



OFFICIAL NOTICE & AGENDA REGULAR MEETING

MEETING: Board of Public Works
DATE/TIME: Tuesday, July 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).

July 14, 2026 Regular Board of Public Works Minutes.

2 Discussion and possible action.

- a. Open bids and make recommendation for the 2026 City Hall and Fire Department Concrete Project.
- b. Equiflow Lead Service Line Replacement Project: Community Infrastructure Partners, Change Order #7 with Five Star Energy Services, Inc.
- c. Pay Estimate #30 with Community Infrastructure Partners for replacement of lead service lines.
- d. Pay Estimate with Community Infrastructure Partners for the Outreach Grant Program for work completed in June.
- e. Amendment to the agreement with REI for Thomas Street Corridor Area A Site Investigation.
- f. Amendment to the agreement with REI for the 2026 Riverfront Parking Lot.
- g. 2026 Asphalt Patching Project: Zilisch Asphalt LLC, Pay Estimate #3.

3 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: July 17, 2026
TIME: 8:00 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, July 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, Anne Jacobson, Season Welle
Members Not Present:
Members Excused:
Present 3, Not Present 0, Excused 0

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

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

July 8, 2026 Regular Board of Public Works Minutes.

Motion by City Attorney Jacobson, seconded by Assistant Finance Director Welle, to approve
July 8, 2026 Regular Board of Public Works Minutes. Motion Passed 3-0.

2 Discussion and possible action.

a. 2024 Street Construction Project "B" - Eau Claire Boulevard: Haas Sons, Inc., Final Payment.

This is to close out the project and release the retainage. Approval is recommended. Motion by Public Works Director Lindman, seconded by Assistant Finance Director Welle, to approve the final payment in the amount of \$10,000. Motion Passed 3-0.

b. 2025 Water Treatment Plant Demo: The MRD Group, Inc., Pay Estimate #5.

This project is moving along. Approval of the pay request is recommended. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to approve Pay Estimate #5 in the amount of \$92,150.00. Motion Passed 3-0.

c. 2025 Sidewalk Repair Project "A" - S.D. Ellenbecker, Inc., Final Payment.

Motion by Public Works Director Lindman, seconded by Assistant Finance Director Welle, to approve the final payment in the amount of \$5,000.00.

City Attorney Jacobson questioned if there was a concern with the negative balance. City Engineer Wesolowski explained this is for work completed to date. Work was added to the project, but it is still within the budget. Motion Passed 3-0.

d. 2026 Asphalt Patching Project: Zilisch Asphalt LLC, Pay Estimate #2.

Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to approve Pay Estimate #2 in the amount of \$17,568.18. Motion Passed 3-0.

e. 2026 Street Construction Project "A" - Stark Street: Switlick & Sons, Inc., Change Order #2.

Project Engineer Nicksich explained that just outside the north and south project limits, there were newer precast catch basins, but the riser rings were degraded. The contractor removed the rings, added a 12" riser and adjusted it with Cretex Rings so this would not have to be done at a later date. Approval of the change order is recommended. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to approve Change Order #2 in the

amount of \$2,250.00. Motion Passed 3-0.

f. 2026 Street Construction Project "A" - Stark Street: Switlick & Sons, Inc., Pay Estimate #3.

Approval of the pay estimate is recommended. Motion by City Attorney Jacobson, seconded by Assistant Finance Director Welle, to approve Pay Estimate #3 in the amount of \$314,284.41. Motion Passed 3-0.

g. 2026 Street Construction Project "B" - North 8th Ave: Switlick & Sons, Inc., Pay Estimate #3.

This pay estimate is for work done in the intersection of Bridge Street and 8th Avenue. Approval is recommended. Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to approve Pay Estimate #3 in the amount of \$23,589.24. Motion Passed 3-0.

h. Amendment to the Agreement with Walker Consultants regarding the Jefferson Street Parking Ramp.

City Engineer Wesolowski explained that Walker is the consultant for this project. The project was bid last year and overran into this year. There were changes to the way the EIFS and exterior finish are being installed. Walker is asking for additional hours to finish the work with the contractor. City Engineer Wesolowski feels it is reasonable since the contract ran long. The amendment is for \$6,550.00, which is an estimate. They will not bill over this amount, and if they use less they will bill less. Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to approve the amendment to the agreement with Walker Consultants. Motion Passed 3-0.

3 Closed Session.

a. Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) for the purpose of considering and deliberating on pre-qualification statements for the 2026 City Hall and Fire Department Concrete Project.

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

The Board of Public Works convened into Closed Session.

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

Motion by City Attorney Jacobson, seconded by Public Works Director Lindman, to reconvene into open session. Motion Passed 3-0.

Motion by Public Works Director Lindman, seconded by City Attorney Jacobson to approve the following bidders for the 2026 City Hall and Fire Department Concrete Project:

8PINE, Inc., Shawano
Concrete Creations of WI, Inc. Ringle
Norcon Corporation, Schofield
Pember Companies, Inc., Menomonie
Vinton Construction Company, Manitowoc

Motion Passed 3-0.

5 Adjournment.

Motion by Public Works Director Lindman, seconded by City Attorney Jacobson, to adjourn. Motion carried. Meeting adjourned at 10:42 AM.

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



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



DRAFT

CHANGE ORDER # 7

CHANGE ORDER DATE OF ISSUANCE: JULY 2, 2026
OWNER: COMMUNITY INFRASTRUCTURE PARTNERS
CONTRACTOR: FIVE STAR ENERGY SERVICES, INC.
PROJECT: Equiflow Lead Service Line Replacement Project

FIVE STAR ENERGY SERVICES, LLC, a Wisconsin limited liability company ("Contractor"), agrees to perform for COMMUNITY INFRASTRUCTURE PARTNERS LLC, a Delaware limited liability company ("Owner") and the CITY OF WAUSAU ("City") the services ("Services") described below for the Equiflow Lead Service Line Replacement Project ("Project"), for the fees ("Fees") set forth below. The Services shall be performed within the project area ("Project Area") defined below, subject to and upon the terms and conditions set forth in the Lead Service Line Replacement Master Contract dated May 16, 2024, by and between Contractor and Owner ("Contract"), as amended by that certain change order dated June 23, 2025 ("Change Order #1"), September 3, 2025 ("Change Order #2"), September 24, 2025 ("Change Order #3"), February 27, 2026 ("Change Order #4"), April 6, 2026 ("Change Order #5), and June 17, 2026 ("Change Order #6), which Contract is hereby amended to incorporate this Change Order dated as of July 2, 2026 ("Change Order #7"), which shall include any special terms and conditions set forth herein. Notwithstanding anything contained to the contrary in the Contract, the Contract is hereby revised to add or remove (as noted below) the following for 2025:

