



MEMORANDUM

DATE: July 9, 2025

TO: Water Commission

FROM: Kelly Zylstra, Operations Manager

RE: Approve Professional Services Agreement with SmithGroup, Inc. for 2025

We have been working with Brent Brown, formerly of CH2M Hill, and Jacobs, since 2001 on many aspects of the Great Lakes Project. His primary role has been to provide support for the Diversion Permit and effluent water quality to the Root River. He recently decided to leave Jacobs and join SmithGroup, Inc.

To address critical ongoing matters, retain continuity, and institutional knowledge, his continued support is necessary for a few key items. Therefore, I recommend entering into a PSA with SmithGroup, Inc.

This scope of work for on-call support will be as directed by WWU. Anticipated tasks to be completed may include the following:

- General support related to return flow and the application and diversion approvals.
- Support implementation and reporting on Root River monitoring including USGS and UW-Parkside contracting and oversight, and data collection and analysis.
- Support updating the Root River Monitoring Quality Assurance Project Plan to incorporate modifications previously communicated to WDNR.
- Support diversion approval annual reporting including addressing comments and facilitating negotiations with WDNR.
- Oversee agricultural contracting, lease agreement, and land management with farming operator, and coordinate with Milwaukee County as needed for operator and contractor access to the Root River.
- Provide miscellaneous CWP coordination related to the diversion such as continuing support with the chloride reduction program, pharmaceutical and personal care product reduction program, and overseeing mercury monitoring and coordination with City of Milwaukee and Milwaukee Metropolitan Sewerage District.
- Provide support for WWU communications.
- Coordinate with WWU and City IT staff for migrating SharePoint files to City's Cloud Microsoft account.

Recommended Motion: Move to approve a Professional Services Agreement with SmithGroup, Inc. for an amount not to exceed \$25,000.

PROFESSIONAL SERVICES AGREEMENT
DIVERSION IMPLEMENTATION AND REPORTING ASSISTANCE
SMITHGROUP
WAUKESHA, WISCONSIN

WATER UTILITY
CITY OF WAUKESHA

KELLY ZYLSTRA
PROJECT MANAGER

AGREEMENT FOR DIVERSION IMPLEMENTATION AND REPORTING ASSISTANCE

This is an agreement for professional services to be provided to the UTILITY of Waukesha, a Wisconsin UTILITY, (hereinafter "UTILITY"), by SmithGroup, Inc. (hereinafter "PROVIDER").

I. SCOPE OF SERVICES

The services to be performed by the PROVIDER on behalf of the UTILITY, including the time of performance, are described in Exhibit A, which is attached hereto and incorporated herein by this reference. The obligations and responsibilities of the UTILITY to provide information and support to the PROVIDER are also described in Exhibit A. Time is of the essence in the performance of all phases of this agreement.

II. COMPENSATION AND PAYMENT

The UTILITY agrees to pay PROVIDER an amount not to exceed \$25,000 or twenty-five thousand dollars for the services set forth herein. Rates and fees when charged on time and expense basis shall be those listed in Exhibit A.

PROVIDER will submit to the UTILITY a detailed billing invoice and brief status report on or before the first day of each month during the term of this agreement. It shall be directed to the attention of the Project Manager. Invoices will show the total amount being invoiced and hours of service, nature of work, and previous invoiced amounts where applicable.

The UTILITY will endeavor to make payments on or after the third Friday of the month for services provided and for billing received prior to the first day of that month. A purchase order will be prepared and will become a part of this agreement. The UTILITY is a tax exempt (Wis. ES 2678) enterprise.

III. ADMINISTRATION AND NOTICE

This agreement will be administered on behalf of the UTILITY by Kelly Zylstra. All written notices shall be sent to the attention of the Project Manager at the Waukesha Water Utility, 115 Delafield Street, Waukesha, WI 53188.

