

March 18, 2025

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

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

Dear Traci:

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

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

The total cost for lighting and signal design services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$90,225**. The level of effort for KL Engineering to provide lighting and electrical design is described in **Attachment A**.

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 lighting and electrical design included with this proposal has been reduced from previous circuit conversion projects costs due to client familiarity and acquired expertise/experience of younger staff. This contract assumes a similar magnitude of work as compared to previous years, averaging 350 lighting units converted between both City and Contractor forces, as well as signal design and survey for the W Lincoln Ave & Electric Ave/S 55<sup>th</sup> St intersection.

Upon delegation of circuits to be converted with this design contract, KL will coordinate with the City of West Allis to ensure the work and budget are compatible. KL will produce a written document to confirm contract scope and budget, and any discrepancies will be handled via amendment as necessary.

#### **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, 2025. 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 with the specific tasks by signing the appropriate section of this proposal and returning it to us.

Sincerely, KL Engineering, Inc.

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Jake Joyal, P.E. Project Leader II

KL Engineering, Inc.
Approved By:
Title: Director – Infrastructure Services
The Director - Initastructure Services

Date: March 18, 2025

City of West Allis

Approved By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

# Attachment A

# **Contract Assumptions and Scope of Services**

# Lighting, Signal and Electrical Design Services 2026 Circuit Conversions West Allis, Wisconsin

This document describes contract assumptions and provides a scope of services to perform lighting and traffic engineering and electrical design services for the City of West Allis, Wisconsin. The scope of services are described as follows:

### Project Assumptions

- Lighting Design Assumptions:
  - Lighting design will utilize and reference West Allis standard electrical specifications and details.
  - Lighting infrastructure will be designed to meet NEC specifications.
  - Includes revisions to the electrical standards and details as necessary based on lessons learned from previous Circuit Conversion projects.
  - Lighting design will be based on a 1-for-1 replacement with existing lighting units. Exact layout will be designed based on best practices, field conditions, and construction coordination.
  - Photometric modeling and illumination documentation are not included.
  - All lighting infrastructure will conform to the standardized materials as determined for use with these projects. Exceptions to standard conditions may require additional design effort to complete.
- Signal Design Assumptions (W Lincoln Ave & Electric Ave & S 55th St Intersection):
  - This proposal assumes complete removal and reconstruction of the traffic signal at the intersection of W Lincoln Ave with Electric Ave and S 55th Street.
  - The traffic signal plan will include standard equipment and audible pedestrian signals.
  - Traffic signal equipment will be chosen based on City preferences as well as engineering judgement to promote safety at the intersection while remaining within right of way and utility constraints. The favored option would be monotube signal equipment to implement traffic signal head per lane for the associated safety benefits. Right of way and utility constraints may require more compact traffic signal equipment.
  - Traffic signal plans and specifications will be developed based on WisDOT specifications unless City specifications or preferences are in conflict, in which case City preferences and specifications will prevail.
  - This proposal is based on a locally funded (non-WisDOT) project, with bidding documents compiled by the City of West Allis. Signal plans and bidding documents may be combined with the previously completed D6 lighting circuit conversion documents.
  - Temporary traffic signal design is not included with this proposal. This proposal is based on the assumption that a construction staging concept will not require a temporary traffic signal for this intersection. If a temporary traffic signal is required, temporary traffic signal design can be completed under a separate agreement for an additional fee.
  - This proposal does not include construction engineering services.

# Preliminary Engineering:

The preliminary engineering phase includes data collection and investigative efforts necessary to establish the design parameters that will be subsequently used in the Design Engineering phase.

The scope of preliminary engineering work is similar for all project circuits. The preliminary engineering sub-tasks include the following:

- Update the Lighting System Analyzer Database
  - The database prepared as part of the planning study will be updated and maintained on an ongoing basis.
    - Updates include adjusting estimates to reflect 2025 bid results.

