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September 5, 2024

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

RE: Farmers Market Electrical Upgrades – City of West Allis

Dear Traci:

KL Engineering, Inc. is pleased to provide you with this proposal to perform electrical design for the Farmers Market 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 the services listed below will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$15,363.50**.

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.

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.

Jake Joyal, P.E.
Senior Engineer III

KL Engineering, Inc.

Approved By: _____

Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: September 5, 2024

City of West Allis

Approved By: _____

Title: _____

Date: _____

Attachment A

Contract Assumptions and Scope of Services

Electrical Design Services

Farmers Market

City of West Allis, Wisconsin

Project Background and Assumptions

- Project footprint covers nearly 2 acres of City owned real estate, including a parking area, pavilions, and open space.
- Existing 120/240V 200A electrical service lateral is derived from the alley south of the project area, between 65th and 66th streets.
- The existing meter and main disconnect are in the southwest corner of the market attached to the brick structure. Power runs to the market office building into two branch circuit electric panels with minimal capacity for additional spare circuits.
- Luminaires and aesthetic lighting products for replacement or upgrade will be specified by others.
- Creation of biddable documents are not included with this contract
- Field survey will not be collected and is not included with this contract.

Design Standards

- All underground lighting infrastructure will conform to the standardized materials as determined for use with City of West Allis projects.
- Lighting design will utilize and reference City of West Allis standard electrical specifications and details.
- Lighting infrastructure will be designed to meet NEC specifications.

Scope of Engineering Services

- Preliminary Engineering
 - Preliminary Lighting Design and concept development was completed by others to include identification of proposed luminaire make/models and approximate locations.
 - City of West Allis has identified circuiting and routing of existing receptacles in service.
 - Capacity evaluation of the existing service was completed previously under a separate contract.
- Design Engineering
 - This contract includes an evaluation of the proposed lighting system (by others) for constructability, operability, and cost efficiency, while maintaining the desired aesthetic.
 - This contract includes electrical design for added capacity to the existing system for conformance with the proposed loads and potential future expansion. Design includes coordination to increase the electrical service, design of up to one (1) additional breaker panel and enclosure, and the infrastructure and re-routing of conduit and wiring as necessary to integrate the system.
 - Development of a materials list for purchase by the City of West Allis will be provided. Materials include light fixtures, controls, conduit, conductors, electrical panels, and any miscellaneous items necessary to complete the work.
 - Plans will be prepared for use by City of West Allis forces, detailing the electrical design and requirements. Preparation of a biddable plan set, and associated documents are not included.
 - A formal planning study for upgrading receptacles, site amenities, and subsequent electrical service upgrades, are not included with this contract, but can be completed via Amendment.
 - Photometric modeling and illumination documentation are not included with this contract.
- Construction Oversight
 - Formal construction oversight is not included with this contract.
 - This contract includes up to two (2) site visits during construction by City forces to clarify design intent, confirm system integration, and verify operations.
- Meetings
 - Includes one (1) design review meeting with the City of West Allis to be held virtually.

Bidding and Administration

- Biddable Plans and Specifications are not included with this contract.

Project Schedule

We anticipate quickly mobilizing upon receiving authorization to proceed with the intent to provide documents for construction in the winter of 2024/2025. See below for the anticipated design schedule for the farmers market electrical upgrades:

- CDBG Purchase Order deadline: November 1, 2024
- Construction: Winter 2024/2025

STANDARD BILLING RATE SCHEDULE
EFFECTIVE NOVEMBER 1, 2023

Limited Term Employee	\$75.00
Administration	\$85.00
Senior Administration	\$110.00
Technician I	\$85.00
Technician II	\$90.00
Technician III	\$95.00
Technician IV	\$100.00
Technician V	\$105.00
Senior Technician I	\$110.00
Senior Technician II	\$125.00
Senior Technician III	\$130.00
Senior Technician IV	\$145.00
Senior Technician V	\$155.00
Surveyor I	\$95.00
Surveyor II	\$100.00
Surveyor III	\$105.00
Surveyor IV	\$107.00
Surveyor V	\$110.00
Senior Surveyor I	\$115.00
Senior Surveyor II	\$120.00
Senior Surveyor III	\$125.00
Senior Surveyor IV	\$130.00
Senior Surveyor V	\$135.00
Engineer I	\$105.00
Engineer II	\$110.00
Engineer III	\$117.00
Engineer IV	\$121.00
Engineer V	\$125.00
Senior Engineer I	\$130.00
Senior Engineer II	\$140.00
Senior Engineer III	\$150.00
Senior Engineer IV	\$155.00
Senior Engineer V	\$160.00
Senior Specialist I	\$120.00
Senior Specialist II	\$130.00
Senior Specialist III	\$140.00
Senior Specialist IV	\$150.00
Senior Specialist V	\$175.00
Technical Leader I	\$155.00
Technical Leader II	\$160.00
Technical Leader III	\$170.00
Project Leader I	\$150.00
Project Leader II	\$160.00
Project Leader III	\$170.00
Senior Technical Leader	\$175.00
Senior Project Leader	\$175.00
Discipline Leader	\$185.00
Director	\$195.00
Principal	\$210.00

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, 2023 and will remain in effect until October 31, 2024 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**

1. 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 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 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, 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 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.