

James River Project Components Summary

Project Components

Recharge Wells for James River (including 4 onsite wells and 6 offsite wells)

Pipeline that conveys water to 6 offsite wells

James River Land Acquisition

James River Advanced Nutrient Reduction Improvements

James River SWIFT Facility

Notes:

* The HRSD project and CIP number where the project component is covered

As part of the National Environmental Policy Act (NEPA) process for the WIFIA

Agency

United States Environmental Protection Agency (USEPA)

Fish and Wildlife Service, United States Department of the Interior

Virginia Department of Environmental Quality, Coastal Zone Management Act (CZMA)

Virginia Department of Historic Resources (VDHR)

Project Budget	Included in WIFIA (Y/N)
\$32,445,599	Y
This project component is included in the project budget of GN016360 James Riv	Y
\$12,530,000	Y
\$231,764,106	Y
\$270,613,184	Y

application and the review for UIC Permit application , EPA, with the help of HRSD, has consulted various Reports provided

Phase I Archaeological Survey Report of the Sustainable Water Initiative for Tomorrow Improvements to the Wetlands and Waters Delineation Report Prepared for James River HRSD SWIFT Project
Threatened and Endangered Species Letter;
Self-Certification

EIR Coordination Letter provided with CZMA consistency

Phase 1 Archaeological Survey Report of JRTP;

Phase I Report of offsite well area submitted to SHPO;

Architectural History and additional survey results to SHPO ;

EPA will consult three tribes for THPO Consultation under Section 106 of National Historic Preservation Act. Mattaponi, Chickahominy Eastern Division, and Nansemond. A meeting for THPO consultation is scheduled

Included in CWRLF (Y/N)	HRSD Project No.*
Y	GN016361
Y	GN016360
N	GN016343
Y	JR013400
Y	GN016360

Agencies and provided supporting documents.

e James River Treatment Plant;

Tribes that will be consulted are Upper
on June 3, 2021

HRSD Project Name*

James River Recharge Wells

James River SWIFT Facility

James River SWIFT Land Acquisition

James River Advanced Nutrient Reduction Improvements

James River SWIFT Facility

The agencies consulted and reports provided are listed below

James River Project Components Summary

Project Components

Recharge Wells for James River (including 3 onsite wells within HRSD existing property, 1 onsite well on the newly purchased 10-acre new land and 6 offsite wells)

Pipeline that conveys water to 6 offsite wells

James River Land Acquisition

James River Advanced Nutrient Reduction Improvements

James River SWIFT Facility

Notes:

* The HRSD project and CIP number where the project component is covered

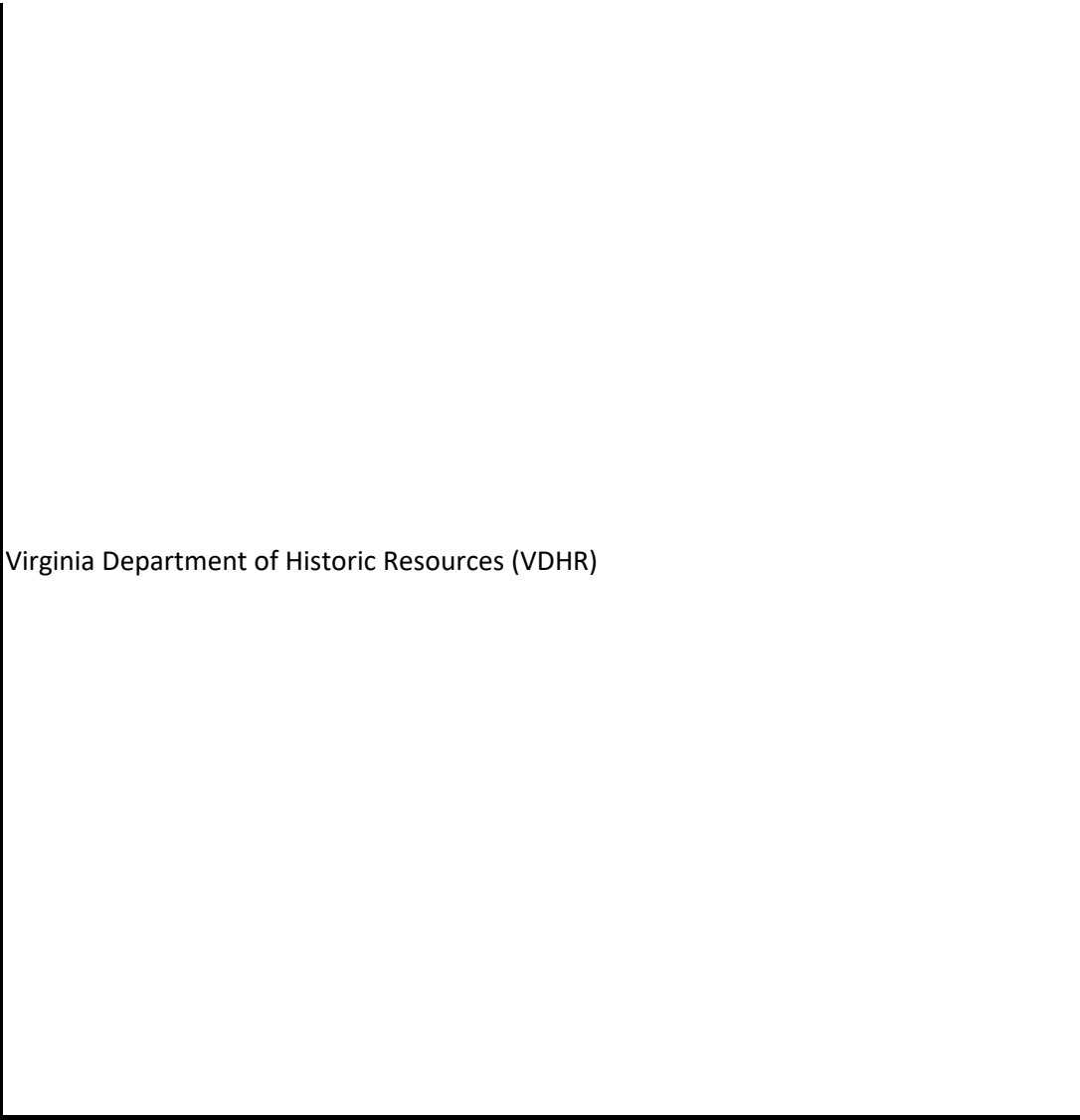
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Virginia Department of Historic Resources (VDHR)

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Threatened and Endangered Species Letter;

EIR Coordination Letter provided with CZMA consistency

Phase 1 Archaeological Survey Report of JRTP;

Phase I Archaeology Report of offsite well area submitted to SHPO;

Architectural History Letter Report and Phase I Archaeological Survey Report of JRTP -ADDENDUM

Tribal Consultation under Section 106 of National Historic Preservation Act. Tribes consulted include Upper Division, and Nansemond. Tribal consultation meeting conducted on June 3, 2021

Included in CWRLF (Y/N)	HRSD Project No.*	HRSD Project Name*
Y	GN016361	James River Recharge Wells
Y	GN016360	James River SWIFT Facility
N	GN016343	James River SWIFT Land Acquisit
Y	JR013400	James River Advanced Nutrient F
Y	GN016360	James River SWIFT Facility

and provided supporting documents. The agencies consulted and reports provided are listed below

	Project Components and Project No./Number
e James River Treatment Plant;	<p>James River SWIFT Facility (GN016360) James River Advanced Nutrient Reduction Improvements; (JR013400) Recharge Wells for James River (3 on-site wells within existing HRSD property boundary);(GN016361)</p>
	<p>James River SWIFT Facility; (GN016360) James River Advanced Nutrient Reduction Improvements; (JR013400) Recharge Wells for James River (3 on-site wells within existing HRSD property boundary);(GN016361)</p>
	<p>James River SWIFT Facility; (GN016360) James River Advanced Nutrient Reduction Improvements; (JR013400) Recharge Wells for James River (3 on-site wells within existing HRSD property boundary);(GN016361)</p>
	<p>James River SWIFT Facility; (GN016360) James River Advanced Nutrient Reduction Improvements; (JR013400) Recharge Wells for James River (3 on-site wells within existing HRSD property boundary);(GN016361)</p>

James River SWIFT Facility; (GN016360)
James River Advanced Nutrient Reduction Improvements;
(JR013400)
Recharge Wells for James River (3 on-site wells within existing
HRSD property boundary);(GN016361)

Recharge Wells for James River (6 offsite wells) (GN016361)
Pipeline that conveys water to 6 offsite wells (GN016360)

James River SWIFT Facility; (GN016360)
James River Advanced Nutrient Reduction Improvements;
(JR013400)
Recharge Wells for James River (3 on-site wells within existing
HRSD property boundary, and 1 on-site well within the newly
purchased 10-acre new land);(GN016361)

James River Land Acquisition (GN016343)

James River SWIFT Facility; (GN016360)

James River Advanced Nutrient Reduction Improvements;
(JR013400)

· Mattaponi, Chickahominy Eastern

Recharge Wells for James River (3 on-site wells within existing
HRSD property boundary, 1 on-site well within newly purchased
10-acre new land) (GN016361);

Recharge Wells for James River (6 offsite wells) (GN016361);

James River Land Acquisition (GN016343)








Pipeline that conveys water to 6 offsite wells (GN016360)

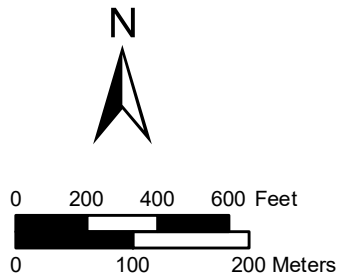


ion
Reduction Improvements



Legend

-  Previously Surveyed
-  Well House
-  Pipeline Easement
-  Temporary Construction Easement
-  Wellhouse Easement
-  Recharge Wells
-  Monitoring Wells



AECOM 12420 Milestone Center Dr.
Germantown, MD 20876

Area of Potential Effects

Source: VGIN 2020			
Project No. 60635877	Prepared by KAF	Date 04/22/21	Figure 1-2

REQUEST FOR QUALIFICATIONS

for

James River SWIFT Facility (GN016360)

and

**James River Treatment Plant Advanced Nutrient Reduction Improvements
(JR013400)**

DESIGN-BUILD PROJECT

Hampton Roads Sanitation District

1434 Air Rail Avenue

Virginia Beach, Virginia 23455

Dated: February 09, 2020

Receipt of Statement of Qualifications: March 10, 2020 at 11:00 a.m. Local Time

HRSD Contact: Shannon Rice
Engineering Department Contract Specialist
Email: srice@hrsd.com
Telephone No.: (757) 460-7005

**REQUEST FOR QUALIFICATIONS
DESIGN-BUILD PROJECT**

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ARTICLE 1 – GENERAL INFORMATION

1.01 Definitions

- A. Terms used in this Request for Qualifications (RFQ) have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms have the meanings indicated below:
1. *Builder*: A building/construction firm or entity registered as a contractor in accordance with Title 2.2, Chapter 43 of the Code of Virginia, which constructs or otherwise assists in the construction and commissioning of a specified project based on the direction of design and design-related documents through a contractually defined relationship with an owner and/or owning entity.
 2. *Contract Cost Limit (CCL)*: The price submitted by the Proposer as part of the Price Proposal Form and as further negotiated with the Owner as part of the award of the Agreement, representing the best estimate of the cost of the project as defined by the Conceptual Documents.
 3. *Designer*: An architectural/engineering design firm or entity that develops design and design-related information that is registered to practice architecture and/or engineering in the Commonwealth of Virginia and has professional architect(s) and engineer(s) registered in the Commonwealth of Virginia as key design personnel in responsible charge.
 4. *Design-Builder*: The individual or entity with which Owner has contracted for performance of the Work, as designated in the Agreement.
 5. *Proposer*: An entity that submits a Statement of Qualifications or Proposal to Owner.
 6. *RFQ Documents*: The Advertisement or Invitation, RFQ, and any forms, Project information, budget information, proposed Contract Documents, or other documents issued with or incorporated by the RFQ.
 7. *Selection Committee (Committee)*: The group of qualified HRSD staff, Consultant Engineering staff, and other stakeholders appointed by the Director of Engineering that are responsible for evaluating the Statements of Qualifications and short-listing Proposers in response to the RFQ and for evaluating and ranking Proposals in response to the Request for Proposals.
 8. *Statement of Qualifications (SOQ)*: The document submitted by a Proposer in response to the RFQ, including any completed forms, attachments, and exhibits.
- B. In addition to terms specifically defined, terms with initial capital letters in the RFQ include references to identified articles and paragraphs, and the titles of other documents or forms.

1.02 Proposer Registration

- A. All Proposers must register on Hampton Roads Sanitation District's (HRSD) Online Oracle Enterprise Resource Planning (ERP) system prior to submitting a Proposal. The following information shall be required:
1. Company (Supplier) Name.
 2. Taxpayer Identification Number.
 3. Primary Contact.
 4. Mailing Address, E-Mail Address, and Telephone Number.

5. National Institute of Governmental Purchasing (NIGP) Commodity Codes; go to <https://www.hrsd.com/engineering-task-submittals> to obtain the Engineering's Design and Construction NIGP Commodity Codes used for Solicitations.
6. Copy of most recent W-9 Form(s).
7. Other information as required.

1.03 Introduction

- A. HRSD requests SOQs from qualified Design-Builders for the design, construction, and commissioning of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project). Information to be submitted to HRSD in response to this RFQ is outlined in Article 4. Successful completion of this Project shall be in alignment with HRSD's Mission and Vision Statement, SWIFT Full Scale Implementation Program Charter, and Design-Build Project Charter. These statements are summarized as attachments in Article 7.
- B. The evaluation and selection of the Design-Builder shall be based on the evaluation plan specified in Article 4. HRSD's Procurement Policy will be followed for this selection, which provides for a process consisting of an initial RFQ, a subsequent Request for Proposal (RFP), and a Price Proposal. Any Design-Builder desiring consideration may submit a SOQ. Only Design-Builders short-listed as a result of this RFQ will be allowed to submit a Technical Proposal under the RFP and a Price Proposal.
- C. The procurement activities for HRSD are governed by the HRSD Procurement Policy as adopted by the HRSD Commission (Commission), the HRSD Enabling Act, the Virginia Public Procurement Policy Act (VPPA), and other state and federal statutes and regulations as appropriate. A copy of HRSD's Procurement Policy is available online at HRSD's website and is hereby made a part of this RFQ; go to <https://www.hrsd.com/procurement-manuals-guidelines> and select the Procurement Policy (pdf) link.
- D. The objective of this RFQ is to short-list qualified Design-Builders that will subsequently receive an RFP for submission of Technical Proposals and Price Proposals. HRSD shall select a Design-Builder on the basis of all information provided during the selection process that best serves the interest of HRSD.
- E. Proposer shall submit a SOQ online through HRSD's Online Oracle ERP system no later than 11:00 a.m. local time on March 10, 2020. Failure to submit a SOQ through HRSD's Online Oracle ERP system prior to the due date and time will be cause for rejection by HRSD.
- F. HRSD has retained AECOM Technical Services, Inc., with Hazen and Sawyer, PC as a major subconsultant, acting as HRSD's Owner's Consultant, to provide services on HRSD's behalf during the procurement, design, construction, and commissioning phases of the Project. HRSD has also retained Jacobs Engineering Group (CH2M Hill Engineer, Inc.), as HRSD's Owner's Technical Advisor, to provide specific technical guidance and professional engineering services related to the implementation of Sustainable Water Initiative for Tomorrow (SWIFT).
- G. The following entities are currently supporting HRSD in implementing SWIFT. The listed firms, organizations, and/or individuals are precluded from competing for this Project and shall not be included on the Design-Build team as either a prime or subconsultant:
 1. AECOM Technical Services, Inc.
 2. Hazen and Sawyer, PC

3. Jacobs Engineering Group (CH2M Hill Engineer, Inc.)
4. Potomac Aquifer Recharge Oversight Committee, which includes the following:
 - a. State Health Commissioner
 - b. Director of the Department of Environmental Quality
 - c. Executive Director of the Hampton Roads Planning District Commission
 - d. Co-Directors of the Potomac Aquifer Recharge Monitoring Laboratory
 - e. Director of the Occoquan Watershed Monitoring Laboratory
 - f. 2 Virginia citizens appointed by the Governor
 - g. 2 non-voting members
5. Potomac Aquifer Recharge Monitoring Laboratory
 - a. Gary Schafran, Old Dominion University (Co-Director)
 - b. Mark Widdowson, Virginia Polytechnic Institute and State University (Co-Director)
6. National Water Research Institute (NWRI)
 - a. Kevin Hardy
7. NWRI Independent Panel for HRSD's SWIFT
 - a. Glen Daigger
 - b. Diana Aga
 - c. Jeff Mosher
 - d. Tom Missimer
 - e. Mark Sobsey
 - f. Shane Trussell
 - g. Mark Widdowson
8. Old Dominion University
 - a. Gary Schafran
9. Virginia Polytechnic Institute and State University
 - a. Mark Widdowson
 - b. Amy Pruden
 - c. Zhiwu (Drew) Wang
 - d. John Novak
 - e. Kang Xia
 - f. Peter Vikesland
10. University of Michigan
 - a. Nancy Love
 - b. Krista Wigginton

- H. After procurement activities are complete and an Agreement for this Project has been executed, the Design-Builder may request in writing for approval of the participation of an individual listed in Section 1.03.G.7 in the execution of the Project. HRSD will provide a decision and requirements for participation, including the removal of the individual from their role in the advisory organization.