This agreement will be administered on behalf of the PROVIDER by Brent Brown. All notices shall be directed to the attention of the Provider at: SmithGroup, 247 W Freshwater Way, Suite 700, Milwaukee, WI 53204, with a copy of all legal notices to SmithGroup, Attention: Bryon Lewinski, Controller, 500 Griswold Street, Suite 1700, Detroit, MI 48226.

IV. INSURANCE

The PROVIDER, at their expense, shall maintain Insurance from a carrier with an AM Best's rating of an A- or better, in the form and amounts required by and approved by the UTILITY.

Comprehensive General Liability

\$2,000,000 General Aggregate, Per Project

\$2,000,000 Products-Completed Operations Aggregate, Per Project

Automobile \$1,000,000 Combined Single Limit, Per Accident for B.I. & P.D.

Workers Comp. \$100,000 / \$500,000 / \$100,000

Umbrella Liability \$5,000,000/\$5,000,000; \$10,000 Max. Self-Retention Each
Occurrence/Aggregate

Errors & Omission \$1,000,000 / \$2,000,000 Per Claim / Annual Aggregate

At the time of execution of this Agreement, and without limiting the UTILITY's right to indemnification, the PROVIDER shall provide a current Certificate of Insurance to the UTILITY evidencing the insurances required above. The insurances required above shall be maintained by the PROVIDER for one year following the completion of this Agreement and shall not be cancelled or limited in scope or coverage unless thirty days prior written notice is given to the UTILITY. The UTILITY shall be named an "additional insured" on the general liability, auto, and umbrella policies. A waiver of subrogation is required on all policies except Errors and Omission. With the exception of Errors and Omissions, claims made policies will not be accepted.

In addition, PROVIDER'S sub-contractors and any other individual working in the performance of this Agreement shall be required to provide the PROVIDER with insurance coverage in the same form and amounts as listed above. The PROVIDER will be responsible for maintaining current Certificates of Insurance of all sub-contractor/supplier's for one year following the completion of this Agreement. The UTILITY may request copies of the sub-contractor/supplier Certificates of Insurance from the PROVIDER at any time.

V. TERMINATION

This agreement may be terminated by the UTILITY, in its sole discretion, upon written notice to the PROVIDER. In the event of termination, the PROVIDER shall be paid in full for any services performed to the date of that termination.

VI. STANDARD OF CARE

PROVIDER will follow generally accepted industry practices, professional standards and guidelines in the performance of its obligations under this agreement.

VII. INDEMNIFICATION AND HOLD HARMLESS

PROVIDER agrees to indemnify and hold harmless the UTILITY, its officers, agents and employees against any and all actions, damages, judgments, costs, or fees, including

reasonable attorneys' fees, arising out of, but only to the extent attributable to, the negligent act, error, or omission or intentional misconduct of the PROVIDER, its agents, or employees under this agreement. The indemnification required herein shall not be limited by reason of the specification of any particular insurance coverage that results from this agreement.

VIII. INDEPENDENT CONTRACTOR

It is agreed that PROVIDER at all times shall be considered an independent contractor in the performance of its duties under this agreement and its employees and agents shall not be considered employees of the UTILITY for any purpose whatsoever. All duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the UTILITY and PROVIDER and not for the benefit of any other party. This agreement shall not create a contractual relationship with any third party.

IX. LICENSES AND PERMITS

PROVIDER shall be responsible for obtaining any licenses or permits required to perform its obligations under this agreement.

X. RECORDS

PROVIDER shall keep all of its records arising out of this agreement for a period of seven (7) years after receipt of the final payment under this Agreement. PROVIDER understands that such records may be subject to the provisions of Wisconsin law relating to public records. At its own risk, PROVIDER may use for its own purposes any documents or plans created or prepared under this agreement, unless such use is expressly prohibited by the UTILITY in Exhibit A.

XI. ASSIGNMENT AND SUBCONTRACTING

Subcontracting or assignment by PROVIDER of any portion of the services described in this agreement without the express written approval of the Project Manager is prohibited.

