



OFFICIAL NOTICE & AGENDA REGULAR MEETING

MEETING: Board of Public Works
DATE/TIME: Tuesday, February 3, 2026 at 10:00 AM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Eric Lindman Anne Jacobson
Maryanne Groat

1 Consideration of the minutes of the preceding meeting(s).

January 27, 2026 Regular Board of Public Works Minutes

2 Discussion and possible action.

- a. Cherry Street Lift Station Replacement: Integrity Grading & Excavating, Inc., Pay Estimate #4.
- b. 2025 Athletic Park Parking Lot Project: PGA, Inc., Final Payment.
- c. Portland Cement Concrete License: Zilisch Asphalt, LLC.
- d. Bituminous Concrete Paving License: Zilisch Asphalt, LLC.
- e. Amendment to the Agreement with Ayres Associates, Inc. for Traffic Signal Design at Grand Avenue and Townline Road and Grand Avenue and Sturgeon Eddy Road.
- f. Agreement with Becher Hoppe Associates, Inc. for Real Estate Acquisition Services related to traffic signal relocation at Grand Avenue and Townline Road and Grand Avenue and Sturgeon Eddy Road.

3 Closed Session.

- a. **Closed Session** pursuant to Wisconsin State Statute §19.85(1)(g) for the purpose of deliberating on claims.

4 Reconvene into Open Session, if necessary, to take action on Closed Session items.

5 Adjournment.

Eric Lindman, PE
Director of Public Works & Utilities

**NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER**

DATE: January 30, 2026
TIME: 3:30 PM
POSTED BY: Lori Wunsch



This meeting can be viewed on
YouTube and Channel 981 on Cable TV

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) 261-6622 or ADAServices@wausauwi.gov 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.



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov





OFFICIAL MINUTES REGULAR MEETING

MEETING: Board of Public Works
DATE/TIME: Tuesday, January 27, 2026 at 10:30 AM
LOCATION: Wausau City Hall – Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Eric Lindman Anne Jacobson
Maryanne Groat

Members Present: Eric Lindman, MaryAnne Groat, Anne Jacobson
Members Not Present:
Members Excused:
Present 3, Not Present 0, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 10:30 AM.

1 Consideration of the minutes of the preceding meeting(s).

January 7, 2026 Regular Board of Public Works Minutes.

Motion by City Attorney Jacobson, seconded by Finance Director Groat, to Approve. Motion Passed 3-0.

2 Discussion and possible action.

a. Wausau Wastewater Treatment Facility Screening Improvements: J.F. Ahern Co., Pay Estimate #10.

This pay estimate was reviewed by the consultant and Brooks. The pay estimate is in the amount of \$587,874.00. Motion by Public Works Director Lindman, seconded by Finance Director Groat, to Approve. Motion Passed 3-0.

b. 2025 Sidewalk Repair Project "A": S.D. Ellenbecker, Inc., Pay Estimate #6.

This pay estimate is in the amount of \$8,190.46. The quantities have been verified by the inspector. Motion by Public Works Director Lindman, seconded by Finance Director Groat, to Approve. Motion Passed 3-0.

c. Proposal from Quest Civil Engineers for 2026 Construction Materials Testing.

This contract is for construction materials testing with Quest. The RFP included a clause to extend the contract up to 3 years. This would be the final year. The inspectors are happy with Quest and are willing to move ahead with them again. A spreadsheet was included with prices from past years and proposed prices for 2026. Some rates went up a couple of dollars. This item would go out to RFP in 2027. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to Approve. Motion Passed 3-0.

d. Pay Estimate #21 and Pay Estimate #22 with Community Infrastructure Partners for replacement of lead service lines.

Pay Request 21 is for work done in 2025 and Pay Request 22 is for work that has started in 2026. The amount requested for Pay Request 21 is \$1,494,782.66. Motion by Public Works Director

Lindman, seconded by Finance Director Groat, to Approve Pay Request 21. Motion Passed 3-0.
The amount requested for Pay Request 22 is \$67,762.50. Motion by Public Works Director Lindman, seconded by Finance Director Groat, to Approve Pay Request 22. Motion Passed 3-0.

Groat asked if we have received our allocations for 2026. Lindman confirmed and stated there is a potential closing date for the end of April.

e. 2025 Metro Ride Drain Replacement Project: Pember Companies, Inc., Final Payment.

Work on this project is completed and was reviewed by Wesolowski and Gau. The final payment is in the amount of \$4,883.75. Motion by Public Works Director Lindman, seconded by Finance Director Groat, to Approve. Motion Passed 3-0.

f. Portland Cement Concrete Licenses: Creative Design Concrete & Masonry LLC and Fahrner Asphalt Sealers, LLC.

Jacobson has reviewed both subject licenses and moved to approve both. Motion by City Attorney Jacobson, seconded by Finance Director Groat, to Approve. Motion Passed 3-0.

g. Bituminous Concrete Paving License: Fahrner Asphalt Sealers, LLC.

Jacobson has reviewed the subject license. Motion by City Attorney Jacobson, seconded by Finance Director Groat, to Approve. Motion Passed 3-0.

3 Closed Session.

Closed Session pursuant to Section 19.85(1)(g), Wis. Stats., for the purpose of deliberating on claims.

Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to convene in closed session. Motion Passed 3-0.

4 Reconvene into Open Session, if necessary, to take action on Closed Session items.

Motion by City Attorney Jacobson, seconded by Finance Director Groat, to reconvene in open session. Motion Passed 3-0.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Approve the claim of Marathon County in the amount of \$691.52. Motion Passed 3-0.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Deny the claim of Jayne Wood in the amount of \$159.26. Motion Passed 3-0.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Deny the claim of Narvana Whitehead in the amount of \$934.38. Motion Passed 3-0.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Deny the claim of Paula Halkoski in the amount of \$499.25. Motion Passed 3-0.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Deny the claim of Paula Schultz in the amount of \$735.34. Motion Passed 3-0.

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to Deny the claim of Molly VanderGeest in the amount of \$545.96. Motion Passed 3-0.

