



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: August 19, 2014

DEPARTMENT: Utilities and Engineering

FROM: *Joey Jaco, Director of Utilities and Engineering*

SUBJECT: Engineering Services Agreement with Black & Veatch Corporation CIP#SS7275

FINANCIAL IMPACT: Staff has negotiated a fee not to exceed \$501,500.00 for the specified needs. Services to be performed will impact all City Council Districts.

ORIGINAL BUDGET: \$3,450,000.00 for design and construction

BUSINESS PROGRAM: Small Business Enterprise

CLEAN WATER 2020?: Yes

The above referenced Agreement will allow for engineering consultation, design and construction phase services to implement a new non-potable water pumping system.

Staff has negotiated a fee not to exceed \$501,500.00 for the specified needs above with Black & Veatch Corporation. This fee includes \$271,500.00 for design, permitting and bidding plus \$230,000.00 for construction phase services. The budget for this project is \$3,450,000.00 (\$250,000.00 for design and \$3,200,000.00 for construction). Black & Veatch Corporation is a SBE firm located in Greenville, SC and is an approved Mentor. The Protégé for this project is Howard Engineering, a WBE firm located in Marietta, SC, will receive 23.69% of the contract value. The Protégé will provide electrical and instrumentation system design, construction phase services and observation.

Sub-Consultants will be utilized for this project in the following capacities: K&P Engineering, LLP a SBE firm Located in Lexington, SC will perform structural design at 2.47% of the contract value. Studio 2LR a SBE firm located in Columbia, SC will perform architectural design at 4.18% of the contract value. Felkel & Hastings, Inc. A SBE firm located in Columbia, SC will perform mechanical building systems design at 1.0% of the contract value. Summit Engineering a Non M/F/SBE located in Spartanburg, SC will perform surveying services at .9% of the contract value. Terracon a Non M/F/SBE firm located in Columbia, SC will perform construction materials testing at .7%.

Funding for this Agreement will come from the Sanitary Sewer Budget (5529999-SS7275-636600). Services to be performed will impact all City Council Districts.

The Legal Department has reviewed the Agreement. The Director of Utilities and Engineering and the ACM for Operations recommends its approval.

ATTACHMENTS:

- Black.&.Veatch.Non.Potable.WAter.System.for.MWWTP.SS7275.Council.Memo (PDF)
- Black.&.Veatch.Non.Potable.Water.System.for.MWWTP.SS7275.Agreement (PDF)
- Black.&.Veatch.Non.Potable.Water.System.for.MWWTP.SS7275.Map (PDF)



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Utilities & Engineering Department
Contracts

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INTER OFFICE MEMORANDUM

TO: Ms. Teresa Wilson, City Manager

FROM: Joseph D. Jaco, P.E., Director of Utilities & Engineering 

SUBJECT: **CITY COUNCIL AGENDA ITEM:** Agreement for Engineering Services between the City of Columbia and Black & Veatch Corporation
Project Funding: 5529999-SS7275-636600

Date: July 22, 2014

The above referenced Agreement will allow for engineering consultation, design and construction phase services to implement a new non-potable water pumping system.

Staff has negotiated a fee not to exceed \$501,500.00 for the specified needs above with Black & Veatch Corporation. This fee includes \$271,500.00 for design, permitting and bidding plus \$230,000.00 for construction phase services. The budget for this project is \$3,450,000.00 (\$250,000.00 for design and \$3,200,000.00 for construction). Black & Veatch Corporation is a SBE firm located in Greenville, SC and is an approved Mentor. The Protégé for this project is Howard Engineering a WBE firm located in Marietta, GA will receive 23.69% of the contract value. The Protégé will provide electrical and instrumentation system design, construction phase services and observation. Sub-Consultants will be utilized for this project in the following capacities: K&P Engineering, LLP a SBE firm located in Lexington, SC will perform structural design at 2.47% of the contract value. Studio 2LR a SBE firm located in Columbia, SC will perform architectural design at 4.18% of the contract value. Felkel & Hastings, Inc. a SBE firm located in Columbia, SC will perform mechanical building systems design at 1.0% of the contract value. Summit Engineering a Non M/F/SBE located in Spartanburg, SC will perform surveying services at .9% of the contract value. Terracon a Non M/F.SBE firm located in Columbia, SC will perform construction materials testing at .7%.

Funding for this Agreement will come from the Sanitary Sewer Budget (5529999-SS7275-636600). Services to be performed will impact all City Council Districts.

The Legal Department has reviewed the Agreement. The Director of Utilities and Engineering and the ACM for Operations recommends its approval.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Columbia, South Carolina (hereinafter referred to as the "City") and Black & Veatch Corporation, (hereinafter referred to as the "Engineer"), for Engineer to render engineering consultation, design and construction phase services to implement a new non-potable water pumping system. The services are more fully described in Exhibit A, attached hereto. Project Funding 5529999-SS7275-636600.

For and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. Scope of Services

Upon written notification by the City to proceed, the Engineer shall complete the scope of services more fully described in Exhibit A, attached hereto. The Engineer shall perform any and all incidental services not specifically set forth in Exhibit A, which are necessary to fully complete the scope of services described in Exhibit A.

II. Supplemental or Additional Services

Supplemental or Additional Services may be required of the Engineer by the City or recommended by the Engineer and approved by the City in writing.

The Engineer must obtain written approval from the City for any Supplemental or Additional Services prior to the work being performed. If the Engineer fails to obtain prior written approval to perform the work, the City is under no obligation to compensate the Engineer for services performed.

III. Term of Agreement

This Agreement shall expire, unless terminated earlier as provided for herein, on December 31, 2015, or at such time the total compensation provided for herein is reached, whichever is earlier.

IV. Schedule for Completion of Services

Time is of the essence. The Engineer shall complete any and all services performed under this Agreement within the timeframes as outlined in Exhibit C, attached hereto.

V. Compensation

A. The compensation to be paid by the City to the Engineer under this Agreement shall not exceed a lump sum fee of Five Hundred One Thousand Five Hundred Dollars and No/100 (\$501,500.00). The fee shall be broken down in Task 100 through 500 as outlined in Exhibit B, attached hereto.

B. The total compensation to be paid by the City to the Engineer under this Agreement shall not exceed Five Hundred One Thousand Five Hundred Dollars and No/100 (\$501,500.00).

C. The Engineer shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice must also clearly identify any portion of the fee invoiced for subcontracted services, including any such services that are specified in the Summary of Proposed Sub-consultants shown on Exhibit D hereto, and identify if the subcontractor is a Minority or Female Business Enterprise. Each invoice shall bear the signature of the Engineer, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.

VI. Indemnification, Hold Harmless and Insurance

A. The Engineer shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars per occurrence and Two Million and no/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance in accordance with the current Columbia Code of Ordinances, which can be located at www.columbiasc.net.

B. The Engineer shall furnish the City with a certificate showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer and any subcontractor of the Engineer commencing any services under this Agreement. The City of Columbia shall be the Certificate Holder and shall be named as an Additional Insured.

C. The Engineer shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Engineer's performance or nonperformance of the services or subject matter called for in this Agreement.

VII. Mentor-Protégé Program (<http://www.columbiasc.net/business-outreach/>)

The City of Columbia shall encourage, where economically feasible, establishment of mentor-protégé relationships to ensure contracting opportunities for all businesses, including minority / women / small business enterprises. The Mentor-Protégé Program (MPP) helps develop private sector business relationships and enhances the contracting capabilities of minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and small business enterprises (SBE). In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated by the City of Columbia as Mentor-Protégé Program projects. The City of Columbia has determined that participation in the City's Mentor-Protégé Program is required for this project. The Engineer must comply with Mentor-Protégé Program Guidelines. The Engineer agrees that the Mentor Protégé Program does not create any contractual rights and/or duties between the City and the Protégé and that the City is not a party to the Implementation Plan. The Engineer agrees that it has or will enter into a separate contractual arrangement with the Protégé to which the City is not a party.

VIII. Permits and Licenses

A. The Engineer shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Engineer in performing the services required under this Agreement. The Engineer shall be responsible for any costs relating to same.

