



CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA
300 Martin Luther King Blvd.
November 2, 2021
TIME: 6:45 PM

1. CALL TO ORDER

1. George Allen, Erica Norris, Robert Lofton, Todd Rauch, Eddie Smith

2. PRESENTATIONS

1. Request Advertise for PH, Rezoning, 1200 block South Fox Run Parkway, 3.3 acres, from C-2, GC-P to C-3, GC-P

3. RESOLUTIONS

1. Engineering Services Agreement for a new roundabout at Veterans Parkway and Academy Drive - ENG.
2. Engineering Services Agreement for a Traffic Study at Exit 62 on I-85 - ENG.
3. Engineering Services Agreement for improvements to Pepperell Parkway from City limits to Lowndes Street - ENG.
4. Engineering Services Agreement for CSX Railroad Crossing Improvements at Airport Road for the Veterans Parkway Extension Project - ENG.
5. Renew the Roadway Improvement Contract with Robinson Paving Company - ENG.

4. ORDINANCES

5. GENERAL UPDATES

6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA

7. GENERAL / DISCUSSION

8. END OF WORK SESSION

"In compliance with the Americans with Disabilities Act, the City of Opelika will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to

participate in this meeting, please contact the ADA Coordinator 72 hours prior to the meeting at (334)705-2083.”

City of Opelika
Planning Commission
Planning Department Report

Action Requested: Rezoning: 3.3 Acres C-2, GC-P to C-3, GC-P

Location of Property: 1200 block South Fox Run Parkway

Property Owner(s): John A. Blanton Jr and Jane B. Gavin
Michael Johnson, representative

Current Zoning: C-2, GC-P (office-retail, gateway corridor – primary)

Proposed Zoning: C-3. GC-P (general commercial, gateway corridor – primary)

Existing Land Use: Undeveloped

Surrounding Zoning Districts

And Land Uses:	North	C-3, GC-P	Undeveloped
	South	R-1	Interstate 85
	East	C-3, GC-P	Commercial (RV/Camper sales lot)
	West	C-2, GC-P	Undeveloped

Rezoning

The applicant is requesting to rezone 3.3 acres from C-2, GC-P to C-3, GC-P. Two lots adjacent to the rezoning property are currently zoned C-3, GC-P : a 9 acre undeveloped property on the north side and a 4 acre property on the east side. The 4 acre property is a RV (recreational vehicle) and camper sales lot; Planning Commission granted conditional use approval for the RV sales lot, and a business license was issued in April 2021. At the September 2021 meeting, the Planning Commission approved a rezoning request to City Council for the 3.2 acre adjacent property on the east side of the RV sales lot so the RV sales lot can expand their outdoor display into the 3.2 acre lot. The RV sales lot is now requesting to expand into the 3.3 acre property on the west side of the RV sales lot.

The expansion provides a larger inventory for the RV/camper business and increases RV/camper visibility to Fox Run Parkway and I-85 traffic. If the 3.3 acre rezoning property is approved, the applicant is aware that conditional use approval is required including a site plan and landscape plan. There are no immediate plans for a new building on the rezoning property The existing 13,000 square foot building (former Harley-Davidson) on the 4 acre parcel serves as office space and a service department for both lots.

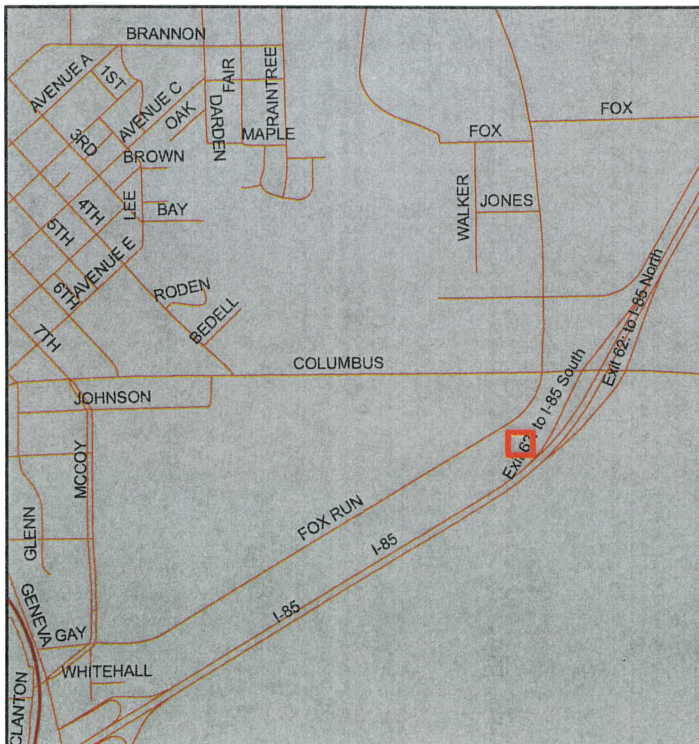
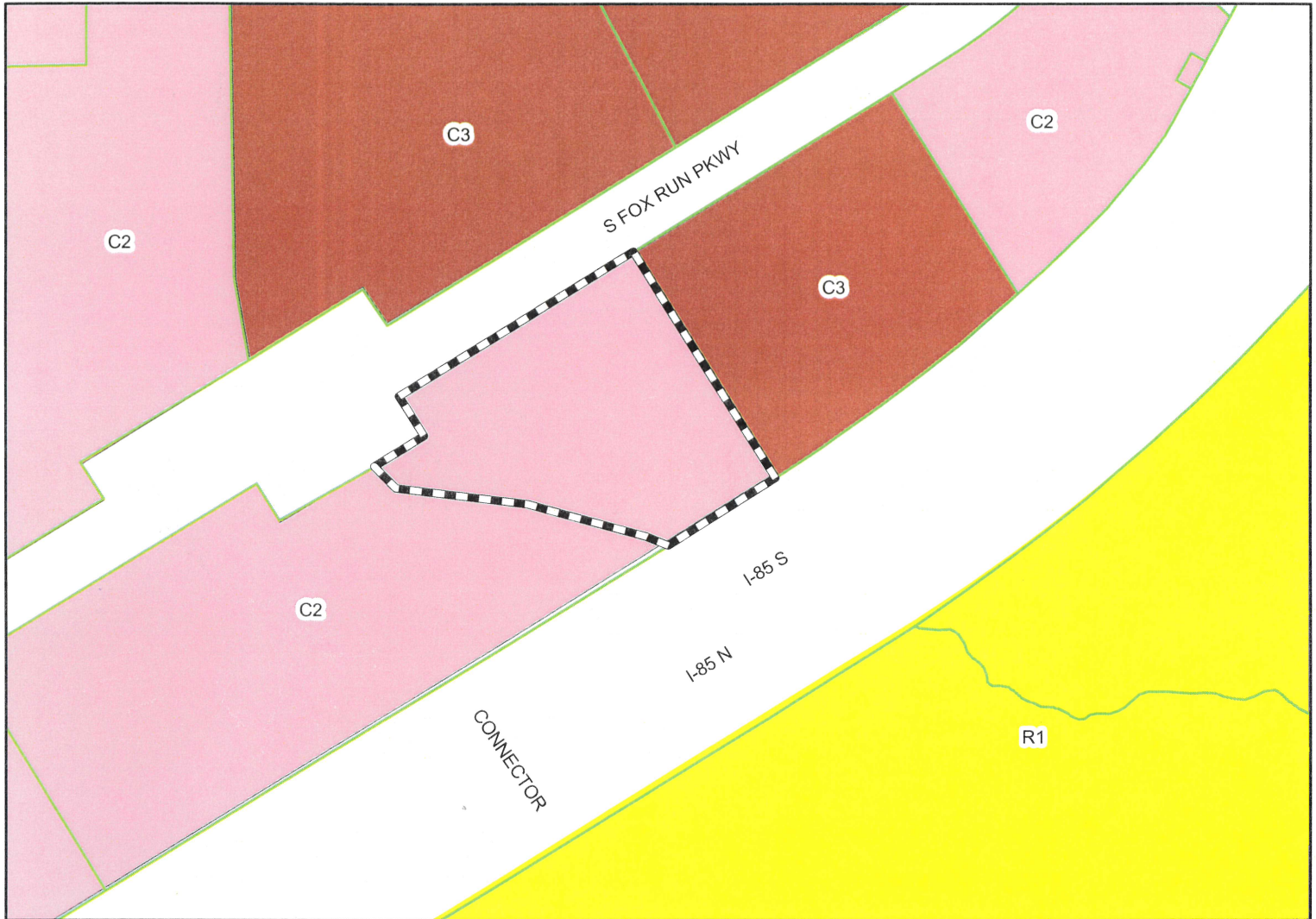
Staff Recommendation

Planning staff believes that the 3.3 acre rezoning to C-3, GC-P is appropriate given the proposed 'RV sales lot' is adjacent to C-3, GC-P zoned properties. The rezoning request is a 3.3 acre expansion of the RV sales business on the west side. The rear property line of the rezoning property is adjacent to I-85. Typically, an RV sales lot locates near an interstate highway providing immediate access to the business and to increase inventory exposure along I-85.

Planning Staff recommended Planning Commission send a positive recommendation to the City Council to rezone the 3.3 acre property from C-2, GC-P to C-3, GC-P.

At the October 26th meeting, the Planning Commission sent a positive recommendation to City Council to rezone the 3.3 acre property from C-2, GC-P to C-3, GC-P.

FOX RUN PARKWAY REZONING 1200 BLOCK SOUTH FOX RUN PARKWAY C-2, GC-P TO C-3, GC-P



The petitioner owns 3.3 acres on the west side of an existing RV & Camper sales lot. The RV sales lot desires to expand into the 3.3 acres if the rezoning is approved. City Council approved a rezoning request on the east side of the RV sales lot.



Subject Property

The City of Opelika does not guarantee this map to be free from errors or inaccuracies. The City of Opelika, Alabama disclaims any responsibility or liability for interpretations from this map or decisions based thereon. The information contained on this map is a general representation only and is not to be used without

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH BARGE DESIGN SOLUTIONS, INC., IN CONNECTION WITH
VETERANS PARKWAY AND ACADEMY DRIVE ROUNDABOUT PROJECT**

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) intends to construct a roundabout at the intersection of Veterans Parkway and Academy Drive (the “Project”); and

WHEREAS, the City has determined that there is a need for professional engineering services for work related to the Project, including engineering design, surveying, contract bidding assistance services, landscape design, lighting, project illustrations and construction administration and testing; and

WHEREAS, Barge Design Solutions, Inc. (“Barge”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide engineering services to the City with respect to the Project; and

WHEREAS, City staff recommends Barge to perform said services; and

WHEREAS, a Professional Services Agreement (the “Agreement”) has been prepared by Barge and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the estimated compensation due to Barge under the Agreement is \$292,500, which shall come from the Unassigned Fund Balance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the Agreement to be entered into by and between Barge Design Solutions, Inc., and the City, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City

Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That the compensation to be paid to Barge Design Solutions, Inc., shall be paid from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Barge Design Solutions, Inc., for the provisions of engineering services as outlined in the Agreement attached hereto.

6 That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of October 29, 2021 by and between City of Opelika (**Client**) and Barge Design Solutions, Inc. (**Barge**) for professional services for the assignment described as follows:

Project: Veterans Parkway & Academy Drive – Phase 2
Location: Opelika, AL
Description of Project: Conduct survey, design and other professional services for the construction of a roundabout at the subject intersection. Details are described in Attachment A

I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See Attachment A

II. **COMPENSATION:** **Client** shall compensate Barge for the Basic Services as follows:

See Attachment A

III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

IV. **PREVAILING PARTY'S FEES:** If either party commences any action against the other party hereto with respect to the enforcement or interpretation of this Agreement, then the prevailing party in such action shall be entitled to an award of its costs of litigation, including attorney's fees.