PROJECT AREA: Census Tracts 1, 4, 5, 6.01, 6.02, 7, & 8

DESCRIPTION:

1. Update to 2025 project year line replacement pricing and quantities

			ORIGINAL CONTRACT BID AMOUNT				\$21,966,473
			Change Order #1				\$117,679
			Change Order #2				\$768,768.50
			Change Order #3				\$986,049.60
			Change Order #4				\$345,884.40
			Change Order #5				(\$4,692,443.00)
			Change Order #6				\$31,857
			Contract Amount After Change Orders #1, #2, #3, #4, #5, & #6				\$19,524,268.50
Change Order Item Description	Bid Code	Unit Price - Bid/ Previous C.O.	Unit Price - Revised	Previous Contract Qty	Revised Qty	Qty Change	Total Cost Change w/ C.O. #7

2025 Rock Adders	-	\$12,580	Various	34	17	-17	(\$258,340)
Curb Stop Replacement	2025.0004	\$1	\$1	375	3	-372	(\$372)
Extra Excavations	-	\$3,000	\$3,000	25	27	+2	\$6,000
Change Order #7 Net Contract Price Change							(\$252,712)
REVISED CONTRACT AMOUNT							\$19,271,556.50

REASON FOR CHANGE ORDER.

CIP, Five Star, and the City of Wausau seek to modify the Contract for the reasons stated below:

1. Updates to Quantities & Overall Cost

- A. Updates to quantities – The original bid for the 2025 project year included the replacement of 375 curb stops at a unit price of \$1 each. Upon completion of the 2025 work scope, only 3 curb stops were determined to require replacement; therefore, the contract quantity has been adjusted accordingly. Additionally, the original bid anticipated 34 rock excavation locations; however, only 17 locations requiring rock excavation were identified and completed within the 2025 project scope. The contract quantity for rock adders has been revised to reflect the actual work performed. Lastly, 2 additional extra excavations were completed during construction, increasing the total number of extra excavations from 25 to 27. Additional information regarding these extra excavations is provided in Exhibit 1.
- B. Updates to overall cost – In addition to the quantity adjustments noted above, an adjustment to the overall contract value is required to account for the actual costs associated with rock excavation. The \$12,580 rock adder price established in a previous change order is a maximum price, with actual costs varying based on site-specific conditions encountered at each address. As a result of numerous homes requiring less than the maximum price, this overall total cost adjustment has been included in the change order. Please refer to Exhibit 2 for the full list of the 18 rock homes completed and their relevant price points.

Once authorized, the changes described herein will cause the not-to-exceed contract price to be \$19,271,556.50. In accordance with Wis. Stat. § 62.15(1c), the revised contract price does not exceed a 15% increase over the original contract price in the May 2024 Contract (\$21,966,473).

Additionally, this Change Order is in accordance with Section 16 of the General Terms and Conditions in the May 2024 Five Star contract which specifically allows for changes to the construction work made in writing.

SPECIAL TERMS AND CONDITIONS:

Except as modified by this Change Order, the Contract and all exhibits, attachments and other documents and instruments thereto shall remain in full force and effect without modification.

AUTHORIZATION

This Change Order is approved by the City, Owner, and Contractor, and Contractor is hereby directed and authorized to proceed with the Services in accordance with the terms and conditions of the Contract, as modified by this Change Order.

OWNER:

CONTRACTOR:

COMMUNITY INFRASTRUCTURE
PARTNERS LLC

FIVE STAR ENERGY SERVICES, LLC

By: Peter Littleton

Peter Littleton

By: Richard Ballard

Richard Ballard, CFO

Date: 7/13/26
Title: Chief Operations Officer

Date: 7/10/26
Title: Director of Finance

CITY OF WAUSAU

By: _____

Date: _____
Title: _____

EXHIBIT 1

Address	Extra Excavation type	Cost	Replacement Notes
1320 N 5th St	Extra excavation to relocate utility	\$ 3,000	Existing service ran off 4th St under another resident's garage, so the decision was made with the Water Dept. to move service to 5th St.
401 N 11th St	Copper discovery - result is an extra excavation	\$ 3,000	City GIS said lead at the main and copper was found after performing a hydro, but excavation was still performed since corp. blew off once we reached the material as part of the hydro and we had to excavate it to fix it.

EXHIBIT 2

Rock Adder Addresses	Cost Incurred
1014 MCCLELLAN St	\$12,580
1106 N 2ND Av	\$12,580
1111 N 2ND Av	\$12,580
1228 N 3RD Av	\$12,580
1232 N 3RD Av	\$12,580
1240 N 3RD Av	\$12,580
1105 N 3RD Av	\$12,580
116 W RANDOLPH St	\$5,000
115 W RANDOLPH St	\$5,000
103 W RANDOLPH St	\$5,000
206 W RANDOLPH St	\$5,000
221 W RANDOLPH St	\$5,000
1516 CHERRY St	\$12,580
1417 CHERRY St	\$12,580
116 E CLAYTON St	\$12,580
1005 SPRUCE ST	\$12,580
1418 N 1ST AV	\$6,000
Total Rock Adder Costs =	\$ 169,380
Total Quantity	17
Previous C.O. Quantity	34
Previous C.O. Price	\$ 12,580
Previous Contract Total	\$ 427,720

Actual costs less previous C.O. total = \$ (258,340.00)

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: dnrcfelddisbursements@wi.gov

1. Municipality City of Wausau, WI	2. Project Number 4930-26	3. Request Number 30	4. Type of Request ☒ Partial ☐ 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	\$238,637.62		
Construction/Equipment	\$1,944,557.00		
Miscellaneous Costs	\$5,028.02		
Closing Costs			
Total Requested	\$ 2,188,222.64		

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)

Page 2 of 2

Section 4: LSL Replacement Reporting**Material Type:**

270 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:

268 Number of Residential Replacements
 Number of School/Daycare Replacements
2 Number of Other than Residential/School/Daycare Replacements

Ownership Type:

186 Number of Private Service Line Replacements
84 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 1,277
 Disbursement Request Month Year3: June