B. The Engineer shall be responsible for identifying and providing any applications and supporting

documentation to the City for any approvals and/or permits required of the City in order for the Engineer to perform the services required under this Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Engineers Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Agreements. The City shall obtain the approvals and/or permits identified by the Engineer and pay any costs relating to same.

C. The Engineer shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City's efforts in obtaining required permits/approvals.

D. The Engineer shall procure a City of Columbia business license while performing services under this Agreement.

IX. Duties upon Termination

At termination of this Agreement, the Engineer shall immediately provide the City with all records and data in any format the Engineer is capable of producing and at no cost to the City, which were generated, created or received by the Engineer in performance of the services required by this Agreement or as the City may deem necessary to perform the required services by the City or the Engineer's successor. All records shall be free from any proprietary claims or interest. The Engineer agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

X. Termination of Agreement

The City may terminate this Agreement at any time upon any of the following grounds:

A. Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. The Engineer fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Force Majeure;

D. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under this Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

E. Upon expiration of the term of this Agreement; and

F. By mutual agreement.

Notice of termination shall be sent by registered mail, return receipt requested. In the event of termination, the Engineer shall only be entitled to the actual direct costs of all labor and material expended on the services required under this Agreement prior to the effective date of the termination or the Engineer shall be entitled to be paid a pro-rata percentage of the total Agreement price which is equal to its percent of completion, whichever of the two methods provides the lowest sum to be paid to the Engineer. In no event

shall the Engineer be entitled to anticipatory profit or damages for any termination under this Agreement. In no event shall the Engineer be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

XI. Ownership of Project Documents

All data, documents or other information of any description generated by or used by the Engineer or any subcontractor retained by the Engineer and related to the services required by this Agreement shall be the property of the City and shall not be used by the Engineer for any purpose whatsoever except to perform the services required by this Agreement.

XII. Notice

A. Written notice to the City shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Director of Utilities and Engineering, City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.

B. Written notice to the Engineer shall be made by placing such notice in the United States Mail, postage prepaid and addressed to: Black & Veatch Corporation, 201 Brookfield Parkway, Suite 150, Greenville, SC 29607.

XIII. Consent Decree

A. The services performed by the Engineer pursuant to this Agreement are required in whole or in part to satisfy the terms of the Consent Decree entered by the United States District Court for the District of South Carolina on May 21, 2014, in the case captioned *The United States of America and State of South Carolina by and through the Department of Health and Environmental Control v. City of Columbia*, Civil Action No. 3:13-2429-TLW (the "Consent Decree"), a copy of which has been provided to the Engineer by the City and is incorporated by reference herein. The Engineer shall perform the services pursuant to this Agreement in conformity with the terms of the Consent Decree as required by Paragraph 5 therein.

B. In addition to the requirements of Section XI above, the Engineer shall comply with the document retention requirements of Paragraph 68 of the Consent Decree which includes, but is not limited to, the obligation to preserve all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in the Engineer's possession or control that relate in any manner to the Engineer's performance under this Agreement ("Preserved Documents"). Upon the Engineer's performance of all services required under this Agreement, the Engineer shall provide the City with all Preserved Documents. In addition to the requirements of Section IX above, the Engineer shall provide the City with all Preserved Documents upon termination of this Agreement pursuant to Section X.

C. Upon the occurrence of a force majeure event as defined in Paragraph 55 of the Consent Decree, the Engineer shall provide notice to the City's Director of Utilities and Engineering in person, by phone, or by electronic mail within twenty-four (24) hours of when the Engineer first knew or should have known that the event might cause a delay. Within three (3) days thereafter, the Engineer shall provide written notice in accordance with Section XII above to include the following information: an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken in an effort to prevent or minimize the delay; a schedule for implementation of any measures to be taken in an effort to prevent or mitigate the delay or the effect of the delay; and the Engineer's rationale for attributing such delay

to a force majeure event. The Engineer shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure event.

D. Pursuant to Section VI above, the Engineer shall reimburse the City the amount of any stipulated penalties imposed on the City pursuant to Paragraph 47 of the Consent Decree if the Engineer neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The Engineer agrees that any failure to meet such deadlines will result in the City's failure to meet the deadlines set forth in the Consent Decree except in the event of force majeure notice by the Engineer which results in the extension of said deadline by the U.S. Environmental Protection Agency under the Consent Decree. The City reserves all other remedies available pursuant to Section VI and Section XIV (E) for the Engineer's failure to perform pursuant to the Agreement, including the failure to meet the deadlines set forth in Exhibit C attached hereto.

E. The Engineer shall perform the services pursuant to this Agreement using sound engineering practices as set forth in Paragraph 9 of the Consent Decree.

XIV. Miscellaneous

A. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

B. The Engineer shall be responsible for performance of all services required by this Agreement. The Engineer does not act as the City's agent or employee.

C. The Engineer will not assign or sublet its obligations to perform the services required by this Agreement without the written consent of the City.

D. In the event there are any disagreements between the City and the Engineer with regard to any of the requirements, specifications or interpretation of this Agreement, the Engineer agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.

E. This Agreement shall be construed in accordance with the laws of the State of South Carolina. The Engineer agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof. The City may seek attorney's fees and the Engineer agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by, nor will be paid to, the Engineer.

F. This Agreement represents the entire agreement between the City and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Change Order signed by both the City and the Engineer may amend this Agreement.

G. The failure of either the Engineer or the City to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of this Agreement shall not constitute waiver of a subsequent breach.

H. In the event any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. This Agreement is subject to City Council approval.

J. The Engineer is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

Witness the parties' respective hands and seals on the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

Witness

By: _____
Teresa Wilson, City Manager

Black & Veatch Corporation

Julie R. Beckner

Witness

By: William J. Wells

Title: Associate Vice President

RECOMMENDED BY: [Signature]

Joseph D. Jaco, P.E., Director of Utilities and Engineering

RECOMMENDED BY: _____
Melissa S. Gentry, P.E., Assistant City Manager for Operations

APPROVED AS TO FORM
[Signature] 7.1.14
Legal Department, City of Columbia

**EXHIBIT A
TO
CONTRACT FOR ENGINEERING SERVICES**

Project Name: City of Columbia – Non-potable Water System Improvements for the Metro WWTP
CIP # SS7275

Engineer: Black & Veatch Corporation

SCOPE OF SERVICES

**NON-POTABLE WATER SYSTEM IMPROVEMENTS FOR THE
METRO WASTEWATER TREATMENT PLANT**

Black & Veatch (Engineer) will serve as the City of Columbia's (City's) professional engineering representative in those phases of the Project to which this Contract applies and will provide consultation and advice to the City during the performance of their services. The Engineer will provide engineering consulting, design and construction phase services for the Non-potable Water Pumping System Improvements for the Metro Wastewater Treatment Plant (WWTP).

The project consists of engineering consultation, design and construction phase services to provide and implement a new non-potable water pumping system. Specific components of the overall project include the following:

- **Identification and quantification of non-potable water system requirements for current and future plant processes.**
- **Development of quality criteria for non-potable water consistent with current and future anticipated use.**
- **Perform a review and evaluation of the existing non-potable water system facilities to include structural, architectural, mechanical, electrical and supporting systems.**
- **Determine location of supply for future non-potable water system and level of treatment required to achieve quality goals.**
- **Development of alternatives and capital costs for rehabilitation and improvements to the existing non-potable water system and/or replacement of the system.**
- **Preliminary and detailed design of the selected non-potable water system alternative. Design assumptions for the system include the following:**
 - **Rehabilitation of the existing building to house the non-potable water system to include removal of existing microscreen equipment and controls, window replacement, HVAC improvements, electrical improvements, concrete rehabilitation, cleaning and painting, etc.**
 - **Rehabilitation of the three (3) existing vertical turbine pumps to include removal, inspection, refurbishment (impellers, wear parts, etc.), and new**

- electrical gear.
- o Installation of filtration system on pumping system influent in area of existing microscreens.
- o Pumps to continue to be constant speed with new pump recirculation and surge control system to maintain appropriate system pressure.
- o Relocation of sodium bisulfite chemical feed pumps from non-potable water room to disinfection equipment room.
- o Replacement of existing gates for Treatment Train 1 disinfectant contact basins.
- o Electrical, instrumentation and control system improvements.
- o Distribution network piping to connect to existing non-potable system piping.