5 Adjournment.

Motion by City Attorney Jacobson, seconded by Finance Director Groat, to Adjourn. Motion carried. Meeting adjourned at 10:50 AM.

**The recording of this meeting may be viewed on
YouTube [@CityofWausauMeetings](#)**



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov



DRAFT



CONTRACT PAY ESTIMATE

CITY OF WAUSAU, WISCONSIN

407 Grant Street
Wausau, WI 54403
Phone 715/261-6740
Fax 715/261-6759

PROJECT:	CHERRY STREET LIFT STATION REPLACEMENT	PAY ESTIMATE #4
CONTRACTOR:	Integrity Grading & Excavating, Inc. 605 Grossman Drive Schofield, WI 54476	

	TOTAL
Work completed through 12-31-25 and approved by Diane Thoune, Clark Dietz	682,100.00
Work completed to date	682,100.00
Less 5% retainage	34,105.00
Subtotal	647,995.00
Less previous payments	575,510.00
Total Pay Estimate #4	72,485.00

DATE	ITEM	PAYMENT	C.O.	PD-TO-DATE	BALANCE	AUDITED BY:
	Original Contract				825,000.00	APPROVED BY: BOARD OF PUBLIC WORKS
10-14-25	Pay Estimate #1	360,145.00			464,855.00	
11-05-25	Change Order #1		-10,613.00		454,242.00	
12-02-25	Pay Estimate #2	199,120.00			255,122.00	
01-07-26	Pay Estimate #3	16,245.00			238,877.00	
02-03-26	Pay Estimate #4	72,485.00			166,392.00	DATE: February 3, 2026



January 27, 2026

Mr. Ben Brooks
City of Wausau
407 Grant Street
Wausau, WI 54403

Re: Cherry St. Lift Station Replacement
Integrity Grading & Excavating, Inc. Pay Application No. 4

Dear Ben:

Clark Dietz, Inc. has reviewed the fourth pay request from Integrity Grading & Excavating, Inc. for the Cherry St. Lift Station Replacement project. The total amount requested on this draw is \$76,300.00 for the following costs associated with the project:

- Mobilization
- Site Utilities – installation of the piping enclosure

Less retainage, Integrity Grading & Excavating, Inc. is requesting a payment of \$72,485.00. Clark Dietz, Inc. takes no exceptions to their request and recommends payment by the City. Please contact me if you have any questions.

Sincerely,

Clark Dietz, Inc.

Diane L. Thoune, P.E.
Project Manager
E-mail: diane.thoune@clarkdietz.com

cc: Eric Lindman, P.E., City of Wausau
Lori Wunsch, City of Wausau

Progress Billing Invoice



"Grading your future with Integrity"

From: Integrity Grading & Excavating, Inc.
605 Grossman Drive
Schofield, WI 54476

To: City Of Wausau
407 Grant Street
Wausau, WI 54403-4783

Contract: 2501. Cherry St Lift Station

Invoice #: 2501.04
Date: 12/30/25
Application #: 4
Invoice Due Date: 01/29/26
Payment Terms: Net 30

Item	Description	Contract Quantity	Quantity This Perio	Quantity To Date	U/M	Unit Price	Total		Total Completed To Date
							Complete	Work Materials And Stored On-Site	
1	Mobilization	1.00	0.10	0.90	LS.	-0,000.00000	36,000.00	0.00	36,000.00
7	Site Utilities	1.00	0.15	0.95	LS.	2,000.00000	457,900.00	0.00	457,900.00

Total Billed To Date: 682,100.00
Less Retainage: 34,105.00
Less Previous Applicatio 575,510.00
Total Due This Invoice: 72,485.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 2501.04

To Owner :	City Of Wausau 407 Grant Street Wausau WI 54403-4783	Project :	2501. Cherry St Lift Station	Application No. :	4	Distribution to :	☐ Owner
				Period To :	12/31/2025		☐ Architect
				Project Nos :			☐ Contractor
							☐
							☐
From Contractor :	Integrity Grading & Excavating, Inc. 605 Grossman Drive Schofield WI 54476	Via Architect :					
Contract For :				Contract Date :			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$825,000.00
2. NET CHANGE BY CHANGE ORDERS	-\$10,613.00
3. CONTRACT SUM TO DATE	\$814,387.00
4. TOTAL COMPLETED AND STORED TO DATE	\$682,100.00
5. RETAINAGE:	
a. 5.00% of Completed Work	\$34,105.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$34,105.00
6. TOTAL EARNED LESS RETAINAGE	\$647,995.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$575,510.00
8. CURRENT PAYMENT DUE	\$72,485.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$166,392.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Integrity Grading & Excavating, Inc.

By: Amanda Boge Date: 1/7/2026

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$72,485.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month	\$0.00	-10,613.00
TOTALS	\$0.00	\$10,613.00
NET CHANGE by Change Orders		-\$10,613.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest cent.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 12/30/25

To : 12/31/25

Architect's Project No. :

Invoice : 2501.04

Contract : 2501. Cherry St Lift Station

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D + E + F)	%	Balance To Finish (C - G)	Retainage
			From Previous Application	This Period In Place					
1	Mobilization	40,000.00	32,000.00	4,000.00	0.00	36,000.00	90.00%	4,000.00	
2	Subcontractors	193,387.00	173,400.00	0.00	0.00	173,400.00	89.66%	19,987.00	
3	Erosion Control	17,000.00	13,600.00	0.00	0.00	13,600.00	80.00%	3,400.00	
4	Demolition	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
5	Site Work	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
6	Building Excavation	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
7	Site Utilities	482,000.00	385,600.00	72,300.00	0.00	457,900.00	95.00%	24,100.00	
8	Aggregates	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
9	Site Concrete CIP	6,000.00	1,200.00	0.00	0.00	1,200.00	20.00%	4,800.00	
10	Clean Up	16,000.00	0.00	0.00	0.00	0.00	0.00%	16,000.00	



CONTRACT PAY ESTIMATE

CITY OF WAUSAU, WISCONSIN

407 Grant Street
Wausau, WI 54403
Phone 715/261-6740
Fax 715/261-6759

PROJECT:	2025 ATHLETIC PARK PARKING LOT PROJECT	FINAL PAYMENT
CONTRACTOR:	PGA, Inc. 7306 Zinser Street Weston, WI 54476	

