



**CITY OF OPELIKA**  
**CITY COUNCIL**  
**WORKSESSION MEETING AGENDA**  
300 Martin Luther King Blvd.  
**May 7, 2024**  
**TIME: 5:45 PM**

1. A CALL TO ORDER
  1. George Allen, Erica Norris, Tim Aja, Todd Rauch, Eddie Smith
2. PRESENTATIONS
  1. Request to Advertise for PH - Text Amendments to Zoning Ordinance, Section 7.3C Use Categories, Change the Uses allowed in the Institutional District.
3. RESOLUTIONS
  1. Approve Agreement with Barrett Simpson, Inc for Drainage Study and Design - ENG.
  2. Approve Agreement with CDG for the Design, Construction Inspection, and Testing for the Northpark Drive Extension over Halawakee Creek - ENG.
  3. Authorize Application for a Planning Grant Under the Safe Streets for All Program - ENG.
4. ORDINANCES
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
  1. Bid - One (1) 2023 F-Series SD Truck with Crane - PW.
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)705-5130.”*

**City of Opelika**  
**Planning Commission**  
**Planning Department Report**

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**Meeting Date:** April 23, 2024

**Agenda Item #:** E-8

**Action Requested:** Text Amendment –  
Amend Section 6.4 Purpose and Intent  
Amend Section 7.3 A District Regulations  
Amend Section 7.3 C Use Categories

During the recent, discussion regarding the Renfro House rezoning, there was a great deal of discussion regarding the institutional zone. Many residents feared that the zone could allow commercial in areas where it may be detrimental to residential neighborhoods. Many of the concerns were unlikely to ever occur, but some of the issues raised were valid.

The zoning ordinance defines the Institutional District as:

I-1 Institutional District. This district is intended for major institutional uses such as; governmental buildings, parks, cemeteries, schools, the East Alabama Medical Center, and related medical uses. Uses in this district will be limited in order to establish areas for these uses and to protect them from the intrusion of incompatible uses.

As the intent section states, the zone is typically applied to create a zone for uses that are more intense than most residential zones, but also limits commercial uses that may impact them. In some cities, the institutional zone is also considered a floating zone that can allow non-residential uses under certain circumstances. This has been used function of the zone has been used a few times in Opelika including with the Brownfield House, Ward Funeral Home, and Darden House.

A majority of the property zoned as I-1 in the City of Opelika is owned and used by the City of Opelika or Opelika Board of Education for offices, parks, and schools. There are also many properties that area owned by other local, state, or federal entities. This includes property owned by Lee County, Lee County Board of Education, Auburn University (AU Airport), Southern Union Community College, Alabama Armory Commission, and the federal government (Post Office, National Guard Armory). Finally, there are some properties owned by individual entities like Lee County Fairgrounds, Ward Funeral Home site, Darden House, Frazier Dental site, Greater Peace Church, and property for the historic commercial in Pepperell Village. The largest non-governmental owner of institutional property is East Alabama Medical Center.

There uses allowed in this zone are typically those associated with types of uses above. These uses include governmental offices, medical related uses, parks, schools, and churches. The City of Opelika zoning ordinance allows a few more uses that are allowed outright in the zone as well. These include banks, day cares, restaurants, and hotels. While some of these uses are appropriate in some areas of the I-1 District, there are many places that the uses may not be appropriate or at

least without some additional conditions. Most of the properties zoned I-1 are sporadically spread throughout the city and often in residential areas. As such we are recommending that some of the uses be changed from allowed by right to conditional. We have also recommended that a few uses be changed from not allowed to conditional as well.

| Use                                                         | Existing    | Proposed    |
|-------------------------------------------------------------|-------------|-------------|
| Single-Family                                               | Allowed     | Allowed     |
| Apartments                                                  | Conditional | Conditional |
| Group Homes                                                 | Allowed     | Allowed     |
| Domiciliary                                                 | Conditional | Conditional |
| Bed and Breakfast                                           | Allowed     | Allowed     |
| Professional Office                                         | Allowed     | Allowed     |
| Office for Dentist/Physician                                | Allowed     | Allowed     |
| Bank without drive through                                  | Allowed     | Conditional |
| Day Care Center                                             | Allowed     | Conditional |
| Fraternal Hall – conditional                                | Conditional | Conditional |
| Restaurant (non-fast food)                                  | Allowed     | Conditional |
| Fast Food Restaurant                                        | Conditional | Conditional |
| Airport                                                     | Allowed     | Conditional |
| Guard/Reserve Center                                        | Allowed     | Conditional |
| Funeral Home, Cemetery, Mausoleum, Columbarium, Crematorium | Allowed     | Conditional |
| Medical Clinic                                              | Allowed     | Conditional |
| Pharmacy                                                    | Allowed     | Conditional |
| Laboratory                                                  | Allowed     | Conditional |
| Retail Medical Supply                                       | Allowed     | Conditional |
| Medical Cannabis Dispensary                                 | Conditional | Conditional |

Many of the uses would be unlikely to operate within a residential area because they would not have the size property or commercial viability to operate. Some of the uses like guard center or airport would likely be operated through a governmental agency which the city may not be able to regulate due to the supremacy clause. The medical cannabis use would remain conditional, but would be prohibited from residential areas because of specific distance requirements in their special development standards.