In addition to the above stated tasks, the project also includes architectural planning services for a future Collection System Maintenance Building to be located in an area adjacent to the new influent pump station. The potential for repurposing of the existing Process Building near the existing Incinerator Building will also be evaluated. These services consist of programming to define the intended use and space requirements for the building, and schematic design to further define the floor plan and parking / laydown area requirements. The purpose of this planning effort is to identify the area needed for filling in the existing floodway, if required. The City may use this planning information when applying for approval to fill the area of the proposed improvements.

Engineer will be participating in the City's Mentor-Protégé Program as part of this project, utilizing Howard Engineering as our Protégé. Work shall begin upon execution of this Agreement, and work under any other phase shall proceed only after the City has authorized the Engineer in writing to proceed.

Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.

TASK 100 – DESIGN PHASE ADMINISTRATION

The Design Phase Administration task will include general project administration duties and preparation of project management documents, including project budget, schedule, and quality assurance and quality control plan. In addition, this phase will include reviewing ongoing activities, coordination with sub-consultants, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted.

110. General Project Administration

Engineer will manage the efforts of its project team members and sub-consultants by assigning manpower, delegate responsibilities, review work progress, monitor

budget and schedule, and direct the progress of the work. As part of project administration, Engineer will:

- Participate in design review and construction progress meeting with the City as outlined.
- Provide monthly invoicing and schedule updates pertaining to Engineer's portion of the work to the City. Provide a detailed project schedule within one week of execution of the Contract.
- Plan and perform quality control and quality assurance in accordance with Engineer's QA/QC policy. Submit statements of compliance with Engineer's QA/QC procedures at established project milestones.
- Project administration will terminate at the completion of Design and Permitting tasks.
- Provide monthly progress reports.
- Engineer will invoice monthly and include amounts invoiced by sub-consultants in accordance with the City's invoicing procedures.

120. Coordination Meetings

Throughout the design of the project, Engineer will maintain regular contact through the City's staff. Progress meetings include:

- Conduct a project initiation meeting to clarify City's requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule.
- Conduct project meetings on a monthly basis and at milestones in the detailed task descriptions in this Scope of Services. Where possible, the monthly project meetings will be held to coincide with the milestone meetings.
- Prepare and distribute meeting minutes for project review meetings.

130. Project Management and Coordination with the City

- Engineer will communicate with the City through a single point of contact, the Engineer's Project Manager.
- Engineer will utilize SharePoint provided by the City to share and file documentation of project progress, data, decisions, deliverables, design and management of the project.
- Engineer will adhere to and update schedule in Gantt chart format as shown in Attachment C.
- Engineer will conduct coordination meetings as outlined in Task 120 of this agreement.

140. Mentor-Protégé Program

Engineer and Howard Engineering will provide the following in compliance with the City's Mentor-Protégé Program:

- Engineer will continue the existing Mentor-Protégé Agreement with Howard Engineering.
- Engineer will update the existing Mentor-Protégé Business Plan per the City's Mentor-Protégé Program Guidelines.
- The updated Mentor-Protégé Project Scope and Mentor-Protégé Business and Implementation Plans will be presented to the City for approval.
- Schedule and attend all quarterly development meetings.
- Comply with deadlines for furnishing information required under the Mentor-Protégé Program.
- Document and maintain copies of communications between the Mentor and the Protégé.
- Prepare and submit a quarterly report form to the City of Columbia's Office of Business Opportunities.

TASK 200 - PRELIMINARY DESIGN

The Preliminary Design phase is the segment of the project where major project processes and process elements are designed at a schematic level, process schematic diagrams are developed, major process Piping and Instrumentation Diagrams (P&IDs) are prepared, a preliminary site layout is developed, and preliminary facility and building layouts are determined. This information is summarized into a Basis of Design Report and reviewed with the City. Additional support services are also included in this phase. The following tasks and subtasks will be performed during this phase:

210. Data Collection and Review

- Develop a comprehensive data request for the City to include any necessary operating information, previous engineering studies, existing design information, existing record drawings, etc.
- Perform one site visit to review project site and determine any field conditions that must be considered during design.

220. Existing Facility Evaluation

- A review and evaluation of the existing non-potable water pumping building will be performed and a condition assessment prepared. Recommendations and costs for building improvements will be developed.

230. Design Criteria

- **Criteria for non-potable supply quantity and quality will be developed. Consideration will be given to existing and future facility improvements when evaluating system requirements.**

240. Alternatives Development and Review

- **Alternatives for improvements to the existing non-potable water system and/or replacement of the system will be developed. Technical information and estimated construction costs for each alternative will be presented to the City in a workshop format.**

250. Basis of Design Report

A Basis of Design Report (BODR) will be developed for the selected alternative and will include the following specific items:

- **Detailed process design parameters for the non-potable water system.**
- **Design calculations for process and hydraulic project components.**
- **Process schematics and major P&IDs.**
- **A list of major equipment and recommendations on preferred equipment manufacturers and products.**
- **Preliminary layouts for the non-potable water system.**
- **Discipline-specific sections to include Civil, Mechanical, Structural, Electrical, and Instrumentation and Control Systems. These sections will develop the conceptual design and identify any specific issues that are to be addressed in the Detailed Design phase.**
- **Preliminary estimate of probable construction costs, based on the project as developed by the BODR.**
- **Distribute six (6) copies of the draft BODR to the City.**
- **Conduct a review meeting with the City to discuss the findings and recommendations presented in the BODR.**
- **Incorporate City's comments into the BODR, and distribute six (6) bound copies of final report to the City.**
- **Submit BODR as a Preliminary Engineering Report (PER) to SCDHEC for review and approval. Respond to regulatory review comments as needed to facilitate PER approval.**

250. Site Survey

- **Provide, through a subcontract, site surveying services including topographical and existing utility location information in the areas of the facility impacted by the project. Existing benchmarks furnished by the City (if available) will be used and, as appropriate, new benchmarks established. The survey will be**

completed using horizontal datum NAD 83 (2007) and vertical datum NAVD 28.

- From the survey data, the survey subcontractor shall prepare final AutoCAD 2010 electronic files of the entire survey area that accurately locates all horizontal (planimetric) features and contains, on separate layers, all feature labels and all surveyed points with point number, description, and elevation.

260. Architectural Planning Services for Collection System Maintenance Building

Provide, through a subcontract, architectural planning services for the future Collection System Maintenance Building. Specific tasks for this item include:

- Meetings with the Engineer, City and other representatives to gather programming data and necessary specifications to determine functional uses and space needs for the future building. Three (3) meetings are proposed for the programming exercise.
- Review and evaluate the potential for repurposing the existing Process Building for the intended use.
- Provide a 10% schematic level design package that includes space requirements, schematic floor plans, and a conceptual site and parking layout. Identify special maintenance needs, building type, conditioned areas, etc. Provide recommendation for new building versus repurposing of existing building. Submit three (3) copies of draft documents for review.
- Develop a planning level estimate of probable construction costs for the facility and an estimate of the engineering and architectural services fee.
- Attend one (1) review meeting with the Engineer, City and other representatives to present and review the schematic level design deliverables. Incorporate requested revisions into the schematic level design documents and reissue three (3) copies. In addition, provide electronic copies of revised documents.

TASK 300 - DETAILED DESIGN

The Detailed Design phase is divided into two (2) construction document levels and a final complete level. At the completion of each detailed design level, the Engineer will produce interim documents for the purpose of review by City staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of City review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and project cost and schedule.

