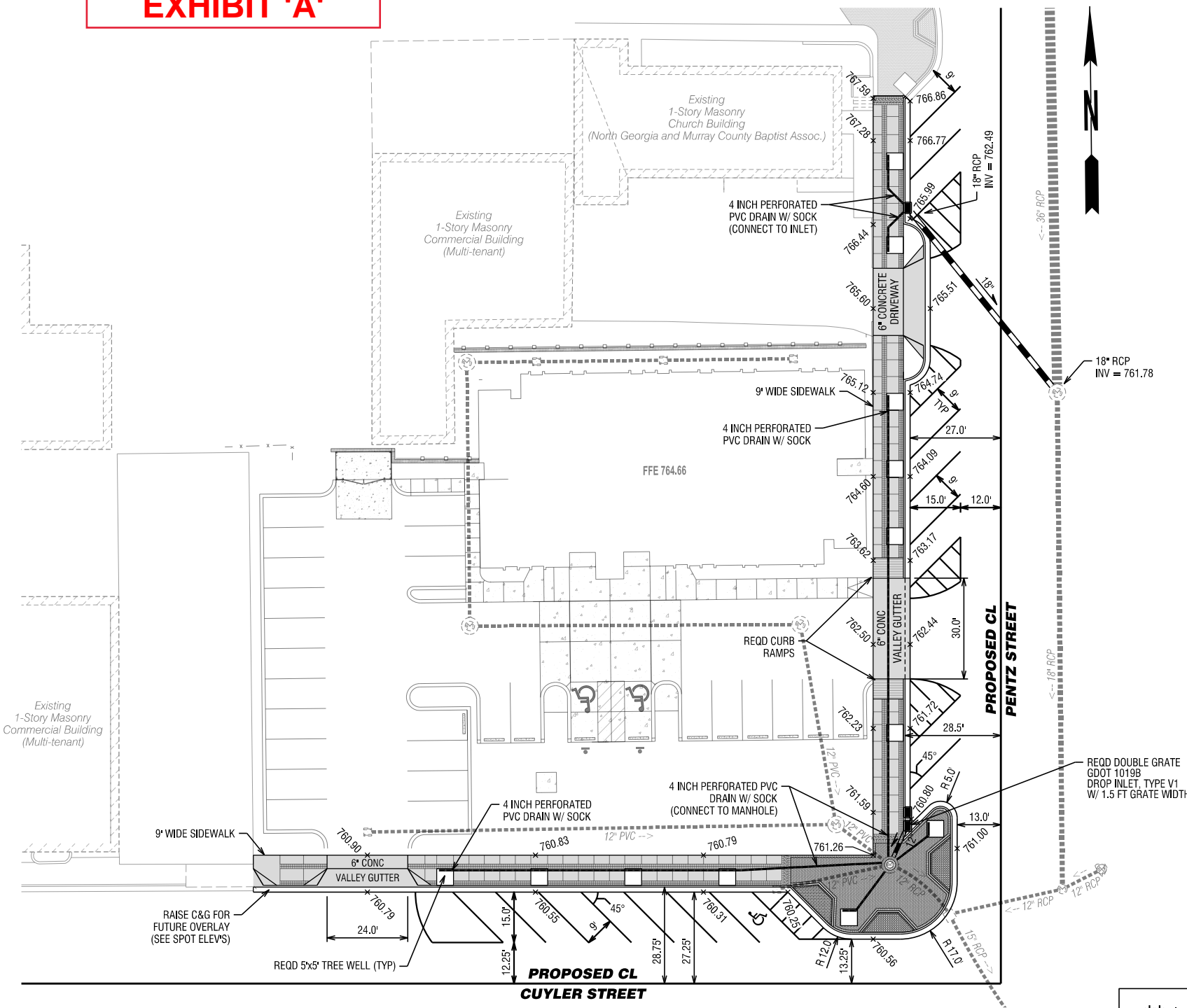
Unofficial Witness

Notary Public