Again, the area most likely to be affected by this is the area surrounding the hospital. There are some uses that instead of being allowed by right may need to seek conditional use approval. This could include some larger clinics or pharmacy not part of the primary hospital complex. Many of these uses located within the hospital campus would likely be considered accessory uses to the overall hospital complex. Additionally, professional and medical offices were not modified because these uses typically have few negative impacts on neighbors and it could have significant impact on the outlying properties around the hospital.

As previously mentioned two uses were recommended to be moved from not allowed to conditional. These uses were post office and indoor recreation. The current post office is zoned institutional. Again, the city would likely have little to no authority to regulate the post office if it were owned by federal government. The indoor recreation use is common with park, church,

school, and medical facilities and may be able to operate with proper conditions in many of the I-1 zones.

The other change proposed to the I-1 zone is to apply a density to the District Regulation table. While apartments and single-family residential are permitted or conditional uses, there is no maximum density associated with it. To avoid any potential confusion or abuse, staff has recommended that this be set to 16 units per acre. This would allow potential housing in the more commercial areas where the use is located, but does not require that full density is allowed in every case. As with any development, staff recommends a density based on the comprehensive plan recommendations and the surrounding zoning and development.

**The Planning Commission sent a positive recommendation to the City Council with a vote of 7-1.**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT  
WITH BARRETT SIMPSON, INC., IN CONNECTION WITH  
THE NORTH RAILROAD AVENUE AREA – PHASE 1 DESIGN**

**WHEREAS**, the City of Opelika, Alabama (hereinafter the “City”) recognizes ongoing drainage issues within the area of North Railroad Avenue and 1<sup>st</sup> Avenue and a comprehensive drainage study has been completed. This study offers solutions to the drainage issues and this proposal intends to redesign, modify and construct drainage improvements within this drainage basin (the “Project”); and

**WHEREAS**, the City has determined that there is a need for professional engineering services for work related to the Project, and the design and construction of Phase I of the recommended solutions to correct the causes of ongoing flooding to local downtown businesses; and

**WHEREAS**, Barrett- Simpson, Inc. (“Barrett-Simpson”) 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**, Barrett-Simpson has completed a comprehensive drainage analysis and the Project is now ready to move forward to improvement design and construction; and

**WHEREAS**, City staff recommends Barrett-Simpson to perform said services; and

**WHEREAS**, a Professional Services Agreement (the “Agreement”) has been prepared by Barrett-Simpson 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 Barrett-Simpson under the Agreement is \$47,700, which shall come from Budgeted Road Funds.

**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 Barrett-Simpson, 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 Barrett-Simpson, Inc., estimated to be in the amount of \$47,700, shall be paid from Budgeted Road Funds, 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 Barrett-Simpson 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 \_\_\_\_\_, 2024.

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

ATTEST:

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CITY CLERK



**BARRETT-  
SIMPSON, INC.**  
*Civil Engineers & Land Surveyors*

Timothy W. Simpson, P.E., P.L.S.  
*President*  
M. Blake Rice, P.E.  
*Vice President*

Christopher M. Rogers, P.E.  
*Chief Financial Officer*  
Eddie A. Eubanks, P.L.S.  
*Secretary*  
Jonathan A. Ham, P.L.S.  
*Future Operations Manager*

April 15, 2024

**PROFESSIONAL SERVICES AGREEMENT  
NORTH RAILROAD AVENUE AREA – PHASE 2  
DRAINAGE IMPROVEMENTS  
OPELIKA, ALABAMA  
BSI Project No. 23-0171A**

This Agreement entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Barrett-Simpson, Inc. (hereinafter sometimes referred to as BSI or Consultant) and The City of Opelika, Alabama (hereinafter sometimes referred to as the City, Owner or Client).

**Project Overview**

The City of Opelika recognizes ongoing drainage issues within the area of North Railroad Avenue and 1<sup>st</sup> Avenue and intends to study, re-design, modify and construct drainage improvements within this drainage basin. BSI previously completed a comprehensive drainage analysis (Phase 1) and the Project is now ready to move forward to improvement design and construction (Phase 2).

**General**

The project area is defined as the North 7<sup>th</sup> Street corridor as shown in the attached Schematic Improvements Plan. New and reconstructed drainage improvements along with a regrading of the 7<sup>th</sup> Street / 1<sup>st</sup> Avenue intersection will be included.

**Scope of Services**

BSI will provide engineering and surveying services for the North Railroad Drainage Improvements Project, specifically to include the following two (2) Tasks:

*Task I Services will consist of the following:*

1. Make any additional necessary field surveys, cadastral and topographic, required for the project.

*Task II Services will consist of the following:*

1. Complete the engineering design of the Project and prepare Construction Documents in the form of Construction Plans.

2. A review of the Construction Plans in progress will be made with the City at the approximate 25% and 66% stage of completion. Following the 66% stage review any modifications to the basic design will be considered to be outside the scope of this Agreement
3. Preparation of the Construction Plans in the ALDOT format is not a requirement of this Project, however the ALDOT Standard Specifications will be referenced
4. Assist the City in preparation of a bid package
5. Assist the City in the solicitation of bids from reputable and qualified contractors
6. Respond to bidders' questions and request for information
7. Assist the City in preparation and issuance of Addenda to the bid documents if necessary
8. Participate in the opening of bids

All services outlined hereinabove shall be performed by qualified and competent personnel under the direction and supervision of BSI.