310. Construction Document Level 1

This level of detailed design coincides with a 30 percent completion and uses information from the final Basis of Design Report to finish the process schematics and P&IDs, develop the various design disciplines, prepare final facility and site layouts, and prepare electronic plans for subsequent use as base drawings by all disciplines. The following specific tasks will be included in the Level 1 item:

- **Develop Construction Document Level 1 to include the following components:**
 - **Contract front-end documents.**
 - **Final P&IDs for major and secondary processes.**
 - **Existing conditions plan(s) showing all existing utilities.**
 - **Demolition plans for existing structures (if required).**
 - **Preliminary site and grading plan.**
 - **General site arrangements and yard piping drawings.**
 - **Plans for the non-potable water pumping systems, including equipment layout.**
 - **Site piping plans and supporting calculations.**
 - **Power distribution functional diagram.**
 - **Control system block diagram.**
 - **Equipment control descriptions.**
- **Distribute six (6) copies of the Level 1 submittal to the City for review.**
- **Update the preliminary construction cost opinion for review by City.**
- **Conduct a review meeting with the City to discuss the Level 1 submittal. During the meeting, the preliminary construction cost estimate will also be reviewed. City comments will be incorporated into subsequent design submittals.**

320. Construction Document Level 3

This level of detailed design coincides with a 90 percent completion and will build upon the final Basis of Design Report and Level 2 submittal. The following specific tasks will be included in the Level 3 item:

- **Develop Construction Document Level 3 to include the following components:**
 - **Complete project plans (demolition, site, piping, mechanical, structural, architectural, electrical, P&IDs).**
 - **Complete project specifications.**
 - **Complete design calculations and supporting information.**
- **Distribute Level 3 documents for internal Quality Control review.**
- **Distribute six (6) copies of the Level 3 submittal to the City for review.**

- Update construction cost opinion for review by City.
- Conduct a review meeting with the City to discuss the Level 3 submittal. The updated construction cost estimate will also be reviewed. City comments will be incorporated into the 100 percent complete documents.

330. Final Design Documents

This level of detailed design coincides with a 100 percent completion of design. The following specific tasks will be included in the Final Design Documents item:

- Incorporate comments from internal quality control and City's review into documents.
- Provide one set of final bid plans, a CD containing PDFs of the signed and sealed drawings, and a one sided copy of unbound specifications.
- Develop a final construction cost estimate for review by City. Estimate to be provided in digital format to match the bid tab item list.

TASK 400 - PERMITTING AND BIDDING ASSISTANCE

The Permitting phase includes the Engineer's services to assist with the acquisition of federal, state, and local permits. Bidding services includes the Engineer's assistance to the Owner with the development of and securing of contractor bids for the project.

410. Permit Acquisition - This task involves the identification and acquisition of federal, state, and local permits for the project. The following specific subtasks will be included in this item:

- Provide assistance to City in obtaining permits from federal, state, and local agencies. Submit the required sets of documents for approval and attend review meetings and project site visits with regulatory staff, as required, to discuss the project permitting. The following permits are anticipated for the project:
 - SCDHEC Bureau of Water - Permit to Construct.
 - SCDHEC - Approval to Place into Operation.
 - SCDHEC Bureau of Water - Sediment and Erosion Control Permit.
- Provide in the Final Bid Documents a list of the permits which must be obtained by the construction contractor(s).
- Approval and/or certification for filling in the area deemed as floodway is not included in this scope of services.

- 420. Preaward Services** – This task includes the preparation of Final Bid Documents and bidding phase services prior to contract award and includes the following subtasks:
- Assist City with the preparation of Bidding Requirements, Bid Forms, Contract Forms, and Conditions of Contract for the contract documents, and preliminary Invitation to Bid form.
 - Assist City with preparation and coordination of a mandatory Prebid Conference with interested Contractors.
 - Coordinate bid letting date, time, and place with City, and assist with preparation of final Invitation to Bid.
 - Interpret construction contract documents. Prepare and issue addenda to the construction contract documents when required.
 - It is assumed that the duration of the Bid Period will be forty-five (45) days and that the City will be distributing the bid packages. An additional sixty (60) days is assumed from the selection of the Contractor to the issuance of the Notice to Proceed.
 - While a formal prequalification process is not anticipated, Engineer will work with the City to include qualification requirements in the Specifications that will be submitted by the bidders with the bids.
 - Assist City during bid opening. Answer questions during bid opening, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
 - Assist City with review and evaluation of each submitted bid and any proposed major or specialty subcontractors.
 - Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to Owner concerning contract award.

TASK 500 – CONSTRUCTION PHASE SERVICES

The Construction Phase Services encompass construction management activities, including review of contractor requests for information, submittals, record keeping, periodic construction site visits, processing requests for payment, etc. These services are broken down into Construction Administration Services and Field Support Services.

Engineer will perform Construction Phase Services during the construction phase of the project. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Construction Phase Services shall be provided for the approximate 10-month period beginning with

issuance of the Notice to Proceed. Specific services to be performed by the Engineer are as follows:

510. Construction Administration Support Services

- **Contractor's Schedule – Determine if Contractor's schedule is consistent with the construction contract documents with emphasis on milestone dates, construction sequencing, and operation of existing facilities during construction. Engineer's review shall not include an analysis of Contractor's approach, means, or methods of construction to perform the work specified in the construction contract documents:**
 - Review and comment upon the Contractor's initial construction schedule.
 - Review and comment upon updated schedules monthly.
- **Contractor's Estimates of Monthly Payments – Review the Contractor's initial and updated schedule of estimated monthly payments and advise City as to acceptability.**
- **Contractor's Guarantees, Bonds, and Certificates – Receive guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor. Review for completeness in accordance with the construction contract documents and transmit them to City.**
- **Shop Drawing Review – Review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.**
- **Operation and Maintenance Data – Collect and organize sets of operation and maintenance data provided by the Contractor (number of sets to be specified in construction documents). Each set will be placed in separate binders, the binders indexed, and a table of contents provided. Binders will be submitted to City.**
- **Requests for Information, Change Orders, and Claims:**
 - **Requests for Information – Interpret construction contract documents when requested by City or the Contractor. Requests for clarification or information shall be in writing, and copies of Engineer's response shall be distributed to City.**
 - **Change Orders – Review City or Contractor requests for project changes.**
 - Review documentation.
 - Prepare any additional documentation required.
 - Administer the processing of change orders.

- **Review applications for extension of construction time.**
- **Evaluate the cost and scheduling.**
- **Submit recommendations to City.**
- **Assist City in negotiations with Contractor to obtain a fair price for the work.**

- **Claims – Act on claims of City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.**

- **Performance Testing of Equipment – Analyze data from performance testing of equipment by the Contractor or supplier when the construction contract documents require the equipment to be tested after installation. Submit conclusions to City.**
- **Contractor Pay Requests – Review and process the Contractor’s monthly payment requests, and forward to City if appropriate. Engineer’s review shall be for the purpose of making a full independent mathematical check of the Contractor’s payment request. If providing Resident Project Representative services, Engineer is responsible for verifying the quantities of work, which are the basis of the payment requests.**
- **Upon completion of the project, revise the construction contract drawings to conform to the construction records. Submit the following documents to the City:**
 - **One (1) electronic copy in AutoCAD 2000 or later version.**
 - **One (1) electronic copy in PDF format.**

- **Consent of Surety – Assist City in applying for Surety’s consent to final payment.**

520. Field Support Services

- **Preconstruction Conference – Conduct the preconstruction conference at a date and time selected by City and at a facility provided by City. Elements of the conference include:**
 - **Agenda prepared by Engineer.**
 - **Minutes prepared and distributed by Engineer.**
 - **Discussion of Contractor’s tentative schedules.**
 - **Procedures for transmittal and review of Contractor’s submittals.**
 - **Processing applications for payment.**
 - **Critical work sequencing.**
 - **Change orders.**
 - **Record documents.**
 - **Contractor’s responsibilities for safety and first aid.**

- **Coordinate and conduct monthly construction progress meetings to include the City and Contractor. Engineer shall prepare a meeting agenda, conduct the meeting, and prepare and distribute meeting minutes. A total of eight (8) meetings are included.**
- **Site Visits – Project design team personnel with particular areas of responsibilities for the project shall visit the site to observe construction and to confer with City and Contractor. Bi-weekly (once every two weeks) visits to the project site (in addition to the construction progress meetings) are included. This scope includes seventeen (17) site visits at four (4) hours per visit by the Project Engineer.**
- **Quality Assurance / Quality Control Testing Services - Through a subcontract, Engineer will serve as Owner’s representative to conduct, evaluate, and report on tests and test analyses for materials including concrete, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.**
- **Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to City and the Contractor.**
- **Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed. Provide written recommendations concerning final payment to City, including a list of items, if any, to be completed prior to making such payment.**
- **Startup Assistance and Training – Engineer will provide hands-on guidance to facility staff through startup and initial operation. Engineer will coordinate and participate in formal training by equipment manufacturers as required by the project Specifications. Engineer has budgeted four (4) staff-days for startup assistance and training.**
- **Prepare and provide three (3) copies of a bound Operation and Maintenance Manual for the non-potable water system. This manual will include a detailed description of the system equipment and unit processes and provide specific guidelines, procedures, and objectives necessary to properly operate and maintain the new facilities. The manual will also include a description of safety procedures, troubleshooting, and preventive maintenance requirements.**

530. Resident Project Representative Services

Engineer will furnish one part-time Resident Project Representative at 3 days (24 hours) per week for an anticipated active construction period of 8-months.

