

*** All present are expected to conduct themselves in accordance with our City's Core Values ***



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department Committee, Agency, Corporation, Quasi-Municipal Corporation or Sub-unit thereof.

Notice is hereby given that the **Community Development Authority** of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the: **COMMUNITY DEVELOPMENT AUTHORITY BOARD OF THE CITY OF WAUSAU**
Date/Time: **Wednesday, April 8, 2026 at 12:00 pm**
Location: **550 E Thomas Street, Wausau, Wisconsin 54403**
Members: **Sarah Napgezok (C), David Welles, John Wagman, Patrick Gosz, Sarah Watson, Chad Henke, Tracy D'Antonio**

AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)

1. Call the Meeting to Order
2. Discussion and Possible Action on Funktion Design Studio Architectural Services Change Order #3 for 405 S 8th Avenue, Wausau
3. Discussion and Possible Action on Proposal Received for Soil Boring at 405 S 8th Avenue Wausau - Giles Engineering Associates, Inc.
4. Adjournment

Sarah Napgezok, Chair

This Notice was posted at City Hall and emailed to the Media on Thursday, April 2, 2026 at 8:00 am. Questions regarding this agenda may be directed to Randy Fifrick, Community Development Director at 715-261-6684

Any person wishing to offer public comment who does not appear in person to do so, may e-mail Juli Birkenmeier at juli.birkenmeier@wausauwi.gov with "Community Development Authority Board Meeting Public Comment" in the subject line a minimum of 2 hours prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The message related to agenda items received prior to the meeting will be provided to the Chair.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

It is possible that members of, and possible a quorum of members of other committees of the City of Wausau may be in attendance at the above mentioned meeting to gather information. No action will be taken by any such group at the above mentioned meeting other than the committee specifically referred to in this notice.

Other Distribution: City Website, Alderpersons, Board Members, Mayor



MEMO

TO: Wausau CDA Board
FROM: Randy Fifrick, Development Director
DATE: April 1, 2026
RE: Change Orders for 405 S 8th Ave Multi-Family Project

City staff, along with the Funktion Design Team, Northcentral Construction, and REI Engineering, conducted a site walk to review existing conditions and discuss potential risks associated with subsurface soil conditions. Based on observations and discussion, additional geotechnical investigation is recommended to reduce uncertainty and limit potential liability to the City.

The site appears to consist primarily of sand, and City Public Works staff indicated that excavation to approximately five (5) feet below grade encountered only sandy soils. However, concerns remain regarding the potential presence of undocumented fill or existing foundations that could impact construction. An approach of testing soils during excavation was evaluated; however, testing agencies have indicated they cannot reliably verify subsurface conditions using this method. As a result, neither the design team nor the contractor can confirm that subsurface conditions are suitable for construction without formal testing.

Without completing soil borings, the City could assume liability for future structural or site-related issues, as the contractor would likely not be responsible for problems arising from unknown subsurface conditions. For this reason, the design team recommends proceeding with geotechnical soil borings as the only reliable method to assess subsurface conditions and eliminate unknowns.

A proposal has been received from Giles Engineering Associates to conduct a Geotechnical Engineering Exploration and Analysis for a cost of \$4,880. This work includes a minimum of three (3) soil borings, with the potential for additional borings depending on time available in the field. In addition, Funktion has submitted a proposal for additional services totaling \$2,500, which includes \$1,000 for Funktion and \$1,500 for REI Engineering. These services will cover the review of geotechnical findings and incorporation of any necessary adjustments into the project design. These costs would be covered by contingency funds set aside for the project.

Upon authorization, Giles Engineering Associates will proceed with the borings and analysis. The design team will then review the final geotechnical report with the project's structural and civil engineers to determine whether any design adjustments are required. While no immediate engineering changes are anticipated, the findings could influence foundation or site design.

Recommendation

Staff recommends proceeding with the geotechnical soil borings and associated design services, for a total estimated cost of \$7,380, to better understand site conditions, mitigate risk, and ensure appropriate design and construction moving forward.





