



City of Waukesha
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City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 9/04/25
ID Number: ID#25-02067	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Council Submission Date: 9/16/25
Agenda Item Title: Review and possible action on the On-Call Engineering and Operations Support Services Contract with Jacobs Engineering Group, Inc., for the Clean Water Plant.	

Issue Before the Council: Jacobs Engineering was contracted for the design and construction services for the Return Flow Pump Station and Advanced Phosphorus Treatment with Facilities Enhancement project with the Clean Water Plant. The Clean Water Plant would like to continue to work with Jacob's because of their familiarity and engineering experience with our facility. This contract will allow Jacobs to support plant engineering and operations issues and continue to assist with the chloride reduction program.
Options & Alternatives: Discontinue work with Jacobs Engineering or modify attached contract.
Additional Details:

What is the Strategic Plan Priority this item relates to:

Financial Sustainability

What impact will this item have on the Strategic Plan Priority?

Operational support and consulting will save the city time and money.

Financial Remarks:

Contract not to exceed \$75,150.00 over duration of contract. The cost per year is estimated to be \$20,000.00 This would be paid out of the consulting budget of 7380.52135. The 2025 budget for 7380.52135 is \$100,000.00.


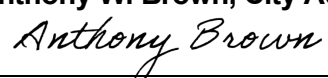
Executive Recommendation:

Recommend approval.

Recommended Motion:

Recommend approval of On-Call Engineering and Operations Support Services Contract with Jacobs Engineering Group, Inc. for the Clean Water Plant

Reviewed By:

Brian Running, City Attorney 	Date Reviewed 29 Aug 2025
Joseph P. Ciurro, Finance Director	Date Reviewed
Anthony W. Brown, City Administrator 	Date Reviewed 08/29/2025

Consulting Services Contract
City of Waukesha – Jacobs Engineering Group, Inc.
On-Call Engineering and Operations Support Services

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Jacobs Engineering Group, Inc., 1610 North 2nd Street, Suite 201, Milwaukee, Wisconsin 53212, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The City's wastewater-treatment plant, called the Clean Water Plant, has been significantly upgraded to comply with the terms of the City's Lake Michigan water diversion. Consultant designed, and oversaw the construction and start-up of, the upgraded facilities at the Clean Water Plant.

The City wants Consultant to continue assisting the Clean Water Plant with on-call, as-needed support relating to treatment processes, operations, and miscellaneous related matters; as well as matters relating to on-site water-softener inspections as part of the City's chloride-reduction program.

Consultant is willing to provide such services to the City.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Services.** The Consultant shall perform and provide on-call, as-needed consulting services described in Schedule A and as specified by the City in individual work orders, or as otherwise mutually agreed-upon by the Parties. Consultant shall accept work orders as its capacity allows, in good faith. This is referred to herein as the Services.
2. **Standard of Services.** Consultant will perform its services according to generally-accepted industry practices in the professions of the individual employees performing the Services for Consultant.
3. **Fees.** The City shall pay Consultant for the Services on the basis of the hourly rates shown in the table below, which shall apply to regular work hours as well as overtime and weekends. Hourly rates for individuals not shown in the table shall be as mutually agreed by the Parties. Rates may be adjusted annually on January 1 according to any percentage increase of the Consumer Price Index, CPI-U, All Items, in the prior 12-month period. Hourly rates are inclusive of all labor, materials, equipment, administrative services, mileage, meals, lodging, and other costs necessary for completing the Services. All items shall be billed at actual cost with no mark-up.

Personnel	Hourly Rate
Tara Hawes	\$122.86
Jeff Harenda	\$125.00
Jim Fisher	\$225.00
Chloe White	\$121.77
Dustin Maas	\$190.18
Kassidy O'Malley	\$112.48
Project Accountant	\$40.00

4. **Payment.** Consultant shall invoice the City monthly, and invoices shall include a detailed itemization of all amounts. All invoices shall be payable net 30 days.

