



February 27, 2024

Joshua Skluzacek  
City Engineer  
City of Dickinson  
38 1<sup>st</sup> St W  
Dickinson, ND 58601

Subject: Proposal for Professional Services for City of Dickinson Project #202418 9<sup>th</sup> St. W & 5<sup>th</sup> Ave. W. Intersection

Dear Joshua Skluzacek:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the 9<sup>th</sup> St. W and 5<sup>th</sup> Ave W intersection analysis.

### **Scope of Services**

We propose to carry out the work (“Scope of Services”), set forth in Attachment B, attached hereto and incorporated into this Agreement. We propose to carry out the services described as follows:

- Project Management
- Preliminary Design
- Public Involvement
- Traffic Operations

### **Assumptions**

Task:

1. Project Management – Will utilize virtual meetings to discuss the project and alternatives.
2. Preliminary Design – Assumes 3 concept alternatives at 9<sup>th</sup> and 5<sup>th</sup> with concept level estimates.
3. Public Involvement – Assumes Jerad Daul and Ryan Schuehle attendance for the field walk. Public Involvement would include up to 2 landowner discussions on the proposed alternatives.
4. Traffic Operations – Assumes utilizing Synchro/Sim Traffic software.

### **Schedule**

We will complete this work within a mutually agreed-upon time schedule.

### **Basis of Payment/Budget**

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$42,985.23, which includes both time and expenses.

### **Changes in the Scope of Services**

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

### **Standard Terms and Conditions**

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### **Acceptance/Notice to Proceed**

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is [jdaul@srfconsulting.com](mailto:jdaul@srfconsulting.com).

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

Jerad Daul, PE  
Senior Project Manager

Scott Harmstead, MPA, AICP  
Director

JD

Attachment: Dickinson\_9th and 5th\_ScopeOfWork.pdf  
cc: Scott Harmstead SRF Consulting Group, Inc.

**Approved:** City of Dickinson

\_\_\_\_\_

*(signature)*

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.**

**STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**1. STANDARD OF CARE**

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used in the profession practicing under similar circumstances. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

**2. INDEPENDENT CONTRACTOR**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. 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 SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

**3. PAYMENT TO SRF**

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

**4. OPINION OF PROBABLE CONSTRUCTION COST**

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

**5. INSURANCE**

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

**6. INDEMNIFICATION AND ALLOCATION OF RISK**

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

**7. TERMINATION OF AGREEMENT**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

**8. OWNERSHIP AND REUSE OF DOCUMENTS**

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

**9. FORCE MAJEURE**

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

**10. ASSIGNMENT**

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

14. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, the parties may seek any available remedies under North Dakota law.

15. CONTROLLING LAW

The laws of the state of North Dakota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

16. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson

Project: Project # 202418 9th Street West & 5th Avenue West Intersection



17220.PP

Subconsultants:

| <u>TASK NO.</u> | <u>SUMMARY OF TASKS</u> |
|-----------------|-------------------------|
| 1.0             | Project Management      |
| 2.0             | Preliminary Design      |
| 3.0             | Public Involvement      |
| 4.0             | Traffic Operations      |

Project Overview:

9th St. W. and 5th Ave. W. intersection is an offset intersection with none of the legs aligning which making it difficult to navigate during slippery conditions. This project consists of concept alternatives and a traffic operations report to determine corrective measures to improve safety and mobility to all users.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
 Project: Project # 202418 9th Street West & 5th Avenue West Intersection