#### **NPDES Permitting**

Client understands that this project may be subject the Regulations and Authority of the Alabama Department of Environmental Management, and in particular, the National Pollutant Discharge Elimination System (NPDES) permitting system for the control of and discharge of pollutants as set forth in 33 U.S.C. § 1342 and regulations promulgated pursuant thereto, as administered by the ADEM. This proposal includes preparation of the Erosion and Sedimentation Control Plan. The required Notice of Registration, CBMPP Narrative, monitoring, inspection, reporting and termination of the site/project are other required elements of the NPDES Permit and are NOT included in the scope of services covered by this proposal.

#### **Deliverables**

Items to be delivered to Client for this Project include:

- Engineering plans (Construction Plans)
- Bid documents

All items will be delivered as hard copies or in electronic form according to Client needs. Cad files will be delivered in AutoCAD format using BSI's layering system and plot styles. Other electronic files will be delivered in PDF format.

Deviation of the previously outlined scope is extra work; however, no work will be performed outside the scope of this Agreement without prior Client approval and Agreement amendment.

#### **Compensation**

Payment will be expected periodically as the work progresses according to the following schedule:

| <u>Work Task</u>                                     | <u>Fee Allocation</u> | <u>Payment Schedule</u>                           |
|------------------------------------------------------|-----------------------|---------------------------------------------------|
| Task I (Surveying)                                   | \$9,400.00            | As work progresses but no more often than monthly |
| Task II (Construction Plans, Bid Process Assistance) | \$38,300.00           | As work progresses but no more often than monthly |

Fees will be invoiced, due and payable as follows:

- 1) According to the schedule outlined in the Compensation section.
- 2) Payment is due upon presentation of invoice and is past due thirty (30) calendar days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts.
- 3) Any payment made by credit or debit card will be subject to an additional 2% convenience fee.
- 4) Any attorney fees, collection fees or costs related or incurred in the collection of any past due amounts shall be paid by Client. The Client will be responsible for all consultant, connection, application, review and permit fees. Application, review, and permit fees will be due and payable prior to submittal of the application, review and or permit packages. Any remaining permit fees will be due and payable as required by the permitting agency.

### **Schedule**

We expect to start our services promptly after receipt of an executed copy of this Agreement and authorization to proceed. BSI expects a presentation of initial Construction Plans to City Staff within 8 weeks.

### **Insurance**

BSI shall maintain the following insurance in at least the minimum amounts specified below throughout the duration of this Agreement:

- A. Workman's Compensation and Employer's Liability as required by Alabama law, \$1,000,000 Policy Limit
- B. Automobile, Bodily Injury and Property Damage Liability covering any auto, all owned autos, hired autos and non-owned autos \$1,000,000 Combined Single Limit (each accident)
- C. Professional Liability, \$1,000,000 per claim, \$2,000,000 aggregate
- D. Commercial General Liability, \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products – completed operations aggregate, \$1,000,000 personal injury

### **Hazardous Environmental Conditions**

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

### **Opinions of Cost**

Opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

### **Standard of Care**

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

### **Applicable Requirements**

BSI shall, at appropriate times, contact the government authorities required to approve the Project Construction Plans and other entities providing utility services to the Project. In designing the Project, BSI shall respond to applicable design requirements imposed by such government authorities and by such utility entities.

### **Responsibility for Accuracy of the Construction Plans**

BSI 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. BSI will not be relieved of 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.

### **Use of Electronic Media**

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic formats if supplied under this contract, or other types of information furnished by Consultant to Client

such as text, data, or graphics, are for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this project.

#### **Independent Contractor Status and Sole Responsibility**

BSI, in performance of the Agreement, is an independent contractor and not an agent or employee of City. BSI shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise. BSI has and shall retain the right to exercise and retain full control over the employment, direction, compensation and discharge of all persons assisting BSI in the performance of the services rendered under this Agreement. BSI shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters.

BSI has been hired by the City because of BSI's specialized expertise in performing the work described in this Agreement. BSI shall be solely responsible for such work. The City's review, approval and/or adoption of any designs, plans, specifications or other work shall be in reliance of BSI's specialized expertise and shall not relieve BSI of its sole responsibility for the work. The City is under no obligation to review or verify the appropriateness, quantity or accuracy of any designs, plans, specifications or any other work including, but not limited to any methods, procedures, tests, calculations, drawings or other information used or created by BSI in performing any work under this Agreement.

#### **Hold Harmless Provisions**

Except for the negligence or willful misconduct of the City, BSI agrees to indemnify and hold harmless the City and any of its boards, elected officials, officers, agents, employees and assigns from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation (including all actual litigation cost incurred by the City, including but not limited to, cost of experts and consultants) damages or liability of any nature whatsoever for any death or injury to any person including BSI's employees or agents, or damage or destruction of any property of either party hereto or of third parties arising in any manner by reason of the nonprofessional negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by BSI or its subcontractors. All rights and remedies available to the City are cumulative of those provided for elsewhere and those allowed under the laws of the United States, the State of Alabama and the City.

To the fullest extent permitted by law, when the services to be provided under this Agreement are design professional services, BSI shall indemnify, protect and hold harmless the City, its officers and employees from and against all costs, expenses (including attorney's fees), judgments, civil fines and penalties, liabilities and losses of any kind or nature whatsoever which may be sustained or suffered by or secured against the City, its officers and employees that arise

out of, pertain to, or relate to the negligence in the performance of professional services by BSI or any officer, employee, agent or subcontractor, excepting only liability resulting from the negligence or willful misconduct of the City.

