

**BILL NO. S-12-05-13**

**SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

AN ORDINANCE approving PROFESSIONAL ENGINEERING SERVICES CONTRACT - CSO #52 SATELLITE DISINFECTION FACILITY FINAL DESIGN W.O. #75692 between TETRA TECH and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the PROFESSIONAL ENGINEERING SERVICES CONTRACT - CSO #52 SATELLITE DISINFECTION FACILITY FINAL DESIGN W.O. #75692 by and between TETRA TECH and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

Professional Engineering Services to complete the final design for the CSO #52 Satellite Disinfection Facility. Tetra Tech shall also provide bidding services to assist the City during the bidding phase of the project

involving a total cost of TWO HUNDRED SIX THOUSAND, SIX HUNDRED TWENTY AND 00/100 DOLLARS - \$206,620.00. A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

**Council Member**

APPROVED AS TO FORM AND LEGALITY

**Carol Helton, City Attorney**



# Board Agenda Transmittal

To: Board of Public Works

From: T. J. Short, Sr. Program Manager – Sewer Engineering, Ext. 2740

Date: 4/30/2012 10:33 AM

Re: Resolution/Contract# \_\_\_\_\_, Work Order# 75692 Project Name \_\_\_\_\_

*PSA for* **CSO # 52 Satellite Disinfection Facility Final Design** *with Tetra Tech*

Enclosed are ~~1~~ originals of the following to be placed on the **Board** agenda for **May 2, 2012**.

☐ Resolution Type ☐ Award ☐ Acceptance ☐ Owner-Contractor Agreement

☐ Change Order ☐ Escrow Release ☐ Claims/Write offs

☒ PSA ☐ Special Street Permit ☒ Consent Decree

☐ Other (Description)

\*Prior Approval Required ☐ Yes ☒ No

\*Council Approval Required ☒ Yes ☐ No

Date for Council Agenda: May 8, 2012

Project/Agreement Amount \$206,620.<sup>00</sup>

Additional Comments:

Upon approval please return ~~2~~ originals to **Abbey Kennedy**.

## **PROFESSIONAL SERVICES AGREEMENT**

### **CSO #52 Satellite Disinfection Facility Design ("Project")**

This Agreement is by and between

**CITY OF FORT WAYNE ("CITY")**

by and through its

Board of Public Works  
City of Fort Wayne  
200 E. Berry Street, Suite 240  
Fort Wayne, IN 46802

and

Tetra Tech ("ENGINEER")  
710 Avis Drive  
Ann Arbor, MI 48108

Who agree as follows:

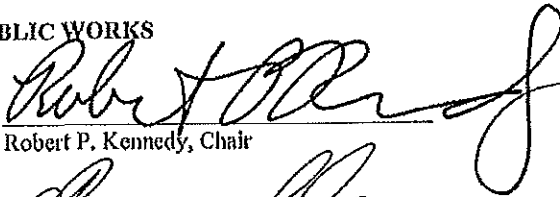
CITY hereby engages ENGINEER to perform the services set forth in Part I - Services ("Services"), and ENGINEER agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). ENGINEER shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from CITY. CITY and ENGINEER agree that these signature pages, together with Parts I-IV and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

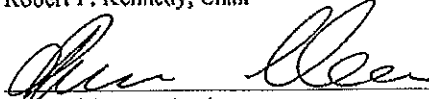
APPROVED FOR CITY

BOARD OF PUBLIC WORKS

BY:

  
Robert P. Kennedy, Chair

BY:

  
Kumar Menon, Member

BY:

\_\_\_\_\_  
John Urbahnus, Member

ATTEST:

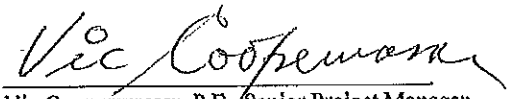
  
Victoria Edwards, Clerk

DATE:

May 2, 2012

APPROVED FOR ENGINEER

BY:

  
Vic Cooperwasser, P.E., Senior Project Manager  
Tetra Tech

DATE:

April 30, 2012

## **PART I**

### **SCOPE OF BASIC ENGINEERING SERVICES**

#### **A. GENERAL**

ENGINEER shall provide the CITY with professional engineering Services in all phases of the Project to which this scope of Services applies. These Services will include serving as CITY's professional representative for the Project, providing professional engineering consultation and advice, furnishing civil engineering services and other customary services incidental thereto.

