



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
Thursday, October 10, 2024 at 6:15 p.m.

At Summit Village Hall, 37100 Delafield Road, Summit, WI

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PUBLIC COMMENT
4. MINUTES: September 12, 2024 regular meeting
5. Discussion and action on September 2024 payables and Financial Report
6. Discussion on September 2024 engineering report
7. Discussion and action on Agreement with Excel Underground, LLC for underground facilities location services for Summit Utility District #2
8. ADJOURN UTILITY COMMISSION MEETING

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: November 14, 2024

Posted: October 4, 2024

**** Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service contact the Village Hall at 567-2757.

It is possible that members of and possible a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Utility Commission noticed above.



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MINUTES
SUMMIT UTILITY DISTRICT #2
District Commission Regular Meeting
September 12, 2024

CALL TO ORDER

Chairperson Riley called to order the Summit Utility District #2 meeting at 6:15 p.m. on Thursday, September 12, 2024 at the Summit Village Hall, 37100 Delafield Road, Summit, WI.

ROLL CALL AND CONFIRM POSTING

Administrator Michael took roll call and confirmed that the meeting was noticed to the local media as required and requested and posted on the Village posting board and website. Commissioners present were: Jeff Lee, Jim Petronovich, Kraig Arenz, Sr., and Justin Phillips. Also present were: Chairperson Jack Riley, Public Works Director Kamron Nash and Administrator-Clerk/Treasurer Debbie Michael.

PUBLIC COMMENT - None

MINUTES: August 8, 2024 regular meeting

MOTION: (Petronovich, Phillips) *to approve the August 8, 2024 minutes.* Carried.

Discussion and action on August 2024 payables and Financial Report

MOTION: (Petronovich, Arenz) *to approve the 2024 payables in the amount of \$52,048.89 and the financial report.* Carried.

Discussion on August 2024 engineering report

Report on file. Director Nash stated ASI keeps finding things because this is an aging system.

Discussion and action on Agreement with Excel Underground, LLC for underground facilities location services for Summit Utility District #2

Director Nash stated that Commissioner Lee and her met with the owner of Excel Underground based on his request for payback of some of the short-paid invoices. He said he would issue a credit for those and close that matter. He is interested in continuing services for the district but

has proposed a new agreement. Calls outside district would be charged at \$2. The proposed rates are double what they have been in the past.

MOTION: (Arenz, Phillips) *to table to next regularly scheduled meeting.* Carried.

Discussion and action on monthly user fee price increase from Delafield-Hartland Water Pollution Control Commission

Administrator Michael stated a response to the questions raised last month about ownership and process for rate increases was provided from the manager of Del-Hart. Ehler's provided and updated version of the cash flow projections with the new expenses.

Trustee Arenz stated that the ownership piece was litigated with Kathy Gutenkunst and that the result was that we would have substantial input, although we are unsure of what the weight or percentage of that is. President Riley added that the outlet pipe is located in the Village and that the agreement was a result of a Waukesha County Court case.

The effect of the \$3 increase for treatment will be further reviewed during the budget discussions and cash flow analysis with Ehlers.

ADJOURN UTILITY COMMISSION MEETING

MOTION: (Lee, Phillips) *to adjourn at 6:39 p.m.* Carried.