	TOTAL
Work completed through 12-31-25 and approved by project inspector Brian Petit	220,714.25
Work completed to date	220,714.25
Less 5% retainage	0.00
Subtotal	220,714.25
Less previous payments	209,678.54
Total Final Payment	11,035.71

DATE	ITEM	PAYMENT	C.O.	PD-TO-DATE	BALANCE	AUDITED BY:
	Original Contract				216,127.22	
01-07-26	Pay Estimate #1	209,678.54			6,448.68	
02-03-26	Final Payment	11,035.71			-4,587.03	
						APPROVED BY:
						BOARD OF PUBLIC WORKS
						DATE: February 3, 2026

2025 Athletic Park Parking Lot Project

PGA, Inc. - Final Payment

Line Item	Item Code	Item Description	UofM	Est. Qty.	Unit Price	Qty to Date	Total
1	201.0220.S	Grubbing	id	16	\$30.00	16.00	\$480.00
2	204.0150	Removing Curb & Gutter	Ln Ft	72	\$10.00	76.00	\$760.00
3	204.0100	Removing Concrete Pavement	Sq Yd	17	\$130.00	32.60	\$4,238.00
4	204.0155.S	Removing Concrete Sidewalk	Sq Yd	71	\$9.00	71.00	\$639.00
5	204.0245.S	Removing Storm Sewer	Ln Ft	6	\$200.00	6.00	\$1,200.00
6	205.0100	Excavation Common	Cu Yd	610	\$25.00	625.00	\$15,625.00
7	209.0100.S	Granular Backfill	Cu Yd	20	\$40.00	0.00	\$0.00
8	305.0125.S	Base Aggregate Dense 1 1/4"	Cu Yd	372	\$30.00	372.00	\$11,160.00
9	415.1090	Concrete Pavement HES 9-Inch	Sq Yd	17	\$138.89	32.60	\$4,527.81
10	416.0610	Drilled Tie Bars	Ea	30	\$9.72	16.00	\$155.52
11	416.0620	Drilled Dowel Bars	Ea	6	\$9.72	28.00	\$272.16
12	455.0605	Tack Coat	Gal	58	\$7.44	59.00	\$438.96
13	460.6224.S	HMA Pavement 4 MT 58-28 S	Ton	142	\$125.44	143.20	\$17,963.01
14	460.6225.S	HMA Pavement 5 MT 58-28 S	Ton	102	\$139.22	130.10	\$18,112.52
15	465.0120	Asphaltic Surface Driveways	Ton	11	\$275.78	11.00	\$3,033.58
16	520.8000	Concrete Collars for Pipe	Ea	1	\$1,200.00	0.00	\$0.00
17	601.0407	Concrete Curb and Gutter 18" Type	Ln Ft	416	\$46.67	414.00	\$19,321.38
18	601.0408.S	Concrete Curb and Gutter 24" Type	Ln Ft	16	\$61.11	16.00	\$977.76
19	601.0409	Concrete Curb & Gutter 30" Type A	Ln Ft	56	\$61.11	60.00	\$3,666.60
20	602.0405.S	Concrete Sidewalk 4"	Sq Ft	203	\$9.06	201.00	\$1,821.06
21	602.0415.S	Concrete Sidewalk 6"	Sq Ft	1,614	\$10.28	1,635.00	\$16,807.80
22	602.0515	Curb Ramp Detectable Warning Fie	Sq Ft	12	\$61.11	12.00	\$733.32
23	608.0412	Storm Sewer Pipe Reinforced Conc	Ln Ft	4	\$524.08	0.00	\$0.00
24	608.3012	Storm Sewer Pipe Class III-A 12-incl	Ln Ft	129	\$41.72	129.00	\$5,381.88
25	611.0535.S	Manhole Covers Type J-Special (Sto	Ea	1	\$821.64	1.00	\$821.64
26	611.0666	Inlet Covers Type Z	Ea	1	\$1,038.50	1.00	\$1,038.50
27	611.1003	Catch Basin 3-Ft Diameter	Ea	1	\$2,255.00	1.00	\$2,255.00
28	611.2004	Manhole 4-Ft Diameter	Ea	1	\$3,544.44	1.00	\$3,544.44
29	619.1000.S	Mobilization	LS	1	\$24,311.11	1.00	\$24,311.11
30	624.0100	Water	Mgal	2	\$200.00	0.00	\$0.00

Line Item	Item Code	Item Description	UofM	Est. Qty.	Unit Price	Qty to Date	Total
31	624.0200.S	Water For Seeded Areas	Mgal	4	\$300.00	0.00	\$0.00
32	625.0600.S	Topsoil, Seed and Fertilizer	Sq Yd	928	\$6.00	1,025.00	\$6,150.00
33	627.0200.S	Mulching	Sq Yd	804	\$3.00	900.00	\$2,700.00
34	628.1504	Silt Fence	Ln Ft	188	\$4.00	188.00	\$752.00
35	628.1520	Silt Fence Maintenance	Ln Ft	188	\$1.00	188.00	\$188.00
36	628.2004	Erosion Mat Urban Class I Type B	Sq Yd	125	\$5.00	125.00	\$625.00
37	628.7005	Inlet Protection Type A	Ea	1	\$200.00	1.00	\$200.00
38	628.7015	Inlet Protection Type C	Ea	1	\$200.00	1.00	\$200.00
39	643.0100.S	Temporary Traffic Control	LS	1	\$2,000.00	1.00	\$2,000.00
40	646.5220	Marking Symbol Epoxy	Ea	9	\$322.22	9.00	\$2,899.98
41	646.7020	Marking Diagonal Epoxy 6-inch	Ln Ft	259	\$11.11	259.00	\$2,877.49
42	646.8320	Marking Parking Stall Epoxy 4-inch	Ln Ft	763	\$6.67	763.00	\$5,089.21
43	652.0210	Conduit Rigid Nonmetallic Schedule	Ln Ft	111	\$30.00	111.00	\$3,330.00
44	654.0300.S	Light Pole Bases	Ea	2	\$2,925.56	2.00	\$5,851.12
45	655.0615	Electrical Wire Lighting 10 AWG	Ln Ft	120	\$18.22	120.00	\$2,186.40
46	657.0387.S	14-Foot Decorative Light Pole	Ea	2	\$5,888.89	2.00	\$11,777.78
47	659.1140.S	Decorative Light Fixture	Ea	2	\$5,888.89	2.00	\$11,777.78
48	659.1600.S	Lighting Control Node	Ea	1	\$954.44	1.00	\$954.44
49	690.0150	Sawing Asphalt	Ln Ft	44	\$3.00	64.00	\$192.00
50	690.0250	Sawing Concrete	Ln Ft	110	\$13.00	129.00	\$1,677.00
Total							\$220,714.25