17220.PP

Subconsultants: 0

| TASK NO.   | TASK DESCRIPTION  | PROF. VIII-VII | PROF. VI  | PROF. V  | PROF. IV  | PROF. III | PROF. II  | PROF. I  | TECH.    | SUPPORT   | TOTALS    | EST. FEE           |
|------------|---|----------------|-----------|----------|-----------|-----------|-----------|----------|----------|-----------|-----------|--------------------|
| <b>1.0</b> | <b>Project Management</b><br><u>Assumptions:</u><br>All meetings will be conducted virtually  |                |           |          |           |           |           |          |          |           |           |                    |
| 1.1        | Project Setup   | -              | 10        | -        | -         | -         | -         | -        | -        | 10        | 20        | \$3,349.04         |
| 1.2        | Task 1 - General Day-to-Day Project Management and Administration (24 Weeks)  | 2              | 36        | -        | -         | -         | -         | -        | -        | 6         | 44        | \$8,226.45         |
| 1.3        | Meetings (1 half hour meeting per month with half hour of prep)   | -              | 6         | -        | 6         | -         | -         | -        | -        | -         | 12        | \$2,119.03         |
|            | <b>SUBTOTAL - TASK 1</b>  | <b>2</b>       | <b>52</b> | <b>0</b> | <b>6</b>  | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b> | <b>16</b> | <b>76</b> | <b>\$13,694.52</b> |
| <b>2.0</b> | <b>Preliminary Design</b><br><u>Assumptions:</u><br>Assumes 3 concept alternatives at 9th and 5th with concept level estimates  |                |           |          |           |           |           |          |          |           |           |                    |
| 2.1        | Preliminary Concepts  | -              | 12        | -        | 48        | -         | -         | -        | 6        | -         | 66        | \$10,942.22        |
|            | <b>SUBTOTAL - TASK 2</b>  | <b>0</b>       | <b>12</b> | <b>0</b> | <b>48</b> | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>6</b> | <b>0</b>  | <b>66</b> | <b>\$10,942.22</b> |
| <b>3.0</b> | <b>Public Involvement</b><br><u>Assumptions:</u><br>Field walk would include Jerad D and Ryan S<br>Public Involvement would include up to 2 landowner discussion on the proposed alternatives |                |           |          |           |           |           |          |          |           |           |                    |
| 3.1        | Field Walk  | -              | 8         | -        | 8         | -         | -         | -        | -        | -         | 16        | \$2,825.37         |
| 3.2        | Public Involvement (2 separate meetings)  | -              | 16        | -        | 16        | -         | -         | -        | -        | -         | 32        | \$5,650.74         |
|            | <b>SUBTOTAL - TASK 3</b>  | <b>0</b>       | <b>24</b> | <b>0</b> | <b>24</b> | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b>  | <b>48</b> | <b>\$8,476.11</b>  |
| <b>4.0</b> | <b>Traffic Operations</b><br><u>Assumptions:</u><br>Utilize Synchro/SimTraffic  |                |           |          |           |           |           |          |          |           |           |                    |
| 4.1        | Collect 13 hour intersection turning movement counts on a weekday at the intersection.  | -              | -         | -        | -         | -         | 12        | -        | -        | -         | 12        | \$1,534.47         |
| 4.2        | Complete a crash analysis at the intersection for the last 5 years  | -              | 1         | -        | -         | -         | 4         | -        | -        | -         | 5         | \$703.30           |
| 4.3        | Complete an intersection capacity analysis for the existing conditions using Synchro/SimTraffic   | -              | 1         | -        | -         | -         | 3         | -        | -        | -         | 4         | \$575.43           |
| 4.4        | Identify a background growth rate based on future traffic forecasts and historical background growth.   | -              | 1         | -        | -         | -         | 1         | -        | -        | -         | 2         | \$319.68           |
| 4.5        | Develop alternatives for the intersection to address driver behavior, pedestrian crossing, and other safety issues.   | -              | 4         | -        | -         | -         | 4         | -        | -        | -         | 8         | \$1,278.72         |
| 4.6        | Complete a future build year analysis for up to 3 intersection configuration scenarios  | -              | 2         | -        | -         | -         | 5         | -        | -        | -         | 7         | \$1,022.98         |
| 4.7        | Develop a traffic operations report summarizing the results of the study.   | -              | 6         | -        | -         | -         | 16        | -        | -        | -         | 22        | \$3,196.81         |
|            | <b>SUBTOTAL - TASK 4</b>  | <b>0</b>       | <b>15</b> | <b>0</b> | <b>0</b>  | <b>0</b>  | <b>45</b> | <b>0</b> | <b>0</b> | <b>0</b>  | <b>60</b> | <b>\$8,631.38</b>  |

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson  
 Project: Project # 202418 9th Street West & 5th Avenue West Intersection



