

Approve contract with Thiele Geotech for street project

**VILLAGE OF WATERLOO  
RESOLUTION NO. 12-11-23-06**

**WHEREAS**, Julie Ogden, Street Superintendent, has approached the Board of Trustees with a need to have Thiele Geotech perform services for the street improvement project; and

**WHEREAS**, the Board of Trustees is in agreement with Ogden that the attached quote for services is necessary for the street improvement project.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:**

**THAT**, the geotechnical services quote is hereby approved to be completed by Thiele Geotech in the amount of \$8,950.00.

PASSED THIS 11 DAY OF December, 2023

ATTEST:

Melissa Smith  
Melissa Smith  
Clerk



[Signature]  
Chairperson



13478 Chandler Road  
Omaha, Nebraska 68138-3716  
402.556.2171 Fax 402.556.7831  
www.thielegeotech.com

December 8, 2023

Julie Ogden, P.E.  
JEO Consulting Group  
1937 N Chestnut Street  
Wahoo, NE 68066

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION  
WATERLOO PAVEMENT EVALUATION  
VARIOUS LOCATIONS, WATERLOO, NEBRASKA**

Dear Ms. Ogden:

Enclosed is our proposal for geotechnical exploration related to the proposed pavement reconstruction and overlay project at various locations in Waterloo, Nebraska. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has extensive experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,  
**Thiele Geotech, Inc.**

A handwritten signature in black ink that reads 'Heath E. Cutler'.

Heath E. Cutler, P.E.  
Senior Project Engineer

Enclosure

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\WATERLOO PAVEMENT EVALUATION.DOCX

**Geotechnical Exploration Proposal  
Waterloo Pavement Evaluation  
Various Locations  
Waterloo, Nebraska  
December 8, 2023**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the referenced project. The following sections detail our understanding of the project, our proposed scope of services, and the cost of the study. The contract terms are attached in Exhibit A. This proposal will be held open for a period of 45 days from the above date.

**PROJECT DESCRIPTION**

Our understanding of the project is based upon information provided by JEO Consulting Group.

The project consists of evaluating the existing roadway pavements throughout Waterloo, Nebraska. The project will ultimately consist of providing pavement recommendations and observations. At the time of this proposal, the main option under consideration for pavement remediation is an asphalt overlay. Select areas identified with more significant deterioration, such as Dyers Road, will be considered for complete removal and replacement with full-depth pavement.

Based on previous experience in the area, the subgrade soils on the site are primarily expected to consist of man-placed fill or alluvial deposits.

**SCOPE OF SERVICES**

Our proposed geotechnical exploration will consist of test borings to obtain geologic information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various subgrade soil, and a report of geotechnical engineering recommendations.

We will be responsible for the layout of coring locations, contacting Nebraska One-Call for public utility locates, and coordination of traffic control for lane closures. A third-party company will be subcontracted to provide traffic control for lane closures, which may include flagging. Work along main streets will be restricted between the hours of 9:00 am to 3:00 pm daily to avoid high traffic hours. All drill rigs and support trucks will use amber lights. Coring locations will be modified as necessary to avoid utilities and/or areas of limited access.

We propose to conduct a total of 23 pavement cores spaced across the site and at strategic locations. See attached Exhibit A for proposed coring locations. A single Shelby tube sample will be taken of the subgrade soil at thirteen (13) pavement core locations, with 3 on Dyers Road and 10 scattered throughout the rest of the site. Holes will be backfilled with aggregate and pavement patched with asphalt.

A laboratory testing program will then be established to evaluate the engineering properties of the various subgrade soils. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the soils, and index property tests for classification.

Our report will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for pavement overlay and reconstruction.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

**ESTIMATED COST & SCHEDULE**

Based on the indicated work scope, we propose a lump sum fee of \$8,950 for the geotechnical exploration. If additional work is authorized by the client due to unforeseen subsurface conditions or due to a change in scope, additional drilling, testing, and/or engineering will be provided at our normal fee schedule rates or for an agreed lump sum fee.

Approximately 6 to 8 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

**ADDITIONAL SERVICES**

Subsequent to completion of the geotechnical exploration report, additional services are often required that are not included in the above estimate. These include consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

**EXHIBITS**

Exhibit A – Proposed Coring Locations

Exhibit B – General Conditions (JEO Master Services Agreement, 5/13/14)

**THIELE GEOTECH, INC.**

By: Raeanna C.D. Thiele

Raeanna C. D. Thiele

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: Village of Waterloo  
By: Melissa Smith Date: 12/11/23  
Name: Village of Waterloo  
Address: PO BOX 127  
City, State: Waterloo, NE 68069  
Phone: 402-779-2292 Fax: 402-779-3387

# Exhibit A

Proposed Coring Locations

## Legend

- Overlay Sites
- Proposed Core



## GENERAL CONDITIONS

**1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.

**2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.

**3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.

**4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, terminate further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

**5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Client will bill TG invoices to their client within 20 days of receipt of invoice from TG unless client provides notice of questions/concerns with invoice. Client agrees to pay Thiele Geotech for services on submitted invoices within 10 days of receipt of payment from client.

**6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.

**8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4)

protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.

**9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**10. LIMITATION OF LIABILITY:** In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to the amount of the applicable insurance coverage. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

**11. TERMINATION:** This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

**12. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

**13. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

**14. ASSIGNMENT:** Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

**15. PROVISIONS SEVERABLE:** In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.