#### **Ownership of Documents**

All documents, information and materials of any or every type prepared by BSI pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by BSI in performing work under this Agreement, whether completed or in process. BSI shall assume no responsibility for the unintended use by others of any documents, information or materials which are not related to the scope of services described in this Agreement.

#### **Compliance with Immigration Laws**

BSI 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 Taxpayer and Citizen Protection Act, as amended. Under the performance of the Agreement, BSI 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. BSI 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.

#### **Dispute Resolution**

With the exception of Client's failure to pay Consultant as per the terms of this Agreement, Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

In the event that a dispute should arise relating to this Agreement, and should that dispute result in legal action including alternate dispute resolution methods, and should Consultant prevail in the defense of the claim, it is agreed that Consultant shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

#### **Termination of Contract**

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

Upon receipt of termination action pursuant to the above paragraph, BSI shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the City all data, drawings, specifications, reports, estimates, summaries and other such information and materials as may have been accumulated by BSI in performing this Agreement whether completed or in process.

Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

**Choice of Law**

This Agreement shall be governed by the laws of the State of Alabama.

**Venue**

Both parties agree that venue shall be limited to Lee County, Alabama.

**Proposal Validity**

This Agreement represents the entire understanding between Barrett-Simpson, Inc. and The City of Opelika, Alabama in respect to the Project and may only be modified in writing signed by both parties.

**Barrett-Simpson, Inc.**

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(name and title)

Date: \_\_\_\_\_

**The City of Opelika, Alabama**

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(name and title)

Date: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING PROPOSAL FOR ENGINEERING DESIGN SERVICES  
SUBMITTED BY CDG ENGINEERING & ASSOCIATES, INC., FOR  
THE DESIGN OF THE EXTENSION OF NORTHPARK DRIVE**

**WHEREAS**, the City of Opelika, Alabama (hereinafter called the “City”) desires to extend Northpark Drive northeast approximately 1700 feet; construct a bridge over Halawakee Creek and continue approximately 500 feet to a location above the flood plain where a new turn around will be constructed (the “Project”); and

**WHEREAS**, professional design, plan preparation, construction engineering and inspection 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 construction, engineering and inspection services for the Project; and

**WHEREAS**, the City has received a Proposal for Design, Construction Engineering and Inspection Services from CDG, including a field survey, geotechnical investigation, environmental field studies, bridge hydraulic analysis, bridge design, water main design, roadway design plans, construction engineering and inspection; and

**WHEREAS**, compensation for said professional engineering and inspection services, estimated to be in the amount of \$822,470, will be paid from the budgeted roadway funds; 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 for construction engineering and inspection services submitted by CDG Engineering & Associates, Inc., a copy of which is attached hereto as Exhibit “A”, is hereby approved 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 acceptance 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 Roadway Funds in the 2024 Budget. 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 construction engineering and inspection 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 \_\_\_\_\_, 2024.

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

# **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **City of Opelika** (Owner) and **CDG, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Northpark Drive Extension** (Project). Engineer's services under this Agreement (Services) are generally identified as **topographic and location survey, geotechnical study, USACE permitting, bridge hydraulic analysis, bridge design, water main design, roadway design and construction engineering & inspection for the extension of Northpark Drive approximately 2200 feet including bridge construction over Halawakee Creek and water main.**

Owner and Engineer further agree as follows:

## **1.01 Services of Engineer**

- A. Engineer shall provide or furnish the Services as outlined in its Scope of Work Document (Appendix 1) and proposal letter (Appendix 2), both dated April 18, 2024 and any Additional Services authorized by Owner and consented to by Engineer.

## **2.01 Owner's Responsibilities**

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
  - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

## **3.01 Schedule for Rendering Services**

- A. Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

#### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.10.
- E. Basis of Payment
  - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
    - a. A Lump Sum amount of **Eight Hundred Twenty-two Thousand, Four Hundred Seventy and 00/100 dollars (\$822,470)**.
    - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
    - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer either a lump sum amount or an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times Engineer's hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. If Additional Services are warranted, the proposed fee(s) and fee structure(s) will be submitted within an Amendment and shall be agreed upon by both parties prior to beginning any Additional Services.

#### 5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern.
  3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

## 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.
- C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

- G. Indemnification by Engineer: To the fullest extent permitted by Law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, in 6.01.J. "Limitations of Liability."
- H. Indemnification by Owner: To the fullest extent permitted by Law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- I. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- J. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies.
- K. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- L. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law.
- M. This Agreement is to be governed by the laws of the state in which the Project is located.

## 7.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 7.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 8.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### Attachments:

Appendix 1, Scope of Work Document, dated April 18, 2024

Appendix 2, Proposal Letter, dated April 18, 2024

This Agreement's Effective Date is \_\_\_\_\_.

Owner:

City of Opelika

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Gary Fuller

(typed or printed)

Title: Mayor

(typed or printed)

Address for giving notices:

204 S 7<sup>th</sup> Street

Opelika, AL 36803

Designated Representative:

Name: Scott Parker, PE

(typed or printed)

Title: City Engineer

(typed or printed)

Address:

700 Fox Trail

Opelika, AL 36803

Phone: (334) 705-5450

Email: sparker@opelika-al.gov

Engineer:

CDG, Inc.