V. **TIME:** unless agreed otherwise in writing, **Barge** will commence its services within a reasonable time after receipt of an executed copy of this agreement. **Barge** will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **Barge's** control. if such delay or suspension extends more than six months (cumulatively), **Barge's** compensation shall be equitably adjusted.

VI. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **Barge** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **Barge** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **Barge** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

VII. **STANDARD OF CARE:** The standard of care for all professional engineering and related services performed or furnished by **Barge** under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality. **Barge** makes no warranties, express or implied, under this Agreement or

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City of Opelika

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otherwise in connection with **Barge's** services. **Barge** agrees to comply with all applicable federal, state and local requirements, either statutory or administrative, applicable to the performance of services under this Agreement which are either now in effect or hereinafter enacted.

- VIII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- IX. OWNERSHIP OF DOCUMENTS:** All documents, notes, drawings, specifications, reports, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans or any other material produced, created or accumulated in performing this Agreement are and shall remain the property of the **Client** and may be published in whole or in part without permission of any additional payment or fees to **Barge**. Reuse of said documents by the **Client** shall be at the **Client's** risk and responsibility and not that of **Barge**. The parties may use any portion of said documents at their own risk and responsibility. During the preparation of the design documents, **Barge** shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These backup CADD computer files are the property of **Barge**.
- X. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- XI. INSURANCE:** **Barge** shall obtain and maintain in the limits of liability for each of the types of insurance coverage identified as follows:
1. Workers' Compensation endorsed with a waiver of subrogation in favor of the **Client** in the amount of the statutory obligations imposed under the Alabama Workers' Compensation Law.
 2. Commercial General Liability, endorsed with the **Client** as an additional insured and endorsed with a waiver of subrogation in favor of the **Client** with limits of liability one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate limit and one million dollars (\$1,000,000) each occurrence for property damage.
 3. Alabama Business Automobile Liability Policy, endorsed with the **Client** as an additional insured with a waiver of subrogation in favor of the **Client** in limits of liability of not less than one million dollars (\$1,000,000) each person for bodily injury, three million dollars (\$3,000,000) each occurrence for bodily injury and one million dollars (\$1,000,000) each occurrence for property damage.

4. Professional Liability in limits of three million dollars (\$3,000,000) each occurrence or in the aggregate.

The work shall not be commenced by **Barge** until after the policy or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give the **Client** thirty (30) days written notice prior to the cancellation, material revision or intention not to renew, have been submitted to the **Client**. **Barge**, at its expense, shall purchase and maintain in force at all times during the terms of this Agreement the insurance with limits not less than indicated above.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Alabama.
- XV. Indemnity:** Except for the negligence or willful misconduct of the **Client**, **Barge** shall save harmless and indemnify the **Client** and its officers, elected officials, and employees from all claims, losses, expenses and liability due to activities of **Barge**, its agents or employees arising out of services performed under this Agreement and which are caused by or are the result from negligent error, omission or act of **Barge** or of any person employed by **Barge**. **Barge** shall also indemnify and save harmless the **Client** from any and all expense, including, but not limited to, attorney's fees which may be incurred by the **Client** in litigation or otherwise resisting any claim or liability which may be imposed on the **Client** as a result of such negligent error, omission or act by **Barge**, its agents or employees.
- XVI. Design Corrections:** **Barge** shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions or negligent acts without compensation. **Barge** will not be relieved of the responsibility for subsequent correction of such errors or omissions or for clarification of any ambiguity until the construction phase of the Project has been completed.
- XVII. Compliance With Laws, Ordinances, Rules and Regulations:** **Barge** shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any Court or administrative bodies or tribunals, in any matter affecting performance of this Agreement including, without limitation, workers' compensation laws, minimum salary and wage statutes, and regulation and licensing laws. When required, **Barge** shall furnish the **Client** with satisfactory proof of its compliance.
- XVIII. Independent Contractor Status:** **Barge**, in performance of the Agreement, is an independent Contractor and not an agent or employee of the **Client**. **Barge** shall not represent itself as an agent

or employee of the **Client** and shall have no power to bind the **Client** in Agreement or otherwise. **Barge** has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting **Barge** in the performance of the services rendered under this Agreement. **Barge** shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security withholding and other regulations governing such matters.

XIX: Compliance With Immigration Laws: **Barge** agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended, by the Immigration Act of 1990 and the Beason-Hammond Alabama Citizen and Taxpayer Protection Act, as amended. Under the performance of the Agreement, **Barge** agrees to participate in the E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. **Barge** agrees that it will not violate federal immigration law and will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama.

City of Opelika	Barge Design Solutions, Inc.
By:	By: 
Printed Name:	Printed Name: Benjamin C. Adams
Title:	Title: Vice President
Address:	Address: 1201 Front Avenue, Suite F Columbus, GA 31901
Date Signed:	Date Signed: October 29, 2021
Tax I.D. Number:	

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide services related to the survey, right-of-way documentation, design, and bid/construction administration for the improvements to the Veterans Parkway & Academy Drive intersection in the City of Opelika, Alabama.

During the initial phase of the project, Barge evaluated the Veterans Parkway & Academy Drive intersection to determine whether the implementation of a modern roundabout was feasible. Traffic analyses were performed, and the results were documented in a Technical Memorandum which indicated that a roundabout is recommended. Furthermore, the findings were used to prepare a conceptual layout of the recommended improvements for the intersection (see Attachment C). After their review of these deliverables, the City of Opelika requested a proposal from Barge to prepare construction plans based on this layout.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Survey

Barge will perform a topographic survey of approximately 4.6-acres outlined in red and associated with **Figure 1** below. Additionally, Barge will gather parcel monumentation in order to define the right-of-way limits for Academy Drive and Veterans Parkway.

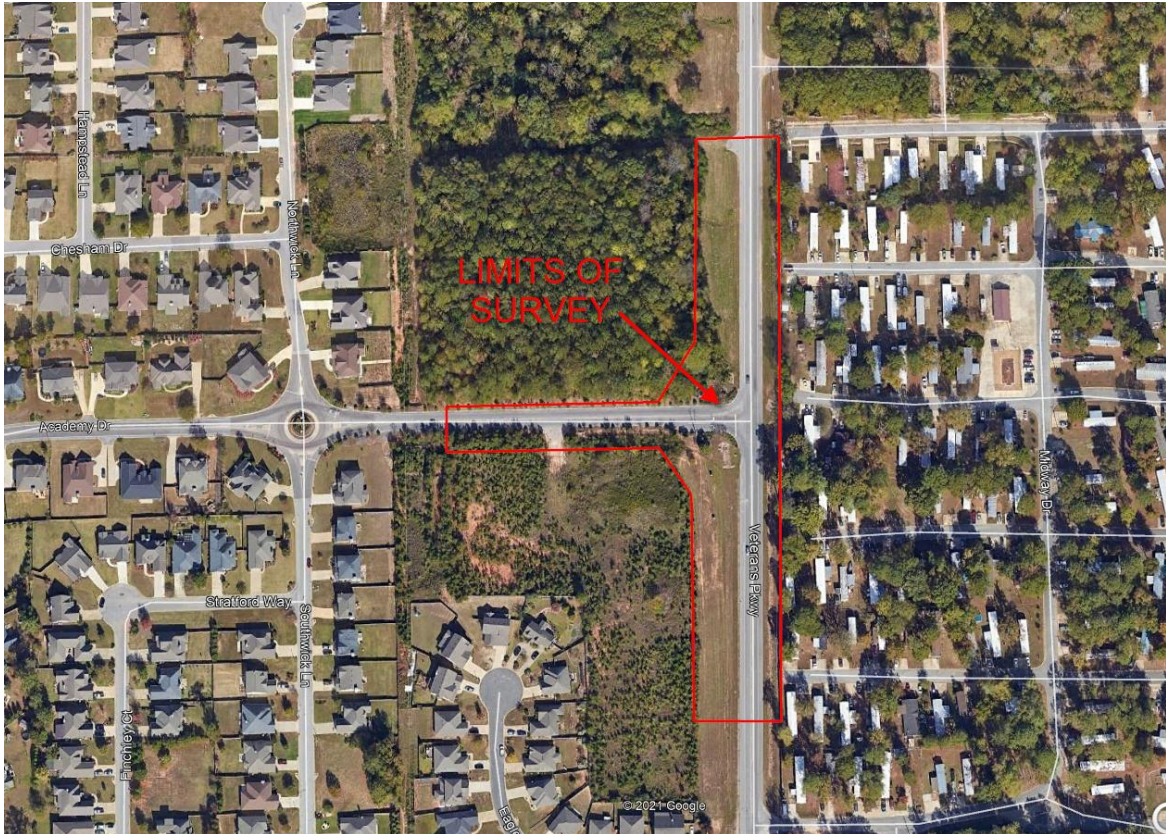


Figure 1

Topographic Survey

Barge will locate above ground improvements within the approximate 4.6-acre area shown in Figure 1 above. Sufficient grade breaks and spot shots will be taken to generate 1-foot contours across the site. Spot elevations will be collected using a 50-foot grid. We will locate visible evidence of utilities and note invert elevations, pipe sizes, and pipe material for all accessible sanitary and storm drainage structures. Connectivity of sanitary and storm drainage structures will be shown to the next structure outside of the project area. Furthermore, field crews will locate apparent property and right-of-way lines along the project corridor and the relationship of those lines to the limits of survey as shown in **Figure 1** above.

This work is a topographic survey and not a control survey, boundary survey, or any other kind of survey beyond what is indicated above. We will gladly propose a scope for any other kind of survey needs deemed necessary.

Project Datum

Barge will establish relative vertical and horizontal control, referenced to GNSS/GPS observations for project coordinates. (Alabama State Planes East NAD83 horizontal datum and NAVD 88 vertical datum).

B. Right-of-Way Documentation

Barge will prepare a right-of-way map, tract sketches, and legal descriptions for right-of-way to be acquired for construction of the proposed improvements. Barge assumes 2 takings for this project. The City of Opelika will negotiate with the landowners and acquire the required right-of-way.

C. Design Services

Civil Engineering Design

Barge proposes to prepare roadway plans to implement a roundabout at the intersection of Veterans Parkway & Academy Drive. The layout will be based upon the roundabout concept layout provided to the City of Opelika (see Attachment C). Modification or changing of the layout may require additional services, depending upon the scope and timing of the changes.

The roadway plans for the proposed improvements will include plan/profile sheets, typical sections, drainage sections, cross sections, phased erosion and sediment control sheets, traffic control sheets with sequence of construction, paving layout sheets, and signing/stripping sheets.

A Construction Best Management Practices Plan (CBMPP) will be prepared, as required.

The extent of utility conflicts is unknown. Once the existing utilities are located, Barge will design the roadway plans to minimize utility conflicts to the extent practical. Additionally, Barge will prepare an Utility Submittal that will be distributed to the Utility Owners and the Utility Owners will be responsible for identifying any potential utility conflicts. If required, Barge will include utility relocation plans, prepared by others, into the roadway plans. Barge can perform utility relocation design, if preferred, via a contract modification.

As a subconsultant to Barge, Carmichael Engineering will perform a geotechnical investigation of the project site in accordance with their attached proposal (see Attachment D). The subconsultant's fee is included in the Civil Engineering Design fee shown in Section VIII.

Electrical Engineering Design

Barge proposes to prepare plans to add roadway lighting at the Veterans Parkway & Academy Drive intersection in the City of Opelika, Alabama. The pole and fixture type shall be selected to utilize the current City of Opelika standard light fixture and pole details. The lighting layout will be coordinated with other utilities in the area as shown on the provided survey.