1.04 *Project Description*

- A. The goal of SWIFT is to support the Chesapeake Bay restoration goals by reducing surface water discharge of treated effluent; to provide a sustainable source of groundwater to the Potomac Aquifer; and to protect the aquifer by increasing the hydrostatic pressure, which has the potential to prevent saltwater intrusion and to slow, stop or reverse land subsidence related to aquifer withdrawals. The Project consisting of 2 HRSD capital projects:
 - 1. James River SWIFT Facility (GN016360) project includes design, construction, and commissioning of new facilities that will apply advanced water treatment to highly treated wastewater from the James River Treatment Plant (JRTP). The resulting SWIFT Water will meet drinking water quality standards and be compatible with the Potomac Aquifer. The proposed facility is expected to have an advanced treatment capacity of 16 million gallons per day (MGD).
 - 2. James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400) project includes the design, construction, and commissioning of improvements to the secondary treatment process at the JRTP. These advanced secondary treatment improvements, including nutrient reduction measures, will be required to provide stable source water quality that meets the influent requirements of the Full Scale SWIFT Facility at the JRTP.
- B. The Work is generally located at 111 City Farm Road, Newport News, VA, 23062.
- C. The Work to be performed under this Contract includes, but is not limited to:
 - 1. James River SWIFT Facility (GN01360) project includes the design, supply, construction, and commissioning of the following major new elements:
 - a. SWIFT Influent Equalization Tank and Pumping Station
 - b. Rapid-Mix/Flocculation/Sedimentation Facilities
 - c. Solids Handling Equipment and Piping
 - d. Ozone Generation Equipment and Reactor Facilities
 - e. Biologically Active Filter Facilities
 - f. Intermediate Pump Station
 - g. Granular Activated Carbon Contactor Facilities
 - h. Ultraviolet Disinfection System Facilities
 - i. SWIFT Water Pumping Station
 - j. SWIFT Chemical Storage and Feed Equipment Facilities
 - k. SWIFT Power Distribution Equipment and Facilities
 - l. SWIFT Distributed Control System (DCS) Programming and Equipment
 - m. Mechanical, Electrical, and Plumbing

- n. Site Work including Stormwater Management
 - o. SWIFT Water and Well Backflush Pipelines
 - p. Recharge and Monitoring Well Equipment and Facilities
2. James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400) project includes the design, supply, construction, and commissioning of the following major new elements:
- a. Administration Building
 - b. Maintenance Building
 - c. Electrical Building
 - d. Main Power Distribution Equipment and Facilities
 - e. Generator and Fuel Storage Facilities
 - f. Wastewater Chemical Storage and Feed Equipment Facilities
 - g. Integrated Fixed Film Activated Sludge (IFAS) Effluent Channel
 - h. Secondary Clarifier Equipment and Facilities
 - i. Moving Bed Bioreactor Equipment and Facilities
 - j. Equalization of Well Backflush Water
 - k. Hydraulic Connection to Existing Chlorine Contact Facilities
 - l. Main DCS Programming and Equipment
 - m. Mechanical, Electrical, and Plumbing
 - n. Site Work including Stormwater Management
 - o. The project may include demolition of the following existing facilities as needed to complete the Work:
 - 1) Main Administration Building including Incoming Power Distribution
 - 2) Bisulfite Storage Building
 - 3) Warehouse Building
 - 4) Portions of Secondary Clarifier Facilities
- D. The Design-Builder shall be aware of HRSD's intent for utilizing external funding sources in the form of grants and low-interest loans to the maximum extent possible. At a minimum, it is anticipated this project may receive both state and federal funding from the following 3 sources:
- 1. The Virginia Clean Water Revolving Loan Fund (VCWRLF)
 - 2. The Virginia Water Quality Improvement Fund (WQIF)
 - 3. U.S. Environmental Protection Agency's (USEPA) Water Infrastructure and Finance Act (WIFIA)

The Virginia Department of Environmental Quality (VADEQ) manages and administers the policy aspects of both the VCWRLF and the WQIF. Design-Builder shall be responsible for complying with both the contractual reimbursement and reporting requirements associated

with the external funding sources.

ARTICLE 2 – PRE-QUALIFICATION CONFERENCE AND SITE VISIT

2.01 *Date, Location, and Purpose of Pre-Qualification Conference*

- A. All Proposers are encouraged to attend the pre-qualification conference which will be held at HRSD North Shore Operations Center, 2389 G Avenue, Newport News, VA, 23602 on February 20, 2020 at 9:00 a.m. local time. Attendance at the pre-qualification conference shall not be mandatory for Proposers to submit a SOQ. The pre-qualification conference will include a review of the Project.

2.02 *Site Visit*

- A. No further inspections of the interior space of the existing facilities will be allowed during the SOQ stage. Design-Builders shortlisted through the RFQ process will be offered the opportunity to visit the site during the RFP process.

ARTICLE 3 – INTERPRETATIONS AND ADDENDA

3.01 *Questions*

- A. Administrative questions shall be addressed to Shannon Rice, Contract Specialist, via email at srice@hrsd.com or at (757) 460-7005.
- B. Proposers shall submit all questions about the meaning or intent of the Proposal Documents through HRSD's Online Oracle ERP system as an online discussion.
- C. No Proposer or team member is to contact other HRSD staff, Committee members, individuals and staff from firms and organizations listed in this Paragraph 1.03.G, or other involved parties without prior approval by the Committee Chair to discuss these Projects. HRSD has an expectation that each Proposer for these Projects will honor the request for no contact as stated above.

3.02 *Addenda*

- A. Addenda will be issued to clarify, correct, supplement, or change the Proposal Documents.
- B. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda via HRSD's Online Oracle ERP system and sent to all parties recorded as having received the Proposal Documents. Questions received less than 7 business days prior to the date for receipt of SOQs may not be answered.
- C. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 4 – INSTRUCTIONS TO PROPOSERS

4.01 *Preparation of Proposals*

- A. Electronic Proposals shall be submitted through HRSD's Online Oracle ERP system by an authorized representative. The online submittal certifies that the Proposer is an agent or officer authorized to bind the company to the terms and conditions of the solicitation.
 - 1. All required fields shall be completed.
- B. A Proposal by a corporation shall be submitted in the corporate name by a corporate officer or authorized agent. Owner may request evidence of authority to sign. The corporate address

and state of incorporation shall be provided.

- C. A Proposal by a partnership shall be submitted in the partnership name by a partner. Owner may request evidence of authority to sign. The official address of the partnership shall be provided.
- D. A Proposal by a limited liability company shall be submitted in the name of the firm by a member or other authorized person. Owner may request evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be provided.
- E. A Proposal by a joint venture (JV) shall be submitted by an authorized representative of each joint venturer and the joint venture must have been formally established prior to the submittal of a Proposal. Owner may request evidence of authority to sign. The official address of the joint venture shall be provided.
- F. The Proposal shall acknowledge receipt of all Addenda.
- G. The Proposal shall contain evidence of the Proposer's authority and qualification to do business in the Commonwealth of Virginia. The Virginia Registered Contractor License Number shall be provided.
- H. The Proposer organized as a stock or non-stock corporation, limited liability company, business trust, general partnership, limited partnership, or registered as a limited liability partnership (LLP) must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity in accordance with Title 13.1 and Title 50 of the Code of Virginia, or as otherwise required by law. A Proposer organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall provide the State Corporation Commission (SCC) Identification Number.
- I. Any Proposer that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include a statement describing why the Proposer is not required to be so authorized. Any Proposer described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement has been granted by the HRSD General Manager.

4.02 *Statement of Qualifications Criteria*

- A. The Proposer shall submit a SOQ online through HRSD's Online Oracle ERP system. The Proposer shall limit the SOQ to 30 pages excluding optional cover sheet, tabs, transmittal letter, and appendices as described herein. Pages in excess of those specified above will not be reviewed.
- B. The SOQ shall be segregated into 3 parts and shall provide the following specific information:
 - 1. *Part 1 – Qualifications*
 - a. *Part 1.A – Profile of Firm(s)*
 - 1) Proposed leadership structure of Designer and Builder and any parent corporation, principals in the Designer and Builder, and key Subcontractors for this Project. Indicate the legal structure of the Designer and Builder making the proposal. Describe the length of time in business, corporate structure, and names of corporate officers. Provide in Part 3 evidence of Builder's registration as a contractor in accordance with Title 2.2, Chapter 43 of the Code of Virginia.

Provide in Part 3 evidence of Designer’s professional corporate registration to practice architecture and engineering in the Commonwealth of Virginia and evidence of architect and professional engineer registration in the Commonwealth of Virginia for key design personnel.

b. Part 1.B – Organization and Personnel

- 1) Proposed team organizational chart of Design-Builder personnel and Subcontractor(s); indicating organizational report relationships in managing, designing, constructing, and commissioning the Project.
 - a) Identify the Lead Designer(s) who will provide overall management of the design and be the designer(s) of record.
 - b) Identify the Lead Constructor(s) who will provide overall management of the construction and be the constructor of record.
- 2) Highlight experience on similar projects of Design-Builder personnel and key Subcontractor(s) proposed for this Project. Include in Part 3 resumes for key personnel including project executive (or executive committee members), project manager, lead designer, project design manager, lead constructor, project construction manager, general superintendent, project quality manager, project safety representative, technical specialists, and commissioning and start-up manager.
- 3) If the Proposer is a consortium of more than one company, define each entities’ expected percentage of Work and the status of agreements in place to formalize the consortium prior to the execution of the Agreement for this Project.
- 4) If the Proposer is an LLP or JV, describe the bonding approach that will be used and the Team members who will be jointly and severally liable for the performance of the Work required for the Project.
- 5) Identify where the proposed team intends to maintain its primary project office(s), where the majority of the design work will be performed, and where the project manager will reside who will coordinate with HRSD and its representatives on a daily basis.
- 6) Identify how small, women-owned, minority-owned or service-disabled veteran owned business (SWaM) will be used in a meaningful and significant manner on this Project.
- 7) Provide a statement certifying that the Design-Builder will perform a minimum of 10 percent of the on-site construction labor with its own employees.

c. Part 1.C – Experience

- 1) Demonstrate experience of Designer, Builder, and/or Design-Builder team with design-build project delivery method on similar projects including complex nutrient removal projects, non-membrane based advanced water treatment, and vertical construction of occupied buildings at water or wastewater treatment plants completed within the last 7 years. For each project, provide the following:
 - a) Provide project description.
 - b) Provide an Owner reference and current contact information (name, title,

- phone, email, and project role).
- c) Indicate firms involved and names of the Designer's and Builder's project managers.
 - d) Indicate involvement of key team members who have been proposed for this Project.
 - e) Describe how meaningful SWaM participation was achieved.
 - f) Describe ability to work collaboratively with Owner(s) including experience with innovative approaches on similar projects, formal partnering with Owner(s) and Owner's Consultants(s), coordination with Owner's staff to address complex maintenance of plant operations plans and large-scale commissioning efforts.
 - g) Include information on successful past performance, including timeliness of project delivery, management of complex construction sequencing, ability to construct within a constrained site, quality of workmanship, cost control, and safety provisions or procedures that resulted in a safe and healthy project environment.
 - h) Provide in Part 3 OSHA 300 forms for each project for Designer and/or Builder.
- 2) Provide a list and brief description of projects where Designer and Builder have had experience working together as a Design-Builder team. In addition, provide a list and brief description of projects where Designer and Builder have had experience working together on other similar projects. Indicate on experience list which projects included the following:
- a) Responsible for programming and implementation of highly automated treatment process controls.
 - b) Obtaining multi-agency permits as well as required building and construction permits for similar facilities.
 - c) Use of Computational Fluid Dynamic (CFD) modeling to validate hydraulic design criteria.
 - d) Experience incorporating the Envision™ framework in the planning, design and delivery of sustainable and resilient infrastructure elements.
 - e) Compliance with state revolving loan fund and federal funding requirements.
 - f) Construction within the vicinity of a residential neighborhood that required implementation of "good-neighbor" efforts.
 - g) Development and implementation of a community improvement plan.

2. *Part 2 – Financial Conditions*

- a. Provide name, address and telephone number of an individual who represents each of the following and who HRSD may contact to investigate the financial responsibility of the Design-Builder:
 - 1) Surety.

- 2) Bank.
 - 3) Material or Equipment Supplier.
- b. Provide a copy of Designer's and Builder's most recent, audited, financial statement in Part 3. Financial statements submitted as part of this RFQ will not be subject to disclosure under the Virginia Freedom of Information Act (FOIA). Complete and submit the Owner provided RFQ Financial Requirements Form in Article 7 based on data included in the financial statement in Part 3.
 - c. Provide a letter in Part 3 from the Design-Builder's Surety regarding the current bonding capacity (i.e., total amount minus encumbered amount on current projects under construction) of the Design-Builder. Provide contact name and phone number for the Surety.
 - d. Provide Dunn & Bradstreet DUNS number, Employer Identification Number or other Taxpayer Identification Number for the Design-Builder.
 - e. Indicate if the Design-Builder or its officers, employees, subcontractors or agents have ever been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts as reported by the General Services Administration (GSA) in the Excluded Parties List System (EPLS).
3. *Part 3 – Appendices*
- a. Evidence of Builder's registration as a contractor in accordance with Title 2.2, Chapter 43 of the Code of Virginia.
 - b. Evidence of Designer's professional corporate registration to practice architecture and engineering in the Commonwealth of Virginia and evidence of professional architectural and engineer registration in the Commonwealth of Virginia for key design personnel.
 - c. Resumes of key personnel.
 - d. OSHA 300 forms.
 - e. Financial statements and RFQ Financial Requirements Form.
 - f. Surety letter.
 - g. Information for all formal claims made, requests for equitable adjustment submitted, arbitration, or legal actions taken by the Designer or Builder against any Owner over the past 5 years and claims and/or damages assessed by any Owner against the Designer or Builder over the past 5 years. Include name of Owner, project title, amounts of claims, disputes or liquidated damages, and final disposition with explanation, as appropriate.
 - h. Other relevant information.

4.03 *Evaluation of Statement of Qualifications*

- A. HRSD shall utilize the Committee to evaluate the SOQs and to short-list Proposers for further consideration.
- B. The Committee shall consist of 5 voting members that are qualified HRSD key project personnel appointed by the Director of Engineering including Chief of Design & Construction SWIFT, Director of Water Technology and Research, Chief of Treatment, Chief of Electrical

and Instrumentation, and Condition Assessment Manager. Four additional non-voting members of the Committee will include Chief of Process Engineering and Research, Operations Project Manager, Environmental Scientist, and HRSD Owner’s Consultant from AECOM Technical Services, Inc. Any 3 of the appointed, voting Committee members may meet and conduct all business of the Committee.

