



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Board of Public Works
DATE/TIME: Tuesday, April 21, 2026 at 10:30 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).

April 14, 2026 Regular Board of Public Works Minutes.

2 Discussion and possible action.

- a. Make recommendation for Statement of Qualifications for Real Estate Services, STH 52 (East Wausau Avenue) Project ID 6999-00-23. (Qualifications were opened April 14, 2026.)
- b. Make recommendation for Statement of Qualifications for Real Estate Services, Bus. 51 (Grand Avenue) Project ID 6999-02-20. (Qualifications were opened April 14, 2026.)
- c. Pay Estimate #26 with Community Infrastructure Partners for replacement of lead service lines.
- d. Portland Cement Concrete License: Potrykus Construction, LLC and Miron Construction Co., Inc.
- e. Bituminous Concrete Paving License: Miron Construction Co., Inc.

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**

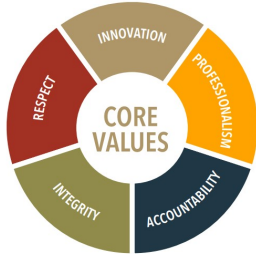
DATE: April 17, 2026
TIME: 8:45 AM
POSTED BY: Lori Wunsch



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, April 14, 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, Vincent Bonino
Members Not Present: MaryAnne Groat
Members Excused:
Present 2, Not Present 1, Excused 0

Noting the presence of a quorum, the Chairperson called the meeting to order at 10:31 AM.

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

April 8, 2026 Regular Board of Public Works Minutes.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to approve **April 8, 2026 Regular Board of Public Works Minutes**. Motion Passed 2-0.

2 Discussion and possible action.

- a.** Make recommendation for Storm Sewer Materials. (Quotations were opened April 8, 2026.)

Kraege stated the quotes were reviewed by staff. County Materials was the only one who submitted prices for concrete structures. Volm was the only one who submitted prices for the erosion control materials. Quotes were received from Ferguson and First Waterworks for Cretex Rings, HDPE pipe, and castings. The pricing was almost identical. Staff recommends purchasing these materials from Ferguson as we have a long history of working with them and are comfortable continuing to work with them. Motion by Public Works Director Lindman, seconded by Assistant City Attorney Bonino, to approve purchase of concrete items from County Materials, approve purchase of erosion control materials from Volm, and approve purchase of rings, HDPE pipe and castings from Ferguson. Motion Passed 2-0.

- b.** Open Statement of Qualifications for Real Estate Services, STH 52 (East Wausau Avenue) Project ID 6999-00-23.

Proposals were received from Becher Hoppe, Terra Venture, Jewell, MSA, Right of Way Professionals, and Corre. Staff will review the proposals and bring back a recommendation next week.

- c.** Open Statement of Qualifications for Real Estate Services, Bus. 51 (Grand Avenue) Project ID 6999-02-20.

Proposals were received from Becher Hoppe, Terra Venture, MSA, Right of Way Professionals, and Corre. Staff will review the proposals and bring back a recommendation next week.

- d.** Discussion and possible action regarding claims filed with City.

These claims were discussed at the last meeting in closed session.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to deny the claim of Scott Hagen in the amount of \$52.41. Motion Passed 2-0.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to approve the claim of Patricia Tikalsky as subrogated by Progressive Insurance Company in the amount of \$6,266.21. Motion Passed 2-0.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to deny the claim of Michael Kittelson in the amount of \$103.93. Motion Passed 2-0.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to deny the claim of Sabrina Steppert in the amount of \$301.47. Motion Passed 2-0.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to deny the claim of Alesandra Alanis in the amount of \$4,866.60. Motion Passed 2-0.

Motion by Assistant City Attorney Bonino, seconded by Public Works Director Lindman, to deny the claim of Jackie Lucht in the amount of \$781.50. Motion Passed 2-0.

3 Adjournment.

Motion by Public Works Director Lindman, seconded by Assistant City Attorney Bonino, to Adjourn. Motion carried. Meeting adjourned at 10:38 AM.

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



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



Note: In order to fill and save this form electronically, it must be opened using Adobe Reader or Acrobat software. Save a copy of the file, open Adobe Reader, select File > Open and browse for the file you saved.

