



**CITY OF OPELIKA
CITY COUNCIL
WORKSESSION MEETING AGENDA
300 Martin Luther King Blvd.
August 18, 2026
TIME: 5:45 PM**

1. A CALL TO ORDER
 1. George Allen, Janataka Hughley-Holmes, Leigh Whatley, Chuck Beams, Todd Rauch
2. PRESENTATIONS
3. RESOLUTIONS
 1. Approve Change Order #1 to the 2026 City Wide Resurfacing Contract - ENG.
 2. Approve Contract Renewal for the City-Wide ADA Improvements Project - ENG.
4. ORDINANCES
5. GENERAL UPDATES
6. REVIEW/DISCUSS CURRENT COUNCIL MEETING AGENDA
 1. Discussion of Consent Agenda or Regular Agenda Items.
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.”

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 TO THE
CONTRACT BETWEEN THE CITY OF OPELIKA AND EAST ALABAMA PAVING
COMPANY, INC., FOR THE CITY-WIDE ASPHALT PAVING PROJECT**

WHEREAS, the City Council of the City of Opelika, Alabama previously approved a Contract dated as of March 3, 2026, by and between the City of Opelika, Alabama (the “City”) and East Alabama Paving Company, Inc., for the City-Wide Asphalt Paving Project (the “Project”); and

WHEREAS, it has been determined that additional asphalt material is required to complete the paving initiatives; and

WHEREAS, East Alabama Paving Company is entitled to additional compensation due to the additional quantities of materials needed to complete the Project; and

WHEREAS, Change Order Number 1 to the Contract between the City and East Alabama Paving Company have been submitted to the City Council for approval; and

WHEREAS, Change Order Number 1 will increase the total contract amount by an additional \$400,000, resulting in a new contract amount of \$1,200,000; and

WHEREAS, said Change Order is further necessitated by the City’s request to add the following roads to be resurfaced:

- **Fruitwood Court from Fruitwood Circle to end;**
- **Maple Avenue from Darden Street to end;**
- **Darden Street from Maple Avenue to Jeter Avenue;**
- **Brannon Avenue from Raintree Street to Byrd Avenue;**
- **Centerhills Drive from Enterprise Drive to end; and**
- **Enterprise Drive from Frederick Road to end;**

which were not contemplated when the plans and specifications were prepared and bid, and the amount of Change Order Number 1 exceeds 10 percent of the contract price; and

WHEREAS, the City Engineer has reviewed all prices and found them to be reasonable, fair and equitable and recommends approval of Change Order Number 1; and

WHEREAS, the City Council endorses the statements, findings and recommendations of the City Engineer and hereby finds and determines that it is in the public interest to approve Change Order Number 1.

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

1. That Change Order Number 1 to the Contract dated March 3, 2026, between the City and East Alabama Paving Company, a copy of which Change Order is attached hereto and incorporated herein by reference as Exhibit “A”, is hereby approved.

2. That the Mayor is hereby authorized and directed to execute Change Order Number 3 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 Change Order Number 1.

4. That the amount of the Change Order shall be paid from the Unassigned Fund Balance.

5. That the Mayor and Controller are hereby authorized to make such budget adjustments and accounting entries as necessary to carry into effect the provisions of this Resolution and Change Order.

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

ADOPTED AND APPROVED this the _____ day of _____, 2026.

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

ATTEST:

CITY CLERK

CITY OF OPELIKA

CHANGE ORDER

PURCHASE ORDER NUMBER 2602582 **CHANGE ORDER NUMBER** 1
DATE PO ISSUED 03/18/2026 **EFFECTIVE DATE OF CHANGE** 8/18/2026
BID NUMBER 26009 **ACCOUNT NUMBER** -0001-9333-430-099049
DEPARTMENT Engineering

VENDOR/CONTRACTOR

East Alabama Paving Co, Inc.
P.O. Box 2630
Opelika, AL 36803-2630

DESCRIPTION OF PROJECT AND REASON FOR CHANGE:

There have been request to add several roads to the initial resurfacing plan. These roads will take additional funding to be resurfaced under this year's contract. The roads to be added are as follows:

Fruitwood Court from Fruitwood Circle to end
Maple Avenue from Darden Street to end
Darden Street from Maple Avenue to Jeter Avenue
Brannon Avenue from Raintree Street to Byrd Avenue
Centerhill Drive from Enterprise Drive to end
Enterprise Drive from Frederick Road to end

The Engineering Department has reviewed the changes and cost and find all of the proposed changes fair and reasonable and within the original scope of the contract. To complete these items there will need to be \$400,000.00 added to the contract.

ORIGINAL CONTRACT AMOUNT: \$ 800,000.00

CONTRACT AMOUNT PRIOR CHANGE: \$ 800,000.00

THIS INCREASE: \$ 400,000.00

THIS DECREASE: \$ 0

NEW CONTRACT AMOUNT: \$ 1,200,000.00

CHANGE APPROVED AND ADOPTED THIS _____ **DAY OF August, 2026**

Eddie Smith
MAYOR

RESOLUTION NO. _____

**RESOLUTION RENEWING CONTRACT TO JC CONSTRUCTION FOR
THE 2026 CITY-WIDE ADA IMPROVEMENTS PROJECT**

WHEREAS, pursuant to Resolution No. 219-25, adopted on September 2, 2025, the City of Opelika, Alabama (the “City”) and JC Construction (the “Contractor”) entered into a contract for the 2025 City-Wide ADA Improvements Project (the “Project”) in order to comply with the Americans with Disabilities Act (“ADA”); and

WHEREAS, pursuant to the Contract, compensation payable to the Contractor is approximately \$1,500,000 and will be paid from budgeted funds; and

WHEREAS, the Contract provides that it terminates on August 31, 2027, 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, a proposed Contract renewal to be entered into between the City and J C Construction has been prepared 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 the annual renewal of said Agreement.

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 JC Construction for the City-Wide Paving Project for an additional one-year term from September 1, 2026, to August 31, 2027.
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 \$1,500,000.

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

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

ADOPTED AND APPROVED this the _____ day of _____, 2026.

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

ATTEST:

CITY CLERK

CONTRACT

THIS AGREEMENT made and entered into the ____ day of _____, 2026 by and between **JC Construction** (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:

City-Wide ADA Improvements Project

- 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 **1.5 Million 00/100** dollars (\$ **1,500,000.00**), 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 September 2026, up to and including August 2027; 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