The lighting photometric calculations will be completed using AGI32 software. These calculations will determine the layout of the pole locations for the roundabout. The required lighting levels will be based on NCHRP Report 672: Roundabouts: An Informational Guide for a major/major roadway classification with a low pedestrian area classification (less than 11 pedestrians during the average annual peak hour of darkness).

The lighting shall be served by one power control center. The control center shall be powered from a utility transformer through an underground service and shall include a pad mounted NEMA 3R enclosure per city standards with an unmetered service. Lighting shall be photocell controlled. If receptacles are required on the light poles, then a metered service shall be included in the power control center.

The electrical and lighting design shall include conduit, pull-boxes, and wiring for a complete system. Conduit shall be designed to be installed underground. All pull-boxes shall be Tier 15. Voltage drop calculations will be performed for sizing of the lighting circuits and cable size with the electrical design conforming to the NEC code.

Barge will coordinate with the City on all stages of this project.

Landscape Architectural Design

Barge proposes to provide landscape architectural design services illustrating the proposed planting and hardscape design for the roundabout. A site landscape plan will be developed. Hardscape details, which will address areas to receive specialty pavement, such as stamped concrete, will be developed. Barge will provide the appropriate specifications to perform the construction work. Plans will illustrate the following items:

- a) Plant location;
- b) Plant type;
- c) Plant name (scientific and common);
- d) Plant size;
- e) Notes;
- f) Planting Details;
- g) Hardscape Details;
- h) Quantity.

Additionally, Barge will provide irrigation design in the form of a performance specification.

D. Illustrative Renderings and Animation

Barge proposes to prepare three (3) renderings and one (1) animation to illustrate the proposed improvements. The renderings and animation will provide an overall graphic representation of the roundabout indicating context, road and lane markings, sidewalks, and hardscape/landscape areas. The duration of the animation will be approximately thirty (30) seconds.

E. Bid Administration

Barge will provide professional services related to supporting the Client during bidding and awarding of the construction contract for the work outlined in the above sections. These services will begin upon the successful completion of final construction documents and will include the specific tasks as follows:

- 1. Coordinate and assist with advertisement and solicitation of bids.
- 2. Prepare and issue addendums as required during the bid phase.
- 3. Conduct and attend pre-bid meeting.
- 4. Prepare and issue meeting minutes of pre-bid meeting.

5. Respond to contractor questions.
6. Prepare certified bid tabulation.
7. Submit recommendation of award.
8. Prepare and issue notice of award.
9. Prepare revisions to plans to incorporate text revisions issued by bid document addendums.
10. Prepare and issue Notice to Proceed.

F. Construction Administration

Barge will provide professional services related to construction administration of the project as outlined below. These services will begin at the pre-construction meeting and will include the specific tasks as follows:

1. Assist with the preparation of contract documents.
2. Assist with the pre-construction conference.
3. Assist with the preparation of meeting minutes of pre-construction meeting.
4. Review of up to two (2) reviews of contractor shop drawings, submittals, progress schedule, and schedule of values; monitor for performance during the contract period for items related to Barge's scope of services.
5. Review, approve, and recommend payment of contractor monthly pay requests for items related to Barge's scope of services.
6. Assist with monthly construction progress meeting and issue meeting minutes.
7. Assist with monthly site visits for an assumed six-month construction period.
8. Provide support for the review change order requests.
9. Provide necessary interpretations and clarifications of the contract documents.
10. Participate in punch list inspection.
11. Issue Certificate of Substantial Completion.
12. Assist with final project closeout.

As a subconsultant to Barge, Carmichael Engineering will perform Construction Materials Testing services in accordance with their attached proposal (see Attachment E). The subconsultant's fee is included in the Construction Administration fee shown in Section VIII.

III. Additional Services

If additional services beyond what is listed in the tasks outlined in Section II are required, this work can be completed utilizing the hourly rates provided in Attachment B.

IV. Project Understandings, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.
 1. Barge will have access to the site and adjoining areas, as required.
 2. Permit, recording fees, etc., are to be paid by the Client/Owner.
 3. Construction duration is assumed to be 6 months.

4. Construction budget for items listed in our scope of services is unknown at this time; Barge will strive to work with the Client in the establishment of this budget but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
5. Descriptions and exhibit drawings for the acquisition of easements are to be prepared one time if noted herein.
6. Project will be funded with City funds.
7. Environmental studies and reports are excluded. Environmental clearances for the project will be obtained by the City of Opelika.
8. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional design fees may be required.
9. Construction plans will utilize the City of Opelika's standard details and specifications and/or ALDOT's standard details and specifications.
10. Stormwater detention will not be required.
11. Bid phase and construction phase services beyond those described above will not be required.
12. Inspections and/or Resident Project Representative will be provided by others.
13. Review of up to ten (10) submittals and ten (10) RFIs is included with this scope of work. If review of additional submittals or RFIs is required, this work will be considered any additional service and can be completed utilizing the rates provided in Attachment B.
14. Public involvement meetings are not required.
15. Plotting expenses of illustrative renderings are not included.
16. Irrigation is to be from a domestic water source, and no supplemental pumping systems are required.
17. Surveyors will not locate individual trees within obscured areas. A tree line or outline of dense vegetation will be noted on the drawing. Individual trees above 5 inches in diameter apart from wood lined areas will be located and denoted for size.
18. Surveyors will not locate any building interiors, only building corners comprising the exterior footprint.
19. Sub-surface utility designation or location will be as follows:
 - a. The surveyor will put in a design ticket with AL811 and locate utility markings made by others throughout the Limits of Survey as shown in Figure 1 above.
 - b. It should be noted that existing utility plans, as-builts, or CADD files pertaining to utility locations should be provided to the surveyor before beginning the project.
 - c. Typically, AL811 only marks in the public right-of-way; however, if markings are present within the LOS as shown in **Figure 1** the surveyor will locate said utility markings.
 - d. No sub-surface utility designation or location will be performed by Barge outside of what is listed in A through C above. Should the client need additional SUE services, Barge is capable of performing quality level D-B, provided a change order is obtained from the Client.
20. The field survey and drawing will be performed in accordance with the rules and regulations of the Alabama Board of Land Surveyors and under the direction of an Alabama Professional Land Surveyor.

B. The following excluded services can be provided as an additional service with an

appropriate adjustment in fees.

1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
 2. Retaining wall design.
 3. Utility relocation design.
 4. Right-of-Way acquisition services.
- C. It is understood and agreed that Barge's services under this agreement do not include project observation or review of the Contractor's performance and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the contract documents and for construction observation, and the Client waives any claims against Barge that may in any way be connected thereto.

V. Time of Performance

Barge is prepared to begin work within one week upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City of Opelika.

VI. Client's Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Construction plans (60%, 90%, and 100% submittals)
- B. Design and survey CADD files
- C. Roundabout renderings and animation
- D. Right-of-Way deeds and tract sketches
- E. Project manual
- F. Certified bid tab, notice of award, and notice to proceed
- G. Final punch list and certificate of substantial completion

VIII. Compensation

The compensation to be paid to Barge for providing the requested services is summarized in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
Survey	Lump Sum	\$18,000
Right-of-Way Documentation	Lump Sum	\$4,500
Civil Engineering Design	Lump Sum	\$137,000
Electrical Engineering Design	Lump Sum	\$25,000
Landscape Architectural Design	Lump Sum	\$6,000
Illustrative Renderings and Animation	Lump Sum	\$5,000
Bid Administration	Cost Plus	\$10,000
Construction Administration	Cost Plus	\$62,500
Miscellaneous Project Support	Cost Plus	\$24,500
Total	LS/CP	\$292,500

Bid Administration and Construction Administration are proposed to be a Cost Plus (CP) fee type, as Barge's scope for these services may vary. The fee amount shown for these tasks are estimated amounts. If additional fee is required to complete these tasks, the City of Opelika will be notified prior to invoicing.

Additionally, Miscellaneous Project Support is proposed to be a Cost Plus (CP) fee type. This line item will be used to complete Additional Services as directed by the City of Opelika.

In the event additional work is requested by the City of Opelika, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals is provided in Attachment B.



ATTACHMENT B

SCHEDULE OF STANDARD CHARGES

HOURLY RATE BASIS

Hourly Rates:

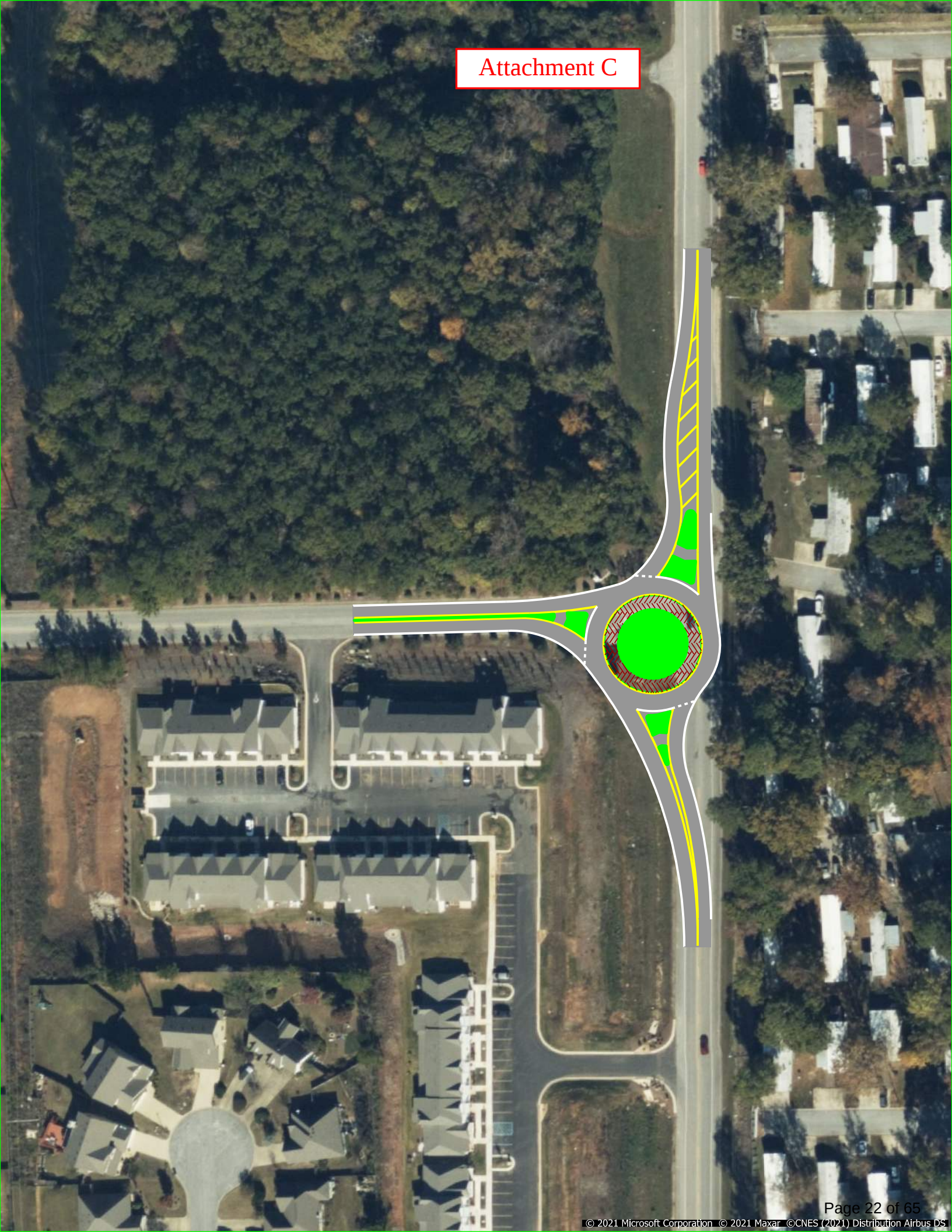
Principal Engineer, Planner, or Architect	\$170 to \$325
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	\$100 to \$210
Graduate Engineer, Planner, or Architect	\$70 to \$150
Designer or Technician	\$60 to \$140
Drafter, Administrative Assistant, etc.	\$50 to \$115
Construction Representative	\$50 to \$115
Surveyor	\$30 to \$95

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued monthly.



