

RESOLUTION NO. 2026-81

**TO ENTER INTO AN AGREEMENT WITH SAIN ASSOCIATES, INC
FOR PROFESSIONAL SERVICES**

WHEREAS, the City of Cullman has determined that entering into an agreement with Sain Associates, Inc. serves a public and municipal purpose by preparing a traffic calming study for Bolte Road SE; and

NOW THEREFORE, BE IT RESOLVED by the City Council for the City of Cullman that Mayor Woody Jacobs is hereby authorized to enter into an agreement with Sain Associate, Inc., in an amount not to exceed \$2,500 under the terms and conditions as he deems just.

ADOPTED BY THE CITY COUNCIL this the 23rd day of March, 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 23rd day of March, 2026.

Mayor

COUNCIL AGENDA REQUEST

Date: 03/13/2026

Department: Engineering Name: Pam Leslie

Phone: 256-775-7104 Email: pleslie@cullmanal.gov

Type of request (select all that apply):

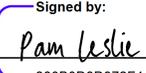
- Alcohol License
- Budget Amendment
- Contract Approval
- Public Comment
- Special Event
- Other
- Annexation
- Change Order
- Petition
- Resolution
- Tax Abatement
- Bid Award
- Codification Change
- Proclamations
- Rezoning
- Variance

Reason for Request:

For Bolte Road traffic calming study

Supporting Documentation:

Attach supporting documentation.

Signature:  

Signed by: Pam Leslie
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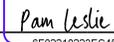
Approval Sequence:

1. Administration – City Clerk’s Office

Verifies form is completed and proper documentation is attached.

Approved to Move Forward Rejected Return to Requestor

Comments:

Signature:  Date: March 13, 2026 | 3:54 PM CDT

Signed by: Pam Leslie
8F02210223EC457...

2. Council Committee Chairperson - Jason Willoughby

Ensures necessity of the request.

Approved to Move Forward Rejected Return to Admin

Comments:

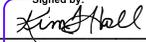
Signature:  Date: March 16, 2026 | 11:45 AM CDT

Signed by: Jason Willoughby
39E651DFA5B245D...

3. Council President

Approved for Council Agenda Rejected Return to Committee

Comments:

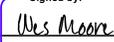
Signature:  Date: March 18, 2026 | 6:07 AM CDT

Signed by: Kim Hall
373F5C72C0C944B...

4. Administration – City Clerk’s Office

Added to Council Agenda Date of Meeting: 03/23/2026

Comments:

Signature:  Date: 03/18/2026

Signed by: Wes Moore
8F02210223EC457...



SAIN
ASSOCIATES



Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243



Telephone: (205) 940-6420
Fax: (205) 728-2007
www.sain.com

March 11, 2026

Erica York, P.E.
City of Cullman

**SUBJECT: Bolte Road SE – Cullman, AL
Scope and Fee – Traffic Calming Study
SA Project #260088**

Dear Erica:

We appreciate the opportunity to submit this proposal for traffic engineering services for your project. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

Scope of Services

Sain Associates will prepare a traffic calming study for Bolte Road SE in Cullman, AL. We will accomplish the following tasks:

1. Site Visit – We will visit the site to inventory existing conditions within the study area and record any conditions that could adversely affect site traffic
2. Traffic Data – We will review traffic data provided by you that includes the following items:
 - a. Weekly data from the portable speed feedback sign
 - b. Volume and speed data east of Magnolia Subdivision
 - c. Volume and speed data near intersection of 3rd Avenue
 - d. USLIMITS2 speed zoning report
3. Traffic Analysis – We will compare the collected speed data to the posted speed limit. We will then obtain crash data along the corridor (provided by you) to determine if there were any crashes that could be attributed to speeding. We will evaluate potential traffic calming options and then make recommendations on appropriate traffic calming measures.
4. Memorandum – Our efforts will be documented in a memorandum. We will provide you with a draft of the memorandum for review, address any comments you may have, and then submit a final, sealed memorandum.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you:

- Surveying/design plans for recommended roadway improvements
- Construction cost estimate for recommended improvements
- Attendance at in-person meetings



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Fees

We propose to provide the above-described services based on the following fee schedule:

Service	Fee
Traffic Calming Study	Lump Sum \$2,500

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

We anticipate submitting the draft memorandum to you within 1 week of receiving the crash data and signed contract.



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Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Charles Cochran, P.E., PTOE, RSP
Assistant Director / Traffic Engineering
AL P.E. # 36282

ENCLOSURES:

Sain Terms & Conditions (sch. 2026)

OFFERED:

SAIN ASSOCIATES, INC.

BY:

Jeff Stephenson, P.E., PTOE
Traffic Engineering & Planning Director/Principal
AL P.E. 25129

Signature of Authorized Representative

Date: March 11, 2026

ACCEPTED:

BY:

City of Cullman

Signature of Authorized Representative

Print Name & Title

Date: _____

SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$240.00 - \$365.00 per Hour
Engineer/Planner	\$120.00 - \$190.00 per Hour
Senior Engineer.....	\$190.00 - \$280.00 per Hour
GIS Analyst	\$125.00 - \$150.00 per Hour
GIS Professional	\$160.00 - \$185.00 per Hour
Designer.....	\$110.00 - \$175.00 per Hour
Project Control Specialist	\$90.00-\$140.00 per Hour
Surveyor	\$120.00 - \$250.00 per Hour
Survey Crew (1-Person).....	\$127.00 per Hour
Survey Crew (1-Person + Robot)	\$193.00 per Hour
Survey Crew (2-Person).....	\$220.00 per Hour
Survey Crew (3-Person).....	\$277.00 per Hour
Survey Per Diem	\$190.00 per person per Night
Administrative Support	\$80.00 - \$115.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are ~~not~~ included within Consultant's basic fee ~~and will be passed along to Client at cost plus 10%.~~

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts exceeding 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts exceeding 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be consistent with, and limited to, the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a reasonably prudent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Jobsite Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor, or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client and are not intended as an end-product. Any use, conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the insurance coverages referenced on the Consultant's Certificate of Insurance.

Consultant's Choice of Arbitration or Litigation

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by litigation in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, and directors, from and against liability for losses, damages and expenses, including reasonable attorneys' fees, but only to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Force Majeure

The Consultant shall not be responsible for delays caused by factors beyond the Consultant's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product, or delays caused by performance by the Client or by contractors of any level. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. 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.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to defend (at Consultant's option), indemnify, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2026