Cost Stack	Cost
Force Account	
Interim Financing	
Preliminary Design/Engineering	
Engineering/Construction Management	\$238,637.62
Construction/Equipment	\$1,944,557.00
Miscellaneous Costs	\$5,028.02
Closing Costs	

Total Reimbursement \$2,188,222.64

Construction/Equipment	\$1,163,038.25
	\$781,518.75
	\$1,944,557.00

Engineering/Construction Management	\$76,060.12
	\$162,577.50
	\$238,637.62

Miscellaneous Costs	\$2,727.00
	\$2,301.02
	\$5,028.02

Contract	Total Invoiced YTD (prior to current month)	Apr-26	May-26	Jun-26	Total Invoiced
A-1 Excavating- Invoiced	948,903.80			\$1,163,038.25	\$ 1,163,038.25
A-1 Excavating- Invoice #				A3	
Five Star Energies - 3-year contract (2026 activity)- Invoiced	64,798.20			\$ 781,518.75	\$ 781,518.75
Five Star Energies - 3-year contract (2026 activity)- Invoice #				001073	
Godfrey Kahn - Invoice		\$2,297.00	\$430.00		\$2,727.00
Godfrey Kahn- Invoice #		986412	987294		
CFG- Invoiced	18,216.93			\$2,301.02	\$ 2,301.02
CFG- Invoice #				INV57830	
DAAR Engineering - Construction Oversight- Invoiced	148,662.50			\$76,060.12	\$ 76,060.12
DAAR Engineering- Invoice #				00059222	
CIP- Invoiced	776,330.00			\$ 162,577.50	\$ 162,577.50
CIP- Invoice #				0626-1	
Total					\$ 2,188,222.64

Disbursement Request Form - Request for Disbursement for Lead Service Line Outreach Grant Program Supporting Worksheet

Attachment to Form 8700-001. 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 1,277
 Disbursement Request Month Year3: June - Outreach

Cost Stack	Cost
Force Account	
Interim Financing	
Preliminary Design/Engineering	\$22,622.19
Engineering/Construction Management	
Construction/Equipment	
Miscellaneous Costs	
Closing Costs	

Preliminary Design/Engineering	\$	5,467.32
	\$	5,902.13
	\$	11,252.74
	\$	22,622.19

Total Reimbursement \$22,622.19

Contract	Total Invoiced YTD (prior to current month)	Jun-26	Total Invoiced
Douglas & Yates- Invoiced	28,585.18	\$5,467.32	\$ 5,467.32
Douglas & Yates- Invoice #		20260454	
HOLA- Invoiced	30,040.76	\$ 5,902.13	\$ 5,902.13
HOLA- Invoice #		2026-6	
DAAR Engineering - Public Outreach- Invoiced	69,606.36	\$11,252.74	\$ 11,252.74
DAAR Engineering- Invoice #		00059222	
Total			\$ 22,622.19

INVOICE

Douglas and Yates Inc
15944 Sorawater Dr
Lithia, FL 33547-3912

lauren@douglasandyates.com
+1 (706) 248-1770



Bill to

Shawn Kerachsky
CIP - Wausau

Invoice details

Invoice no.: 20260454
Terms: Net 15
Invoice date: 06/25/2026
Due date: 07/10/2026

#	Description	Qty	Rate	Amount
1.	Project Management/Strategy	5	\$200.00	\$1,000.00
2.	Community Outreach/Engagement: LSL Project Education, Awareness, & Participation	20	\$200.00	\$4,000.00
3.	CALLFIRE INC - MAY			\$30.90
4.	VISTAPRINT - Door Hangars			\$142.40
5.	JOTFORM INC - JUNE			\$49.00
6.	WWW.MAILERLITE.COM - JUNE			\$10.00
7.	CALENDLY - JUNE			\$12.00
8.	JOTFORM INC - Annual Subscription Upgrade (From Silver to Gold Plan)			\$223.02

Total \$5,467.32

Ways to pay

BANK

Should you have questions regarding payment of our invoice, please contact us at your earliest convenience. Thank you!

View and pay

HOLA, INC.

c/o Kristi L. Parker
P.O. Box 8050
Wausau, WI 54402-8050
715-845-4336



Invoice

07/08/2026

Invoice for

Community Infrastructure Partners
John Czerwonka
john@yourcip.com

Payable to

HOLA, Inc.

Invoice No. 2026-6

Due date

08/07/2026

Budget Category Costs For June 2026:

	Qty	Unit price	Total price
Outreach Coordinator/CHW	1.00	\$4,699.03	\$4,699.03
Outreach event materials	1.00	\$390.52	\$390.52
Monthly data charges for tablets	3.00	\$35.00	\$105.00
Indirect Costs	1.00	\$707.58	\$707.58
		Total	\$5,902.13



DAAR Engineering, Inc.
330 E. Kilbourn Avenue, Tower One, Ste 1149
Milwaukee, WI 53202
(414) 225-9817 | www.daarcorp.com

July 08, 2026

Invoice No: 00059222

Pete Litteton
Community Infrastructure Partners
Corporate
East Greenwich, RI

PO Number

DAAR Project: 1856.001.2600 City of Wausau Water 2026

Professional Services from June 01, 2026 to June 30, 2026

Phase 001 Construction Oversight

Direct Labor:

	Hours	Rate	Amount	
853- Evaluate Work Operations				
Bubolz, Gregory	2.25	169.30	380.93	
Closner, Peter	179.00	59.45	10,641.55	
Drangeid, Samuel	248.75	82.71	20,574.11	
Erickson, Kole	246.25	64.62	15,912.68	
Kind, Jacob	216.00	69.79	15,074.64	
Knoeck, Ted	32.50	77.54	2,520.05	
Lacey, Shauna	1.00	155.32	155.32	
Total Direct Labor:	925.75		65,259.28	
Total Direct and Indirect:		1.0 times	65,259.28	65,259.28

Direct Expenses:

Reimbursable Mileage			1,577.84	
Reimbursable Per Diem			8,662.00	
Reimbursable Per Diem - Meals			561.00	
Total Direct Expenses:		1.0 times	10,800.84	10,800.84
Total this Phase				\$76,060.12

Phase 002 Public Involvement

Direct Labor:

	Hours	Rate	Amount	
Z9850 - Public Involvement				
Marten, Scott	116.00	93.05	10,793.80	
Total Direct Labor:	116.00		10,793.80	
Total Direct and Indirect:		1.0 times	10,793.80	10,793.80

Direct Expenses:

Reimbursable Mileage			458.94	
Total Direct Expenses:		1.0 times	458.94	458.94
Total this Phase				\$11,252.74

OUR ADDRESS HAS CHANGED! Please remit payment to **330 E. Kilbourn Avenue, Tower One, Ste 1149, Milwaukee, WI 53202**

~~Thank you for your business!

