

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT FOR MATERIALS TESTING FOR THE JUVENILE JUSTICE
CENTER PARKING LOT IMPROVEMENT PROJECT
AND AUTHORIZING CHAIRMAN TO SIGN SAME

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

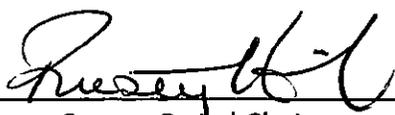
WHEREAS, Sarpy County has awarded a contract to perform the construction of the Juvenile Justice Center parking lot expansion with Oldcastle Materials Midwest Co on October 16, 2012; and,

WHEREAS, as part of the project it has been recommended that materials testing be performed for quality assurance; and,

WHEREAS, Thiele Geotech, Inc. has the ability and experience to perform the services required for materials testing.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the attached Agreement for material testing for the Juvenile Justice Center Parking Lot is hereby approved and the Chairman of such Board is hereby authorized to sign the same.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 6th day of November, 2012.

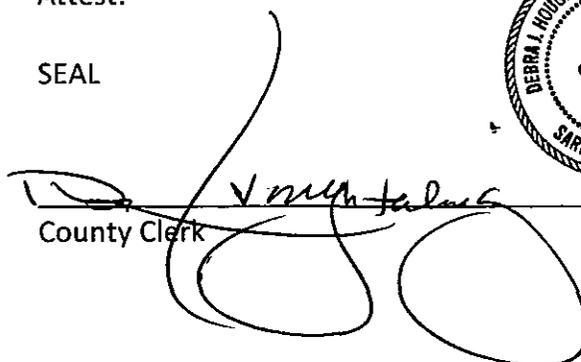


Sarpy County Board Chairman

Attest:

SEAL





County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: JJC Parking Lot Materials Testing

The County Board has previously approved the engineering services and contractor for the Juvenile Justice Center Parking Lot Improvement. As part of this project, to be paid from the Storm Water Management Grant, it is recommended the County test the material for quality assurance. The type of asphalt mix is relatively new to the Omaha area and quality testing will assist in assuring in no future problems.

Thiele Geotech has previous experience in testing this mix and therefore the attached agreement for approximately \$1,029 to \$1,240 is recommended for approval. If you have any questions, please contact me at bgarber@sarpy.com.

November 1, 2012

Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards



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

October 31, 2012

Scott Bovick
Deputy County Administrator
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

**RE: PROPOSAL FOR MATERIAL TESTING SERVICES
SARPY COUNTY JUVENILE JUSTICE CENTER PARKING LOT IMPROVEMENTS**

Dear Mr. Bovick:

Enclosed is our proposal for material testing services on the Sarpy County Juvenile Justice Center Parking Lot Improvements located near 96th and Portal Road in Sarpy County, Nebraska. The accompanying proposal describes the testing services that will be provided, the estimated cost, and the contract terms.

Thiele Geotech is a service oriented firm offering client focused geotechnical and material engineering from project start to finish. We have a capable staff who has experience with all of the testing required on this project.

Thiele Geotech is an accredited laboratory as required by virtually all governing agencies and specifications. Thiele Geotech participates in the AASHTO Materials Reference Laboratory (AMRL) program and the Cement and Concrete Reference Laboratory (CCRL) program. Our laboratory accreditation covers numerous test methods for the analysis of soils, aggregates, concrete, masonry and asphalt testing. Thiele Geotech has nationwide approval (validation) by the Department of the Army Corps of Engineers to provide construction materials testing.

We look forward to working with you on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return a signed copy to our office.

Respectfully,
Thiele Geotech, Inc.


Steven D. Weidenhammer, P.E.
Senior Consultant

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**Material Testing Proposal (#12612.00)
Sarpy County Juvenile Justice Center
Parking Lot Improvements
Sarpy County, Nebraska
October 31, 2012**

Thiele Geotech, Inc. is pleased to submit our proposal for material testing services for the Sarpy County Juvenile Justice Center Parking Lot Improvements. The following sections detail our proposed scope of services. A breakdown of estimated costs is attached in Exhibit A and the contract terms are attached in Exhibit B.

SCOPE OF SERVICES

Material testing on this project will consist of the following services:

1. Compaction tests on pavement base course
2. Sample asphalt materials
3. Appurtenant laboratory tests on aggregate and asphalt materials
4. Engineering consultation, reports, and project management

Test procedures and requirements will be as set forth in the plans and specifications. The frequency and locations of tests will be in accordance with the contract documents or as directed by the Architect/Engineer or field representative. Testing will be conducted on an "on-call" basis.

ESTIMATED COST & BILLING

Testing services will be billed monthly at the unit rates listed in Exhibit A. Any tests not listed will be billed at our normal fee schedule rates in effect at the time of the test. Based on the number of tests in Exhibit A, the total cost for testing services is estimated at \$1,029.00 to \$1,240.00. This cost estimate is not intended as a not-to-exceed or lump-sum cost. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. We will bill only for the tests actually performed, and not on any lump sum or minimum cost basis.

EXHIBITS

- Exhibit A - Cost Estimate
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By Steven D. Weidenhammer

Steven D. Weidenhammer, P.E.

13478 Chandler Road

Omaha, Nebraska 68138-3716

402/556-2171 Fax 402/556-7831

CLIENT: SARPY COUNTY

By Rusty Hiko Date: 11/6/2012

Name: Rusty Hiko, Chairman

Address: 1210 Golden Gate Drive

City, State: Papillion, NE 68046

Phone: 402-593-1568 Fax: _____

COST ESTIMATE

Description	Estimated Quantity	Unit Rate	Estimated Cost
Drainage Base Course			
Compaction Test (ea.)	4.0	30.00	120.00
Trip Charge - Zone 1 (/trip)	2.0	50.00	100.00
Standard Proctor (ea.)	1.0	150.00	150.00
Pervious Asphalt Paving			
HMA Gyratory (% AC, Gradation, MLD, MTD) /(set)	1.0	375.00	375.00
Level III Technician (/hr.)	1.5	61.00	91.50
Trip Charge - Zone 1 (/trip)	1.0	50.00	50.00
Miscellaneous			
Senior Engineer (/hr.)	1.0	143.00	143.00
		Subtotal	<u>1,029.50</u>
Contingency			
discretionary tests, retests, and other tests not listed		20%	210.00
		Total	<u><u>1,239.50</u></u>

Other Services

Any item or category not listed will be billed at our normal Fee Schedule rate in effect at the time of service.

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. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.

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 \$50,000 or TG's total fee for services rendered on this project, whichever is greater. 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.