



**CIVIL ENGINEERING AND LAND SURVEY PROPOSAL
ELK RIDGE PUBLIC IMPROVEMENTS
BLAIR, NEBRASKA**

Revised May 15, 2026

This agreement for limited professional civil engineering and land surveying services (hereinafter referred to as "Agreement") to be provided by **Ehrhart Griffin & Associates** (hereinafter referred to as "A/E") for **CITY OF BLAIR** (hereinafter referred to as **Owner**). General Conditions are attached in Exhibit "A".

ARTICLE 1

SCOPE OF SERVICES: This Scope of Services outlines the professional services required to prepare the construction drawings and specifications for the above referenced project. The scope of services is based upon the conceptual site plan previously prepared by the A/E for the platting process. The scope outline listed below is based upon a conversation with CJ Heaton, Blair Deputy City Administrator for Public Works. The preliminary layout of the public improvements, as submitted in the approved platting process, is attached as Exhibit "B" and the Conceptual Opinion of Probable Construction Cost (COPCC) attached as Exhibit "C".

Basic Scope of Services

1.1 LAND SURVEYING SERVICES were performed for platting and as such, all pertinent information will be used in preparation of the public improvement drawings. Construction staking will be the responsibility of the selected Contractor. Our survey tasks are described as:

A. Boundary Survey services are **EXCLUDED** from this scope of services.

B. Topographic Survey verifying surface grades and prior construction limits with the following specifications:

- Existing grades shall be indicated on survey drawing using contours at a one-foot interval. Such grades shall be tied in with suitable benchmark.
- Grades at edge of pavements and/or gutter line and spot elevations shall be included in the electronic drawing.
- Tree lines will be established for cluster areas and isolated trees 6" diameter and greater will be located.
- North will be oriented to top or right of drawing unless otherwise requested.
- Surfaces of streets, roads, and alleys.
- Scale to be as requested.

C. Preliminary and Final Plat were prepared under separate contact to the previous Owner.

D. Construction Staking will be the responsibility of the Contractor who wins the bidding process.

1.2 BASIC A/E DESIGN: services will include the following:

A. Preliminary Design Services were performed under separate contract to the Developer during the platting design efforts.

B. Provide Construction drawings and specifications for the following:

1. Prepare new Public Street Plan and Profile drawings for approximately 1,086 LF of pavement in accordance with City of Blair Standards.

2. Prepare Water main, Sanitary and Storm Sewer Plan and Profile drawings within said Street rights-of-way and drainage easements.
3. Prepare bidding package, arrange and lead a pre-bid meeting with interested bidders, and assist in bid opening.
4. Design **EXCLUSIONS**. Listed below are outside this scope of services and may be added, at **Owner** request. These exclusions are:
 - a. Platting or replatting efforts of the subject property, dedication of public right-of-way and/or release of easements,
 - b. Rezoning and/or zoning waivers deemed necessary by the Planning Department,
 - c. Traffic impact study,
 - d. Street lighting.
 - e. Not used
 - f. Not used,
 - g. Site irrigation system design.
 - h. Application/permit fees.
 - i. LEED accreditation services,
 - j. Railroad insurance and flagman or permitting fees,
 - k. Wetlands or jurisdictional waterway reports or documentation,
 - l. Environmental coordination regarding environmental issues or any hazardous materials on-site.
 - m. Value Engineering services which require modifications to the design.
 - n. All services not specifically included in this proposal.

- C. Prepare OPPD conduit design. The A/E will coordinate with OPPD for manhole locations and conduit size(s). The plan will be a layout plan with manhole CE's and IE's shown in a table format. Where applicable, the conduits will also be shown for reference on the sewer and water design documents.
- D. Negotiate with the adjacent property to the north for drainage and sewer easements. The fee includes meetings with the landowner, easement preparation for review by the City Attorney, and revisions as needed after the reviews are complete. Remediation efforts for any damages incurred by the landowner due to Von Loh's construction efforts are considered additional services due to the unknown nature of the topic and are thereby **EXCLUDED** from this scope of services.
- E. Per our discussion with CJ Heaton, Blair resident construction observation will be performed by the City. The A/E shall perform shop drawing reviews and attend a monthly construction progress meeting. The fee listed under Article 2, paragraph 2.1 is based upon an active 8-month construction duration.
- F. Project Management services shall include the following:
 1. Managing resources and invoicing as necessary for completion of the project.
 2. Attendance at monthly **Owner-led** construction progress meetings.