Respectfully Submitted,

Debra J Michael, WCMC
Village Administrator-Clerk/Treasurer

Next Regular Meeting: October 10, 2024

2024
Utility District
Financial Report

UD2	Amount \$\$
Town Bank Balance 09/30/2024	\$ -
Bank 59 Balance 09/30/2024	\$ 1,834,130.79
AP September 2024	\$ (69,668.30)
Interest Paid/Accrued 59	\$ 8,251.12
Available Funds	\$ 1,764,462.49
Interest Paid YTD TB	\$ 663.50
Interest Paid YTD 59	\$ 19,638.04
Total Interest	\$ 20,301.54
<u>LOAN INFORMATION:</u>	
GO Fund - Payoff: 5/2027	
Payments: 04/30/24 (Principal & Interest)	\$ 771,617.50
November (Interest only)	\$ 24,217.50
2024 Principal & Interest payment	\$ 795,835.00
12/31/2024 YE Principal Balance	\$ 2,305,000.00
Silver Lake Utility District	
Amount \$\$	
Town Bank Balance 09/30/2024	\$ -
Bank 59 Balance 09/30/2024	\$ 185,299.03
AP September 2024	\$ (13,804.24)
Interest Paid 59	\$ 806.63
Available Funds	\$ 171,494.79
Interest Paid YTD TB	\$ 58.46
Interest Paid YTD 59	\$ 2,199.28
Total Interest YTD	\$ 2,257.74

2024
Utility District
Financial Report

6 Month Tracking

Month	UD2	NOTE:
September-24	\$69,668.30	
August-24	\$52,048.89	
July-24	\$57,501.22	
June-24	\$20,992.48	
May-24	\$71,055.84	
April Loan Pmt	\$740,000.00	Not included in totals for visibility only
April Interest	\$31,617.50	Not included in totals for visibility only
April-24	\$17,768.90	
Total	\$289,035.63	Does Not Include Interest or loan Payment
Average	\$48,172.61	

10/04/2024

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In Progress Checks - Full Report - ALL

Page: 1

ALL Checks by Payee

ACCT

BANK 59 SUD#2

Dated From: 9/01/2024

From Account:

Thru: 10/11/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/11/2024	AREA SEPTIC INSTALLATION INC	
		2024 Readings & Monthly Service	
		Manual Check Nbr: EPAY2	
620-00-53659-000-000		CONTRACTUAL SERVICES	12,686.57
	08/30/2024	Completed Job # 6787	4029
		Total	12,686.57
	10/11/2024	DELAFIELD-HARTLAND WATER POLLUTION CONTROL	
	09/19/2024		
		Manual Check Nbr: EPAY3	
620-00-53632-000-000		TREATMENT EXPENSE	14,469.01
	08/19/2024	Treatment Expense 08/19/2024 - 09/19/2024	09/19/2024
		Total	14,469.01
	10/11/2024	EXCEL UNDERGROUND LLC	
		AUGUST Locates	
		Manual Check Nbr: EPAY5	
620-00-53659-000-000		CONTRACTUAL SERVICES	400.00
		August Locates	12097
		Total	400.00
	10/11/2024	GREEN BAY PIPE & TV	
		Sewer Televis and wet well cleaning	
		Manual Check Nbr: EPAY6	
620-00-53634-000-000		MAINTENANCE OF MAINS	6,141.65
		Maintenance of Mains	3581
620-00-53635-000-000		MAINTENANCE OF LIFT STATIONS	1,800.00
		Maintenance of Lift Station	3581
		Total	7,941.65
	10/11/2024	SHORT ELLIOTT HENDRICKSON INC	
		2024 August Engineering	
		Manual Check Nbr: EPAY7	
620-00-53631-000-000		PRO. SER./ENGINEERING	2,068.75
			474301
		Total	2,068.75
	10/11/2024	VILLAGE OF SUMMIT	
		2024 Sept Admin	
		Manual Check Nbr: EPAY10	
620-00-53659-000-000		CONTRACTUAL SERVICES	5,083.34
		2024 Sept Admin	09012024UD2ADMIN
		Total	5,083.34
	9/20/2024	WE ENERGIES - UTILITY DISTRICTS	
		Utilities	
		Manual Check Nbr: EPAY4	

10/04/2024

1:39 PM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

BANK 59 SUD#2

Dated From: 9/01/2024

From Account:

Thru: 10/11/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
620-00-53656-000-000		UTILITIES	1,874.43
	August Lift Station	0705131030-00001 08/19/2024	
		Total	1,874.43
<hr/>			
	9/13/2024	WOLF PAVING CO INC	
	2024 Road Paving Elm St Sewer	Manual Check Nbr: E56	
620-00-53634-000-000		MAINTENANCE OF MAINS	17,500.00
	24.20131 Road Paving 34639 Elm St Sewer	47818	
		Total	17,500.00
<hr/>			
	10/11/2024	WORKHORSE SOFTWARE SERVICES INC	
	UTILITY SOFTWARE	Manual Check Nbr: ECHK1	
620-00-53657-000-000		ACCOUNTING/AUDITING FEES	4,500.00
	Workhorse Software	5841	
		Total	4,500.00
<hr/>			
	10/11/2024	XYLEM WATER SOLUTIONS USA, INC	
	FIELD SERVICE	Manual Check Nbr: EPAY8	
620-00-53659-000-000		CONTRACTUAL SERVICES	2,496.00
	PMA FLYGHT BRONZE	3556D39082	
		Total	2,496.00
<hr/>			
	10/11/2024	XYLEM WATER SOLUTIONS USA, INC	
	Wet Well Pump Repairs	Manual Check Nbr: EPAY9	
620-00-53635-000-000		MAINTENANCE OF LIFT STATIONS	763.00
		3556D39716	
620-00-53635-000-000		MAINTENANCE OF LIFT STATIONS	-114.45
	Credit Memo	355D42004 CR MEMO	
		Total	648.55
<hr/>			
		Grand Total	69,668.30

10/04/2024

1:39 PM

In Progress Checks - Full Report - ALL

Page: 3

ALL Checks by Payee

ACCT

BANK 59 SUD#2

Dated From: 9/01/2024

From Account:

Thru: 10/11/2024

Thru Account:

Amount

Total Expenditure from Fund # 620 - SUMMIT UD #2

69,668.30

Total Expenditure from all Funds

69,668.30

ALL Checks by Payee

ACCT

BANK 59 SLUD

Dated From: 9/01/2024 From Account:
 Thru: 10/11/2024 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
<hr/>			
	10/11/2024	CITY OF OCONOMOWOC	
	2024 August Sanitary		Manual Check Nbr: EPA1SL
610-00-53641-000-000		CITY SEWAGE SERVICE	9,535.12
	2024 August Sewer	INV02745	
		Total	9,535.12
<hr/>			
	10/11/2024	VILLAGE OF SUMMIT	
	2024 Sept Admin		Manual Check Nbr: EPAY3SL
610-00-53659-000-000		CONTRACTUAL SERVICES	2,012.50
		09012024SLADMIN	
		Total	2,012.50
<hr/>			
	9/18/2024	WE ENERGIES - UTILITY DISTRICTS	
	Atkins Knoll		Manual Check Nbr: EPAY4
610-00-53656-000-000		UTILITIES	18.22
	Atkins Knoll	070198025-0005AK	
610-00-53656-000-000		UTILITIES	18.40
	Forest Drive	0701980254-00004FD	
		Total	36.62
<hr/>			
	10/11/2024	WORKHORSE SOFTWARE SERVICES INC	
	SLUD Utility Software		Manual Check Nbr: EPAY2SL
610-00-53657-000-000		ACCOUNTING/AUDITING FEES	1,500.00
	Workhorse Software	5841	
		Total	1,500.00
<hr/>			
		Grand Total	13,084.24

10/04/2024

1:43 PM

In Progress Checks - Full Report - ALL

Page: 2

ALL Checks by Payee

ACCT

BANK 59 SLUD

Dated From: 9/01/2024

From Account:

Thru: 10/11/2024

Thru Account:

Amount

Total Expenditure from Fund # 610 - SILVER LAKE UD

13,084.24

Total Expenditure from all Funds

13,084.24



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MEMORANDUM

TO: Summit Utility District No. 2
FROM: Robbie Malzahn, PE
DATE: October 3, 2024
RE: Monthly Engineering Report
SEH No. 158569 14.00

The following information describes the status of the sewer system operations and maintenance.

