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April 14, 2021

Peter Daniels, P.E.  
City Engineer  
City of West Allis Engineering Department  
7525 W Greenfield Ave. Room 212  
West Allis, WI 53214

RE: Proposal to Amend KL Engineering's Contract for Construction Engineering Services – City of West Allis – 2021 Lighting Circuit Upgrades

Dear Peter:

KL Engineering, Inc. is pleased to provide you with this proposal to perform construction engineering services for the 2021 Lighting Circuit Upgrade Projects. 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 total cost for construction services will be billed on an hourly basis utilizing the enclosed billing schedule with a maximum cost of **\$125,000**. The level of effort for KL Engineering to provide construction oversight and inspection is described in **Attachment A**.

The assumptions, schedule, and cost included with this proposal have been based on our experience with the 2020 circuit conversion project. For reference, the cost for construction oversight included with this proposal is within similar proportion to our costs for the 2020 circuit conversion projects. When compared against cost-per-light estimates, and when applying the same percentage of construction cost, the extrapolated figures ranged from \$117K - \$122K. Our current cost is on the conservative end of this range, based on a larger magnitude with the 2021 project (+30 more lights), and the potential to oversee a contractor with lesser performance than was experienced in 2020.

This proposal also includes an acknowledgement of KL's remaining budget for the 2021 circuit conversion design contract. The remaining budget will be reserved and can be used for potential design alterations or other additions during the construction process. Further discussion will be required to determine an appropriate allocation for any remaining design budget, prior to the end of the year.


#### 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 by signing the appropriate section of this proposal and returning it to us.

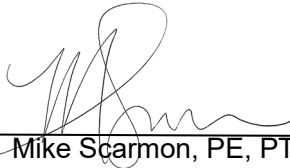
Sincerely,  
KL Engineering, Inc.



Jake Joyal, P.E.  
Senior Engineer

KL Engineering, Inc.

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



Mike Scarmon, PE, PTOE

Title: Director – Infrastructure Services

Date: April 14, 2021

City of West Allis

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

Title: \_\_\_\_\_

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

# **Attachment A**

## **Construction Engineering Scope of Services**

### **2021 Circuit Conversions West Allis, Wisconsin**

#### **Project Background:**

This proposal is to perform construction engineering services for the 2021 circuit conversion projects. Projects included in the 2021 Streetlighting Circuit Conversion scope are as follows:

1. Circuit B-4
2. Circuit L-3
3. Circuit B-1 (as-built mapping only)
4. Circuit F-5 (as-built mapping only)
5. Circuit H-2 (as-built mapping only)

#### **Active Construction Oversight and Inspection**

- Schedule Assumptions:
  - Construction kickoff by June 1, 2021
  - Construction completion deadline (per bid contract) is October 29, 2021
  - Project duration assumed to include up to a total of 23 active weeks of construction
  - Full-time active construction is expected to occur for the entire 23-week project duration
- Basis for Active Oversight and Inspection by KL Engineering:
  - Total Allocation - 860 hours (includes management, inspection, and administrative efforts)
  - Accounts for staffing for the entire 23-week project duration
  - Based on an average of 2 site visits per week for the entire duration (similar rate in 2020)
  - 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
  - Facilitate one (1) pre-construction meeting for the high voltage series circuit conversion project.
  - Facilitate construction progress and scheduling meetings, assumed to be held every 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
  - Routine Inspection - Provide an inspector to monitor electrical installations on a periodic basis, not full-time inspection.
  - Staking – Provide initial staking for all plan locations in coordination with the Contractor.
  - Punch List Inspection - Provide an inspector to complete a punch list inspection for the project. This task includes a follow-up visit 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 mapping will be compiled from field locations.
  - Mapping will be developed, converted and formatted for inclusion with the City's GIS database
  - Mapping will be coordinate correct and digitally based, updated plans are not included

## 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.



**STANDARD BILLING RATE SCHEDULE**  
**EFFECTIVE JANUARY 1, 2021**

|                         |          |
|-------------------------|----------|
| Administration          | \$70.00  |
| Limited Term Employee   | \$55.00  |
| Technician I            | \$66.00  |
| Technician II           | \$75.00  |
| Technician III          | \$84.00  |
| Technician IV           | \$90.00  |
| Technician V            | \$95.00  |
| Senior Technician I     | \$100.00 |
| Senior Technician II    | \$105.00 |
| Senior Technician III   | \$115.00 |
| Surveyor I              | \$75.00  |
| Surveyor II             | \$78.00  |
| Surveyor III            | \$81.00  |
| Surveyor IV             | \$85.00  |
| Surveyor V              | \$90.00  |
| Senior Surveyor I       | \$95.00  |
| Senior Surveyor II      | \$100.00 |
| Senior Surveyor III     | \$105.00 |
| Engineer I              | \$87.00  |
| Engineer II             | \$91.00  |
| Engineer III            | \$93.00  |
| Engineer IV             | \$95.00  |
| Engineer V              | \$100.00 |
| Senior Engineer I       | \$110.00 |
| Senior Engineer II      | \$115.00 |
| Senior Engineer III     | \$130.00 |
| Senior Specialist III   | \$115.00 |
| Technical Leader        | \$120.00 |
| Project Leader          | \$140.00 |
| Senior Technical Leader | \$142.00 |
| Senior Project Leader   | \$145.00 |
| Discipline Leader       | \$145.00 |
| Director                | \$155.00 |
| Principal               | \$160.00 |

**Expenses**

|  |         |
|--|---------|
| Out-of-pocket direct job expenses<br>(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 January 1, 2021 and will remain in effect until December 31, 2021 unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.