Project	1856.001.2600	City of Wausau Water 2026	Invoice	00059222
Billing Limits		Current	Prior	To-Date
Labor		76,053.08	201,090.41	277,143.49
Limit				671,068.32
Expenses		11,259.78	17,093.75	28,353.53
Limit				56,148.63
Units		0.00	84.70	84.70
Limit				1,386.00
Total Billings		87,312.86	218,268.86	305,581.72
Limit				728,602.95
Remaining				423,021.23
Total this Invoice				\$87,312.86

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Direct Labor	76,053.08	201,090.41	277,143.49		
Direct Expenses	11,259.78	17,093.75	28,353.53		
Reimbursed Cost	0.00	84.70	84.70		
Totals	87,312.86	218,268.86	305,581.72	218,268.86	87,312.86

OUR ADDRESS HAS CHANGED! Please remit payment to **330 E. Kilbourn Avenue, Tower One, Ste 1149, Milwaukee, WI 53202**

~~Thank you for your business!



July 10, 2026

KEVIN FABEL
City of Wausau
407 Grant Street
Wausau, WI 54403

SUBJECT: THOMAS STREET CORRIDOR AREA A – SITE INVESTIGATION PROPOSAL AMENDMENT

DEAR KEVIN,

Thank you for the opportunity to present this proposal for environmental consulting services for the Wisconsin Department of Natural Resources (WDNR) Environmental Repair Program (ERP) site listing associated with the properties located at 110, 118, 120, 126, 130, 134, 138, 140, and 146 East Thomas Street in the City of Wausau, Marathon County, WI.

This proposal describes adjustments to the previously provided scope of work due to changes in how the WDNR are assessing dioxin/furan impacts to soils. Due to this change, all four (4) soil boring locations sampled as part of the Phase II ESA were found to contain concentrations of dioxins/furans exceeding the WAC Chapter NR 720 Direct Contact RCLs. As such the number of soil samples proposed to be analyzed for dioxins/furans has been increased to define the degree and extent of contamination on the subject property.

Should this proposal fully meet the project needs, a professional services agreement is attached for your review and signature.

Thank you again for your time and consideration. We look forward to working with you on this project.

Sincerely,

Matthew C. Michalski

MATTHEW C. MICHALSKI
Hydrogeologist/Project Manager
REI Engineering, Inc.
MMichalski@REIengineering.com

715-675-9784

THOMAS STREET CORRIDOR – AREA A

110, 118, 120, 126, 130, 134, 138, 140, and 146 East Thomas
Street

Wausau, WI 54401
BRRTS# 02-37-598599



SITE INVESTIGATION PROPOSAL AMENDMENT

07-10-2026

PREPARED FOR • CITY OF WAUSAU

Attn: Kevin Fabel
407 Grant Street
Wausau, WI 54403

OUR STORY

REI Engineering was formed in 1991 to provide support to Northwest Petroleum Service in the fueling and service station industry. To assist in those efforts, REI's primary focus involved site surveying, site plan development, environmental services involving underground fuel tanks and fuel systems, and construction staking. Since that time, REI has expanded into a diverse group of innovative and inspired professionals who consistently exceed client expectations. We offer the ability to provide the following services for our clients:

- *Civil Engineering*
- *Development Planning*
- *Site Selection/Due Diligence*
- *Landscape Design*
- *Environmental Consulting*
- *Regulatory Compliance Consulting*
- *Emergency Response*
- *Safety Consulting*
- *Land Surveying*
- *Construction Staking*
- *Construction Engineering*
- *Construction Oversight*

OUR TEAM

Locally owned and operated under one roof within the Central Wisconsin (Wausau) Area, our team's client base includes various school districts, public entities, both state and local, and private entities such as developers, landowners, contractors, banks, attorneys, industrial, commercial, and agricultural clients. REI's staff maintains numerous licenses and certifications in the survey, civil engineering, construction, and environmental consulting industries; and we maintain knowledge of the codes and regulations that affect our clients. Abbreviated resumes of key personnel have been included following this section. In addition to our own project experts, we have aligned ourselves with a variety of subconsultants who share in our goal of providing quality and timely service to our clients. These subconsultants help expand upon the project expertise and work seamlessly with REI staff members.

OUR COMMITMENT

We always take the time to listen while focusing foremost on the client's needs, then make it a priority to deliver high quality work, responsive communication and staying within budget. This value has earned high praises resulting in many repeat clients and referrals over the years. We are always committed to delivering an effective and efficient design solution that will serve as a roadmap for the future enhancement of any project we take on.

WAUSAU CENTER MALL FORMER (BRRTS# 02-37-587769) 301 WASHINGTON AVENUE, WAUSAU, WI

REI completed a site investigation and achieved case closure with WDNR on the property located at 301 Washington Avenue in Wausau, WI. Contamination on this property was associated with historic fill placed on the property, impacted by metals, volatile organic compounds (VOCs), and polycyclic aromatic hydrocarbon (PAH). The site was granted case closure with continuing obligations associated with exceedances of the Wisconsin Administrative Code (WAC) Chapter NR720 Non-Industrial Direct Contact RCLs. Following completion of the site investigation, REI prepared a continuing obligation modification request, supervised removal of impacted soils during site redevelopment, and is in the process of preparing a post-closure documentation report documenting areas impacted soil were removed and changes in surface covers across the redeveloped portion of the site.



FONG FAMILY, LLC (BRRTS# 02-37-587441) 360 GRAND AVENUE, WAUSAU, WI

REI completed a site investigation and achieved case closure with WDNR on the property located at 360 Grand Avenue in Wausau, WI. Contamination on this property was associated with historic fill placed on the property, impacted by metals with limited locations impacted with petroleum products and chlorinated volatile organic compounds. The investigation included investigation of soil, groundwater, and vapor intrusion into the existing onsite structure. During redevelopment REI coordinated with the WDNR for modification to the continuing obligations across the site and prepared post-closure modification documentation after the building addition was completed.