17220.PP

Subconsultants: 0

| TASK NO.   | TASK DESCRIPTION                         | PROF. VIII-VII | PROF. VI   | PROF. V  | PROF. IV   | PROF. III | PROF. II   | PROF. I  | TECH.    | SUPPORT   | TOTALS      | EST. FEE           |
|--|--|----------------|------------|----------|------------|-----------|------------|----------|----------|-----------|-------------|--------------------|
| <b>TOTAL ESTIMATED PERSON-HOURS</b>                          |  | <b>2</b>       | <b>103</b> | <b>0</b> | <b>78</b>  | <b>0</b>  | <b>45</b>  | <b>0</b> | <b>6</b> | <b>16</b> | <b>250</b>  |                    |
|  | AVERAGE HOURLY PAYROLL RATE              | \$76.00        | \$63.00    | \$56.00  | \$53.00    | \$51.00   | \$42.00    | \$37.00  | \$49.00  | \$47.00   |             |                    |
|  | ESTIMATED LABOR                          | \$152.00       | \$6,489.00 | \$0.00   | \$4,134.00 | \$0.00    | \$1,890.00 | \$0.00   | \$294.00 | \$752.00  |             | \$13,711.00        |
|  | ESTIMATED OVERHEAD COST                  |                |            |          |            |           |            |          |          |           | 173.89%     | \$23,842.06        |
|  | FACILITIES CAPITAL COST OF MONEY         |                |            |          |            |           |            |          |          |           | 0.44%       | \$60.33            |
|  | ESTIMATED LABOR, OVERHEAD, AND FCCM      |                |            |          |            |           |            |          |          |           |             | \$37,613.39        |
|  | FIXED FEE                                |                |            |          |            |           |            |          |          |           | 11.00%      | \$4,130.84         |
|  | SRF ESTIMATED DIRECT NON-SALARY EXPENSES |                |            |          |            |           |            |          |          |           |             | \$1,241.00         |
| SUBTOTAL: (SRF Labor and Expenses)                           |  |                |            |          |            |           |            |          |          |           | \$42,985.23 |                    |
| SUBCONSULTANTS:  |  |                |            |          |            |           |            |          |          |           | \$0.00      |                    |
| <b>TOTAL ESTIMATED FEE (SRF and Subconsultants combined)</b> |  |                |            |          |            |           |            |          |          |           |             | <b>\$42,985.23</b> |

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

|                          |                      |     |           |            |                   |
|--------------------------|----------------------|-----|-----------|------------|-------------------|
| MILEAGE:                 | Personal Vehicles    | 400 | Miles @   | \$0.655    | \$262.00          |
|                          | Rental Vehicles/Fuel | 3   | Per Day   | \$130.000  | \$390.00          |
| PER DIEM (\$45/DAY MAX.) |                      | 10  | Per Diem  | \$45.00    | \$450.00          |
| LODGING:                 | Hotel                | 0   | Nights @  | \$200.00   | \$0.00            |
| REPRODUCTION:            | Copy Duplication     | 20  | Copies @  | \$0.10     | \$2.00            |
|                          | Color Copies         | 20  | Copies @  | \$0.35     | \$7.00            |
|                          | Bond Prints          | 0   | Prints @  | \$6.00     | \$0.00            |
|                          | Mylar Prints         | 0   | Prints @  | \$12.00    | \$0.00            |
| COURTHOUSE COPIES:       |                      | 0   | Copies @  | \$1.00     | \$0.00            |
| PRINTING:                |                      |     |           |            | \$0.00            |
| SUPPLIES:                | Letter, Certified    | 0   | Letters @ | \$15.00 ea | \$0.00            |
| COMMUNICATIONS:          | Mail, Express, Etc.  |     |           |            | \$0.00            |
|                          | Cell Phone Charges   | 0   | Minutes @ | \$0.30     | \$0.00            |
| TRAFFIC COUNTS           | Counts               | 13  | Hours @   | \$10.00    | \$130.00          |
| <b>SRF EXPENSES:</b>     |                      |     |           |            | <b>\$1,241.00</b> |