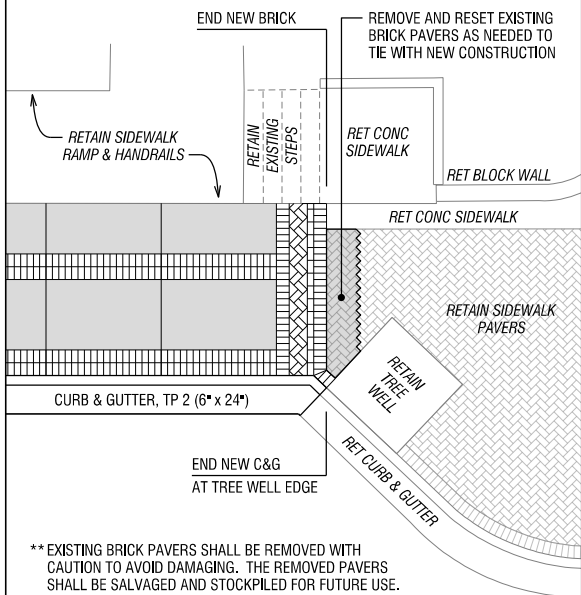
EXHIBIT “A”

EXHIBIT “B”

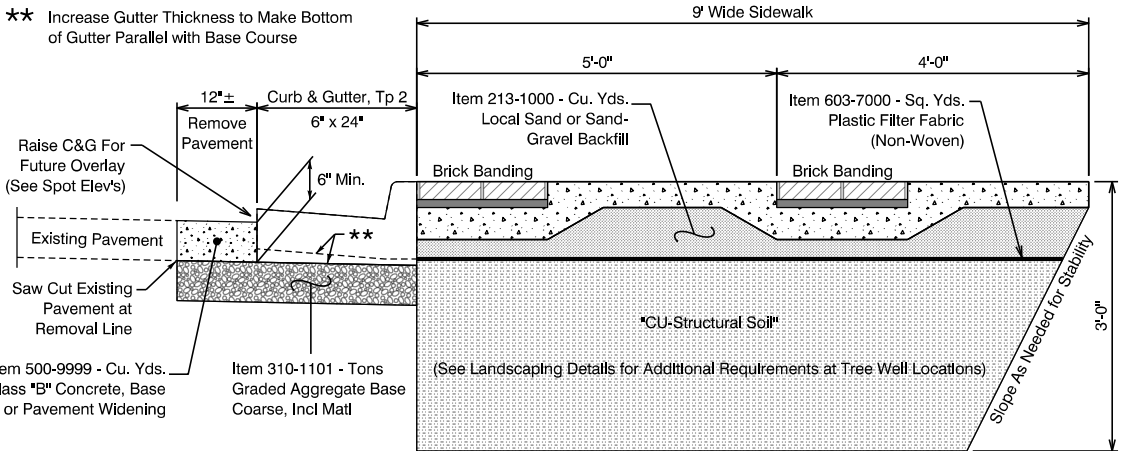