State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance
 PO Box 7921
 Madison WI 53707-7921
 (608) 266-7555 FAX (608) 267-0496
dnr.wi.gov

**Request for Disbursement for Lead Service Line
 Financial Assistance Program**
 Form 8700-366 (R 07/2024) Page 1 of 2

Notice: This form is authorized by ss. 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the Department is mandatory for all applicants seeking payments from the Private Lead Service Line Program. Failure to submit a completed form to the Department shall be grounds for denial of payment. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31-19.39, Wis. Stats.]. Completed forms with supporting documentation may be emailed to: dnrcfeldisbursements@wi.gov

1. Municipality City of Wausau, WI	2. Project Number 4930-26	3. Request Number 26	4. Type of Request <input checked="" type="radio"/> Partial <input type="radio"/> Final
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Section 1: Payment Information			
Disbursement worksheet must be completed and invoices must be attached for all costs.	This Claim	For DNR Use Only	
		Adjustments	Claim Amount Paid
Force Account			
Interim Financing			
Preliminary Design/Engineering			
Engineering/Construction Management	\$169,077.32		
Construction/Equipment			
Miscellaneous Costs	\$3,958.00		
Closing Costs			
Total Requested	\$ 173,035.32		

Section 2: Private Lead Service Line Work Certification

The undersigned official hereby certifies that, for all private lead service line replacement expenditures included in this Request for Disbursement, the following requirements have been met by the Municipality:

- Build America, Buy America and use of American Iron and Steel requirements, as mandated for the U.S. Environmental Protection Agency's State Revolving Fund programs;
- All applicable state regulations, including ch. 145, Wis. Stats., SPS 382 and 384, Wis. Admin. Code;
- All applicable local ordinances and regulations;
- An environmental review has been completed and approved for each disturbance footprint, and activities complied with all applicable construction requirements;
- All lead service line replacements resulted in the complete removal of the lead service line and associated materials from the water main to the water meter within the structure.

Section 3: Municipal Certification Statement

I certify that, to the best of my knowledge, the work completed and amounts requested are in accordance with the terms of the Financial Assistance Agreement (FAA) and are eligible project activities and costs that have been incurred and have not been the basis of any previous request. I also certify that I am the municipal official authorized to complete this request and that all necessary approvals by consultants and municipal governing officials have been obtained.

- The Project complies with the Davis-Bacon and Related Acts, as applicable, which require that all laborers and mechanics employed by the contractors, and subcontractors, were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents.

Signature of Municipal Official	Date Signed
Title	Telephone Number

DO NOT WRITE BELOW THIS LINE - DNR USE ONLY			
Received Date	DNR Approval and Date	DOA Approval and Date	Project At %
PF Amount to be Released			
Comments			

Request for Disbursement for Lead Service Line Financial Assistance Program

Form 8700-366 (R 07/2024)

Section 4: LSL Replacement Reporting

Material Type:

- _____ Number of Lead Service Line Replacements
- _____ Number of Galvanized Iron/Steel Line Replacements
- _____ Number of Other (Pre-approved by DNR)

If Other Service Lines Replaced, please indicate material type: _____

Property Type:

- _____ Number of Residential Replacements
- _____ Number of School/Daycare Replacements
- _____ Number of Other than Residential/School/Daycare Replacements

Ownership Type:

- _____ Number of Private Service Line Replacements
- _____ Number of Public Service Line Replacements

Please make sure to submit with supporting invoices and worksheet to have a completed disbursement request.

Disbursement Request Form- Request for Disbursement for Lead Service Line Financial Assistance Program Supporting Worksheet

Attachment to Form 8700-366. Please see supporting invoice pdf as an attachment to this worksheet

Project Name: Wausau Lead Service Line Replacement
 Project Manager: Community Infrastructure Partners LLC
 Project Number: 4930-26
 Scope: Private & Public Lines
 Number of LSLs: 1,274
 Disbursement Request Month: Year3: March

Cost Stack	Cost
Force Account	
Interim Financing	
Preliminary Design/Engineering	
Engineering/Construction Management	\$169,077.32
Construction/Equipment	
Miscellaneous Costs	\$3,958.00
Closing Costs	

Total Reimbursement \$173,035.32

Engineering/Construction Management	\$ 13,197.32
	\$ 155,880.00
	\$ 169,077.32

Miscellaneous Costs	\$ 2,268.00
	\$ 1,690.00
	\$ 3,958.00

Contract	Total Invoiced YTD (prior to current month)	Feb-26	Mar-26	Total Invoiced
CFGI - Invoice	11,630.31		\$ 2,268.00	\$ 2,268.00
CFGI- Invoice #			INV53473	
Godfrey Kahn - Invoice	*4,307.00	1,690.00		\$ 1,690.00
Godfrey Kahn- Invoice #		981206		
DAAR Engineering - Construction Oversight- Invoiced	10,549.91		\$ 13,197.32	\$ 13,197.32
DAAR Engineering- Invoice #			00058806	
CIP- Invoiced	296,060.00		\$ 155,880.00	\$ 155,880.00
CIP- Invoice #			0326-1	
Total				\$ 173,035.32

* Invoice originally included in PayApp 25 for the 2025 project year, but will now apply to the 2026 project year (project number 4930-26)

