

October 1, 2020

City of Dickinson  
Engineering Department  
Attn: Loretta Marshik  
99 2<sup>nd</sup> St E  
Dickinson, ND 58601

RE: 4<sup>th</sup> St E, 5<sup>th</sup> St E, 26<sup>th</sup> Ave E Street Improvement Project  
Professional Services Proposal

Dear Loretta,

Civil Science (CS) is pleased to submit this proposal for professional services for the Project referenced above. We appreciate the opportunity to provide these services to you and we are focused to provide the highest quality work, in a timely manner, and are committed to developing a successful project and relationship.

We appreciate the opportunity to work with you on this and other projects. If you wish to move forward with this Project, we would recommend execution of this Contract or other format agreeable to both parties. Please contact me at 701-260-1395 or [crohde@civilsience.com](mailto:crohde@civilsience.com) with any questions or concerns.

Respectfully,



Carl Rohde  
Project Manager  
Civil Science

**CIVIL SCIENCE INFRASTRUCTURE, INC.**  
**Short Form Consulting Services Contract**  
 Client/Engineer Form [Rev05/2020]

 Project Name 4<sup>th</sup> St, 5<sup>th</sup> St, 26<sup>th</sup> Ave  
 Contract # FF20169.00 Contract Value \$12,969.50  
 Contract Type:  Hourly (Not to Exceed)  Fixed Fee (Lump Sum)  Retainer  Per Lot  
 Contract Term: From \_\_\_\_\_ to \_\_\_\_\_

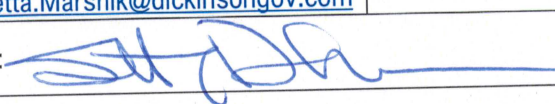
**List of Contract Documents: This Contract incorporates the General Conditions and Exhibits noted below:**

- Exhibit A – Professional Services Proposal**
- Exhibit B – Phase I Fee**
- Exhibit C –**
- Exhibit D –**
- Exhibit E –**
- Exhibit F – Retainer Amount Fee Schedule**

In addition to the General Conditions contained herein this contract incorporates the terms of

- Quotation #** \_\_\_\_\_ **dated** \_\_\_\_\_

**THIS AGREEMENT EXECUTED THE DAY AND YEAR LAST WRITTEN:**

CIVIL SCIENCE INFRASTRUCTURE, INC. (CS)	COMPANY NAME (CLIENT)	BILLING / AP CONTACT
Civil Science Infrastructure, Inc. Attn: Brian Craven 3160 W Clubhouse Drive Lehi, UT 84043 801-768-7200	City of Dickinson Engineering Department 99 2 <sup>nd</sup> St E Dickinson, ND 58601 701-456-7744 <a href="mailto:Loretta.Marshik@dickinsongov.com">Loretta.Marshik@dickinsongov.com</a>	
BY*: <b>Brian S. Craven,</b> <small>Digitally signed by Brian S. Craven, PE            DN: cn=Brian S. Craven, PE,            o=Civil Science, Inc., ou,            email=bcraven@civilscience.com, c=US            Date: 2020.11.03 14:59:50 -05'00'</small>	BY*: 	
DATEPE	DATE: <u>10/20/2020</u>	

\*Must be executed by authorized company representative

1. **Scope of Work and Term** CS shall furnish the services as described in Exhibit A, Scope of Work, during the term indicated above.
2. **Consideration and Payment.**
  - a. If this is a fixed fee contract, CS shall be paid the total amount stated above in accordance with the requirements of Clause 3B below.
  - b. If this is a hourly contract, CS labor costs shall be paid at the hourly rates shown in Exhibit B, entitled "CS Standard Unit Rate and Fee Schedule". CS non-labor expenses shall be paid at actual cost plus 15%. These non-labor expenses shall include, but are not limited to, travel and living expenses, materials, equipment, supplies, subcontracts, and other out-of-pocket expenses.
  - c. If this is a retainer-type contract, CS shall be paid the total amount as specified in Exhibit F, entitled "Retainer Amount Fee Schedule" and in accordance with the requirements of Clause 3D below.
  - d. If this is a per-lot-type contract, the number of lots will be identified prior to the start of per-lot work. The per-lot cost will be multiplied by the total lot count and will constitute the total amount to be paid CS in accordance with the requirements of Clause 3B and/or 3D below. If this contract is both a per-lot and retainer-type contract, retainer amounts will be requested as shown in Exhibit F following the determination of the total amount to be paid to CS.