#### **B. PROJECT DESCRIPTION**

The City of Fort Wayne's Consent Decree required that the CITY prepare a Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP). The LTCP incorporates the Nine Minimum Controls outlined in the US EPA's CSO Control Policy. One of the elements of the LTCP is to reduce the discharges from CSOs in the St. Joseph River watershed to one event per year. Control Measure 8 from the LTCP deals specifically with CSO #52. The proposed Satellite Disinfection Facility is to be designed with a capacity of 6.5 million gallons per day (mgd) to match the capacity of the existing screenings facility. The performance goals are to achieve no more than one overflow event per year and to provide treatment to meet NPDES effluent limits for satellite disinfection for all other discharge events by providing 30 minutes of detention time for the disinfectant. The disinfection facility is to be in operation by 2014.

#### **C. SCOPE OF SERVICES**

The duty of the ENGINEER is to develop final design drawings, technical specifications and Supplementary Conditions. The final construction documents shall be sealed by a registered Professional Engineer, licensed in the state of Indiana and employed by the ENGINEER. The Services shall be split into the following phases: Preliminary Design Phase, Final Design Phase, Property Acquisition, and Construction Phases. Services under the Property Acquisition Phase and the Construction Phase may be added to the Services if authorized by the CITY's Program Manager under the Contingency Tasks.

The ENGINEER shall develop and provide the following Services:

##### **Task 1 - Project Schedule and Progress Review Meetings**

The Services in this Task will be included in the Preliminary Design Phase.

- 1.1 Prepare Project design schedule.
- 1.2 Attend two (2) progress review meetings to occur near the end of Preliminary Design Phase I and after completion of Preliminary Design Phase II. These meetings will be held at the CITY's Program Manager's office.
- 1.3 Keep the minutes of the progress review meetings and distribute these minutes within 7 days of the progress review meetings.

##### **Task 2 - Preliminary Design**

The Services in this Task will be included in the Preliminary Design Phase.

###### **Phase I**

- 2.1 Research CITY documents for existing mapping, utility information, record drawings, aerial photos, right-of-way and lot base maps, information management system and other pertinent data.
- 2.2 Identify major utilities and their approximate location from utility maps.
- 2.3 Check conflicts with any other proposed projects in the immediate area.

- 2.4 Contact all utility companies and have the underground utilities marked along the selected route. (Coordinate with IUPPS 1-800-382-5544)
- 2.5 ENGINEER shall complete the field survey to verify horizontal location of all utilities, including water service locations, as well as depths of existing sewers.
- 2.6 Prepare preliminary site drawings. ENGINEER shall overlay utility field survey data onto aerial ortho photography (rectified and tied into the Indiana State Plane Coordinate System) and CITY GIS base maps (right-of-way, lot information). The drawings at this phase need only enough detail for the ENGINEER to accurately determine the recommended alignment and convey it to the CITY's Program Manager.
- 2.7 Draft or "Red Line" the ENGINEER'S recommended structure location onto the preliminary site drawings.
- 2.8 NOT USED.
- 2.9 Furnish one copy of the Preliminary Design Phase I drawings (30%) to the CITY's Program Manager for review and approval. After a review meeting (Meeting Number One) with the CITY's Program Manager, incorporate any necessary changes.

## Phase II

- 2.10 Resolve any utility conflicts.
- 2.11 Determine the final location of the proposed improvements and any temporary or permanent easement requirements.
- 2.12 Preliminary Design Phase II Drawings: Incorporate all design improvements presented in Phase I. The drawings will generally include (estimated 41 drawings):
- Cover
  - General Legend
  - Existing Site
  - Proposed Site
  - Site Details
  - Architectural Plan and Sections
  - Architectural Elevation
  - Architectural Details
  - Architectural Details
  - Structural Upper Plan
  - Structural Foundation Plan
  - Structural Sections
  - Structural Details
  - Structural Details
  - Process Legend
  - Hydraulic Profile
  - Yard Piping
  - Tank Plan
  - Building Plan
  - Tank Sections
  - Process Details
  - Schedule and Details
  - Mechanical Legend
  - Building Plan
  - Tank Plan