P.O. Box 241702

Montgomery, Alabama 36124-1702

(334) 213-5647 / FAX (334) 213-7348

Carmichael Engineering, Inc., (CEI), is pleased to provide the services described below. The purpose of this form is to obtain written authorization for the work requested and to establish the terms under which these services are to be provided as herein set forth.

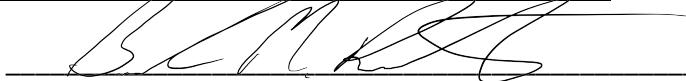
Compensation for services rendered will be based on the attached Fee Schedules, Exhibit A, to the agreement, or as herein set forth as part of this work order. If CEI is required to modify the scope of work at your request or it is determined during the execution of the work that a modification of scope is required, CEI will promptly seek a mutually agreeable revision to the scope of work and associated Fee Schedule. Exhibit C to this agreement (entitled General Conditions Of Agreement With The Client) is made an integral part of this agreement and is incorporated herein by reference and this agreement is subject to all the terms and conditions as set forth in Exhibit C.

CEI Proposal No.: 9741 Job Name: Veterans Parkway - Academy Drive RoundaboutJob Location: Opelika, AL

JOB DESCRIPTION: Preliminary geotechnical investigation and report of findings, recommendations for site preparation, use of on-site soils, groundwater conditions, and general recommendations and comments for the planned construction.

Proposal Estimated Cost \$4,545.00 (Not to Exceed)

SCOPE OF WORK AUTHORIZED: The scope of work includes mobilization, boring layout/recording, asphalt coring/patching, 5 soil test bores at depths of 10' in the planned area, 3 soil particle size tests, 3 soil Atterberg limit tests, 20 soil moisture tests, 10 hours for a senior engineering technician (level 2), 8 hours for a senior engineering technician (level 3), 2 hours for a engineering technician, 1 hour for a geotechnical engineer, and 6 hours for a senior geotechnical engineer for evaluation of test data and report preparation. The scope of the field and laboratory work may be modified depending on the conditions encountered. We will not exceed the estimated cost without authorization. This proposal is based on traffic control being provided by the City of Opelika for us to perform the field work.

CEI Rep. Brandon M. Rountree, P.E. - Geotechnical Engineer
 (SIGNATURE)
Date: August 22, 2021

(Information Below To Be Provided By Client)

INVOICE TO BE PAID BY:

Client:				Federal ID:	
Address:					
City:		State:		Zip:	
Contact:				Phone:	
Email:					
Work Authorized By: (Please Print Name)					
Title (Please Print Title)					
					(DATE)

(SIGNATURE)

INSTRUCTIONS: COMPLETE, SIGN AND RETURN ONE COPY TO CEI. RETAIN ONE COPY FOR YOUR RECORDS.



CARMICHAEL Engineering, Inc.

Geotechnical Investigation Fee Estimate

Job Name: Veterans Parkway - Academy Drive Roundabout
Job Location: Opelika, AL

CEI Proposal No.: 9741
Proposal Date: August 22, 2021

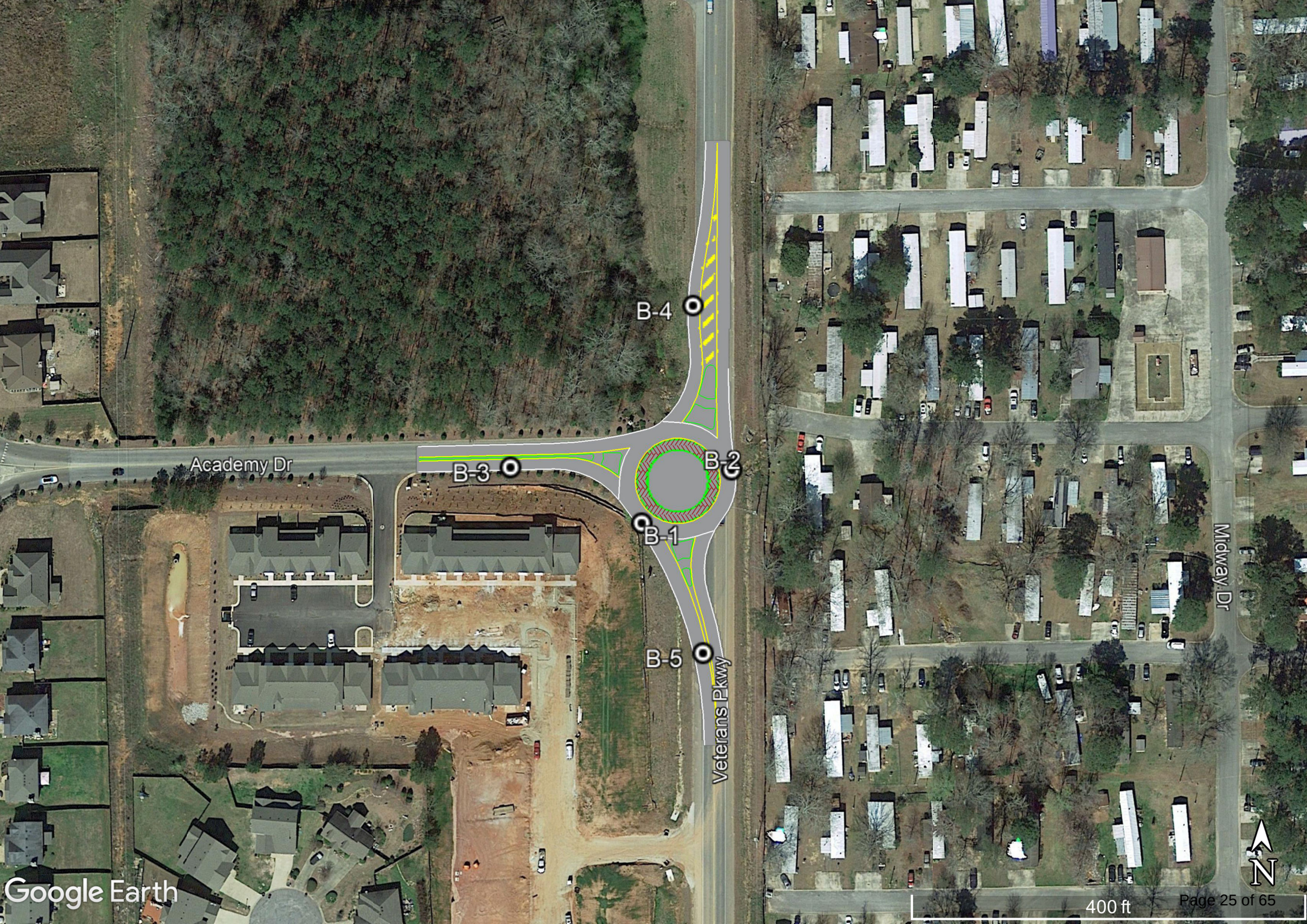
Description	Estimated Quantity	Item	Unit Fees \$	Total
Field Services				
Mobilization of Drill Rig & Equipment	1	L.S.	\$450.00	\$450.00
Asphalt Coring / Patching	1	L.S.	\$350.00	\$350.00
Boring Layout / Recording	5	Test Bore	\$45.00	\$225.00
ASTM D-1586 Soil Bores 5 @ 10'	50	Feet	\$12.00	\$600.00
Senior Engineering Drilling Technician Level 3	8	Hour	\$75.00	\$600.00
Senior Engineering Drilling Technician Level 2	10	Hour	\$60.00	\$600.00
Senior Engineering Drilling Technician	2	Hour	\$45.00	\$90.00
Laboratory Tests				
Soil Particle Size Tests	3	Test	\$70.00	\$210.00
Soil Atterberg Limit Tests	3	Test	\$75.00	\$225.00
Soil Moisture Tests	16	Test	\$10.00	\$160.00
Engineering Services				
Geotechnical Engineer	1	Hour	\$105.00	\$105.00
Senior Geotechnical Engineer	6	Hour	\$155.00	\$930.00
Fee Estimate Total				\$4,545.00

Geotechnical and Environmental Consultants

P.O. Box 241702
Montgomery, Alabama 36124

careng@carmichaelengineering.com

Phone: 334-213-5647
Fax: 334-213-7348



Academy Dr

B-3

B-4

B-2

B-1

B-5

Veterans Pkwy

Midway Dr

Carmichael Engineering, Inc.

P.O. Box 241702
Montgomery, Alabama 36124-1702
(334) 213-5647 / FAX (334) 213-7348

Attachment E

PROPOSAL/WORK ORDER

Carmichael Engineering, Inc., (CEI), is pleased to provide the services described below. The purpose of this form is to obtain written authorization for the work requested and to establish the terms under which these services are to be provided as herein set forth.

Compensation for services rendered will be based on the attached Fee Schedules, Exhibit A, to the agreement, or as herein set forth as part of this work order. If CEI is required to modify the scope of work at your request or it is determined during the execution of the work that a modification of scope is required, CEI will promptly seek a mutually agreeable revision to the scope of work and associated Fee Schedule. Exhibit C to this agreement (entitled General Conditions Of Agreement With The Client) is made an integral part of this agreement and is incorporated herein by reference and this agreement is subject to all the terms and conditions as set forth in Exhibit C.

CEI Proposal No.: 9741-1 Project Name: Veterans Parkway - Academy Drive Roundabout

Project Location Opelika, Alabama

Job Description: Construction Materials Testing Services

SCOPE OF WORK AUTHORIZED: The scope of work includes construction monitoring and testing services based on the attached fee schedule. Testing and monitoring services will be provided as requested on an "on-call" basis. Services will be scheduled by the client, contractor(s) or an authorized representative. The services will be invoiced based on the attached unit fee schedule. Based on the limited preliminary information, we recommend to budget \$25,000.00 to complete the materials testing services. Once plans and specifications are available we can provide an updated estimate.

CEI Agent: T. Maxwell Sprayberry, Project Manager



(Signature)

Date: September 22, 2021

Information Below To Be Provided By Client

Invoice To Be Paid By:

Firm:				Federal ID:	
Address:					
City:		State:		Zip:	
Email:					
Contact:				Phone:	
Work Authorized By:					(Please Print Name)
Title:					(Please Print Title)
Date:		Signature:			

Instructions: COMPLETE, SIGN AND RETURN COPY TO CEI. RETAIN A COPY FOR YOUR RECORDS.



CARMICHAEL

Engineering, Inc.