1.3 SPECIFIC ANTICIPATED REIMBURSABLE EXPENSES other than those listed below in Paragraph 2.2 will include the following:

- None anticipated at this time

1.4 SUB-CONSULTANT SERVICES will include the following:

- A. Geotechnical Investigation, services including site recommendations will be provided by Thiele Geotech as a Subconsultant to the A/E. See attached Exhibit "C" for their scope of services. All Thiele Geotech invoices shall be passed onto the Owner by the A/E without a markup.

1.5 ADDITIONAL SERVICES: Services required in addition to those listed above will be performed at the A/E's prevailing standard hourly billing rates as shown in the Standard Hourly Rate Schedule in the General Conditions - Exhibit "A".

ARTICLE 2

FEE ARRANGEMENT & SCHEDULE

2.1 PROFESSIONAL FEES: The A/E agrees to provide the above services on an hourly and hourly not to exceed (HNTE) and lump sum (LS) basis in addition to reimbursable expenses (See 2.2) as follows:

Item No.	Description	Amount	Unit
1.1B	Topographic Survey	\$2,950.00	LS
1.2B	Construction Drawings and Specifications	\$54,260.00	HNTE
1.2C	OPPD Conduit Design	\$4,800.00	HNTE
1.2D	Sewer Easement Negotiation/Preparation	\$4,650.00	HNTE
1.2E	Construction Observation Services	\$4,696.00	HNTE
1.2F	Project Management	\$4,500.00	HNTE
1.4D	Sub-Consultant Services - Thiele Geotech	\$11,525.00	LS
2.2	Reimbursables (Copies, Milage, Deliveries)	\$1,000.00	HNTE
TOTAL CONTRACT AMOUNT		\$88,381.00	

A notice to proceed or begin services will constitute an acceptance of this Contract/Proposal and the terms attached within.

Engineer may alter the distribution of compensation for individual tasks listed above, but the overall fee shall not be exceeded unless approved by the Owner. Hourly tasks will be billed as such and may exceed amount listed above.

2.2 REIMBURSABLE EXPENSES: Anticipated reimbursable expenses will include full size bond copies and mylars reproductions, in-house and express messenger deliveries, contract and in-house reproduction, postage and mileage.

2.3 PAYMENT: The A/E will bill the **Owner** on a monthly basis based on percent of work completed. Billings will be provided on dates necessary to meet the **Owner** payment approval schedule. Payment terms are 30 days net.

2.4 SCHEDULE: Engineering services schedule will be identified by the **Owner** and must be agreed to in writing by the A/E. The **Owner** shall notify the A/E of any submittal constraints in a timely manner so that appropriate scheduling may take place.

2.5 CONTRACT REPRESENTATIVE: Daniel J. Dolezal, PE of Ehrhart Griffin & Associates will serve as project manager and contact for the A/E for this project. The **Owner** shall designate a staff member to serve in a similar capacity.

2.6 UTILITY DISCLAIMER: The A/E relies on utility companies to provide information on their existing infrastructure and facilities, whether underground or above ground. The A/E is not responsible for incomplete or incorrect information provided by the utility companies and bears no legal responsibility for damages to the property Owner, Developer, Architect or other interested parties as a result of said information.