- C. The Committee shall evaluate each SOQ. The Committee may waive minor informalities in a SOQ but shall eliminate from further consideration any Proposer determined to be non-responsive or deemed not fully qualified, responsible, or suitable.
- D. Proposers shall meet the following minimum mandatory criteria:
 - 1. The SOQ shall be responsive to the requirements of the RFQ.
 - 2. The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.
 - 3. The Builder shall be registered in accordance with Title 2.2, Chapter 43 of the Code of Virginia.
 - 4. The Designer shall be a professional corporation registered under the laws of the Commonwealth of Virginia to practice architecture and/or engineering and key design personnel shall be registered as professional architects and/or engineers under the professional practice laws of the Commonwealth of Virginia.
 - 5. The Design-Builder shall perform a minimum of 10 percent of the on-site construction labor with its own employees.
 - 6. The Design-Builder shall have a current bonding capacity (i.e., total amount minus encumbered amount on current projects under construction) of at least \$310,000,000. Provide contact name and phone number for the bonding company in the SOQ.
 - 7. The Design-Builder or any of its officers, employees, subcontractors, or agents shall not be debarred, suspended, proposed for debarment, excluded, or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts as reported by GSA in the EPLS.

The Committee shall short-list Proposers for further consideration based on the SOQ submitted in response to this RFQ. The evaluation of the SOQ by the Committee members to short-list Proposers will be based on the industry experience of the Committee members and the following evaluation criteria:

<u>Evaluation Criteria for RFQ Short-List Step</u>	<u>Maximum Points</u>
1. Demonstrated experience of Designer and Builder on similar projects, including complex nutrient removal projects, non-membrane based advanced water treatment, and vertical construction of occupied buildings at water or wastewater treatment plants.	10
2. Demonstrated experience of Design-Builder personnel proposed for this Project on similar projects, with emphasis on key personnel listed in Part 1.B.2.	20
3. Leadership structure of Designer and Builder and key Subcontractors proposed for this Project and the organizational structure of the proposed team.	20

4. Demonstrated experience of Designer and Builder with the design-build project delivery method. Demonstrated record of successful past performance as a member of a Design-Builder team; including timeliness of project delivery, management of complex construction sequencing, ability to construct within a constrained site, quality of workmanship, cost control, and safety provisions or procedures that resulted in a safe and healthy project environment.	20
5. Past collaborative experience of Designer and Builder working together on successful projects.	5
6. Describe ability to work collaboratively with Owner(s) including experience with innovative approaches on similar projects, formal partnering with Owner(s) and Owner’s Consultant(s), coordination with Owner’s staff to address complex maintenance of plant operations plans and large-scale commissioning efforts. Record of formal claims made, requests for equitable adjustment submitted, arbitration, or legal actions taken by Designer or Builder against any Owner.	20
7. Financial condition of Design-Builder.	5
Total Points:	100

E. The Committee, either individually or as a group, at any point in the evaluation may contact some or all references recommended by each Proposer. The Committee may use the information gained during the reference checks in the evaluation. The Committee reserves the right to ask questions or request additional information from any Proposer.

ARTICLE 5 – REQUEST FOR PROPOSAL PROCESS

5.01 Information to be submitted by the short-listed firms will be outlined in a separate RFP to be issued at a later date to the short-listed firms only.

5.02 *Proprietary Meetings with Short-Listed Firms*

- A. All Proposers are encouraged to attend individual proprietary meetings with HRSD and its Owner’s Consultant. Each meeting would be private, in that only one Proposer would meet with HRSD at a time, and is expected to last no longer than 2 hours per Proposer. Proposers are not required to accept an invitation to the Proprietary meeting.
- B. The purpose of the Proprietary meetings is to give each Proposer, in a confidential setting, an opportunity to ask questions and discuss concerns related to the Project, details of the Project scope, and administrative procedures, and for the Proposer to discuss any proposed deviations to the RFP. The meetings are also intended to enable HRSD to express, among other things, whether the Proposer is pursuing an approach that will not meet the RFP Documents or is otherwise unacceptable to HRSD. At least 3 working days before each meeting the Proposer shall submit to HRSD in writing the names and functions of each of its attendees and the issues and questions to be discussed. No more than 5 team members may attend such meetings.
- C. The Proposer shall prepare minutes of its Proprietary meeting with HRSD and furnish in Microsoft Word format, for review and approval to HRSD within 3 business days after the meeting by 5:00 p.m. local time. HRSD reserves the right to edit and return such meeting minutes to the Proposer to reflect HRSD’s understanding of the meeting. Because of the proprietary nature of these meetings, neither the agenda nor the minutes will be subject to disclosure until after the award of the Design-Build Contract. If the meeting minutes are not

provided in accordance with the aforementioned time restriction, everything discussed at the meeting will be considered null and void and any understanding reached during the meeting will not be applicable between the parties to the meeting.

- D. While the discussions in these Proprietary meetings are intended to be confidential, nothing shall preclude HRSD from exercising any rights that it may have under the RFP, including the right to issue a clarification or revision of the RFP, or Addenda, as a result of what is discussed in such meetings.
- E. Nothing herein shall be construed to preclude HRSD from speaking with any Proposer at any time prior to the opening of the Price Proposals, and HRSD expressly reserves all such rights to do so.

5.03 *Evaluation of Technical Proposals*

- A. HRSD shall issue a separate RFP at a later date requesting a Technical Proposal from all short-listed Design-Builders.
- B. The Committee shall evaluate each Technical Proposal. The Committee may waive minor informalities in a Proposal but shall eliminate from further consideration any Proposer determined to be non-responsive or deemed not responsible.
- C. The Committee shall conduct individual discussions with short-listed Proposers that submit Technical Proposals in response to the RFP. The discussions will include an interview and may involve other discussions as required for the Committee to clarify information contained in the Technical Proposals.

5.04 *Evaluation of Price Proposals*

- A. HRSD shall issue a separate RFP at a later date requesting a Price Proposal from all short-listed Design-Builders.
- B. The Committee shall evaluate each Price Proposal which will include a Contract Cost Limit (CCL) based on information included in the RFP.

5.05 *Final Evaluation and Recommendation to Award*

- A. *Final Evaluation:* The Committee shall assign and keep confidential a ranking for each short-listed Proposer that submits Technical and Price Proposals in response to the RFP. The ranking will be based on an evaluation by the individual committee members using the SOQ submitted under the RFQ, and the Technical and Price Proposals submitted under the RFP, discussions with short-listed Proposers, and the following evaluation criteria and maximum assigned points:

<u>Evaluation Criteria for Ranking Step</u>	<u>Maximum Points</u>
Qualifications and Experience	20
Technical Proposal	40
Price Proposal	40
Total Points:	100

1. The Committee shall rank and recommend in the order of preference one or more Proposers whose proposals best serves the interest of HRSD.
2. The Committee shall submit a report to the Director of Engineering for approval documenting the final rankings.

- B. *Recommendation to Award*: The Director of Engineering shall negotiate an Agreement beginning with the Proposer ranked first. The Director of Engineering shall recommend award of an Agreement to that Proposer if a satisfactory agreement can be negotiated. Otherwise, the Director of Engineering shall formally terminate negotiations with the Proposer ranked first and shall negotiate with the Proposer ranked second, and so on, until a satisfactory agreement can be negotiated.
- C. *Award of Contract*: The Director of Engineering shall submit the negotiated Agreement to the General Manager for approval, and the General Manager shall submit the Agreement to the Commission for approval of award.
- D. *Debrief Meetings*: After the Commission has approved the award of the Agreement with the Successful Proposer, each Proposer may request a debrief meeting with the Committee Chair to discuss the reasons why the Proposer was or was not selected.
- E. *Proposal Compensation*: Proposers that are short-listed, complete the full selection process and are not selected will be provided a reimbursement of \$310,000 as partial compensation for their efforts; compensation will be paid within 30 days after the Commission approval of contract award.

ARTICLE 6 – TENTATIVE PROCUREMENT SCHEDULE

6.01 The following is a tentative schedule for key procurement milestones. HRSD reserves the right to modify this tentative schedule as needed.

- A. Pre-Qualification Conference: February 20, 2020
- B. Statement of Qualifications Due: March 10, 2020
- C. Finalize Short-List and Issue RFP: April 10, 2020
- D. Pre-Proposal Conference: April 29, 2020
- E. Proprietary Meetings: May 20, 2020
- F. Technical Proposals Due: July 30, 2020
- G. Interviews: August 19, 2020
- H. Second Proprietary Meetings: September 23, 2020
- I. Price Proposals Due: September 30, 2020
- J. Submit Recommendation to Award: October 01, 2020
- K. HRSD Commission Approval: December 15, 2020

ARTICLE 7 – ATTACHMENTS

- 7.01 Attachment 1: Commission Approval to Use Design-Build Project Delivery
- 7.02 Attachment 2: HRSD Mission and Vision Statement
- 7.03 Attachment 3: SWIFT Full Scale Implementation Program Charter
- 7.04 Attachment 4: Design-Build Project Charter
- 7.05 Attachment 5: RFQ Financial Requirements Form



COMMISSION MEETING MINUTES
June 25, 2019

9. **JAMES RIVER SWIFT FACILITY AND JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS ALTERNATIVE PROJECT DELIVERY**

Action: Approve the Design-Build project delivery method for the James River SWIFT Facility and the James River Treatment Plant Advanced Nutrient Reduction Improvements.

Moved: Willie Levenston
Seconded: Michael Glenn

Ayes: 8
Nays: 0

CIP Projects: GN016360 and JR013400

Brief: The James River SWIFT Facility project will include advanced water treatment facilities needed to produce SWIFT water at the James River Treatment Plant (JRTP). The scope includes advanced water treatment facilities, conveyance of SWIFT water to the recharge wells, and modifications to the non-potable water system. The scope does not include land acquisition, modifications to the existing outfall system or improvements to the existing wastewater treatment process to improve the quality of the secondary effluent, to be compatible with the SWIFT facilities. The scope does not include drilling of the recharge and monitoring wells. This project has an estimated total cost of \$182,000,000.

The JRTP Advanced Nutrient Reduction Improvements project will include the design and construction of improvements to the secondary treatment process at the JRTP. The scope includes equalization of primary effluent, modifications to the Integrated Fixed Film Activated Sludge (IFAS) system, increased IFAS media fill, demolition of existing secondary clarifiers (1, 2, and 3), replacement with new rectangular secondary clarifiers, conversion of clarifier 5 to a post denitrification moving bed bio-reactor (MBBR), chemical storage and feed systems, and all pumping, piping, instrumentation, and site work required. The JRTP requires significant advanced secondary treatment improvements, including nutrient reduction measures, to provide stable source water quality that meets the influent requirements of SWIFT treatment. Full scale SWIFT operation requires consistent wastewater treatment plant operation. Therefore, this project is critical for implementation of full scale SWIFT at JRTP. Design and construction of the wastewater treatment upgrade project need to be coordinated with the SWIFT facility project, due to the need for balancing treatment and hydraulic design requirements at project interfaces, coordinating the sequential timing of start-up of wastewater treatment and SWIFT treatment, coordinating use of common plant utilities, and managing use of limited open space for staging construction activities. This project has an estimated total cost of \$121,000,000.

HRSD staff and the Program Management Team evaluated the benefits and challenges of delivering the James River SWIFT Facility (GN016360) and the James River Advanced Nutrient Reduction Improvements (JR013400) projects separately or as one single contract. Due to a number of factors, including the need for balancing treatment and hydraulic design



COMMISSION MEETING MINUTES

June 25, 2019

requirements at project interfaces, coordinating the sequential timing of start-up of wastewater treatment and SWIFT treatment, coordinating use of common plant utilities, and managing use of limited open space for staging construction activities, utilizing a single contract for the delivery of both James River projects is recommended.

As a result of the commitments in the Integrated Plan to prioritize implementation of the SWIFT initiative, it is critical for HRSD to implement the SWIFT Full Scale Implementation Program projects at the JRTP in an expeditious manner to maintain the proposed financial plan. Per HRSD's Procurement Policy, the competitive sealed bid process is the preferred method of construction procurement that reflects the Design-Bid-Build project delivery method. However, this project delivery method will not meet the critical schedule requirements for implementing the James River projects.

Use of a competitive Design-Build delivery method is more advantageous than a competitive sealed bid contract. The Design-Build approach will minimize project risk and mitigate schedule risk by providing HRSD with:

- a shortened schedule by overlapping the detailed design and construction phases;
- a single point of accountability;
- the opportunity to select the best value team, considering qualifications, technical approach, and cost; and
- the greatest potential for flexibility in delivering the first full-scale SWIFT facility while leveraging the new insight gained from Research Center operation.

Staff provided a briefing for these projects and described how the work will be integrated into the larger SWIFT Full Scale Implementation Program.

<u>Schedule:</u>	Preliminary design begins	July 2019
	Preliminary design approval and begin RFQ/RFP process	February 2020
	Selection of Design-Build firm / establish CCL	October 2020
	Detailed design development/Stipulated Fixed Final Price	July 2021
	Construction Completion	September 2025

Discussion Summary: Staff explained the contract documents, including Performance Bonds, required for this delivery method are the same as the traditional design-bid-build. Well drilling is a specialty area and will be bid separately.

Attachment #4: [Presentation](#)

Public Comment: None

Attachment 2: HRSD Mission and Vision Statement



HRSD Mission:

We protect public health and the waters of Hampton Roads by treating wastewater effectively.

HRSD Vision:

Future generations will inherit clean waterways and be able to keep them clean.

Engineering Department Mission Statement:

We provide customer focused services for the planning, design, construction, and lifecycle monitoring and analysis of infrastructure assets to meet the near term needs and long term goals of the organization.

Design and Construction Mission Statement:

We manage design, construction and related services to provide high quality, economical and timely needed infrastructure

HRSD Values:

Our **Environment**: We care about our environment.

Our **Customers** and **Employees**: Our customers and employees are important to us.

Quality Service: Quality service is our standard.

Integrity: Integrity creates trust.

Personal Growth: Personal growth is the foundation for improvement.

Teamwork: Teamwork is essential for continuous improvement.

Stewardship: We are responsible for HRSD.

5 Key Strategic Focus Areas –

People, Infrastructure, Environmental Impact, Operations, Partnerships

Attachment 3: SWIFT Full Scale Implementation Program Charter

SWIFT Full Scale Implementation Program (FSIP) will implement sustainable managed aquifer recharge infrastructure by developing adaptable, innovative, and cost effective solutions through a collaborative process, while maintaining HRSD's Mission, Vision, and Values.



Attachment 4: Design-Build Project Charter

The design-build Project consisting of the *James River SWIFT Facility (GN016360)* and *James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400)* capital projects will...

... design, construct, and commission a reliable treatment plant that maximizes SWIFT Water recharge, maintains ability to discharge to surface water, is safe to operate, and respects adjacent land users.

... achieve stable recharge operation in 2025, that informs regional planning efforts and initiates contribution to regional benefits of SWIFT.

... be delivered in a manner that:

- is safe;
- maintains effective plant operations to meet permit requirements;
- meets project constraints at the lowest practical life cycle cost;
- leverages research advancements; and
- is in coordination with SWIFT Full Scale Implementation Program.



Design-Builder

**James River SWIFT Facility (GN016360) and
James River Treatment Plant Advanced Nutrient Improvements (JR013400)**

Proposers enter information in the yellow highlighted fields. Additional Comments may be entered in the pale yellow highlighted fields.

Financial Information from Proposer

Company Name of Proposer:

Proposers	0	Other Comments
Year ended		
Auditor		
Location		
Opinion	For comments	
	For comments	
	For comments	
	For comments	
	For comments	
Current assets		
Cash & cash eq		
Investments		
Receivables		
Cost & earning in excess of billings		
Other		
Current	\$ -	
Noncurrent assets		
Fixed assets, net		
Other		
L-T	\$ -	
Total assets	\$ -	
Current liabilities		
Current note payable		
Accounts Payable		
Accrued expenses		
Retentions		
Billings in excess		
Current	\$ -	
L-T liabilities		
Note payable, net		
Other		
L-T	\$ -	
Total liabilities	\$ -	
Equity		

**James River SWIFT Facility (GN016360) and
James River Treatment Plant Advanced Nutrient Improvements (JR013400)**

Proposers enter information in the yellow highlighted fields. Additional Comments may be entered in the pale yellow highlighted fields.