PROJECT UNDERSTANDING

REI understands the City of Wausau was awarded a Wisconsin Assessment Monies (WAM) grant for completion of a Phase I Environmental Site Assessment (ESA) and Phase II ESA for four (4) distinct areas along the Thomas Street Corridor. The WDNR selected Ramboll as the provider to complete the Phase I and Phase II ESAs. Ramboll submitted a Phase II ESA Report on January 22, 2026 and the WDNR issued a Responsible Party letter to the City of Wausau associated with contamination identified in Area A. Area A includes the parcels of land associated with the property addresses 110, 118, 120, 126, 130, 134, 138, 140, and 146 East Thomas Street.

Additionally, City of Wausau and WDNR personnel held a virtual meeting to discuss results of the Phase II ESA and discuss required actions related to the Responsible Party letter issued to the City of Wausau. Based on the posted meeting summary provided by the WDNR, the primary concern at the site is contamination identified in historic fill located across the Area A. Additionally, deeper saturated soil and groundwater contamination may not require investigation by the City of Wausau, but an Off-site Liability Exemption would need to be submitted in relation to the deeper contamination.

During development of a Site Investigation Work Plan and discussion with the WDNR project manager, REI was informed the WDNR was now utilizing the 2,3,7,8-Tetrachlorodibenzo-p-dioxin Toxic Equivalency (TEQ) values for assessing direct contact risk. Based on this method of assessment, all four (4) of the shallow soil samples collected as part of the Phase II ESA identify exceedances of the WAC Chapter NR720 Direct Contact RCLs. Due to the assessment method change the degree and extent of dioxins/furans would not be defined with the original sampling scope. REI submitted a Site Investigation Work Plan with additional laboratory analysis for dioxins/furans to the WDNR with review fee on May 4, 2026. The WDNR approved the Site Investigation Work Plan but requested three (3) additional soil borings placed down the center of the site.



SCOPE OF WORK

OFF-SITE LIABILITY EXEMPTION REQUEST (WDNR FORM 4400-201)

Prior to REI's involvement in this project, it is our understanding that the City of Wausau and WDNR participated in a virtual meeting in which the WDNR provided information regarding off-site liability exemptions. Based on discussions between REI and the WDNR Project Manager, the WDNR Project Manager recommended an Off-site Liability Exemption Request be completed early in the process. This would be submitted separately from the Site Investigation Report to ensure the WDNR approves the request related to the deep saturated soil and groundwater contamination identified as part of the Phase II ESA. REI will review site files for upgradient sites that may have impacted the subject property. Contamination was identified in saturated soils and local groundwater, including VOCs and Pentachlorophenol. Of primary concern are the chlorinated VOCs (CVOCs) as the concentration identified in groundwater during the Phase II Environmental Site Assessment may result in continuing obligation and/or construction requirements for any new structures installed on the property due to the potential for vapor intrusion of CVOCs into future site structure. Pentachlorophenol contamination appears to be associated with the nearby SNE Wauleco ERP site (BRRTS# 02-37-000006). Additional research is required to identify the likely source of the CVOCs.

The Off-site Liability Exemption would prevent the City of Wausau from being required to investigate the degree and extent of contamination identified at the water table. If a definite source property can be identified, investigation responsibility should fall on that party. Additionally, costs incurred during site redevelopment may be partially or completely covered by the party responsible. Due to the identified concentrations of CVOCs in the groundwater, the WDNR may require vapor mitigation systems and testing on any future site structures on these parcels.

SITE INVESTIGATION WORK PLAN - COMPLETED

REI will prepare a site investigation work plan in accordance with WAC Chapter NR716 and as required by the Responsible Party letter dated February 11, 2026. WDNR review fees have been included as part of the Site Investigation Work Plan to ensure the WDNR agrees with the proposed scope of work and there is a formal written response to the Site Investigation Work Plan. REI submitted a Site Investigation Work Plan to the WDNR with review fee on May 4, 2026. The WDNR approved the Site Investigation but requested three (3) additional soil borings placed down the center of the site.

SOIL BORINGS

REI is proposing the advancement of up to twenty-three (23) hydraulic push soil borings. Two (2) soil samples would be collected from each soil boring with one (1) sample collected within the top two (2) feet of the soil column and the second soil sample collected from native material underlying the fill material identified during the Phase II ESA. All forty-six (46) collected soil samples would be submitted for laboratory analysis of RCRA Metals. All twenty-three (23) shallow soil samples and seven (7) soil samples collected from native material would be submitted for laboratory analysis of dioxins/furans. REI personnel will survey the existing property boundaries to ensure at least two (2) soil borings are completed on each parcel.

SITE INVESTIGATION REPORT

Upon completion of the above scope of work, REI will prepare a Site Investigation Report (SIR) in accordance with WAC Chapter NR716. The SIR will include all relevant analytical data (source property and surrounding area), site maps, methods and procedures, and laboratory analytical reports.

The completion of a site investigation, with approval from the WDNR, allows the project to move into the next step of the process (remediation or case closure) depending on the results of the site investigation. WDNR review fees have been included as part of the Site Investigation Report to ensure that the WDNR agrees the site investigation is complete and there is a formal written response on record in regards to the Site Investigation Report.

EXEMPTIONS

Should unanticipated conditions develop necessitating changes in the work scope, REI will notify the City of Wausau immediately

EXISTING APPROVAL

The City of Wausau executed REI's Site Investigation Proposal dated March 3, 2026 for the Thomas Street Corridor Area A on March 11, 2026. The proposal was based on REI's anticipated scope of work to complete the site based on the method the WDNR assessed direct contact risk associated with dioxins/furans. The original proposal included up to twenty (20) soil borings with two (2) soil samples collected from each soil boring. Up to forty (40) soil samples were to be analyzed for RCRA Metals and eight (8) samples were to be analyzed for dioxins/furans. Below is the cost estimate included in the Site Investigation Proposal:

SOIL BORINGS (<i>subcontracted</i>)	\$4,025.00
LABORATORY ANALYSIS (<i>subcontracted</i>)	\$13,250.00
OFF-SITE LIABILITY EXEMPTION RESEARCH & PREPARATION	\$3,000.00
OFF-SITE LIABILITY EXEMPTION REVIEW FEE (WDNR)	\$700.00
SOIL BORINGS OVERSIGHT, SAMPLE COLLECTION, & SURVEY	\$1,875.00
WASTE DISPOSAL	\$125.00
SITE INVESTIGATION WORK PLAN PREPARATION	\$1,625.00
SITE INVESTIGATION WORK PLAN REVIEW FEE (WDNR)	\$700.00
SITE INVESTIGATION REPORT PREPARATION	\$2,900.00
SITE INVESTIGATION REPORT REVIEW FEE (WDNR)	\$1,050.00
REI SURVEY PROPERTY BOUNDARY STAKING	\$1,500.00
REI SURVEY SOIL BORING LOCATIONS	\$500.00

ESTIMATED TOTAL FEES \$29,250.00

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME:

Thomas Street Corridor Area A – Site Investigation Proposal Amendment

CLIENT:

City of Wausau
 407 Grant Street
 Wausau, WI 54403

REI's scope of services and deliverables for this project are limited to the tasks outlined in this proposal document titled Site Investigation Proposal Amendment, dated July 10, 2026. The Client will reimburse REI for services on a time and materials basis per the 2026 REI rate schedule. The fee will be invoiced monthly as services are provided. Below is an estimation of costs for the above scope of work.

ADDITIONAL SOIL BORINGS (<i>subcontracted</i>)	\$1,300.00
ADDITIONAL LABORATORY ANALYSIS (<i>subcontracted</i>)	\$23,875.00
ADDITIONAL SOIL BORINGS OVERSIGHT, SAMPLE COLLECTION, & SURVEY	\$525.00
ADDITIONAL SITE INVESTIGATION REPORT PREPARATION	\$675.00

ESTIMATED TOTAL FEES \$26,375.00
ADVANCED PAYMENT *None*

By executing this Agreement, the Client and REI acknowledge that this Agreement is limited to the expressly enumerated Work Scope and Deliverables detailed in this proposal; that it is premised upon the Client representations set forth herein; and that it is subject to the General Conditions incorporated herein.

CLIENT • CITY OF WAUSAU

REI ENGINEERING, INC.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Matthew C. Michalski

Phone Number: _____

Phone Number: (715) 675-9784

Date: _____

Date: _____

GENERAL CONDITIONS

PART 1: SERVICES AND DELIVERABLES

REI Engineering, Inc. ("REI") agrees to provide to Client the services and deliverables (the "Services and Deliverables") enumerated in the attached Work Scope and Professional Services Agreement (collectively with these General Conditions, the "Agreement") subject to these General Conditions. Amendments to the Agreement shall be in writing and approved by both REI and Client or may be as verbally requested by Client if subsequently confirmed by REI in writing and actually provided or performed by REI. The Agreement shall not be effective until it is signed by both REI and Client. REI may withdraw this Agreement at any time prior to execution by REI and Client. In the event these General Conditions conflict with any terms contained in the Work Scope, Professional Services Agreement, or any other agreement between Client and REI, these General Conditions shall control.

PART 2: FEES FOR SERVICES

2.1 Client agrees to compensate REI for the Services and Deliverables by REI, its subcontractors, or subconsultants in accordance with the Agreement. REI will submit invoices to Client approximately monthly and a final invoice upon completion of the Services and Deliverables. Invoices will show charges based on the Agreement. A detailed itemization of charges will be provided at Client's request for a reasonable charge.

2.2 Client will pay the balance stated on the invoice unless Client notifies REI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will be deemed to have accepted all invoice amounts not disputed within such 15-day period. Payment of undisputed amounts is due within thirty (30) days after each invoice date. On past due accounts, Client will pay a finance charge of 1.5% per month.

2.3 REI will notify Client in advance of schedule costs that are expected to exceed the estimates in the Agreement. In such events, Client may: (a) authorize additional funds to complete the Services and Deliverables as originally defined; (b) redefine the Work Scope in order to fit the remaining funds; or (c) request the work related to the Services and Deliverables is stopped at the specific expenditure level. If option (c) is chosen, REI will turn over such data, results, and material completed at the authorized level, and neither REI nor Client shall have further obligation or liability except for payment of work performed and other obligations arising prior to the date of termination of this Agreement.

2.4 Unless explicitly set forth in the Work Scope, providing testimony, expert witness services, or other services related to legal proceedings are not included in the Services and Deliverables. In the event REI voluntarily agrees or is required to provide such services, such services shall be deemed additional services and Client shall pay REI for such services at rates equal to double REI's then-current hourly rates and shall reimburse REI for any costs and expenses REI incurs in the course of such services

PART 3: SITE INFORMATION/SITE ACCESS/DELIVERABLES

3.1 Client shall inform REI of all known information regarding existing and proposed conditions of the property that may affect REI's completion of the Services and Deliverables. Client will immediately provide to REI any new information of which Client becomes aware during the course of the project.

3.2 Client agrees to provide REI, prior to REI starting the Services and Deliverables, all information known or available to Client regarding the presence and location of any buried or concealed pipes, tanks, cables, utilities, or other manmade objects on or beneath the property that may affect or may be affected by REI in completing the Services and Deliverables. Client agrees to waive any claim against REI and to indemnify, defend, and hold harmless REI, its subcontractors, consultants, agents, and employees from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damaged utilities, concealed pipes, tanks, cables, or other manmade objects not made known to REI by Client. Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from damage to buried pipes, cables, or utilities improperly marked or designated by "Diggers Hotline" or similar other utility location service.

3.3 Client shall provide to REI accurate and reliable information regarding property lines and property ownership, unless ascertainment of the same is expressly included within the Work Scope. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from inaccurate or incomplete information provided hereunder or otherwise failing to comply with the requirements of this Part 3.3.

3.4 Client shall furnish right of entry to REI, its subcontractors, employees, and agents as deemed necessary by REI to complete the Services and Deliverables. Client agrees to cooperate with REI such that the Services and Deliverables can be completed. Client agrees to hold REI harmless from any losses or penalties due to delays in the completion of the Services and Deliverables arising from Client's failure to comply with this Part 3.4.

3.5 REI provides the Services and Deliverables to Client for Client's sole and exclusive use only in connection with the project contemplated in this Agreement and only for the Services' and Deliverables' intended purpose.

3.6 While REI will take reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of REI's services, some damage may occur. The restoration of any damage is the responsibility of Client. If Client directs REI to restore property to its former condition, the costs associated with restoration will be added to REI's fee.

