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April 20, 2026

Traci Gengler
Principal Engineer
City of West Allis Engineering Department
7525 W Greenfield Ave. Room 212
West Allis, WI 53214

RE: Proposal for Construction Engineering Services – City of West Allis – 2026 Lighting Circuit Upgrades

Dear Traci:

KL Engineering, Inc. is pleased to provide you with this proposal to perform construction engineering services for the 2026 Lighting Circuit Upgrade Project. The following attachments are included with this letter and should be considered part of our contract for engineering services:

- Attachment A – Scope of Services
- Attachment B – Billing Schedule
- Attachment C – General Terms and Conditions

The assumptions, schedule, and cost included with this proposal have been based on our experience with the previous circuit conversion projects. For reference, the cost for construction oversight included with this proposal (\$730/light) is of greater proportion to our costs for the 2025 circuit conversion projects (\$660/light), but is consistent with years prior. This slight increase is due to a combination of inflation, and utilizing new local staff, including a Senior Construction Oversight Engineer with more experience.

The total cost for construction services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$140,000**. The level of effort for KL Engineering to provide construction oversight and inspection is described in **Attachment A**. Our cost includes funds for the oversight of 2026 Circuit conversions, as well as a credit that will rollover from the 2025 circuit conversion oversight contract.

- 2025 Oversight Credit: -\$10,000
- 2026 Construction Oversight: \$150,000
 - Scoped as attached
- Total Contract Cost: \$140,000

Basis of Payment and General Conditions

This work shall be completed in accordance with the attached General Terms and Conditions, which shall be considered a part of this contract upon the written approval indicated below. KL Engineering will submit monthly invoices for work completed under this proposal. City of West Allis will reimburse KL Engineering within 30 days from the date of the invoice.

Standard billing rates provided with this contract will be subject to revision as necessary after November 1, 2026. These rates will be reflected in KL's invoice statements at that time.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this proposal. You may indicate your approval for us to proceed by signing the appropriate section of this proposal and returning it to us.

Sincerely,
KL Engineering, Inc.



Jake Joyal, P.E.
Project Leader

KL Engineering, Inc.

Approved By: _____



Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: April 20, 2026

City of West Allis

Approved By: _____

Title: _____

Date: _____

Attachment A

Construction Engineering Scope of Services

2026 Circuit Conversions West Allis, Wisconsin

Project Background:

This proposal is to perform construction engineering services for the 2026 circuit conversion projects. Projects included in the 2026 Streetlighting Circuit Conversion scope are as follows:

1. Circuit S-1: Entire Circuit
2. Circuit U-4: Entire Circuit

Active Construction Oversight and Inspection

- Schedule Assumptions:
 - Construction kickoff by April 20, 2026
 - Construction sufficient completion deadline (per bid contract) is October 31, 2026
 - Full-time active construction is expected to occur for a 31-week project duration (29-week allowable schedule, with an additional 2-weeks for as-built quantification)
- Basis for Active Oversight and Inspection by KL Engineering:
 - Accounts for staffing for the entire 31-week project duration
 - Based on an average of just under 2.5 site visits/full days on site per week for the entire duration
 - Oversight efforts are expected to vary dependent on the pace and schedule of the contractor

Project Management and Administration:

This task involves administrative efforts necessary to establish the project oversight and ensure adequate construction progress. The sub-tasks include the following:

- Meetings
 - A pre-construction meeting will be held prior to construction start
 - Facilitate construction progress and scheduling meetings, assumed to be held every other week.
- Material Reviews
 - This proposal includes administrative and technical support to review equipment submittals from the contractor.
- Technical Support
 - This proposal includes technical support during construction to address inquiries regarding design intent, reviewing construction change requests, and teleconferences.

Construction Oversight and Inspection:

This task involves efforts necessary to provide direct construction oversight of the lighting conversion projects, and to ensure the work completed conforms to the plan and specification requirements. The sub-tasks include the following:

- Construction Oversight
 - Provide staff to oversee project management and administrative tasks.
 - Management tasks include progress reporting, meetings, and other administrative tasks.
- Construction Inspection
 - Staking – Provide initial staking for all plan locations in coordination with the Contractor.
 - Routine Inspection - Provide an inspector to monitor electrical installations on a periodic basis, not full-time inspection.
 - Punch List Inspection - Provide an inspector to complete a punch list inspection for the project, including follow-up visits and documentation to ensure conformance on all punch list items.

Deliverables and Other Items:

This task involves efforts necessary for miscellaneous coordination and to prepare accurate and complete record drawings for each lighting conversion project. The sub-tasks include the following:

- Administrative Support:
 - Tracking and approving pay requests
 - Reviewing and approving change orders
 - Managing schedule and budget reports (monthly)
- Project Management:
 - Coordination with utilities
 - Coordination for new utility service installation
 - Coordination with property owners
 - Coordination with other projects
- As-Built Mapping:
 - As-built plans will be compiled from field locations and provided to the City in PDF format for transcription to the GIS database.