EXHIBITS:

- Exhibit "A" - General Conditions
- Exhibit "B" - Conceptual Site Plan
- Exhibit "C" - Geotechnical Engineer Contract

EGA Project No: EGA261075

VON LOH - ELK RIDGE IPUBLIC IMPROVEMENTS
BLAIR, NEBRASKA

Contracting Party

Owner:

CITY OF BLAIR

Signature: _____

By: _____

Title: _____

Date: _____

Address: 218 South 16th Street

Blair, Nebraska 68008

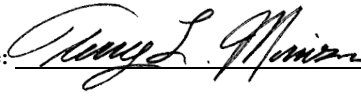
Phone: 426-4191

Fax: 426-4195

E-mail: mehrhart@cox.net

A/E:

EHRHART GRIFFIN & ASSOCIATES

Signature: 

By: Terry L. Morrison, PE

Title: Vice President

Date: _____

Address: 3552 Farnam Street

Omaha, NE 68131

PM Phone: (402) 561-2305

PM Mobile: (402) 575-8678

Office Phone: (402) 551-0631

Office Fax: (402) 551-6540

PM E-mail: tmorrison@ehrhartgriffin.com

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GENERAL CONDITIONS - EXHIBIT A

1. ACCESS TO SITE: Unless otherwise stated, the A/E will have access to the site for activities necessary for the performance of the services at all reasonable hours.

2. INDEMNIFICATION: Owner agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out or resulting from the performance of services under this Agreement, provided that any such claim, damage, loss, or expense is **not** due to the negligent acts, errors, or omissions of the A/E.

3. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Owner and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Owner and the A/E further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

4. OWNERSHIP OF DOCUMENTS: The Owner acknowledges the A/E's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all moneys due to the A/E. The Owner shall not reuse or make any modifications to the plans and specifications without the prior written authorization of the A/E. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E from any claim, liability, or cost arising out of or allegedly arising out of any unauthorized reuse or modifications of the construction documents by the Owner or any person or entity that acquires or obtains the plans and specifications from or through the Owner without the written authorization of the A/E.

5. CODES AND STANDARDS COMPLIANCE: The A/E shall put forth the reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

6. CONSTRUCTION OBSERVATION: The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents.

The Owner has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

7. DELAYS: The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by faulty performance by the Owner or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Owner agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this Agreement.

8. LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Owner and the A/E, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the A/E and their sub consultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the A/E and his or her sub consultants to all those named shall not exceed **\$100,000** or the A/E's total fee for services rendered on this project, whichever is greater. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

9. OPINIONS OF PROBABLE COST: In providing opinions of probable construction cost, the Owner understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the Contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

10. SHOP DRAWING REVIEW: The A/E shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the Contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.

11. ADA COMPLIANCE: The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Owner acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A/E, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other Federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A/E, however, cannot and does not warrant or guarantee that the Owner project will comply with the interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

12. HAZARDOUS MATERIALS: It is acknowledged by both parties that the A/E's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the A/E or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas

that may affect the performance of the A/E's services, the A/E may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the **Owner** retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

13. GOVERNING LAW: The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

14. ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written CONSENT of the other party.

15. TERMINATION: Either the **Owner** or the **A/E** may terminate this Agreement at any time with or without cause upon giving the other party (10) calendar days prior written notice. The **Owner** shall within thirty (30) calendar days of termination pay the **A/E** for all services rendered and all costs incurred up to the date of termination,

in accordance with Article 2 of this Agreement.

16. SEVERABILITY AND SURVIVAL: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles 2, 3, 4, and 8 shall survive the termination of this Agreement and shall remain enforceable between the parties.

17. STANDARD OF CARE: Services provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

18. AMENDMENT: This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

19. AUTHORIZATION: The individual signing this agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her respective principal.

STANDARD HOURLY RATE SCHEDULE:

Principal	242.00/hr.
Engineering Department Manager	242.00/hr.
Sr. Engineering Project Manager	210.00/hr.
Engineering Project Manager	150.00/hr.
Project Engineer	145.00/hr.
Design Engineer II	140.00/hr.
Design Engineer I	135.00/hr.
Engineering Technician II	130.00/hr.
Engineering Technician I	115.00/hr.
Construction Manager	150.00/hr.
Construction Observer II	105.00/hr.
Construction Observer I	95.00/hr.