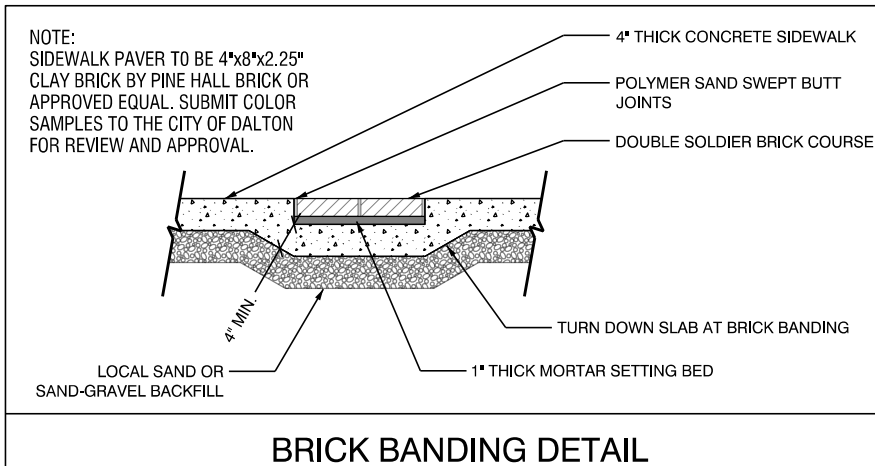
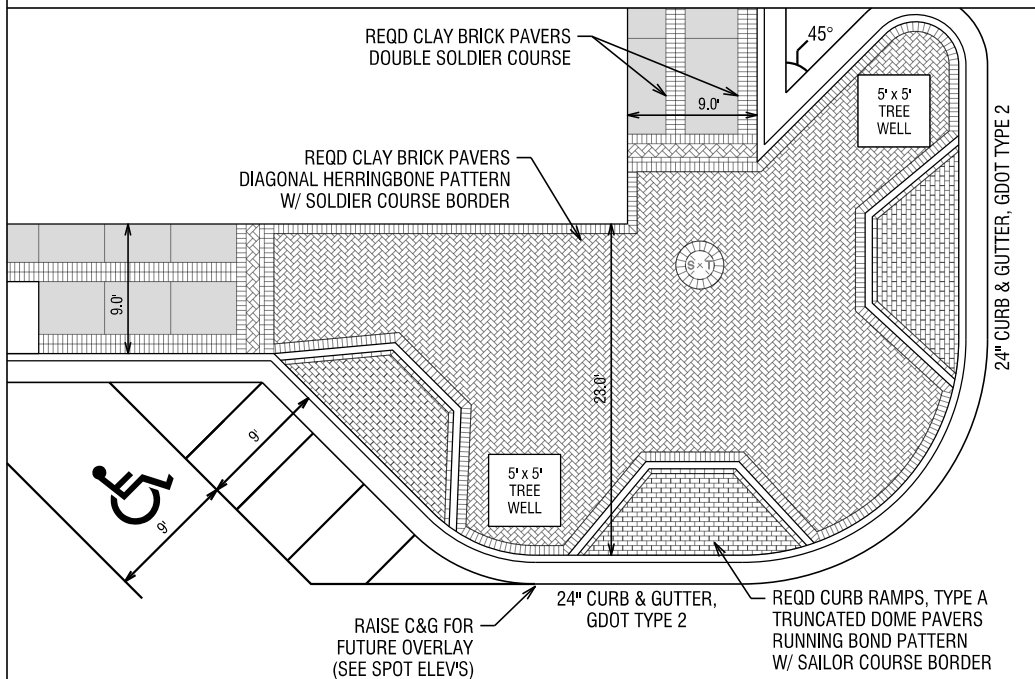
EXHIBIT 'A'