The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the contractor of complete supervision and inspection of the Work or the contractor’s obligation for complete

compliance with the Drawings and Specifications. The contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the Resident Project Representative are as follows:

- **Site Observations and Liaison with Owner and Contractor:**
 - **Provide resident engineering to conduct onsite observations of the general progress of the work to assist Owner in determining if the work is proceeding in accordance with the construction contract documents.**
 - **Serve as Owner's liaison during construction, working principally through the contractor's superintendent.**
 - **Transmit design clarifications of the construction contract documents to the contractor when warranted.**
 - **Serve as Owner's liaison with the contractor when the contractor's operations affect Owner's onsite operations.**
 - **Assist in obtaining additional details or information when required at the jobsite for proper execution of the work.**
 - **Report to Owner, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the contractor's work and relating to compliance with Drawings, Specifications, and design concepts.**
 - **Advise the contractor or its superintendent(s) to immediately halt any work requiring a shop drawing or sample submission if such shop drawing or sample submission has not been accepted by the Engineer.**
 - **Monitor changes of apparent integrity of the site (such as possible differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.**
 - **Observe pertinent site conditions when the contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions by geologic mapping. Review and analysis of the contractor's claims for differing subsurface and physical conditions are supplemental services.**
 - **Review the contractor's construction sequence and traffic control plans for construction work undertaken simultaneously.**
 - **Verify that the contractor has contacted utilities in the general construction area and advised them of contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with others' activities.**
 - **Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.**
 - **Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to Owner for review and information.**
 - **Observe field tests of equipment, structures, piping, and review the resulting reports.**

- **Meeting, Reports, and Document Review and Maintenance:**
 - **Attend monthly progress meetings and other meetings with the Owner and the contractor when necessary, to review and discuss construction procedures and progress scheduling, construction inspection and quality control procedures, and other matters concerning the project.**
 - **Submit to Owner monthly construction progress reports containing a summary of the contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.**
 - **Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the contractor.**
 - **Report to Owner regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Owner whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.**
 - **Review applications for payment with the contractor for compliance with the established procedure for their submission, and forward them with recommendations to Owner, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.**
 - **During the course of the work, verify that specified certificates and other data required to be assembled and furnished by the contractor are applicable to the items actually installed, and forward to Owner prior to final acceptance of the work.**
 - **Maintain a marked set of drawings and specifications at the jobsite based on data provided by the contractor.**
 - **Review certificates of inspections, tests, and related approvals submitted by the contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the contractor and does not extend to a determination of whether the contractor has complied with all legal requirements.**
 - **In accordance with SCDHEC stormwater requirements and the project approved Stormwater Management Plan/permit, maintain records of and submit Contractor conducted stormwater inspection reports to SCDHEC on a regular basis (i.e. monthly, etc.) for the duration of the project.**
 - **Maintain the following documents at the jobsite.**
 - **Correspondence files.**
 - **Reports of jobsite conferences, meetings, and discussions among Owner and the contractor.**
 - **Submittals of shop drawings and samples.**

- Reproductions of original construction contract documents.
- Addenda.
- Change Orders.
- Field Orders.
- Additional drawings issued subsequent to execution of the construction contract documents.
- Progress reports and payment requests.
- Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- Maintain a daily diary or log book of events at the jobsite, including the following information:
 - Days the contractor worked on the jobsite.
 - Contractor and subcontractor personnel on jobsite.
 - Construction equipment on the jobsite.
 - Observed delays and causes.
 - Weather conditions.
 - Data relative to claims for extras or deductions.
 - Daily activities.
 - Observations pertaining to the progress of the work.
 - Materials received on jobsite.
 - Photographs depicting construction progress.
- The original diary or log book shall remain the property of the Engineer. A copy of the log book or diary shall be provided to the Owner.

SUPPLEMENTAL SERVICES

Supplemental services are not in the scope of work for this Contract. These services will be performed at City's request with compensation adjustments. Supplemental services that City might choose to add to the scope of services include, but are not limited to, the following items.

- General:
 - Safety Assessments (Safety issues regarding the design of new facilities and equipment related to this project are included in the scope of services and compensation for this Contract).
 - Security Assessments.
 - Value Engineering reviews and services.
 - Renderings or photo realistic drawings.
 - Establishing a project communications site.
 - Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

- Special consultants or independent professional associates requested or authorized by City.
 - Assistance with bid protests and rebidding.
 - Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
 - Additions to an engineering report or other document to update or revise original recommendations.
 - Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
 - Preparing measured drawings.
 - Design of deep foundation support systems for structures.
- **Rights-of-way and property acquisition:**
 - Aerial photography.
 - Photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads.
 - Setting horizontal and vertical controls and locating street, road, highway, and utility rights-of-way and critical property corners and to provide additional records on rights-of-way and property information.
 - Prepare title reports on each parcel of property for purchase or arranging for easements or rights-of-way.
 - Prepare legal descriptions for the City's use in acquiring property or rights-of-way and easements.
 - Services of a qualified appraiser to appraise the property or rights-of-way and easements to be acquired, and to meet and negotiate with the property owners.
 - Engineering assistance to City in negotiation meetings and condemnation proceedings.
 - Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way limits.
- **Environmental Assessment:**
 - Environmental assessment reports and/or environmental impact statements.
 - Cultural resources and/or archaeological study and reports.
 - Archaeological consultations regarding artifacts that may be uncovered during construction.
- **Testing:**
 - Laboratory and field testing and any reports or studies on materials and equipment requested by City, not specifically covered in the scope.
 - Observing factory tests and/or field retesting of equipment that fails to pass the initial test.

- **Hazardous Environmental Conditions:**
 - **Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.**
 - **Conduct asbestos or lead based paint abatement or other hazardous material abatement of existing facilities.**
- **Conducting pilot plant studies and tests.**
- **Support services for additional work in connection with public information activity.**
- **Services during construction:**
 - **Submittal of a schedule for field staffing requirements and cash flow projections for engineering services during construction, along with a standard report format, to City.**
 - **Visits to the construction site or to City's location in excess of the number of such trips and the associated time set forth in other phases.**
 - **Receiving wage rate information submitted by the Contractor and forwarding the information to City.**
 - **Preparation of a master construction schedule from individual schedules submitted by construction contractors, and coordination and resolution of conflicts with contractors' schedules.**
 - **Assistance in financially related transactions for the project.**
 - **Special reports requested by City concerning facilities operation and personnel matters during the operation startup period.**
 - **Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.**
 - **Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the work.**
- **Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.**
- **Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.**
- **Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or neglected work by any Contractor, 3) acceleration of the progress schedule involving service beyond normal working hours, 4) default by any Contractor, and 5) failure of the Contractor to complete the work within the construction contract time.**
- **Changes in the general scope, extent, or character of the project, including, but not**

limited to:

- Changes in size or complexity.
- City's schedule, design, or character of construction.
- Method of financing.
- Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

CITY RESPONSIBILITIES

The City will furnish, as required by the work and not at the expense of the Engineer, the following items:

- All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract.
- Access to public and private property when required in performance of the Engineer's services.
- Manage the performance of other consultants under direct contract to City necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation).

**EXHIBIT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Project Name: **City of Columbia – Non-potable Water System Improvements for the Metro WWTP
CIP # SS7275**

Engineer: **Black & Veatch Corporation**

COMPENSATION

**NON-POTABLE WATER SYSTEM IMPROVEMENTS FOR THE
METRO WASTEWATER TREATMENT PLANT**

For the services outlined in this Contract, the City agrees to pay the Engineer as follows:

- A. Payment shall be authorized and allocated according to project phases, for a total project lump sum of five hundred one thousand five hundred and no/100 dollars (\$501,500). The fee shall be broken down by phases as listed below:

Task 100 – Project Coordination -	\$ 25,000
Task 200 – Preliminary Design -	\$ 59,500
Task 300 – Detailed Design -	\$ 160,000
Task 400 – Permitting and Bidding -	\$ 27,000
Task 500 – Construction Phase Services -	\$ 230,000

The maximum billed for these services shall not exceed this amount without further authorization from the City. Work on these tasks will begin upon written notification by the City to proceed.