AFFIDAVIT OF NO DEBTS OR LIENABLE CLAIMS

PROJECT NAME 2025 Athletic Park Parking Lot Project

DATE OF CONTRACT September 10, 2025

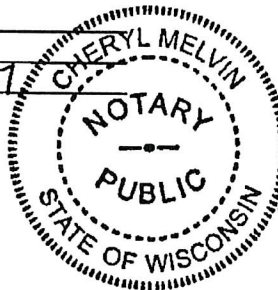
STATE OF Wisconsin
COUNTY OF Marathon

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that:

- (1) I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of the subject contract.
- (2) I know that all suppliers, subcontractors, mechanics, laborers, and craftsmen employed on the above project have been paid in full; that there is no outstanding indebtedness or claim of any kind for which any person, firm, or corporation could file or demand any claim or amount against the City of Wausau; that this affidavit is given to the City of Wausau for the purpose of obtaining the final payment from the City of Wausau on the above project.
- (3) I am herein authorized to make this affidavit; and will hold the City of Wausau harmless from any claim, demand, or liability that may be made or result against the City of Wausau for any non-payment of a claim connected with the aforesaid project.

Subscribed and sworn to before me
this 23rd day of January, 2026

[Signature]
Notary Public
State WI
County Marathon
My commission expires 9/20/27



PGA Inc

Name of Corporation, Partnership, Sole Proprietorship or Business

7306 Zinser Street, Weston, WI 54457

Address (include Street or PO Box, City, State, Zip Code)

Leah Duley

PRINT Name of Authorized Officer

[Signature]
Signature of Authorized Officer

1/23/26

Date Signed

715-355-6717

Telephone No.

Return the completed form to: City of Wausau, Engineering Department, 407 Grant Street, Wausau, WI 54403.
Final payment will be made after this form is received.

CITY OF WAUSAU PORTLAND CEMENT CONCRETE LICENSE APPLICATION AND BOND



The undersigned hereby applies for a license to construct and/or reconstruct Portland cement concrete (includes but is not limited to, sidewalks, drive approaches, curb and gutter, street surface) within public right-of-way in the City of Wausau and hereby agrees if said license is granted, to comply with the rules, regulations and specifications which have been or hereafter may be adopted by the Board of Public Works and also all ordinances of the City of Wausau applicable to Portland cement concrete work.

Name Zilisch Asphalt, LLC
Address 167601 Ringle Ave
City, State, Zip Ringle, WI 54471-5830
Phone No. (715) 574-3932
Fax No. _____
Date 01/16/2026

Submit the following required documents to the City of Wausau Engineering Department, 407 Grant Street, Wausau, WI 54403.

- ♦ Completed Application Form. Contractor's signature is REQUIRED in Part I (on reverse).
- ♦ 3-Year Bond (or \$3,000). **The bond for a license issued in 2026 must have a 2029 expiration date. A three-year (2026-2029) bond OR a continuation certificate extending an existing bond to 2029 can be submitted. The bond company must sign the back of the application form as surety in Part I, and complete and sign Part II-Affidavit, unless a Continuation Certificate is attached.**
- ♦ Current Certificate of Insurance with the following coverage: Liability and Property Damage \$500,000 each person, each occurrence, property damage, \$10,000 for medical expense (any one person); \$1 million excess limit umbrella policy. The City of Wausau must be listed as an additional insured. Ten days advance written notice of cancellation if due to non-payment of premium and thirty days advance written notice of cancellation for all other reasons is required. **An Additional Insured Policy endorsement and an Earlier Notice of Cancellation endorsement must accompany the Certificate of Insurance.**
- ♦ \$90 Application Fee

The Board of Public Works will act on the application when all documents are received. **Board of Public Works approval of the license is required prior to the commencement of any work.**

Date license approved by Board of Public Works _____
The license will remain in effect one year from the date of approval.

RECEIPT # 98901 LICENSE # 227050 DATE ISSUED _____
LICENSE CODE SP

PART I – MUST BE SIGNED BY CONTRACTOR. SURETY/BONDING COMPANY REPRESENTATIVE MUST ALSO SIGN UNLESS A CONTINUATION CERTIFICATE IS ATTACHED.

KNOW ALL MEN BY THESE PRESENTS, That we Zilisch Asphalt, LLC as principal, and West Bend Insurance Company, a corporation duly licensed to transact the surety business in Wisconsin as surety, are held and firmly bound unto the City of Wausau in the penal sum of Three Thousand Dollars (\$3,000.00), to be paid to the said City of Wausau, its successors and assigns, for which payments, well and truly to be made, we bind ourselves, and our heirs, executors and administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal be granted a license by the Board of Public Works of the City of Wausau to construct and reconstruct Portland cement concrete in public right-of-way in said City, and if said principal in that case shall **for a period of three years beginning on the first day of the month in which the work is performed**, indemnify and save harmless the City of Wausau and its Board of Public Works from any and all liability, damages, and costs caused by actionable negligence in doing such works, or by reason of failure to perform properly any contract or contracts for any such work done under authority of the said license, and shall also replace any defective work which may be discovered within such three-year period, and shall also comply with the rules, regulations and specifications which have been or hereafter may be adopted by the Board of Public Works, and all ordinances of said City applicable to Portland cement concrete work, then this obligation shall be void, otherwise it shall remain in full force and effect.