- Chemical Feed Schematic
- HVAC Plan
- Mechanical Details and Schedule
- Mechanical Details
- Electrical and Instrumentation Legend
- Building and Tank Plan
- One Line Diagrams
- Wiring Schematic
- Wiring Schematic
- Electrical Details
- PI&D
- I/O
- I/O
- Details
- Details

- 2.13 Prepare outline of technical specifications.
- 2.14 Compute Project quantities (if applicable) and estimate of construction costs.
- 2.15 Submit draft Preliminary Design drawings (60%) to CITY's Program Manager for review and approval. Preliminary Design Submittal (2 Complete Sets):

Preliminary Design drawings  
Summary of Project quantities w/estimated construction costs.

- 2.16 Upon approval of the draft Preliminary Design drawings, submit one copy of the draft (60%) drawings along with a list of all projected affected entities. CITY's Program Manager will make additional copies of drawings. Comments and revisions to the draft (60%) drawings will be forwarded to ENGINEER at the 60% draft Preliminary Design drawings progress review meeting (Meeting Number Two).

### Task 3 - Final Design

The Services in this Task will be included in the Final Design Phase.

- 3.1 Prepare draft technical specifications and Supplementary Conditions (95%) for the improvements, bid and proposal instructions/forms, measurement and payment specifications, special provisions and necessary details to supplement CITY's standards.
- 3.2 Complete a quality control review of the draft Contract Documents for the Project.
- 3.3 Prepare Final Design drawings (95%). Incorporate comments received at the 60% draft Preliminary Design drawing meeting.
- 3.4 Update summary of Project quantities.
- 3.5 Submit draft Final Design documents (95%) to CITY's Program Manager for review and approval. Final Design Submittal (2 Complete Sets):

Final Design drawings  
Summary of Project quantities with estimated construction costs  
Bidform  
Project technical specifications and Supplementary Conditions

- 3.6 Upon approval of Final Design drawings (100%) and technical specifications and Supplementary Conditions, prepare and submit one (1) set of sealed paper bond drawings, one (1) electronic version of the Project bidform, technical specifications and Supplementary Conditions (Microsoft Word), and copies of Project drawings (one in Autodesk 2007 in .dwt format and one in Adobe in .pdf format).

#### **Task 4 - Bidding Phase.**

The Services in this Task will be included in the Final Design Phase. The bidding phase Services shall include the following:

- 4.1 Attend Pre-bid meeting (Meeting Number Three). Prepare meeting minutes, and include in bid addendum.
- 4.2 Assist with addenda to interpret, clarify or expand bidding documents. CITY's Program Manager will issue addenda. Two addenda are included as part of these Services.

#### **D. SCHEDULE**

The Project will be completed per the following design schedule. This schedule is based on receiving a Notice to Proceed by May 18, 2012 and receiving prompt review and approvals from the CITY's agencies and the CITY's Program Manager (2-weeks per review are included in the schedule).

| <u>SCHEDULE</u>             | <u>DATE</u>       |
|-----------------------------|-------------------|
| Preliminary Design Phase I  | August 10, 2012   |
| Preliminary Design Phase II | October 12, 2012  |
| Final Design Phase          | December 21, 2012 |

#### **E. OPTIONAL ADDITIONAL SERVICES**

Upon separate written authorization by CITY and negotiated fees, ENGINEER can provide the following additional Services:

##### Geotechnical Investigation

- Perform all associated coordination and Services to obtain a geotechnical Subconsultant to perform soil borings and conduct geotechnical evaluation relative to bedding, backfill, bedrock depth, subsurface conditions, dewatering and sheeting/shoring issues all in accordance with good engineering practices. ENGINEER shall provide to the CITY's Program Manager a boring areas plan indicating required soil borings along structure and any areas of special interest prior to performing any geotechnical investigations. All Services and the proposed location plan shall be approved by the CITY's Program Manager prior to commencement. Assume a minimum of two (2) soil borings.

The Services in this Task, if authorized, would be included in the Preliminary Design Phase.

##### CONTINGENCY TASKS (but not specifically limited to):

Contingency Tasks are authorized by the CITY's Program Manager and shall have prior written approval of fees prior to commencement.