- B. For supplemental services, the Engineer's compensation shall be in accordance with the Hourly Rate Schedule shown below in this Exhibit times a multiplier of 2.3. Compensation for reimbursable expenses shall be the actual cost of these expenses times a multiplier of 1.1.

Each item of supplemental services shall be established and approved in writing before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established and approved for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

- C. Monthly payments shall be made to the Engineer by the City based on the Engineer's statement. For payroll multiplier items, the statement shall be itemized to indicate

the amount of work performed and the associated reimbursable expenses and subcontract costs.

The entire amount of each statement shall be due and payable upon receipt by the City.

Hourly Rate Schedule

Engineer shall be allowed to adjust employee hourly rates on an annual basis starting in July 2014. Adjustments shall not exceed 3% per year. Engineer will submit to the City, for approval, the proposed hourly rates. Approval of adjusted hourly rates by the City does not affect the total project ceiling for compensation under this Agreement.

Hourly Payroll Rates for Personnel	
Category of Personnel	Labor and Overhead Rate / Hour
Project Manager	\$90
Process Specialist	\$88
Senior Process Specialist	\$102
Senior Project Engineer	\$72
Project Engineer II	\$54
Project Engineer I	\$42
Operations Specialist	\$42
Senior Engineering Technician	\$50
Engineering Technician	\$32
Senior Structural Engineer	\$80
Senior Electrical Engineer	\$80
Accountant	\$38
Senior Administrative Assistant	\$44
Administrative Assistant	\$28

Project Team

The following key project team members are assigned to perform the services required as delineated herein:

**Project Manager – Clint Shealy
Senior Project Engineer – Don Franklin
Senior Process Specialist – Gary Hunter
Project Engineer I – Chad Walters**

Subconsultants

The project subconsultants are listed in Exhibit D and are shown below.

- **Howard Engineering (Protégé Firm, FBE) – Electrical, instrumentation and controls engineering services and construction phase services, including resident observation in the amount of \$118,800. This represents a total project percentage of 23.7% for Protégé Firm participation.**
- **K&P Engineering – Structural engineering services in the amount of \$ 12,400.**
- **Studio 2LR – Architectural services in the amount of \$20,960.**
- **Felkel & Hastings – Mechanical engineering services in the amount of \$5000.**
- **Summit Engineering – Surveying services in the amount of \$4500.**
- **Terracon - Construction materials testing services in the amount of \$3500.**

The subconsultant participation is 33% of the total project fee.

EXHIBIT C
TO
AGREEMENT FOR ENGINEERING SERVICES

Project Name: City of Columbia – Non-potable Water System Improvements for the Metro Wastewater Treatment Plant
CIP # SS7275

Engineer: Black & Veatch Corporation

SCHEDULE

NON-POTABLE WATER SYSTEM IMPROVEMENTS FOR THE METRO WASTEWATER TREATMENT PLANT

The estimated schedule to complete the project is as follows:

Metro WWTP Non-potable Water System Improvements Initial Project Schedule						
ID	Task Name	Duration	Start	Finish	2014	2015
1	Task 100 - Design Phase Administration	8 mos	Tue 4/1/14	Mon 11/10/14	4/1	11/10
2	Task 200 - Preliminary Design	2 mos	Tue 4/1/14	Mon 5/26/14	4/1	5/26
3	Task 300 - Detailed Design	6 mos	Tue 5/27/14	Mon 11/10/14	5/27	11/10
4	Task 400 - Permitting and Bidding	2.5 mos	Tue 11/11/14	Mon 1/19/15	11/11	1/19
5	Task 500 - Construction Phase Services (following 30-day award period)	10 mos	Tue 1/20/15	Mon 10/26/15	1/20	10/26

EXHIBIT D
TO
AGREEMENT FOR ENGINEERING SERVICES

Project Name: City of Columbia - Non-potable Water System Improvements for the Metro Wastewater Treatment Plant
CIP # SS7275

Engineer: Black & Veatch Corporation

SUBCONSULTANT FIRM INFORMATION RECORDS

REGULATORY COMPLIANCE CONSULTING FOR THE METRO WASTEWATER TREATMENT PLANT

The Engineer shall list all firms, including minority and female owned firms, providing subconsulting services under this Agreement. The list shall be submitted in the format provided below. Any proposed changes must be submitted in writing to the City, including the reason(s) for the proposed changes, prior to initiation of any action by the Engineer. Any invoices submitted for payment under this Agreement must include the dollar amount to be paid to each firm listed below for the invoice period.

Firm Name and Address	Contact Name and Telephone Number	Group (MBE, FBE SBE, Non M/F/SBE)	Services to be Provided	Dollar Value of Services*
Howard Engineering (Protégé Firm) PO Box 237 Marietta, SC 29661	Amy Howard, (864) 838-0440	FBE	Electrical and Instrumentation System Design, Construction Phase Services, Resident Observation	\$118,800.00
K&P Engineering, LLP P.O. Box 1416 Lexington, SC 29071	Charles Knoblock, (803) 808-8020	SBE	Structural Design	\$12,400.00
Studio 2LR 801 Gervais Street, Suite 201 Columbia, SC 29201	Wes Lyles, (803) 233-6602	SBE	Architectural Design	\$20,860.00
Felkel & Hastings, Inc. 3101 Carlsale Street # 101 Columbia, SC 29205-1871	Jud Kinsey, (803) 771-0185	SBE	Mechanical Building Systems Design	\$5,000.00
Summit Engineering Group, LLC 8601 Warren H. Abernathy HWY. Spartanburg, SC 29301	Jim Longshore, (864) 949-1111	Non M/F/SBE	Surveying Services	\$4,800.00

City of Columbia
 NPW Pumping System Improvements for the Metro WWTP
 Subconsultant Information_031414

EXHIBIT D

Page 2 of 2

Terracon 621 Clemson Road Columbia, SC 29229	Kevin Sorhabnia, (803) 741-8000	Non M/F/SBE	Construction Materials Testing	\$3,500.00

* Estimated fee; fee may vary based on actual services provided.

Exhibit E

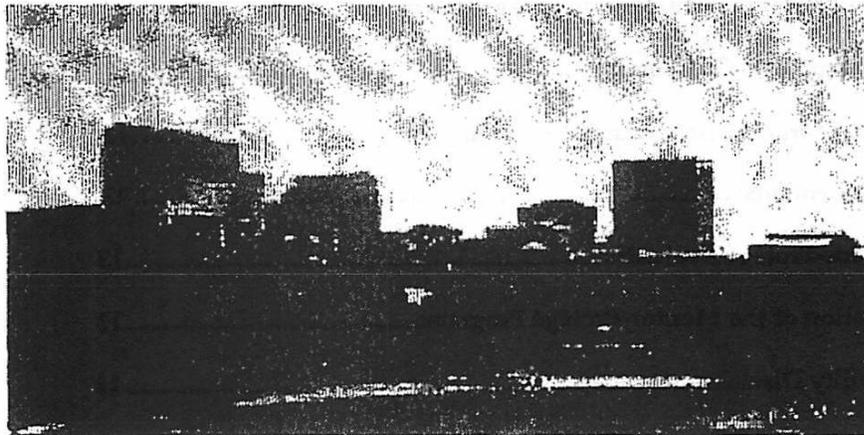


CITY OF COLUMBIA
SOUTH CAROLINA

City of Columbia
DEPARTMENT OF UTILITIES & ENGINEERING

Mentor-Protégé
Program Guidelines

UPDATED - 8-26-2013



FORM 701

Department of Utilities & Engineering • Compliance Division
1136 Washington Street, Suite 507 • Columbia, South Carolina 29201
Office: 803-545-3369 • Fax: 803-545-4130 • www.columbiasc.net

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FORM 701

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City of Columbia

Mentor-Protégé Program Guidelines

Introduction:

The City of Columbia Disparity Study final report listed water and sewer construction as an area of potential development and opportunity for small, woman and minority-owned businesses. This program provides a strategy to increase the viability of small, minority and woman-owned businesses via participation in capital improvement projects. The City of Columbia through a Mentor-Protégé Program will assist Minority and Woman-owned businesses and Small Business Enterprises (M/W/SBE's) in the following objectives: 1) Coordinate operational assistance on water/sewer projects; 2) Facilitate bonding, financing and insurance capacity; and 3) Implement industry specific training, mentoring and collaboration.

