

December 28, 2009

Service Specifications: Geotechnical Investigation and Report

Utah County is inviting bids from qualified geotechnical engineering firms to provide a geotechnical investigation of the proposed construction site for the new Utah County Convention Center in Provo, Utah. The location and dimensions of the site as well as the proposed facility position thereon are shown on the attached drawings.

The geotechnical investigation shall determine the characteristics of the subsurface material throughout the project site so that satisfactory substructures can be designed to support the proposed facilities. The results of the investigation shall be documented in a written report which shall also contain at least the following: 1) description of existing geotechnical and site conditions; 2) description of subsurface soil and water conditions; 3) foundation considerations and recommendations for design; 4) recommendations for site preparation, compacted fill requirements, and flexible pavement design; 5) site / project specific issues as detailed by the project architect on the attached list.

The completed report shall be delivered to the Project Manager on or before **February 26, 2010**.

Qualified firms interested in bidding to perform this work shall submit documentation of applicable qualifications and a complete cost proposal on or before 3:00 p.m. Mountain Time **January 11, 2010** to: Susan Shepherd, Utah County Purchasing Agent, 100 East Center, #3600, Provo, Utah 84606.

Utah County intends to award this contract to the lowest responsive and responsible bidder. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection therewith, or such party's response.

The selected provider will be required to execute a professional services contract with Utah County, a sample of which is attached hereto for reference.

Project Manager:

Donald Nay
Utah County Public Works
2855 South State
Provo, UT 84606
801-851-8602 (office)
801-343-8602 (fax)
801-420-3109 (cell)

Site / Project Specific Issues to be Addressed

- 1) The maximum column loads are likely to be very high as one column has been identified that will likely support a floor area of 75 feet x 60 feet x 3 levels plus exterior wall areas of 75 feet x 100 feet high x weight of the wall material. This maximum load could be between 2,500K and 3,000K on just one column.
- 2) There will also be sections of shear walls with very significant vertical and overturning loads imposed upon them. These will likely be on very large mat footings, if we can get by without deep foundations.
- 3) The geotechnical investigation shall provide information regarding soils properties to a sufficient depth to accommodate proper engineering for the above loads.
- 4) There is no basement planned for the new facility but the site has been occupied by buildings for perhaps up to 100 years. We suspect there are a number of old building foundations that have been backfilled with uncontrolled fill that will have to be completely removed.
- 5) The new facility will be located along the east side of the block, in a north-south direction. The property identified as FUTURE EXPANSION is planned in the current project phase to be constructed as surface parking.



100 NORTH

300 WEST

FREEDOM

CENTER

CENTER

CENTER

Convention Center Site

Provo

Parcels



1:600
1 inch = 50 feet

Utah County Public Works
Mapping Division
2855 South State Street
Provo, UT 84606
(801) 851-8626

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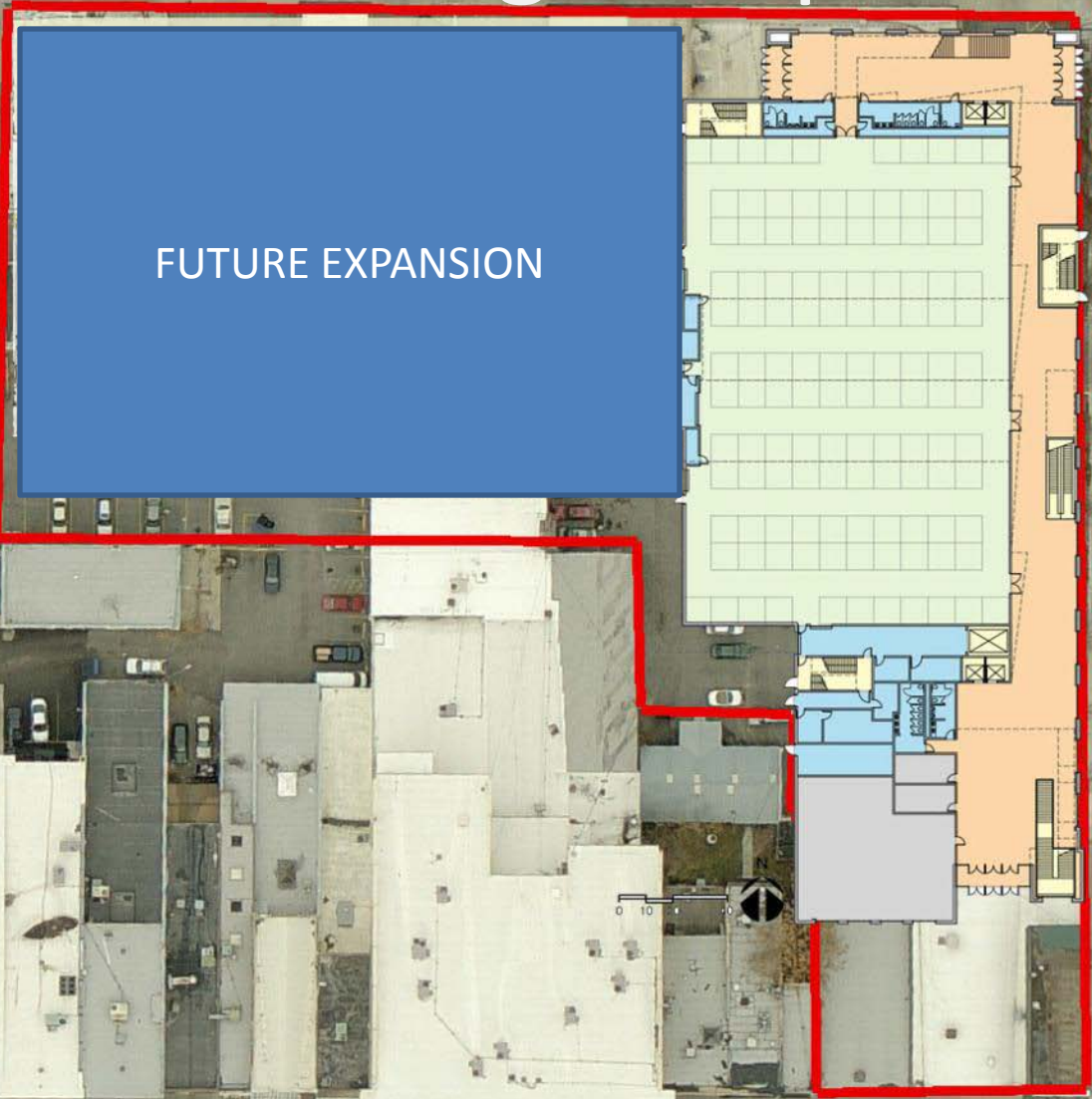
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Printed on Jul 01, 2009 by patrickw