Survey Department Manager	160.00/hr.
Professional Land Surveyor	145.00/hr.
Survey Technician	130.00/hr.
Survey Crew Aid	60.00/hr.
Survey Crew Chief	145.00/hr.
Survey Crew Chief W/ EDM	290.00/hr.
Survey Crew Chief W/ GPS	290.00/hr.
Survey Crew W/Drone	290.00/hr.
Office Clerical	95.00/hr.
Business Manager	95.00/hr.

REIMBURSABLE EXPENSES:

Federal/Airborne Express	35.30/ea.
Mileage	.63/mi.
Mylar Copy (24" x 36")	8.90/ea.
Mylar Copy (30"x 42")	11.00/ea.
Bond Copy (8½x11)	0.70¢/ea.
Bond Copy (8½x14)	0.80/ea.
Bond Copy (11 x 17)	0.90/ea.
Bond Copy (24 x36)	4.40/ea.
Bond Copy (30 x 42)	6.10/ea.
Color Copy (8½x11)	1.20/ea.
Color Copy (8½x14)	1.40/ea.
Color Copy (11 x 17)	3.40/ ea.
Color Copy (24x36)	6.60/ea.
Color Copy (30x42)	10.00/ea.
Scanning	1.20/sf.

NO.	DESCRIPTION	DATE	BY

as EHRHART
GRIFFIN &
ASSOCIATES

3552 Farnam Street
Omaha, Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

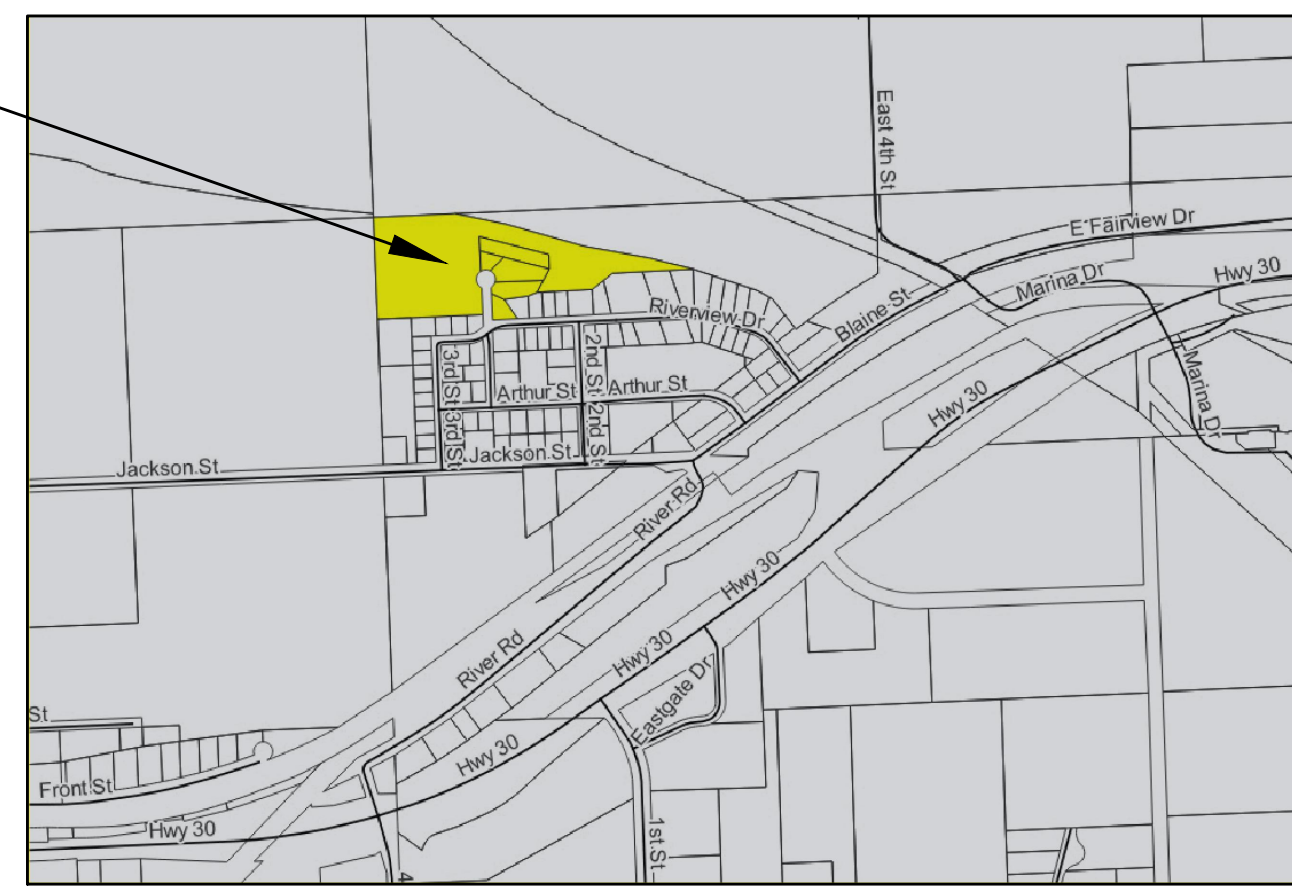
SITE UTILITY PLAN
ELK RIDGE
VON LOH TOWNHOMES

INTERSECTION OF RIVERVIEW DRIVE AND GARFIELD STREET
BLAIR, NEBRASKA

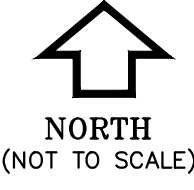
DATE: 11-14-2022