Construction Materials Testing Fee Schedule

Veterans Parkway - Academy Drive Roundabout

Opelika, Alabama

CEI Proposal No.: 9741-1

September 22, 2021

Item	Unit Fee
Item # <u>Engineering & Technician Services</u>	
1 Senior Geotechnical Engineer	\$150.00 Hour
2 Geotechnical Engineer	\$100.00 Hour
3 Project Manager	\$80.00 Hour
4 Senior Engineering Technician Level 3***	\$70.00 Hour
5 Senior Engineering Technician Level 2**	\$65.00 Hour
6 Senior Engineering Technician Level 1*	\$50.00 Hour
<u>Laboratory Testing Services</u>	
7 Soil Standard Proctor	\$100.00 Test
8 Soil Modified Proctor	\$115.00 Test
9 Soil Particle Size Test	\$75.00 Test
10 Soil Atterberg Limit Test	\$85.00 Test
11 Concrete Cylinder Curing & Compression	\$12.00 Test
12 Grout Prisms & Mortar Cube - Compressive Strength	\$15.00 Test
13 Asphalt Mix Gradation & Asphalt Content	\$150.00 Test
14 Asphalt Core Density & Thickness	\$35.00 Core
15 Asphalt Coring Equipment	\$175.00 Day
<u>Miscellaneous</u>	
16 Personnel Travel	\$5.00 Trip
17 Nuclear Density Test	\$12.00 Test
18 Floor Flatness/Levelness Equipment	\$250.00 Day
20 Skidmore/Torque Wrench Equipment	\$125.00 Day

*** A Level 3 Technician will provide visual bolt and weld connections and floor flatness test. If shop inspections are requested our fees will include all travel expenses + 20%. All structural steel inspections will be from our Montgomery office

** A Level 2 Technician rate will be charged for all "Special Inspection" services on an hourly basis.

*A Level 1 Technician rate will be charged on an hourly basis for standard earthwork testing, concrete testing, and asphalt testing.

A 1.5 factor will be applied to technician hourly rates for more than 40 hours per week, weekend and holiday services. A Project Manager rate of 0.05 hours per technician hour will be applied for data review.

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH BARGE DESIGN SOLUTIONS, INC.,
IN CONNECTION WITH INTERSTATE 85, EXIT 62 RAMPS—
US HIGHWAY 431, FOX RUN PARKWAY AND COLUMBUS PARKWAY**

WHEREAS, the City of Opelika, Alabama (hereinafter the “City”) intends to provide phase 1 analysis for the Interstate 85 Exit 62 ramp intersections, the intersection of U.S. Highway 431/Fox Run Parkway and US Highway 280 and Columbus Parkway intersections (the “Project”); and

WHEREAS, the City has determined that there is a need for professional engineering services for work related to the Project, including traffic analysis and conceptual design layout; and

WHEREAS, Barge Design Solutions, Inc. (“Barge”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide engineering services to the City with respect to the Project; and

WHEREAS, City staff recommends Barge to perform said services; and

WHEREAS, a Professional Services Agreement (the “Agreement”) has been prepared by Barge and submitted to the City Council for approval and the City Council has determined that it is now in the best interest of the City and its citizens to approve said Agreement; and

WHEREAS, the estimated compensation due to Barge under the Agreement is \$29,850, which shall come from the Unassigned Fund Balance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the Agreement to be entered into by and between Barge Design Solutions, Inc., and the City, a copy of which is attached hereto as Exhibit “A”, be and the same is hereby

approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by execution and delivery of said Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution and the attached Agreement.

4. That the compensation to be paid to Barge Design Solutions, Inc., shall be paid from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments and accounting entries as necessary to implement this Resolution.

5. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to Barge Design Solutions, Inc., for the provisions of engineering services as outlined in the Agreement attached hereto.

6 That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of October 29, 2021 by and between City of Opelika (**Client**) and Barge Design Solutions, Inc. (**Barge**) for professional services for the assignment described as follows:

Project: I-85 Exit 62 Ramps-US 431/Fox Run Pkwy and US 280/Columbus Pkwy

Location: Opelika, AL

Description of Project: Conduct Traffic Analysis and Conceptual Design Layout of Intersection Improvements as described in Attachment A

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract:

See Attachment A

- II. **COMPENSATION:** **Client** shall compensate Barge for the Basic Services as follows:

See Attachment A

- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

- IV. **PREVAILING PARTY'S FEES:** If either party commences any action against the other party hereto with respect to the enforcement or interpretation of this Agreement, then the prevailing party in such action shall be entitled to an award of its costs of litigation, including attorney's fees.

- V. **TIME:** unless agreed otherwise in writing, **Barge** will commence its services within a reasonable time after receipt of an executed copy of this agreement. **Barge** will perform its services in a timely manner commensurate with the exercise of due professional care. time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **Barge's** control. if such delay or suspension extends more than six months (cumulatively), **Barge's** compensation shall be equitably adjusted.

- VI. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **Barge** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **Barge** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **Barge** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.

- VII. **STANDARD OF CARE:** The standard of care for all professional engineering and related services performed or furnished by **Barge** under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality. **Barge** makes no warranties, express or implied, under this Agreement or otherwise in connection with **Barge's** services. **Barge** agrees to comply with all applicable federal,

state and local requirements, either statutory or administrative, applicable to the performance of services under this Agreement which are either now in effect or hereinafter enacted.

- VIII. TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **Barge**, **Client** shall pay **Barge** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **Barge** all drawings, reports, documents, and other instruments of professional services prepared by **Barge**, and **Client** shall make no further use thereof.
- IX. OWNERSHIP OF DOCUMENTS:** All documents, notes, drawings, specifications, reports, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans or any other material produced, created or accumulated in performing this Agreement are and shall remain the property of the **Client** and may be published in whole or in part without permission of any additional payment or fees to **Barge**. Reuse of said documents by the **Client** shall be at the **Client's** risk and responsibility and not that of **Barge**. The parties may use any portion of said documents at their own risk and responsibility. During the preparation of the design documents, **Barge** shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These backup CADD computer files are the property of **Barge**.
- X. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **Barge** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **Barge** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **Barge** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- XI. INSURANCE:** **Barge** shall obtain and maintain in the limits of liability for each of the types of insurance coverage identified as follows:
1. Workers' Compensation endorsed with a waiver of subrogation in favor of the **Client** in the amount of the statutory obligations imposed under the Alabama Workers' Compensation Law.
 2. Commercial General Liability, endorsed with the **Client** as an additional insured and endorsed with a waiver of subrogation in favor of the **Client** with limits of liability one million dollars (\$1,000,000) each occurrence, three million dollars (\$3,000,000) aggregate limit and one million dollars (\$1,000,000) each occurrence for property damage.
 3. Alabama Business Automobile Liability Policy, endorsed with the **Client** as an additional insured with a waiver of subrogation in favor of the **Client** in limits of liability of not less than one million dollars (\$1,000,000) each person for bodily injury, three million dollars (\$3,000,000) each occurrence for bodily injury and one million dollars (\$1,000,000) each occurrence for property damage.
 4. Professional Liability in limits of three million dollars (\$3,000,000) each occurrence or in the aggregate.

The work shall not be commenced by **Barge** until after the policy or policies evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give the **Client** thirty (30) days written notice prior to the cancellation, material revision or intention not to renew, have been submitted to the **Client**. **Barge**, at its expense, shall purchase and maintain in force at all times during the terms of this Agreement the insurance with limits not less than indicated above.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **Barge** represents the judgment of one or more **Barge** design professionals and is supplied for general guidance of **Client**. Since **Barge** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **Barge** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Alabama.
- XV. Indemnity:** Except for the negligence or willful misconduct of the **Client**, **Barge** shall save harmless and indemnify the **Client** and its officers, elected officials, and employees from all claims, losses, expenses and liability due to activities of **Barge**, its agents or employees arising out of services performed under this Agreement and which are caused by or are the result from negligent error, omission or act of **Barge** or of any person employed by **Barge**. **Barge** shall also indemnify and save harmless the **Client** from any and all expense, including, but not limited to, attorney's fees which may be incurred by the **Client** in litigation or otherwise resisting any claim or liability which may be imposed on the **Client** as a result of such negligent error, omission or act by **Barge**, its agents or employees.
- XVI. Design Corrections:** **Barge** shall be responsible for the accuracy of its work and shall promptly make necessary revisions or corrections resulting from its errors, omissions or negligent acts without compensation. **Barge** will not be relieved of the responsibility for subsequent correction of such errors or omissions or for clarification of any ambiguity until the construction phase of the Project has been completed.
- XVII. Compliance With Laws, Ordinances, Rules and Regulations:** **Barge** shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any Court or administrative bodies or tribunals, in any matter affecting performance of this Agreement including, without limitation, workers' compensation laws, minimum salary and wage statutes, and regulation and licensing laws. When required, **Barge** shall furnish the **Client** with satisfactory proof of its compliance.
- XVIII. Independent Contractor Status:** **Barge**, in performance of the Agreement, is an independent Contractor and not an agent or employee of the **Client**. **Barge** shall not represent itself as an agent or employee of the **Client** and shall have no power to bind the **Client** in Agreement or otherwise. **Barge** has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting **Barge** in the performance of the services rendered under this Agreement. **Barge** shall be solely responsible for all matters relating

to the payment of its employees, including compliance with Social Security withholding and other regulations governing such matters.

XIX: Compliance With Immigration Laws: **Barge** agrees to fully comply with the Immigration Reform and Control Act of 1986, as amended, by the Immigration Act of 1990 and the Beason-Hammond Alabama Citizen and Taxpayer Protection Act, as amended. Under the performance of the Agreement, **Barge** agrees to participate in the E-Verify Program and shall verify every employee that is required to be verified according to applicable federal rules and regulations. **Barge** agrees that it will not violate federal immigration law and will not knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama.

City of Opelika	Barge Design Solutions, Inc.
By:	By: 
Printed Name:	Printed Name: Benjamin C. Adams
Title:	Title: Vice President
Address:	Address: 1201 Front Avenue, Suite F Columbus, GA 31901
Date Signed:	Date Signed: October 29, 2021
Tax I.D. Number:	

The scope of work is presented in the following elements:

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide a phase I analysis for the I-85 Exit 62 ramp intersections, the intersection of US 431/Fox Run Pkwy and US 280/Columbus Pkwy, and the two commercial/retail driveway intersections directly west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy in the City of Opelika, Alabama. The City of Opelika has requested Barge to complete a phase I analysis of the intersections stated and provide documentation of the analysis findings. Barge understands that the City of Opelika has noted that the capacity and turning movements of the stated intersections are currently causing issues, especially during peak hours. Current traffic counts, future traffic projections, and safety data will be analyzed, and the findings will be documented in a Technical Memorandum. The results documented in the memo will be used in phase II and phase III to prepare a design layout and cost estimate of the recommended improvements for the intersections.

Please see Attachment C for a map of the referenced intersections in the Project Description.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items:

Traffic Analysis

Barge proposes to perform a phase I analysis to evaluate the I-85 Exit 62 ramp intersections, the intersection of US 431/Fox Run Pkwy and US 280/Columbus Pkwy, and the two commercial/retail driveway intersections directly west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy. This evaluation will include:

- Conduct traffic counts – one 12-hour turning movement count (TMC) at each intersection for a total of five TMC, plus one 24-hour vehicle classification count along the bridge section
- Capture drone aerial photography and video of the existing conditions of the intersections
- Update existing conditions traffic based on current traffic counts
- Update existing conditions Synchro model for AM & PM peak hour - to include the two commercial/retail driveway intersections directly west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy
 - Provide level of service (LOS) for existing conditions AM & PM peak hour
- Planning level safety review of intersections – see sections IV & VI for understanding and client responsibilities
- Update background future traffic based upon calculated historical growth rates

- Update no-build future year Synchro model for AM & PM peak hour - to include the two commercial/retail driveway intersections directly west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy
 - Provide level of service (LOS) for no-build future AM & PM peak hour
- Update future build traffic (design year) based upon proposed build improvements
- Update build future year Synchro model for AM & PM peak hour – with DDI and U-turn treatment west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy
 - Provide level of service (LOS) for future build with DDI and U-turn treatment west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy

Documentation of the above analysis will be delivered in the form of a technical memorandum to the client for their use.

Any additional scenarios presented or requested for the study/analysis beyond the number listed above will be considered additional services. Additional work can be completed utilizing rates provided in Attachment B.

Conceptual Design Layout

Barge proposes to update the conceptual rendering to include the DDI and U-turn treatment west of US 431/Fox Run Pkwy and US 280/Columbus Pkwy.