**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 Potrykus Construction, LLC
Address 306 Liberty DR
City, State, Zip Wittenberg, WI 54499
Phone No. 715-527-8792
Fax No. _____
Date March 10, 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 # _____ LICENSE # 229646 DATE ISSUED _____
LICENSE CODE SP

BOND NUMBER \$7A 254000 3549

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 Petrykus Construction as principal, and American Alternative Insurance Corp, 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 3-10-26

IN PRESENCE OF
X [Signature] (SEAL)

CONTRACTOR
X [Signature]

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 _____
COUNTY OF _____

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

_____ executed by _____ (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 _____

Notary Public
County _____, State _____
My commission expires _____

Attorney-in-Fact or Agent

Approved as to Form and Execution:
Date _____
_____, City Attorney

APPROVED BY BOARD OF PUBLIC WORKS
Date _____

Continuation Certificate

To be attached to Bond described below, executed by American Alternative Insurance Corporation as Surety, Potrykus Construction, LLC, as Principal, and City of Wausau, as Oblige on Bond No. S7A2SU0003549.


Said Principal and said Surety hereby agree that the term thereof be and hereby is extended to the 31st day of December 2029 subject to all other provisions, conditions and limitations of said bond, upon the express condition that the Surety's liability there under during the original term of said bond and during any extended term thereof shall not be cumulative and shall in no event exceed the sum of \$3,000.00.

IN WITNESS THEREOF, the said Principal and said Surety have signed or caused the Certificate to be duly signed and their respective seals to be hereto affixed this 10th day of March 2026.

Potrykus Construction, LLC
(Principal)

By: 

American Alternative Insurance Corporation
(Surety)

By: 
Martin Moss, Attorney-in-Fact

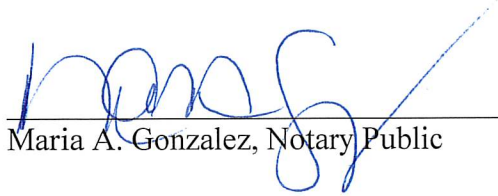


State of Illinois}
} ss.
County of DuPage}

On March 10, 2026, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Martin Moss known to me to be Attorney-in-Fact of American Alternative Insurance Corporation the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026



Maria A. Gonzalez, Notary Public



Commission No. 882909

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Martin Moss; and Stephen T. Kazmer

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Fifty Million Dollars (\$150,000,000.00). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.



By:

Cathy Smith
President

Attest:

Ignacio Rivera (Jan 9, 2026 09:58:05 EST)
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin
Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 10th day of March, 2026



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

Surety Bond Term Change Rider

To be attached to and form a part of Bond No. S7A2SU0003549

Effective: March 6, 2025

Bond Amount: \$3,000.00

Executed by: Potrykus Construction, LLC as Principal

and by: American Alternative Insurance Corporation as Surety

in favor of City of Wausau as Obligee

in consideration of the mutual agreements herein contained, the Principal and Surety hereby consent to:

TERM CHANGE:

FROM: 2025-2028

TO: 2025-2029

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: March 9, 2026

Signed and Sealed: March 31, 2026

Principal: Potrykus Construction, LLC

By:  _____

Surety: American Alternative Insurance Corporation

By:  _____
Martin Moss, Attorney-in-Fact

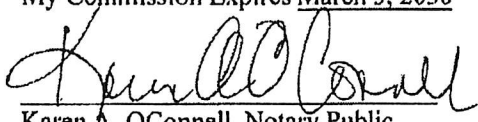


State of Illinois }
 } ss.
County of DuPage }

On March 31, 2026, before me, Karen A. O Connell, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Martin Moss known to me to be Attorney-in-Fact of American Alternative Insurance Corporation the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 5, 2030


Karen A. OConnell, Notary Public



Commission No. 1026969

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Martin Moss; and Stephen T. Kazmer

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Fifty Million Dollars (\$150,000,000.00). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.



By:

Cathy Smith
President

Attest:

Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin

Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 31st day of March, 2026



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

Client#: 2079901

POTRYCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC
INSURED: Potrykus Construction LLC
CONTACT NAME: Andrea Helmick
PHONE: 312 442-7200
INSURER(S) AFFORDING COVERAGE: EMCASCO Insurance Company, Employers Mutual Casualty Insurance Co, Underwriters at Lloyd's London

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Prof. Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Business Auto policies include an automatic Additional Insured - Primary and Non Contributory endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

(See Attached Descriptions)

CERTIFICATE HOLDER: City of Wausau Engineering Department
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.

DESCRIPTIONS (Continued from Page 1)

The General Liability policy includes ongoing and completed operations in favor of the additional insured, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

The General Liability, Business Auto, and Workers Compensation policies include a Blanket Waiver of Subrogation endorsement, when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and 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.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA 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 Department		
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
 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 Miron Construction Co., Inc.