DESIGNED BY: DJD
DRAWN BY: CBC
CHECKED BY: DJD
CREW: EGA

SHEET NO.
EXHIBIT_B

SITE LOCATION



VICINITY MAP
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 7,
TOWNSHIP 18 NORTH, RANGE 12
NOVEMBER 2022
EGA PROJECT NO. 221167
SITE DEVELOPMENT: 16.2± ACRES

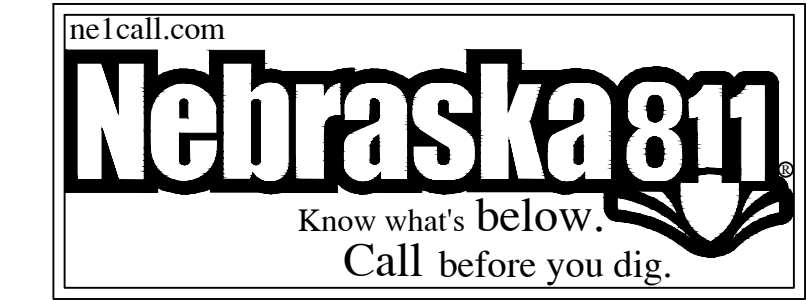


LEGEND

- PROPERTY LINE
- PROPOSED 8" SANITARY SEWER PIPE
- PROPOSED STORM PIPE
- PROPOSED CLEAN OUT
- PROPOSED 60" SANITARY SEWER MANHOLE
- X- PROPOSED WATER LINE
- P.I.V. + PROPOSED POST INDICATOR VALVE
- ▼ PROPOSED FIRE HYDRANT
- W EXISTING WATER LINE
- G EXISTING GAS LINE
- E EXISTING ELECTRIC LINE
- EXISTING STORM SEWER
- S- EXISTING SANITARY SEWER



SCALE 1" = 40'



NOTE:
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM INFORMATION PROVIDED TO US FROM UTILITY COMPANIES. UTILITY COMPANIES MAKE NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OF THE INFORMATION CONTAINED IN THEIR DOCUMENTS AND PROVIDES IT ONLY AS GENERAL INFORMATION TO THE RECEIVER. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL "DIGGERS HOTLINE" 1-800-331-5666 (STATEWIDE) PRIOR TO DIGGING.