1806 Woodland Ridge Road
Wausau, WI 54403
Melody 715-571-8122
melody@funktiondesignstudio.com

ADDITIONAL SERVICES PROPOSAL

April 1, 2026

Juli Birkenmeier
Assistant Director
Wausau Community Development Authority
550 E. Thomas Street
Wausau, WI 54403

Subject: 25.008 Wausau Community Development Authority Multifamily New Construction Project at 405 S 8th Avenue, Wausau, WI - Proposed Professional Services

This is an Additional Services Proposal for services to be provided by Funktion Design Studio, LLC under our current contract #25.008 CDA Multifamily Project

SCOPE OF SERVICES

Additional scope of services related to the existing site conditions. The contractor has requested that soil borings be performed on site due to the unexpected amount of sand present on site suggesting that the site has a considerable amount of fill that could affect the bearing capacity on the building foundation and paving sections, resulting in future foundation issues or failures.

Attached is the direct proposal from Giles Engineering Associates, Inc, for the soil borings that will be invoiced to the City directly. Funktion Design Studio, LLC consulting partners have expended additional time in executing the site RFI's from the contractor and securing the soil boring company, we are requesting an additional time and material scope to assist with the results of the soil borings as it relates to the site preparation and construction. Funktion Design Studio Team has prepared the following proposed additional services for your review and acceptance.

The estimated fees quoted below are for architectural, civil, and structural to review the soil boring results and implement any potential design changes, REI site observation to ongoing construction contractor RFI's.

Basis for Compensation

The professional services fee represents the effort required by Funktion Design Studio, LLC Design Team to provide the services described for the project. We have accounted for the required tasks to support the proposed additional professional services as outlined within this proposal. Opinion of Probable Cost Compensation will be based on our standard hourly billing rates on a time and material basis for the base services as outlined under the scope of services.

Funktion Design Studio, LLC:	\$ 1,000
<u>REI Engineering:</u>	<u>\$ 1,500</u>
Total Professional Additional Service	\$ 2,500

Giles Engineering Associates, Inc. – \$4,880 (Contracted directly to the City of Wausau Community Development Authority)

Additional Services

We can provide additional services as may be required and will provide a Proposal for such services upon request.

Reimbursable Expenses

Reimbursable expenses are in addition to the Compensation above which will apply to the Consultant acting in the interest of this project.

Client Responsibilities

The Client shall provide, or make available, all relevant information and data pertaining to this project to the Consultant. The Client shall also provide access to all private and public property which is required for the Consultant to perform their services.

Standard Consultant Provisions

Included as part of this Agreement are our Standard Agreement Provisions, which are, hereby, made a part of this Agreement.

ACCEPTANCE

If the terms of this Proposal are acceptable, please sign both copies of this Proposal. Return one signed copy to our office for our files and as our authorization to begin work. This proposal is valid for Ten (10) days.

We look forward to the opportunity to be of service.

Sincerely,



**Melody Hamlin, AIA
Funktion Design Studio, LLC**

ACCEPTED BY:

Wausau Community Development Authority

Signature: _____

Title: _____

Date: _____

Funktion Design Studio. LLC

Standard Agreement Provisions

1. Billings and Payments

Funktion Design Studio. LLC (Consultant) will provide Client with monthly invoices. Payment is due upon receipt. Amounts unpaid after 30 days will bear interest of 1.5% per month (18% annually) until paid.

2. Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

3. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the date of this agreement.

4. Force Majeure

"The term "Force Majeure" shall include, with limitation by the following enumeration: acts of God or Nature, acts of civil or military authority, terrorism, fire, accidents, pandemic outbreaks, power shortage, telecommunication or data communication, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Agreement. If any party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operation. If only the CONSULTANT is impacted by Force Majeure and more than 60 days has elapsed then the CLIENT shall be entitled to exercise any remedies otherwise provided for in this Agreement, including termination for default."

5. Hazardous Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

6. Indemnification

The Consultant agrees to indemnify and hold harmless the City of Wausau, its employees, officers, volunteers, elected and appointed officials against all damages or liabilities arising directly from the Consultant's and/or any of its subconsultant's negligent performance of the services under this Agreement.

7. Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants (hereinafter jointly referred to as "Consultant") to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant for the entire Project which is the subject of this Agreement, regardless of how limited in scope the services under this Agreement may be, shall not exceed the limits of the insurance referenced in the contract.

8. Opinion of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

9. Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

10. Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

11. Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies, (also known as hard copies) which are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

13. Insurance Provisions

Workers Compensation and employers' liability

Workers' Compensation - Statutory

Employers Liability

Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

Commercial general liability

Occurrence	\$1,000,000
Damage to Rented Premises	\$1,000,000
Medical Expenses	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Automobile liability

Automobile Liability Combined Single Limit	\$1,000,000
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Umbrella liability

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Professional Liability Insurance

Per Claim	\$1,000,000
Aggregate	\$1,000,000

14. WAIVER

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same of any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

15. INDEPENDENT CONTRACTOR STATUS

Consultant agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

16. NON-DEBARMENT CLAUSE

Consultant hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Consultant further agrees and certifies that this clause shall be included in any subcontract of this contract.

17. GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or contract, subcontract, or any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

18. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. Consultant shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work, storage yard, or its conduct.

19. NOTICES

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand and/or first-class post to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party:

If delivered by First class post, 5 days from the date of posting; and

If delivered by hand, on the date of such delivery

Notices will be sent to:

Funktion Design Studio, LLC
ATTN: Melody Hamlin
Managing Partner
1806 Woodland Ridge Road
Wausau, WI 54403

Wausau Community Development Authority
ATTN: Juli Birkenmeier
Assistant Director
550 E. Thomas Street
Wausau, WI 54403

20. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representation, writings, negotiations or understandings with respect hereto.

21. ASSIGNMENT OR SUBCONTRACT

This contract may not be assigned or subcontracted by Consultant without the written consent of the City

22. AMENDMENTS

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

23. SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.



GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

• Dallas, TX
• Los Angeles, CA
• Milwaukee, WI

April 1, 2026

Wausau Community Development Authority
550 E. Thomas Street
Wausau, WI 54403

Attention: Juli Birkenmeier
Assistant Director

Proposal for: Geotechnical Engineering Exploration and Analysis
Multi-Family Development
405 S. 8th Avenue
Wausau, Wisconsin
Proposal No. 1GP-2603100-R

Dear Ms. Birkenmeier:

Giles Engineering Associates, Inc. ("Giles") is pleased to submit this proposal to conduct a *Geotechnical Engineering Exploration and Analysis* for the proposed multi-family development. The *Geotechnical Engineering Exploration and Analysis* will include a geotechnical subsurface exploration program, geotechnical laboratory services, and geotechnical engineering. Service areas are briefly discussed herein and are based on our understanding and assumptions about the proposed project. The purpose of the *Geotechnical Engineering Exploration and Analysis* is to provide geotechnical-related recommendations regarding the proposed building.

GEOTECHNICAL SUBSURFACE EXPLORATION PROGRAM

Three test borings are planned to be conducted at the proposed site. Each boring is planned to be advanced to ± 20 feet below-ground. Therefore, the project will include ± 60 lineal feet of drilling and sampling. Depending on the subsurface conditions that are encountered, it might be necessary to perform additional test borings or extend the test borings deeper than planned; however, additional fieldwork will only be conducted after receiving authorization to proceed. Tree clearing is not included in this proposal, and it is assumed the test boring locations will be accessible.

The field exploration at the test borings will consist of performing a Standard Penetration Test (SPT) in general accordance with ASTM D-1586 specifications at 2½-foot intervals to 10 feet and 5 feet thereafter, and/or at each major change in subsurface characteristics. The SPT test determines a Standard Penetration Resistance value ("N-Value"), used to develop geotechnical-related design parameters.

Boreholes from the test borings will be backfilled; however, the backfill material might settle or heave, creating a hazard that can injure people and animals. Test boring areas should, therefore, be carefully and routinely monitored by the property owner or by others; settlement or heave of backfill materials should be repaired immediately. Giles will not monitor or repair boreholes.

This proposal does not include the use of special OSHA or hazardous drilling techniques or drill-crew protection. Complete rights-of-entry and access to the site are expected to be provided to us and our subcontractors (if any) as a function of this proposal.

Excess soil from the test borings will be left in the area of the test borings or will be hauled by wheelbarrow to an onsite location specified by our client. Offsite disposal of excess soil will be at an extra cost.

Prior to drilling, Diggers Hotline[®], the public utility locator service, will be contacted to “clear” the project area for public utilities. Even with this service, “private” utilities (which are typically not identified by the public utility locator) could exist in the project area. A private utility locator cost can be provided to help locate unknown private utility lines, if requested. It is important to note that even with a private utility locator service, unknown private utilities could be damaged. Giles will not be responsible for damage to any unknown or unmarked underground utilities.

GEOTECHNICAL LABORATORY SERVICES

Soil samples that are retained from the test borings will be classified using descriptive terms and particle-size criteria and by using the Unified Soil Classification System (ASTM D 2488) as a general guide. The classifications will be noted on the *Test Boring Logs* that will be included in the report. Field-related information pertaining to the test borings will also be shown on the *Test Boring Logs*.

