



**PROFESSIONAL SERVICES AGREEMENT FOR
City of Dickinson Project # 202615; Various Roadway Structure Repair
SRF Project No. 19516.00**

This "Agreement," made and entered into by and between City of Dickinson ("Client") having an office at 38 1st Street W, Dickinson, ND 58601 and SRF Consulting Group, Inc. ("SRF") having an office at 2370 Vermont Avenue, Bismarck, ND 58504 and corporate office at 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406. The Client and SRF each a "Party" and collectively the "Parties." The Client and SRF, in consideration of the mutual terms and conditions, set forth below, agree as follows:

Article 1: Scope of Services.

- (a) SRF shall perform, consistent with the Standard of Care stipulated herein and other terms and conditions of this Agreement, those Services set forth in **Attachment A** (the "Services"). Except as already noted in **Attachment A**, SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client's authorized representative.
- (b) SRF will not perform Services that are not included in the scope of services in **Attachment A** of this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been made part of this Agreement.
- (c) SRF will perform its Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The full extent of SRF responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at SRF's own expense, provided that SRF is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. **SRF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.**
- (d) SRF shall be responsible for its performance and that of SRF's lower-tier subcontractors or vendors. However, SRF shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors.
- (e) SRF will not proceed with performance of any Services in addition to that stipulated in **Attachment A** ("Additional Services") prior to a written amendment signed by both Parties describing the Services to be performed, the schedule for performance, and the compensation to be paid.

Article 2: Contract Requirements.

- (a) The Client may inspect project records, documents and accounting procedures and practices of SRF, solely to verify SRF's performance and all expenses submitted pursuant to the terms of this Agreement. All such items will be retained by SRF during the term of this Agreement and for a period of six (6) years after final payment has been made. Any items relating to a claim arising out of the performance of this Agreement will be retained by SRF and its subcontractor(s), if any, until the claim has been resolved.
- (b) The Client and SRF expressly agree that SRF is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and SRF or any employee or agent of SRF. Both parties acknowledge that SRF is not an employee for state or federal tax purposes.

Article 3: Client Obligations.

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF's Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF's Services, the work, or in the performance of any contractor; and (4)



provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

Article 4: Term of Agreement; Performance Schedule.

- (a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8.
- (b) SRF shall perform its Services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. Notwithstanding the foregoing, in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

Article 5: Key Personnel.

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF:

Ryan Rykowski
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Client:

Joshua Skluzacek
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Dickinson, ND 58601
507-934-7723
joshua.skluzacek@dickinsongov.com

Article 6: Invoices and Payment.

- (a) SRF will prepare invoices in a format acceptable to the Client and shall submit its invoices monthly for Services performed and costs incurred during the prior month.
 - A breakdown of labor by employee, classification, dates and hours worked times, and the actual labor cost for each employee.
 - Project related expenses, other than travel-related expenses, shall be itemized and provide a complete description of each item billed along with supporting receipts.
 - SRF shall require subcontractors to provide the same supporting documentation, invoices, and receipts as SRF is required to submit and retain.
- (b) The total obligation of the Client for all compensation and reimbursement to SRF under this Agreement will not exceed **\$39,210.68** (the "Contract Maximum"). Payments under this Agreement will be made based on a Cost-Plus Fixed Fee for Profit payment method, calculated according to the labor rates and direct costs set forth in **Attachment B** ("Fee Schedule"). Reimbursement of costs under this Agreement will be based on actual costs.
The fee rate of **11%** of Direct Salary and Overhead Costs will be used. SRF's amount is fixed throughout the term of the Agreement and will not exceed **\$3,795.11**, but significant changes to the Services may require adjustment of the fee amount and a contract amendment will need to be executed.
The overhead rate of **168.93%** of direct salary costs will be used on a provisional basis determined by State's Office of Audit.



- (c) Client will make progress payments, based on invoices from SRF. Client's payment shall be made within thirty-five (35) days of receiving SRF's invoices for Services performed. If the Client objects to any portion of an invoice, the Client shall notify SRF within five (5) business days of invoice date. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Client shall pay the undisputed portion.
- (d) SRF shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of SRF's receipt of payment by the Client for undisputed Services provided by the subcontractor.

Article 7: General Compliance.

- (a) SRF will materially comply with all federal, state and local laws or ordinances, applicable rules, regulations and standards insofar as they relate to SRF's performance of the provisions of this Agreement.
- (b) SRF shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with applicable federal and state laws. SRF shall not be responsible for procuring permits and licenses required for construction.
- (c) SRF shall maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Client, appropriate federal agency or agencies, the Auditor of the State of North Dakota, or other duly authorized representative.