GORDON STREET TIE-IN DETAIL



PENTZ & CUYLER BRICK CORNER DETAIL



TYPICAL SECTION FOR CURB & GUTTER AND SIDEWALK CONSTRUCTION

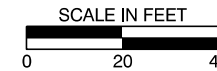
GMC

6120 Powers Ferry Road NW, Suite 200
Atlanta, GA 30339
T 770.952.2481
GMCNETWORK.COM

ISSUE	DATE
30% Review	
PFPR (60%)	
PFPR (90%)	
FINAL (100%)	

Streetscape Improvements on
Pentz Street & Cuyler Street
In the City of Dalton
Whitfield County, Georgia

GMC # TATL220003



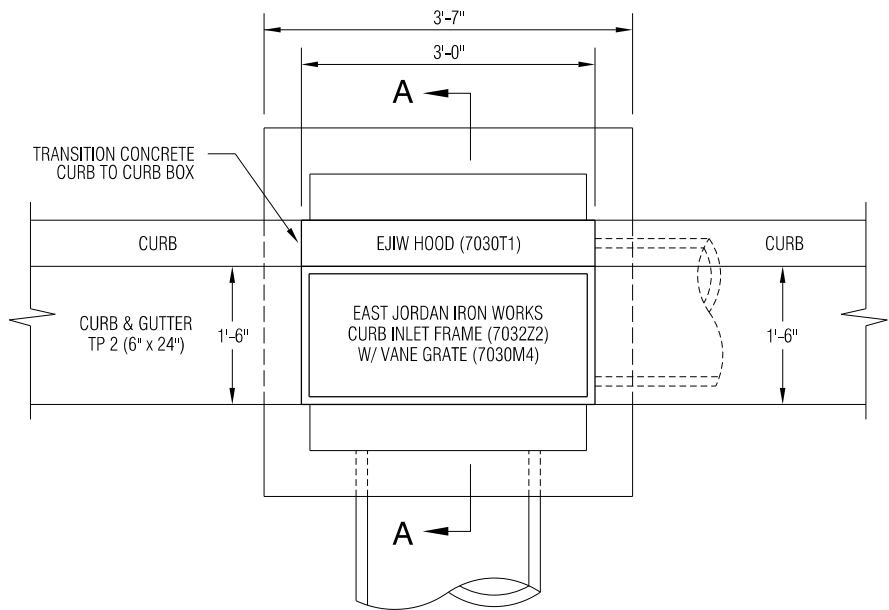
CUYLER STREET
PENTZ STREET

Construction Plan

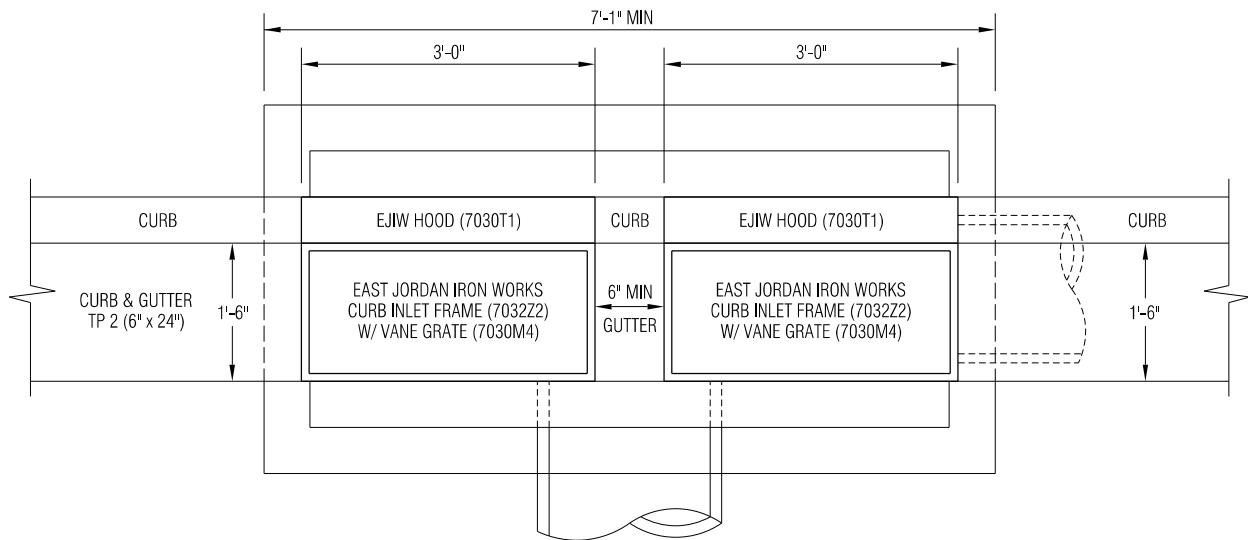
DRAWING NO.

13-0001

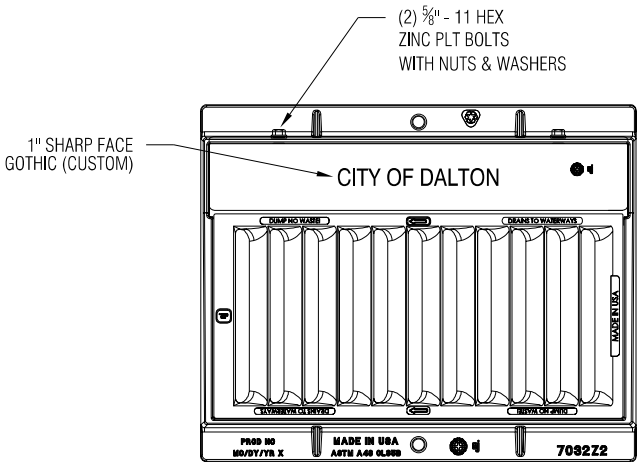
DETAIL FOR CUSTOM VANE GRATE DROP INLET



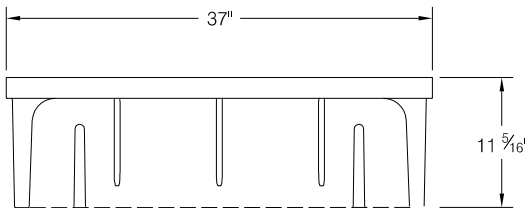
PLAN VIEW (SINGLE)