- Attend additional meetings (beyond the two progress review meetings and the pre-bid meeting included in the Services) as needed to review and discuss the Project. The Services in this Task, if authorized, would be included in the Final Design Phase.
- Prepare revisions to the Basis of Design, Hydraulic Profile and/or 30-minute detention time requirement included in the November 11, 2011 CSO No. 52 Disinfection Facility Preliminary Design Report prepared by Tetra Tech. The Basis of Design is Alternative No. 2 from said report. The Services in this Task, if authorized, would be included in the Preliminary Design Phase.

- Evaluate opportunities for incorporating sustainable low-impact "green" elements (Leadership in Energy and Environmental Design or LEED) in the design. The Services in this Task, if authorized, would be included in the Preliminary Design Phase.
- Furnish to the CITY's Program Manager all completed permit applications (including supporting documentation) ready for signatures and submittal to governing (federal, state or local) agencies. Assist the CITY's Program Manager, as requested, in obtaining regulatory and agency reviews and approvals for the Project, including attending meetings with reviewing agencies. The Services in this Task, if authorized, would be included in the Final Design Phase.
- Attend site meetings with utility companies to review proposed plans. The Services in this Task, if authorized, would be included in the Final Design Phase.
- Attend pre-construction meeting. The Services in this Task, if authorized, would be included in the Construction Phase.
- Assist with additional addenda beyond the two addenda included in the Services. The Services in this Task, if authorized, would be included in the Final Design Phase.
- Perform site visits to assist CITY's Program Manager in resolution of design or construction problems. The Services in this Task, if authorized, would be included in the Construction Phase.
- Property acquisition:
  1. Prepare summary of required property acquisition.
  2. Submit summary to agent/company qualified to research title history to determine property owner of record, correct document numbers for current deed record and accurate legal description for each unplatted property that will be subject to easement or right-of-way acquisition.
  3. Based on findings of title work done in 2 (above), prepare required acquisition and/or easement plats and legal descriptions for all easement needs, including those for platted parcels. Document overall right-of-way requirements. These Services shall be performed in conformance to the CITY's Design Manual, Unit I, Chapter 4.

Services in this Task, if authorized, would be included in the Property Acquisition Phase.

## **PART II**

### **CITY'S RESPONSIBILITIES**

CITY shall, at its expense, do the following in a timely manner so as not to delay the services:

#### **A. INFORMATION REPORTS/CITY UTILITY MAPS/AERIAL MAPS/CONTOUR MAPS**

Make available to ENGINEER reports, studies, regulatory decisions and similar information relating to the Services that ENGINEER may rely upon without independent verification unless specifically identified as requiring such verification.

Provide ENGINEER with a maximum of two (2) copies each of existing CITY utility maps, aerial maps and contour maps that are readily available from the CITY.

Provide ENGINEER with electronic copies of ortho aerial photography, GIS base map information (Autodesk in .dwf format) on right-of-way and lot information, and GIS information on existing water and sewer lines (Autodesk in .dwf format).

#### **B. REPRESENTATIVE**

Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define CITY's requirements and make decisions with respect to the Services. The CITY's representative for this Agreement will be T. J. Short, P.E.

#### **C. DECISIONS**

Provide all criteria and full information as to CITY's requirements for the Services and make timely decisions on matters relating to the Services.

#### **D. PROPERTY OWNER NOTIFICATION**

Property owner survey notification letters will be prepared and mailed by the CITY.

**PART III**  
**COMPENSATION**

**A. COMPENSATION**

Compensation for Services performed in accordance with Part I – Scope of Basic Engineering Services of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed engineering fee of \$206,620 as summarized in Attachment 1.

ENGINEER's costs will be based on the hours incurred to complete the Project, times the hourly rates of the various personnel, per Attachment 2 – Employee Hourly Rate Schedule. All reimbursable costs incurred for the Project will be invoiced at cost with no mark-up.

Payment for outside consulting and/or professional services such as geotechnical, utility location services, registered Land Surveyor for easement preparation, or legal services performed by a Subconsultant will be paid at actual cost to ENGINEER plus 10 percent for administrative costs. The ENGINEER will obtain written CITY approval before authorizing these services.