Article 8: Termination and Suspension.

- (a) Client may terminate this Agreement at any time, with or without cause. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.
- (b) If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend Services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

Article 9: Ownership and Use of Documents.

- (a) All Deliverables created and prepared by SRF under this Agreement shall become the property of the Client upon proper payment for the Services. Client understands that the Deliverables are applicable only to this project and that they should not be reused or modified by anyone other than SRF. As a result, SRF shall bear no liability or responsibility for reuse of the Deliverables or for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.
- (b) SRF proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SRF and used to develop the Work Product ("SRF Data"), shall remain the sole property of SRF. To the extent the Deliverables contain or require the use of SRF Data, SRF hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such SRF Data solely for the purposes for which the Deliverables were developed.

Article 10: Notices.

Any notice required under this Agreement shall be in writing and addressed to the primary point of contact ("POC") as designated by both Parties at the address provided by both primary POC's. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

Article 11: Legal Relations.

- (a) This Agreement, interpretation, and performance, and any disputes between the parties arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws in which the Project is located, without regard



to conflict of laws principles. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

- (b) The Parties may exercise legal remedies as may be available to them in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.

Article 12: Liability and Indemnification.

- (a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client, from liability, loss or damage including reasonable attorneys' fees incurred ("Claims") to the extent caused the negligent or wrongful acts, errors, or omissions of SRF or anyone acting under its control in its provision of Services under this Agreement.
- (b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is entitled.
- (c) Each Party may exercise any legal remedy as may be available to it in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.
- (d) Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation or supply, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.
- (e) The Parties agree to waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- (f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

Article 13: Contractual Relationship.

No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.

Article 14: Insurance.

- (a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease (Policy Limit) \$1,000,000 Disease (EA Employee)



- Commercial General Liability: \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury and Contractual Liability.
- Business Automobile Liability: \$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
- Professional Liability: Covering damages caused by SRF's negligent act, error, or omission arising out the performance of professional services under this Agreement to which this Policy applies.
\$2,000,000 Each Claim
\$2,000,000 Annual Aggregate
- Umbrella/Excess Liability Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.

- (b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.
- (c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

Article 15: Prohibition Against Assignment.

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

Article 16: Other.

- (a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- (b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.
- (c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.
- (d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.

Article 17: Services and Contract Documents.

The following documents are attached and incorporated herein by this reference and form the Agreement ("Contract Documents").

- Attachment A:** SRF Scope of Services
- Attachment B:** Fee Schedule

Article 18: Interpretation.

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.



Article 19: Signatures.

Either individual signing this Agreement represents and warrants that each has the power and authority to enter into this Agreement and bind the Party for whom each signs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

Article 20: Electronic Signatures.

Each Party agrees that the electronic signature of the Party included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

SRF Consulting Group, Inc.

City of Dickinson

Signed:

Signed:

Title:

Title:

Date:

Date:

SRF PHASE I SCOPE OF SERVICES FOR BRIDGE NUMBERS DKS03 THRU DKS12

1.0 PROJECT MANAGEMENT

1.1 Project Setup

1.2 General Day-to-Day Project Management and Administration, Bi-Weekly Progress Reports, and Invoicing (time period through April 2026).

SRF Deliverables:

- Scope of work and budget estimate for Phase II
- Bi-Weekly Progress Reports
- Invoices

2.0 MEETINGS

2.1 Virtual Kickoff meeting. Includes time prepare agenda, review existing inspection reports, and develop meeting minutes.

2.2 Perform field assessments at each bridge site to collect data for the development of the Preliminary Concept Memo. Time included to develop field review packet.

2.3 Phase II Scoping Meeting via Teams. Includes time to prepare agenda and develop meeting minutes.

2.4 Prepare Bridge Preliminary Concept Memo to include repair recommendations and cost estimate at each site.

2.5 Develop Funding Memo to identify potential opportunities including state and federal.

SRF Deliverables:

- Field Review Packet
- Meeting agendas and meeting minutes
- Preliminary Concept Memo
- Funding Memo

Attachment B

SRF Consulting Group, Inc.