Signed, sealed and dated 01/16/2026

IN PRESENCE OF

X

(SEAL)

CONTRACTOR

X

BOND COMPANY/SURETY

By X

(Attorney-in-Fact)

Countersigned

By

(As to Surety)

(Resident Agent)

PART II – AFFIDAVIT (MUST be completed by bond company unless a Continuation Certificate is attached.)

STATE OF WI
COUNTY OF Marathon

Ryan Freager, being first duly sworn, on oath deposes and says that he/she is
Ryan Freager - Attorney in fact West Bend surety on the attached contract number
(Attorney-in-Fact or Agent) (Bonding Company)

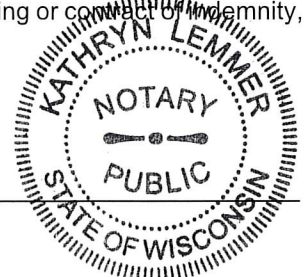
executed by Zilisch Asphalt LLC (contractor). Affiant further deposes and says that no officer, official or employee of the City of Wausau has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of the bond, undertaking or contract of indemnity, guaranty or suretyship in connection with the above-mentioned contract.

Subscribed and sworn to before me this date 1-16-26

Notary Public

County Marathon, State Wisconsin
My commission expires 4/30/2029

Attorney-in-Fact or Agent



Approved as to Form and Execution:

Date

, City Attorney

APPROVED BY BOARD OF PUBLIC WORKS

Date



Bond No. 2667014

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RYAN KREAGER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Three Thousand Dollars and Zero Cents 3,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

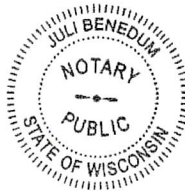
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 1st day of Jan, 2024.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kreager Insurance Services, Inc PO BOX 428		CONTACT NAME: PAMELA BROOME PHONE (A/C, No, Ext): (715) 443-3356 FAX (A/C, No): E-MAIL ADDRESS: kreager@rkreagerins.com	
MARATHON WI 54448		INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Zilisch Asphalt, LLC 167601 Ringle Ave Ringle WI 54471-9725		NAIC # 15350	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y	Y	A745646	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	A745646	03/09/2025	03/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	A745646	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A708583	03/09/2025	03/09/2026	PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	BONDS	Y	Y	NLU 2667013 & NLU 2667014	01/16/2026	01/16/2029	3,000 3,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Portland Cement Concrete
Bituminous Concrete Paving License
Earlier Notice of Cancellation endorsement included

CERTIFICATE HOLDER City of Wausau Engineering Dept 407 Grant Street Wausau WI 54403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pamela Broome
--	--

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POLICY NUMBER: A745646

COMMERCIAL GENERAL LIABILITY
WB 1450 GL 01 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization (Additional Insured):
The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and volu 407 Grant St Wausau, WI 54403-4737
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

WB1450GL Additional Insured - Not Otherwise Classified

Additional Interest Name:

The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and volunteers

POLICY NUMBER: A745646

COMMERCIAL AUTO
WB 1450 CA 01 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization (Additional Insured):
The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and vol 407 Grant St Wausau, WI 54403-4737
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

WB1450CA Additional Insured - Not Otherwise Classified

Additional Interest Name:

The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Notice of Cancellation and/or Nonrenewal to other Person(s) or Organization(s)

SCHEDULE

Name of Person(s) or Organization(s): City of Wausau - Engineering Dept		
407 Grant St Wausau, WI, 54403-4737		
Notice of Cancellation Other Than Nonpayment	Number of Days Notice	30
Notice of Cancellation Nonpayment of Premium	Number of Days Notice	10
Notice of Nonrenewal	Number of Days Notice	60
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

As indicated in the Schedule above, we will mail or deliver written Notice of Cancellation for a statutorily permitted reason and/or Notice of Nonrenewal to the person(s) or organization(s) shown.

Unless a specified number of Days Notice is shown above, the Notice of Cancellation and/or Notice of Nonrenewal does not apply.

CITY OF WAUSAU

BITUMINOUS CONCRETE PAVING LICENSE APPLICATION AND BOND



The undersigned hereby applies for a license to construct and/or reconstruct bituminous concrete pavement within public right-of-way in the City of Wausau and hereby agrees if said license is granted, to comply with the rules, regulations and specifications which have been or hereafter may be adopted by the Board of Public Works and also all ordinances of the City of Wausau applicable to bituminous concrete pavement work.

Name Zilisch Asphalt, LLC

Address 167601 Ringle Ave

City, State, Zip Ringle, WI 54471-5830

Phone No. (715) 574-3932

Fax No. _____

Date 01/16/2026

Submit the following required documents to the City of Wausau Engineering Department, 407 Grant Street, Wausau, WI 54403.

- ♦ Completed Application Form. Contractor's signature is REQUIRED in Part I (on reverse).
- ♦ 3-Year Bond (or \$3,000). **The bond for a license issued in 2026 must have a 2029 expiration date. A three-year (2026-2029) bond OR a continuation certificate extending an existing bond to 2029 can be submitted. The bond company must sign the back of the application form as surety in Part I, and complete and sign Part II-Affidavit, unless a Continuation Certificate is attached.**
- ♦ Current Certificate of Insurance with the following coverage: Liability and Property Damage \$500,000 each person, each occurrence, property damage, \$10,000 for medical expense (any one person); \$1 million excess limit umbrella policy. The City of Wausau must be listed as an additional insured. Ten days advance written notice of cancellation if due to non-payment of premium and thirty days advance written notice of cancellation for all other reasons is required. **An Additional Insured Policy endorsement and an Earlier Notice of Cancellation endorsement must accompany the Certificate of Insurance.**
- ♦ \$60 Application Fee

The Board of Public Works will act on the application when all documents are received. **Board of Public Works approval of the license is required prior to the commencement of any work.**

Date license approved by Board of Public Works _____
The license will remain in effect one year from the date of approval.