5. **Cost Estimates.** Before commencement of any individual project, Consultant shall provide City with a good-faith estimate of the total fees that may be charged in connection with the project, and shall notify City if at any time during performance of the Services it appears that any estimate will be exceeded.
6. **Term.** This Contract commences on the last date of execution by the Parties and shall terminate upon either (i) the mutual agreement of the Parties, or (ii) when a cost estimate provided pursuant to section 5 would first cause the total amount paid under this Contract to equal or exceed \$75,152.00, whichever occurs first. The term may be extended by the written agreement of the Parties.
7. **Ownership of Work Product.** All materials produced exclusively in the performance of this Contract shall be the sole property of the City.
8. **Indemnification.** Consultant shall indemnify and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind proximately caused by Consultant's negligent performance of the Services, but only to the extent of the proportion of such liabilities caused by the negligent performance; and from any liabilities to the extent caused by Consultant's reckless, wanton, or intentional misconduct; including court costs and reasonable attorney fees.
9. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of this Contract. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions. Consultant shall obtain an endorsement to the general liability policy making the City an additional insured, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers authorized to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, and \$1,000,000 property damage, combined single limit.
 - c. Excess liability-umbrella, \$5,000,000 aggregate.
 - d. Worker compensation, statutory requirements.
 - e. Professional liability-errors and omissions, \$2,000,000 per claim and in aggregate.
10. **Limitation of Liability.** Consultant shall not be liable to City for any indirect, incidental, or consequential damages.
11. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of this Contract for no less than 7 years after completion, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to third-party disclosure pursuant to Wisconsin's Open Records Law.
12. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of this Contract, and shall respond timely to all reasonable requests for information and access.
13. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

14. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
15. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of this Contract, unless expressly agreed otherwise by the City.
16. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform this Contract, may not be assigned by the Consultant without the City's written consent.
17. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention: Alex Damien, Director of Public Works
City of Waukesha
201 Delafield Street
Waukesha WI 53188
adamien@waukesha-wi.gov

To Consultant: Attention: Kerry Meyer, P.E., Manager of Projects
Jacobs Engineering Group, Inc.
1610 North 2nd Street
Suite 201
Milwaukee, WI 53212

18. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then, upon adjudication of a breach, the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including reasonable attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
20. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
21. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records, will not be confidential, and will be subject to disclosure to the public under Wisconsin's Open Records law.

City of Waukesha

By Shawn N. Reilly, Mayor

Date:_____

Attested by Katie Panella, City Clerk

Date:_____

To certify that funds are provided for payment:

Joseph P. Ciarro, Director of Finance

Date:_____

Jacobs Engineering Group, Inc.

By (print name)_____

Title:_____

Date:_____

By (print name)_____

Title:_____

Date:_____

Schedule A

Scope of Services

This contract will include on-call support related to the following activities, including inspections completed for the chlorides program and project management starting on March 29, 2025.

This work excludes support provided by the Consultant related to the phosphorus treatment and return flow pumping negotiations that are being supported by the Consultant in the Consulting Services Contract fully executed on November 28, 2018 between the City and Consultant:

Task 1: Project Management

- Internal team coordination
- Monthly invoicing with status report

Task 2: CWP Operations

- Treatment process operations, such as phosphorus treatment trouble shooting and technical support.
- Return flow pump station, surge tank, and flow metering operations and mechanical technical support.
- Return flow pipeline trouble shooting and operational support.
- Return flow pump station programming and controls.
- Root River reaeration and discharge facility operation, remote monitoring, and communications support.
- Miscellaneous treatment process communication, controls, and electrical engineering support.
- Miscellaneous CWP administrative support such as budgeting, facility management, WDNR reporting, operations, and Compliance Maintenance Annual Report (CMAR) submittals.

Task 3: Softener Inspections

- Complete on-site softener inspections as a City agent to support the chloride reduction program.