OWNER

JUSTIN VON LOH
VON LOH INVESTMENTS LLC.
3099 GOLDEN EAGLE CIR,
BLAIR, NE 68008
justin.vonloh@gmail.com

DESIGNER

EHRHART GRIFFIN & ASSOCIATES
3552 FARNAM STREET
OMAHA, NE 68131
P: 402-551-0631
ddolezal@ehrhartgriffin.com

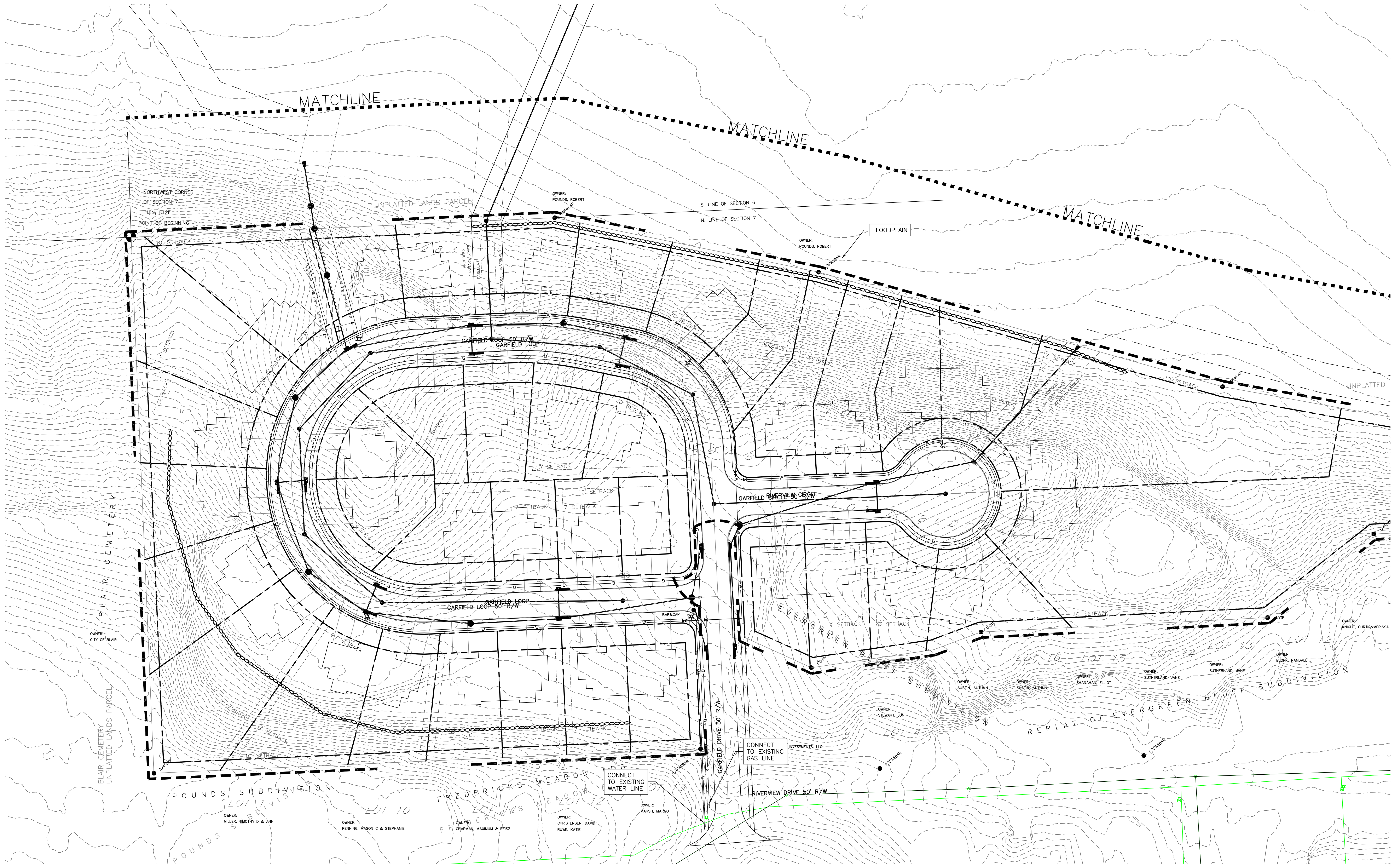




EXHIBIT C

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

May 8, 2026

Dan Dolezal, P.E.
Ehrhart Griffin & Associates
3552 Farnam Street
Omaha, NE 68131

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
ELK RIDGE DEVELOPMENT
RIVERVIEW DRIVE AND GARFIELD STREET, BLAIR, NEBRASKA**

Dear Mr. Dolezal:

Enclosed is our proposal for geotechnical exploration related to the proposed Elk Ridge development project to be located near the Riverview Drive and Garfield Street intersection in Blair, 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 blue ink that reads 'Heath E. Cutler'.