- Meetings KL will facilitate a kickoff meeting in the spring of 2025 at the City of West Allis to confirm the following project details:
  - o Lessons learned from 2025 Circuit Conversion Design Process
  - Schedule and project milestones
  - Design methodology and standard practices
  - Points of contact and coordination
- Mapping
  - KL will use the city's GIS database to develop a 2D layout of the extents of each circuit to be used in lieu of actual survey data. This database will also be used to obtain rough approximations of gas and electric utility locations, as well as existing streetlighting infrastructure.
  - KL will coordinate with diggers hotline for utility mapping of the circuit conversion area to determine potential locations of significant conflicts.
  - KL will perform a field review and manually locate all streetlighting units and controls. Data will be uploaded into Civil 3D for design utilization to create removal plans.
  - Field survey will be collected for the W Lincoln Ave and Electric Ave signal design only as described below. Field survey will not be collected for typical lighting design except for when work falls within roadway reconstruction limits, where KL will coordinate with the city to obtain survey data from others. KL may request additional survey to be completed by the city when more specific mapping data is required.
- Survey
  - Perform surveys in accordance with the following assumed datum references:
    - Horizontal Datum and Adjustment NAD 83 (2011)
    - Coordinate Reference System WISCRS Milwaukee Co
    - Vertical Datum and Adjustment NAVD 88 (2012)
  - Survey is to be supplemental topographical survey and horizontal location of utilities. Aerial imagery and GIS data for preliminary design will be provided by the City.
  - Survey shall include marked utility structures (underground and overhead), curb and gutter, roadway centerline, and prominent geometric features as necessary to adequately map the area in combination with 2D linework obtained from the Village GIS database
  - RTK GPS survey will be utilized throughout the limits of the project, unless otherwise noted. Horizontal and vertical control will only be set in areas that require conventional traversing and measurement with a total station. Elevations established for any vertical control will be GPS observed only. The scope of this project does not warrant performing a level run throughout the entire limits of the survey. Therefore, any vertical control set will be considered local and not tied across the project limits.
  - KL will coordinate with diggers hotline for utility locates within the phase limits defined by the implementation plan
  - File a Diggers Hotline locate request for all underground utility facilities within the project limits. Promptly survey all marked facilities. Facilities include but are not limited to: Gas, Telephone, Communications, Cable TV, Fiber Optic, Electric, Water, Oil, Petroleum, Sanitary Sewer, Sanitary Force Mains, Steam, and Storm Sewer. Compare marked and surveyed facilities to utility system maps to identify discrepancies and work with utility owner to rectify. This Contract includes one (1) deployment to locate utility facilities. No-Show Relocate tickets are not included with this contract for any member facility owners that did not mark their utility facilities. Additional deployments will not be completed.
  - Survey assumptions include:
    - 1 intersection and approximately 200 feet of roadway along each approach (5 total)
    - Manhole/Inlet investigations are not required
    - Elevations are not required for utility structures
    - Traffic control will not be required for any utility structures in heavy traffic
    - Section corners do not need to be located. There is no right-of-way plat for the project.
  - Basis for survey efforts by KL Engineering:
    - Total Allocation 55 hours (includes preparation, travel time, and data processing)
- Field Work
  - KL will perform field reviews to manually locate all existing streetlighting infrastructure for the specified high voltage series circuits and signal infrastructure for the W Lincoln Ave and Electric Ave intersection.

- KL will inspect all existing lighting infrastructure to determine and document its availability for re-use.
- KL will measure all applicable panel amperages and circuit voltage drops on existing low voltage electrical services to determine capacity for carrying additional loads from converted high voltage systems.
- KL will field verify and document any significant potential conflicts including complex overhead or underground utility configurations, steep grades, railroad corridors, tree canopy issues, paved terrace areas, and other similar features.
- KL will field document all existing signing within the project limits as it pertains to shared lighting infrastructure.
- Deliverables
  - Includes plans with existing conditions mapping and depiction of all features described above.
  - o Includes site photos, electrical documentation, and other field notes.

### Design Engineering:

This task includes completion of streetlighting, and electrical design for the high voltage circuits, signal design for the W Lincoln Ave and Electric Ave intersection, as well as development of plans, specifications and construction estimates for preliminary and final project intervals. The scope of design engineering work is similar for all project segments.