XII. CONFIDENTIALITY

All of the reports, information, data, diagrams, plans, etc., prepared or assembled by the PROVIDER under this Agreement are the property of the UTILITY and are confidential. The PROVIDER agrees that they shall not be made available to any individual or organization without the prior written approval of the UTILITY, unless such disclosure is required by law.

XIII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Wisconsin, the City of Waukesha, and the rules and regulations of the City and UTILITY.

XIV. SOLE AGREEMENT

This document contains the entire agreement between the parties. It may not be modified except by a written agreement signed by the duly authorized agents of the UTILITY and the PROVIDER. In the event of a conflict between this agreement and any Exhibit, the terms of this document shall control.

IN WITNESS HERETO, THE DULY AUTHORIZED AGENTS OF THE PARTIES AFFIX
THEIR SIGNATURES.

PROVIDER:

By: 
Cassie Goodwin

Title: Senior Principal

Date: July 9, 2025

UTILITY:

By: _____
Joseph J. Piatt.
Commission President

Date: _____

BY: _____
Joan L. Francoeur
Commission Secretary

Date: _____

BY: _____
Kelly Zylstra, P.E.
Operations Manager

Date: _____

Exhibit A

Scope of Work

The City of Waukesha (city) and Waukesha Water Utility (WWU or UTILITY) successfully transitioned to a Lake Michigan water supply in November 2023 and are required to complete annual reporting to the Wisconsin Department of Natural Resources (WDNR) to demonstrate compliance with the diversion approval requirements. In addition, the city's Clean Water Plant (CWP) discharge permit includes provisions that have overlap with the diversion operation and that requires close coordination between the CWP and WWU. The SmithGroup project manager Brent Brown has supported the city since 2001 when he was a primary author of the diversion application and had technical leadership roles in negotiating the diversion approval, CWP discharge permit renewals, and implementing various elements of monitoring and reporting.

This scope of work is for on-call support and the actual scope will be as directed by the UTILITY. Anticipated tasks to be completed may include the following:

- General support related to return flow and the application and diversion approvals.
- Support implementation and reporting on Root River monitoring including USGS and UW-Parkside contracting and oversight, and data collection and analysis.
- Support updating the Root River Monitoring Quality Assurance Project Plan to incorporate modifications previously communicated to WDNR.
- Support diversion approval annual reporting including addressing comments and facilitating negotiations with WDNR.
- Support CWP permit renewal application to provide consistency with application and diversion approvals.
- Oversee agricultural contracting, lease agreement, and land management with farming operator, and coordinate with Milwaukee County as needed for operator and contractor access to the Root River.
- Provide miscellaneous CWP coordination related to the diversion such as continuing support with the chloride reduction program, pharmaceutical and personal care product reduction program, and overseeing mercury monitoring and coordination with City of Milwaukee and Milwaukee Metropolitan Sewerage District.
- Provide technical support and consortium leadership related to the Illinois Fox River TMDL.
- Provide support for WWU and city commission communications.
- Coordinate with WWU and city IT staff for migrating SharePoint files to City's Cloud Microsoft account.
- Provide project management such as budgeting and invoicing, status reports, and internal team coordination.
- Miscellaneous tasks directed by the city, WWU, CWP or Department of Public Works (DPW).

Schedule

On-call support under this scope of work will continue as directed by the UTILITY and is anticipated through December 31, 2025.

Labor Rates and Expenses

The following rates will be utilized throughout 2025. For staff or disciplines not identified below, billing rates will not exceed 2.8 times raw labor rates. Expenses will be invoiced at direct cost (i.e. no mark-up).

Name or Project Role	Hourly Rate
Brent Brown or Project Manager	\$225
Project Engineer, Civil Engineer I, Landscape Architect II	\$125
Project Scientist, Planner I, Landscape Architect I	\$104
Civil Engineer II	\$151
Civil Engineer III	\$166
Project or Administrative Assistant	\$104