

CIVIL SCIENCE INFRASTRUCTURE, INC.
Short Form Consulting Services Contract
 Client/Engineer Form [Rev10/2021]

Project Name Entrance Sign Placement Study - 202319
 Contract # _____ Contract Value See below
 Contract Type: Hourly Fixed Fee (Lump Sum) Retainer Per Lot
 Contract Term: From 5-07-24 to 10-31-24

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

- Exhibit A – Professional Services Proposal**
- Exhibit B – CS Standard Unit Rates and Fee Schedule**
- 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: Jeremy Easum 531 West Villard St., Suite 1 701-774-8200 ext 703 jeasum@civilscience.com	City of Dickinson 38 1 st Street W Dickinson, ND 58601 kris.keller@dickinsongov.com 701-456-7020	City of Dickinson 38 1 st Street W Dickinson, ND 58601 kris.keller@dickinsongov.com 701-456-7020
BY*: Jeremy Easum <small>Jeremy Easum 2024.05.03 11:29:00-06'00'</small>	BY*:	
DATE:	DATE:	

*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 causes 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 \$50,000 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.** 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.
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.

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Exhibit A – Professional Services Proposal

PROJECT UNDERSTANDING

The scope of work is to evaluate locations to erect “Welcome” signs in four entry locations to the City of Dickinson. As part the Request for Proposal the City provided eight (8) possible locations. The work to be completed by consultant generally includes creating a matrix to evaluate the sites to for City officials to decide on the four best.

Task 001- Field Evaluations

- a) Coordinate Right of Way conflicts with stakeholders.
- b) Evaluate utility connections and costs of service. Use existing where feasible.
- c) Establish a ranking matrix for each cardinal direction welcome sign location if more than one location is determined viable.
- d) Determine timeline for signage installation at each location.

Task 002 Additional Services

The Client may authorize CS to furnish additional services of the types listed below, which are not included in the basic Scope of Work. If such additional services are authorized by the Client, these services rendered at an hourly rate will be completed by CS at the current rates and fees.

1. Site surveying
2. Site design
3. Geotechnical evaluations
4. Plan preparation
5. Bidding
6. Construction engineering services

Schedule

CS proposes to complete the Scope of Work outlined above with milestone dates below:

Contract Award	May 7, 2024
Notice to Proceed	May 8, 2024
Site Evaluations, Utility Coordination	
ROW Evaluations	May 8 – June 3, 2024
Project Status Reports	Every two weeks
Project Recommendation Submittal	June 7, 2024

FEE PROPOSAL

CS proposes to complete the Scope of Work outlined above as follows:

Task Description	Fee	Fee Type	Comments
Task 001 – Site Evaluations	\$11,650	Hourly	
Task 002 – Additional Services	TBD	Hourly	
Total	\$11,650		