Financial Information from Proposer

Company Name of Proposer:

Proposers	0	Other Comments
Year ended		
Preferred		
Common		
Additional paid in capital		
Noncontrolling interests		
Retained earnings		
Unearned stock options		
Less: notes rec for stock		
Other		
Total equity	\$ -	
Total liabilities & equity	\$ -	
	\$ -	
Revenue		
Operating expenses		
Operating profit	\$ -	
G&A expense		
Interest income		
Interest expense		
Other income		
Other expense		
Income from Joint ventures		
Income before taxes	\$ -	
Income taxes		
Net income	\$ -	
Less: inc from noncont. Int.		
Net income	\$ -	
	For comments	
Current ratio	#DIV/0!	
curr assets/curr lia		
Cash Ratio	#DIV/0!	
cash+mkt sec/curr lia		

**James River SWIFT Facility (GN016360) and
James River Treatment Plant Advanced Nutrient Improvements (JR013400)**

Proposers enter information in the yellow highlighted fields. Additional Comments may be entered in the pale yellow highlighted fields.

Financial Information from Proposer

Company Name of Proposer:

Proposers	0	Other Comments
Year ended		
Debt ratio		
total debt/total assets	#DIV/0!	
Debt to equity ratio	#DIV/0!	
total debt/total equity		
Operating profit margin	#DIV/0!	
operating profit/revenue		
Cost & earning in excess of billings/ Receivables	#DIV/0!	
Cost & earning in excess of billings/ Revenue	#DIV/0!	

Request for Information 404567,1

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**
Amendment Date **10-FEB-2020 08:14:50**
Amendment Description **Updated Close Date from March 20, 2020 to March 10, 2020.**

Due Date **10-MAR-2020 11:00:00**
Time Zone **Eastern Time**

Note **The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.**

A non-mandatory pre-qualification conference will be held at the date, time, and location stated in the RFQ.

Please submit your response online only:

Organization **HRSD**
Purchaser **Rice, Shannon**
Phone **(757) 460-7005**
Email **srice@hrsd.com**

Responses shall only be accepted online through Hampton Roads Sanitation District 's (HRSD) Oracle ERP system "iSupplier Portal" by the due date and time specified. Late responses and other types of responses shall not be accepted.

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 1.3 Requirements.....3

 1.4 Attachments.....3

1 Header Information

1.1 General Information

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**
 Description **HRSD requests SOQs from qualified Design-Builders for the design, construction, and commissioning of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project). Information to be submitted to HRSD in response to this RFQ is outlined in Article 4. Successful completion of this Project shall be in alignment with HRSD's Mission and Vision Statement, SWIFT Full Scale Implementation Program Charter, and Design-Build Project Charter. These statements are summarized as attachments in Article 7.**

The evaluation and selection of the Design-Builder shall be based on the evaluation plan specified in the Request for Qualifications (RFQ) which provides for a three-step proposal submission process consisting of an initial RFQ, a subsequent Request for Proposals (RFP), and a Price Proposal.

Amendment Date **10-FEB-2020 08:14:50**
 Amendment Description **Updated Close Date from March 20, 2020 to March 10, 2020.**

Due Date **10-MAR-2020 11:00:00**
 Purchaser **Rice, Shannon**
 Email **srice@hrsd.com**

Note The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.

A non-mandatory pre-qualification conference will be held at the date, time, and location stated in the RFQ.

1.2 Terms

Ship-To Address	Design-Const SWIFT 1434 Air Rail Avenue Virginia Beach, VA 23455 United States	Bill-To Address	Accounts Payable PO BOX 5915 Virginia Beach, VA 23471-0915 United States
Payment Terms	Net 30	Carrier	Best Way
FOB	Destination	Freight Terms	No Freight Terms Apply

1.3 Requirements

General Information
By the submission of this online proposal, the Design-Builder is duly authorized to bind the company and is familiar with all requirements detailed in the Request for Qualifications
.....
Type No Response Required
Value Type Numeric Value only

1.4 Attachments

Name	Data Type	Description
JR SWIFT Facility & JRTP Advanced NRI RFQ Financial Requirements	File	
JR SWIFT Facility & JRTP Advanced NRI RFQ	File	

Name	Data Type	Description
JR SWIFT Facility & JRTP Advanced NRI Public Notice	File	

Request for Information 404567

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**
Due Date **20-MAR-2020 11:00:00**
Time Zone **Eastern Time** Event **Not Specified**

Note **The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.**

A non-mandatory pre-qualification conference will be held at the date, time, and location stated in the RFQ.

Please submit your response online only:

Organization **HRSD**
Purchaser **Rice, Shannon**
Phone **(757) 460-7005**
Email **srice@hrsd.com**

Responses shall only be accepted online through Hampton Roads Sanitation District 's (HRSD) Oracle ERP system "iSupplier Portal" by the due date and time specified. Late responses and other types of responses shall not be accepted.

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Draft

1 Header Information

1.1 General Information

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**
 Description **HRSD requests SOQs from qualified Design-Builders for the design, construction, and commissioning of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project). Information to be submitted to HRSD in response to this RFQ is outlined in Article 4. Successful completion of this Project shall be in alignment with HRSD's Mission and Vision Statement, SWIFT Full Scale Implementation Program Charter, and Design-Build Project Charter. These statements are summarized as attachments in Article 7.**

The evaluation and selection of the Design-Builder shall be based on the evaluation plan specified in the Request for Qualifications (RFQ) which provides for a three-step proposal submission process consisting of an initial RFQ, a subsequent Request for Proposals (RFP), and a Price Proposal.

Due Date **20-MAR-2020 11:00:00**
 Purchaser **Rice, Shannon**
 Email **srice@hrsd.com**
 Event **Not Specified**

Note The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.

A non-mandatory pre-qualification conference will be held at the date, time, and location stated in the RFQ.

1.2 Terms

Ship-To Address	Design-Const SWIFT 1434 Air Rail Avenue Virginia Beach, VA 23455 United States	Bill-To Address	Accounts Payable PO BOX 5915 Virginia Beach, VA 23471-0915 United States
Payment Terms	Net 30	Carrier	Best Way
FOB	Destination	Freight Terms	No Freight Terms Apply

1.3 Requirements

General Information
By the submission of this online proposal, the Design-Builder is duly authorized to bind the company and is familiar with all requirements detailed in the Request for Qualifications
.....
Type No Response Required
Value Type Numeric Value only

1.4 Attachments

Name	Data Type	Description
JR SWIFT Facility & JRTP Advanced NRI RFQ Financial Requirements	File	
JR SWIFT Facility & JRTP Advanced NRI RFQ	File	
JR SWIFT Facility & JRTP Advanced NRI Public Notice	File	

Date: February 26, 2020

AMENDMENT/ADDENDUM NO. 2
to the PROPOSAL DOCUMENTS
for the Design-Build of
JAMES RIVER SWIFT FACILITY and
JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS
CIP No. GN016360 and JR013400
City of Newport News, Virginia

To All Proposers:

The following changes, additions and/or deletions are hereby made part of the Proposal Documents for the Design-Build of the JAMES RIVER SWIFT FACILITY and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS, Newport News, Virginia, for HRSD dated February 09, 2020, as fully and completely as if the same were fully set forth therein.

CHANGES TO THE REQUEST FOR QUALIFICATIONS

- A. Section 1.02 Proposer Registration, make the following change:
1. UPDATE the first sentence in Paragraph A. to read "All Proposers must register on Hampton Roads Sanitation District's (HRSD) Online Oracle Enterprise Planning (ERP) system prior to submitting an electronic Submittal, which includes the SOQ, the Technical Proposal, and the Price Proposal."
- B. Section 4.01 Preparation of Proposals, make the following changes:
1. UPDATE Section 4.01 to read "Preparation of Submittals."
 2. UPDATE the first sentence in Paragraph A. to read "Electronic Submittals, which includes the SOQ, the Technical Proposal, and the Price Proposal, shall be submitted through HRSD's Online Oracle ERP system by an authorized representative."
 3. UPDATE the word "Proposal" in Paragraphs B., C., and D., to "Submittal".
 4. UPDATE Paragraph E. to read "A Submittal by a joint venture (JV) shall be submitted by an authorized representative of the JV. Owner may request evidence of authority to sign. The joint venturers shall provide details of their interest in the relationship and the official address of the JV, as an appendix to the Submittal. Each individual member of the JV must be registered with the State Corporation Commission in accordance with §2.2-4311.2 of the Code of Virginia."
 5. ADD Paragraph E.1. "HRSD recognizes that entities forming a JV for the Project may incur delays in securing a Federal Tax Identification Number. If the JV Federal Tax Identification Number process is pending, then the SOQ shall be submitted in ERP by an authorized representative from one of the joint venturers who meets the requirements of this Article 4."
 6. ADD Paragraph E.2. "The JV needs to be fully and properly established with a Federal Tax Identification Number prior to the issuance of the short-listed Proposers. To substantiate the establishment of the JV, provide a copy of Federal Tax Identification Number and the JV's official address via email to the Contract Specialist identified in Article 3.01.A. If the Proposer is short-listed, the Technical and Price Proposals shall be submitted by the JV in ERP."

7. ADD Paragraph E.3. "HRSD, in its sole discretion, reserves the right to determine that the information provided regarding the status of the JV is acceptable and meets the intent stated above."
 8. UPDATE the word "Proposal" in Paragraph F. to "Proposer".
 9. UPDATE the word "Proposal" in Paragraph G. to "Submittal".
- C. Section 4.02 Statement of Qualifications Criteria, make the following changes:
1. UPDATE the second sentence in Paragraph A. to read "The Proposer shall limit the SOQ to 30 pages excluding optional cover sheet, table of contents, tabs, transmittal letter, and appendices as described herein."
 2. UPDATE Paragraph B.1.b.1).b) to read "Identify the Lead Builder(s) who will provide overall management of the construction and be the builder(s) of record."
 3. DELETE "lead designer" and "lead constructor" in Paragraph B.1.b.2).
 4. UPDATE Paragraph B.1.c.1) to read "Demonstrate experience of Designer, Builder, and/or Design-Builder team with design-build project delivery method on similar projects. Similar projects shall include complex nutrient removal facilities, non-membrane based advanced water treatment facilities, vertical construction of occupied buildings at water or wastewater treatment plants, and/or a combination of such projects. Projects shall be completed within the last 7 years or are in-progress with the construction phase being greater than 75 percent complete."
 5. UPDATE the last sentence in Paragraph B.2.b. to read "Complete and provide in Part 3 the Owner provided RFQ Financial Requirements Form in Article 7 based on the data included in the financial statements in Part 3."

PROPOSERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT/ADDENDUM IN THE ONLINE SOLICITATION IN ORDER TO SUBMIT PROPOSAL. FAILURE TO ACKNOWLEDGE AMENDMENT WILL NOT ALLOW PROPOSER TO SUBMIT PROPOSAL.

Request for Information 404567,2

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**
Amendment Date **26-FEB-2020 14:22:36**
Amendment Description **Miscellaneous updates to the RFQ.**

Due Date **10-MAR-2020 11:00:00**
Time Zone **Eastern Time**

Note **The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.**

A non-mandatory pre-qualification conference will be held at the date, time, and location stated in the RFQ.

Please submit your response online only:

Organization **HRSD**
Purchaser **Rice, Shannon**
Phone **(757) 460-7005**
Email **srice@hrsd.com**

Responses shall only be accepted online through Hampton Roads Sanitation District 's (HRSD) Oracle ERP system "iSupplier Portal" by the due date and time specified. Late responses and other types of responses shall not be accepted.

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1 Header Information

1.1 General Information

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**
 Description **HRSD requests SOQs from qualified Design-Builders for the design, construction, and commissioning of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project). Information to be submitted to HRSD in response to this RFQ is outlined in Article 4. Successful completion of this Project shall be in alignment with HRSD's Mission and Vision Statement, SWIFT Full Scale Implementation Program Charter, and Design-Build Project Charter. These statements are summarized as attachments in Article 7.**

The evaluation and selection of the Design-Builder shall be based on the evaluation plan specified in the Request for Qualifications (RFQ) which provides for a three-step proposal submission process consisting of an initial RFQ, a subsequent Request for Proposals (RFP), and a Price Proposal.

Amendment Date **26-FEB-2020 14:22:36**
 Amendment Description **Miscellaneous updates to the RFQ.**

Due Date **10-MAR-2020 11:00:00**
 Purchaser **Rice, Shannon**
 Email **srice@hrsd.com**

Note The Designer and Builder shall have prior demonstrated experience with the design and construction of similar projects.

A non-mandatory pre-qualification conference will be held at the date, time, and location stated in the RFQ.

1.2 Terms

Ship-To Address	Design-Const SWIFT 1434 Air Rail Avenue Virginia Beach, VA 23455 United States	Bill-To Address	Accounts Payable PO BOX 5915 Virginia Beach, VA 23471-0915 United States
Payment Terms	Net 30	Carrier	Best Way
FOB	Destination	Freight Terms	No Freight Terms Apply

1.3 Requirements

General Information
By the submission of this online proposal, the Design-Builder is duly authorized to bind the company and is familiar with all requirements detailed in the Request for Qualifications
.....
Type No Response Required
Value Type Numeric Value only

1.4 Attachments

Name	Data Type	Description
JR SWIFT Facility & JRTP Advanced NRI RFQ Financial Requirements	File	
JR SWIFT Facility & JRTP Advanced NRI RFQ	File	

Name	Data Type	Description
JR SWIFT Facility & JRTP Advanced NRI Public Notice	File	
JR SWIFT Facility & JRTP Advanced NRI Addendum 2	File	Miscellaneous updates to the RFQ.

PROFESSIONAL SERVICES AGREEMENT

for the

PROGRAM MANAGEMENT of SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this thirty-first day of July, 2018, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM).

W I T N E S S E T H

That whereas HRSD intends to execute the Sustainable Water Initiative for Tomorrow (SWIFT) Full Scale Implementation Program that will add multiple advanced water treatment processes to select HRSD wastewater treatment facilities to produce a highly treated water (SWIFT Water) that complies with drinking water standards and is compatible with the receiving aquifer (hereinafter referred to as the PROGRAM) and desires the FIRM to provide professional services including program management, preliminary engineering report services, design services, pre-construction and procurement support services, contract administration services, field engineering and inspection services, startup and testing services, operations and training services, and post-startup and certification services for the PROGRAM;

NOW THEREFORE, HRSD and the FIRM, in consideration of these premises and mutual covenants herein set forth, mutually agree as follows:

I. SCOPE OF WORK

A. Program Management Services

1. FIRM shall provide program management services as described in the attached scope of services document, titled "SWIFT Full Scale Implementation Program Management Scope of Work – Year One (FY2019)" and dated July 19, 2018.

B. Additional Services:

1. The FIRM shall provide or have performed additional services at the written direction and approval of HRSD.

II. PROJECT STATUS REPORTING

- A. The FIRM shall provide monthly project status reporting including work completed, upcoming milestones, and other issues affecting the project quality, cost and/or schedule. The FIRM shall submit an electronic schedule to HRSD.

- B. The FIRM shall coordinate their efforts using HRSD's Enterprise Project Management System (Unifier) as appropriate for defined submittals and processes.
- C. The FIRM shall use HRSD's Online Oracle ERP system for all financial related matters including, but not limited to, consultant and contractor pay requests, engineering amendments and contractor change orders.