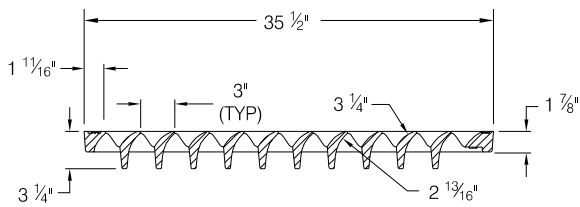
PLAN VIEW (DOUBLE)



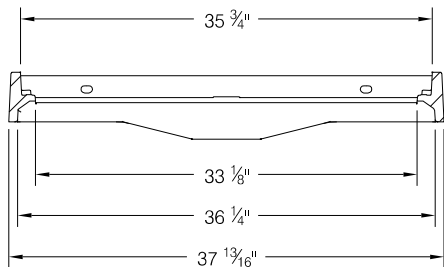
PLAN VIEW



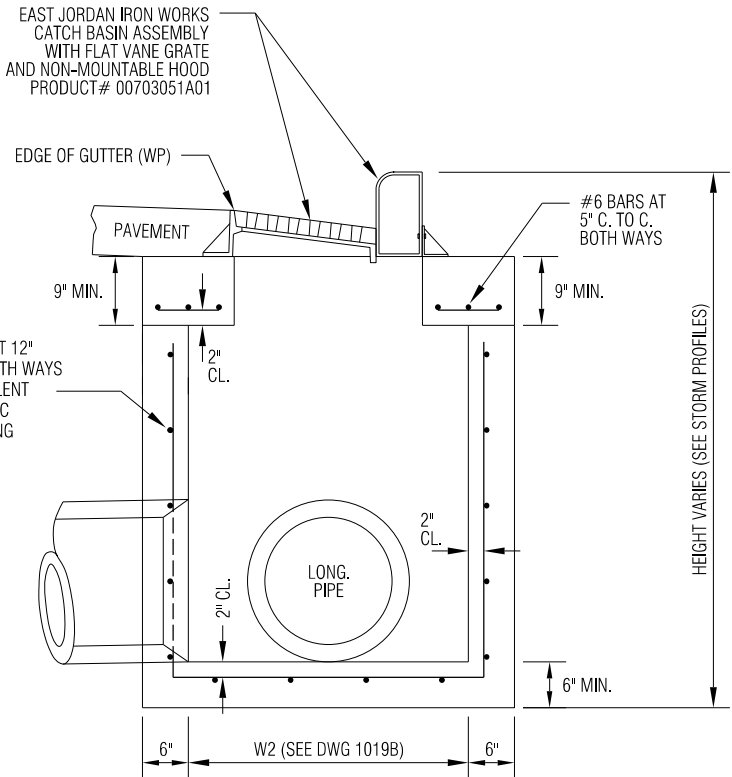
HOOD SECTION



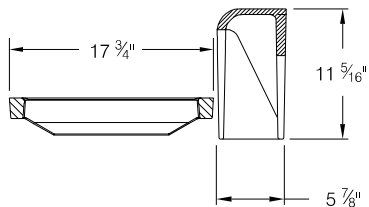
GRATE SECTION



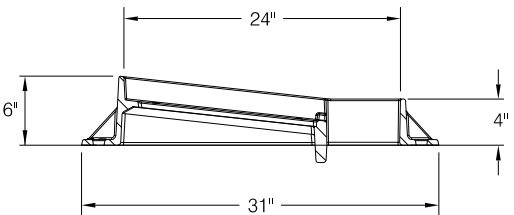
FRAME SECTION



SECTION A-A



GRATE & HOOD SECTION



FRAME SECTION

- NOTES:
- SPECIFICATIONS: GEORGIA STANDARD AND/OR SPECIAL PROVISIONS EXCEPT THE CATCH BASIN ASSEMBLY MATERIALS SHALL BE GRAY IRON ASTM A 48 CLASS 35B.
 - SEE GDOT STANDARD DRAWING 1019B FOR ADDITIONAL INFORMATION.
 - THE ALIGNMENT, NUMBER, AND SIZES OF PIPES SHOWN ARE FOR REFERENCE ONLY. SEE PLANS FOR ACTUAL PIPE REQUIREMENTS.
 - ALL CONCRETE SHALL BE CLASS "A" CONCRETE.
 - THE SLOPE OF THE GRATE SHALL MATCH THE GUTTER SLOPE. THE TOP OF THE HOOD SHALL BE FLUSH WITH THE TOP OF CURB.
 - EXPANSION JOINTS (1/2") WILL BE REQUIRED WHERE RIGID PAVEMENT, SIDEWALK, OR CONCRETE GUTTER MEETS DROP INLETS.
 - ALL STRUCTURES OVER 4 FEET DEEP SHALL REQUIRE STEPS.
 - THE GRATE SHALL BE CORRECTLY ORIENTED TOWARD THE DIRECTION OF FLOW.
 - THE CATCH BASIN FRAME, GRATE AND NON-MOUNTABLE HOOD ASSEMBLY SHALL BE EAST JORDAN IRON WORKS PRODUCT NUMBER 00703051A01 WITH THE CUSTOM CITY OF DALTON MARKINGS AS SHOWN.