(name of organization)

By:

(authorized individual's signature)

Date:

(date signed)

Name: Daniel Wells, PE

(typed or printed)

Title: Chief Operating Officer

(typed or printed)

Address for giving notices:

11 West Court Square

Andalusia, AL 36420

Designated Representative:

Name: Marty Lentz, PE

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

197 East University Dr. Suite 1

Auburn, AL 36831

Phone: (334) 300-6165

Email: marty.lentz@cdege.com



### Project Overview and Scope

CDG, Inc. (CDG) understands that the City of Opelika has been awarded a Site Evaluation and Economic Development Strategy Act (SEEDS) grant for the extension of Northpark Drive located in the City of Opelika's Industrial Park. This project will extend Northpark Drive northeast approximately 1700 feet; construct a bridge over Halawakee Creek; then continue the extension of Northpark Drive approximately 500 feet to a location above the flood plain where a new turn around will be constructed. We understand the city desires for the roadway to be concrete pavement with curb and gutter, the bridge to be cast-in-place concrete and that the extension of the water main to be included in the project.

CDG professional engineering services will include the following tasks to complete this project, which are hereafter described in more detail:

- Field Survey
- Geotechnical Services
- USACE Permitting
- Bridge Hydraulic Analysis
- Bridge Design
- Water Main Design
- Roadway Design Plans
- Construction Engineering and Inspection

### Field Survey

CDG will provide the topographic and location survey of the subject area in accordance with the Standards of Practice for Land Surveying in the State of Alabama. This survey is anticipated to include the following:

- Topographic data will be collected within the roadway corridor and downstream floodplain cross-sections for use in the bridge hydraulic analysis.
- All existing right-of-way lines and property lines within the limits of the scope will be established using publicly available deeds and plats. No boundary survey is anticipated and therefore is not included in this scope of work.
- Visible sanitary sewer and storm drainage structures will be traced one structure outside the project area with invert, top and pipe size dimensions gathered.
- All man-made improvements within the project scope area will be located.
- Both above ground and below ground utilities will be located based on Alabama 811. Utility location services to be in accordance with Quality C of ASCE 38-02 or better.
- The Survey shall be tied to the Alabama State Plane Coordinate System NAD83 (East Zone) and Elevations will be referenced to NAVD88 Datum, 2011 geode model 18.
- Research existing property and adjoining parcels while locating visible property and section corners as needed in the field.

## Geotechnical Services

The proposed construction consists of a new roadway measuring approximately 2,200 feet in length. Additionally, a bridge will be constructed over Halawakee Creek. The bridge is expected to consist of 3 spans each measuring 60 feet for a total bridge length of 180 feet. The bridge structure will include a cast-in-place concrete slab supported on AASHTO girders. The roadway will be two-lanes in width and paved with rigid Portland Cement Concrete pavement. Proposed grading information was not available at the time of proposal preparation; however, we have assumed that maximum cuts and fill will be less than 10 feet.

The purposes of the geotechnical study are to determine general subsurface conditions at specific soil test boring locations and provide geotechnical recommendations relative to the earthwork, bridge foundation support conditions and paving phases of construction. In general, our proposed scope of geotechnical services includes subsurface exploration, laboratory soil testing, engineering evaluation, and preparation of a geotechnical report containing our findings and conclusions. Specifically, our proposed scope of services consists of the following:

- Site reconnaissance, soil test boring layout and geologic map review.
- Access preparation to clear limited pathways for the drilling rig to access the boring locations. The proposal is based on two days of access preparation using a forestry mulcher.
- Mobilization of an ATV-mounted drilling rig and soil test borings in the proposed pavement and bridge foundation areas. The proposal is based on the following number and depth of borings:
  - Roadway Centerline – 9 borings, 10 to 20 feet deep
  - Roadway Offsets – 4 borings, 20 feet deep
  - Bridge Foundations – 4 borings, 50 feet deep

Borings will contain Standard Penetration Tests at 2½-foot intervals in the upper 10 feet and on 5-foot centers thereafter. Borings will extend to the noted depth below the ground surface or to refusal, whichever occurs first. The proposal is based on a total of 415 feet of soil test borings.

- Coring will be performed at a maximum of 2 locations where refusal is encountered prior to achieving the planned boring termination depth. A total of 15 feet of coring will be performed at each of the test locations for a total of 30 feet.
- Piezometers will be installed and monitored to determine delayed groundwater measurements. The proposed scope includes a total of 140 feet at 4 locations.
- Laboratory tests to determine site-specific soil classification characteristics. Tests will include the following: Natural Moisture Content (44), Grain Size Analysis (12) and Atterberg Limits (12). Additionally, Standard Proctor and resilient modulus tests will be performed for pavement design purposes. Corrosivity testing will be performed on (1) soil and water sample. Each sample will be tested for pH, sulfate concentration, chloride concentration, and resistivity.

- Evaluation of the information gathered during the subsurface exploration and laboratory-testing program and preparation of a geotechnical engineering report. The report will contain the following items:
  - Site and project descriptions.
  - Local geology and its implications for the proposed development.
  - Subsurface conditions encountered in the borings.
  - Groundwater measurements at the time of the fieldwork and delayed measurements at the piezometer locations.
  - Laboratory test results.
  - Earthwork recommendations including subgrade preparation, excavation and fill placement, cut and fill slopes, treatment of unsuitable soils, and groundwater control.
  - Evaluation of subgrade support and anticipated consolidation at the approaches to the bridge and recommendations for subgrade stabilization, removal or improvement as required.
  - Evaluation of lateral and axial foundation support conditions for the proposed bridge and recommendations including scour impacts, foundation type, bearing depth, and estimated settlements. Soil strength characteristics will be based on correlations with soil index properties.
  - Pavement subgrade preparation considerations and a recommended rigid pavement section based on traffic loading data provided by others.