III. OWNERSHIP AND USE OF DOCUMENTS

- A. All of the work product including but not limited to plans, specifications, designs, drawings, estimates, field notes, investigations, design analysis, reports, studies and derivative works thereof, in any format, prepared by the FIRM in executing this PROGRAM shall remain the property of the FIRM. The FIRM permanently and irrevocably assigns to HRSD a royalty-free, nonexclusive, non-transferable license for all work products and intellectual property, as well as all derivative works thereof, which are prepared in the performance of this Agreement by the FIRM and by its subconsultants including the right to reproduce, copy, distribute and display by HRSD, at its discretion, consistent with the license granted herein. The license and all rights which inure to HRSD shall survive the termination or disengagement of either the FIRM or its subconsultants, or both, from the work, whether such termination or disengagement is voluntary or otherwise.
- B. All contracts entered into between the FIRM and its subconsultants in furtherance of the work shall incorporate the provisions of this paragraph by reference or contain a provision which permanently and irrevocably assigns to HRSD a royalty-free, nonexclusive, non-transferable license for HRSD's use, reproduction, distribution and display of all documents and intellectual property created by the FIRM and by its subconsultants for this work as well as all derivative works thereof including, but not limited to plans, specifications, designs, drawings, estimates, field notes, investigations, design analysis, reports and studies and any derivative works thereof, in any format. The FIRM shall, upon HRSD's request, submit to HRSD all contracts that the FIRM enters into with its subconsultants in furtherance of this work, or such other documents that demonstrate to HRSD's satisfaction, the FIRM's assignment to HRSD of the above license in accordance with this paragraph.
- C. In the event that a claim is made by any person, firm or entity, including the FIRM, or a subconsultant of the FIRM, against HRSD, or HRSD's officers, agents or employees for an alleged copyright infringement or unauthorized use, reproduction, distribution or display of such intellectual property or any derivative work thereof, provided such derivative works were produced by FRIM, or for the alleged violation of any common law or statutory rights with respect to such property including, without limitation, any derivative works thereof, the FIRM shall indemnify and save harmless HRSD and HRSD's officers, agents and employees from any and all claims and/or causes of action against them for damages or injury to any person or property arising out of or in connection with

HRSD's use, reproduction, distribution or display of such intellectual property contained in the FIRM's work product or any derivative works thereof, including but not limited to, reasonable attorney, consultant and expert witness fees and expenses. The FIRM also shall be affirmatively required to secure such rights or to indemnify HRSD for all costs of obtaining such rights or comparable rights in such intellectual property or comparable intellectual property. The FIRM shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the FIRM and incorporated into the work product. The FIRM shall indemnify and hold HRSD harmless from all suits or claims for infringement of any patent rights or copyrights contained in the FIRM's work product.

- D. All work product of the FIRM, whether in hard copy or in electronic form, are instruments of service for the PROGRAM, whether the PROGRAM is completed or not. HRSD acknowledges that the work product is not intended or represented to be suitable for use on the PROGRAM unless completed by the FIRM, or for use or reuse by HRSD or others on extensions of the PROGRAM, or any other project, or for any other purpose, without written verification or adaption by the FIRM which written consent shall not be unreasonable withheld. The work product provided to HRSD shall not bear a copyright seal which would preclude HRSD from licensed use of the project documents as defined herein. HRSD agrees not to reuse the work product for purposes not defined herein without the expressed written consent of the FIRM which written consent shall not be unreasonable withheld and any such use or reuse, or any modification of the work product, will be at HRSD's sole risk and without liability or legal exposure to the FIRM. Written notice will be provided by HRSD to the FIRM's Registered Agent of the intent to reuse part, or all, of the work product and the FIRM shall provide response within ten (10) days. If the FIRM or its Registered Agent does not respond within 10 days, it shall be deemed to have given consent. The FIRM's refusal shall not be unreasonable withheld without cause.
- E. Any inventions, patents, copyrights, computer software or other intellectual property developed during the course of, or as a result of, the PROGRAM shall remain the property of the FIRM. Any inventions, patents, copyrights, computer software or other intellectual property developed jointly during the course of, or as a result of, the PROGRAM shall remain the joint property of the FIRM and HRSD. All rights associated with such joint property will be negotiated at the proper time and will be subject to further or subsequent agreement.

IV. HRSD PROVIDED SERVICES

- A. HRSD shall assist and cooperate with the FIRM to perform the services in a timely and effective manner.
- B. HRSD shall provide to the FIRM full information as to the requirements of the project.

- C HRSD shall provide to the FIRM all available information pertinent to the project including previous reports and other relevant data.
- D. HRSD shall provide to the FIRM copies of all HRSD procedures, design preferences, design standards, specifications and front end documents for use in developing the construction plans and specifications and other bidding documents.
- E. HRSD shall examine all design documents including reports, studies, technical memorandum, equipment and material information, sketches, drawings, construction plans and specifications and other bidding documents presented by the FIRM within a reasonable time so as not to delay the FIRM.
- F. HRSD shall give prompt written notice to the FIRM whenever HRSD observes or otherwise becomes aware of any defect or changed circumstances in the project.
- G. HRSD shall provide certain services by other means including permit and application fees, advertisement for bids, and similar items.

V. PERIOD OF SERVICE

- A. The FIRM shall forward all submittals required for review by HRSD to be received at least fourteen (14) days prior to the respective review meeting.
- B. The FIRM shall conduct the work and complete all deliverables within the time period specified or negotiated in accordance with the proposed schedule.
- C. The FIRM shall provide contract administration through the final construction completion date and for sixty (60) days thereafter.
- D. The FIRM shall provide field engineering and inspection through the final construction completion date and for sixty (60) days thereafter.
- E. The FIRM shall suspend any or all services for reasonable periods of time as directed by HRSD without modification to the AGREEMENT for:
 - 1. Periods required in between the preliminary engineering report and the final design and/or in between the final design and construction to obtain regulatory or local jurisdiction approvals and permits including Special Use Permits.
 - 2. Periods normally required to advertise, bid, and award the construction contract.

VI. PAYMENTS TO FIRM

In consideration of agreement by the FIRM to above, HRSD agrees to pay the FIRM as

follows:

A. HRSD shall pay the FIRM for services by one of the following two methods. The method of payment shall be specified in the agreement or amendment.

1. Reimbursement based on:

a. The following salary rate schedule.

Labor Classification	Minimum	Maximum	Billing Rate
Principal	\$88.52	\$145.17	\$300.00
Subject Matter Expert/TAT	\$77.25	\$160.45	\$300.00
Program Manager	\$95.00	\$107.47	\$260.00
Delivery Managers	\$80.47	\$97.89	\$238.00
Senior Project Professional	\$53.11	\$103.47	\$223.00
Project Professional	\$37.02	\$58.20	\$158.00
Professional	\$28.97	\$38.87	\$105.00
Financial	\$24.72	\$39.14	\$105.00
Project Admin	\$17.71	\$33.75	\$90.00
Senior Technician	\$35.14	\$45.63	\$125.00
Technician	\$20.92	\$34.35	\$90.00

All Principals and Subject Matter Experts will be billed at a direct salary multiplier of 2.75 or \$300 per hour, whichever is lower. Program Management services will be billed at a direct salary multiplier of 2.75 or \$275 per hour, whichever is lower. Technical Design services will be billed at a direct salary multiplier of 3.0, subject to the same billing cap rates.

b. Outside Services, excluding those provided by Hazen and Sawyer, plus a markup of a maximum ten percent (10%).

c. Direct costs excluded from the labor rate multiplier include transportation, meals, lodging, shipping, equipment, and supplies.

2. Negotiated Lump Sum amount.

B. HRSD and FIRM shall negotiate an equitable adjustment for the compensation listed in Section VI.A.1.a. on an annual basis.

C. Payment requests from the FIRM for services rendered and reimbursable expenses incurred on Task Orders completed during the month shall be submitted to HRSD no more than monthly. One copy of the payment request is to be submitted along with the completed and updated diversity statement. Approved invoices will be paid within thirty days of submittal.

- D. All reimbursable direct costs shall be limited to those amounts listed in *HRSD Guidelines for Reimbursable Charges Related to Professional and Non-Professional Services*. Costs exceeding the limits described in this document will only be paid if acceptable documentation is provided with the invoice.
- E. For the work described in Paragraph I.A.1. (Program Management Services – FY 2019), compensation will in accordance with the rate schedule in Paragraph VI.A.1.a. with a Maximum Authorization of \$5,264,440.
- F. For the work described in Paragraph I.B. (Additional Services), compensation will be as authorized in writing by HRSD.

VII. PERSONNEL AND FACILITIES

- A. The FIRM represents that it possesses the appropriate licenses required to provide Professional Services in the Commonwealth of Virginia and meets all requirements of the Virginia Department of Professional and Occupational Regulation (DPOR), including a valid certificate of authority. The FIRM shall have a valid Business Entity Branch Office Certificate authorized by the Virginia State Corporation Commission and DPOR.
- B. The FIRM represents that it has a duly qualified Professional Engineer or Architect providing direct control and personal supervision over the work.
- C. The FIRM represents that it has adequate personnel and facilities necessary to accomplish the work within the required times.

VIII. AUTHORIZED REPRESENTATIVE

- A. HRSD authorizes its Director of Engineering or Chief of Design & Construction to give directions to the FIRM.
- B. The FIRM shall identify to HRSD the person(s) authorized to receive direction from HRSD and to act on behalf of the FIRM.

IX. MODIFICATIONS

- A. HRSD may at any time by written order make changes within the general scope of this AGREEMENT in the services or work to be performed.
- B. The FIRM shall not be authorized to do any extra work or to increase or diminish the work specified to be done unless he/she shall receive an amendment to this AGREEMENT properly signed by both parties, and that he/she shall, whenever and by whomsoever ordered to increase or diminish the work, secure an amendment to this AGREEMENT, in writing, properly signed by both parties. Failure on the part of the FIRM to obtain an amendment to this AGREEMENT on account of such increase or diminution of the work shall constitute a waiver of all

subsequent claims therefor.

X. SUSPENSION OF WORK

- A. HRSD may order the FIRM in writing to suspend, delay or interrupt all or any part of the work for such period of time as HRSD may determine to be appropriate for its convenience.

XI. ACCOUNTING SYSTEM

- A. The FIRM shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. This system will provide for the identification, accumulation and segregation of allowable and unallowable project costs among projects. The FIRM must propose and account for costs in a matter consistent with normal accounting procedures.

XII. INSURANCE

- A. The FIRM shall secure and maintain the following insurance policies:
1. Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of \$100,000/\$500,000/\$100,000. A waiver of subrogation shall apply in favor of HRSD.
 2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy shall provide premises and products liability as well as blanket contractual liability. The policy shall name HRSD as an additional insured for both ongoing and completed operations and shall include a waiver of subrogation in favor of HRSD.
 3. Commercial Automobile Insurance with \$1,000,000 combined single limits per accident.
 4. Professional Liability/Errors and Omissions coverage with limits of \$10,000,000 per claim and \$10,000,000 annual aggregate. Such coverage shall be maintained for a minimum of three years after professional services are completed.
- B. Certificates of insurance shall be provided to HRSD within ten days of the execution of this AGREEMENT.

XIII. STANDARD OF CARE

- A. The FIRM is not a guarantor of the services provided for herein but shall be held to the standard of care imposed upon professional services firms under the laws of

the Commonwealth of Virginia.

- B. The FIRM is not responsible for the means, methods, techniques, sequences, or procedures of construction employed by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. Also the FIRM shall not be responsible for the negligent acts or omissions of the CONTRACTOR during the construction of the facilities.
- C. The FIRM, its employees and all subconsultants shall not engage in any activity that would be considered a conflict of interest. Conflicts of interest are defined in the Commonwealth of Virginia APELSCIDLA Board of Regulations. All potential conflicts of interest shall be fully disclosed to HRSD and shall be agreed to in writing by all interested parties before the activity or issue may commence.

XIV. TERMINATION OF AGREEMENT

- A. HRSD may terminate this AGREEMENT at any time by giving the FIRM ten (10) days written notice of such termination. Such notice shall be made either personally at one of the offices of the FIRM or sent by certified mail, return receipt requested, to the principal office of the FIRM. The FIRM may terminate this AGREEMENT upon ten (10) days written notice if HRSD does not pay the FIRM's invoices rendered for a period of sixty (60) days or if HRSD otherwise substantially fails to fulfill its obligations under this AGREEMENT.
- B. In the event that the AGREEMENT is terminated by either HRSD or the FIRM, the FIRM shall be compensated for all services performed to the date of termination including reimbursable expenses then due. In no case shall billings exceed the limits established.
- C. If AGREEMENT is to be terminated for cause, FIRM shall be provided a written Notice to Cure affording it ten (10) days to address any alleged deficiencies specified in the Notice prior to commencing with termination process.

XV. ASSIGNMENT OF AGREEMENT

- A. HRSD and the FIRM bind themselves and their successors, administrators and assigns to the other party of this AGREEMENT and to the successors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT, except as above, neither HRSD nor the FIRM shall assign, sublet or transfer their interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

XVI. NON-DISCRIMINATION

- A. The FIRM shall not discriminate against an employee or applicant for employment on the basis of race, religion, color, sex, national origin, age,

disability or any other basis prohibited by law relating to discrimination in employment. Further, the FIRM shall not (i) discriminate against a faith-based organization on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except, in accord with Virginia Code §2.2-4343.1(F), that no funds shall be expended on contracts for sectarian worship, instruction, or proselytizing, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services or disbursements. The FIRM shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The FIRM shall state that the FIRM is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the FIRM. Notices, advertisements and solicitations placed in accordance with federal law, rules and regulations shall be deemed sufficient for the purpose of meeting the purpose of this section. The FIRM shall include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

XVII. FORCE MAJEURE

- A. It is mutually understood and agreed that neither party hereto shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, floods, acts of God, legal acts of public authorities, or delays or defaults caused by public carriers that cannot reasonably be forecast or provided against.

XVIII. LIMITATIONS

- A. Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for consequential damages, that may result from this Agreement, or out of any goods or services furnished hereunder. The total aggregate liability of FIRM to HRSD for all claims, losses, costs or damages whatsoever arising out of the performance or non-intentional breach of this Agreement shall not exceed the greater of one-hundred percent (100%) of the compensation paid to FIRM under this Agreement or \$10,000,000.

The agreement and all subsequent amendments to the agreement will be approved and executed using HRSD's Enterprise Resource Planning (ERP) system. Physical signatures (on this agreement and future amendments) will not be required if acknowledged by FIRM through the ERP system.



SWIFT Full Scale Implementation Program Management

Scope of Work – Year One (FY 2019)

Prepared by
AECOM+HAZEN

July 19, 2018

SWIFT Program Management

Task 1. Program Administration Scope of Work

Task 2. Schedule and Cost Management Scope of Work

Task 3. Quality Management Scope of Work

Task 4. Additional Services

Program Management

Scope of Work

HAMPTON ROADS SANITATION DISTRICT
SWIFT FULL-SCALE IMPLEMENTATION PROGRAM MANAGEMENT
SCOPE OF WORK – YEAR ONE (FY 2019)

Task 1 Program Administration

1.1 Program Administration

FIRM shall provide Program Management services that align to HRSD organizational goals and are required for the planning, implementation and completion of full scale SWIFT facilities designated by HRSD under the SWIFT Full Scale Implementation Program (FSIP), collectively referred to herein as “the Program”.

A. Program Administration shall include the following activities:

1. Direct and coordinate all efforts of the Program Management team as approved by HRSD.
2. Manage the performance of the FIRM against the approved Scope of Work, contract schedule and budget.
3. Coordinate activities between HRSD, the FIRM, and other consultants that are currently interfacing with the Program.
4. Confirm staffing levels are consistent with the staffing requirements identified and approved during the negotiations of this Agreement.
5. Provide the necessary program and project management staffing to support design development and preparation of bridging documents.
6. Conduct monthly progress meetings with appropriate HRSD personnel and provide daily coordination with other department personnel as needed.
7. Submit monthly reports to HRSD summarizing conditions affecting the Program elements according to format required by Section XIV of the HRSD Design & Construction Standards. The FIRM shall conduct monthly meetings with the HRSD Chief of Design & Construction – SWIFT and other key stakeholders to discuss the current status as reported.
8. Submit monthly work confirmations to HRSD in a timely manner through ERP. Monthly reports as described previously must be attached to the appropriate work confirmation.
9. Coordinate reviews with HRSD staff and manage FIRM’s deliverable distribution and comment resolution for all program deliverables.
10. Work with HRSD to develop Chartering agenda and contact invitees to solicit initial input on goals, success metrics. FIRM shall conduct a 1.5 to 2-day facilitated **Chartering/Partnering Workshop** concluding with an executed project charter.
11. Defining success for the overall SWIFT FSIP initiative will be led by HRSD and will include knowledge, goal transfer and definition of HRSD strategic initiatives to the FIRM via a formal **“On-Boarding Workshop”** and shall include on-going, informal interactions.