The design engineering sub-tasks include the following:

- Meetings KL will meet with City staff at two (2) design intervals in summer and fall to review all circuit conversion design plans and determine any conflicts with scheduling or roadway reconstruction projects.
- Electrical Service and Lighting Controls Coordination
  - Using the City mapping created from GIS and manual locates, proposed cabinet locations will be determined. Proposed cabinet locations shall be optimized by taking consideration of neighboring low voltage service capacities, as well as all future high voltage circuit conversion projects.
    - It is assumed that existing low voltage lighting services outside of the project limits may be considered as a potential power source.
    - It is assumed that proposed low voltage lighting services may be installed with the anticipation for future expansion beyond the project limits.
  - This task includes coordination with the electrical utility for up to one (1) new electrical service per high voltage series circuit being converted, completing the permit form and application, and conflict mitigation.
- Street Lighting Design
  - All existing street lighting infrastructure that was located from manual inspection and GIS databases will be mapped in AutoCAD Civil 3D and required removals will be determined.
  - Final lighting layout, electrical conduit routing, pull box and control cabinet locations will be mapped in AutoCAD Civil 3D.
  - Using the proposed layouts, voltage drop calculations will be performed to determine optimized electrical circuiting and conductor sizing. All calculations will be documented with spreadsheets and will be available for review upon request.
  - Includes establishing requirements for temporary connections, temporary lighting, and other construction operations.
  - o Includes accounting for sign replacement where infrastructure is shared
  - Traffic Signal Design
    - Traffic Signal Removal Includes completing an inventory of existing traffic signal equipment, evaluating the condition of existing equipment, and identifying the appropriate traffic signal equipment to be salvaged for reuse.
    - Preliminary Signal Design Includes identifying recommended phasing, and preliminary equipment layout. This task also includes utility coordination for conflict mitigation.
    - Final Signal Design Includes electrical design (conduit/pullboxes/cabling/wiring), final equipment layout, hardware requirements, and signal control requirements. This task also includes coordination with the electrical utility for one (1) new service.
    - Construction Documents Includes developing plan sheets, specifications, miscellaneous quantity tables, and estimate of construction cost.
- Field Work

 Upon completion of pre-final design, KL will field verify all proposed lighting, signal, pull box and cabinet locations to ensure design efficiency and mitigate conflicts with existing geometrics and known utilities.

#### **Bidding and Administration:**

This task includes preparing and submitting deliverables for project advertisement and letting. The scope of bidding and administration work is similar for all project segments.

The bidding and administration sub-tasks include the following:

- Prepare Bidding Plans and Specifications KL will develop and submit construction documents for each circuit conversion, as well as the traffic signal, for two project intervals, pre-final and final, with one (1) opportunity for official review after the pre-final submittal. Deliverables will include the following:
  - Lighting Removal Plans
  - Lighting Plans
  - Traffic Signal Removal Plans
  - Traffic Signal Plans
  - Signing Plans
  - Construction Details (4 pages)
  - Technical Specifications
  - Bid Tabulations
- Project Delivery and Administration
  - This proposal assumes that construction estimates will be updated continuously and presented at check-in meetings with the City of West Allis.
  - This proposal assumes lighting designs associated with any concurrent roadway reconstruction projects will be included with the circuit conversion project lettings and will not be bid as part of the roadway projects. Preparing lighting deliverables for multiple lettings may require additional services to complete.
  - This proposal is based on the City completing bidding documents and advertisement for one (1) letting per all high voltage series circuit conversions, and one (1) letting per signalized intersection design. The required contractor sealed bid submittal package will include the following elements that then assure conformance with state bidding and construction laws as noted in Wisconsin Statutes 66.0901, and 62.15:
    - Bid bond
    - Signed bid form (binding price)
    - All proposed material submittals (correlate with the bid price)
    - Affidavit of organization
    - Project bidding manual
    - Project advertisement on Quest
    - Other front-end documents as required
- Meetings and Coordination:
  - Includes one (1) kick-off meeting as described previously.
  - Includes two (2) design review meetings as described previously.
  - Includes one (1) pre-bid meeting with contractors.

