



## Engineering Services Agreement

### PARTIES

This agreement entered into at South Salt Lake, Utah, is made effective this 14<sup>th</sup> day of March 2024 between:

**Greater Salt Lake Municipal Services District (MSD)**  
**2001 South State Street, Suite N3-600**  
**Salt Lake City, Utah 84190**  
**Attn: Mr. Alex Rudowski**  
[arudowski@msd.utah.gov](mailto:arudowski@msd.utah.gov), 385-468-6681

hereinafter called "Client"

**IGES, Inc.**  
**2702 South 1030 West, Ste 10**  
**South Salt Lake, Utah 84119**  
**P: (801) 270-9400 F: (801) 270-9401**

hereinafter called "Consultant"

### TERM

The Term of this Agreement shall be three (3) years from the effective date, provided that Client shall have the right to extend the term for two (2) additional one (1) year extension terms by so notifying Consultant in writing at least thirty (30) days before the expiration of the initial three (3) year term or the expiration of the first one (1) year extension, as applicable.

### SCOPE OF SERVICES

Consultant agrees to provide Engineering Geology consulting services to the Client (the "project") as follows:

1. Provide expert review of geologic hazard reports submitted to the MSD for conformance with the geologic hazard ordinance of each municipality served by the MSD, and Salt Lake County regarding unincorporated areas, and the industry standard of care.
2. Prepare review letters summarizing our evaluation of the reports regarding conformance to the applicable geologic hazard ordinance, providing recommendations for additional clarification/information, if needed.
3. Participation and/or attendance in various meetings/discussions with MSD personnel, as needed.
4. The cumulative amount paid to Consultant for the project shall not exceed \$100,000.

**Services will be provided on a Time and Expense (T&E) basis based on the attached 2024 Fee Schedule, or revised Fee Schedule as agreed with the Client in writing.** Total cost of individual reviews are anticipated to be variable, depending on the nature and extent of the study being reviewed and the number of review letters issued.

Consultation outside of this scope of work will be provided on a *Time and Expense* basis in accordance with our attached 2024 Fee Schedule, upon verbal or written approval of the Client.

### TERMS and CONDITIONS

1. Any additional work that is not contained in this contract will be billed according to our current fee schedule.
2. Jurisdiction shall pay Consultant no later than 30 days after receipt of invoice. Interest charges of 1.5% per month will accrue until paid in full. Client also agrees to pay any and all fees required by a collection agency and/or an attorney to collect payment in full.
3. Except as provided in paragraph 8 below, IGES's liability to the Client for any claim or cause shall be limited to the greater of \$10,000 per work assignment or available insurance coverage. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
4. **INSURANCE:** Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A-: **Workers' Compensation Coverage:** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of Utah for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Client at least thirty (30) days prior to such change. **General Liability Coverage:** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and a two million (\$2,000,000) annual aggregate limit. The policy shall protect Client, Consultant, and any subcontractor from claims for damages for personal injury and from claims for property damage that may arise from Consultant's operations under this Agreement.
5. Unless otherwise agreed to in writing, test specimens or samples shall be disposed of immediately upon completion of laboratory testing.
6. 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. No other warranty, expressed or implied, is made.
7. Client accepts the responsibility of notifying Consultant (24) hours in advance of any necessary tests and observations.
8. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, collectively, against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, collectively, against all damages or liabilities, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner for the other party's own negligence.



- 9. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT:** Consultant recognizes that, as a governmental entity, Client is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”), and cannot guarantee that information or any document or record provided to the Client will not be subject to disclosure unless it is properly classified as a “protected record” under GRAMA based upon a written claim of business confidentiality under Utah Code Ann §§ 63G-2- 305 and - 309 and other provisions of GRAMA. For any record to be classified as a “protected record”, Consultant must provide a written claim of business confidentiality and a concise statement of reasons and justifications supporting the claim of business confidentiality with the record when it is first submitted by Consultant to Client and, if not so provided, any claim to protected record status may be deemed to have been waived and relinquished by Consultant.
- 10. **NO WORK GUARANTY:** Consultant understands, acknowledges and agrees that Client may use its own staff to provide Services identified in this Agreement and that Client may enter into other third party contracts for the provision of Services identified in this Agreement. As a consequence, there is no guarantee or assurance that Consultant will be called upon to perform services, or the number of times or frequency that Consultant may be asked to perform Services, and work assignments may be distributed among Consultant and other consultants, if there is more than one third party consultant contract, based on expertise, availability, geography, cost, or any other factor as determined by Client.
- 11. **GOVERNMENTAL IMMUNITY ACT:** Consultant understands and acknowledges that Client is a political subdivision of the state of Utah and, as such, Client and its employees is/are entitled to any and all immunity from suit, limitations on judgements, protections and defenses afforded by the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code. Nothing stated in this Agreement or elsewhere is intended, nor shall it be interpreted or construed, to release, alter, waive, or minimize any immunity, limitation, protection or benefit afforded to Client and/or its employees by the Governmental Immunity Act of Utah.
- 12. **ANTI-BOYCOTT:** Consultant certifies that it is not currently engaged in a boycott of the State of Israel or an economic boycott, as defined in Utah Code Ann. § 63G-27-102 and prohibited by Utah Code Ann. § 63G-27-201(1); and agrees not to engage in a boycott of the State of Israel for the duration of this Agreement. Furthermore, Consultant agrees to notify the Client in writing if Consultant begins engaging in a prohibited economic boycott during the term of this Agreement. Activities which are not to be boycotted, absent an ordinary business purpose or unless the boycott is intended to comply with applicable state or federal law, include a boycott of companies that are engaged in fossil fuel-based energy, timber, mining, agriculture, or firearms; companies that do not meet or commit to meet environmental standards beyond applicable state and federal law requirements; or companies that do not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Notwithstanding anything to the contrary stated in this contract, pursuant to Utah Code Ann. § 63G-27-201(3), this provision does not apply to a contract with a total value of less than \$100,000 or to a contract with an entity that has fewer than 10 full-time employees, nor prohibit Client from entering into a contract with an entity that engages in an otherwise prohibited economic boycott if there is no economically practicable alternative available “to (A) acquire or dispose of a good or service; or (B) meet...[Client’s] legal duties to issue, incur, or manage debt obligations, or deposit, keep custody of, manage, borrow, or invest funds” or if the purpose of the economic boycott is to “comply with federal law.”
- 13. **E-VERIFY:** Consultant covenants, represents and warrants to Client that Consultant is and at all times during the performance of Services will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Consultant is registered and participates in a Status Verification system as required by law, and will require the same of any subcontractor who may assist Consultant in performing Services under this Agreement.

**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: Greater Salt Lake Municipal Services District**

**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, postage, shipping, and other costs incurred with outside services or equipment	Cost plus 15%
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All in-house geotechnical and materials laboratory testing will be billed at IGES prevailing testing rates at the time of services being rendered.