Stakeholder Meetings

Barge proposes to update stakeholders via two in-person meetings. At these meetings the findings of the phase I analysis and documentation will be discussed and showcased via a presentation conducted by Barge. It is anticipated that one of the two stakeholder meetings will be specifically with ALDOT.

III. Additional Services

If services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in Attachment B.

Barge will provide general coordination and attend meeting as required or requested by the client, in addition to the meeting outlined in Section II, to be compensated on an hourly basis.

IV. Project Understandings, Assumptions, and Exclusions

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Barge will have access to the site and adjoining areas, as required.
2. That no future development is included to impact future year analysis (no trip generation calculations needed).
3. No public involvement is necessary as a portion of the evaluation.
4. Barge will study/analyze the following number of scenarios. Any additional scenarios will be considered additional services.
 - Existing Conditions (one)
 - No-Build Future (Design Year) Conditions (one)
 - Build Future (Design Year) Conditions (one)
5. Client will provide the information outlined in section VI.
6. As a part of phase I only basic signal timing(s) will be developed.

7. Traffic signal design services are not included in this provided fee structure.
8. No Implementation, field adjustments, or tuning of signal timing(s) is included in this provided fee structure.

Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional fees may be required.

V. Time of Performance

Barge is prepared to begin work immediately upon receipt of a notice to proceed and critical information from the client. For planning purposes, Barge has prepared the following milestone schedule:

Tasks	Duration
Phase I Intersection Traffic Analysis	6 weeks
Meetings	As Needed

Barge and Client are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

VI. Client Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Items to be provided by the Client include:
 - a. Traffic projections and/or growths rates (if different rate requested than from ALDOT ATC #Lee 372 & 101) and/or other information necessary to use in determining future conditions.
 - b. Applicable safety data, to complete the planning level safety review; to include but not limited to crash data, enforcement contacts, etc. at the project location.
 - c. Future year to be used for no-build and build future year analysis.
2. Provide single point of contact for project coordination purposes.
3. Provide information as required to support development of Barge's scope or as required in the project agreement for services.

VII. Deliverables

The following document that will be produced as the deliverable for this phase I intersection analysis:

1. Technical Memorandum

VIII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below:

Fee Summary Table

Items	Fee Type	Fee Amount
1. Traffic Analysis	Lump Sum	\$29,850.00
2. Meetings	Hourly as needed	
TOTAL	Not to Exceed	\$29,850.00

In the event additional work or meetings are requested by the client, this work can be performed on an hourly rate basis. Our schedule of standard rates for various professionals is provided in Attachment B.

The fees provided above are valid up to three (3) months from the date of this proposal.

Hourly Rates:

Principal Engineer, Planner, or Architect	\$170 to \$280
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor	\$100 to \$180
Graduate Engineer, Planner, or Architect	\$70 to \$130
Designer or Technician	\$60 to \$120
Drafter, Administrative Assistant, etc.	\$50 to \$100
Construction Representative	\$50 to \$100
Surveyor	\$30 to \$80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued monthly.



RESOLUTION NO. _____

**RESOLUTION APPROVING PROPOSAL FOR ENGINEERING DESIGN SERVICES
BY AND BETWEEN THE CITY OF OPELIKA, ALABAMA AND CDG ENGINEERING
& ASSOCIATES, INC., FOR IMPROVEMENT OF PEPPERELL PARKWAY
FROM OPELIKA CITY LIMITS TO LOWNDES STREET**

WHEREAS, the City of Opelika, Alabama (hereinafter called the “City”) desires to improve Pepperell Parkway from the western City limits (just west of Commerce Drive) to Lowndes Street (the “Project”); and

WHEREAS, professional engineering services are needed for the Project; and

WHEREAS, CDG Engineering & Associates, Inc., (“CDG”) is a professional engineering firm that possesses the requisite knowledge, skill and resources to provide design engineering services for the Project; and

WHEREAS, the City has received a Proposal for Design Engineering Services from CDG, including field surveying, geotechnical services, traffic signal design services, right-of-way mapping, traffic sketches and deeds, roadway plans, bid letting assistance and contract procurement services and contingency services; and

WHEREAS, the estimated compensation due to CDG under the proposal is \$149,921, which shall come from the Unassigned Fund Balance; and

WHEREAS, City staff recommends CDG to perform said services; and

WHEREAS, the City Council has reviewed the Proposal submitted by CDG and has determined that it is in the best interest of the City to enter into a contract with CDG for professional design engineering services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama (the “City”), as follows:

1. That the Proposal submitted by CDG Engineering & Associates, Inc., a copy of

which is attached hereto as Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Proposal.

2. That the Mayor is hereby authorized to execute and deliver or cause to be executed or delivered in the name and on behalf of the City the proposal and such other agreements, contracts, notices, certificates, assurances or other instruments or other communications as he deems necessary or appropriate to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be paid to CDG under and pursuant to the Proposal shall come from the Unassigned Fund Balance. The Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That the Purchasing-Revenue Manager is hereby authorized and directed to issue a purchase order to CDG for the provision of design engineering services as outlined in the Proposal attached hereto.

5. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Engineering. Environmental. Answers.

778 North Dean Road
Suite 200-A
Auburn, AL 36830
Post Office Box 2155
Auburn, AL 36831
Tel (334) 466-9431
Fax (334) 466-9430

www.cdge.com

ALBERTVILLE

ANDALUSIA

AUBURN

DOTHAN

GADSDEN

HOOVER

HUNTSVILLE

July 1, 2021

Mr. Scott Parker, PE
City of Opelika - City Engineer
P.O. Box 390
Opelika, Alabama 36803-0390

**Reference: Phase II Proposal for Engineering Design Services for
Pepperell Parkway
Opelika, Alabama
CDG Reference Number: R071318151**

Dear Mr. Parker:

CDG Engineers & Associates, Inc (CDG) is pleased to submit this proposal to provide professional civil engineering services for the above referenced project. This alignment includes approximately 4,500 LF of planing and resurfacing existing Pepperell Parkway from the western City Limits of Opelika (just west of Commerce Drive) to Lowndes Street. The existing traffic signal will be upgraded with mast-arm signal poles at the Saugahatchee Square Shopping Center entrance on Pepperell Parkway. Concrete sidewalks (5' wide) will be constructed along the entire length of the project. Curb and gutter will be added along the roadway where not currently present or replaced where existing condition justifies. A closed storm drainage pipe system and inlet will be provided within the curb and gutter sections. We understand that the project will be funded with City funds and that no federal grant funding will be utilized.

Our services for this proposal will generally include the following tasks to complete this project, which are hereafter described in more detail:

- Field Survey
- Geotechnical Services
- Traffic Signal Design Services
- ROW Map, Tract Sketches and Deeds
- Roadway Plans
- Letting Assistance & Contract Procurement
- Contingency Services

Field Survey

Our Data Collection services will be provided to aid detailed project design. Generally, the scope will include topographic surveying of existing conditions of Pepperell Parkway. This proposal is based on the following specific tasks:

- Collection of field surveying data adequate for the layout and grading of proposed alignments, including the following:

- Existing roadway, curb & gutter, shoulders, drainage and topographic features;
- Location of existing right-of-way (ROW) by locating existing property corners in the field in conjunction with utilizing existing GIS information provided by the City and any available old ALDOT ROW maps;
- Location of existing utilities (in accordance with CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data - Utility quality level C).
- CDG will prepare this survey in accordance with the current edition of the Standards of Practice for Land Surveying in the State of Alabama;

Geotechnical Services

The proposed improvements to Pepperell Parkway from the City Limits of Opelika to Lowndes Street consist of resurfacing and installing traffic signals. We understand that it is desirable for the resurfacing to consist of milling 1½" and placing a wearing surface layer of equal thickness. The project length is approximately 4,500 feet, and neither widening nor turn lanes are anticipated. In general, our geotechnical services will include a subsurface exploration, laboratory testing, pavement evaluation and identifying L-Pile parameters for proposed signal pole foundation analysis (to be performed by Contractor). Specifically, our proposed scope of services consists of the following:

- An engineering reconnaissance of the site and geologic map review.
- Soil test boring and coring location layout using hand-held GPS equipment.
- A distress survey of existing pavements.
- Traffic control will be required along existing roadways. The proposal is based on 1 day of traffic control.
- Up to three (3) soil test borings at the proposed signal pole locations. Borings will extend to a depth of 20 feet below the ground surface or to refusal, whichever occurs first. Standard Penetration Tests (SPT) will be performed at 2½-foot intervals in the upper 10 feet and on 5-foot centers thereafter.
- A piezometer will be installed and monitored to determine a delayed groundwater measurement. The proposed scope includes a total of 20 linear feet of piezometer installed at 1 boring location.
- Asphalt coring will be performed at 12 locations on Pepperell Parkway to determine in-place asphalt and base material type and thickness.
- Laboratory testing will be performed to determine site-specific soil classification characteristics. Tests will include natural moisture content (18 tests), Atterberg Limits (3 tests) and Grain Size Distribution (3 tests).
- Evaluation of the information gathered during the subsurface exploration and laboratory-testing program and preparation of a geotechnical engineering report

containing our findings and conclusions. The report will address the following items:

- Project location maps (vicinity and geology);
 - Boring and coring location plans;
 - Site and project descriptions;
 - Local geology and its implications for the proposed project;
 - Subsurface conditions encountered at the boring locations;
 - Groundwater measurements at the time of the field work and a delayed measurement at the piezometer location;
 - Laboratory testing results;
 - Recommended overlay section for Pepperrell Parkway. As 1½" of planing and resurfacing is desired, our scope will verify the constructability of this approach in light of the existing section encountered at the core locations. An AASHTO design based on provided traffic data is not included.
- We have assumed that CDG will be allowed access to the limits of the planned construction for the field work. Time associated with obtaining right-of-entry is not included in the proposal.
 - The subsurface exploration will be performed with a truck-mounted drilling rig. However, if surface obstructions, steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (e.g. ATV-mounted drilling rig or dozer) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.
 - The drilling equipment will cause disturbance to the site including rutting in unpaved areas, small piles of auger cuttings, and cores in the pavements. We will endeavor to minimize our impact to the site. Additionally, the borings will be backfilled with soil cuttings and asphalt will be patched. This proposal does not include costs associated with additional site restoration.
 - CDG will take appropriate precautions to avoid underground utility lines including contacting the line location service (811). Additionally, we request that the City provide plans or mark in the field the location of buried utility lines, if present. CDG cannot be responsible for damage to unmarked or unmapped utility lines.

Traffic Signal Design Services

CDG will perform professional traffic engineering services to undertake traffic counts, traffic projections, and traffic analysis to determine the most efficient traffic signal timing at the Saugahatchee Square Shopping Center entrance on Pepperrell Parkway.

A technical document detailing CDG's findings and recommendations will be submitted for the City's review. CDG will then complete any necessary revisions per the City's review and submit the document as final.

- CDG will initiate the study by conducting a field inspection during peak hours. Data will be collected from various agencies regarding historical traffic volumes along with 24-hour counts conducted on each leg of the intersection in 15-minute increments. The City will provide existing traffic signal timing for CDG to use as a baseline for the evaluation.
- CDG will utilize the current and historical traffic data to complete a 20-year design for the project.
- A traffic analysis will be performed utilizing the traffic data to evaluate the operation of the traffic signal and provide any timing revisions recommended based on SYNCRHO Analysis.
- The current span-wire traffic signal design will be replaced with a mast-arm traffic signal pole to match the current Pepperell Parkway Phase I project design. New traffic signal layout sheets and details will be provided. Coordinated traffic signal timing is not part of this scope.