RECEIPT # 98901 LICENSE # 227051 DATE ISSUED _____
LICENSE CODE SP

PART I – MUST BE SIGNED BY CONTRACTOR. SURETY/BONDING COMPANY REPRESENTATIVE MUST ALSO SIGN UNLESS A CONTINUATION CERTIFICATE IS ATTACHED.

KNOW ALL MEN BY THESE PRESENTS, That we Zilisch Asphalt, LLC as principal, and West Bend Insurance Company, a corporation duly licensed to transact the surety business in Wisconsin as surety, are held and firmly bound unto the City of Wausau in the penal sum of Three Thousand Dollars (\$3,000.00), to be paid to the said City of Wausau, its successors and assigns, for which payments, well and truly to be made, we bind ourselves, and our heirs, executors and administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal be granted a license by the Board of Public Works of the City of Wausau to construct and reconstruct bituminous concrete pavement in public right-of-way in said City, and if said principal in that case shall **for a period of three years beginning on the first day of the month in which the work is performed**, indemnify and save harmless the City of Wausau and its Board of Public Works from any and all liability, damages, and costs caused by actionable negligence in doing such works, or by reason of failure to perform properly any contract or contracts for any such work done under authority of the said license, and shall also replace any defective work which may be discovered within such three-year period, and shall also comply with the rules, regulations and specifications which have been or hereafter may be adopted by the Board of Public Works, and all ordinances of said City applicable to Portland cement concrete work, then this obligation shall be void, otherwise it shall remain in full force and effect.

Signed, sealed and dated 01/16/2026

IN PRESENCE OF

(SEAL)

CONTRACTOR

BOND COMPANY/SURETY

By

(Attorney-in-Fact)

Countersigned

By

(As to Surety)

(Resident Agent)

PART II – AFFIDAVIT (MUST be completed by bond company unless a Continuation Certificate is attached.)STATE OF WI
COUNTY OF Manitowish

Ryan Kreyer, being first duly sworn, on oath deposes and says that he/she is West Bend Mutual surety on the attached contract number
(Attorney-in-Fact or Agent) (Bonding Company)

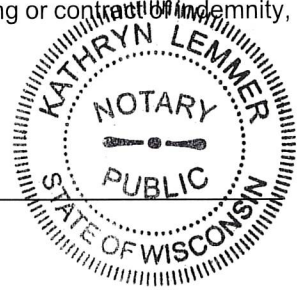
executed by Zilisch Asphalt LLC (contractor). Affiant further deposes and says that no officer, official or employee of the City of Wausau has any interest, directly or indirectly, or is receiving any premium, commission, fee or other thing of value on account of the sale or furnishing of the bond, undertaking or contract of indemnity, guaranty or suretyship in connection with the above-mentioned contract.

Subscribed and sworn to before me this date 1-16-26

Notary Public

County Manitowish, State WisconsinMy commission expires 4/30/2029

Attorney-in-Fact or Agent



Approved as to Form and Execution:

Date _____

_____, City Attorney

APPROVED BY BOARD OF PUBLIC WORKS

Date _____



Bond No. 2667013

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RYAN KREAGER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Three Thousand Dollars and Zero Cents 3,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest

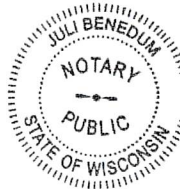
Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16 day of Jan, 26.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2026

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kreager Insurance Services, Inc PO BOX 428		CONTACT NAME: PAMELA BROOME PHONE (A/C, No, Ext): (715) 443-3356 FAX (A/C, No): E-MAIL ADDRESS: kreager@rkreagerins.com	
MARATHON WI 54448		INSURER(S) AFFORDING COVERAGE INSURER A: WEST BEND MUT INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Zilisch Asphalt, LLC 167601 Ringle Ave Ringle WI 54471-9725		NAIC # 15350	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	A745646	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE ONLY ☐ SCHEDULED NON-OWNED AUTOS ONLY	Y	Y	A745646	03/09/2025	03/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	A745646	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A708583	03/09/2025	03/09/2026	PER STATUTE ☐ OTHER ☐
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	BONDS	Y	Y	NLU 2667013 & NLU 2667014	01/16/2026	01/16/2029	3,000
	3,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Portland Cement Concrete

Bituminous Concrete Paving License

Earlier Notice of Cancellation endorsement included

CERTIFICATE HOLDER**CANCELLATION**

City of Wausau Engineering Dept 407 Grant Street Wausau WI 54403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Pamela Broome</i>

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POLICY NUMBER: A745646

COMMERCIAL GENERAL LIABILITY
WB 1450 GL 01 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization (Additional Insured):
The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and volu 407 Grant St Wausau, WI 54403-4737
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

WB1450GL Additional Insured - Not Otherwise Classified

Additional Interest Name:

The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and volunteers

POLICY NUMBER: A745646

COMMERCIAL AUTO
WB 1450 CA 01 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization (Additional Insured):
The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and vol 407 Grant St Wausau, WI 54403-4737
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

ADDITIONAL INTEREST NAME EXTENSION

An Additional Interest that requires additional space to display the complete name is shown in the schedule of this endorsement.

SCHEDULE

Form Applicable to Additional Interest:

WB1450CA Additional Insured - Not Otherwise Classified

Additional Interest Name:

The City of Wausau, its elected and appointed officials, officers, employees, authorized representatives, and volunteers

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Notice of Cancellation and/or Nonrenewal to other Person(s) or Organization(s)

SCHEDULE

Name of Person(s) or Organization(s): City of Wausau - Engineering Dept		
407 Grant St Wausau, WI, 54403-4737		
Notice of Cancellation Other Than Nonpayment	Number of Days Notice	30
Notice of Cancellation Nonpayment of Premium	Number of Days Notice	10
Notice of Nonrenewal	Number of Days Notice	60
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

As indicated in the Schedule above, we will mail or deliver written Notice of Cancellation for a statutorily permitted reason and/or Notice of Nonrenewal to the person(s) or organization(s) shown.

Unless a specified number of Days Notice is shown above, the Notice of Cancellation and/or Notice of Nonrenewal does not apply.