#### Project Schedule:

We anticipate quickly mobilizing upon receiving authorization to proceed with the intent to prepare biddable plans for a construction site in early spring. See below for the anticipated design schedule for the 2026 lighting upgrade projects:

- March 28, 2025: Authorization to proceed
- Spring, 2025: Kickoff meeting
- Summer, 2025: Design review meeting #1
- Fall, 2025: Design review meeting #2
- Early December, 2025: Plans to City for Review
- Late December, 2025: Plans advertised for bids
- January, 2026: Award bids
- May, 2026: Start construction

The schedule for the remainder of the construction season will be dictated by the contractor(s) who will be selected to complete the work and other factors that will be determined through the design process.



#### STANDARD BILLING RATE SCHEDULE **EFFECTIVE NOVEMBER 1, 2024**

Limited Term Employee	\$77.00	
Administration	\$90.00	
Senior Administration	\$110.00	
Technician I	\$85.00	
Technician II	\$90.00	
Technician III	\$95.00	
Technician IV	\$105.00	
Technician V	\$110.00	
Senior Technician I	\$120.00	
Senior Technician II	\$130.00	
Senior Technician III	\$140.00	
Senior Technician IV	\$150.00	
Senior Technician V	\$160.00	
Surveyor I	\$90.00	
Surveyor II	\$95.00	
Surveyor III	\$100.00	
Surveyor IV	\$110.00	
Surveyor V	\$115.00	
Senior Surveyor I	\$120.00	
Senior Surveyor II	\$125.00	
Senior Surveyor III	\$135.00	
Senior Surveyor IV	\$140.00	
Senior Surveyor V	\$145.00	
Engineer I	\$113.00	
Engineer II	\$117.00	
Engineer III	\$124.00	
Engineer IV	\$129.00	
Engineer V	\$132.00	
Senior Engineer I	\$135.00	
Senior Engineer II	\$140.00	
Senior Engineer III	\$150.00	
Senior Engineer IV	\$160.00	
Senior Engineer V	\$165.00	
	\$125.00	
Senior Specialist I	\$125.00	
Senior Specialist II		
Senior Specialist III	\$145.00	
Senior Specialist IV	\$155.00	
Senior Specialist V	\$180.00	
Technical Leader I	\$165.00	
Technical Leader II	\$170.00	
Technical Leader III	\$180.00	
Project Leader I	\$165.00	
Project Leader II	\$170.00	
Project Leader III	\$180.00	
Senior Technical Leader	\$185.00	
Senior Project Leader	\$185.00	
Discipline Leader	\$190.00	
Director	\$205.00	
Executive	\$220.00	
Expenses Out-of-pocket direct job expenses (reproductions, sub-consultants, equipment rental, etc.)		at cost
		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		

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, 2024 and will remain in effect until October 31, 2025 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

#### KL ENGINEERING, INC. General Terms and Conditions of the Engineering Services

- KL Engineering, Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract 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.
- 2. KL Engineering, Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1½% per month. In addition, KL Engineering, Inc., may after, giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
- 3. 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. KL Engineering, Inc., will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.
- 4. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities 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, 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.
- 5. 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 Owner 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 Owner. The liability of KL Engineering, Inc., to the Owner for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amounts which KL Engineering, Inc., has in effect.
- 6. Owner 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 Owner or any person or organization for which Owner 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.
- 7. In the event of a dispute between KL Engineering, Inc. and Owner 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. Should such negotiation fail to resolve the dispute, KL Engineering, Inc. and Owner agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

- 8. Termination of this agreement by the Owner 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 Owner violates the agreements entered into between KL Engineering, Inc., and the Owner or if the Owner fails to carry out any of the duies 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 Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of KL Engineering, Inc.
- 9. Reuse of any documents and/or engineering services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnity, 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 Owner or by others acting through the Owner.
- 10. 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 Owner 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.
- 11. KL Engineering, Inc., intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by KL Engineering, Inc., for the Owner 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. Owner agrees to hold KL Engineering, Inc., harmless for any claim arising out of or related in anyway to project or construction costs.
- 12. 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.
- 13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.
- 14. 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.
- 15. 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.