

RACINE WATER UTILITY
PUBLIC WATERMAIN IMPROVEMENTS
CONSTRUCTION SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2023, by and between the RACINE WATER UTILITY, hereinafter referred to as "RWU" and PINNACLE ENGINEERING GROUP, LLC., hereinafter referred to as: "PEG".

WITNESSETH that in consideration of the covenants herein, these parties agrees as follows:

Section 1. Via Vita consists of construction of watermain improvements as shown on the PLANS dated January 11, 2023 and prepared by PEG. After written authorization by the RWU, PEG shall provide professional Construction Management services for Via Vita. The scope of services provided will be in general accordance with the Exhibit B and conditioned as follows.

A. Construction Staking

Provide office setup and a surveyor and surveyor's assistant to stake the layout for construction of the proposed watermain in the field as required. Field staking and locations will include: setting line and grade one time for watermain, hydrants and fittings and collecting "as-built" information for watermain, hydrants and fittings.

B. Construction Observation

Provide a Construction Observation Technician at the construction site on either a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, or on a periodic part-time basis from PEG's office of not more than eight (8) hours per regular weekday, as deemed necessary by PEG, to assist the Contractor with interpretation of the drawings and specifications, to observe in general if the Contractor's work is in conformity with the final design documents, and to monitor the Contractor's progress as related to the Construction Contract. However, PEG is not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulation, or safety precautions and programs in connection with the project, and PEG does not guarantee the performance of the Contractor and is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract documents.

C. Construction Administration

Provide contract administration services as required for the project including attendance at the preconstruction meeting, preparation of construction record drawings, periodic site visits during the construction and day to day project coordination as described in Exhibit B attached hereto.

Conduct a final inspection of construction work and issue and opinion of substantial completion and satisfactory completion for acceptance of the project by the RWU. Prepare and provide "as-built" drawings as required by the Village and RWU.

Section 2. The RWU shall compensate PEG for the professional services enumerated in Section 1 as follows:

| | |
|---|-----------------|
| Section 1 – A – Construction Staking | \$2,500* |
| Section 1 – B - Construction Observation | \$3,200* |
| Section 1 – C – Construction Management/As-Builts | <u>\$2,800*</u> |
| Total Estimate: | \$8,500 |

*Construction Staking, Construction Observation and Construction Administration fees will be based on the hourly rate of compensation for the actual work time performed as shown in Exhibit A plus reimbursement of out-of-pocket expenses including automobile travel at business mileage rate approved by the United States Internal Revenue Service.

PEG may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the RWU upon receipt of the invoices for services. Payments to PEG after 30 consecutive calendar days from the date of the invoice for services shall include an additional late payment charge computed at an annual rate of Eighteen percent (18%) from the date of invoice.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this agreement by their duty authorized officers this ____ day of _____, 2023.

PINNACLE ENGINEERING GROUP, LLC

RACINE WATER UTILITY

BY: _____
Aaron E. Koch, P.E.

BY: _____

Senior Project Manager/Principal

Title: _____

STANDARD RATE SCHEDULE

Effective Thru Project Duration

| Design Classification | Straight-Time Rates | Over-Time Rates |
|--|----------------------------|------------------------|
| 1 Principal | \$185 | \$185 |
| 2 Senior Project Manager | \$175 | \$175 |
| 3 Project Manager | \$170 | \$170 |
| 4 Associate Project Manager | \$165 | \$165 |
| 5 Senior Project Engineer | \$155 | \$155 |
| 6 Project Engineer | \$140 | \$140 |
| 7 Staff Engineer | \$120 | \$120 |
| 8 Senior Engineering Technician | \$100 | \$100 |
| 9 Engineering Technician | \$95 | \$95 |
| 10 Landscape Architect | \$120 | \$120 |
| 11 Natural Resources Specialist | \$140 | \$140 |
| 12 Water Resources Engineer | \$140 | \$140 |
| 13 Professional Land Surveyor | \$130 | \$130 |
| 14 Surveying Drafter | \$120 | \$120 |
| 15 Survey Field Crew (Crew Chief only) | \$170* | \$220* |
| 16 Survey Field Crew (Crew Chief & Tech) | \$210* | \$275* |
| 17 Project Coordinator | \$95 | \$105 |
| 18 Administrative Staff | \$70 | \$80 |
| 19 Finance/Audit Accountant | \$130 | \$150 |

*Includes survey equipment. Mileage and material will be charged separately.

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

Equipment Expenses

| | |
|--|----------------|
| Survey Equipment (GPS Instrument & Equipped Truck) | \$420/day |
| Survey Equipment (Robot Instrument & Equipped Truck)..... | \$420/day |
| Survey Equipment (Total Station & Equipped Truck) | \$300/day |
| Field Equipment (AutoLevel)..... | \$300/day |
| Personal All Terrain Vehicle (ATV) & Trailer..... | \$80/day |
| Multi-Person All Terrain Vehicle (ATV) & Trailer..... | \$120/day |
| Company Vehicle | \$105/day |
| Company Job Trailer..... | \$80/day |
| Company Computer & Printer/Fax/Scanner | \$25/day |
| Company Level & Rod | \$20/day |
| Employee Mileage..... | \$1.05/mile |
| Travel Per Diem (Housing, Meals & Incidental Expenses) | IRS Allowances |

Direct Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$1.05. Direct Expenses are due immediately upon receipt of invoice.

EXHIBIT B

Engineering Services Proposal

Pinnacle Engineering Group, LLC. proposes to provide construction engineering services for the Primrose Racine public watermain improvements as follows:

Construction Staking

1. Watermain – field staking:
 - a. Centerline of watermain at 50-foot intervals and at all fittings, valves and grade changes (hub, lath and grade)
 - b. Centerline of all hydrants (hub, lath and grade) with offsets.
 - c. Service ends (location lath) with offsets.
2. “As-builts” Surveys:
 - a. Distances between all structures.
 - b. Calculations of all pipe grades.
 - c. Lateral locations at right-of-way.

Construction of Observation

1. Review plans and specifications prior to start of the project.
2. Review the following project requirements with the contractor:
 - a. Specific job details.
 - b. Traffic control requirements/closures
 - c. Permit conditions and requirements
3. Exchange phone numbers with the developer and the project contractor and establish the initial lines of communication
4. Review daily work schedules and scheduled events with the contractor.
5. Coordinate staking requirements or other significant scheduled events with the contractor and the construction engineer.
6. Anticipate potential problems and relay those concerns to the RWU, the contractor, design engineer, owner, developer or other appropriate party.
7. Review all materials for the project as they are delivered to the project site. Reject materials not conforming to the specifications.
8. Observe all work performed and determine if the end product is in conformance with the plans and specifications. Reject all work not in compliance.
9. Intercept contract documents when unique situations or questions arise. Request verification of interpretation from the construction engineer and inform the contractor of the determination.
10. Evaluate modifications required due to field conditions. Request approval of the required field changes from the RWU, if necessary, and inform the contractor of the necessary changes.
11. Compute quantities of work performed and verify the quantities with the contractor.
12. Collect any certifications required by the contract documents.
13. Develop a punch list as work proceeds. Review the punch list and inspect its completion with the contractor.

General Management

1. Prepare for and attend preconstruction meeting
2. Develop a list of contact names and telephone numbers of parties involved in the project to expedite future communications.
3. Develop final record drawings and other construction documents and distribute to the Village, the developer and the developer's engineer.
 - a. This activity will include, but not be limited to:
 - i. Modifications to the original plans (received at the preconstruction meeting in electronic form) to reflect changes made during construction and actual locations of laterals.
4. Day to day project coordination with the following:
 - a. Owner.
 - b. Developer's Design Engineer
 - c. Racine Water and Wastewater Utility personnel.
 - d. Village Public Works personnel.
 - e. Contractors.
 - f. Permitting authorities (Village of Mt. Pleasant and DNR).
 - g. Other affected parties such as schools, property owners, businesses, etc.
5. Review of contractor's shop drawing submittals, comments and distribution.