1. Discussion and Action Items: **N/A**
2. Lift Station Reporting and System Maintenance
 - A. Area Septic Installation (ASI) continues to perform weekly and monthly District maintenance duties.
3. Xylem (Flygt) Annual Wet Well Pump Preventative Maintenance
 - A. On 10/7, Xylem (Flygt) is scheduled to perform the annual preventative maintenance to Lift Station No. 3 pumps.
4. Flygt Replacement Pump Quotes
 - A. Late 10/2, we received quotes from Xylem (Flygt). We have not had a chance to review yet.
5. Lift Station No. 3 Check & Isolation Valve Replacement:
 - A. On 9/17, ASI completed the remaining check valve replacement. Work is now complete, and the lift station has shown considerable improvement in run times.
6. MH Inspection
 - A. We provided the Village with an example report and are awaiting comments. We plan to complete the inspections in the next few weeks.
7. Lift Station Control Panel Upgrades (No update)
 - A. ASI received a quote from rough quote Starnet for upgrades. Xylem (Flygt) mentioned that they can perform the upgrades as well. We plan to meet on site with the supplier help show the improvements requested. We will provide quotes after meeting with both suppliers.
8. Service Agreements Updates
 - A. ASI – Current through 2024
 - B. Starnet – 2 full-service days remaining
 - C. Evoqua Bioxide Rate – Current through April 2025

RWM

Engineers | Architects | Planners | Scientists

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MEMORANDUM

To: Summit Utility District No. 2 Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: October 3, 2024

Re: Discussion and Action on Agreement with Excel Underground, LLC for Underground Facilities Locating Services for Summit Utility District No. 2

PURPOSE:

To provide an update to the Summit Utility District No. 2 Commission regarding efforts to contact alternate companies for utility locating services rate comparison.

BACKGROUND:

Approval of the proposed agreement with Excel Underground, LLC with the District was tabled at the September regular meeting, and staff were asked to determine if there are any additional companies in the area who would perform this type of work and what their cost would be. Two additional companies who provide underground locating services in southeastern Wisconsin, GPRS and Private Lines Inc., were contacted.

Private Lines Inc. advised Village staff that their company no longer performs this service for municipalities on a contracted basis and now focuses on locating privately-owned underground utility lines and cables. They have a few communities with "grandfathered" agreements, but they are not taking on new contracts for locating Digger's Hotline initiated locates. When asked if they knew of any companies who may still perform this type of work, they named USIC and Vanguard.

GPRS was asked to provide a proposal in early October for locating services, and they were provided with a map of the district and the scope of services desired. Their project managers for Wisconsin are located and dispatched from Milwaukee, Madison, Green Bay, and Kenosha. A proposal has not yet been received.

A survey was sent out to local communities to determine if there are additional companies who provide this service.

RECOMMENDATION:

Staff can continue to investigate additional options for locating services to present at the November regular SUD2 meeting, if the Commission would like more information before considering approval of the proposed Excel Underground LLC agreement.

ATTACHMENTS: 2025 – 2028 Underground Facilities Locating and Marking Service Agreement between Excel Underground, LLC and Summit Utility District No. 2 (DRAFT)

FISCAL IMPACT: To be determined, based on SUD2 Commission direction.

RECOMMENDED MOTION: To be determined, based on SUD2 Commission direction.

UNDERGROUND FACILITIES LOCATING AND MARKING

SERVICE AGREEMENT

THIS AGREEMENT made this 1st day of September, 2024, by and between Excel Underground, LLC ("EXCEL") and Summit Utility District #2 ("SDN").

WITNESSETH:

Whereas, SDN owns and operates underground facilities in certain areas of the State of Wisconsin; and

WHEREAS, SDN desires EXCEL to provide the labor and equipment necessary to provide certain services relative to locating and marking SDN's underground sanitary facilities which enter public right of ways in certain areas where SDN provides service,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do mutually covenant and agree as follows:

1. Drawings and Scope of the Work:

EXCEL agrees to perform locating and marking services for SDN of Wisconsin's underground facilities located within ANY AREA DESIGNATED BY SDN, such services to be performed according to the terms and conditions contained herein.

SDN agrees to provide EXCEL with the maps and/or drawings and all updates thereto necessary to locate its underground facilities. SDN agrees to allow EXCEL permission to view SDN's Diggers Hotline polygon maps to ensure that they include all SDN's facilities. Any such maps, digital maps, drawings, sketches, or other technical information either oral, written or otherwise furnished or disclosed to or obtained by EXCEL in the performance of this Contract shall remain the property of SDN. All copies of such information shall be returned to SDN upon written request or at the completion of this Contract.

Unless such materials were previously known to EXCEL free of any obligation to keep them confidential, or subsequently been made public by SDN, the material shall be kept confidential by EXCEL, its agents, servants and employees, shall be used only in the performance of this Contract and may not be used for other purpose except upon such terms as may be agreed upon by SDN in writing. This obligation of confidentiality shall survive the termination of this Contract. EXCEL shall be strictly liable to SDN for any breach of this covenant by any of its agents, servants or employees.

2. Indemnification by Customer:

SDN shall indemnify and hold harmless EXCEL from and against claims, losses, actions, damages (including direct, liquidated, consequential, or incidental, damages), expenses, and other liabilities, including but not limited to costs, attorney fees, and expenses of whatsoever kind or nature arising out of or resulting from SDN furnishing incorrect, inaccurate or misleading records to EXCEL or when damage is incurred as a result of an un-locatable underground facility* when said claims, losses, actions, damages, expenses and all other liabilities and attorney fees are in any manner directly or indirectly caused or occasioned by said incorrect, inaccurate or misleading records of SDN or blatant disregard of excavator towards SDN's facilities; provided, however, that SDN shall have no obligation to indemnify and hold harmless EXCEL for claims, losses, actions, damages, expenses, and other liabilities and attorney fees in any manner directly or indirectly caused or occasioned by the negligent or intentional acts or omissions of EXCEL.

3. Independent Contractor:

EXCEL hereby represents and agrees that it is engaged in an independent business; that it will perform said work as an Independent Contractor; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

4. Subcontractor Requirements:

EXCEL shall not subcontract the work to be performed hereunder, or any part of said work unless it has first obtained the written approval of SDN and SDN shall have full and complete discretion in withholding or granting said approval.

5. Term of Contract:

The terms of this Contract shall remain in effect for a period of 48 months from January 1, 2025, thru December 31, 2028, unless sooner terminated by either party upon 30 days prior written notice provided by the terminating party to the non-terminating party.

6. Labor, Materials, and Equipment:

EXCEL shall furnish all labor, materials and equipment necessary to perform the obligations contained herein except for the maps and/or microfiche required to be furnished by SDN in Section 1 of this Contract.

*An un-locatable underground facility which is not locatable by the normal business process used by EXCEL in tracing underground plant.

7. Permits:

EXCEL shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder.

8. Indemnification by EXCEL:

To the extent permitted by law, EXCEL shall save and hold SDN harmless from, defend and indemnify it against all claims, actions, demands, liens, fees and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise out of, or result from negligent performance or the negligence, acts, or omissions by EXCEL of the services subject to this agreement. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss caused by that party, including attorney's fees and other related costs.

If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against SDN on account of any provision of this indemnity agreement, then SDN shall notify EXCEL of such pending or threatened litigation and such notification shall be made by SDN no later than 30 days after SDN learns of said pending litigation, lawsuit, claim or demand.

The notice to EXCEL by SDN shall be made in writing and mailed to:

EXCEL UNDERGROUND, LLC

5288 Pasture Lane

Omro, WI 54963

EXCEL or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by EXCEL or its insurance carrier and EXCEL and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim. SDN shall have the right to hire its own counsel at its own expenses and not to participate in any settlement, at its sole discretion.

9. Compliance with All Laws:

EXCEL shall comply with all laws, ordinances and regulations of the United States, the State of Wisconsin, and any unit of local government asserting jurisdiction thereto, applicable to the work hereunder (including, but not limited to Workers' Compensation, Unemployment Insurance and Social Security).

10. Equal Employment:

Contractor acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, or condition of employment because of race, color, religion, sex or national origin.

11. Service Charges:

EXCEL shall charge for services rendered hereunder in the following manner:

	Locate / AH	No Conflict / AH	Project	Prints	Monthly Fee
2025	\$24.00 / \$65.00	\$2.00 / \$65.00	\$65.00	\$5.00	\$25.00
2026	\$25.00 / \$65.00	\$2.00 / \$65.00	\$65.00	\$5.00	\$25.00
2027	\$26.00 / \$75.00	\$2.50 / \$75.00	\$75.00	\$5.00	\$25.00
2028	\$27.00 / \$75.00	\$2.50 / \$75.00	\$75.00	\$5.00	\$25.00

Prices above are per ticket received from Diggers Hotline. After Hour tickets are billed as stated above when we are called out for an emergency between the hours of 5:00 pm and 6:00am.

Project pricing replaces per ticket pricing if locates take longer than 30 minutes to complete and is billed hourly in quarter hour increments.

Print tickets are those Diggers Hotline requests which require us to send prints to them for planning purposes of upcoming utility work in the area.

The monthly fee is to help cover the costs of varying ticket quantities, updates to technology, clerical work, rising supply costs, etc.

12. Contract Payments:

EXCEL shall render invoices to SDN monthly. Each invoice from EXCEL shall be paid by SDN within 30 days of the date of the invoice.

13. Amendments, Modifications, and Supplements:

Written amendment, modifications and supplements to this Contract are allowed and will be binding upon SDN and EXCEL, provided they are in writing and signed by an authorized representative of both parties. The term "this Contract" as used herein shall be deemed to include any future amendments, modifications and supplements. All such amendments, modifications and supplements shall not, unless specifically referred to, be construed to adversely affect vested rights or causes of action, which have accrued prior to the effective date of such amendment, modification or supplement.

14. Entire Contract:

This Contract and all amendments, modifications or supplements, shall constitute the entire contract between the parties with respect to the subject matter. Both parties hereto represent they have read this Contract, agree to be bound by all terms and conditions stated herein, acknowledge receipt of a signed, true and exact copy of this Contract.

15. EXCEL provides the following insurance coverage:

A certificate of insurance is to be provided to SDN by EXCEL prior to commencement of services described in this agreement and similar proof of current coverage shall be provided to SDN throughout the term of this Contract. (See Attachment)

Minimum Limits of Liability: EXCEL shall procure and maintain, with insurance companies licensed in the jurisdiction in which the work is located and acceptable to SDN, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth below:

a. Commercial General Liability Insurance with the following limits:

- i. \$1,000,000 each occurrence
- ii. \$300,000 Damage to rented Premises (Each Occurrence)
- iii. \$10,000 Medical Expenses (Any one person)
- iv. \$1,000,000 personal and advertising injury
- v. \$2,000,000 general aggregate
- vi. \$1,000,000 products completed operations aggregate

b. Automobile Liability Insurance with the following limits:

- i. \$1,000,000 combined single limit (Each Accident)

c. Umbrella Insurance with the following limits:

- i. \$5,000,000 each occurrence
- ii. \$5,000,000 aggregate

d. Workers Compensation Insurance with limits in accordance with the statutory requirements by the state in which the Project is located and Employers Liability Insurance with the following limits:

- i. \$1,000,000 each accident
- ii. \$1,000,000 (Disease) each employee
- iii. \$1,000,000 (Disease) policy limit

e. Professional Liability Insurance with the following limits:

- i. \$1,000,000 each claim
- ii. \$1,000,000 aggregate

EXCEL shall provide a certificate of insurance confirming the coverages as referenced above prior to beginning any work.

16. Arbitration and Applicable Law:

Any controversy or claim arising of or relating to this Contract, or the breach thereof, not otherwise settled by agreement of the parties, shall be submitted to arbitration in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes and acts and laws amendatory thereof and Supplemental thereto, and such arbitration provisions of the Wisconsin Arbitration Statutes.

This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

Summit Utility District #2

Excel Underground, LLC

(Signature)

(Signature)

(Print)

(Print)

(Title)

(Title)

(Date)

(Date)

DRAFT