The Mentor-Protégé Program was developed in partnership with the City of Columbia, the Office of Business Opportunities, the Department of Utilities & Engineering, Compliance Division, and the SC Minority Business Enterprise Center (SCMBEC) to provide the City of Columbia with an additional option for obtaining opportunities for M/W/SBE firms to develop and expand in all areas of water/sewer construction. While the Mentor-Protégé Program will initially focus on water/sewer projects, the Program may be expanded into other construction areas at the discretion of the City. The program offers an opportunity to increase skills and gain experience in a construction field situation to both less experienced M/W/SBEs positioned for training, operational, assistance, increased bonding capacity and financial competitiveness and established M/W/SBEs working to increase their present technical knowledge.

The relationship between Mentor and Protégé is voluntary. The foundation of this relationship is trust. In order to achieve their mentoring goals, the Mentor and the Protégé will collaboratively develop and agree to a Mentor-Protégé Business Plan that is fitting for both parties. The plan will identify the program goals they want to achieve through the effort.

Details and guiding principles of the Mentor-Protégé Business Plan are outlined as follows:

FORM 701

Benefits to the City of Columbia:

- **Enhances the capability of M/W/SBEs to compete for city contracts.**
- **Encourages private sector relationships/joint ventures and expands the Department of Utilities & Engineering, Compliance Division's, effort to identify and respond to the development needs of M/W/SBEs.**
- **Provides an avenue for historically disadvantaged Americans to achieve entrepreneurial success and contribute to the strength, energy and tax base of the City of Columbia's economy.**
- **Increases employment opportunities.**
- **Reduces bid and proposal costs for the Mentor, the Protégé, and the City of Columbia .**

Definitions:

Below are the general definitions:

Mentor - A contractor (general or mechanical), design professional, engineer, architect, or construction manager who counsels a M/W/SBE on how to fully perform items of work and advises them on their professional growth over a period of time through participation in the Mentor-Protégé Program.

Protégé - A M/W/SBE who receives help, guidance, training, and support from a mentor who has a high level of operational experience in construction. One who is trained or whose professional growth is guided by a mentor in conjunction with the Mentor-Protégé Program.

Minority - A lawful permanent resident of the United States who is a Black American, a Hispanic American, an Asian-Pacific American, a Native American, or an Asian-Indian American.

Minority Business Enterprise (MBE) - A business firm which is 51% owned and controlled by one or more minorities. In addition, a MBE may be no more than 50% of its primary NAICS code size standard under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121.

Women Business Enterprise (WBE) - A business firm which is 51% owned and controlled by one or more women. In addition, a WBE may be no more than 50% of its primary NAICS code size standard under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121.

Small Business Enterprise (SBE) - A concern, including its affiliates, that is independently owned and operated, is not dominant in the field of operation that it is bidding on government contracts, and is qualified as a small business in its primary NAICS code under the U.S. Small Business Administration criteria and size standards in 13 CFR Part 121. A SBE may be no more than 50% of the NAICS code size standard.

Objective:

The immediate objectives of the Mentor-Protégé Program are to provide M/W/SBE's with assistance and operational strategies that will improve their ability to compete in water-sewer and other construction projects of the City of Columbia. The City also seeks to increase the capacity and number of local firms competing for water/sewer capital improvement projects. The ultimate objective of the program is to develop M/W/SBE firms that are capable of participating in the industry as fully independent and viable firms.

Specific Objectives for the Protégé:

- Increase business capital.
- Increase bonding capacity.
- Increase gross revenues.
- Increase net earnings.
- Increase credit rating.
- Increase longevity and viability both during and after participation in the program.

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Implementation of the Program:

All contractors (general or mechanical), design professionals, engineers, architects, or construction managers that want to participate in this program shall have an approved application on file with the Department of Utilities & Engineering, Compliance Division.

Each Mentor and Protégé firm identified will complete and submit the following to the Department of Utilities & Engineering, Compliance Division:

- **Mentor Application.**
- **Protégé Application.**
- **Protégé Assessment.**
- **Signed Mentor-Protégé Agreement committing the resources needed for a successful relationship.**
- **Mentor-Protégé Business Plan:**

Each Mentor-Protégé team will, collaboratively, develop a Business Plan that addresses the strategic and tactical steps designed to help the Protégé achieve its objectives. The Business Plan may reflect any additional items that the Mentor or Protégé feels may be necessary to properly support the Protégé in accordance with the Mentor-Protégé Agreement.

The Department of Utilities & Engineering, Compliance Division, will determine whether to authorize the Mentor-Protégé Agreement based on a review of the proposed Mentor-Protégé Business Plan and the individual strengths and weaknesses of the two parties. The Department of Utilities & Engineering, Compliance Division, may create a Mentor-Protégé Review Committee to assist in the implementation, oversight, and guidance of the Program.

The Mentor-Protégé Review Committee may be composed of the following members:

- **Department of Utilities & Engineering, Compliance Division.**
- **Other members as designated by the City.**

Developmental meetings should be held at least quarterly. The Protégé should discuss with the Mentor the efforts to implement the Business Plan and the subsequent results.

The specific items of the Business Plan should be reviewed to develop a course of action for any necessary corrections. Additionally, the Protégé should discuss the firm's current needs and concerns. The Protégé shall send quarterly reports to the Department of Utilities & Engineering, Compliance Division.

Upon successful completion of the program, the Mentor and Protégé will receive a Certificate of Completion.

Mentor and Protégé Qualification Requirements:

To be considered for the program, both the Mentor and the Protégé must have an approved application on file with the Department of Utilities & Engineering, Compliance Division.. Protégés must also submit a Protégé Assessment as part of the application.

Mentor and Protégé Applications and Protégé Assessments can be obtained from the Department of Utilities & Engineering, Compliance Division, and must be submitted in advance of any participation in the Mentor-Protégé Program. The applications are to be submitted to the Department of Utilities & Engineering, Compliance Division,

In order to be considered for the program, the Protégé should meet the following criteria:

- Have a good safety record as measured by OSHA criteria.
- Designate a senior level officer from the company authorized to enter the Mentor-Protégé Agreement.
- Have current certified financial statements.
- Have at least one year's cumulative experience on similar projects.
- Possess a current Contractor's (general or mechanical), Engineer's, or Architect's license to perform in South Carolina, or be qualified as a Construction Manager pursuant to Title 40, Chapter 11 of the Code of Laws of South Carolina.
- Have all necessary and current state and local licenses including a current City business license.

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- **Have a place of business located in the City of Columbia or the South Carolina Counties of Richland, Kershaw, Lexington, Saluda, Newberry, Chesterfield, Charleston, Sumter, Duval, Anderson, or Greenwood.**

In order to be considered a Mentor in the Mentor-Protégé Program, an applicant should meet the following criteria:

- **Have a good safety record as measured by OSHA criteria.**
- **Be bonded and licensed.**
- **Be financially stable.**
- **Have the necessary skills and resources to guide and train the Protégé.**
- **Be an established corporation and/or contractor (general or mechanical), engineer, architect, or construction manager generating more than \$5 million dollars in annual revenue.**
- **Have all necessary and current state and local licenses including a current City business license.**
- **Have at least five (5) years experience in water/sewer and storm drainage construction or other pertinent fields of discipline.**
- **Demonstrate a willingness to provide developmental assistance that will enhance the ability of the Protégé to perform in a new area of operation.**
- **Demonstrate experience with previous minority, women and/or small business enterprise programs.**
- **Have current certified financial statements.**

Mentor Responsibilities:

- **Routinely communicate with the Protégé to review the Protégé's growth, improvements in staff knowledge and expertise, financial management and profitability, and technical assistance needs, and to discuss issues and situations encountered by the Protégé.**