ATTACHMENT B

STANDARD BILLING RATE SCHEDULE EFFECTIVE NOVEMBER 1, 2025

Limited Term Employee	\$80.00
Administration	\$90.00
Senior Administration	\$115.00
Technician I	\$85.00
Technician II	\$95.00
Technician III	\$100.00
Technician IV	\$107.00
Technician V	\$112.00
Senior Technician I	\$125.00
Senior Technician II	\$130.00
Senior Technician III	\$140.00
Senior Technician IV	\$150.00
Senior Technician V	\$165.00
Surveyor I	\$90.00
Surveyor II	\$95.00
Surveyor III	\$100.00
Surveyor IV	\$113.00
Surveyor V	\$117.00
Senior Surveyor I	\$125.00
Senior Surveyor II	\$130.00
Senior Surveyor III	\$135.00
Senior Surveyor IV	\$145.00
Senior Surveyor V	\$150.00
Engineer I	\$116.00
Engineer II	\$120.00
Engineer III	\$126.00
Engineer IV	\$130.00
Engineer V	\$136.00
Electrical Engineer I	\$118.00
Senior Engineer I	\$142.00
Senior Engineer II	\$146.00
Senior Engineer III	\$155.00
Senior Engineer IV	\$165.00
Senior Engineer V	\$170.00
Senior Specialist I	\$135.00
Senior Specialist II	\$142.00
Senior Specialist III	\$150.00
Senior Specialist IV	\$175.00
Senior Specialist V	\$188.00
Technical Leader I	\$170.00
Technical Leader II	\$175.00
Technical Leader III	\$185.00
Project Leader I	\$170.00
Project Leader II	\$175.00
Project Leader III	\$185.00
Senior Technical Leader	\$195.00
Senior Project Leader	\$195.00
Discipline Leader	\$200.00
Director	\$225.00
Executive	\$235.00

Expenses

Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc.) at cost

Travel Expenses

Company or Personal Car Mileage IRS rate
Lodging and Subsistence at cost

Billing and Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice.

An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of the invoice.

This schedule of billing rates is effective November 1, 2025 and will remain in effect until October 31, 2026 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

General Terms and Conditions of the Engineering Services

1. KL Engineering, Inc. will begin engineering services upon written authorization from the Client to proceed. Receipt of a signed Agreement will be considered written authorization. For projects requiring phased services, a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase. For projects not requiring phased services, a final approval of the work is required prior to completion of the project.
2. Pursuant to the scope of the project described herein, KL Engineering, Inc. shall perform the services, which may include the preparation of design documents, all of which will be subject to Client's review and approval and all of which KL Engineering, Inc. shall perform and prepare within the fee terms described herein. If Client requests revisions to the services and/or design documents, and if the same is within the scope of services, KL Engineering, Inc. shall make the requested revisions at no additional cost in accordance with the terms of this Agreement. Any revisions requested beyond the original identified scope are provided as Additional Services and will be billed according to KL Engineering, Inc.'s current billing schedule.
3. KL Engineering, Inc. will bill the Client monthly with net payment due in thirty (30) days from the date of the invoice. Past due balances shall be subject to an interest charge at a rate of 1½% per month and Client shall be responsible for the cost of collection, including attorney's fees. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under this Agreement and any other agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
4. The quoted fees and scope of engineering services constitute the estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope of the projects and/or services. KL Engineering, Inc., will promptly inform the Client in writing of such situations so that changes in this agreement can be made as required.
5. Costs and schedule commitments under this Agreement shall be subject to change for delays caused by the Client's failure to provide specified facilities, resources, or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
6. KL Engineering, Inc., will maintain insurance coverage for: Worker's Compensation, General Liability, Auto Liability, and Professional Liability. KL Engineering, Inc., will provide information as to specific limits upon written request. If the Client requires coverages or limits in addition to those in effect as of the date of the Agreement, premiums for additional insurance shall be paid by the Client. The liability of KL Engineering, Inc., to the Client for any indemnity commitments, or for any damages arising in any way out of performance of this Agreement is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect. IN NO EVENT SHALL KL ENGINEERING BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION OF VALUE OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTACT, TORT OR OTHERWISE. IN NO EVENT SHALL KL ENGINEERING'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID BY THE CLIENT TO KL ENGINEERING, INC. HEREUNDER.
7. Client shall indemnify and hold harmless KL Engineering, Inc. from and against all judgments, losses, damages, and expenses (including attorney fees and defense costs) to the extent such judgments, losses, damages, or expenses are caused by any negligent act, error, or omission of Client or any person or organization for which Client has engaged or is legally liable. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.
8. In the event of a dispute between KL Engineering, Inc. and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. If such negotiation fails to resolve the dispute, KL Engineering, Inc. and Client agree that all disputes between them arising out of or relating to this Agreement may be submitted to non-binding mediation or either party may take other steps to resolve the dispute. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
9. Termination of this Agreement by the Client or KL Engineering, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. KL Engineering, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Client violates the agreements entered into between KL Engineering, Inc., and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, KL Engineering, Inc., may upon seven (7) days' written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
10. Reuse of any documents and/or engineering services pertaining to this project by the Client or extensions of this project or on any other project shall be at the Client's sole risk. The Client agrees to defend, indemnify, and hold harmless KL Engineering, Inc., from all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or engineering services by the Client or by others acting through the Client.
11. KL Engineering, Inc. is allowed to maintain for its own use and reference, its research and development and associated technologies it develops during the course of this Agreement and/or resulting from the performance of its services. Furthermore, KL Engineering, Inc. has created or acquired rights in certain intellectual property prior to this Agreement or unrelated to the services. KL Engineering, Inc. retains all ownership rights in this intellectual property, including all improvements, modifications, enhancements, and derivatives thereof.
12. KL Engineering, Inc., will provide engineering services in accordance with generally accepted professional practices. KL Engineering, Inc., does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any Uniform Commercial Code. Similarly, KL Engineering, Inc., will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. The terms herein shall exclusively govern the services to be provided by KL Engineering, Inc. to Client.
13. KL Engineering, Inc., intends to serve as the Client's professional representative for those services as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Client are rendered on the basis of experience and qualifications and represents the professional judgment of KL Engineering, Inc. However, KL Engineering, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Client agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in any way to project or construction costs.
14. This Agreement shall not be construed as giving KL Engineering, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
16. This Agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.
17. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.