HAMPTON ROADS SANITATION DISTRICT
SWIFT FULL-SCALE IMPLEMENTATION PROGRAM MANAGEMENT
SCOPE OF WORK – YEAR ONE (FY 2019)

12. FIRM will conduct a program level **Commissioning Requirements Workshop** to define bridging document requirements that reflect training requirements, demonstration periods, field testing, asset integration and operational integration plans.
- B. FIRM shall mobilize a SWIFT FSIP Program Management Office (PMO) in AECOM's Norfolk office with space and infrastructure to support staff from HRSD and the FIRM to facilitate program delivery. Mobilization of the PMO includes phone and internet access and provision for facilities, including program offices, office equipment, services, and supplies needed for complete performance of this Agreement. The task also includes up to three **Data Management Workshops** to develop the operating space needs of the PMO and assess compatibility with HRSD IT requirements.
- C. FIRM shall organize and conduct a **Kickoff Workshop** with HRSD within 5 days of NTP for introductions of key staff and their roles and responsibilities, review the approved scope of work, and discuss initial communications between FIRM and HRSD.
- D. FIRM shall be responsible for organizing and chairing special meetings, workshops and presentations as needed to manage the Program with HRSD and other HRSD subconsultants. FIRM shall:
1. Provide objectives for the meeting when the meeting is scheduled;
 2. Provide an agenda, prior to the meeting;
 3. Capture a summary of the discussion during the meeting and distribute to the attendees for comments;
 4. Finalize and distribute minutes for all formal meetings, workshops and presentations. Minutes shall include Action Items with assignments.
- E. FIRM shall participate in SWIFT QST as requested by HRSD.
- F. FIRM shall prepare and manage a FIRM Safety Plan and oversee compliance with Program Safety Requirements as defined by the PMP and SWIFT consultant and contractors. FIRM shall report safety performance metrics and issues as part of the SWIFT Status Reports.

1.2 Community Benefits Plan

- A. The FIRM shall develop a Community Benefits Plan (CBP) that shall be submitted to and approved by HRSD. FIRM shall report on status of CBP as part of the monthly progress report based on mutually agreed to reporting metrics.
- B. The FIRM shall allocate 100 hours of time for supporting HRSD-lead community based events.
- C. The FIRM shall make its staff available for HRSD training prior to supporting HRSD-lead community based events.

1.3 Program Management Plan and Program Procedures

A. The FIRM shall develop a programmatic framework for repeatable, sustained and success in project delivery. FIRM shall work with HRSD to develop a SWIFT FSIP Program Management Plan (PMP) and supporting procedures that define best practice processes for controlling, managing, and reporting the projects and the Program. The PMP shall incorporate relevant HRSD procedures and provide recommendations for revising or enhancing existing procedures to optimize program management and delivery. Potential sections of the PMP include:

- Program Description and Program Team Mission
- Organization and Governance
- Communications Management
- Document Management
- Schedule and Budget Management
- Change Management
- Quality Management
- Risk Management
- Engineering and Design
- Procurement and Contracts Management
- Permitting and Regulatory Compliance Management
- Environmental Health & Safety
- Public Information and Stakeholder Management
- Construction Management
- Program Design Manual
- Asset Management

B. FIRM shall conduct a **SWIFT Governance Workshop** with HRSD to discuss overall delivery approach, discussion of SWIFT standards, the purpose of the PMP, the scope of the PMP, and the development process, schedule and collaboration requirements with HRSD.

C. After collection and review of relevant HRSD standards, procedures and form templates, the FIRM team shall draft the PMP and conduct reviews with HRSD designated staff and finalize the PMP for HRSD approval. PMP shall be submitted to SWIFT QST for review and approval. Delivery shall be coordinated with monthly SWIFT QST schedule.

D. FIRM shall provide draft procedures and/or revisions to existing procedures as required to support execution of the PMP for review and approval by HRSD.

HAMPTON ROADS SANITATION DISTRICT
SWIFT FULL-SCALE IMPLEMENTATION PROGRAM MANAGEMENT
SCOPE OF WORK – YEAR ONE (FY 2019)

- E. Sustainability and Envision Approach: The FIRM will collaborate with HRSD to develop Envision-based sustainability standards for the Program including the following:
1. Prepare and conduct a **SWIFT Program Sustainability Approach Workshop**. The Workshop will be conducted with various stakeholders throughout HRSD, including the sustainability group to gain consensus on over-arching SWIFT Program sustainability goals across all HRSD work groups. The Envision Sustainable Infrastructure Rating System (version 3) will be the basis of the workshop discussion agenda.
 2. Prepare a memorandum documenting the sustainability vision and goals developed during the SWIFT Program Sustainability Approach Workshop.
- F. FIRM shall facilitate and lead a **FSIP Procurement Strategy Meeting** to define pre-procurement options, opportunities, benefits and risks associated with the programmatic equipment pre-purchasing in addition to developing a project specific framework/strategy.

1.4 Program Management Information System

FIRM shall support enhancements to Unifier, which shall be carried out by HRSD and its Unifier consultant, as the PMIS for SWIFT FSIP.

- A. The initial activity shall be a review of current usage and functionality of Unifier and the HRSD – Capabilities Assessment & Unifier Healthcheck, dated January 24, 2018.
- B. Based on the program management processes defined in Subtask 1.03, FIRM shall work with HRSD and the Unifier consultant to finalize the scope of functional requirements for enhancements to be developed by the Unifier consultant. If requested by HRSD (additional service) and in conjunction with HRSD's Unifier consultant, FIRM will provide an evaluation of alternative PMIS systems for consideration.
- C. The FIRM shall conduct a review of HRSD's ERP and provide recommendations for functional integration with Unifier for SWIFT FSIP for review and discussion with HRSD and the Unifier consultant. The review shall be integrated with developing functional recommendations for enhancements to Unifier.
- D. FIRM shall work with HRSD to define the required asset management requirements for SWIFT FSIP, review the current asset management practices and system and provide recommendations for enhancements. FIRM shall conduct an **Asset Management Workshop** with HRSD to review HRSD Asset Management Standards, discuss asset inventory, and BIM CMMS coordination. This effort shall be integrated with developing functional recommendations for enhancements to Unifier.
- E. FIRM shall support HRSD and the Unifier consultant on the development of the Unifier consultant's work plan for Unifier enhancements and integrations, participate in configuration requirements workshops conducted by the Unifier consultant, and participate in User Acceptance Testing.

1.5 Document Control

FIRM shall implement a document management system that shall capture, manage, store, preserve, and deliver content and documents related to the Program.

The document control strategy will be developed with a data migration strategy to facilitate data migration from the interim to the ultimate PMIS repository.

The document control components/strategy shall be reviewed and approved by HRSD for both interim and long-term measures and shall consist of the following:

A. Interim Document Management System

FIRM shall develop recommendations for setting up the initial Program file structure in Unifier to enable early capture and management of Program documents for HRSD. This file structure shall be reviewed and updated as needed when the SWIFT document management plan in the PMP is finalized.

B. Communication Protocols

The FIRM recognizes communication protocols shall need to be developed on three (3) levels: Internally among Program Personnel, Program wide between the FIRM and HRSD, and Public Outreach communications.

A. Internal Program Communication Protocols:

1. A Communication Approval Matrix, provided to all Program personnel, shall be developed that shall identify the document type, purpose, recipient, originator, reviewer and signatory authority. This matrix shall ensure consistent communications from the Program have undergone the appropriate level of review.

B. HRSD and Program Communication Protocols

1. A Communication Matrix shall be developed with HRSD staff that shall provide the communication plan between HRSD and the FIRM.

C. FIRM shall work with HRSD to define the requirements for developing and maintaining a Program Calendar visible to Program staff HRSD/FIRM/Others. The system or tool to be used shall be determined in conjunction with HRSD's evaluation of Unifier by others. This work does not include software development and/or configuration.

D. Key Performance Indicators

The FIRM shall identify with HRSD metrics to allow HRSD to evaluate the Program and project status related to Key Performance Indicators (KPIs). KPIs for the Program and projects shall be established in a **FSIP KPI Workshop** with HRSD in conjunction with the development of the PMP in Subtask 1.3. FIRM shall work with HRSD to determine the best medium for reporting KPIs in conjunction with the evaluation of Unifier.

Examples of KPIs may include:

1. Comparison of Program Budget vs. Actuals
2. Program Schedule Completion Planned vs. Actual (Schedule variance)
3. Procurement Schedules Planned vs. Actual
4. Project Costs Estimates vs. Bids

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5. Project Costs Budget vs. Actuals
6. Project Schedule Completion Planned vs. Actual (Schedule variance)
7. Number of local contractors and goods and services suppliers participating
8. Percentage of bids submitted by local contractors

E. Document Control Support

FIRM shall manage Program documents to ensure timely capture and storage of program reports, plans, and other documents. This support shall include the maintenance of the interim document management system and updates and changes as required.

1.6 Permitting and Regulatory Approval

FIRM shall prepare for and lead a program level **SWIFT FSIP Permitting Workshop**. The focus of the workshop shall be to identify and document permits required for the Program and assign “owners” of managing the permitting approach in accordance with the PMP. This workshop shall identify critical permitting efforts required prior to beginning design efforts on any specific treatment plant SWIFT facilities.

The outcome of the workshop will be a SWIFT FSIP Permitting Approach Plan to document the strategy to successfully navigate the permitting process required for the SWIFT FSIP.

1.7 Risk Management

- A. FIRM shall develop and implement a systematic SWIFT FSIP risk management program and manage risks by providing a process for identifying, assessing, and responding to risks throughout all phases of SWIFT implementation. The process and procedures shall be defined in Subtask 1.3 as a section of the PMP and presented to and reviewed with SWIFT QST. FIRM shall prepare a risk register that identifies program risks, assigns a probability factor consequence factor for each risk, performs a quantitative analysis to assign risk impacts, defines treatments for managing the risks, and identifies and assigns risk treatment actions. Potential risks shall include those relative to other HRSD projects that may impact the Program.
- B. The risk register shall be initially developed through a **Risk Management Workshop** and updated by workshop after 6 months. FIRM shall manage and maintain the risk register and update and report on the status of the risks and treatment actions each month.

1.8 Workshops and Deliverables

A. Workshops

Chartering/Partnering Workshop
Data Management Workshops
Kickoff Workshop
SWIFT Governance Workshop
SWIFT Program Sustainability Approach Workshop
Asset Management Workshop
FSIP KPI Workshop
Risk Management Workshop
SWIFT FSIP Permitting Workshop
On-Boarding Workshop
Commissioning Requirements Workshop
FSIP Procurement Strategy Meeting

B. Deliverables

Program Charter
Community Benefits Plan
SWIFT FSIP Monthly Status Reports
AECOM Safety Plan
AECOM contract status reports
Draft and Final PMP
Draft and Final Program Procedures
Unifier Functional Requirements
ERP Integration Requirements
Asset Management Requirements for SWIFT
Communications Approval Matrix
Communications Matrix
Public Outreach Plan
Program KPIs
Risk Register and updates
SWIFT FSIP Permitting Approach Plan

Task 2 Schedule and Cost Management

2.1 Develop SWIFT Program Schedule and Budget

The FIRM shall develop and implement a systematic SWIFT program controls system to facilitate regular monitoring and reporting of program parameters, including schedule and cost, the reporting of variances, and the implementation of corrective actions.

- A. FIRM shall validate and verify class 4 project estimates prepared by Jacobs. FIRM shall assess whether the cost estimating approach is reasonable and addresses complete project costs. FIRM shall evaluate the approach to soft costs, contingencies and escalation and that this approach has been consistently applied to all project estimates.
- B. FIRM shall develop the Program Work Breakdown Structure (WBS) and a Master Program Schedule for all proposed full-scale SWIFT facilities and provide a structure for program, project tasks, activities, scopes of work and budgets. FIRM shall conduct a **FSIP Schedule Validation Workshop** to discuss pre-PER steps to implement SWIFT at all locations (i.e. Lambert's Point investigations, Boat Harbor wastewater transfer options, etc.).
- C. FIRM shall develop the Master Program Budget and shall monitor, report and update impacts on overall SWIFT FSIP program.
- D. The FIRM shall develop the Baseline Program Schedule, Budget and Cashflow based on the final Bridging Documents for Williamsburg TP. FIRM shall finalize the method to estimate durations for planning, design, permitting, real estate acquisition, contractor procurement, construction and start-up of projects. The Master Program Schedule, Budget and Cashflow shall define the work of the Program, its total cost and expected cash flow.
- E. Details of specific full-scale SWIFT facilities will be incorporated and reflected in the Program Budget and Master Schedule as details develop from the 30% BODR.

2.2 Maintain Program Schedule and Budget

FIRM shall maintain and update the Master Program Schedule and Master Program Budget status of active projects and program activities on a monthly basis. The FIRM shall track and analyze variances from the baseline schedule and budget for monthly status reporting.

2.3 Support for Annual CIP Development

FIRM shall provide data to Chief of Design & Construction – SWIFT as required for input into Hyperion for FSIP related CIP projects for development of FY2020 CIP, including but not limited to schedule, budget, cost and risk.

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Prepare SWIFT FSIP Capital Improvement Program (CIP) Schedule Development,
Monitoring and Updates

2.4 Workshops and Deliverables

A. Workshops

FSIP Schedule Validation Workshop

B. Deliverables

Project Cost Estimate Technical Memorandum
WBS

Master Program Schedule

Master Program Budget and Cashflow

Task 3 Quality Management

3.1 Quality Control Program

The FIRM shall be responsible for the quality control of its deliverables. The FIRM shall implement a quality control program (Quality Plan) that shall ensure quality standards are a component of the deliverable review process. HRSD Design and Construction Standards will be incorporated as applicable in addition to Program specific standards. Quality Plan will be provided to HRSD for review and comment.

The Quality Plan shall establish clear lines of QA/QC responsibility for HRSD and the FIRM.

3.2 Quality Assurance

FIRM shall provide QA and review for each project/contract for SWIFT. This shall include verifying compliance with the requirements of the scopes of work and SWIFT FSIP quality requirements as defined in the PMP, quality audits, and managing and conducting the review of deliverables.

3.3 Workshops and Deliverables

A. Workshops

None

B. Deliverables

AECOM Quality Plan

Deliverable review comments

Quality Audit Reports

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Task 4 Additional Services

A. Additional Program Management services may be required that are not currently scoped to the level of detail required to define an associated cost. Therefore an annual budget is provided to allow for these additional services to be executed, if required. These Program Management Additional Services shall be provided only on an as-authorized basis. Requests shall be made by the FIRM for authorization of Additional Services. Requests shall define the objective, proposed staffing, schedule, duration, deliverable(s), and cost in accordance with the pre-approved rate tables. The authorization request must be submitted sufficiently in advance of the contemplated start date needed for proposed services to allow HRSD's Chief of Design & Construction – SWIFT to have adequate time for assessment without causing interruption or disruption of services required under this Agreement. The authorization shall be obtained in writing from the Chief of Design & Construction - SWIFT or other designee authorized by the Contracting Officer.

1. Additional scope related work may include but is not limited to:
 - a. Land acquisition assistance
 - b. Public communications/outreach beyond Community Benefits Plan support
 - c. Federal funding - grant assistance
 - d. Value Engineering Studies
 - e. Dashboards or other custom IT components
 - f. IT set-up for Project Management Office
 - g. Additional P6 seat licenses (base scope includes two seat licenses and network hosting fees)
 - h. Federal and state regulatory support (not detailed in the scope of services)
 - i. Planning support for future SWIFT facilities (not including WBTP which are included in a separate Contract)
 - j. Geotechnical Investigations for Site Investigations of SWIFT facilities (not including WBTP which are included in a separate Contract)
 - k. Surveying for Land Acquisition of SWIFT facilities (not including WBTP which are included in a separate Contract)
 - l. Equipment pre-procurement outside of initial workshop
 - m. Involvement in the development of Program Benefits
 - n. Tasks associated with water quality influent requirements (e.g. upstream wastewater conditioning)
 - o. Carbon regeneration strategy for FSIP
 - p. Other services not specifically identified, but requested by HRSD.