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

Enclosure

Copy: Terry Morrison, P.E. – Ehrhart Griffin & Associates

R:\PROPOSAL\GEOTECHNICAL DEPARTMENT\ELK RIDGE DEVELOPMENT.DOCX

EXHIBIT C

**Geotechnical Exploration Proposal
Elk Ridge Development
Riverview Drive and Garfield Street
Blair, Nebraska
May 8, 2026**

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 Ehrhart Griffin & Associates.

The Elk Ridge development is located north of the Riverview Drive and Garfield Street intersection and situated in the northeast corner of the City of Blair. Based on historical aerial photos, mass grading of the development previously occurred in the summer of 2024 to establish rough grades across the site. It is our understanding that during this time no compaction testing was performed and grading activities were not observed or documented. Therefore, the intent of this exploration is to evaluate if the existing fill material was placed in a structural manner in accordance with the project's compaction specifications.

Based on the original grading plans developed by Ehrhart Griffin & Associates, dated November 14, 2022, the depth of this undocumented fill material is anticipated to range from 5 to 15 feet below current existing grades. However, it is currently unknown if the rough grading was performed within acceptable tolerances of the proposed grades indicated on the grading plan.

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 letter report summarizing the exploration.

Prior to mobilization, we will contact Nebraska One-Call for public utility locates. Locations of private utilities not identified as part of the public locate are the responsibility of the Owner. Boring locations will be modified as necessary to avoid utilities and/or areas of limited access. No fieldwork will be conducted until a verification survey to determine existing grades has been completed by others.

With the anticipated soil conditions, we propose to conduct a total of 20 test borings spaced approximately 100 feet apart within the anticipated fill areas. Based on boring depths of 5 to 15 feet, a total drilling footage of up to 200 lineal feet is proposed. An additional 50 lineal feet of contingency drilling footage is included beyond this proposed amount in the event boring depths need to be increased. The borings will be sampled at 2.5-foot intervals in the top 10 feet and every 5 feet thereafter. A descriptive log of the test borings will be prepared. All borings will be backfilled with auger cuttings.

Based on the results of the test borings, a laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and density determinations to characterize the state and uniformity of the deposits and index property tests for classification. Two bulk samples will be obtained to perform Standard Proctor testing.

EXHIBIT C

Our summary letter will discuss the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; and summarize calculated compaction levels based on determined proctor values. No other engineering analysis or recommendations will be included.

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 \$11,525 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 5 to 7 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 – General Conditions

THIELE GEOTECH, INC.

By:  _____

Robert K. Lapke, P.E. – President

blapke@thielegeotech.com

13478 Chandler Road

Omaha, Nebraska 68138-3716

(402) 556-2171 Fax: (402) 556-7831

CLIENT: _____

Signed By: _____ Date: _____

Name: _____

Email: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

Accounts Payable Contact:

Accounts Payable Email:

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 identify the type and location of any privately owned subsurface utilities or structures. The client further 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, suspend 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 DAMAGES: In recognition of the relative risks, rewards, and benefits to both the Client and TG, the parties agree that the allocation of risk in this Agreement is reasonable and appropriate. Accordingly, the Client agrees that any and all damages sought from TG – whether by the Client or by any other party claiming to have relied on TG's work provided through the Client – shall be limited to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation on damages is a business understanding between the parties, voluntarily and knowingly negotiated, and applies to all theories of recovery, including but not limited to breach of contract, warranty, tort (including negligence), strict liability, statutory liability, or any other cause of action, except in cases of TG's willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.