West Bend Mutual Insurance Company
West Bend, Wisconsin 53095
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AMENDMENT TO AGREEMENT

Amendment dated January 30, 2026

The Agreement for Professional Services made as of July 2, 2024 between City of Wausau, 407 Grant Street, Wausau, WI 54403 (OWNER) and Ayres Associates Inc, 700 Pilgrim Way, Suite 180, Green Bay, WI 54304 (CONSULTANT) is hereby amended as set forth below.

Project Background:

Ayres Associates was retained for the preliminary and final plans, specifications, and construction estimates (PS&E) for traffic signal intersection improvements at the intersections of Sturgeon Eddy Road/Grand Avenue and Townline Road/Grand Avenue.

Added Scope of Services:

- Prepare a Transportation Project Plat (TPP) for the project. TPP includes Permanent Limited Easements and Temporary Limited Easements for up to 8 parcels.
- Order and review up to eight 100-year title reports and updates.
- Appraisal stake Fee and TLE areas with wooden lath – one time, within two weeks' notice from real estate acquisition agent.
- Final stake Fee areas with iron monuments after project completion or by February 28th, 2027.

Schedule:

The work as described in the scope of services shall be completed within 20 business days of a notice to proceed.

Compensation:

The work as described in the above scope of services shall be compensated with a lump sum amount of \$17,500. The revised total compensation for the contract is \$102,000.00.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Wausau</u>	<u>Ayres Associates Inc</u>
OWNER	CONSULTANT
(Signature)	
(Typed Name)	Troy Robillard, PE
(Title)	Transportation Manager
(Date)	1/30/2026



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

January 30, 2026

Mr. Allen Wesolowski, P.E., City Engineer
City of Wausau Engineering Department
407 Grant Street
Wausau, WI 54403

Subject: Proposal Agreement for Real Estate Acquisition
Relocation of traffic signal equipment, Grand Avenue

Dear Mr. Wesolowski

Thank you for the opportunity to provide this Proposal Agreement to the City of Wausau for real estate acquisition services.

We prepared this proposal based on the current project design as shown in the Project Design Memo from December 2025.

SCOPE / DESCRIPTION

We understand that Permanent (or fee acquisition) and/or Temporary Limited Easements are needed from approximately 8 parcels for the relocation of traffic signals and/or other needed traffic signal equipment from the sidewalk to the adjacent property. Since the right of way needed is small in area and seemingly uncomplicated, it is anticipated that all offers can be made initially from a Nominal Payment Parcel Report. We are including appraisal and review appraisal services for one (1) parcel in this proposal as a time-saving measure.

Based on final plat approval and recording in February 2026 or early March 2026, this project is anticipated to take 6-8 months and have a completion date (necessary real estate obtained) of November 30, 2026.

It is possible that title issues, appraisal requests, or property owner appraisal obtainments could push out the real estate acquisition schedule. Should any title issues be uncovered in the titlework, we would recommend appraisals be completed immediately for those parcels.

Basic services to be provided by Becher-Hoppe Associates, Inc. (BHA) include the following:

1. Preparation of a Sales Study / Project Data Book
2. Preparation of a Nominal Payment Parcel Report to establish initial offers for all parcels
3. Preparation of one appraisal if needed
4. Appraisal Review Services for one appraisal if needed (to be provided by sub-consultant)
5. Negotiations in accordance with the WisDOT LPA Manual for the necessary right of way from 8 parcels (maintaining complete negotiation files, coordinating offer approvals/administrative revisions with the City of Wausau, submittal of Certification of Local Public Agency Right of Way Acquisition). Documents to be obtained from property owner include Statement to Construction Engineer, Closing Statement and Permanent



Limited Easement (or Warranty Deed if fee acquisition) / Temporary Limited Easement conveyance documents.

ADDITIONAL SERVICES

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

CLIENT RESPONSIBILITIES

Allen Wesolowski of the City of Wausau shall provide or make available all relevant information and data pertaining to this project to BHA. The Client shall also provide access to all private and public property which is required for Becher Hoppe to perform their services.

Becher-Hoppe will coordinate with the City of Wausau on the submittal (e.g. timing) of items needing review and approval by the city committees and city council. These items include: sales study and NPPR offers, Statement to Construction Engineer forms, Waiver of Appraisal forms, and any revised offers.

The City is responsible for recording fees (conveyance documents, partial release of mortgages if applicable).

COMPENSATION

Compensation for our work shall be on the basis of a lump sum fee for \$30,000. A breakdown of costs is as follows:

1. Sales Study and NPPR:	\$ 5,500
2. Negotiations for 8 parcels:	\$ 18,500
3. Appraisal and Appraisal Review for one parcel (if needed):	<u>\$ 6,000</u>
	\$ 30,000

AS-NEEDED

Any additional appraisals beyond one (1) needed will be:	\$ 3,500
Any additional review appraisals beyond one (1) needed will be:	\$ 2,500
Title Updates (unless provided by Ayres Associates):	\$ 400

ITEMS NOT INCLUDED

Conveyance document recording fees, partial release of mortgage recording fees (if applicable), property owner appraisal fees, (if applicable) and property owner appraisal review fees (if needed), and title letter report updates. These shall be the responsibility of the City of Wausau. Should any updates to the TPP be required due to unforeseen circumstances arising out of negotiations with landowners or changes in the design, these services will be provided on actual cost basis at our standard rates included in Attachment A.



PROJECT PERSONNEL

The Project Manager will be Cheryl Schroeder who may be reached at 715-845-0429 or cschroeder@becherhoppe.com. If Cheryl Schroeder is not available, your secondary contact will be Jed Mattmiller who may be reached at 715-845-0427 or jmattmiller@becherhoppe.com.

TIME FRAME

We will commence work on this Project immediately upon receipt of your accepted copy of this Proposal Agreement. We anticipate completion of our work by November 30, 2026.

STANDARD CONDITIONS

Included with this Proposal Agreement is our Standard Terms and Conditions, which are part of this Proposal Agreement for professional services. Please review the Standard Terms and Conditions.

ACCEPTANCE

If the terms of this Proposal Agreement are acceptable, please sign and return to me. This Proposal is valid for 60 days.