**B. BILLING AND PAYMENT**

**1. Timing/Format**

- a. ENGINEER shall invoice CITY monthly for Services completed at the time of billing. Such invoices shall be prepared in a form and supported by documentation as CITY may reasonably require.
- b. Charges in invoices shall be segregated by phases as detailed in the Scope of Services.
- c. CITY shall pay ENGINEER within 30 days of receipt of approved invoice.

**2. Billing Records**

ENGINEER shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

## PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. No warranty or guarantee, express or implied, are provided, including warranties or guarantees contained in any uniform commercial code.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by ENGINEER and CITY. ENGINEER will promptly notify CITY of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.

3. **SAFETY.** ENGINEER shall establish and maintain programs and procedures for the safety of its employees. ENGINEER specifically disclaims any authority or responsibility for general job site safety and safety of persons other than ENGINEER's employees.

4. **DELAYS.** If events beyond the control of ENGINEER, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, ENGINEER will be entitled to an equitable adjustment in compensation.

5. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. CITY shall pay ENGINEER for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

ENGINEER or CITY, for purposes of convenience, may at any time by written notice terminate the Services under this Agreement. In the event of such termination, ENGINEER shall be paid for all authorized Services rendered prior to termination including reasonable profit and expenses relating thereto.

6. **REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CITY for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by ENGINEER for the specific purpose intended, shall be at CITY's sole risk.

7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by ENGINEER is supplied for the general guidance of the CITY only. Since ENGINEER has no control over competitive bidding or market conditions, ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

8. **RELATIONSHIP WITH CONTRACTORS.** ENGINEER shall serve as CITY's professional representative for the Services, and may make recommendations to CITY concerning actions relating to CITY's contractors, but ENGINEER specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by CITY's contractors.

9. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.

10. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by ENGINEER and shall not be made available to third parties without written consent of CITY.

11. **INSURANCE.** ENGINEER shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- |                                   |                                                                                                                                                                    |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) Worker's Compensation          | per statutory requirements                                                                                                                                         |
| b) General Liability              | \$1,000,000 minimum per occurrence/<br>\$1,000,000 aggregate (if the value of<br>the project exceeds \$10,000,000,<br>then this shall be \$5,000,000<br>aggregate) |
| c) Automobile Liability           | \$1,000,000 per occurrence                                                                                                                                         |
| d) Products Liability             | \$1,000,000 per occurrence                                                                                                                                         |
| e) Completed Operations Liability | \$1,000,000 minimum per occurrence                                                                                                                                 |

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30

days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department  
200 East Berry St., Suite #450  
Fort Wayne, IN 46802

12. **INDEMNITIES.** To the fullest extent permitted by law, ENGINEER shall indemnify and save harmless the CITY from and against loss, liability, and damages sustained by CITY, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligent errors or omissions of ENGINEER, its agents or employees.

13. **LIMITATIONS OF LIABILITY.** Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

14. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

15. **ACCESS.** CITY shall provide ENGINEER safe access to any premises necessary for ENGINEER to provide the Services.

16. **PREVAILING PARTY LITIGATION COSTS.** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

18. **SEVERABILITY.** The various term, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

19. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the part for whom they are signing.

20. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding ENGINEER's performance under this Agreement shall expire one year after Project completion.

21. **CONSENT DECREE NOTIFICATION.** ENGINEER shall perform, or cause others to perform, all Services undertaken in connection with this Agreement in a good and workman-like manner and in conformance with the terms of the Consent Decree entered in the U.S District Court on April 1, 2008 by the United States and State of Indiana. ENGINEER acknowledges that it has been provided a complete copy of the Consent Decree which can be viewed at:

[http://www.cityoffortwayne.org/utilities/images/stories/docs/consent\\_decree/Consent\\_Decree.pdf](http://www.cityoffortwayne.org/utilities/images/stories/docs/consent_decree/Consent_Decree.pdf)