Hartman, Tricia

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Monday, August 20, 2018 3:56 PM
To: Hartman, Tricia
Subject: RE: Program Management of SWIFT Full Scale Implementation

Tricia – I've reviewed both the Professional Services Agreement and Amendment No.1 for the Williamsburg SWIFT facility and both are ready to go. Thanks again.

-bo

From: Hartman, Tricia <THARTMAN@HRSD.COM>
Sent: Monday, August 20, 2018 12:03 PM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Subject: RE: Program Management of SWIFT Full Scale Implementation

I have revised the payment section in the Professional Services Agreement and incorporated your hourly rate schedule. Please review and let me know if it is satisfactory. I also need confirmation on Amendment No. 1 for the Williamsburg SWIFT Facility so I can issue the PO in ERP.

Tricia

From: Bodniewicz, Bohdan [<mailto:Bohdan.Bodniewicz@aecom.com>]
Sent: Wednesday, August 15, 2018 5:21 PM
To: Hartman, Tricia
Cc: Zuravnsky, Lauren
Subject: RE: Program Management of SWIFT Full Scale Implementation

Thanks Tricia –

We did a quick review and have no comments on the scope. We do note that the contract document do not indicated how the fee for Program Management services will be reimbursed. I'm standing next to Lauren and suggested inserting language that reimbursement will be in accordance with our rate sheet and then have the rate sheet attached.

Beyond that we are good to go. Thanks again for your efforts!

-bo

From: Hartman, Tricia <THARTMAN@HRSD.COM>
Sent: Wednesday, August 15, 2018 1:55 PM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Cc: Zuravnsky, Lauren <LZuravnsky@hrsd.com>
Subject: Program Management of SWIFT Full Scale Implementation

Forwarded for your review is the proposed Professional Services Agreement and Amendment No. 1 for the above referenced project approved by the Commission on July 31, 2018. Please review and let me know via e-mail whether the contracts are satisfactory as written. I will finalize the process in ERP and issue a purchase order for the work.

Also attached is the ranking summary of the firms for this project.

Please contact me if you have questions or need to discuss the proposed Professional Services Agreement or Amendment.

Tricia Hartman | HRSD Contract Specialist

1434 Air Rail Avenue | Virginia Beach, VA 23455 | Office: 757.460.7010 | Mobile: 757.353.5547

thartman@hrsd.com | www.hrsd.com

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 2

for the

PROGRAM MANAGEMENT of SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this twenty-third day of July, 2019, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Paragraph I. SCOPE OF WORK, add the following:

D. James River SWIFT Facility (GN016360):

1. The FIRM shall provide Design Services including developing the Bridging Documents, Project Management Services, and Additional Services as described in the attached scope of services document, titled “James River Treatment Plant SWIFT – Design Services Scope of Work” dated July 12, 2019.

Item 2. Paragraph VI. PAYMENTS TO FIRM, add the following:

H. For the work described in Paragraph I.D.I (James River SWIFT Facility), the Lump Sum of \$3,390,775 for Design Services.

I. For the work described in Paragraph I.D.I (James River SWIFT Facility), a Maximum Authorization of \$464,919 based on Time and Materials for Program Management.

J. For Additional Services authorized by HRSD for the James River SWIFT Facility, a Maximum Authorization of \$372,985.

This amendment will be approved and executed using HRSD’s Enterprise Resource Planning (ERP) system. Physical signatures will not be required if acknowledged by FIRM through the ERP system.



James River Treatment Plant - SWIFT

GN016360.1 Design Services

Scope of Work

Prepared by
AECOM+HAZEN

July 12, 2019

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

James River Treatment Plant - SWIFT
GN016360.1 Design Services

Task 1 - Design Services Scope of Work

Task 2 – Project Management

Task 3 – Additional Services

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

Task 1

**James River Treatment Plant SWIFT
Design Services**

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

Task 1 Design Services

1.1 James River Treatment Plant SWIFT Design Services

A. The FIRM shall provide design development services required for the planning, design, implementation and procurement of the James River Treatment Plant (JRTP) SWIFT Advanced Water Treatment (AWT) facilities resulting in the development of Bridging Documents. The design concepts developed from the Williamsburg Treatment Plant (WBTP) SWIFT facility will be utilized for developing the JRTP Bridging Documents. The FIRM will provide a primary role for the SWIFT design and secondary role for portions of the WW design. Bridging Documents will consist of:

- General Conditions
- Front end specifications
- Basis of Design Report
- Indicative Design

1. Any modifications to the existing wastewater treatment infrastructure at the JRTP will be coordinated with HRSD and Jacobs under separate Agreement. Modifications to existing infrastructure to convey water to and from the JRTP SWIFT facilities will be incorporated in the JRTP SWIFT facility design as coordinated with the JRTP wastewater (WW) design. Modifications to existing WW treatment process to manage influent water quality to the SWIFT facilities are not included in this scope.
2. Perform Quality Assurance and Quality Control (QA/QC) reviews on design deliverables.
3. Prepare for, conduct and document four **Design Progress Workshops** which will be coordinated with the JRTP WW design effort.
4. Prepare basis of design report (BODR), indicative design and supporting information to a level of sufficient detail to evaluate major design features prior to advancing to the procurement of design-builders of JRTP SWIFT including the following major components and work efforts described in the Design Services Scope of Work. The FIRM shall utilize the latest version of HRSD Design and Construction Standards and Building Information Modeling (BIM) requirements in the development of documents.
5. The design effort will utilize the conceptual information previously developed by HRSD and Jacobs for JRTP SWIFT.

B. Prepare, conduct and document **Kickoff and SWIFT Process Criteria Workshop** for Full-Scale Implementation at JRTP. The purpose of the Workshop is to:

1. Kickoff the project including major interconnected HRSD CIP projects SWIFT, WW and recharge wells.
2. Discuss the roles and responsibilities of the FIRM, HRSD and Jacobs.

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SCOPE OF WORK

3. Discuss WW and SWIFT flows considering the wastewater process flow design of secondary clarifiers and MBBR, potential flow diversions from other plants, SWIFT utilization goals and design flow rate, etc.
 4. Discuss and finalize major process design requirements associated with any desired modifications to the JRTP AWT Process Criteria.
 5. Discuss approach to future expandability, redundancy, backup power, instrumentation and control and electrical systems.
 6. Discuss WW items as described in separate scope provided by Jacobs.
 7. Discuss the approach for developing design requirements for major disciplines in consideration of a single design-build contract for JRTP SWIFT and WW efforts.
- C. Coordinate Regulatory and Permitting Approach for JRTP SWIFT with HRSD and Jacobs.
1. The FIRM shall support HRSD's efforts relating to the Underground Injection Control (UIC) permit. The FIRM shall support HRSD during engagement with Local, State and Federal agencies as required during design of the JRTP SWIFT facilities.
 2. The FIRM will provide permitting support services specific to the JRTP SWIFT facility as described in Site Civil Design and Permitting task.
 3. Additional services related to regulatory and permitting coordination in addition to those previously defined will be provided as additional services if required.
- D. Hazard Analysis and Critical Control Points (HACCP)
1. Previous efforts by HRSD and others have established the HACCP approach for the UIC permit. The FIRM shall collaborate with HRSD Operations and P3 in identification of sewer discharge constituents within the JRTP sewer service area relative to potential contaminants that may impact JRTP SWIFT facility design and operation.
 2. Conduct a **HACCP Workshop** to confirm JRTP SWIFT-specific critical control points (CCPs) and critical operating points (COPs) to inform control system operating approaches and UIC permitting efforts.
 3. Provide a summary table of CCPs and COPs in the BODR.
- E. Process Mechanical Design
1. SWIFT hydraulic analysis, profile and associated yard piping for the new SWIFT facilities and existing JRTP as related to interaction with SWIFT facilities and required interconnection of the facilities. Jacobs will perform SWIFT capture and utilization analysis of the WW equalization facilities to inform AWT treatment capacity. This scope of work and schedule assumes that the final AWT treatment capacity determination will be made within 45 days of the Notice to Proceed.
 - a. Establish WW and SWIFT flows considering the wastewater process design of secondary clarifiers and MBBR, potential flow diversions from other

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- plants, SWIFT utilization goals, etc. in collaboration with HRSD, Jacobs and the FIRM.
- b. Develop hydraulic profile from SWIFT influent pump station, rapid mix, flocculation, sedimentation, ozone contact, biofiltration, intermediate pump station, granular activated carbon adsorbers, ultraviolet disinfection, SWIFT water pump station, and recharge wells.
 - c. Perform analysis of hydraulic profile between existing JRTP WWTP and SWIFT AWT influent pump station to determine tank volume requirements and operating strategy.
 - d. Coordinate well backflush flows, recycle and Off-Spec Pump Station flow distribution to JRTP SWIFT and WW.
 - e. Develop yard piping design from tie in to JRTP WW and SWIFT, conveyance to recharge wells, corridors required for chemical feed piping, SWIFT process and recharge well interconnecting piping, recharge well backflush piping, drain, and residuals piping. Preliminary design shall be based on record drawings and SUE (as Additional Services) where required.
 - f. Coordinate with Jacobs and conduct **JRTP WW and JRTP SWIFT Hydraulics Workshop** for the advancement of hydraulic strategies and design basis.
2. JRTP SWIFT recycle and waste management approach shall be developed for the management of liquid and solids residuals streams. It is acknowledged that HRSD is independently performing a solids management master plan, with which the FIRM shall coordinate.
- a. Develop a design basis solids production rate (lbs. of dry solids per million gallons treated). The design flow range and anticipated unit treatment process performance will be used to calculate the solids production volumes for the SWIFT.
 - b. Calculate the design basis liquid residuals volumes based on proposed backwash and filter-to-waste strategies for the BAF and GAC unit processes, and estimated flows related to facility operations and maintenance activities.
 - c. Develop design for liquid and solid waste management systems for JRTP SWIFT (coordinated with JR013400.1 Design Services) including process control and P&IDs. It is assumed the residuals handling systems will include:
 - i. Off-Spec PS, SWIFT Residuals PS, and associated yard piping, valves and instrumentation
 - ii. If required (as Additional Services), residuals recycle piping, metering and valving to the first stage flocculation basins
3. Chemical Facilities: Develop design following evaluation of any proposed modifications to the chemical facility approach.
- a. A centralized Chemical Storage and Feed Facility shall be provided

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- b. Develop design for the Chemical Storage and Feed facilities. Confirm the selected chemicals to be used at SWIFT and define which chemical storage and feed systems should accommodate flexibility in design for alternate chemical selections in the future. Review the design SWIFT flow range as well as expected chemical dosage rates based on pilot testing and data from the SWIFT RC to establish the range of chemical feed rates required.
 - c. Develop preliminary equipment requirements for the following equipment in the chemical facility:
 - i. Chemical metering pumps
 - ii. Chemical storage tanks
 - iii. Liquid polymer systems
4. SWIFT AWT Influent Pump Station
- a. Develop design of Influent Pump Station to accommodate SWIFT influent and recycle flows, maintenance of JRTP outfall, and JRTP NPW flow demand.
 - b. Develop control strategy for SWIFT AWT influent pump station
5. Rapid Mix, Flocculation, and Sedimentation
- a. Develop design following evaluation of any proposed modifications to the rapid mix and flocculation approach. Review the design SWIFT flow range and define the appropriate number and configuration of basins. Define the rapid mix G and detention time, flocculation G, detention time and number of stages, and plate settler surface loading rate requirements. Define design requirements for the Rapid Mix and Flocculation facilities, including:
 - i. Provisions for future expandability of facilities to accommodate future expansions of SWIFT facilities.
 - ii. Define reliability and redundancy for facilities.
 - iii. Define acceptable materials of construction
 - iv. Coordinate with the upstream and downstream processes and consider a cover style/concept balancing the multiple objectives for algae control.
 - v. Define chemical feed locations and sampling points, and foam control strategies.
 - b. Develop design following evaluation of any proposed modifications to the sedimentation approach. Determine plate settler surface loading rate requirements, basin configuration, and design and equipment requirements. Define design requirements for the sedimentation facilities.
 - c. Define settled solids removal and control strategy requirements.
6. Ozone Generation
- a. Develop design following evaluation of any proposed modifications to the approach for the Ozone Generation facilities. Review the design SWIFT flow

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range and define the appropriate number and configuration of reactors, generators, and injection methodology. Define the influent chemistry and target parameters including LRV for pathogen inactivation and will establish the design ozone dose range and contact time requirements.

- i. Evaluate sidestream injection versus diffuser-style ozone delivery with consideration of oxygen carryover related to BAF.
- ii. Define reliability and redundancy for ozone generation and contactor facilities, and other major ozone system facilities.
- iii. Define acceptable materials of construction.
- iv. Develop optimum contactor configuration to achieve the desired contact time and t10 given the design flow range and site constraints.
- v. If requested as Additional Services, perform CFD modeling for scenarios considering with and without ozone delivery “on” to assess hydrodynamics associated with the contactor design to optimize the design for t10. The FIRM will coordinate with HRSD for third party review of all CFD modeling efforts.
- vi. Develop off-gas collection and destruct equipment strategy and design.
- vii. Identify sampling points for CT compliance monitoring.
- viii. Define chemical injection and mixing requirements for post-ozone quenching of excess ozone.
- ix. Identify methods of managing excess dissolved oxygen downstream of the ozone contactors.
- x. Evaluate the overall life-cycle cost of purchased LOX storage equipment versus leased equipment. Design LOX facilities if required (as Additional Services).
- xi. Bromate control strategy will be considered in conjunction with influent conditions and interaction with addition of other chemicals.

7. Biologically Active Filtration (BAF)

- a. Develop design following evaluation of any proposed modifications to the approach for the BAF facilities. Review the design SWIFT flow range and define the appropriate number and configuration of filters. Define the filter loading rate, hydraulic requirements, media profile, and backwash requirements.
- b. Define design considerations for the BAF facilities, including:
 - i. Provisions for future expandability of BAF facilities to accommodate future expansions of SWIFT facilities.
 - ii. Define reliability and redundancy for BAF filters and backwash facilities, and other major BAF system facilities.
 - iii. Define acceptable materials of construction.

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- iv. Define considerations to address off-gassing and potential air binding due to upstream ozone injection.
- v. Define backwash and filter-to-waste system requirements.
- vi. Define air scour system requirements.
- vii. Define BAF operating control philosophy.
- viii. Define backwash system sequence and control philosophy.
- ix. Define chemical feed points for the BAF facilities.
- c. Develop preliminary equipment requirements for the following primary process equipment:
 - i. Filter underdrains
 - ii. Filter media
 - iii. Wash troughs
 - iv. Valves and motor operators

8. GAC Contactors and Intermediate Pump Station

- a. Develop design following evaluation of any proposed modifications to the approach for the GAC contactor facilities. Review the design SWIFT flow range and define the appropriate number and configuration of GAC contactors. Define the loading rate, empty bed contact time, hydraulic requirements, media profile, and backwash requirements.
- b. Define design considerations for the GAC contactors, including:
 - i. Provisions for future expandability of GAC contactors to accommodate future expansions of SWIFT facilities.
 - ii. Define reliability and redundancy for GAC contactors and backwash facilities, and other major GAC contactor facilities.
 - iii. Define acceptable materials of construction.
 - iv. Define GAC replacement transfer system requirements in consideration of HRSD operations.
 - v. GAC and intermediate pump station operating control philosophy
 - vi. GAC backwash system sequence.
 - vii. Define chemical feed points for the GAC contactor facilities.
- c. Develop preliminary equipment requirements for the following primary process equipment:
 - i. GAC contactor underdrains
 - ii. GAC media
 - iii. Wash troughs
 - iv. Valves and motor operators

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- v. Vertical turbine pumps

9. Ultraviolet Disinfection

- a. Develop design for the Ultraviolet (UV) Disinfection facilities based on a 4 LRV virus inactivation dose (186 mJ/cm²). Review the design SWIFT flow range and define the appropriate number and configuration of UV reactors. Define the redundancy, technology (medium pressure or low pressure high output), and influent water characteristics.
 - i. Provisions for expandability of UV reactors to accommodate future expansions of SWIFT facilities
 - ii. Design for LPHO or MP based on life cycle cost analysis
 - iii. Provide power requirements, building size and allocate space on the site plan for possible future UV AOP
 - iv. Design for location in GAC contactor building with space allotted for maintainability, reactor and lamp removal and electrical supply and control panels
 - v. Define reliability and redundancy for UV reactors, cleaning systems, and other major UV reactor facilities
 - vi. Define acceptable materials of construction
 - vii. Design (if required as Additional Services) power and space for UV AOP
 - viii. UV reactor operating control philosophy
- b. Develop preliminary equipment requirements for the following primary process equipment:
 - i. UV reactors
 - ii. UVT monitoring instrumentation

10. SWIFT Water Pump Station

- a. Develop design of SWIFT Water pump station including facility layout, chemical addition, process piping layout, and recharge well downhole flow control philosophy concepts.
- b. Perform preliminary pump selections for SWIFT Water.