3.7 In accepting and utilizing any drawings, documents, specifications, reports, calculations, estimates, data, and other work product created or developed by REI pursuant to this Agreement (collectively, the "Documents and Data"), Client covenants and agrees that all such

Documents and Data shall remain the property of REI, and REI shall retain all common law, statutory, and other rights, including copyrights, whether the project is completed or not; provided, however, that, so long as Client pays REI the fees due under the Agreement, REI hereby grants to Client a royalty-free, fully paid-up, perpetual, irrevocable, transferable, and non-exclusive right and license to use the Documents and Data. Client agrees that Documents and Data furnished to Client that are not paid for as provided in this Agreement will be returned to REI upon demand and will not be used by Client for any purpose whatsoever. Client further agrees not to use the Documents and Data, in whole or in part, for any purpose or project other than the project that is the subject of the Agreement. Client shall make no claim against REI resulting in any way from unauthorized changes or reuse of the Documents and Data for any other project by anyone. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from any changes made by anyone other than REI or from any reuse of the Documents and Data without the prior written consent of REI. In the event of conflict between electronic media and sealed drawings, sealed drawings govern.

PART 4: HAZARDOUS MATERIALS

4.1 Client shall inform REI of any and all hazardous waste or toxic substances located or present on the property, the disposal or discharge of which requires notification to the Wisconsin Department of Natural Resources or any other governmental agency pursuant to Section 292.11 of the Wisconsin Statutes or any other applicable environmental law or regulation. Client agrees to indemnify and hold harmless REI from any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from the discharge, disposal, or spill of any hazardous or toxic substance on the property not identified by Client and made known to REI.

4.2 Client and REI acknowledge that, prior to the starting its services, REI has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic or hazardous substance or other material found, identified, or as yet unknown on the property.

4.3 If, in the course of performance of this Agreement, hazardous or toxic substances are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Work Scope, Services and Deliverables, time schedule, and payment schedule will become subject to renegotiation or termination at the discretion of REI. Client agrees to hold harmless REI from all claims, penalties, losses, or liabilities arising from a delay in the completion of the services or work due to the unanticipated discovery of hazardous or toxic substances.

4.4 Client releases REI from any claim for damages, penalties, or remedial orders resulting from or arising out of any pre-existing environmental conditions at the site where the services or work is being performed that was not directly or indirectly caused by and did not result from, in whole or in part, any error or omission of REI, its subcontractors, agents, employees, and representatives.

4.5 Nothing contained within this Agreement shall be construed or interpreted as requiring REI or its subcontractors to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state or local statute, regulation, or rule governing treatment storage, transport, and/or disposal of hazardous or toxic materials.

PART 5: SUBCONTRACTORS

Client hereby acknowledges that REI may use the services and goods of subcontractors to perform the Services and Deliverables set forth in this Agreement. To the extent the subcontractors are chosen and utilized at the full discretion of REI, REI shall remain responsible to Client for the work and services of its subcontractors. If Client exercises any control over the selection of subcontractors utilized to complete the Services or Deliverables or utilizes or arranges for other contractors to perform work and services relating to, associated with, or otherwise affecting the Services and Deliverables provided by REI, REI shall not be liable or responsible for the means, methods, or quality of the work performed by such subcontractors or contractors, and Client agrees to hold harmless and indemnify REI from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising from or due to, in whole or in part, such subcontractor's or contractor's work.

PART 6: LIMITATIONS OF LIABILITY

6.1 Client hereby agrees that in no event shall REI's aggregate liability arising out of the Services and Deliverables or this Agreement for any and all claims asserted against REI, whether arising out of contract, tort, statute, or otherwise, exceed the greater of: (a) the fees paid to REI pursuant to this Agreement; or (b) the proceeds of REI's professional liability insurance policy.

6.2 Notwithstanding any other provision contained in the Agreement, in no event shall REI be liable for any special, indirect, incidental, punitive, or consequential damages of any kind, including, without limitation, lost profits or loss of use, regardless of the form of the claim and regardless of whether any such damages were foreseeable.

6.3 Client or Client's construction contractor shall have sole and complete responsibility for job site conditions (at all times and not limited to normal working hours) during the course of construction, including construction means and methods, and safety of all persons and property.

6.4 Client agrees to hold harmless, indemnify and defend REI from and against any and all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, arising out of, or in any way connected with: (a) the presence, discharge, release, or escape of contaminants of any kind; or (b) the acts, omissions, or work of Client or third parties, except for such liability as may arise out of REI's own negligence or willful misconduct in the performance of this Agreement.

PART 7: INSURANCE

REI will carry workers compensation insurance and public liability and property damage insurance policies that REI considers adequate. Certificates of insurance will be provided to Client upon request. REI will not be responsible for any loss or liability arising from negligence, actions, or omissions by Client or by others.

PART 8: FORCE MAJEURE

Neither party shall be deemed in default of the Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment) results, without its fault or negligence, from any cause beyond its reasonable control including, without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, riots insurrections, fires explosions, earthquakes, floods, adverse weather conditions, strikes, or lock-outs. Should unanticipated conditions develop necessitating changes in the Work Scope, REI will notify Client as soon as reasonably practicable. REI will take any and all measures to preserve and protect the safety of REI's personnel, the public, and/or environment, and Client agrees to waive any claim against REI related to such measures.

PART 9: PERMITS

9.1 Client agrees to obtain all necessary permits, licenses, and approvals required for completion of the Services and Deliverables unless acquisition of the same is expressly included in the Work Scope. REI makes no guarantees or promises regarding approval of any petition, application, or request for permits, licenses, or approvals necessary for the completion of the Services and Deliverables. Client agrees to hold REI harmless from all losses or damages arising from the denial of any petition, application, or request for necessary permits, licenses, or approvals unless said denial is due solely to the negligence of REI.

9.2 REI will assist Client in applying for permits from regulatory agencies to the extent stated in the Work Scope.

9.3 Services required by regulatory agencies as a condition of permit approval, but which are not included in the Work Scope, will be considered additional services for which Client will pay REI additional compensation at REI's then current rates. REI will not perform additional services without Client's consent.

