



City of Waukesha
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City of Waukesha Cover Sheet

Committee: Board of Public Works	BPW Meeting Date: 09/18/25
ID Number: ID#25-02145	Ordinance/Resolution Number (if applicable): N/A
Department Submitting: Department of Public Works	Council Meeting Date: 10/07/25
Agenda Item Title: Review and possible action on the On-Call Engineering and Operations Support Services Contract with SmithGroup, Inc., for the Clean Water Plant.	

Issue Before the Council: The City of Waukesha has had prior consulting work on vital topics for the Department of Public works including permitting, the Illinois Fox River Total Maximum Daily Load (TMDL), Wisconsin Department of Natural Resources (WDNR) reporting. The DPW – Engineering and DPW - CWP would like to continue this consulting work with SmithGroup because of their familiarity and project experience with our facility and experience working through previous permits and regulation setting with the WDNR. This contract will allow SmithGroup to support Waukesha on these topics that require specialized knowledge to navigate and will be coordinated with the permitting efforts provided by the SmithGroup for the Waukesha Water Utility.
Options & Alternatives: Discontinue work with SmithGroup or modify attached contract.
Additional Details: Contract attached.

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 \$117,444.00 over duration of contract. The cost per year is estimated to be \$39,148. This would be paid out of the consulting budget of 7380.52135. The 2025 budget for 7380.52135 is \$100,000.00.


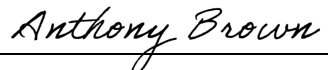
Executive Recommendation:

Recommend approval.

Recommended Motion:

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

Reviewed By:

Brian Running, City Attorney 	Date Reviewed 10 Sep 2025
Joseph P. Ciarro, Finance Director	Date Reviewed
Anthony W. Brown, City Administrator 	Date Reviewed 09/10/2025

Consulting Services Contract
City of Waukesha and SmithGroup, Inc.
Project Name: On-Call Engineering and Operation Support Services

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and SmithGroup, Inc., referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The Consultant will assist the Department of Public Works (DPW) - Clean Water Plant (CWP) and Engineering with on-call support related to permitting, the Illinois Fox River Total Maximum Daily Load (TMDL), Wisconsin Department of Natural Resources (WDNR) reporting, and miscellaneous support as directed City of Waukesha DPW or CWP.

The Consultant will perform consulting services according to the Scope of Work and as directed by the City.

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

1. **Scope of Work.** The Consultant shall perform the Work described in Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the standards of the professions of the individual employees performing the Work for Consultant.
3. **Fees.** Fees for the Services shall be calculated on an hourly basis, at the hourly rates shown in the table below. The rates shall apply for regular work hours as well as overtime and weekend hours. Before commencement of any 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 it appears that the estimate will be exceeded. The hourly rates may be escalated once per calendar year after January 1st at a rate no more than the CPI inflation rate provided by the City. For staff not identified in the below table, Consultant labor rates shall not exceed a 2.8 raw labor multiplier. All expenses will be billed at cost (i.e. no markup).

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

4. **Payment.** The City shall pay to Consultant for performance of the Work in compliance with the terms and conditions of this Contract. Consultant shall invoice the City monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
5. **Term of Contract.** This Contract shall be effective as of the date of its execution by all Parties, and shall terminate upon request by either Party. This Contract may be renewed or extended by the written agreement of the Parties to do so.
6. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.

7. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
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 to the extent that they are proximately caused by Consultant's negligent performance of the Work or by Consultants reckless, wanton, or intentional misconduct, including court costs and reasonable attorney fees.
9. **Insurance.** Consultant shall maintain insurance of the following kinds and for the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions policies. Consultant shall obtain an endorsement including the City an additional insured on commercial general liability, automobile liability, and excess liability-umbrella policies. Consultant's insurance except for professional errors and omissions shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed 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 general aggregate.
 - b. Automobile liability, \$1,000,000 bodily injury and \$1,000,000 property damage combined single limit.
 - c. Excess liability-umbrella, \$5,000,000 in aggregate.
 - d. Worker compensation, statutory requirements.
 - e. Professional liability-errors and omissions, \$2,000,000 per claim and in aggregate.
10. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
11. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
12. **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.
13. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
14. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
15. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
16. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention Director of Public Works
City of Waukesha
201 Delafield Street
Waukesha WI 53188

To Consultant: SmithGroup, Inc.
Brent Brown, Senior Principal and Project Manager
247 W Freshwater Way, Suite 700
Milwaukee, WI 53204

With copy to: SmithGroup, Inc.
Attention: Bryon Lewinski, Controller
500 Griswold Street, Suite 1700,
Detroit, MI 48226

17. **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.
18. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
19. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
20. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment, subject to statutory governmental immunities and liability limits.
21. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
22. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
23. **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.
24. **Integration, Construction of Contract.** This Contract constitutes the entire agreement of the Parties formed as a result of the City's RFP and the Consultant's responsive proposal. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

If there are any conflicts among the terms of this Contract and any documents incorporated into this Contract, including Schedule A, then the terms of this Contract shall control.

25. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.
26. **Limitation of Liability.** Consultant shall not be liable for incidental or consequential contract damages. There shall be no other limitations of Consultant's liability
27. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records and will be subject to disclosure to the public under Wisconsin's Open Records law.
28. **Effective Date.** This Contract shall be effective as of the latest date of execution shown below.

City of Waukesha


By Shawn N. Reilly, Mayor
Date: _____

Attested by Katie Panella, City Clerk
Date: _____

To certify that funds are provided for payment:

Joe Ciurro, Director of Finance
Date: _____

SmithGroup, Inc.



By (print name): Brent A. Brown
Title: Senior Principal and Project Manager
Date: 9/3/2025

Schedule A Scope of Work

This contract will include on-call support related to the following activities.

Task 1: Permitting

- WPDES permit renewal
- WPDES permit reporting
- Coordination with the Waukesha Water Utility to implement the Disinfection Study
- Coordination with the Waukesha Water Utility to implement the Dissipative Cooling Study
- Review PHOA/PFOS results and draft report prior to WDNR submittal from City-completed sampling program.
- Miscellaneous support as directed by City

Task 2: TMDL

- Illinois Fox River TMDL technical support
- Consortium leadership and communications
- WDNR correspondence and participation in TMDL working groups and webinars
- Coordination between CWP and City stormwater
- Miscellaneous support as directed by City

Task 3: Miscellaneous On-Call Support

- To continue uninterrupted support to City when unforeseen support is needed, this task includes approximately 100 hours in miscellaneous on-call budget that will only be utilized as directed by City.

Task 4: Project Management

- Monthly invoice and status report
- Internal project management and team coordination

Fee

The budget for this Scope of Work will not exceed \$117,444 without written amendment executed by both parties. The anticipated budget breakdown between tasks include:

Task	Budget
Permitting	\$ 34,200
TMDL	\$ 44,752
Miscellaneous On-Call	\$ 20,280
Project Management	\$ 18,212