- **Test Locations**

The soil test boring locations will be estimated in the field using hand-held GPS equipment and existing features shown on available plans. Therefore, the test locations will be approximate. Test locations may be more accurately established in the field using surveying equipment if requested by the client.

- **Site Access and Restoration**

We have assumed that right-of-entry has been obtained for CDG to perform the proposed evaluation. The site is wooded and will require limited clearing to prepare access for the drilling equipment. The limited clearing will consist of pushing over and/or mulching trees and removing underbrush to make pathways to the proposed boring locations. The cleared vegetation will be mulched and placed on the edges of the cleared areas.

Following access preparation, the subsurface exploration will be performed with an ATV-mounted drilling rig. However, if surface obstructions, steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (dozer) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.



We will endeavor to avoid large trees and otherwise minimize our impact to the site. Additionally, the borings will be backfilled with soil cuttings. This proposal does not include costs associated with additional site restoration.

- **Utility Location**

We will notify the line location service concerning the proposed borings. However, the service will generally not mark lines outside the right-of-way. Therefore, we request that the client 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.

### USACE Permitting

CDG will perform environmental field studies to obtain concurrence from the US Army Corps of Engineers (USACE). The items associated with these field studies and concurrence include:

- Provide experienced personnel to conduct a reconnaissance of the site for Wetlands/Waters of the U.S. This delineation will be conducted in conformance with current USACE procedures, and the Pre-2015 Regulations with the recently implemented *Sackett* Guideline;
- Delineated areas will be flagged for surveying and site data will be gathered for the completion of USACE required Wetland Data Forms and Stream Score Sheets, should a Jurisdictional Determination be requested. Note: Wetland Data Forms and Stream Score Sheets are not a part of this task;
- GPS the flagging in the field to prepare an initial delineation map (Note: GPS coordinates will only be recorded if field conditions allow for the acquisition of satellite feeds), and;
- Prepare a brief letter report along with a map of the delineation efforts which will include \*.SHP files;
- Preparation and submittal of a Pre-Construction Notification (PCN) to the USACE. Tasks included are as follows:
  - Prepare PCN under the provisions of the appropriate Nationwide Permit for the anticipated impacts associated with the project.
  - Conduct a desktop review of Cultural Resources for the project site. If a Phase I Cultural Resources Survey is required by the USACE, an additional scope of work and cost will be required;
  - Conduct a desktop review based on previous site reconnaissance data of the project area to determine the presence/absence of potential threatened and endangered (T&E) species habitat. This task does not include any species-specific surveys. Should a species-specific survey be required by the USACE, an additional scope of work and cost will be required;

- Prepare a mitigation statement identifying the applicable mitigation bank or other mitigation approaches (this does not include the preparation of a Mitigation Plan);
- Provide DRAFT copy of compiled PCN for review.
- Address comments from review and finalize the PCN for submittal to the USACE.
- If necessary, coordinate the purchase of mitigation credits from an approved USACE mitigation bank.

As requested, concurrence from the US Fish and Wildlife Service (USFWS), the Alabama Historical Commission (AHC) and Tribal Coordination are **NOT INCLUDED** in this scope of work.

### Bridge Hydraulic Analysis

CDG will perform a hydraulic study to determine the type, size and location of the bridge structure over Halawakee Creek. The hydraulic study area is currently designated by FEMA as Zone A and as such does not have an established flood elevation. CDG will perform the following scope of work to prepare a hydraulic model suitable for suggesting the bridge structure:

Hydrologic data for 2-year through 500-year return intervals will be calculated using USGS regional regression methodology. Hydrologic data will be utilized along with field observations and field survey cross-sections to complete an initial steady state flow model using HEC-RAS.

Based on an initial review and our understanding of the study area (Zone A) CDG will develop a steady state flow model in HEC-RAS. An overview of our process will include the following major tasks:

- Identify reach centerline and cross sections utilizing survey information obtained in the field survey along with other publicly available topography.
- Determine downstream boundary conditions (lower boundary condition for modeling) using “normal depth” methodology. Normal Depth uses the calculated flow values, cross section geometry, and energy slope to calculate the starting water surface elevation.
- Produce a final model for the proposed replacement structure.
- Prepare an initial hydraulic report detailing the methodology and results of the hydraulic analysis and submit to the City of Opelika for approval.
- A scour analysis will be performed after bridge construction as part of the hydraulic analysis and included in the final hydraulic report.

### Bridge Design

Bridge plans will be prepared for the extension of Northpark Drive over Halawakee Creek and incorporated into the roadway plans. The bridge structure is anticipated to be 3 spans with a total length of approximately 180' utilizing AASHTO prestressed precast concrete girders.



The bridge cross section will accommodate a 28' travelway with 6' shoulders for a total gutter to gutter clearance of 40'. Final bridge configuration will be dependent on the final hydraulic report and final roadway typical section.

Bridge design will be governed by *AASHTO LRFD Bridge Design Specifications, 9<sup>th</sup> Edition* and applicable interims along with the latest edition of the *ALDOT Structural Design Manual*.