9.4 It is understood that REI's Services and Deliverables are limited to the items in the Work Scope. REI has and will have no additional responsibility for compliance with federal, state, or local permitting requirements. Without limited the foregoing, REI has and will have no responsibility for compliance with the Wisconsin Statutes and the Wisconsin Administrative Code, including but not limited to Wisconsin Statutes Chapters 30 and 31 and Wisconsin Administrative Code Sections NR151, NR216, and TRANS 233, or the site erosion control plan, to whatever extent each applies to the project. Client agrees to indemnify, defend, and hold REI harmless from all claims, damages, or other losses, including but not limited to reasonable attorneys' fees, resulting from noncompliance with the requirements of Wisconsin Statutes and of the Wisconsin Administrative Code other than for tasks specifically identified in the Work Scope to be performed by REI.

PART 10: STANDARD OF CARE

Services and Deliverables performed and provided by REI under this Agreement will be performed and provided with the level of care and skill ordinarily exercised by members of the profession currently practicing in similar conditions, time, and location. Except as provided in the previous sentence, REI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND DELIVERABLES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

PART 11: TERMINATION

This Agreement may be terminated by Client upon not less than seven (7) days' written notice to REI in the event the project contemplated by this Agreement is permanently abandoned. If the project is abandoned by Client for more than ninety (90) consecutive days, REI may terminate this Agreement by giving written notice. In the event of termination, Client will compensate REI in full for services performed prior to termination, together with additional services that are made necessary by the termination. Such compensation will be on the basis of REI's standard hourly rates in effect at the time of termination.

PART 12: REI EMPLOYEES

Client agrees that, during the term of this Agreement and for a period of six (6) months after the termination of this Agreement for any reason, neither Client nor any of its representatives or affiliates shall directly or indirectly solicit for employment or contract for services any REI Employee. Client agrees that during this period it will not otherwise induce, influence, or encourage any REI Employee to terminate employment with REI. "REI Employee" for purposes of this section means any employee of REI with whom the Client had contact as a result of the services provided under this Agreement. This Part 12 does not apply to general solicitation through the media or by a search firm that is not directed specifically to any employees of REI unless such solicitation is undertaken as a means to circumvent this Part 12. The Client agrees that the restrictions contained in this Part 12 are reasonable. Upon a determination that any term or provision of this Part 12 is invalid, illegal, or unenforceable, the court may modify this Part 12 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties. Client agrees that if it breaches this Part 12, it shall remit a recruitment fee to REI in an amount equal to the REI Employee's salary for the immediately prior six (6) months. Client agrees that this fee will be delivered to REI within thirty (30) days of the date of a breach of this Part 12.

PART 13: MISCELLANEOUS

This represents the entire Agreement between the parties and supersedes all prior representations or agreements. No alterations to, or modification of, the terms and conditions of this Agreement shall be effective except as specifically provided in this Agreement or as agreed by both REI and Client in writing. Client shall not assign its interest in this Agreement without the consent of REI, which consent may be withheld in REI's sole discretion. Client shall reimburse REI for all costs incurred by REI in collecting late payments or enforcing REI's rights under this Agreement, including reasonable attorneys' fees and court costs. This Agreement shall be construed in accordance with the laws of the State of Wisconsin without giving effect to its conflict of laws principles.



AMENDMENT NO. 1 TO SERVICES AGREEMENT

2026 Riverfront Parking Lot

REI Project No. 12439



1. Background Data:

Client: City of Wausau

Date of Original Agreement: February 4, 2026

2. Nature of Amendment

The additional serviced provided are generally explained as:

Revisions to the underground stormwater management system design and miscellaneous coordination.

3. Description of Additional Services

Additional services included redesign of the underground stormwater management system to accommodate revised site elevations and drainage constraints, coordination with the City of Wausau Engineering Department regarding parking lot grade adjustments, and multiple rounds of analysis and coordination with the system manufacturer to optimize system configuration and ensure compliance with applicable stormwater requirements. REI also updated calculations, exhibits, and permitting documentation associated with the revised design.

4. Fee

Original Agreement Maximum Fee	\$4,700.00
Additional Fee for Addendum No. 1 Services is.....	\$1,300.00
Total Amended Agreement Fee.....	\$6,000.00

Client and REI hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 10, 2026.

Client Sig: _____

REI Sig: _____

By: _____

By: Jim Borysenko, PE

Name: _____

Title: Principal Engineer

Date Signed: _____

Date Signed: _____



RESPONSIVE. EFFICIENT. INNOVATIVE.

4080 N. 20th Avenue Wausau, WI 54401
715-675-9784 REIengineering.com



CONTRACT PAY ESTIMATE

CITY OF WAUSAU, WISCONSIN

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

PROJECT:	2026 ASPHALT PATCHING PROJECT	PAY ESTIMATE #3
CONTRACTOR:	Zilisch Asphalt LLC 167601 Ringle Ave Ringle, WI 54471	

	TOTAL
Work completed through 07-06-26 and approved by project inspector Matt Guptail	82,263.90
Work completed to date	82,263.90
Less 5% retainage	4,113.20
Subtotal	78,150.71
Less previous payments	76,400.23
Total Pay Estimate #3	1,750.47

DATE	ITEM	PAYMENT	C.O.	PD-TO-DATE	BALANCE	AUDITED BY:
	Original Contract				157,880.00	
06-09-26	Pay Estimate #1	58,832.05			99,047.95	
07-14-26	Pay Estimate #2	17,568.18			81,479.77	
07-21-26	Pay Estimate #3	1,750.47			79,729.30	
						APPROVED BY:
						BOARD OF PUBLIC WORKS
						DATE: July 21, 2026

2026 Asphalt Patching Project

Zilisch Aspahlt LLC - Pay Estimate #3

Line Item	Item Code	Item Description	UofM	Est. Qty.	Unit Price	Qty to Date	Total
1	465.0130.S	Asphalt Patching	SF	30,000	\$4.98	15,412.24	\$76,752.96
2	690.0150	Sawing Asphalt	LF	4,000	\$2.12	2,599.50	\$5,510.94
Total							\$82,263.90

Zilisch Asphalt LLC

167601 Ringle Ave.

Ringle, WI 54471

Invoice

DATE	INVOICE #
7/3/2026	8586

BILL TO
City of Wausau 407 Grant St. Wausau, WI, 54403

DESCRIPTION	P.O. NO.	TERMS	DUE DATE
		10 days	7/13/2026
DESCRIPTION	QTY	RATE	AMOUNT
6-16-26 601 Mc Indoe St. Commercial Asphalt Patching -20 ft X 18.5 ft	370	4.98	1,842.60
There will be a 1.5% interest charge per month on all accounts past due.		Total	\$1,842.60

Retainage 92.13