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Germantown, WI 53022
262.735.4856
www.klengineering.com

February 9, 2021

Ms. Melissa Lipska
City of Waukesha Parks
Sent via email: mlipska@waukesha-wi.gov

**Re: Proposal for additional services: New Berlin Connector Bike Trail Phase 2 Design:
Amendment #1**

Dear Mrs. Lipska

KL Engineering, Inc. (KL) is pleased to provide this proposal to the City of Waukesha (CLIENT) for additional design services (Amendment #1) for the New Berlin Connector Bike Trail Phase 2 (PROJECT).

Lynda Fink will be the Project Manager and the main point of contact for this agreement.

General Amendment #1 Understanding and Assumptions

- Additional plat-related services are required for the project to allow for construction of the trail over private property.
- Four (4) additional team meetings are required based on the extension of the project timeline and increased communications with the railroad, Eaton Corporation and WeEnergies.
- The CLIENT is interested in having KL create the necessary legal descriptions and exhibits for the two impacted properties- Eaton Corporation and WeEnergies.
- The CLIENT will be preparing the written easement documents and will be coordinating directly with the property owners.
- The CLIENT will provide title work for Eaton Corporation.
- KL will be responsible for the following:
 - For Eaton Corporation:
 - Field survey to locate the property irons and section corners (Trip #1)
 - Appraisal survey for the proposed easement area (Trip #2)
 - Metes and bounds legal description.
 - A property exhibit that shows the general context of the overall property, the proposed easement area with the appropriate monumentation context and dimensioning to match the legal description. This will not be a Certified Survey Map, a Plat of Survey, A Traditional Plat nor a Transportation Project Plat. The exhibit will not be a stand-alone recordable document but will be an exhibit within the larger easement document.

- For WeEnergies
 - A legal description similar to those utilized in other WeEnergies License Agreements as reviewed with the City. This is more general in nature and will be limited to a general PLSS description based on the Range, Township, Section, and ¼, further detailed in general terms of offset by adjacent roadways.
 - An exhibit that shows the general area of the proposed trail over WeEnergies property. This will be a single plan sheet with the WeEnergies corridor, Eaton Corporation, the existing trail, and proposed area for the easement based on the future trail. Dimensions of the trail and easement areas will also be shown.

- Final property iron staking is not included in the scope of this proposal.

- KL will complete the plat-related services prior to March 30, 2021 with the exception of appraisal staking which will be completed based on the timing requested by the CLIENT-

- The project completion date for the contract is extended to February 1, 2022.

Fee:

Based on review of the amendment & scope, KL has developed the following cost per task:

- Easement exhibits and legal descriptions for both properties: \$2,614.00
 - Field survey for property irons & section corners for Eaton Corporation: \$1,494.00
 - Appraisal Staking for Eaton Corporation: \$ 762.00
 - Four (4) Team Meetings at \$520 per meeting per original proposal: \$2,080.00
- \$6,950.00**

KL will complete amendment #1 work at a specific rate, not to exceed cost of \$6,890.00 plus direct expenses for travel to total \$6,950.00.

Rates and direct expenses for the original contract will be updated with this amendment based on the attached KL 2021 Standard Billing Rate Schedule. All future work, original and amendment #1, will be billed in accordance with the attached table. NOTE: The original contract not to exceed amount of \$53,070.00 is not impacted by this update; the increase in contract amount is due to the additional services being provided by KL as detailed above.

Contract amended to a total cost not to exceed \$60,020.00

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 will submit monthly invoices for work completed under this proposal. The CLIENT will reimburse KL within 30 days from the date of each 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.

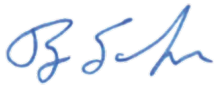
We appreciate this opportunity to provide this proposal. If you have any questions, please feel free to contact us directly at 262.735.4856. To accept this proposal, please sign and return (digital is acceptable). Upon receipt of an executed copy, KL will commence work on the PROJECT.

Sincerely,

KL Engineering, Inc.