### Water Main Design

CDG will design an extension of the existing 16-inch Ductile Iron Water Main on Northpark Drive. The new water main will extend approximately 2,200 feet to the end of the new proposed terminus of Northpark Drive. The extension will include a crossing of Halawakee Creek utilizing pipe hangers to attach the casing and the carrier pipe to the proposed bridge. Any impacts to WOTUS shall be mitigated through permitting of the roadway extension. The water main will be installed within either the right-of-way of the Northpark Drive extension or on existing adjacent utility easements. Tie-ins to existing smaller diameter distribution mains are not anticipated, nor are provisions or planning for future tie-ins. The water main design will include the following scope items:

- Preparation of a preliminary alignment of the main and completion of review with the City and with Opelika Utilities (OU);
- Following City and OU review and approval of the alignment, prepare 90% plans to include plan and profile, as well as all required details associated with the mains;
- Preparation of technical specifications for incorporation into the overall Contract Documents. We will coordinate with OU's consultant to acquire any specifications desired by OU;
- Complete a review of 90% plans and specifications with the City and OU and revise to complete final documents;
- Prepare a construction cost estimate; and
- Prepare an ADEM water system construction permit and submit on behalf of the City. Permit fees shall be paid by the City.

### Roadway Design Plans

CDG will complete one (1) 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 and will be developed in accordance with ALDOT guidelines and requirements for developing construction plans.

It is anticipated the plan assembly process will include:

- Integration of Geotechnical Report recommendations into plan assembly;
- Integration of hydraulic studies into plan assembly;
- Integration of Bridge Design into plan assembly;
- Integration of Water Main Design into plan assembly;



## Appendix 1 – Scope of Work

Northpark Drive Extension  
Project No. R071324003  
City of Opelika, Lee County, Alabama  
April 18, 2024

- Completion of final roadway construction plans. The plan assembly will likely include:
  - Title Sheet
  - Index Sheet
  - Standard Drawing Reference Sheet
  - Legend and Abbreviations Sheets
  - Geometric Layout Sheets
  - Project Notes Sheet
  - Traffic Control Plan Notes Sheet
  - Roadway Typical Sections
  - Summary of Quantities Sheets
  - Plan and Profile Sheets
  - Paving, Signing and Striping Sheets
  - Utility Sheets
  - Bridge Sheets
  - Erosion and Sediment Control Sheets
  - Drainage Cross Sections Sheets
  - Roadway Cross Sections Sheets
  - Earthwork Summary Sheet
  - Associated bridge notes, details and drawings
- Prepare designs and detailed contract plans at a horizontal scale of 1" = 50' and vertical scale of 1" = 5', completely dimensioned for roadway construction. Cross sections will be plotted at a horizontal and vertical scale of 1" = 10'.
- Prepare construction cost estimates for review and consideration by project stakeholders and the City of Opelika as the project progresses through the design phases.
- Prepare a Construction Best Management Practices Plan (CBMPP) and assist the City with preparing a Notice of Intent (NOI) to satisfy the National Pollutant Discharge Elimination System (NPDES) requirements of the Alabama Department of Environmental Management (ADEM). NPDES application fees will be the responsibility of City of Opelika as applicant.
- Submittal of comprehensive design package to the City of Opelika for review and approval. To facilitate approval of final plans, we propose the following review milestones:
  - 30% Plan Submittal and Review
  - 60% Plan Submittal and Review
  - 90% Plan Submittal and Review

## Construction Engineering and Inspection

The Construction Engineering and Inspection (CE&I) phase shall generally include providing the necessary resident construction inspection and supporting operations through the completion of the physical construction of the project. As necessary and as directed, CDG will act as a representative of the City of Opelika throughout the duration of the construction contract. The scope and CE&I budget is based on a construction schedule of 365 calendar days. The CE&I team will consist primarily of a Construction Project Manager (CPM), a Senior Construction Quality Technician and Resident Project Representative (RPR). Additionally, the Design Engineer of Record will review project progress as required. The proposed activities will include the following seven (7) tasks.

- **Task 1 Resident Project Representative**

CDG shall furnish a Resident Project Representative (RPR) to assist in observing construction progress and the quality of the work being completed. The primary responsibility of this position will be to help ensure that the proposed improvements are constructed in accordance with the construction documents. Observations will be recorded in a daily log and summarized in daily reports. The RPR will serve as an advocate for the interests of the city. Test reports will be issued after testing work is completed and reviewed by the CPM. For the purposes of establishing a budget for this proposal, it is estimated that this task order will utilize one RPR for 5 days a week at a duration of 9-hour days. Additionally, a senior level technician will be utilized for field operation oversight for 3 days a week.

- **Task 2 Weekly Progress Reporting**

The CPM will compose a weekly progress report updating the City of Opelika's designated representative of construction activities. The progress report will document completed tasks, items of work in progress and future work plans per the contractor's schedule. This documentation's information will come from a collaboration of the RPR with the contractor's field representative to communicate the field schedule.

- **Task 3 Construction Administration**

Daily activities for the CPM will include communication with the RPR, monitoring of the contractor's progress compared to the provided construction schedule, responding to requests for information from the contractor, investigating, reviewing and making recommendations relative to any necessary change orders or design alterations. The CPM will provide necessary correspondence with City of Opelika staff, design team and contractor throughout the construction phase.