We look forward to the opportunity to be of service.

Sincerely,

A handwritten signature in black ink that reads "Matthew T. Graun".

Matthew T. Graun
Vice President

A handwritten signature in blue ink that reads "Cheryl R. Schroeder".

Cheryl R. Schroeder
Real Estate Specialist

P:\2025\P025.406 - Wausau - Grand Ave Real Estate\Wausau Services Proposal Grand Ave with standard provisions template.docx

ACCEPTED BY:

City of Wausau

Signature: _____

Name: _____

Title: _____

Date: _____

1. STANDARD OF CARE. Becher Hoppe's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Becher Hoppe does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed Issued by Owner are void and not binding upon Becher Hoppe. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Becher Hoppe shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Becher Hoppe will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services of this Agreement, Becher Hoppe's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Becher Hoppe or any other party encounters a Hazardous Environmental Condition, Becher Hoppe may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Becher Hoppe specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Becher Hoppe employees) or property.

5. DELAYS. If performance of Becher Hoppe's Services is delayed through no fault of Becher Hoppe, Becher Hoppe shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Becher Hoppe for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Becher Hoppe may terminate this Agreement upon seven days written notice if: a) Becher Hoppe believes that Becher Hoppe is being requested by Owner to perform services contrary to law or Becher Hoppe's responsibilities as a licensed professional; or b) Becher Hoppe's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Becher Hoppe's performance of Services; or c) Owner has failed to pay any amount due and owing to

Becher Hoppe for a period of at least 60 days. Becher Hoppe shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Becher Hoppe is supplied for the general guidance of the Owner only. Since Becher Hoppe has no control over competitive bidding or market conditions, Becher Hoppe cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Becher Hoppe shall serve as Owner's professional representative for the Services and may make recommendations to Owner concerning actions relating to Owner's contractors. Becher Hoppe specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Becher Hoppe neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION INSPECTION. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-inspection services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Unless full-time construction inspection services are provided by Becher Hoppe, the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Becher Hoppe harmless from any claims on projects where Becher Hoppe did not provide full-time construction inspection services.

10. BETTERMENT. If any Item or component of the Project is required due to omission from the construction documents, Becher Hoppe's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Becher Hoppe will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Becher Hoppe will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability Insurance coverage in amounts in accordance with legal and Becher Hoppe's business requirements. Becher Hoppe shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Becher Hoppe's interests through appropriate property and Liability Insurance, and to require its construction contractor, if any, to include Becher Hoppe as an additional Insured on Contractor's policies relating to the Project. Becher Hoppe's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Becher Hoppe each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Becher Hoppe, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Becher Hoppe, its employees, agents, and representatives, and Becher Hoppe's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Becher Hoppe, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee, or agent of Becher Hoppe shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Becher Hoppe, Becher Hoppe's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Becher Hoppe waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Becher Hoppe in connection with this Agreement are instruments of service, and Becher Hoppe shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Becher Hoppe grants Owner a license to use instruments of Becher Hoppe's services for the purpose of constructing, occupying, or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Becher Hoppe for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Becher Hoppe from all claims, damages, and expenses (including reasonable and necessary defense costs), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Becher Hoppe. Files or information in electronic media are furnished by Becher Hoppe to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Becher Hoppe will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Becher Hoppe shall retain on file, for a period of ten years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Becher Hoppe shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written Instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Becher Hoppe. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Becher Hoppe, or, if no construction documents are prepared, one year after the submittal date of Becher Hoppe's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Becher Hoppe shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Becher Hoppe agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Becher Hoppe may mutually agree to submit any dispute to mediation or binding arbitration but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Rev. 09/25



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

2026 Rate Schedule

<u>Classification</u>	<u>Hourly Rate</u>	<u>Per Diem</u>	<u>Rate</u>
Engineering Specialist	\$230	Meal-Breakfast (at IRS rate)	\$16.00
Project Engineer III	\$200	Meal-Lunch (at IRS rate)	\$19.00
Project Engineer II	\$180	Meal-Dinner (at IRS rate)	\$28.00
Project Engineer I	\$160	Travel (at IRS rate)	\$0.725/mile
Civil 3D Designer	\$180	Lodging	At Cost
Resource Manager	\$180		
Staff Engineer	\$120	<u>Field Equipment</u>	<u>Rate</u>
Engineer Intern	\$90	GPS	\$40/Hour
		Robotic Total Station	\$40/Hour
CAD Technician III	\$135	Drone	\$100/Hour
CAD Technician II	\$125	<u>Supplies</u>	<u>Rate</u>
CAD Technician I	\$115	Postage	At Cost
		Printing Materials	At Cost
Project Representative III	\$135		
Project Representative II	\$125	<u>Other</u>	<u>Rate</u>
Project Representative I	\$115	Permitting / Plan Approval Fees	At Cost
Professional Land Surveyor, PLS	\$175	Sub-consultant's Fee X	1.10
Survey Supervisor	\$155	Expert Witness Rate X	2
Survey Technician II	\$115	Overtime Rate X	1.25
Survey Technician I	\$105		
Real Estate Specialist II	\$180		
Technical Assistant	\$120		

Updated 12/29/2025

Becher-Hoppe Associates, Inc. reserves the right to adjust any portion of the rate schedule as needed to reflect the firm's salary and reimbursable expenses review practices. Invoice billing rates will be adjusted accordingly.

From: [Lois Bauer](#)
To: [Eric Lindman](#); [Anne Jacobson](#); [MaryAnne Groat](#)
Cc: [Lori Wunsch](#)
Subject: Claims for BPW
Date: Friday, January 30, 2026 9:17:39 AM

Hi,

I will have the following claim(s) to be reviewed at the Tuesday, February 3, 2026 , BPW meeting:

CLC1175 – WIDOT Damage Claims – WPD squad struck light pole.

Thank you!
Lois Bauer
Legal Secretary
City Attorney's Office
407 Grant Street
Wausau, WI 54403
Phone: 715-261-6591
Fax: 715-261-0322
lois.bauer@wausauwi.gov