Lynda M. Fink, PLA
Project Manager



Ryan Schanhofer
Senior Vice President

Accepted by: City of Waukesha

(Signature)

(Name)

(Title)

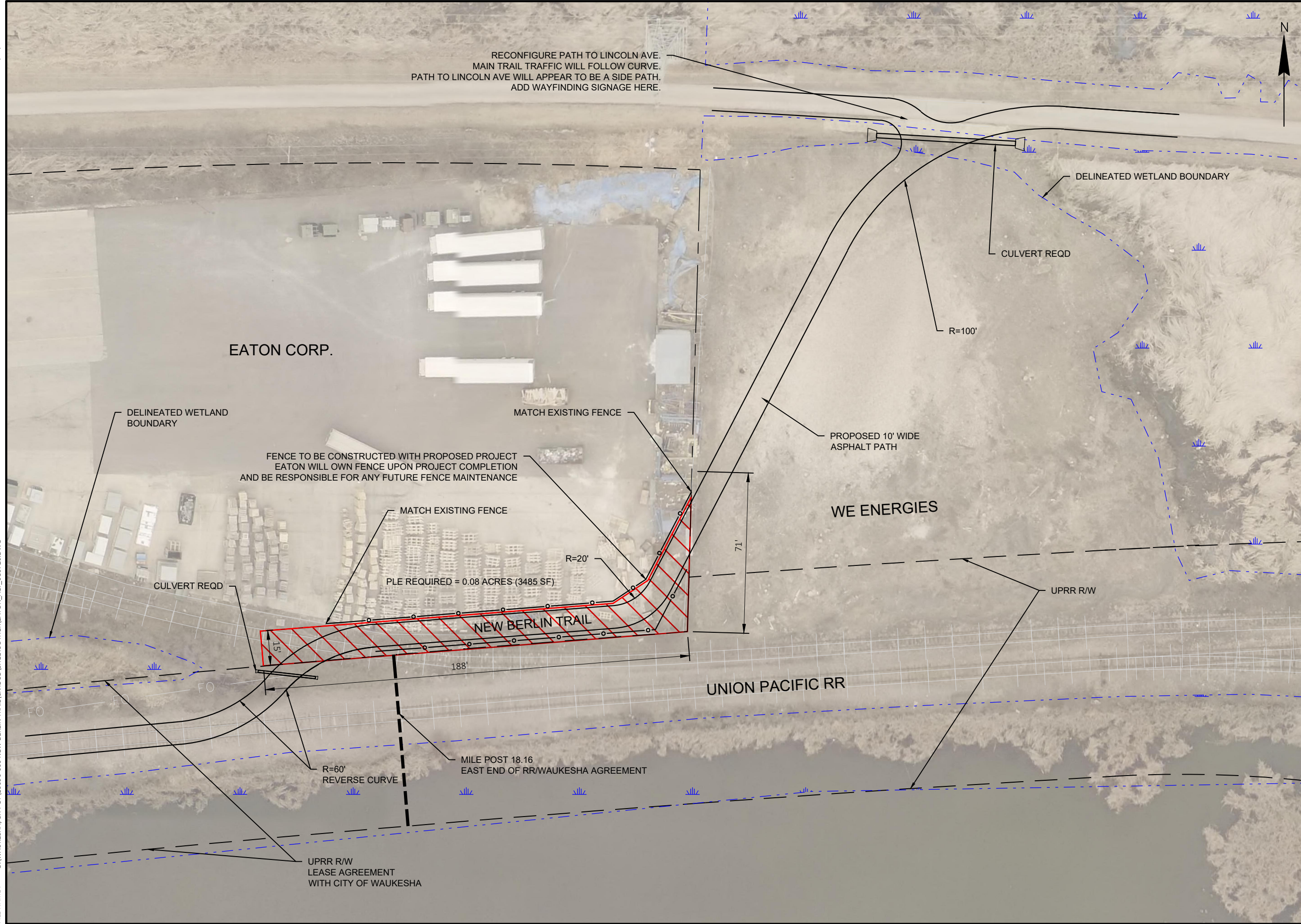
(Date)

Encl. Area Scope Exhibit
KL 2021 Standard Billing Rate

PLOT DATE : 9/18/2020 8:06 AM

PLOT BY : JOSH MERCER

FILE NAME : G:\WAUKESHA, CITY OF\19090-000 NEW BERLIN TRAIL\CIVIL 3D\SHEET\OTHER\EATON_ALT_080720.DWG



Engineering

[A] Better Experience

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CITY OF WAUKESHA

**NEW BERLIN TRAIL :
AREA SCOPE EXHIBIT**

Project No: XXXXXX-XX

Date: XX-XX-XXXX

Designed By: XXX

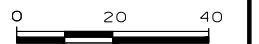
Drafted By: XXX

Checked By: XXXX

Revisions: XX-XX-XXXX

SHEET NO.

SCALE, FEET





**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
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 at cost
(reproductions, sub-consultants, equipment rental, etc)

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.