- **Task 4 Pay Requests**

The contractor's monthly pay requests will be reviewed to ensure that the construction efforts have progressed to the point indicated in the pay request. The proposed quantities will be field verified between the RPR and the contractor's field representative. Recommendation of the review will be provided in writing to City of Opelika staff.

- **Task 5 Periodic Site Visits**

Periodic site visits will be conducted by the CPM and the Design Engineer of Record or his designated representative for review of the completed work to evaluate and determine conformity with contract documents. Site visits will be conducted at intervals appropriate for the various stages of construction throughout the project duration.

- **Task 6 Final Inspection**

When the contractor informs the CPM of substantial completion, a final inspection of the work will be completed to determine if the completed project is acceptable and ready for its intended use. This inspection will include CDG, the contractor and City of Opelika personnel. A punch list of project deficiencies will be prepared and delivered to the contractor for corrective action. A follow-up inspection will be performed to verify that corrective action has been completed as necessary.

After all work is properly completed, a recommendation for acceptance of the project and recommendation for final payment will be made to the city.

- **Task 7 Close Out Documentation**

All close out documents will be received, reviewed, and transmitted to city personnel. Documentation associated with the completion of the project will include any test and laboratory results, daily documentation, and final approved quantities.

### Exclusions

Please note that the following services are excluded from this scope of work:

- Environmental field studies or reports outside of what is described above;
- Environmental document preparation;
- ROW acquisition services;
- Utility relocation services and design other than water main as described above;
- FEMA flood studies or flood plain map revisions;
- Contractor pre-approval;



## Appendix 1 – Scope of Work

Northpark Drive Extension  
Project No. R071324003  
City of Opelika, Lee County, Alabama  
April 18, 2024

- Preparation of specifications and contract documents suitable for receipt of bids by the City. (This project is anticipated to be let to contract by the City of Opelika)
- Project letting and contract procurement;
- 
- Plan review/approval by ALDOT or other funding agency;
- Traffic study or counts; and
- Any agency fees for permitting.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY OF OPELIKA TO APPLY TO THE  
DEPARTMENT OF TRANSPORTATION FOR A PLANNING GRANT UNDER THE  
SAFE STREETS FOR ALL PROGRAM**

**WHEREAS**, the City of Opelika wants to ensure safe streets for all of its citizens; and

**WHEREAS**, the Bipartisan Infrastructure Law established Safe Streets for all in 2022,  
and has allocated \$5 billion dollars over five years;

**WHEREAS**, there are \$3 billion still available for future funding rounds;

**WHEREAS**, the application is open and due on May 16<sup>th</sup>, 2024;

**WHEREAS**, the City of Opelika desires to participate in the creation of a Safe  
Streets for all Action Plan ; and

**WHEREAS**, the City of Opelika desires to participate in future applications of  
implementation funding, to support projects that promote street safety;

**WHEREAS**, the City Council has identified safe streets and lowering traffic fatalities as  
a priority; and

**WHEREAS**, the City of Opelika has available local matching funds to fulfill its share of  
obligation related to the grant application should grant funds be awarded.

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

1. That the Mayor, or his designee is hereby authorized to execute and submit to the  
Safe Streets for All Planning Grant on behalf of the City of Opelika in an amount not to exceed  
\$100,000.

2. That the City acknowledges its responsibility for the local match of 20% in the  
sum of \$20,000 and the City hereby certifies that it has available matching funds to fulfill its

local match obligation.

3. That the City agrees to accept the grant funds and to comply with the terms of the grant as well as all applicable laws and regulations.

4. That the match amounts may be in-kind match.

5. 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.

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

**ADOPTED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Purchasing Department opened sealed bids for one (1) 2023 F-Series SD Truck with Crane for the Public Works Department; and

**WHEREAS**, Truck Equipment Sales, Inc. submitted the lowest bid meeting specifications with a delivery time of two hundred seventy (270) calendar days; and

**WHEREAS**, Ed Murdock Superstores, Inc. submitted the next lowest bid meeting specifications with a delivery time of seven (7) calendar days, which would better benefit the operations of the Public Works Department and the corresponding needs of the citizens of Opelika; and

**WHEREAS**, funding for this purchase is budgeted;

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

1. That the purchase be awarded to Ed Murdock Superstores, Inc., on their bid meeting specifications.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Ed Murdock Superstores, Inc. in the total amount of \$129,497.50.
3. That the Controller be authorized to adjust the budget as necessary for this purchase.
4. That the Mayor is hereby authorized to sign all documents pertaining to this purchase.

**APPROVED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
C. E. "Eddie" Smith, Jr.  
President of the City Council  
City of Opelika, Alabama

ATTEST:

\_\_\_\_\_  
Russell A. Jones, CMC  
City Clerk

## **FACT SHEET**

**SUBJECT:** Sealed Bid #24019 – We are asking the Council to approve a purchase of one (1) 2023 F-Series SD Truck with Crane

### **FACTS:**

- Bid opening date – 4/22/24
- User Department – Public Works
- The bid was mailed to 12 vendors
- 3 bids were received
- Budgeted purchase
- Bid tabulation sheet attached

### **RECOMMENDATION:**

- **Recommend award bid to Ed Murdock Superstores, Inc. on their bid meeting specifications in the total amount of \$129,497.50. Ed Murdock Superstores, Inc. had the lowest delivery time, which would better benefit the operations of the Public Works Department and the corresponding needs of the citizens of Opelika.**