- e. All payments shall be sent to the address identified above.
  - f. All work products will be held until all outstanding invoice and retainer payments have been made in full. CS will not be held liable for negative impacts this may have to time-sensitive matters such as submittal deadlines. CS will also not be held liable for negative impacts that this may cause to the value of the client's product or to the future value of the CLIENT's project.
3. **Invoicing.**
- a. The Client agrees to pay CS invoices upon receipt. If part of an invoice is disputed, the CLIENT shall pay the undisputed portion within 15 days pending resolution of disputed amounts. Invoices unpaid after fifteen days shall bear interest, compounded monthly at 1 ½ percent per month. If CLIENT fails to make payment as required, CS may stop work and withhold work products until payment is made.
  - b. If this is a fixed fee contract, CS will invoice in an amount equal to estimated percent completion of the work during period times the fixed fee stated for services.
  - c. If this is a hourly contract, CS will invoice as follows:
    - i. CS will invoice an amount based upon the actual time charged to the project during the preceding period at the specified hourly rates plus all other costs actually incurred or obligated to be paid by CS in connection with the services performed plus the markup for such costs as applicable.
    - ii. CS standard invoice shall include a breakdown of charges in the following categories: labor by category, travel, materials, equipment, supplies, subcontracts, and miscellaneous expenses. Any additional supporting information required by CLIENT shall be provided at CLIENT's expense.
  - d. If this is a retainer-type contract, CS will send an Invoice Summary indicating how each retainer payment has been applied to the overall project budget.
4. **Applicable Law.** This contract shall be construed and governed by the laws of the State of North Dakota. The exclusive forum for resolving disputes not settled by negotiation shall be the courts of the State of North Dakota.
5. **Conflict of Interest.** CS knows of no conflict of interest with the activities to be performed under this Contract and other activities of CS but shall advise the CLIENT if such a conflict is discovered in the future. CS shall avoid circumstances and actions that would reasonably place it in a position of divided loyalty with respect to its obligations under this Contract.
6. **Independent Contractor.** In all matters relating to this Contract, CS shall be acting as an independent contractor. Neither CS, nor its employees, are employees of the CLIENT within the meaning or application of any unemployment insurance or workmen's compensation laws, or any other federal, state, or local laws. CS shall assume all liabilities or obligations imposed by any such laws with respect to its employees in the performance of this Contract. Neither party shall have any authority or right to create any obligation, express or implied on the behalf of the other. CS shall not have the authority to represent itself as an agent of the CLIENT unless specifically authorized in Exhibit A.
7. **Compliance with Laws.** Both parties shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the contract work in whole or in part. CS shall secure any permits or licenses that may be necessary for it to perform its work.
8. **No Waiver.** Failure of either party to insist on strict performance by the other party shall not constitute a waiver of any of the provisions of this Contract, waiver of any other default or a continuing waiver.
9. **Modifications.** The terms and conditions contained in this contract shall not be added to, modified, superseded or otherwise altered except by written modification signed by authorized representatives of CS and CLIENT.
10. **Accuracy of Services and Limitation of Liability.** CS services shall be rendered without any warranty except that CS will perform in accordance with a degree of care and skill generally exercised by professionals performing similar work under similar conditions. CS does not warrant that its services are without errors or omissions, nor shall CS be liable to the CLIENT for consequential or special damages or economic loss.
11. **Excusable Delays.** CS shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of CS. Such caused include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state, or local governments, act of CLIENT or those working under contract with CLIENT, acts of environmental groups, delays caused by safety concerns, court orders, fires, floods, epidemics, strikes, embargoes, or unusually severe weather. This contract shall be extended on a day-for-day basis for delays due to such causes.
12. **Inspection and Final Acceptance.** The CLIENT may inspect and accept or reject any of CS work under this contract during performance or when completed. The CLIENT shall reject or finally accept CS work within 15 days after completion. The CLIENT can only reject work by a timely written explanation, otherwise the work shall be deemed to have been accepted. The CLIENT's acceptance shall be conclusive except with respect to latent defects, fraud, and gross mistakes as amount to fraud.
13. **Insurance/Liability Limitation.** CS will maintain workmen's compensation insurance and public liability and property damage insurance in accordance with statutory requirements. Any additional insurance coverage requested by CLIENT will be at CLIENT's expense. The CLIENT agrees to limit all claims related in whole or in part to CS failure to observe the standard of care or breach of contract to an aggregate amount of \$25,000 or two times the contract value for the services performed under this Contract, whichever is the lower amount.
14. **Termination.** The CLIENT or CS may terminate this Contract, in whole or in part, by giving five days written notice to the other. If terminated by the CLIENT, the CLIENT shall pay all costs incurred, including any cancellation charges by vendors, plus a reasonable amount for indirect costs and profits.
15. **Equal Employment Opportunity.** CS is aware of and fully informed of its obligations under Executive Order 11246 and Title 41 of the Code of Federal Regulations, Part 60, and where applicable, shall comply with the requirements of that order, 41 CFR, Part 50, and all orders, rules, and regulations promulgated there under unless exempted there from.
16. **Indemnification and Limitation of Liability.** CS shall indemnify and hold the CLIENT, its agents, and its employees harmless from damages or liability caused by or arising out of CS gross negligence or intentional misconduct in its performance under this Contract. The CLIENT shall Indemnify and hold CS, its agents, employees, subcontractors, and consultants harmless from costs, damage, liability or expense (including attorney's fees): (a) Caused by or arising out of errors or omissions in the drawings, documents, or other oral or written information given to