22. **DOCUMENT RETENTION.** Notwithstanding any other provision of this Agreement, ENGINEER agrees to preserve all non-identical copies of all documents, records and other information (whether in physical or electronic form) within ENGINEER's possession or control and which relate, in any manner, to the performance of the Services undertaken in connection with this Agreement for a period of 1 year after the completion contemplated by the Agreement (the "Retention Period"). Prior to the end of the Retention Period, or at any earlier time if requested by the CITY, ENGINEER shall provide the CITY with complete copies of such documents, records and other information at no cost to the CITY. The copies shall be provided to the CITY on CD or DVD media, and individual files shall be in Adobe pdf format. The individual files shall be contained in a zip formatted file, and the filename of the zip file shall include the name of the Project and the ENGINEER. No part of any file shall be encrypted or protected from copying. Such copies shall be accompanied by a verified written statement from the ENGINEER attesting that it has provided the CITY with complete copies of all documents, records and other information which relates to the Services contemplated by the Agreement.

**ATTACHMENT #1**

**SUMMARY SHEET**

**SCOPE OF BASIC ENGINEERING SERVICES FEE PROPOSAL**

|                                                                                                                                                                                                                  |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <u>Preliminary Design Phase</u> -- (Tasks 1 and 2)<br>For Services outlined in Tasks 1 and 2, a not to exceed fee of:                                                                                            | \$88,040         |
| <u>Final Design Phase</u> -- (Tasks 3 and 4)<br>For Services outlined in Tasks 3 and 4, a not to exceed fee of:                                                                                                  | \$85,390         |
| <u>Optional Services</u> - As authorized by CITY                                                                                                                                                                 |                  |
| Geotechnical Investigation<br>For Services outlined in Optional Additional Services, a not to exceed fee of:                                                                                                     | \$8,190          |
| <u>Contingency Allowance</u> - As authorized by CITY<br>For Additional Services and tasks required during the performance<br>of the Services, but not specifically described herein, a sum not to exceed fee of: | \$25,000         |
| <b>TOTAL NOT TO EXCEED FEE:</b>                                                                                                                                                                                  | <b>\$206,620</b> |

**ATTACHMENT #2****EMPLOYEE HOURLY RATE SCHEDULE****CSO #52 Satellite Disinfection Facility Design**

Payment of actual hourly rates for services rendered by Tetra Tech employees working directly on this Project will be in accordance with the following schedule:

|                                            |                                 |
|--------------------------------------------|---------------------------------|
| <b><u>EMPLOYEE/SERVICE DESCRIPTION</u></b> | <b><u>RATE PER HOUR (1)</u></b> |
|--------------------------------------------|---------------------------------|

|                                       |          |
|---------------------------------------|----------|
| <b>Project / Program Management</b>   |          |
| Project Manager                       | \$160.00 |
| Senior Project Manager                | 195.00   |
| Discipline Lead                       | 210.00   |
| Operations Manager                    | 220.00   |
| <b>Project Admin &amp; Accounting</b> |          |
| Project Assistant                     | \$65.00  |
| Project Administrator                 | 75.00    |
| Senior Project Administrator          | 80.00    |
| Contract Administrator                | 100.00   |
| <b>Engineers</b>                      |          |
| Engineer I                            | \$85.00  |
| Engineer II                           | 110.00   |
| Engineer III                          | 125.00   |
| Engineer IV                           | 135.00   |
| Engineer V                            | 165.00   |
| Engineer VI                           | 210.00   |
| <b>Scientist</b>                      |          |
| Scientist I                           | \$80.00  |
| Scientist II                          | 95.00    |
| Scientist III                         | 100.00   |
| Scientist IV                          | 135.00   |
| Scientist V                           | 160.00   |
| Scientist VI                          | 190.00   |
| <b>Design Professionals</b>           |          |
| Graphic Designer                      | \$65.00  |
| CAD Technician 1                      | 55.00    |
| CAD Technician 2                      | 60.00    |
| CAD Designer 1                        | 75.00    |
| CAD Designer 2                        | 90.00    |
| Senior CAD Designer                   | 120.00   |
| Architect                             | 130.00   |
| Engineering Designer 1                | 115.00   |
| Engineering Designer 2                | 125.00   |
| Senior Engineering Designer           | 140.00   |
| CADD Manager                          | 120.00   |

(1) Tetra Tech hourly rates as of March 30, 2012. These rates will be adjusted by approximately 3% effective January 1, 2013. They will be adjusted annually thereafter. Payment for reimbursable costs, as authorized by the CITY, will be invoiced at cost. These items may include, but are not limited to: shipping charges, printing services, special supplies not furnished by the CITY, or traveling and lodging expenses, as required, to perform management duties. Mileage for travel will be billed at the IRS business rate per mile automobile.