Giles’ “standard” testing program is planned for this project. This testing program consists of performing unconfined compression (without measured strain), penetrometer resistance, vane shear, and moisture content testing on select soil samples. The test results will be reported on the *Test Boring Logs* that will be included in the report. If specialized laboratory testing is needed, it will only be conducted after receiving authorization to proceed.

GEOTECHNICAL ENGINEERING SERVICES

Results of the *Geotechnical Subsurface Exploration Program* and the results of the *Geotechnical Laboratory Services* will be used to develop geotechnical recommendations for the proposed development. The recommendations will be provided in a geotechnical report that will be signed and sealed by a professional engineer. The report will include the following items, along with other recommendations that may be appropriate.

- A general description of the field and laboratory procedures will be provided in the report. The report will also include a *Test Boring Location Plan*, which will illustrate approximate locations of the test borings.
- The report will include a general description of the subsurface conditions at the test boring locations, including the soil and groundwater conditions. Groundwater conditions will be estimated based on the colors and moisture conditions of retained soil samples, and the depth to groundwater within the test borings if groundwater is encountered.

- Geotechnical-related recommendations will be provided regarding the type or types of foundations economically suitable for the proposed building, including appropriate design parameters and estimated total and differential settlements.
- Geotechnical recommendations will be provided regarding the use of ground-bearing floor slabs for the proposed structure, where applicable. A *Modulus of Subgrade Reaction* value will be provided in the report for design of ground-bearing floor slabs.
- Site preparation recommendations will be provided along with recommendations for subgrade improvement if subgrade improvement is expected to be necessary. Construction considerations will also be addressed and will include comments regarding the reuse of excavated onsite materials as engineered fill, groundwater control, and other considerations that are applicable to the proposed project.

SPECIAL CONSIDERATIONS

Field activities will be performed with a reasonable standard of care. However, because the test borings will be conducted using heavy drilling equipment, disturbance and damage to surface materials should be expected, especially in grassy areas and where surface materials are soft, loose, or otherwise unstable. Surface materials might need to be repaired after the test borings are conducted. Giles will not repair damage and disturbance to landscaping or to other surface materials.

PROPOSED FEES

The total fee for the services outlined herein is **\$4,880.00**. Itemized costs are shown in the attached *Breakdown of Proposed Fees*. If, however, the test borings are terminated shallower than planned, the cost for the geotechnical subsurface exploration will remain the same. Post-report consultation is not included in this proposal. Additional work required over and above the proposed scope will be billed in accordance with Giles' *Schedule of Standard Fees*. The attachments listed below are part of this proposed agreement.

SCHEDULE

It is estimated that the field and laboratory services will be completed within about one to two weeks after we are authorized to proceed with the project, and the written report will likely be submitted about one week thereafter. However, the schedule depends on weather conditions, site access, and utility clearance. Giles will provide verbal updates during our services, if needed.

Geotechnical Engineering Exploration and Analysis
Proposed Multi-Family Development
Wausau, Wisconsin
Proposal No. 1GP-2603100-R
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GILES
ENGINEERING ASSOCIATES, INC.

CLOSING

Thank you for the opportunity to offer our service. We hope to work on the project. Please acknowledge receipt and acceptance of this proposal by signing and returning the *Project Authorization Form* for our files. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Grace Hill'.

Grace C. Hill
Staff Professional

A handwritten signature in blue ink, appearing to read 'Colleen Finley'.

Colleen M. Finley, P.E.
Geotechnical Department Manager

Distribution: Funktion Design Studio
Attn: Melody Hamlin (melody@funktiondesignstudio.com)

Attachments: Project Authorization Form
Breakdown of Proposed Fees
General Conditions
Important Information about This Geotechnical Engineering Proposal

© Giles Engineering Associates, Inc. 2026



Client and Billing Information

I hereby accept the proposal and authorize Giles to proceed with the scope of work as described herein.