CS by the CLIENT; and (b) arising from any claim related to work under this or other contract with CS asserted against CS by any third party which exceeds CS insurance coverage and (c) any reuse of any work product prepared by CS under this contract without the express written consent of CS.

- 225 6th Street  
Dickinson, ND 58601
17. **Title.** The CLIENT shall have the right to use any information developed by CS under this Contract. In the event of any reuse by the CLIENT of any portion of such information, CS shall not be liable to the CLIENT for any damages arising out of the reuse. Any transfer of digital information to CLIENT will be contingent upon acceptance and agreement to CS digital file release and indemnification conditions.
  18. **Assignment.** Neither party may assign its rights or responsibilities under this Contract without the prior written consent of the other party. This restriction shall not apply to CS subcontracting work under this contract or CS assignment to a financial institution of monies due from the CLIENT for work under this Contract.
  19. **Notice.** Any notice under this contract shall be deemed to have been given when in writing and delivered to the other party at the addresses set forth above. Notices are effective upon receipt, not when sent.
  20. **Audit Privileges.** All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include supporting documents. CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval prior to payment of invoice. CS will not be responsible to maintain job related support documents or any other billing documents beyond the periodic billing, review period, and collection by CS of invoices submitted.
  21. **Electronic Signatures.** For purposes of executing this agreement, electronic signatures transmitted upon generated copies will be deemed to be valid and will carry the full force and effect of original signatures thereto.
  22. **Subcontracts.** General subcontracts, excluding consultant services, will be invoiced at cost plus a 15% handling charge to cover administrative costs associated with management and processing of the subcontracts.
  23. **Other Direct Costs.** Expenses for in-house services such as computer usage, copying, and reprographics, are billed at a fixed rate or unit prices whichever is applicable. Specialized instrumentation, company vehicles, mobile laboratories, and related equipment are billed at fixed daily or weekly rate depending on the period of usage. Rate schedules are available upon request. Costs for project specific supplies or travel related expenses (lodging, meals, airfare, vehicle rental, etc.) are invoiced at the cost plus a 15% handling charge.
  24. **Credit Card Payments.** CLIENT may make payments to CS by credit card in a form acceptable to CS. CS may charge a 3% fee on all credit card payments.