GMC

6120 Powers Ferry Road NW, Suite 200
Atlanta, GA 30339
T 770.952.2481
GMCNETWORK.COM

ISSUE	DATE
30% Review	
PPFR (60%)	
PPFR (90%)	
FINAL (100%)	

Streetscape Improvements on
Pentz Street & Cuyler Street
In the City of Dalton
Whitfield County, Georgia

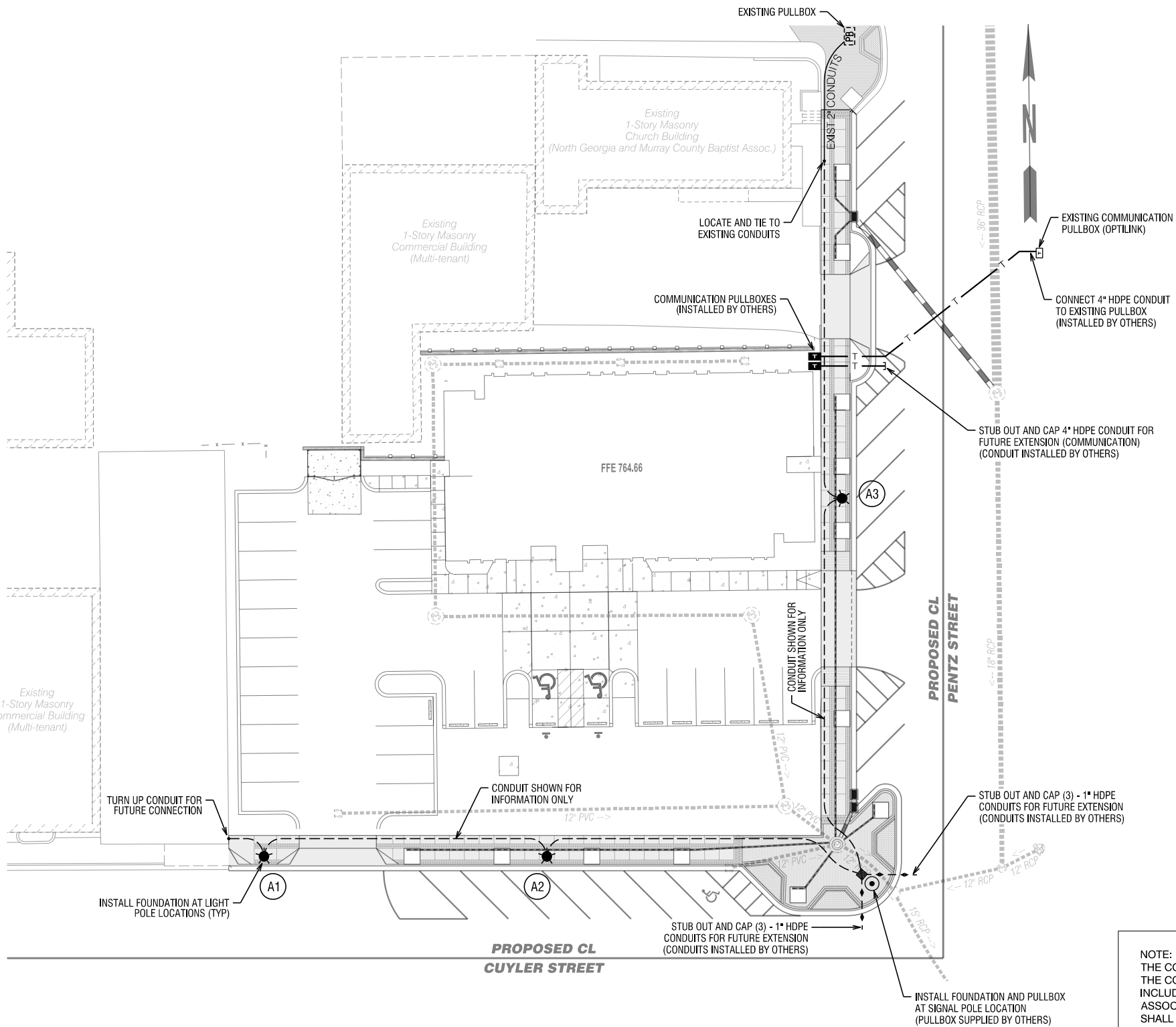
GMC # TATL220003

NOT TO SCALE

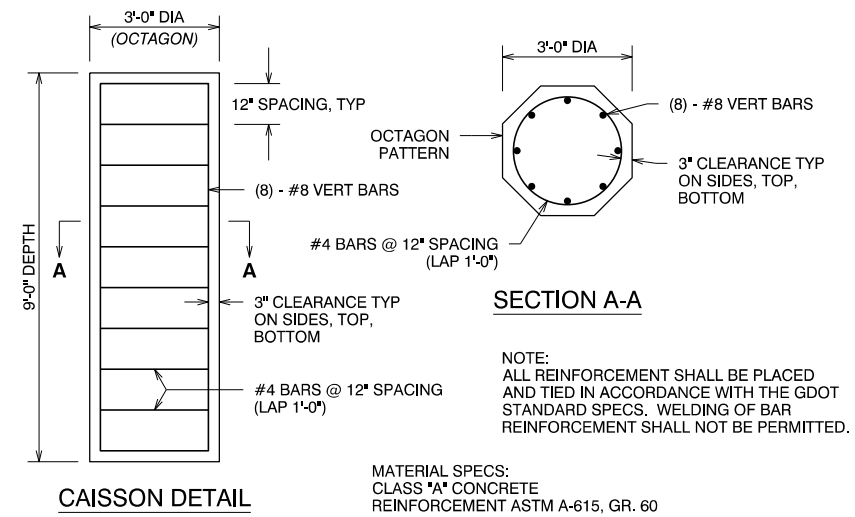
Special
Construction
Details

DRAWING NO.