**CITY OF FORT WAYNE, INDIANA**

Tetra Tech, Inc.  
(Vendor Name)

**VENDOR DISCLOSURE STATEMENT RELATING TO:**

1. FINANCIAL INTERESTS;
2. POTENTIAL CONFLICTS OF INTERESTS;
3. CURRENT AND PENDING CONTRACTS OR PROCUREMENTS

Vendors desiring to enter into certain contracts with the City of Fort Wayne, Indiana (the "City") shall disclose their financial interests, potential conflicts of interest and current and pending contract or procurement information as set forth below.

The following disclosures by Vendors are required for all contracts with annual payments by the City in the amount of \$25,000 or more. Vendors shall disclose the financial interests, potential conflicts of interest and other contract and procurement information identified in Sections 1, 2 and 3 below as a prerequisite for consideration of an award of contract by the City. This Disclosure Statement must be completed and submitted together with Vendor's contract, bid, proposal, or offer.

A publicly traded entity may submit its current 10K disclosure filing in satisfaction of the disclosure requirements set forth in Sections 1 and 2 below.

**Section 1. Disclosure of Financial Interest in Vendor** [Please see 10K, attached]

- a. If any individuals have either of the following financial interests in Vendor (or its parent), please check all that apply and provide their names and addresses (attach additional pages as necessary):

(i) Equity ownership exceeding 5% ☐

(ii) Distributable Income share exceeding 5% ☐

(iii) Not Applicable (If N/A, go to Section 2) ☐

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

- b. For each individual listed in Section 1a., show his/her type of equity ownership: sole proprietorship ☐  
stock ☐ partnership interest ☐ units (LLC) ☐ other (explain) \_\_\_\_\_

- c. For each individual listed in Section 1a., show the percentage of ownership interest in Vendor (or its parent):  
ownership interest: \_\_\_\_\_%

**Section 2. Disclosure of Potential Conflicts of Interest (not applicable for vendors who file a 10K)**

For each individual listed in Section 1a., check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes", please describe using space under applicable subsection (attach additional pages as necessary):

- a. City employment, currently or in the previous 3 years,  
including contractual employment for services. Yes ☐ No ☐

b. City employment of "Member of Immediate Family" (defined herein as: spouse, parent, child or sibling) including contractual employment for services in the previous 3 years. Yes \_\_\_\_\_ No. \_\_\_\_\_

c. Relationship to Member of Immediate Family holding elective City office currently or in the previous 3 years. Yes \_\_\_\_\_ No. \_\_\_\_\_

d. Relationship to Member of Immediate Family holding appointive City office currently or in the previous 3 years. Yes \_\_\_\_\_ No. \_\_\_\_\_

### Section 3. DISCLOSURE OF OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

a. Does Vendor have current contracts (including leases) with the City? Yes ☒ No \_\_\_\_\_

b. If "Yes", identify each current contract with descriptive information including purchase order or contract reference number, contract date and City contact using space below (attach additional pages as necessary).

01/18/12 - PO # 12905624 - Energy Audit - Water Pollution Control Plant -  
PM: Doug Fasick  
(260) 427-5235

c. Does Vendor have pending contracts (including leases), bids, proposals, or other pending procurement relationship with the City? Yes ☒ No. \_\_\_\_\_

C50 # 052 Satellite Disinfection Facility Design RFA 2041-02,  
Project No. 2

Mr. T. J. Short, Project Manager, (260) 427-2740

If "Yes", identify each pending matter with descriptive information including bid or project number, contract date and City contact using space below (attach additional pages as necessary).

