Agreement Between Client & Excel Engineering, Inc.

This Agreement made the **14'th** day of **May** **2026** in Fond du Lac, WI between Excel Engineering, Inc. (here in after referred to as Excel Engineering) of Fond du Lac, WI and the "Client" below.

Client: **Manitowoc Lutheran High School**
Address: **4045 Lancer Circle**
Manitowoc, WI 54220

Client Contact: **Jason Hacker**
Project Name: **Manitowoc Lutheran High School**
Project Location: **Manitowoc, WI**
Project #: **250236100**

1. Project Initial Information. This Agreement is based on the Initial Information set forth in Exhibit A.

2. Scope of Services. Excel Engineering shall perform the services marked "Included" on Exhibit B with the professional skill and care ordinarily provided by architects and engineers.

3. Compensation. Compensation for Excel Engineering services will be performed as noted below.

LUMP SUM FEE:	**Amount**	
Schematic Design Phase	**$15,700**	* already complete
Design Development Phase	**$96,200**	
Construction Document Phase	**$132,800**	
Construction Administration Phase	**$58,700**	
ALLOWANCE ITEMS:		
Geotechnical	**$9,000**	
Reimbursable Expenses (per Exhibit D)	**$11,400**	
Lump Sum Compensation	**$323,800**	

YES	No	**ALTERNATES: (Check yes or no box)**		
		Alternate 1 - Mezzanine (less than 3000sf) at Fitness	**TBD**	* will need to design scope to determine
		Alternate 2 - Mezzanine and elevator at Fitness	**TBD**	* will need to design scope to determine
		Alternate 3 - Furniture Design for Procurement	**$9,500**	
		Alternate 4 - Stormwater as-built survey	**$3,300**	
		Alternate 5 - Commissioning	**TBD**	
		Alternate 6 - Deficiency follow-up commissioning	**T&M**	
		Alternate 7 - Precast shop drawings and ticketing	**$0**	
		Alternate 8 - Special Inspections	**$0**	* will help facilitate procuring
		Alternate 9 - Kitchen Design Consultant for complete drawings	**TBD**	* TBD based on final schematic design
		Alternate 10 - Scope drawings for IT/ Telecom, Access Controls, Security Cameras	**$7,300**	

Services requested after signing this Agreement shall be compensated on a Lump Sum basis or per Billing Rates In Exhibit C. Client and Excel Engineering shall agree on compensation for additional services prior to performing same.

4. Payment. Client shall make payment to Excel Engineering as follows:

4.1 Initial Payment. Client shall make an **initial payment of $0.00** to Excel Engineering upon execution of this Agreement. This payment shall be credited back to Client on the first invoice.

4.2 Monthly Payment. Client shall make monthly payments per invoice to Excel Engineering within **20** days from date of invoice. Amounts unpaid after due date shall bear interest at the rate of one and a half percent (1.5%) per month.

5. Exhibits. This Agreement includes the following Exhibits: Exhibit A - Initial Information; Exhibit B - A&E Services; Exhibit C - 2026 Billing Rates; Exhibit D - Reimbursable Expenses; Exhibit E - Terms & Conditions; and Exhibit F - Certificate of Insurance.

CLIENT: Manitowoc Lutheran High School

Signature: _____

Jason Hacker

Title: Rev.

Excel Engineering, Inc.

Signature: Kallie Ogi

Kallie Ogi, RA, NCIDQ

Title: Project Architect

(Unless signed and returned to Excel Engineering within 30 days from the date above, this offer will expire.)

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INITIAL INFORMATION

ARTICLE A.1 INITIAL INFORMATION

A.1.1 The Project's anticipated building, site and MEP systems:

Building:	**Provide architectural services for an office addition and remodel (6,120 sf non-combustible construction, Type IIB) and kitchen/ fitness center addition and remodel (4,252 sf, non-combustible construction, Type IIB). The design is based on Schematic Drawings dated March 2, 2026.**
Interior & Furniture Design:	**Provide interior design services including finish floor plans, casework design, material and finish selections.** **Alternate design work includes creating a furniture floor plan, selecting products and finishes, preparing specification documentation for order procurement.**
Civil:	**Provide civil site design for building additions totaling approximately 9,000 S.F. Other site improvements include pedestrian sidewalks and a new driveway access apron. Project Assumptions: No variances required. Less than 1 acre of land disturbance. No environmental surveys or permitting required. It appears based on historical aerials that 20,000 S.F. of cumulative site area disturbance has been exceeded with SWM most likely required.**
Surveying:	**Provide an existing conditions/topographic survey of an approximate 20 acre area to be used for site design. A title search will be ordered to help establish property lines and identify any easements that may affect the project area.**
Structure:	**Office Area:** **Gravity System: Steel deck and bar joist roof supported by load bearing CFS walls (delegated design). Foundation walls to be frost walls with cont. and spread footings.** **Lateral System: Strapped CFS shear walls (delegated design).** **Kitchen and Fitness Areas:** **Gravity System: Steel deck and bar joist roof supported by load bearing CMU walls. Foundation walls to be frost walls with cont. and spread footings.** **Lateral System: CMU shear walls.**
HVAC:	**(2) Packaged rooftop heating and air conditioning units with zone damper systems to serve new office areas. Packaged rooftop unit with hot gas reheat and energy recovery unit with demand controlled ventilation to serve fitness area. Commercial kitchen with Type I and Type II exhaust hoods per kitchen designer's layout, UL 762 exhaust fans, gas fired dedicated outdoor air system with fully modulating heating, cooling and dehumidification. New, stand-alone controls for all new HVAC systems. Extension of existing gas service and possible new gas meter to serve new systems. Miscellaneous electric heating with outdoor air temperature lockout in vestibule areas. Assumes no rework of existing areas.**
Plumbing:	**Building supplied by city water, city sanitary. Approximately 40 plumbing fixtures gas/electric water heaters, point of use water heaters.**
Fire Protection	**Scope drawings for standard wet fire protection system, fire pump and storage tank will not be required. Wet/dry standpipe system. Dry systems for coolers/freezers.**

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INITIAL INFORMATION

Electrical & Low Voltage	**Assess existing service size and extend existing electrical service to new panels if adequately sized. Provide lighting and lighting controls per code and owner's direction for new addition and remodeled areas. Provide receptacle layout per owner's direction for new addition and remodeled areas. Provide scope documents to extend the existing Fire Alarm system into a new addition as required by Code. Alternate to provide system scope documents for telecommunications/IT, access control, and security cameras per owner's requirements.**

A.1.2 The Client's budget for the Project is: **$3.5 - $3.9 million**

A.1.3 The anticipated completion dates for design services are as follows:

Design Development - **October 30, 2026**

Construction Documents - **January 29, 2027**

A.1.4 The Client intends to use the following procurement or delivery method for the Project:

x Negotiated Contract

A.1.5 The Client will retain the following consultants and contractors: **None**

A.1.8 Excel Engineering will retain the following Consultants:

x Geotechnical

TBD Commercial Kitchen Design

A.1.9 Other Project information:

Existing building plans and cad files will be provided to Excel Engineering by the Client.

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A&E SERVICES

DEFINITIONS

DESIGN MEETINGS

Design meetings have two purposes - information gathering and review of plans:

INFORMATION GATHERING / COORDINATION - Information gathering occurs at all design meetings to define project requirements and understand project needs. Technical expertise of the requirements and needs are shared and discussed in order that decisions can be made to provide the design team needed direction.

DESIGN REVIEW - Design review also occurs to some extent at all design meetings, but is especially important at the end of each design phase. Some information gathering will occur during the course of discussion of these meetings, but the main focus is to review and approve the plans before moving on to the next design phase and its associated tasks. The design phase review meetings are important to assure alignment on design direction to avoid rework and added design costs.

DESIGN PHASES

PROGRAMMING - The programming design phase objective is to identify space needs to establish projected total building area.

SCHEMATIC - The Schematic design phase purpose is to define the required project functions including estimated areas of each usage types and any other needed elements to achieve project goals. Multiple design concepts may be presented and discussed before the client agrees on a final schematic design. The schematic phase provides sufficient scope to develop a cost per square foot budget estimate. The construction delivery method should be selected and contractor interviews may begin.

DESIGN DEVELOPMENT - The Design Development phase further develops the selected schematic concept and plan. The goal is to define the project scope, including MEP and structural, sufficiently to enable a contractor to estimate construction cost with a 10% contingency and establish a project construction schedule. The client can then confirm the project scope meets the project budget before continuing with detailed construction documents. Depending on the construction delivery method, a contractor may be selected.

60% CONSTRUCTION DOCUMENTS - The 60% Construction Document phase provides an opportunity to discuss the project needs in greater detail. At the completion of this phase, the construction document progress is reviewed for conformance with project needs and floor plans will not change. The project budget can be updated for any changes or additions to the project scope.

FINAL OWNER REVIEW (FOR) CONSTRUCTION DOCUMENTS - Final client input is gathered for incorporation in the construction documents during the Final Owner Review phase. Specifications are completed in this phase. Plans are reviewed and approved before the Architect/Engineer completes final engineering design and details. Remaining work does not require client input.

	Included	Not Included
Schematic Design Phase (already complete)		
Design Development Phase		
Preliminary site, grading, utility and stormwater plan	X	
Prelim. floor plans, building and wall sections and elevations	X	
Preliminary room finish and door schedules	X	
Preliminary foundation and framing system plans	X	
Preliminary mechanical and electrical system plans	X	
Preliminary selection of major construction materials	X	
Update preliminary cost estimate		X
Number of Design Meetings (at Excel office, includes web based)	3	
Number of Design Meetings (not at Excel office)	2	
Local approval meetings	1	
Construction Document Phase		
State and Client approved documents	X	
BIM Level of Development 300	X	
Specifications on drawings	X	
Specifications in book format		X
Clash detection for major components	X	
Multiple bid / construction packages		X
Alternate bids		X
Variances		X
Prepare general conditions instructions		X
Fast-track design services		X
Update cost estimate		X
Number of Design Meetings (at Excel office, includes web based)	4	
Number of Design Meetings (not at Excel office)	4	
Bidding Phase (not included)		
Construction Administration Phase		
Preconstruction meeting	0	
Shop drawing review	X	
Construction staking		X
Review certificates for payment	X	
RFI & Construction Bulletins	X	
Client requested changes		X
Review change orders	X	
Special inspections		X
Issue Certificate of Substantial Completion	X	
Excel prepared as-constructed record drawings		X
As-constructed record drawings or CAD files		X
Post occupancy evaluation		X
Months of construction services included	6	

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	Included	Not Included
Onsite Owner Representation (not included)		
General		
Tenant-related services		X
Geotechnical services	X	
Solicit geotechnical services	X	
Solicit Special Inspection proposals		X
Extensive environmentally responsible design		X
LEED® Certification		X
Assist with energy rebate programs		X
Existing buildings		
3-D Laser Scan		X
Field Measure Existing Building As Reqd for Project	X	
Field verify Existing Conditions As Reqd for Project	X	
Demolition Drawings		X
Existing Facilities Study		X
ADA Audit & Implementation Plan		X
Testing of existing equipment		X
Verify proper operation of existing Equipment		X
Field verify underground piping route		X
Identification and treatment of hazardous materials		X
Architectural		
Floor Plans, Elevations, Sections, Details, Schedules and Specifications	X	
Building Govt Plan approval	X	
Provide Exterior Computer Rendering(s)	**0**	
Provide Interior Computer Rendering(s)	**0**	
Revit 3D design		X
Computer Animation		X
Exterior Signage		X
Acoustical Design		X
Commercial Kitchen Design (ALT)		X
Number of Construction Site Visits (excluding punch list)	**5**	
Punch List Construction Site Visits	**1**	
Interior Design		
Number of Design Meetings (at Excel office, includes web based)	**2**	
Number of Design Meetings (not at Excel office)	**1**	
Interior Design Concept Images		X
Casework Design	X	
Material & Finish Selections	**3**	
Decorative Lighting Design / Selections		X
Furniture Plan - Layout	X	
Furniture Plan - Procurement (ALT)	X	
Interior Signage Selections		X
Accessories and Artwork Selections		X
Interior Computer Rendering	**0**	
Presentation Board	**0**	
Number of Construction Site Visits (excluding punch list)	**0**	
Punch List Construction Site Visits	**0**	

	Included	Not Included
Civil		
Site, Grading, Utility, Erosion Control and Demolition Plans	X	
Number of Design Meetings (at Excel office, includes web based)	2	
Number of Design Meetings (not at Excel office)	0	
Site Selection		X
Traffic Study		X
Wetland Services		X
Phase 1 Environmental Assessment		X
H.E.C. River Study		X
Irrigation Plan		X
Landscape Plan	X	
Park Design		X
Courtyard Design		X
Streetscape Design		X
Point-by-Point Exterior Lighting Plan	X	
Equalization tank / lift station design		X
Private Sewage Design and Approval		X
Well System Design and Approval		X
Railroad Track Plan		X
Stormwater Management Plan	X	
Public Infrastructure Design:		X
Public Utility Construction Observation		X
Government submittals and approvals		
Local Engineering/ Planning	X	
Notice of Intent		X
Corps of Engineers	X	
DNR ER Review	X	
Department of Transportation		X
County Land Use/Planning		X
Highway Permit		X
County Septic Permit		X
Property Rezoning Submittal		X
Conditional Use Submittal		X
Shoreland Zoning		X
Fast Track Sewer/Water (DNR)		X
F.E.M.A.		X
F.A.A. Including Latitude & Longitude Determination		X
Number of local approval meetings	1	
Number of Construction Site Visits (excluding punch list)	1	
Punch List Construction Site Visits	1	
Surveying		
Existing Conditions and Topographic Survey	X	
Title Search	X	
Private Utility Locate		X
Annexation Map and Description		X
Zoning Map and Description		X
Preliminary Plat Design and Draft		X
Final Plat Design and Draft		X
Draft Legal Descriptions		X
Recording of Easements		X
Certified Survey Map		X
ALTA Survey		X
Property Survey		X
Pond as-built		X

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	Included	Not Included
Structural		
Foundation and Framing Plans, Details, Schedules and Specifications	X	
Number of Design Meetings (at Excel office, includes web based)	2	
Number of Design Meetings (not at Excel office)	0	
Structural Govt Plan approval	X	
Structural component Govt Plan approval		X
Existing Building Analysis		X
Light Gage Steel Framing Engineering and Detailing		X
Connection Design Calculations For Submittal to EOR		X
Cast Stone Design Calculations		X
Lifting Devices Evaluation/Design		X
Reinforced Precast Design (Manholes/Culverts/Tunnels)		X
Miscellaneous Shop Drawing Preparation		X
Number of Construction Site Visits (excluding punch list)	2	
Punch List Construction Site Visits	0	
Precast (not included)		
Mechanical/HVAC		
Floor Plans, Details, Schedules, and Specifications	X	
Number of Design Meetings (at Excel office, includes web based)	2	
Number of Design Meetings (not at Excel office)	0	
HVAC Govt Plan Approval	X	
Issue and review equipment bid packages for owner procurement (long lead)		X
Energy Modeling		X
Drawings in Revit format	X	
Air Emissions Permit		X
Number of Construction Site Visits (excluding punch list)	2	
Punch List Construction Site Visits	1	
Plumbing		
Domestic Water and Sanitary Sewer Floor Plans, Isometrics, Details, Schedules, and Specifications	X	
Number of Design Meetings (at Excel office, includes web based)	2	
Number of Design Meetings (not at Excel office)	0	
Plumbing Govt Plan Approval	X	
Building Roof Drainage	X	
Process Drainage		X
Compressed Air System		X
Hose Station System		X
Sanitation systems		X
Medical Gas Systems		X
Other Special Gas Systems		X
City Water Pressure Test		X
Number of Construction Site Visits (excluding punch list)	2	
Punch List Construction Site Visits	1	

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	Included	Not Included
Fire Protection		
Scope Fire Protection Plans and Specifications	X	
Number of Design Meetings (at Excel office, includes web based)	0	
Number of Design Meetings (not at Excel office)	0	
Fire protection Govt Plan Approval		X
Electrical		
Power & Lighting Floor Plans, One-lines, Details, Schedules, & Specifications	X	
Number of Design Meetings (at Excel office, includes web based)	2	
Number of Design Meetings (not at Excel office)	0	
Electrical Govt Plan approval	X	
Assist owner in equipment procurement		
Issue and review equipment bid packages for owner procurement (long lead)		
Fire Alarm System scope drawings	X	
Fire Alarm Govt Plan Approval		X
Emergency Generator		X
Fault Current Studies	X	
Arc Flash and Coordination Study Report		X
Electrical Vehicle Charging Stations		X
Focus On Energy Coordination		X
Solar Power Provisions		X
Theatrical/Auditorium lighting		X
Corporate Low Voltage Floor Plans, Details, Schedules, & Specifications		X
Public Address/Paging Conduit & Design		X
NFPA Compliant Mass Notification System		X
Alt #6 - Security Camera, Access Controls, Data/Phone System scope drawings	X	
Wireless Access Point Layout		X
Predictive Wireless Survey		X
Central Clock System		X
Sound System / TV and Video Display		X
Digital Signage (monitors and front end equipment & Conduit)		X
UPS System		X
Conference Room Technology (Room Scheduler, video conferencing, etc.)		X
Motorized Window Treatment		X
Sound Masking		X
Equipment Procurement (Part of CA or separate contract)		X
Number of Construction Site Visits (excluding punch list)	2	
Punch List Construction Site Visits	1	
Commissioning (not included - see alternates)		

2026 Billing Rates

Billing Rate	Engineering	Architecture	Surveying	Technicians & Designers	Construction Administration	Project Support
$79	Intern	Intern	Intern	Intern	Intern	Intern
$94			Technician 1	Technician 1		Proj. Assistant 1
$110	Designer 1	Designer 1	Technician 2	Technician 2	Construction Coord 1	Proj. Assistant 2
$124	Designer 2	Designer 2	Crew Chief	Technician 3	Construction Coord 2	Proj. Coord 1
$139	Engineer 1	Architect 1	Sr. Crew Chief	Sr. Designer 1	Construction Coord 3	Proj. Coord 2
$154	Engineer 2	Architect 2	Surveyor 1	Sr. Designer 2	Sr. Construction Coord 1	
$170	Engineer 3	Architect 3	Surveyor 2	Sr. Designer 3	Sr. Construction Coord 2	
$196	Project Engineer	Project Architect	Project Surveyor	Project Designer	Sr. Construction Coord 3	
$220	Project Manager	Project Manager	Project Manager	Project Manager		
$236	Sr. Project Manager	Sr. Project Manager	Sr. Project Manager	Sr. Project Manager		
$260	Principal	Principal	Principal	Principal		

$35	Survey Equipment
$100	Laser Scanner

Rates are subject to an increase January 1st.

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REIMBURSABLE EXPENSES

Description	Rate
Plans	* Cost
UPS/postage	* Cost
Mileage	$.70/mile
Airfare, hotels, rental car, tolls, parking.	* Cost
Overnight per diem	$35.00
Plan review fees	* Cost

* - If copy of invoices need to be provided, the fee will be cost plus 10%

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TERMS & CONDITIONS

1. Standard of Care. Excel Engineering agrees to perform its services consistent with the professional skill and care ordinarily provided by firms in the same profession practicing in the same or similar locality under the same or similar circumstances. No other warranty, expressed or implied is made.

2. Excel Engineering's Responsibilities. Excel Engineering's duties and obligations with respect to this Agreement are limited to the Scope of Services defined in this Agreement. Excel Engineering has not been hired to provide installation or construction services and shall not be responsible for or have control over Client Suppliers' or Contractors' construction means, methods, techniques, sequences of procedures, or Project safety. Excel Engineering shall not be responsible for the performance of Client Suppliers and Contractors and Excel Engineering shall not be responsible for any changes to the design not authorized by Excel Engineering or any failure to follow Excel Engineering's design. Excel Engineering has no control over the cost of labor, materials, or equipment furnished by Client Suppliers and Contractors. The cost to complete the Project may vary from bids, negotiated prices, and estimates.

3. Client's Responsibilities. Client will make available to Excel Engineering all known information regarding existing and proposed conditions, requirements and all other information that may affect the cost, progress, safety and performance of the work. Client shall provide to Excel Engineering a complete set of Client's objectives, schedule, constraints, budget, reasonable contingencies, drawings and other relevant information concerning the Project. Client shall render all decisions in a timely manner in order to avoid delay in the performance of services by Excel Engineering. Client is responsible for all matters which are the responsibility of Client and Client Suppliers and Contractors under this Agreement. Client Suppliers and Contractors shall be responsible for determining quantities of materials, dimensions, fabrication and process techniques, and all measurements. Client Suppliers and Contractors are responsible for verifying all conditions that are present at Project site and that all necessary safety measures are taken to ensure a safe working environment.

4. Intellectual Property. Drawings, specifications and other intellectual property documents, including those in electronic form, prepared by Excel Engineering, or its consultants, are Instruments of Service for use solely with respect to this Project. Excel Engineering shall be deemed the author and owner of all Instruments of Service produced under this Agreement and shall retain all common law, statutory and other reserved rights, including, but not limited to, any applicable copyrights, trademarks, or patents. The Client acknowledges that Excel Engineering has prepared said Instruments of Service and agrees to limit use of same to this Project only. The Client agrees to defend, indemnify and hold Excel Engineering harmless from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including actual attorney's fees, resulting from the unauthorized reuse of Excel Engineering's Instruments of Service. Client further warrants to Excel Engineering that the Scope of Services that is the subject of this Agreement does not infringe upon the intellectual property rights of any other third parties. To the extent any documents, information, instructions, or other material provided by Client during the course of this Project gives rise to a patent, copyright, trademark or other intellectual property infringement claim or suit, Client shall defend, indemnify, and hold harmless Excel Engineering for any and all liability, damages, costs, and expenses, including actual attorney's fees, associated with such claim or suit.

5. Environmental Testing of Project Site. It shall be Client's sole responsibility for making environmental site assessments with respect to the Project soil to determine whether any contaminants are located thereon. Client represents to Excel Engineering that either the Client or the owner of the property upon which the Project is located shall undertake such testing as shall be reasonably necessary to determine whether contaminants are present at the Project site. Excel Engineering makes no representations concerning the presence of contaminants on the Project site or the need for environmental testing thereof. Client shall defend, indemnify and hold Excel Engineering harmless for any and all costs, expenses, damage or obligations of any kind or nature arising from the presence of contaminants on the Project site. In the event that environmental testing is done with respect to the Project site, Client shall provide a copy of such testing and all reports that are issued pursuant thereto to Excel Engineering. Excel Engineering shall be entitled to completely rely upon the accuracy and completeness of all environmental testing that was done with respect to the Project site for or on behalf of Client.

6. Access to Project Site. Excel Engineering shall have access to the Project site at all times necessary in order to permit Excel Engineering to fulfill its obligations under this Agreement. Excel Engineering agrees that it shall fulfill its duties and obligations under this Agreement in a manner that shall not interfere with the completion of Project, or interfere with the ongoing business of Client.

7. Inclement Weather. If on-site services are part of this contract and there is a substantial weather condition affecting the completion of this project, Excel Engineering retains the right to negotiate additional time and fees to complete the Project. Substantial weather conditions include but not limited to extensive rain, high winds, snow greater than two (2) inches and ice.

8. Survey, Title Search, Geotech & LIMITATION OF LIABILITY. If the Client chooses to exclude an "Existing Conditions Survey" and a "Title Commitment Search" in the pre-design phase, the Client will take full responsibility for costs incurred by Client or Excel Engineering resulting from excluding these services including but not limited to, inaccurate or incomplete disclosure of property descriptions, ownership or easements and restrictions affecting the property. A change order will be issued to Excel Engineering if redesign work is required. **If Excel Engineering subcontracts Surveying or Geotechnical Engineering services on behalf of the Client, to the fullest extent permitted by law, Client agrees that Excel Engineering's maximum liability to Client for all injuries, damages, claims (including but not limited to claims for negligent errors and omissions), losses, or expenses (including attorney and expert fees) arising out of the Surveying or Geotechnical Engineering scope of services provided in the performance of this Agreement will be limited to $50,000.**

9. Warranty. ALL WARRANTIES BY Excel Engineering, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED.

10. Process Guarantees. To the extent Excel Engineering is designing a process for manufacturing or producing goods or product, Excel Engineering shall make all reasonable efforts to achieve Client's output goals, but Excel Engineering does not make any output guarantees.

11. Consequential Damages. Excel Engineering and the Client waive consequential damages for any and all claims, disputes or other matters in question arising out of or relating in any way to this Agreement. This mutual waiver shall include, but is not limited to, all consequential damages due to either party's termination. The Client's sole source of recovering any of its damages from Excel Engineering shall be damages that are covered by Excel Engineering's insurance policies.

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TERMS & CONDITIONS

12. Insurance. Excel Engineering agrees to maintain insurance as outlined on attached insurance exhibit to this Agreement. A Certificate of Insurance will be provided to the Client upon request.

13. Waiver of Subrogation. Excel Engineering and Client mutually waive any and all rights of subrogation against each other, including, but not limited to, those related to any and all claims for alleged property loss, property damage, reimbursement for worker's compensation benefits or any other loss that is covered by the party's insurance carrier. Excel Engineering and Client further agree to secure waivers, if necessary, from their respective insurance carriers in order to give effect to the waiver of subrogation set forth above. Client shall ensure that Client's Suppliers and Contractors are properly insured and carry adequate amounts of liability insurance taking into consideration the size and scope of the Project.

14. NOTICE OF LIEN RIGHTS. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, EXCEL ENGINEERING HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THE FIRST FURNISHED LABOR OF MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENGINEER AGREES TO COOPERATE WITH THE OWNER AND THE OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

15. Purchase Order. In the event the Client issues a purchase order, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement.

16. Allowances. An "Allowance" represents an estimated amount for a service where a lump sum amount cannot be established in advance. Excel Engineering will invoice against an "Allowance" for certain services as specified in the Agreement using the published billing rates.

17. Schedule. If the time to complete design, construction documents and on-site services goes beyond the scheduled time set forth in this agreement and this additional time is required because of Client selection delays, Client's vendor delays, construction delays or any other issues beyond the control of Excel Engineering, this additional time shall be billed as an additional service.

18. Force Majeure. Excel Engineering shall be excused for any delay or failure in performance by reason of any cause beyond Excel Engineering's control, including war, fire, strikes, revolutions, riots, pandemics, acts of hostility, governmental-declared emergency-acts and requests or interference, flood, storm, any act of God, or any other extraordinary cause over which neither party has control.

19. Stop Work Provision. Excel Engineering shall have the right to stop performing its services if one of the following events occur: A) if Excel Engineering commences additional services based on Client's verbal authorization or notice to proceed and a signed agreement reflecting the additional services is not executed within seven days of presentation to Client; B) if Excel Engineering's invoices remain unpaid for more than 60 days from the date of said invoice; or C) if Excel Engineering is requested to submit plans for state approval but has not been paid on any past due invoice. In all events noted above, Client shall be responsible for all associated costs in stopping work and Excel Engineering shall receive additional compensation for any additional costs incurred resulting from the stoppage and subsequent re-starting in work.

20. Termination. This Agreement may be terminated by either party if the other party fails to fulfill obligations under this Agreement through no fault of the terminating party. A party intending to terminate Agreement shall give the other party seven (7) days written notice of defaults and intent to terminate. Termination of this Agreement shall take place seven (7) days from the date notice of intent to terminate has been given, unless all defaults have been cured, or the parties have reached agreement regarding resolution of matters in dispute between the parties. Upon termination, Excel Engineering shall stop work. Termination does not affect Excel Engineering's right to receive payment for services performed and costs incurred prior to notice of termination.

21. Non-Waiver. No failure or delay in executing any of a party's rights hereunder shall prevent its execution of such rights at a later date and neither shall a waiver by a party of any breach by the other party be deemed a waiver of any subsequent breach.

22. Third Parties. Nothing in this Agreement shall create a contractual or third party beneficiary relationship to any third party or create a cause of action against Excel Engineering or Client by any third party.

23. Completion of Services. Excel Engineering's services shall be complete upon issuance of the final Certificate for Payment, or in the absence of a final Certificate of Payment, 30 days after achieving Substantial Completion of the Work.

24. Collection. Client shall be responsible for any and all collection fees, litigation costs, actual attorney fees, and any and all other costs incurred by Excel Engineering in collecting any fees from Client that are past due under this Agreement.

25. Severability/Limitation in Scope. Each provision of this Agreement is separate from the other provisions. The invalidity or unenforceability of any provision, or portion thereof, shall not cause any other provision to be invalid or unenforceable. In the event that any provision, or portion thereof, is held to be invalid or unenforceable, the invalid or unenforceable provision or portion thereof shall be limited to the minimum extent required to become valid and enforceable.

26. Entire Agreement, Modification & Assignment. This Agreement shall embody the entire agreement between Excel Engineering and Client. No modification hereof shall be of any effect unless such modification is in writing and executed by the parties hereto. This Agreement may not be assigned without prior written approval by both parties.

27. Applicable Law and Forum Selection. This Agreement and the respective rights and duties of the parties shall be governed by Wisconsin law. All disputes between the parties arising from this Agreement, or otherwise, shall be subject to the exclusive jurisdiction of the Wisconsin state court system, with the Circuit Court for Fond du Lac, Wisconsin being the sole venue to initiate and continue litigation between the parties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2025

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

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

PRODUCER The McClone Agency, Inc. PO Box 389 Menasha WI 54952 License#: 100197661	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 800-236-1034 **FAX (A/C, No):** 920-725-3233 **E-MAIL ADDRESS:** certificate@mcclone.com
INSURED Excel Engineering, Inc. 100 Camelot Drive Fond du Lac WI 54935 EXCEENG-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Citizens Ins Co of America — 31534 **INSURER B :** Allmerica Financial Benefit In — 41840 **INSURER C :** Hanover Insurance Co. — 22292 **INSURER D :** Continental Casualty Company — 20443 **INSURER E :** Lexington Insurance Company — 19437 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 443292313 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZB1-J456917-02	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AW1-J457343-02	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UH1-J456918-02	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WB1-J424133-02	7/1/2025	7/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Professional Liability Excess Professional Liability			AEH591970758 015136176	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Each Occurence/Aggreg Each Occurence/Aggreg	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance for Quoting Purposes

CERTIFICATE HOLDER

Excel Engineering, Inc.
100 Camelot Drive
Fond du Lac WI 54935

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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