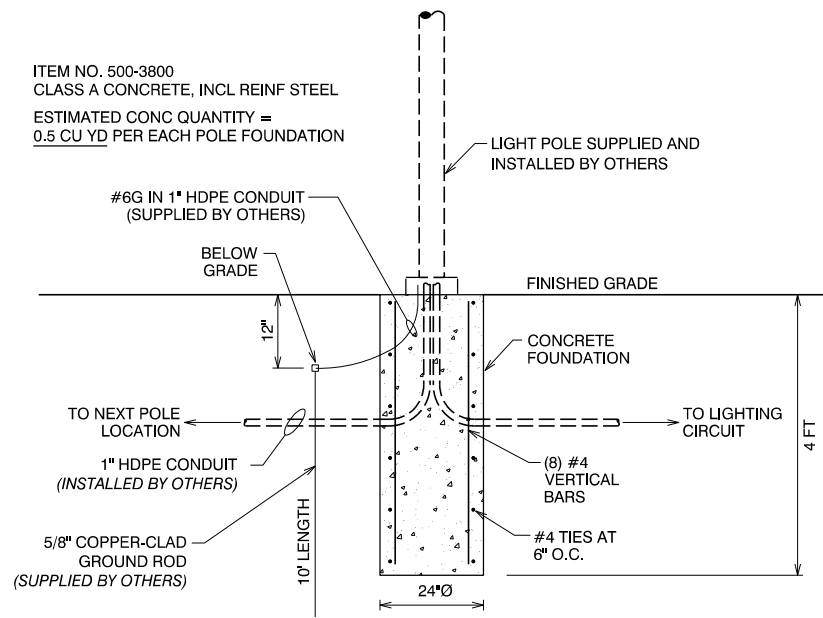
13-0002



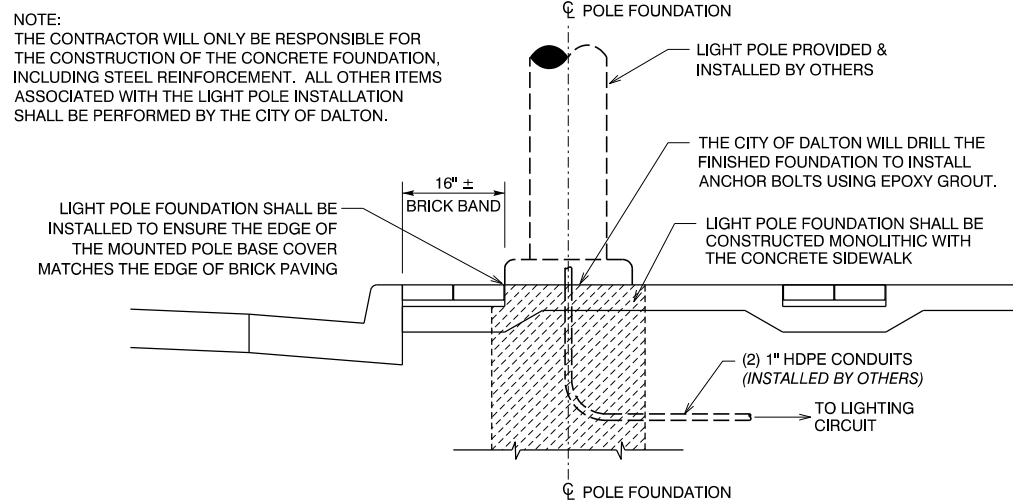
LIGHTING LEGEND		SIGNAL LEGEND	
	REQD LIGHT POLE FOUNDATION (Pole Supplied & Installed By Others)		REQD SIGNAL POLE FOUNDATION (Signal Pole Supplied & Installed By Others)
	REQD ELECTRICAL PULLBOX, TP 2 (Pullbox Supplied & Installed By Others)		REQD TRAFFIC SIGNAL PULLBOX (Pullbox Supplied By Others)
	REQD (2) 1" HDPE SDR 13.5 CONDUITS (Conduits Supplied & Installed By Others)		REQD (3) 1" HDPE SDR 13.5 CONDUITS (Conduits Supplied & Installed By Others)



TYPICAL SIGNAL POLE FOUNDATION
NOT TO SCALE



TYPICAL LIGHT POLE FOUNDATION
NOT TO SCALE



TYPICAL LIGHT POLE FOUNDATION IN SIDEWALKS
DIAGRAMMATIC

Streetscape Improvements on
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In the City of Dalton
Whitfield County, Georgia

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ISSUE	DATE
30% Review	
PFPR (60%)	
FFPR (90%)	
FINAL (100%)	

SCALE IN FEET

**CUYLER STREET
PENTZ STREET**

**Light Pole and
Signal Pole Layout**

DRAWING NO.

25-0001

GMC # TATL220003



To: Steve Herndon

From: Mitchell McBee

Date: March 29th, 2023

Reference: City ROW Improvements

This proposal covers the scope listed below. Proposal includes labor, material, and equipment to complete the scope.

1. Labor and material for curb and gutter as shown on GMC Cuyler Street Pentz Street Construction Plan Sheet 13-000.
2. Labor and material for grading, stone, sidewalks, and pavers as shown on GMC Cuyler Street Pentz Street Construction Plan Sheet 13-000.
3. Labor and material for (3) light pole footings and (1) signal arm footing as shown on GMC Cuyler Street Pentz Street Construction Plan Sheet 13-000. Excludes install of anchor bolts and any rock excavation. Excludes electrical work involved with light poles and signal lights.
4. Includes labor only to install (12) tree well steel grates by EJIW.
5. Includes land surveying for the scope above.
6. Includes pavement markings around perimeter of building lot.
7. Includes soil improvements at tree wells. Labor and material by others.

Exclusions:

1. Excludes all asphalt mill and overlay, electrical work, and all work associated with storm water shown on plans.
2. Excludes rock excavation and removal. Potential to encounter rock a Pentz street light pole and signal arm. If rock is encountered, we will notify the City of Dalton and Ownership immediately.
3. Excludes labor and material for trees.

Credit for Original Scope = \$30,530.00

Cost for New Scope = \$128,290.50

Total Proposal = \$97,760.50

Mitchell McBee (706) 581-8221

mitchell@proper-construction.com