100 NORTH Building Footprint

300
WEST

200
WEST

CENTER STREET



N 89°39'49" W 480.19'

100 NORTH

S 89°39'49" E 397.68'

N 89°39'49" W 397.68'

104,536 SQ/FT

S 0°18'3" W 506.27'

N 0°18'25" E 199.47'

S 0°18'3" W 399.01'

N 89°40'28" W 231.76'

N 0°19'2" E 74.86'

N 0°19'2" E 398.94'

S 0°19'2" W 398.94'

N 0°19'2" E 506.18'

N 89°40'28" W 50.86'

N 0°19'2" E 24.69'

N 89°40'28" W 11.50'

S 89°40'28" E 397.56'

N 89°40'28" W 100.50'

CENTER STREET

S 89°40'28" E 480.05'

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of January, 2010, by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY, and _____, hereinafter referred to as PROVIDER.

WITNESSETH

WHEREAS, COUNTY desires to obtain services related to a geotechnical investigation and report for the construction site of the proposed Utah County Convention Center, and further to obtain such services in accordance with Utah State Law; and

WHEREAS, PROVIDER is willing to provide such services for COUNTY in consideration of receiving such fees and other considerations as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section 2, the PROVIDER agrees to provide services as specified in the specifications attached hereto as Exhibit A, and as set forth in PROVIDER'S proposal attached hereto as Exhibit B, both of which are incorporated herein by this reference.

2. COMPENSATION

- a. In exchange for services listed in Section 1, COUNTY will pay PROVIDER in accordance with the terms set forth in Exhibit B, or such other amount as modified in accordance the terms hereof.
- b. Financial increases to this AGREEMENT must be approved by the County Commission before any additional work is authorized or performed

3. SUPERVISION.

COUNTY is interested only in the results to be achieved under this AGREEMENT.

In the performance of the work herein contemplated, PROVIDER has the authority to control the services and treatment rendered.

4. TERM RENEWAL

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified herein.

5. GOVERNING LAW.

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah.

6. AMENDMENTS

No oral modifications or amendments to this AGREEMENT shall be effective, but such may be modified or amended by a written agreement signed by the parties.

7. ASSIGNMENT

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

8. SUCCESSORS IN INTEREST

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

9. INDEMNIFICATION

PROVIDER shall defend, indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) PROVIDER'S, its subcontractors, agents or employees performance of this AGREEMENT or their provision of any services required herein to be performed by PROVIDER or its subcontractor, agents or employees, and (b) any act or omission of PROVIDER, or its subcontractor, agents or employees. PROVIDER shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

10. INDEPENDENT PROVIDER

- a. PROVIDER states and affirms that he is acting as an independent PROVIDER, holding himself out to the general public as an independent PROVIDER for other work or contracts as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- b. The parties intend that an independent PROVIDER relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of COUNTY for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use PROVIDER exclusively. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.
- c. Both parties agree that PROVIDER shall be deemed an independent PROVIDER in the

performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

11. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

12. INSURANCE

- a. PROVIDER agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 per occurrence. This coverage shall provide liability insurance to cover the activities of PROVIDER including PROVIDER'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. Prior to commencement of work, PROVIDER shall furnish a Certificate of Insurance to COUNTY evidencing that PROVIDER has this insurance in place.
- b. Prior to commencement of work, PROVIDER shall furnish a Certificate of Insurance to COUNTY evidencing that PROVIDER has Workers Compensation Insurance for the PROVIDER, all PROVIDER'S subcontractors, and all employees of the PROVIDER and/or subcontractors.

13. LEGAL

PROVIDER shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

14. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

15. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall

be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

16. WARRANTY

PROVIDER warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of PROVIDER'S profession, and in conformance with the terms hereof.

17. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date listed above.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

STEVE WHITE, Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

By: _____
Deputy Utah County Attorney

PROVIDER

By: