



Date: January 16, 2024
To: Weber County Board of Commissioners
From: Scott Mendoza
Community Development Department

Agenda Date: January 23, 2024

Subject: **Request for approval of a service agreement by and between Weber County and Intermountain Testing Services, Inc. for special inspection services associated with the construction of the new Weber/Morgan Children's Justice Center.**

Attachments: A – Proposed Master Services Agreement

Summary:

Weber County is building a new children's justice center at 1845 Jackson Avenue, in Ogden City. As part of this project and according to the building code, special inspection services will be required. Services include construction materials quality control along with soil, asphalt, concrete, masonry, steel, anchoring, welding, and bolting observation and/or testing.

The County requested bids from five different companies and Intermountain Testing Services, Inc offered the lowest bid. The contract amount is \$6,500.

Intermountain Testing Services, Inc.

Master Services Agreement

Number 121923 (1)

PARTIES

This agreement, entered into at Roy, Utah is made this day December 19, 2023.

Weber County
2380 Washington Blvd.
Ogden, UT 84401
Hereinafter called "Client"

Intermountain Testing Services, Inc.
1955 West 5200 South
Roy, Utah 84067
Hereinafter called "Consultant"

PROJECT DESCRIPTION

Client engages Consultant to provide services in connection with the project known as:
Weber Morgan Children's Justice Center

SCOPE OF SERVICES TO BE PERFORMED:

Consultant agrees to perform laboratory testing services as described in individual work authorizations at the rates defined on the Letter of Authorization. **Testing: Inspection Services**

TERMS and CONDITIONS

1. Lab testing performed on a RUSH basis is available at a 50% surcharge.
2. Lab testing on Sundays/Holidays will be billed at Double Time.
3. Any additional work that is not contained in this contract will be billed according to our current fee schedule.
4. Engineering inspection, field work, set-up, and travel time will be billed at an hourly rate plus mileage (\$1.10/mile).
5. Client agrees to pay invoice within 60 days of the date of billing, or incur interest charges of 1.5% per month until paid in full.
6. In recognition of the relative risks of the Client and Intermountain Testing Services, Inc. on the project, Client agrees to the extent permitted by law, that Intermountain Testing Services' liability to Client, in any way arising out of the Consultant's negligence shall be limited to \$25,000.00 or five times consultant fees.
7. Unless otherwise agreed to in writing, test specimens or samples shall be held for a maximum of 30 days.
8. Services of Intermountain Testing Services 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 warranty, expressed or implied is made.
9. 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 any 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.

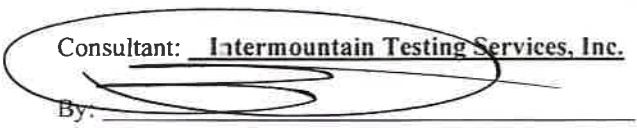
Client and consultant acknowledge that each had read and agrees to the Terms and Conditions above which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant.

Client: _____

By: _____

Title: _____

Date: _____

Consultant: Intermountain Testing Services, Inc.


By: _____

Title: Manager

Date: 12.19.23

INTERMOUNTAIN *Testing Services Inc.*

Attachment A
2 of 3

November 6, 2023

Weber County
2380 Washington Blvd. #250
Ogden, UT. 84401

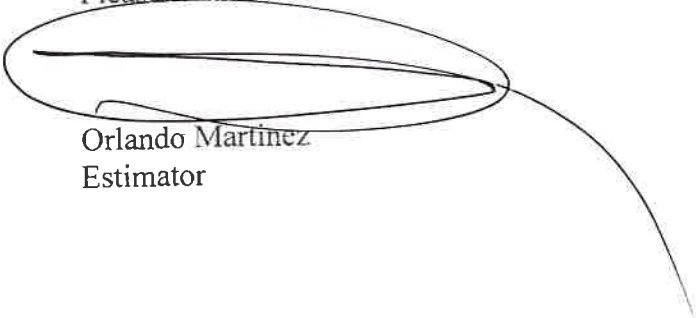
Attn: Scott Mendoza
Email: smendoza@webercountyutah.gov

**RE: Children's Justice Center – Ogden, Utah
Construction Materials Quality Control Testing & Inspection Services**

Intermountain Testing is a 100% locally owned and operated small business entity. We would like to submit our proposal to perform project construction materials quality control testing and inspection services on **Children's Justice Center - Ogden, Utah** project for an estimated cost of **\$6,500.00**. Estimate includes soil, asphalt, concrete, masonry, steel, anchors, and any items noted in proposal.

A unit cost sheet is attached and costs will be per units, as scheduled by your project superintendent. It is vital that we receive a call a minimum of two days prior to start-up of the project, and/or scheduling.

Please let us know if additional information is needed.



Orlando Martinez
Estimator

Attachment A
3 of 3

Weber County
2380 Washington Blvd. #250
Ogden, UT. 84401

Attn: Scott Mendoza
Email: smendoza@webercountyutah.gov

RE: Monroe Waterline Phase II – Ogden, Utah
Construction Materials Quality Control Testing & Inspection Services

SOILS

Proctor (Moisture Density)	\$ 135.00/ea
Proctor (Rock Correction)	\$ 160.00/ea
In-place Density Testing (technician)	\$ 55.00/hr
Gradation Analysis	\$ 55.00/ea
Pit Run Gradation	\$ 110.00/ea
Atterberg Limits	\$ 55.00/ea

CONCRETE

Cylinders for Compressive Strength	\$ 80.00/set of 4
Beams for Flexural Strength	\$ 160.00/set of 4
Technician Time - Air / Slump / Temps / Cyls.	\$ 60.00/hr
Concrete Floor Moist / Alkalinity	\$ 190.00/ set of 3

ASPHALT

Marshall Mix Design (1 point)	\$ 240.00/ea
Extraction/Gradation	\$ 135.00/ea
Coring with Depth & Density	\$ 75.00/hr + \$ 50.00/core
Technician Density Testing	\$ 60.00/hr

MASONRY

Prisms (set of three)	\$ 195.00/set
Grout (set of three)	\$ 65.00/set
Mortar (set of three cylinders)	\$ 65.00/set
ASTM C-140 Series	\$ 350.00/set

SPECIAL INSPECTIONS

Project Manager	\$ 90.00/hr
Project Engineer	\$ 90.00/hr
Structural Concrete	\$ 75.00/hr
Structural Masonry	\$ 75.00/hr
Welding AWS/CWI / Structural Steel	\$ 75.00/hr
Ultrasonic / Magnetic Particle Inspection	\$ 110.00/hr
Spray-Applied Fireproofing	\$ 75.00/hr
Mechanical Anchor	\$ 75.00/hr
Helical Pier Inspection	\$ 75.00/hr
Reports	\$ 8.00/ea

MILEAGE

\$ 1.10/mile

Technician Time is charged on a portal-to-portal basis. The work performed on overtime will be charged at a rate equal to 1.5 times the normal rate.


Orlando Martinez – Estimator