Client: City of Dickinson
 Project: City of Dickinson Various Roadway Structure Repair Project 202615

Subconsultants: N/A

Work Tasks and Person-Hour Estimates



19516.PP

TASK NO.	SUMMARY OF TASKS
1.0	PROJECT MANAGEMENT
2.0	MEETINGS

Project Overview:
 Rehabilitation/Repair of a 10 structure inventory located in the City of Dickinson including Bridge Numbers DKSNO3 through DKSNO12.

SRF Consulting Group, Inc.

Client: City of Dickinson
 Project: City of Dickinson Various Roadway Structure Repair Project 202615

Subconsultants: N/A

Work Tasks and Person-Hour Estimates



19516.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VI	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	PROJECT MANAGEMENT											
1.1	Project Setup	4	-	4	-	-	-	-	-	2	10	\$2,231.53
1.2	General Day-to-Day Project Management and Administration, Bi-Weekly Progress Reports, and Invoicing (time period through April 2026).	8	-	8	-	-	-	-	-	-	16	\$3,781.03
	<u>SRF Deliverables:</u>											
-	Scope of work and budget estimate for Phase II											
-	Bi-Weekly Progress Reports											
-	Invoices											
	SUBTOTAL - TASK 1	12	0	12	0	0	0	0	0	2	26	\$6,012.56
2.0	MEETINGS											
2.1	Virtual Kickoff meeting. Includes time prepare agenda, review existing inspection reports, and develop meeting minutes.	8	-	16	-	-	-	-	-	-	24	\$5,384.38
2.2	Perform field assessments at each bridge site to collect data for the development of the Preliminary Concept Memo. Time included to develop field review packet.	25	-	34	-	-	-	-	-	-	59	\$13,619.49
2.3	Phase II Scoping Meeting via Teams. Includes time to prepare agenda and develop meeting minutes.	2	-	4	-	-	-	-	-	-	6	\$1,346.10
2.4	Prepare Bridge Preliminary Concept Memo to include repair recommendations and cost estimate at each site.	8	-	40	-	-	-	-	-	-	48	\$10,194.43
2.5	Develop Funding Memo to identify potential opportunities including state and federal.	-	8	-	-	-	-	-	-	-	8	\$1,818.72
	<u>SRF Deliverables:</u>											
-	Field Review Packet											
-	Meeting agendas and meeting minutes											
-	Preliminary Concept Memo											
-	Funding Memo											
	SUBTOTAL - TASK 2	43	8	94	0	0	0	0	0	0	145	\$32,363.12

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson
 Project: City of Dickinson Various Roadway Structure Repair Project 202615



Subconsultants: N/A

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	55	8	106	0	0	0	0	0	2	171	
	AVERAGE HOURLY PAYROLL RATE	\$91.00	\$76.00	\$67.00	\$54.00	\$51.00	\$48.00	\$39.00	\$50.00	\$57.00		
	ESTIMATED LABOR	\$5,005.00	\$608.00	\$7,102.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.00		\$12,829.00
	ESTIMATED OVERHEAD COST										168.93%	\$21,672.03
	FACILITIES CAPITAL COST OF MONEY										0.62%	\$79.54
	ESTIMATED LABOR, OVERHEAD, AND FCCM											\$34,580.57
	FIXED FEE										11.00%	\$3,795.11
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											\$835.00
	SUBTOTAL: (SRF Labor and Expenses)											\$39,210.68
	SUBCONSULTANTS:											\$0.00
TOTAL ESTIMATED FEE (SRF and Subconsultants combined)												\$39,210.68

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	650	Miles @	\$0.700	\$455.00
PER DIEM (\$45/DAY MAX.)		4	Meals @	\$45.00	\$180.00
LODGING:	Hotel	2	Nights @	\$100.00	\$200.00
REPRODUCTION:	Copy Duplication	0	Copies @	\$0.10	\$0.00
	Color Copies	0	Copies @	\$0.35	\$0.00
	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
SRF EXPENSES:					\$835.00

SUMMARY OF COSTS:

	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1 PROJECT MANAGEMENT	\$ 3,266.52	\$ -	\$ 2,405.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341.01	\$6,012.56
2 MEETINGS	\$ 11,705.05	\$ 1,818.72	\$ 18,839.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$32,363.12
TOTALS	\$14,971.57	\$1,818.72	\$21,244.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$341.01	\$38,375.68

SUMMARY OF HOURS:

	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1 PROJECT MANAGEMENT	12	-	12	-	-	-	-	-	2	26
2 MEETINGS	43	8	94	-	-	-	-	-	-	145
TOTALS	55	8	106	0	0	0	0	0	2	171