Address 1471 McMahan Drive

City, State, Zip Neenah, WI 54956

Phone No. 920-969-7000

Fax No. _____

Date 03/20/2026

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 # _____ LICENSE # _____ DATE ISSUED _____
 LICENSE CODE SP _____

PCCLic
 Revised 12/25

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 MIRON CONSTRUCTION CO., INC. as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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 3/10/26

IN PRESENCE OF
X Rachel L. Hochmke (SEAL)

CONTRACTOR
MIRON CONSTRUCTION CO., INC.
X Timothy A. Kippenhan – President & COO

X [Signature]
Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By X Roxanne Jensen (Attorney-in-Fact)
Countersigned
By N/A (As to Surety)
(Resident Agent)

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

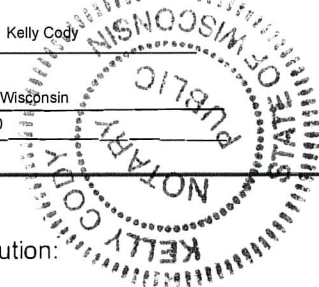
STATE OF Wisconsin
COUNTY OF Brown

Roxanne Jensen, being first duly sworn, on oath deposes and says that he/she is Attorney-in-Fact of FIDELITY AND DEPOSIT COMPANY OF MARYLAND surety on the attached contract number (Attorney-in-Fact or Agent) (Bonding Company)

executed by MIRON CONSTRUCTION CO., INC. (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 3/10/26

[Signature]
Notary Public
County Brown, State Wisconsin
My commission expires 3/10/2030



Roxanne Jensen
Attorney-in-Fact or Agent
Roxanne Jensen

Approved as to Form and Execution:
Date _____

_____, City Attorney

APPROVED BY BOARD OF PUBLIC WORKS
Date _____

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Brian KRAUSE, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Marc SACIA of Green Bay, Wisconsin**, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 03rd day of March, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
 Vice President

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 03rd day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
 Notary Public
 My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of March, 2016



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 9259229-18	Effective Date: 04/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH[®]

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 9259229-18

Effective Date: 04/01/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	60
* If a number is not shown here, 10 days continues to apply.	
** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

**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 Miron Construction Co., Inc.
Address 1471 McMahon Drive
City, State, Zip Neenah, WI 54956
Phone No. 920-969-7000
Fax No. _____
Date 03/20/2026

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 # _____ LICENSE # _____ 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 Miron Construction Co., Inc. as principal, and Fidelity and Deposit Company of Maryland, 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 3/19/2026

IN PRESENCE OF *Rachel A. Hochmide* (SEAL)
[Signature]
Witness
N/A

CONTRACTOR Miron Construction Co., Inc.
[Signature]
Timothy A. Kippenhan – President & COO
BOND COMPANY/SURETY
By *Roxanne Jensen*
(Attorney-in-Fact) Roxanne Jensen
Countersigned
By N/A (As to Surety)
(Resident Agent)

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

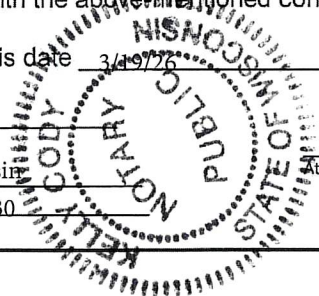
STATE OF Wisconsin
COUNTY OF Brown
Roxanne Jensen
Attorney-in-Fact
(Attorney-in-Fact or Agent)

Fidelity and Deposit Company of Maryland surety on the attached contract number
(Bonding Company)

Miron Construction Co., Inc. (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 3/19/26

Notary Public *[Signature]* Kelly Cody
County Brown, State Wisconsin
My commission expires 3/10/2030



Roxanne Jensen
Attorney-in-Fact or Agent Roxanne Jensen, Attorney-in-Fact

Approved as to Form and Execution:
Date _____
_____, City Attorney

APPROVED BY BOARD OF PUBLIC WORKS
Date _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Brian KRAUSE, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Marc SACIA of Green Bay, Wisconsin**, its true and lawful agent and Attorney-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 and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 03rd day of March, A.D. 2025.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 03rd day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of March, 2026



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 9259229-18

Effective Date: 04/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Blanket Notification to Others of Cancellation or Non-Renewal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 9259229-18	Effective Date: 04/01/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	60
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

From: [Lois Bauer](#)
To: [Eric Lindman](#); [Anne Jacobson](#); [MaryAnne Groat](#); [Vincent Bonino](#)
Cc: [Lori Wunsch](#)
Subject: Claims for BPW
Date: Wednesday, April 15, 2026 10:01:57 AM

Hi,

I will have the following claim(s) to be reviewed at the Tuesday, April 21, 2026, BPW meeting:

CLC1185 – American Family Ins. subrogated claim on behalf of Kara Blank – plow truck hit parked car.

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