



Engineering Services Agreement

PARTIES

This Agreement, entered into at Salt Lake City, Utah, is made effective this 22nd day of January 2024 between

Tooele County Parks & Recreation
47 South Main St.
Tooele, Utah 84074
(801) 362-2731
hereinafter called "Client"

IGES, Inc.
2702 South 1030 West, Suite 10
Salt Lake City, Utah 84119
P: (801) 270-9400
hereinafter called "Consultant"

Attn: Mr. Corey Bullock corey.bullock@tooeleco.org

PROJECT DESCRIPTION

Client engages Consultant to provide geotechnical engineering investigation, testing and consultation to aid in the redesign of pool and surrounding facilities at the Deseret Peaks Complex, located in Grantsville, Utah. The purpose of our services is to (a) assess the nature of the native soils with respect to stability and settlement under anticipated pool loading, and (b) provide consultation to project designers to mitigate future settlement of a proposed pool to be rebuilt onsite.

SCOPE OF SERVICES

Consultant agrees to perform the following services on a time and expense basis according to the attached rate schedule.

1. Perform subsurface investigation consisting of 6 soil borings each completed to 50-60 ft below grade. Collect samples and log explorations to prepare an interpreted subsurface profile across the base of the proposed pool (information from previous investigations performed by IGES will aid in characterizing uniformity of near surface soils).
2. Perform laboratory testing to classify soils and establish engineering properties with respect to the apparent potential for settlement and support of anticipated loads.
3. Perform geotechnical analysis using anticipated loading to approximate future elastic or consolidation settlement below proposed pool and surrounding improvements.
4. Provide recommendations for mitigation of settlement including ground improvement or deep foundations (if needed).
5. Provide additional geotechnical consulting to project design and construction team as needed.

Estimated Fee for Item (1):	\$19,300
Estimated Fee for Item (2):	\$11,400
Estimated Fee for Item (3):	\$2,400
Estimated Fee for Item (4):	\$3,000
Estimated Fee for Item (5):	\$1,800

Total Estimated Fee: \$37,900

Recommendations for pool rehabilitation will follow best construction practices for mitigation of settlement and best construction practices for subgrade preparation and soil improvement (if necessary). Responses required by reviewing authorities or other out-of-scope work will be completed on a time and expense basis upon Client's written approval in accordance with our 2024 *Schedule of Charges*, attached. If available, the Client will provide as built elevations and topographic survey data for evaluation of the current settlement experienced by the pool.

TERMS and CONDITIONS

1. Any additional work that is not contained in this contract will be billed according to our current fee schedule attached.
2. Additional observations, field work, set-up, travel time will be billed at prevailing hourly rate plus mileage (\$1.00/mile).
3. Client agrees to pay invoice within 30 days of receipt of report. Interest charges of 1.5% per month will accrue until paid in full.
4. IGES's liability to the Client for any claim or cause shall be limited to \$10,000. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
5. The General Liability of Intermountain GeoEnvironmental Services, Inc, its employees, subcontractors and agents for any other claim(s) of any kind shall not exceed \$100,000.
6. Unless otherwise agreed to in writing, test specimens or samples shall be disposed of immediately upon completion of laboratory testing. Soil samples will be held for a maximum of 30 days.
7. Services of IGES under this Agreement will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the Profession currently practicing under similar conditions in the locality of the project.
8. Client accepts the responsibility of notifying Consultant (24) hours in advance of any necessary tests and observations. If Client assigns this responsibility to a contractor and/or subcontractor, architect, engineer or job inspector, Client releases consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liability, damages or expenses, arising in whole or in part from improper scheduling on the part of the responsible party.
9. Non-acceptance of these terms or any significant modification to them inclusive of limitations of liability, insurance levels or indemnification may result in a modification to our proposed fees as offered above or withdrawal of this proposal.

Client and Consultant acknowledge that each has read and agrees to the Terms and Conditions above which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant.

Client: Tooele County Parks & Recreation

Consultant: IGES, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE OF CHARGES**Intermountain GeoEnvironmental Services, Inc.
2024**

The compensation to Intermountain GeoEnvironmental Services, Inc. for our professional services is based upon and measured by the following elements:

PERSONNEL, HOURLY RATE

Principals	\$180.00
Associates/Senior Consultants	\$160.00
Senior Engineers/Geologists/Geophysicists	\$150.00
Project Engineers/Geologists/Geophysicists	\$135.00
Staff Engineers/Geologists/Geophysicists	\$125.00
Assistant Professionals	\$110.00
Senior Field/Laboratory Technicians	\$95.00
Junior Field/Laboratory Technicians	\$80.00
Administrative and Clerical	\$70.00
Expert Consultation, Report Preparation, and Testimony	\$300.00

EQUIPMENT

Soil Sampling Equipment	\$110.00/day
Soil Sample Containers	\$22.00/sample
Tieback/Soil Nail Testing Equipment	\$200.00/day
Inclinometer Measurements up to 150 ft	\$300.00/day
Inclinometer Measurements 150 to 300 ft	\$475.00/day
Nuclear Density Testing Gauge	\$100.00/day
Mileage	\$1.00/mile
Vibration Monitoring	\$350.00/week \$850.00/month

MISCELLANEOUS EXPENSES

Out-of-town living expenses, vehicle rentals, sub-contracted work (including drilling), postage, shipping, and other costs incurred with outside services or equipment Cost plus 15%

All in-house geotechnical and materials laboratory testing will be billed at IGES prevailing testing rates at the time of services being rendered.



Tooele County Council Agenda Item Summary

Department Making Request:

Parks and Recreation

Meeting Date:

January 25, 2024

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: Mar 31, 2024

Grant
With County Match

Contract
More than 1 yr.

Other _____

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 37,900.00

Item Title: Sole Source for IGES Geotechnical Study

Please answer the who? what? when? why?

Parks and Recreation is requesting IGES come back out to the pool and provide more in depth geotechnical analysis of the soil where the new pool is going to be built. During their initial analysis, to determine the reason for the pool sinking, they could not bring in heavy equipment to dig deep enough to perform the standard analysis of soil. We did not want them to damage the pool, so it could be salvaged.

With the pool gone, heavy equipment can be brought in, and a proper analysis can be done.

We are requesting the sole source from IGES because they did the initial survey of the soils, and it will cost the county less money to have them come back and finish the sampling as opposed to starting with a new company.

List who needs copies when approved: