

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.** Pike River Crossing Phase I consists of construction of watermain improvements as shown on the PLANS dated October 24, 2023, and prepared by PEG. After written authorization by the RWU, PEG shall provide professional Construction Management services for LEO at Mount Pleasant. 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	\$18,600.00*
Section 1 – B - Construction Observation	\$30,100.00*
Section 1 – C – Construction Management/As-Builts	<u>\$26,500.00*</u>
Total Estimate:	\$75,200.00

\*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: \_\_\_\_\_