Name:	_____
Title:	_____
Company:	_____
Address:	_____
City, State Zip:	_____
Email:	_____
Phone:	_____
Invoice Email:	_____
Purchase Order:	_____
Signature:	Date: _____

Project Contact Information (if different than Client)

Name:	_____
Title:	_____
Company:	_____
Email:	_____
Phone:	_____

Site Access/Coordination Information (if different than above)

Name:	_____
Title:	_____
Company:	_____
Email:	_____
Phone:	_____





BREAKDOWN OF PROPOSED FEES

Geotechnical Engineering Exploration and Analysis
Proposed Multi-Family Development
Wausau, Wisconsin
Proposal No. 1GP-2603100-R

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (Per Unit)	ESTIMATED TOTAL
FIELD SERVICES					
1	Mobilization of Drilling Equipment (includes per diem)	Lump Sum	LS	\$750.00	\$750.00
2	Project Coordination by Drilling Supervisor	2	Hour	\$95.00	\$190.00
3	Soil Borings (0 to 20 feet depth); Standard SPT sampling; Includes Abandonment	Lump Sum	LS	\$2,000.00	\$2,000.00
4	Additional SPT Samples	6	Each	\$20.00	\$120.00
Fee for Field Services					\$3,060.00
LABORATORY TESTING SERVICES					
1	Visual Sample Classification	21	Each	\$5.00	\$105.00
2	Standard Laboratory Testing	Lump Sum	LS	\$100.00	\$100.00
Fee for Laboratory Testing Service					\$205.00
ENGINEERING SERVICES					
1	Geotechnical Division Manager	2	Hour	\$165.00	\$330.00
2	Project Engineer	10	Hour	\$120.00	\$1,200.00
3	CAD Operator	1	Hour	\$85.00	\$85.00
Fee for Engineering Services					\$1,615.00
TOTAL ESTIMATED PROJECT COST					\$4,880.00

**GENERAL CONDITIONS OF GEOTECHNICAL, DRILLING,
ENVIRONMENTAL AND/OR MATERIALS TESTING AGREEMENT**

Proposed Multi-Family Development
Wausau, Wisconsin
Proposal No. 1GP-2603100
Page 1 of 2



GILES
ENGINEERING ASSOCIATES, INC.

SECTION 1: FORMATION OF CONTRACT – These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. (“Giles”) and the party for whom Giles is to perform its services (“Client”). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles’ services by Client, including additional work orders, shall constitute Client’s acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles’ services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles’ services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE – Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to on-site, neighboring, restricted, or prohibited areas.

SECTION 3: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 4: STANDARD OF CARE – Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 5: DELAY AND FORCE MAJEURE – Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles’ reasonable control.

SECTION 6: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 7: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after the date of Giles’ report, unless advised otherwise by Client. Further storage or transfer can be negotiated at Client’s written request. Should samples and/or materials contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples and/or materials, to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the transportation and disposal, and storage beyond 30 days. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

SECTION 8: MOLD AND ASBESTOS-CONTAINING MATERIALS (ACM) EXCLUSION – Unless expressly provided, Giles’ scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, other microbes, or ACM. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 9: INSURANCE – Giles maintains a complete insurance package, including workman’s compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of \$5,000,000.00 for each pollution incident, with an annual aggregate limit of \$5,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 10: LIMITATIONS OF LIABILITY – Client agrees to limit Giles’ total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles’ professional acts, errors or omissions, or breaches of contract to the lesser of either \$250,000.00 or four times Giles’ fee for services on the project.

SECTION 11: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 12: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles’ current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.

**GENERAL CONDITIONS OF GEOTECHNICAL, DRILLING,
ENVIRONMENTAL AND/OR MATERIALS TESTING AGREEMENT**

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GILES
ENGINEERING ASSOCIATES, INC.

SECTION 13: INVOICES AND PAYMENT – Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost.

SECTION 14: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

SECTION 15: TERMINATION – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 16: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

DRILLING or GEOTECHNICAL

SECTION 17: SITE ACCESS AND PROPERTY CARE – Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 18: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground public structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly there from, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 19: ENVIRONMENTAL – On Geotechnical projects, Environmental and Hazardous Materials will not be considered.

CONSTRUCTION MATERIALS TESTING

SECTION 20: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 21: SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property. The trenching and shoring safety shall be the full responsibility of the contractor. If a geotechnical engineer (P.E., not a technician) is brought to the site for soils evaluation, we can make recommendations for the slope of the excavated trench walls. If not, the sloping of side walls, trenching and shoring safety shall all be the full responsibility of the contractor.

ENVIRONMENTAL

SECTION 22: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client must inform Giles of any known or suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 23: GEOTECHNICAL – On Environmental and Hazardous Materials projects, Geotechnical issues will not be considered.

Important Information about This

Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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