- **Communicate progress issues or problems encountered to the Department of Utilities & Engineering, Compliance Division, as soon as possible after the concerns are identified.**
- **Carefully select staff to assign to the program.**
- **Introduce Protégé to various business resources, including banking, bonding, suppliers, management, and business industries.**
- **Quarterly progress reports reflecting the actions taken by the mentor-protégé team and its progress towards measurable objectives and criteria established in mentor-protégé agreement and business plan.**

Protégé Responsibilities:

- **Pledge the time, personnel, and resources required for a successful relationship.**
- **Make substantial progress in implementing the business decisions developed during the course of the relationship.**
- **Provide complete up-to-date information on the business, including development plans, work in progress, and status of bids.**
- **Routinely communicate with the Mentor to discuss issues and situations encountered.**
- **The Protégé shall not relinquish managerial or administrative control to the Mentor.**
- **Communicate progress issues or problems encountered to the Department of Utilities & Engineering, Compliance Division, as soon as possible after the concerns are identified.**
- **Quarterly progress reports reflecting the actions taken by the mentor-protégé team and its progress towards measurable objectives and criteria established in mentor-protégé agreement and business plan.**

Mentor and Protégé Joint Responsibilities:

- **Develop a Mentor-Protégé Agreement.**
- **Develop a Business Plan.**

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- **Demonstrate a willingness to comply with the Mentor-Protégé Program.**
- **Schedule and attend all quarterly developmental meetings.**
- **Meet all deadlines for furnishing information required under the Mentor Protégé Program.**
- **Demonstrate responsiveness and a willingness to work together and be open to the possibility of creating teaming agreements or joint ventures.**
- **Hold the City of Columbia, including its employees, or agents harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of this Program.**
- **Document and maintain copies of communications between the Mentor and Protégé.**
- **Complete a quarterly report form for each project included in this program and submit the report to the Department of Utilities & Engineering, Compliance Division, by the 10th day following the end of each quarter.**

The Business Plan:

The Business Plan may include, but is not limited to, the following:

- **A statement demonstrating the commitments of the Mentor and Protégé to the Program.**
- **A description of the anticipated goals.**
- **A description of the resources and/or manpower the Mentor and Protégé are going to commit to the program, including timelines and milestones.**
- **A description of the Protégé's business operations.**
- **A description of the Protégé's current contracts/subcontracts.**
- **Potential resources to be used for bonding, insurance, financing, technical assistance, etc.**
- **Bonding and insurance strategies.**

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Requirements:

Neither the Department of Utilities & Engineering, Compliance Division, nor any potential participants are bound by the requirements of this program until such time as the Mentor-Protégé Business Plan signature sheet is signed by the Mentor, the Protégé, and the Director of the Department of Utilities & Engineering, Compliance Division.

By acceptance of the Mentor-Protégé documents and signature on the Business Plan Agreement, the Department of Utilities & Engineering, Compliance Division, commits to creating a program environment supportive of the objectives of the Mentor Protégé Program. Staff members of the Department of Utilities & Engineering, Compliance Division, will be proactively involved in helping the mentoring effort.

Mentor-Protégé Evaluation:

Quarterly progress reports are to be completed by the Mentor and the Protégé in order to track the progress of the Mentor-Protégé team and to determine how effectively it is working. The quarterly reports shall be forwarded the Director of the Department of Utilities & Engineering, Compliance Division, for review.

The Department of Utilities & Engineering, Compliance Division, or the Mentor-Protégé Review Committee may request periodic updates with regard to the Mentor and Protégé's implementation of the MPP Agreement, the Business Plan, or the MPP Implementation Plan. Additionally, the Department of Utilities & Engineering, Compliance Division, or the Mentor-Protégé Review Committee may interview the Mentor and the Protégé any time during the course of the Program participation to review the status of the MPP Agreement, the Business Plan or the MPP Implementation Plan, as well as to determine if the program's needs and expectations are being met.

The Director of the Department of Utilities & Engineering, Compliance Division, or his designee, upon close out of the Mentor-Protégé Program, may conduct exit interviews.

Duration of the Mentor-Protégé Program:

This program will sunset five years after the date of adoption unless earlier terminated by City of Columbia City Council.

- Safety programs.
- Financing strategies.
- Work scheduling methods.
- Projections / pro forma for next five years of projects to be performed by team and by protégé separate from team.
- Marketing and bidding capabilities.
- Equipment acquisitions.
- A description of any training requested by the Protégé. Such training may include project planning, OSHA regulations, field operations, bonding, management skills, technical skills, acquisition of capital and strategic planning.

The Department of Utilities & Engineering, Compliance Division, may facilitate the business planning process. The Business Plan must be submitted prior to acceptance into the program.

Termination of Mentor-Protégé Agreement:

The MPP Agreement is intended to foster a long-term relationship that exceeds the duration of program. There may be many reasons why an Agreement and Business Plan between the Mentor and the Protégé cannot be completed. If either the Mentor or the Protégé wants to terminate the Agreement, the Mentor and/or Protégé shall submit notification to the Department of Utilities & Engineering, Compliance Division, in writing stating the reasons why the Mentor Protégé Agreement is to be terminated. Furthermore, the dissolving party shall give the remaining party at least 30 days written notice in accordance with the provisions of the Mentor-Protégé Agreement.

Oversight and Guidance:

In order to provide opportunities for growth and to encourage hands-on business relationships, certain capital improvement projects may be designated as Mentor-Protégé Program projects. After consultation with the Department of Utilities & Engineering and other City departments where applicable, the Department of Utilities & Engineering, Compliance Division, will recommend the capital improvement projects that will be so designated. Potential Mentor-Protégé projects

will be selected on a case-by-case basis at the City's discretion, but will generally be water/sewer capital improvement projects.

Projects designated by the City, in the City's sole discretion, as Mentor-Protégé Program projects may be solicited with Invitations for Bids (IFBs) or Requests for Proposals (RFPs). The contract documents for each City opportunity identified as part of the Mentor-Protégé Program will include a project special provision entitled "Mentor-Protégé Program." Participation in the Mentor-Protégé Program may be listed as a factor in the determination of responsiveness and/or responsibility.

In addition, Mentor-Protégé teams may be required to submit a Mentor-Protégé Implementation Plan, describing the involvement of each team member for the duration of the project and the team's plans to further implement the Mentor-Protégé Business Plan.

Projects solicited with IFBs also may require a prequalification process for bidders. Participation in the Mentor-Protégé Program may be designated as an evaluative factor in the prequalification process.

Mentor-Protégé Implementation Plan:

If required by a project's solicitation documents, the Mentor-Protégé team must complete a Mentor-Protégé Implementation Plan for the project. The Mentor-Protégé Implementation Plan should address, at a minimum, the following:

- How the Mentor and the Protégé intend to work together on the designated project.
- How the goals specified in the MPP Business Plan will be implemented via work on the project.
- Proposed manpower and resources from both the Mentor and the Protégé that are required for the project.
- The amount of work to be performed by each participant of the MPP team.
- How the team will comply with the requirements of the Program for the duration of the project.

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Liability Disclaimer:

This program is designed to develop M/W/SBE firms that are capable of participating in the industry as fully independent and viable firms. The assistance provided by the Department of Utilities & Engineering, Compliance Division, and the mentors is to encourage and offer advice and opportunities to perform on projects so that the M/W/SBE firms can gain the experience necessary to grow their businesses. The success of the program is not guaranteed, but it is hoped that an opportunity will be provided for success.

Furthermore, the relationship between the Mentor and the Protégé is voluntary. Any decisions made by M/W/SBE firms will be the responsibility of the firms. The Mentor and the Protégé must agree to hold the City of Columbia, including its employees and agents, harmless from any claim, suit action, or demand of creditors, or any other person(s) arising out of the program.

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Forms:

Form 0701 Mentor-Protégé Program Guidelines

Form 0702 Mentor Application

Form 0703 Protégé Application

Form 0704 Protégé Assessment

Form 0705 Mentor-Protégé Agreement

Form 0706 Mentor-Protégé Business Plan

Form 0707 Business Plan Signature Sheet

Form 0708 Mentor-Protégé Quarterly Report

Form 0709 Mentor-Protégé Implementation Plan

Form 0710 Business Records Form

Form 100 Payment Report

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Legend

☆ WWTP

Metro WWTP Project Site



Project Location Map