**CIVIL SCIENCE INFRASTRUCTURE, INC.**  
**Short Form Consulting Services Contract**  
Client/Engineer Form

Exhibit A – Professional Services Proposal

### PROJECT UNDERSTANDING

CS was recently selected to perform engineering services for the City of Dickinson on the 4<sup>th</sup> St. E, 5<sup>th</sup> St. E, and 26<sup>th</sup> Ave E Street Improvements Project. CS met with the City and is moving forward with a Phase I preliminary engineering for this Project.

Phase I tasks for the Project will evaluate existing conditions of the Project area, and provide alternatives and costs for a future construction project. The City of Dickinson is seeking to develop a construction project that addresses drainage issues along the Project route, and to provide a hard surfacing on the roadway.

### SCOPE OF WORK

Based on the Project Understanding outlined above, CS will provide the following services where tasks will include:

#### **Task 101 – Status Reports & Project Admin**

Civil Science will schedule activities to be completed by our project team. Additionally, project setup, documentation, filing, invoicing and other administrative activities will be included in this task.

#### **Task 102 – Progress Meetings**

Civil Science will have a representative available for City of Dickinson Commission Meetings to present alternatives, discuss and review the schedule, current status, and other pertinent issues throughout the duration of the project. Limited to one (1) meeting during phase I activities.

#### **Task 103 – Quality Assurance / Quality Control**

Civil Science will include Quality Assurance / Quality Control activities covering project work and deliverables. Project administration including review of scope, schedule and budget for internal staff and sub-consultants will also be included in this task.

#### **Task 201 – Field Review**

Civil Science will conduct a thorough review and inventory of the project site. The field review will identify existing roadway conditions and review project concepts. A collection of existing data will be completed, including:

- Identify traffic conditions
- Identify general right-of-way limits
- Identify businesses & access locations
- Identify visual drainage and utility features
- Identify a conceptual level overview of existing environmental conditions

#### **Task 202 – Field Survey**

Civil Science will perform the following survey related activities:

- Field Survey coordination by a senior level surveyor

- Perform ground topographic surveys
- Process raw survey topo data into an existing surface CAD file

#### **Task 203 – Estimating & Planning**

Civil Science will provide project design alternatives with costs to the City of Dickinson. The information will be compiled into a preliminary engineering report to be delivered to the City of Dickinson Engineering Staff, which will present to the City Commission to determine a decision on the project direction. The planned improvements and estimated costs will include:

- Hot Mix Asphalt hard surfacing
- Grading and drainage improvements
- Curb & gutter
- Aggregate base course
- Subgrade preparation

Civil Science will provide illustrations and / or exhibits to be included in a presentation to the City of Dickinson Board of Commissioners for a decision.

#### **Task 204 – Phase II Scope & Budget**

Based on the City's decision from Phase I tasks, Civil Science will develop a scope of work and fee to perform a roadway design for the project.

Exhibit B - Phase I Fee

City of Dickinson - 4th St, 5th St, 26th Ave										
		PM	ENG V	PLS - Survey V	Survey II	ENG II	ENG VI	ADMIN	Tech III	Task Totals
		\$ 135.00	\$ 150.00	\$ 165.00	\$ 94.50	\$ 115.00	\$ 186.50	\$ 143.50	\$ 105.00	
Task #	Description									
101	Status Reports & Project Admin	4						2		\$ 827.00
102	Progress Meetings	4				4				\$ 1,000.00
103	Quality Control / Quality Assurance	2					2			\$ 643.00
201	Field Review	4				6				\$ 1,230.00
202	Field Survey			2	20	16				\$ 4,060.00
203	Estimating & Planning	16				12	2		8	\$ 4,753.00
204	Phase II Scope & Budget	2					1			\$ 456.50
	SUBTOTAL HOURS:	32	0	2	20	38	5	2	8	
	SUBTOTAL COSTS:	\$ 4,320.00	\$ -	\$ 330.00	\$ 1,890.00	\$ 4,370.00	\$ 932.50	\$ 287.00	\$ 840.00	\$ 12,969.50
	TOTAL:	\$ 12,969.50								