RESOLUTION NO. 2026 – 60

TO ENTER INTO CONTRACT WITH LBYD, INC. FOR ENGINEERING SERVICES

WHEREAS, the Cullman City Council has determined that it would serve a public purpose to enter into contract with LBYD, Inc. for engineering services in the amount not to exceed $35,000.00; and

NOW THEREFORE BE IT RESOLVED by the Cullman City Council in the State of Alabama that the Mayor is hereby authorized to enter into a contract with LBYD, Inc. for engineering services in the amount not to exceed $35,000.00.

ADOPTED BY THE CITY COUNCIL this the 12th day of January, 2026.

_____
President of the City Council

ATTEST:

_____
City Clerk

APPROVED BY THE MAYOR this the 12th day of January, 2026.

_____
Mayor

COUNCIL AGENDA REQUEST

Date: January 5, 2026

Department: Engineering   **Name:** Erica York

Phone: 256-775-7112   **Email:** eyork@cullmanal.gov

Type of request (select all that apply):

___ Alcohol License	___ Annexation	___ Bid Award
___ Budget Amendment	___ Change Order	___ Codification Change
_X_ Contract Approval	___ Petition	___ Proclamations
___ Public Comment	___ Resolution	___ Rezoning
___ Special Event	___ Tax Abatement	___ Variance
___ Other		

Reason for Request:
Master Service Proposal for the various projects that the City wishes to use LBYD Inc. to provide consulting engineering services.

Supporting Documentation:
_X_ Attach supporting documentation.

Signature: Erica York

Approval Sequence:

1. **Administration – City Clerk's Office**
   Verifies form is completed and proper documentation is attached.
   _X_ Approved to Move Forward   ___ Rejected   ___ Return to Requestor
   Comments: _____
   Signature: Pam Leslie   **Date:** January 5, 2026

2. **Council Committee Chairperson**
   Ensures necessity of the requested expense.
   _X_ Approved to Move Forward   ___ Rejected   ___ Return to Admin
   Comments: Jason Willoughby,Cullman City Council Place 3
   Signature: [signed] 239DEAC6903F452...   **Date:** January 5, 2026 | 3:57 PM CST

3. **Council President**
   _X_ Approved for Council Agenda   ___ Rejected   ___ Return to Committee
   Comments: Kim F. Hall,Cullman City Council President
   Signature: [signed] Kim Hall 373F5C72C0C944B...   **Date:** January 5, 2026 | 4:24 PM CST

4. **Administration – City Clerk's Office**
   _X_ Added to Council Agenda   Date of Meeting: 01/12/2026
   Comments: City Clerk
   Signature: [signed] Wes Moore 85975DFE011A4F0...   **Date:** January 8, 2026 | 10:56 AM CST

Master Service Proposal for Structural Engineering Services

Date
December 15, 2025

LBYD Project No.
TBD

To
City of Cullman
Cullman, AL

Project
Various Projects

Attention
Erica York
City Engineer

From
Bill Wilson, PE

Transmitted Via: Email

LBYD, Inc. is pleased to provide you with this Master Service Proposal for the various projects that the City wishes to use LBYD Inc. to provide consulting engineering services. Project specific scope and fee arrangements will be transmitted via email for each individual project. This Master Services Proposal outlines the specific terms of the agreement. We appreciate the opportunity to work with you on these projects. If you have any questions or comments concerning the scope of services and/or any other items, please do not hesitate to contact us. If you find the proposal acceptable, please sign and return a copy for our records. In lieu of a signed proposal, notice to proceed or payment for services constitutes acceptance of this proposal. Any other terms must be presented for our consideration prior to the start of work.

Fee Arrangement

Our fee for these engineering services may be on a lump sum basis, hourly with an estimated maximum, or hourly. The negotiation and agreement of the fee and scope for a given project may take place via email exchange. For hourly projects, the hourly rate schedule below will be used.

- Senior Principal $290.00 per hour
- Principal $260.00 per hour
- Associate $240.00 per hour
- Senior Project Manager $225.00 per hour
- Project Manager $185.00 per hour
- Assistant Project Manager $160.00 per hour
- Project Engineer $130.00 per hour
- Design Engineer $120.00 per hour
- Senior BIM Modeler $140.00 per hour
- BIM Modeler $120.00 per hour
- Senior Designer $160.00 per hour
- Designer $110.00 per hour
- Municipal Consultant $210.00 per hour
- Administrative $85.00 per hour

Hourly rates are subject to reasonable adjustments at reasonable timeframes.

Reimbursable Expenses

- Mileage Expense   1.2 x Effective IRS Mileage Rate

Payment Terms

Invoices for services will be submitted monthly and are due upon receipt. Billing will be for the percentage of services completed through the invoice date. Invoice shall be considered past due if not paid within 30 days of the invoice date. LBYD may without waving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service for delay in payments. In the

December 15, 2025

event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

Other Terms and Conditions

Applicable Law
Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of LBYD.

Termination of Services
This agreement may be terminated by the Client or LBYD should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay LBYD for all services, rendered to the date of termination, all reimbursable expenses, and, if applicable, reimbursable termination expenses.

Ownership of Documents
All documents produced by LBYD under this agreement shall remain the property of LBYD and may not be used by this Client for any other endeavor without the written consent of LBYD.

Access to Site
Unless otherwise stated, LBYD will have access to the site for activities necessary for the performance of the services. LBYD will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions
When advised by LBYD, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Where investigation is NOT authorized, LBYD shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

Mutual Indemnification
The Client agrees, to the fullest extent permitted by law to indemnify and hold harmless LBYD, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

LBYD agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by LBYD's negligent performance of professional services under this Proposal and that of its subconsultants or anyone for whom LBYD is legally liable.

Neither the Client nor LBYD shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Insurance

Worker's Compensation
- Statutory

Comprehensive General Liability
- $2,000,000

Automobile General Liability
- $1,000,000

December 15, 2025

Limitation of Professional Liability

- In recognition of the relative risks, rewards, and benefits of the project to both the Client and LBYD, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, LBYD's total liability to the Client, for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of **$100,000**. Such causes include, but are not limited to, LBYD's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Higher limits are available at additional cost prior to commencement of services.

Signatures

For LBYD, Inc.

Bill Wilson

Bill Wilson, PE

Senior Principal Engineer

For City of Cullman

_____   _____

Accepted   Date