ROW Map, Tract Sketches and Deeds

CDG will assist with ROW documents generally consisting of the following services:

- Prepare Preliminary ROW map, tract sketches and deeds (up to 26 parcels) to the City of Opelika standards and guidelines.
- Submit preliminary items to City for initial review.
- Address any comments from the initial review and submit final ROW map, Tract sketches and deeds.

Roadway Plans

CDG will complete the final plan assembly detailing items of work necessary to complete construction of this project. The plan assembly will reference the ALDOT Standard Specifications for Highway Construction.

It is anticipated the plan assembly process will include:

- Integration of Materials Report recommendations into plan assembly;
- Completion of final roadway construction plans. The plan assembly will likely include:
 - Typical Sections
 - Geometric Layout Sheets
 - Plan/Profile Sheets

- Drainage Section Sheets
 - Paving, Signing and Striping Layouts
 - Erosion and Sediment Control Plans
 - Traffic Control Sheets
 - Cross Sections
 - Associated project notes, details and drawings
- Preparation of construction cost estimate(s);
- Preparation of a Construction Best Management Practices Plan (CBMPP) document;
- Preparation of a National Pollutant Discharge Elimination System (NPDES) permit application. Required Fees will be the responsibility of the City;
- Submittal of comprehensive design package to City for review and approval. To facilitate approval of final plans, we propose the following review schedule:
 - 30% Plan Submittal and Review
 - 60% Plan Submittal and Review
 - 90% Plan Submittal and Review
 - Final Plan Submittal

Letting Assistance & Contract Procurement

CDG will assist the City with a local bid letting, generally consisting of the following services:

- Upon City approval to bid, preparation of Notice of Advertisement to bid;
- Respond to Contractor requests for information during bid procurement;
- Fulfill Contractor orders for project plans;
- Assistance with local bid letting;
- Review bids and make recommendation of award to the City;
- Contract Procurement;
- Design team attendance at the Pre-Construction Meeting

Project Fee

CDG proposes to complete the above-described scope of services on a lump sum basis according to the schedule below. At the request of the City, a 5% contingency services budget is also included. Services under the contingency budget will be undertaken at City request and negotiated as written amendments to the engineering services agreement.



Engineering. Environmental. Answers.

Mr. Scott Parker, PE
July 1, 2021
Page 6 of 6

Project Phase	Proposed Fee
Field Survey	\$15,576
Geotechnical Services	\$20,585
Traffic Signal Design Services	\$14,520
ROW Map, Tract Sketches and Deeds	\$19,280 (Hourly)
Roadway Plans	\$63,980
Letting Assistance & Contract Procurement	\$8,780
Subtotal	\$142,721
Contingency (5%)	\$7,200
Total	\$149,921

Please note that the following services are excluded from this proposal:

- Boundary Surveys;
- ROW acquisition services;
- NEPA Document and environmental field studies;
- Construction & Engineering Inspections services;
- Traffic Signal upgrade at the intersection of Pepperell Parkway and Veterans Parkway (anticipated to be completed in a separate project);
- Traffic Signal Warranting;
- Pedestrian Signal design (not anticipated due to desired location of sidewalks on south side of Pepperell Parkway);
- Traffic Signal Pole and foundation design (provided by Contractor);

We sincerely appreciate the opportunity to submit this proposal. Should you have any questions or need additional information regarding the proposal contents, please do not hesitate to call.

Sincerely,

CDG Engineers & Associates

T.J. Kelley
Project Manager III

Matt Hawes, PE
Transportation Practice Leader

RESOLUTION NO. _____

**RESOLUTION APPROVING PRELIMINARY ENGINEERING
AGREEMENT WITH CSX TRANSPORTATION, INC.**

WHEREAS, the City of Opelika (the “City”) intends to construct a new extension of Veterans Parkway (the “Project”); and

WHEREAS, the final construction plans for the Project will include new signals and a concrete crossing at the CSX Transportation, Inc. (CSXT) crossing at Airport Road; and

WHEREAS, CSXT will provide preliminary and final design plans, specifications, drawings and agreements pertaining to the upgraded crossing; and

WHEREAS, the City has agreed to reimburse CSXT for all costs and expenses incurred by CSXT in connection with said engineering work; and

WHEREAS, the total reimbursable expenses for said engineering work is estimated to be approximately \$38,000; and

WHEREAS, the City’s reimbursable expenses will come from the Unassigned Fund Balance; and

WHEREAS, CSXT has prepared and submitted to the City Council a proposed Preliminary Engineering Agreement; and

WHEREAS, the City Council has reviewed said Agreement submitted by CSXT and has determined that it is in the best interest of the City and its citizens to enter into said Agreement with CSXT.

NOW THEREFORE BE IT RESOLVED by the Opelika City Council as follows:

1. That the proposed Preliminary Engineering Agreement to be entered into between the City and CSXT, a copy of which is attached hereto and marked Exhibit “A”, be and the same is hereby approved, authorized, ratified and confirmed in the form substantially submitted to the

City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve, which approval shall be conclusively evidenced by the execution and delivery of said Engineering Agreement.

2. That the Mayor is hereby authorized and directed to execute and deliver said Preliminary Engineering Agreement in the name and on behalf of the City and execute and deliver or cause to be executed and delivered on behalf of the City such other agreements, contracts, change orders, notices, certificates, assurances, or other instruments or other communications as he deems necessary and appropriate in order to carry into effect the intent of the provisions of this Resolution.

3. That the compensation to be reimbursed to CSXT, under and pursuant to said Preliminary Engineering Agreement shall come from the Unassigned Fund Balance, and the Controller is hereby authorized and directed to make all necessary and appropriate budget adjustments to implement this Resolution.

4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the ____ day of _____, 2021.

C. E. "Eddie" Smith, Jr.
President City Council
Opelika, Alabama

ATTEST:

Russell A Jones
City Clerk

CSXT OP#_____

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“CSXT”), and the City of Opelika, a body corporate and political subdivision of the Alabama (“Agency”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed Veterans Road extension widening at Airport Road in Opelika, Lee County, AL to include new signals and concrete crossing at DOT 831192N MP XXB-112.98, Gulf Zone, A&WP Subdivision (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, plats, legal descriptions, assessments, studies, easements, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in

CSXT OP#_____

accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$38,000.00** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from

CSXT OP#_____

Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the

Veterans Road extension at Airport RD New signals and crossing
Opelika, Lee County, AL
DOT 831192N MP XXB-112.98
Gulf Zone, A&WP Subdivision

CSXT OP#_____

Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 2.

6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street J-301
Jacksonville, Florida 32202
Attention: Scott Willis - Project Manager II – Public Projects

If to Agency: City of Opelika
204 South 7th Street
Opelika, Alabama 36801
Attention: Gary Fuller, Mayor of Opelika

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. Applicable Law. This Agreement shall be governed by the laws of the **State** of Alabama, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings

CSXT OP#_____

related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

CITY OF OPELIKA

By: _____

Print Name: _____

Title: _____

CSX TRANSPORTATION, INC.

By: _____

Scott Willis
Project Manager II – Public Projects

ESTIMATE SUBJECT TO REVISION AFTER: 10/12/2022

DOT NO.: 831192N

CITY: Opelika

COUNTY: Lee

STATE: AL

DESCRIPTION: Preliminary Engineering and Project Management for Airport RD widening to include signal upgrades and concrete surface replacement.

ZONE: Gulf

SUB-DIV: A&WP

MILE POST: XXB-112.98

AGENCY PROJECT NUMBER: 0

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services	\$	38,000
	Subtotal	\$	38,000

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	-
	Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)	0	Days @	\$ 504.00	\$	-
70	Additive	187.00%	(Transportation Department)		\$	-
50	Additive	222.00%	(Engineering Department)		\$	-
	Subtotal				\$	-

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL:

\$ 38,000

900	<u>CONTINGENCIES:</u>	0.00%	\$	-
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PROJECT TOTAL:

***** \$ 38,000

CURRENT AUTHORIZED BUDGET:

***** \$ -

TOTAL SUPPLEMENT REQUESTED:

***** \$ 38,000

DIVISION OF COST:

Agency 100.00% \$ 38,000

Railroad 0.00% \$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: K. Wisely STV

Approved by: KSW CSXT Public Project Group

DATE: 10/12/21 REVISED: 01/00/00 DATE: 10/14/21

Veterans Road extension at Airport RD New signals and crossing
Opelika, Lee County, AL
DOT 831192N MP XXB-112.98
Gulf Zone, A&WP Subdivision

CSXT OP# _____

CSXT Schedule PA

PAYMENT SUBMISSION FORM

Project Description: Veterans Road extension at Airport RD, Opelika, Lee County, AL; DOT 831192N, MP XXB-112.98

CSXT OP# _____ (To be filled in by CSXT)

Payment may be made via paper check or ACH/EFT payment as detailed below.
Payment due prior to work commencing.

*****Mail a Check*****

Mail this form, along with your paper check (do not send the Agreement) to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

OR

*****ACH/EFT Payment*****

Submit Payment to:

**CSXT Govt. Billing
P.O. Box 530192
Atlanta, GA 30353-0192**

**Acct # 1219082172
ACH ABA# 267084199**

When submitting payment VIA EITHER CHECK OR ACH/EFT, send a photocopy of the check or associated ACH/EFT payment info, along with this form via email/mail to:

**Scott Willis Project Manager II - Public Projects
500 Water St. J-301, Jacksonville, FL 32202, Scott.Willis@csx.com, 904-359-1405**

(All information below to be completed by Agency providing Payment)

<u>Sponsor Name</u>	<u>Payment Date</u>	<u>Check #</u>	<u>Amount</u>
_____	_____	_____	_____

RESOLUTION NO. _____

**A RESOLUTION APPROVING A ONE-YEAR RENEWAL OF
EXISTING CONTRACT WITH ROBINSON PAVING CO., INC.
FOR GENERAL ROADWAY IMPROVEMENTS PROJECT**

WHEREAS, pursuant to Resolution No. 093-20, the City of Opelika, Alabama (the “City”) and Robinson Paving Co., Inc., (the “Contractor”) entered into a contract dated June 4, 2020, for the General Roadway Improvements Project (the “Contract”); and

WHEREAS, pursuant to the Contract, compensation payable to the Contractor is based solely on unit price quotations and quantities of work; and

WHEREAS, the Contract provides that it terminates on April 1, 2021, but automatically renews for two (2) successive additional terms of one (1) year each unless cancelled by either party at the expiration of such initial or renewal term; and

WHEREAS, the Contract automatically renewed on April 1, 2021, for an additional one year period; and

WHEREAS, the current Contract is due to expire on March 31, 2022; and

WHEREAS, the City has budgeted funds for the annual resurfacing and roadway improvement program, which includes milling of existing asphalt and asphalt paving, miscellaneous concrete and roadway work and striping; and

WHEREAS, the City wishes to extend the Contract for an additional one-year term from April 1, 2022, to March 31, 2023, (the “Renewal”); and

WHEREAS, the City Council believes it is feasible, necessary and in the public interest for the Council to approve the Renewal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the City Council hereby approves the renewal of the Contract with Robinson Paving Co., Inc., for the General Roadway Improvements Project for an additional one-year term from April 1, 2022 to March 31, 2023.

2. That the Mayor be, and he is hereby authorized and directed to execute all documents and to take all such actions as he may deem necessary and advisable in order to carry out and perform the purposes of this Resolution, the Contract and the Renewal, or to carry out the matters authorized herein.

3. That the officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances or other instruments or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this Resolution.

4. In order to meet the City's financial obligation under the extended Contract, the City Council hereby authorizes the expenditure and payment from budgeted funds of up to \$700,000.

5. That the Purchasing-Revenue Manager is authorized and directed to issue all necessary and appropriate purchase orders to implement this Resolution.

6. That the Mayor and City Engineer are hereby authorized to contract in advance for general roadway improvements during the period from November 2, 2021 to March 31, 2022 that will be chargeable to appropriated funds of the 2022-2023 contract renewal period.

7. That this Resolution shall take effect immediately upon its passage and adoption

by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2021.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

CONTRACT

THIS AGREEMENT made and entered into the _____ day of _____, 2021 by and between **Robinson Paving Co. Inc.** (Contractor), party of the first part, and **The City of Opelika, Alabama**, a public municipality, party of the second part.

WITNESSETH:

That the first party, for the consideration hereinafter fully set out hereby agrees with the second party as follows:

- 1) That the first party shall furnish all the materials and perform all of the Work in the manner and form as provided by the following enumerated Invitation for Bids, Instructions to Bidders, Proposal, General Conditions, Special Provisions, Detailed Specifications, Form of Contract, Form of Bond, Plans (Drawings) and Addenda, which are attached hereto and made a part hereof, as if fully contained herein:

General Roadway Improvements

- 2) That the first party shall commence the Work to be performed under this agreement on a date to be specified in a written order of the second party, and shall fully complete all work hereunder according to the following. Work shall begin within 10 days of each written "Notice to Proceed". The total contract period shall be 360 calendar days.
- 3) The second party hereby agrees to pay to the first party for the faithful performance of the agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:

Approximately **Seven hundred thousand and 00/100** dollars (\$ **700,000.00**), in accordance with the unit prices set forth in the Proposal.

- 4) On or before the fifteenth day of each calendar month, the second party shall make partial payments to the first party on the basis of a duly-certified and approved estimate of work performed during the preceding calendar month by the first party, less five percent (5%) of the contract amount of such estimate until fifty percent (50%) of the work in this Contract has been performed, which is to be retained by the second party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the second party.
- 5) Upon submission by the first party of evidence satisfactory to the second party that all payrolls, material bills, and other costs incurred by the first party in connection with the construction of the Work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the first party of all work covered by this agreement and the acceptance of such work by the second party.
- 6) It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work has not been completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the

Contractor, the second party may retain the sum of **\$240.00** per day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the Work within the time stipulated, and this sum is not a penalty, being the stipulated damage the second party will have sustained in the event of such default by the first party.

- 7) It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the first party shall, at its expense, within five (5) days after the receipt of notice from the second party to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the second party. In such event, no further payment to the first party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the second party.
- 8) Term. The initial term of this Agreement is one year from February, 2021, up to and including February, 2022; provided, however, this Agreement shall automatically renew for two (2) successive additional terms of one (1) year each unless cancelled by either party at expiration of such initial or renewal term by providing written notice of said cancellation to the other party via certified mail at least sixty (60) days prior to the end of such initial or renewal term. During any renewal term, the terms, conditions and provisions of this Agreement shall remain in full force and effect.
- 9) Compensation. Compensation shall be based solely on unit price quotations and quantities of work. Unit price quotations shall be inserted in the applicable spaces in the bid form for each unit price described therein. Unit prices shall include all mobilization, labor, materials, tools, and equipment, all direct and indirect costs necessary to complete the item of work and shall include all overhead and profit. In the event the contract shall automatically renew, as provided herein, there shall be no change in unit prices and the per unit pricing during any renewal term shall be the same as that during the initial term.
- 10) Retainage. "Retainage" is defined as money earned and, therefore, belonging to the contractor (subject to final settlement of the Contract) which shall have been retained by the City upon condition of final completion and acceptance of work required by the contract documents. Retainage shall not be relied upon by the contractor (or surety) to cover or offset unearned monies attributable to uncompleted or uncorrected work.
 - I In making progress payments, the City shall withhold five percent (5%) from the amount of each payment as retainage until the acceptance of all work during the initial term or any renewal term. After retainage has been held for fifty percent (50%) of the estimated work during the initial term of any renewal term, no additional retainage will be withheld.

II In the event the Contract shall automatically renew as provided herein, during the renewal term, the City shall retain five percent (5%) of the amount of each progress payment until the project work is fifty percent (50%) complete.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

ATTEST:

City of Opelika, Alabama

_____(Owner)

(Contractor)

By: _____

By: _____

(Owner's Witness)

(Contractor's Witness)

OWNER'S SEAL

CONTRACTOR'S SEAL

Bid Tabulation--General Roadway Improvements				
PAY ITEM	DESCRIPTION	UNIT	MINIMUM APPROXIMATE QUANTITY	Bid Price
201A-002	Clearing and Grubbing (approximately 5 Acres)	ACRE	2	\$ 6,500.00
206C-000	REMOVING CONCRETE SIDEWALK (See below units of measurement)	SQ YD	300	
	REMOVE CONCRETE SIDEWALK, 0 - 50 SQUARE YARDS	SQ YD		\$ 29.40
	REMOVE CONCRETE SIDEWALK, 50 - 100 SQUARE YARDS	SQ YD		\$ 27.30
	REMOVE CONCRETE SIDEWALK, 100 - 150 SQUARE YARDS	SQ YD		\$ 25.20
	REMOVE CONCRETE SIDEWALK, GREATER THAT 150 SQUARE YARDS	SQ YD		\$ 23.10
206C-010	REMOVE CONCRETE DRIVEWAY (See below units of measurement)	SQ YD	100	
	REMOVE CONCRETE DRIVEWAY, 0 - 50 SQUARE YARDS	SQ YD		\$ 44.10
	REMOVE CONCRETE DRIVEWAY, 50 - 100 SQUARE YARDS	SQ YD		\$ 42.00
	REMOVE CONCRETE DRIVEWAY, 100 - 150 SQUARE YARDS	SQ YD		\$ 39.90
	REMOVE CONCRETE DRIVEWAY, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 37.80
206C-020	REMOVING ASPHALT PAVEMENT	SQ YD	100	\$ 10.00
206D-002	REMOVE CURB, (See below units of measurement)	LIN FT	100	
	REMOVE CURB, 0 - 50 LINEAR FEET	LIN FT		\$ 21.00
	REMOVE CURB, 50 - 100 LINEAR FEET	LIN FT		\$ 15.75
	REMOVE CURB, 100 - 150 LINEAR FEET	LIN FT		\$ 10.50
	REMOVE CURB, GREATER THAN 150 LINEAR FEET	LIN FT		\$ 10.50
210A-000	UNCLASSIFIED EXCAVATION	CU YD	50	\$ 52.50
210D-010	BORROW EXCAVATION	CU YD	20	\$ 52.50
214A-000	STRUCUTRE EXCAVATION	CU YD	20	\$ 52.50
214B-000	FOUNDATION BACKFILL, LOCAL	CU YD	20	\$ 52.50
214B-001	FOUNDATION BACKFILL, COMMERCIAL	CU YD	20	\$ 52.50
230A-000	ROADBED PROCESSING	RDBD STA	2	\$ 2,500.00
305B-078	Crushed Aggregate, Section 825, Tybe B, for Misc. Use	TON	100	\$ 52.50
529A-000	*RETAINING WALL	SQ FT	8	\$ 236.25
533A-097	*15" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 105.00
533A-098	18" STORM SEWER PIPE, CLASS 3 R.C.	LIN FT	100	\$ 48.30
533A-099	*24" STORM SEWER PIPE, CLASS 3 R.C. (0 to 24 LIN FT)	LIN FT	8	\$ 105.00
606A-000	* 6' UNDERDRAIN PIPE	LIN FT	8	\$ 52.50
618A-000	CONCRETE SIDEWALK, 4" THICK, (See below units of measurement)	SQ YD	400	
	CONCRETE SIDEWALK, 4" THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 63.00
	CONCRETE SIDEWALK, 4" THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 60.90
	CONCRETE SIDEWALK, 4" THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 57.75
	CONCRETE SIDEWALK, 4" THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 54.60
618B-002	CONCRETE DRIVEWAY, 6" THICK, (See below units of measurement)	SQ YD	200	
	CONCRETE DRIVEWAY, 6" THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 68.25
	CONCRETE DRIVEWAY, 6" THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 65.10
	CONCRETE DRIVEWAY, 6" THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 63.00
	CONCRETE DRIVEWAY, 6" THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 60.90
453C-000	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK)(See below units of measurement)	SQ YD	50	
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) 0 - 50 SQUARE YARDS	SQ YD		\$ 52.50
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) 50 - 100 SQUARE YARDS	SQ YD		\$ 47.25
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) 100 - 150 SQUARE YARDS	SQ YD		\$ 42.00
	REMOVAL OF CONCRETE PAVEMENT SLAB, (APPROX. 6" THICK) GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 42.00
450A-013	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, (See below units of measurement)	SQ YD	50	
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, 0 - 50 SQUARE YARDS	SQ YD		\$ 71.40
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, 50 - 100 SQUARE YARDS	SQ YD		\$ 68.25
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, 100 - 150 SQUARE YARDS	SQ YD		\$ 66.15
	PLAIN CEMENT CONCRETE PAVEMENT, 6 INCHES THICK, GREATER THAN 150 SQUARE YARDS	SQ YD		\$ 63.00
618C-000	INLAYED TRUNCATED DOME MAT, BRICK RED, FURNISH AND INSTALL	SQ FT	50	\$ 26.25
619A-003	18 ROADWAY PIPE END TREATMENT, CLASS 1	EACH	1	\$ 1,050.00
620A-000	* MINOR STRUCTURE CONCRETE	CU YD	5	\$ 3,675.00
621A-022	* JUNCTION BOXES, TYPE 1 MODIFIED	EACH	1	\$ 7,875.00
621C-031	INSETS, TYPE S1 (1 WING)	EACH	1	\$ 5,775.00
621C-073	* INLEST, TYPE S2 (1 WING)	EACH	1	\$ 5,775.00
621D-020	* INLET UNITS, TYPE S1	EACH	1	\$ 7,875.00

623C-000	COMBINATION CURB & GUTTER, 24 INCH, TYPE C (See below units of measurement)	LIN FT	1000	
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, 0 - 50 LINEAR FEET	LIN FT		\$ 26.25
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, 50 - 100 LINEAR FEET	LIN FT		\$ 24.15
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, 100 - 150 LINEAR FEET	LIN FT		\$ 23.10
	COMBINATION CURB & GUTTER, 24 INCH, TYPE C, GREATER THAN 150 LINEAR FEET	LIN FT		\$ 23.10
650A-000	TOPSOIL	CU YD	50	\$ 78.75
652A-100	SEEDING	ACRE	1	\$ 2,100.00
654A-001	SOLID SODDING (ALL TYPES)	SQ YD	100	\$ 25.20
656A-010	MULCHING	ACRE	1	\$ 2,100.00
659A-049	* ROLLED EROSION CONTROL PRODUCT, TYPE (5B)	SQ YD	50	\$ 26.25
665A-000	TEMPORARY SEEDING	ACRE	1	\$ 2,100.00
665B-000	TEMPORARY MULCHING	ACRE	1	\$ 2,100.00
665N-000	TEMPORARY COURSE AGGREGATE	TON	25	\$ 52.50
665J-002	SILT FENCE	LIN FT	50	\$ 5.25
665O-001	SILT FENCE REMOVAL	LIN FT	50	\$ 2.10
665P-005	INLET PROTECTION	EACH	5	\$ 2,100.00
665Q-002	WATTLE	LIN FT	50	\$ 21.00
730C-001	Furnish and Install Pedestrian Signalization System, LED Type for Samford Avenue and Fox Run Parkway--See illustration	LUMP SUM	1	\$ 65,000.00
740A-000	TRAFFIC CONTROL	LUMP SUM	1	\$ 1,000.00
			TOTAL	

* Provide unit cost, but line item may not be used under the contract.

NOTE: Total the unit cost column at the bottom. Do not multiply the minimum approximate quantities with the unit costs.