### Section 4. CERTIFICATION OF DISCLOSURES

In connection with the disclosures contained in Sections 1, 2 and 3 Vendor hereby certifies that, except as described in attached Schedule A:

- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, been debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offense;
- Vendor (or its parent) has not, within the five (5) year period preceding the date of this Disclosure Statement, had one or more public transactions (federal, state or local) terminated for cause or default;
- No officer or director of Vendor (or its parent) or individual listed in Section 1a. has, within the five (5) year period preceding the date of this Disclosure Statement, been convicted, adjudged guilty, or found liable in any criminal or civil action instituted by the City, the federal or state government or any other

unit of local government; and

- e. Neither Vendor, nor its parent, nor any affiliated entity of Vendor, or any of their respective officers, directors, or individuals listed in Section 1a. is barred from contracting with any unit of any federal, state or local government as a result of engaging in or being convicted of: (i) bid-rigging; (ii) bid-rotating; or (iii) any similar federal or state offense that contains the same elements as the offense of bid-rigging or bid-rotating.

The disclosures contained Sections 1, 2 and 3 and the foregoing Certifications are submitted by

Tetra Tech, Inc.

(Name of Vendor)

3475 East Foothill Blvd, Pasadena, CA

Address

91107

( ) 626-470-2323

Telephone

Jim.Wu@tetratech.com

E-Mail Address

The individual authorized to sign on behalf of Vendor represents that he/she: (a) is fully informed regarding the matters pertaining to Vendor and its business; (b) has adequate knowledge to make the above representations and disclosures concerning Vendor; and (c) certifies that the foregoing representations and disclosures are true and accurate to the best of his/her knowledge and belief.

Name (Printed) Vic Cooperwasser, PE Title Senior Project Engineer

Signature Vic Cooperwasser Date April 30, 2012

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR DOCUMENTATION MAY RESULT IN YOUR CONTRACT, OFFER, BID OR PROPOSAL BEING DISQUALIFIED FROM CONSIDERATION.

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended October 2, 2011

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 0-19655

**TETRA TECH, INC.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

95-4148514  
(I.R.S. Employer  
Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107  
(Address of principal executive offices) (Zip Code)

(626) 351-4664

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, \$0.01 par value  
(Title of class)

The NASDAQ Stock Market LLC  
(Name of exchange)

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐  
(Do not check if a smaller  
reporting company)

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 25, 2011 was \$1.5 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 7, 2011, 62,537,372 shares of the registrant's common stock were outstanding.

**DOCUMENT INCORPORATED BY REFERENCE**

Portions of registrant's Proxy Statement for its 2012 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

# Interoffice Memo

Date: May 2, 2012  
To: Common Council Members  
From: T. J. Short, Sr. Program Manager, Planning and Design  
RE: Contract Title: **CSO # 52 Satellite Disinfection Facility Final Design**  
**W.O. # 75692**

Consultant Selected: Tetra Tech

Contract Value: \$206,620.00

The Consultant Shall Provide: Tetra Tech shall provide professional engineering services to complete the final design for the CSO # 52 Satellite Disinfection Facility. Tetra Tech shall also provide bidding services to assist the City during the bidding phase of the project.

Project Description: The combined sewer Long-Term Control Plan involves the investment of nearly \$240 million in projects in order to significantly reduce the amount of raw sewage that is discharged to Fort Wayne's rivers and their tributaries each year. CSO Control Measure 8 of the Consent Decree requires the completion of a satellite disinfection facility at CSO 52.

The proposed project includes the design of an underground concrete "contact" tank (where chlorine will come in contact with bacteria and also where dechlorination chemicals will come into contact with residual chlorine), control panels, and a building to house chemical feed pumps and storage of chemicals.

Implications of Not Being Approved: This project is to meet the Consent Decree requirements of CSO Control Measure 8 for CSO Outfall 52. The CSO Control Measure 8 requires that the project be in operation by 2014. City Utilities Engineering is making a commitment to start this work at this time so that this control measure will be completed on time and within budget.

If Prior Approval is Being Requested, Justify: n/a

Selection and Approval Process: Tetra Tech was selected through the RFQ (Request for Qualifications) process based on their qualifications and prior experiences on similar projects. The RFQ was sent to over 120 firms, and 7 consulting engineering firms submitted statements of qualifications. City Utilities Engineering has reviewed the proposed scope of services, and the not-to-exceed fee submitted by Tetra Tech is competitive. The Board of Public Works approved the Professional Services Agreement (PSA) in the amount of \$206,620.00 on Wednesday, May 2, 2012.

Funding: The PSA will be funded by the 2012 Sewer Bond.

CC: BOW  
Matthew Wirtz  
Diane Brown  
File