11. James River Potable Water System Improvements

- a. Determine potable water demand and fire flow requirements for JRTP WW (in coordination with Jacobs) and JRTP SWIFT. Evaluate the acceptability of available water quantity and pressure available to the plant to meet required plant flows.
- b. Develop design of potable water pipeline to facility as Additional Services if additional infrastructure is required.

F. Wellhead Considerations

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1. Prepare, conduct and document **JRTP SWIFT Wellhead Workshop** to review and discuss documentation of all data developed to date, and through the future, of the monitoring and operations of the SWIFT Research Facility recharge well with HRSD and Jacobs.
2. Determine downhole flow control approach (active downhole flow/pressure control valve vs. passive flow/pressure control orifice) in coordination with Jacobs' overall JRTP SWIFT capacity analysis and flow balance efforts. Determination will consider each approach's impact on construction cost, maintenance costs, procurement, operational considerations, and SWIFT utilization and capture metrics.
3. Develop design of above ground recharge well and wellhead facilities in coordination with Jacobs. Provide a schematic drawing that is typical of all wellheads. The design shall be based on recharge and backflush flows as provided by HRSD.

G. Instrumentation and Control Systems

1. Develop design of SWIFT I&C systems including:
 - a. The FIRM will advance the P&IDs developed during the WBTP SWIFT efforts for all JRTP AWT processes to show the monitoring and control requirements and equipment therein.
 - b. Develop a control system architecture drawing for JRTP SWIFT showing the major hardware items, their general locations, the network connections among them and the methods by which the controls will be incorporated into the JRTP distributed control system (DCS) improvements.
 - c. Define the requirements for specialized analytical process instrumentation to monitor the process.
 - d. Provide functional control descriptions to define the overall control functions for the SWIFT Facility.
 - e. Provide the estimate of quantity of I/O points to facilitate HRSD potential procurement of DCS equipment.
2. The following assumptions have been established for development of I&C scope:
 - a. P&IDs will be developed to level of detail sufficient to advance functional control descriptions, process mechanical design, and set HRSD's design intent in the Bridging Documents.
 - b. P&IDs will conform to Design and Construction, IT and all applicable HRSD standards
 - c. Tagging of signals will not be included in the preliminary design beyond what is required for clarity of P&IDs
 - d. Detailed specifications for specialty instruments will not be developed. General equipment guidelines will be developed to ensure proper monitoring of the process.

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- e. Requirements for more general process instrumentation (flow, pressure, level, etc.) may not be determined for all processes.
 - f. Vendor-supplied systems will be less developed with details to be obtained from the vendors during detailed design.
 - g. The monitoring and control systems for JRTP SWIFT will be incorporated into the existing Emerson Ovation DCS, although certain vendor-supplied systems will be provided with their own PLC-based control systems. The HRSD preference for independent control via I/O into the DCS will be required where possible. Supervisory control of PLC-based control systems will be required.
- H. Electrical Systems
- 1. New JRTP main switchgear and backup power infrastructure are planned as part of the WW improvements. The FIRM shall coordinate with Jacobs and document requirements related to power distribution, backup power strategy and requirements for JRTP SWIFT.
 - 2. Develop design of SWIFT Electrical systems including:
 - a. A basis of design narrative will be provided to outline the requirements for detailed design specific to JRTP that may not be included in the HRSD Design and Construction Standards. Requirements will be established for the following (minimum):
 - i. Power systems studies (coordination study, arc flash hazard analysis, etc)
 - ii. Lighting (interior and exterior) design
 - iii. Cable and raceways
 - iv. Acceptance testing
 - v. Non-major electrical equipment (equipment not covered by electrical requirements developed by the FIRM).
 - vi. Acceptable materials of construction for installation environment
 - vii. List of acceptable equipment manufacturers/vendors
 - b. Develop design drawings as follows:
 - i. Electrical site plans showing locations of all major equipment
 - ii. Single line diagrams and elevations of all electrical distribution equipment, including all relevant ratings and equipment sizes
 - c. Develop detailed technical equipment requirements for major electrical equipment.
 - d. Develop an initial electrical load summary list which will be coordinated with the JRTP WW electrical improvements.
 - i. Load summary list under various operating conditions (e.g. connected, operating, emergency backup) will be provided in the BODR.

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

- ii. Load summary list will also be used as a basis for preliminary discussions between the FIRM, HRSD, Jacobs and Dominion Energy to coordinate capacity needed to serve the additional electrical loads associated with the SWIFT facility.

I. Architectural Building Design and Code Analysis

- 1. Develop design following evaluation of any proposed modifications to the approach for the architectural components of the SWIFT facilities. Coordinate architectural concepts for SWIFT and WW improvements with Jacobs which is responsible for architectural concepts of the Administration Building. Existing JRTP architectural styles, the HRSD Architectural Review Board and the City of Newport News community architecture requirements will provide basis for new facilities. The following elements will be included in the architectural documents:
 - a. Establishment of applicable building codes
 - b. Perform Building Code Analysis in accordance with the building code in force during the design
 - c. The design of facilities will incorporate the HRSD energy efficiency goals
 - d. Define acceptable finishes and materials of construction

J. Structural Design and Geotechnical Considerations

- 1. Prepare indicative structural design to provide design-build teams sufficient information to provide CCL while minimizing potential contingency due to unknown conditions
- 2. Geotechnical considerations (provided as Additional Services): Geotechnical investigations may not have been performed in all locations where new JRTP WW, SWIFT and recharge wells are proposed. The design effort will include the following provided by the FIRM for all aspects of JRTP SWIFT and WW for the following:
 - a. Develop and execute a scope of services for Subsurface Investigations for the major structures including borings and geotechnical recommendations of foundation type, and lateral earth pressures imparted on subsurface structures.
 - b. Review of historical subsurface investigations and inspection of existing structures related to indications of foundation deficiency
 - c. Criteria for temporary excavation support systems
 - d. Inspection of existing JRTP facilities related to any apparent foundation support issues that may be visible
- 3. As Additional Services, enhanced foundation design will be provided if the geotechnical investigations indicate deep foundations are required in order to provide clarity to design-builders in preparation of CCL based procurement

K. HVAC Systems: Develop design of SWIFT HVAC systems including:

- 1. A basis of design narrative will be provided to outline the requirements for detailed design.

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
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2. Establish requirements for conditioned spaces and major HVAC components to be utilized for each conditioned facility

L. Site Civil Design and Permitting

1. Prepare a scope of work with supporting documentation for survey work as needed for the design of JRTP WW and SWIFT. The FIRM will solicit proposals from several surveyors (as approved by HRSD) and will subcontract with the surveying firm. Survey scope will include, but not be limited to:
 - a. Topographic and planimetric survey of areas of the JRTP WW and SWIFT facilities, recharge well sites, transmission main alignment, and any adjacent areas as necessary for a complete survey
 - b. Identify location, size, material, and inverts of all sanitary, storm, and other utilities as may be present
 - c. Provide basic property boundary information, including any easements or rights-of-way as may existing within the limits of survey, zoning, and adjacent property owners, if a boundary survey is required for Site Plan Conditional Use approval, a complete boundary survey will be provided
 - d. Flood zone, streams, and wetlands information
 - e. Level B SUE survey to locate existing above ground utilities and any below-grade utilities as needed (Additional Services)
 - f. Provide surface model based on topography of site
 - g. Provide signed and sealed survey drawing (hard copy and Civil 3D base file) with statement of accuracy
2. Develop the following design items for the JRTP WW, SWIFT AWT and associated recharge well sites to a level sufficient for preliminary coordination with the City of Newport News for the site plan Conditional Use Permit:
 - a. Site access and layout
 - b. Site grading
 - c. Identification of easements, flood zones, streams, wetlands, and steep slopes
 - d. Building finished floor elevation
 - e. Drainage and stormwater management plans
 - f. Develop specifications as necessary for discussion of Conditional Use Permit application.
3. The FIRM will prepare all necessary plans, specifications, and calculations to submit for coverage under the VPDES Permit for Discharges of Stormwater from Construction Activities (VAR10), and approval of the Virginia Stormwater Management Permit (VSMP), and Virginia Erosion and Sediment Control Permit (VESCP).

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
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4. Attend (as Additional Services) any necessary public meeting, planning board meeting, or other meetings as necessary for Site Plan and Conditional Use permit preliminary framework establishment.
 5. The FIRM understands property acquisition and re-zoning may be required for this project. It is assumed for this scope of work these issues will be resolved by HRSD.
- M. Sustainability and Envision Approach: The FIRM will collaborate with HRSD and Jacobs to develop Envision-based sustainability requirements for the bridging documents to including the following:
1. Prepare and conduct a **JRTP SWIFT Sustainability Workshop**. This Workshop will apply general guidance developed from the **SWIFT Program Sustainability Working Group**, and address project-specific considerations. The Workshop will be conducted with various project stakeholders throughout HRSD. The Envision Sustainable Infrastructure Rating System (version 3) will be the basis of the workshop discussion agenda.
 2. Prepare a memorandum documenting the sustainability goals developed during the JRTP Sustainability Workshop.
 3. Incorporate sustainability elements identified in JRTP SWIFT Sustainability Workshop into BODR documents in order to establish expectations of the design-builder to implement the features and practices for JRTP WW and SWIFT.
 4. It is assumed HRSD will not pursue LEED certification for the Administration Building. Assistance with this effort should it be required would be Additional Services.
- N. JRTP WW and SWIFT Engineers Opinion of Probable Construction Cost (EOPCC)
1. FIRM shall develop one estimate for the indicative design being developed as part of the Bridging Documents for JRTP WW and SWIFT
 2. Provide one update to EOPCC prior to issuing final Bridging Documents.
 3. Updated EOPCC shall be used to update CIP planning costs. It is understood HRSD requires this information early in the CIP planning process.
- O. JRTP SWIFT Commissioning
1. Prepare for, conduct and document **JRTP SWIFT Commissioning Workshop** to provide an overview of all activities associated with checkout, testing, the commissioning process and start-up of the JRTP SWIFT facility (processes and equipment).
 2. Develop JRTP Commissioning requirements in the Bridging Documents.
- P. JRTP WW and SWIFT Procurement Support
1. The FIRM will prepare, schedule and conduct the **DCS Equipment Procurement Workshop** for HRSD personnel and will be used to discuss the procurement of DCS equipment.

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JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

Q. JRTP WW and SWIFT Bridging Document Consolidation

1. The FIRM will develop a comprehensive set of Bridging Documents to include all aspects of the project including but not limited to the HRSD CIP projects for JRTP WW, SWIFT facilities, recharge wellhead facilities and distribution / backflush conveyance for Design-Builder procurement.
2. Shoreline improvements, public trails and recharge well drilling will not be provided as part of this scope of services.

Deliverables Task 1

Memorandum of SWIFT Backup Power Requirements

Memorandum of Wellhead requirements

JRTP SWIFT Commissioning Management Plan

Draft Bridging Documents (Including JRTP WW)

Final Bridging Documents (Including JRTP WW)

Workshops

Kickoff and SWIFT Process Criteria Workshop

JRTP WW and JRTP SWIFT Hydraulics Workshop

HACCP Workshop

JRTP SWIFT Wellhead Workshop

SWIFT Design Review Workshop 1-4

JRTP Commissioning Workshop

Design-Build Workshop

DCS Equipment Procurement Workshop

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

Task 2

**James River Treatment Plant SWIFT
Project Management Services**

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
SCOPE OF WORK

Task 2 Project Management

2.1 JRTP Project Management (PM) Services During Design

- A. The PM will provide management and coordination of the services required for the planning, design, implementation and procurement of JRTP SWIFT and WW. Although the two project elements will be procured as a single DB, sufficient delineation will be included to enable accurate tracking of the costs associated with each element. For these projects, the PM will:
1. Provide regular reviews and coordination of the Basis of Design Reports (BODRs) for the JRTP SWIFT and WW facilities to verify the level of detail and supporting information provided is sufficient for Design-Builder (DB) design and pricing, but also allows for DB innovation. This work will also verify consistency between the two project elements and minimize potential gaps.
 2. Lead the development of the procurement document General Requirements, (Divisions 00 and 01), based on HRSD Design and Construction Standards. The appropriate sections will be red-line updated and submitted for HRSD review and comment, along with recommended sections to be added.
 3. Coordinate the Technical Components of the BODRs for both JRTP SWIFT and WW facilities for inclusion in the Bridging Documents. Review comments of deliverables will be collected, consolidated, resolved and distributed.
 4. Coordinate the development of accurate terminal points separating the two elements for possible WIFIA and WQIF funding, prepare specific requirements for DB invoicing to reflect the separation, and track the costs from procurement document conceptual design, through DB design, construction and commissioning.
- B. The PM will coordinate the preparation, reviews and comments on the Engineer's Opinion of Probable Construction Cost for JRTP SWIFT and WW.
- C. The PM will participate in and lead SWIFT Design Workshops. The PM will coordinate with all parties to invite appropriate attendees and structure workshops such that attendees only needed for specific portions will be notified of their needed timeslots within longer workshops. Meeting minutes including decisions and action items will be developed and distributed.
- D. The PM will coordinate and conduct weekly Design Progress Meetings with the FIRM and Jacobs design staff leads and managers.
- E. The Project Management services also include the preparation of workshops and meetings at the James River Treatment Plant, including:
1. **Design-Build Workshop** to provide HRSD JRTP SWIFT staff with an overview of the design-build project delivery method, with the key characteristics, differences from traditional design-bid-build method and the roles and responsibilities of the design-build contracting parties.
 2. **Maintenance of Plant Operations Workshop** to review the project areas and obtain JRTP specific requirements for site access and egress, 'no-fly' zones, other construction activities, work hours, existing utility routings and DB connection

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
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points and limitations. This information will be included in the DB procurement documents.

3. **Procurement Document and Schedule Update Meetings**, assumed for budgeting purposes to be on a bi-monthly basis. These meetings will be used to keep HRSD informed of the progress of the conceptual design and procurement documents, collect outstanding information, answer any project questions and provide responses to concerns or issues.
- F. The PM will track the progress of the project components and provide updates to the project schedule.
- G. The PM will coordinate reviews of all deliverables prior to submission for substance and quality.

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JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
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Task 3

**James River Treatment Plant SWIFT
Additional Services**

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JAMES RIVER TREATMENT PLANT SWIFT - DESIGN SERVICES
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Task 3 Additional Services

Additional Design Services may be required that are not currently scoped to the level of detail required to define an associated cost. Therefore an annual budget is provided to allow for these additional services to be executed, if required. These Design Services Additional Services shall be provided only on an as-authorized basis. Requests shall be made by the FIRM and submitted into SharePoint workflow for authorization of Additional Services. Requests shall define the objective, proposed staffing, schedule, duration, deliverable(s), and cost in accordance with the pre-approved rate tables. The authorization request must be submitted sufficiently in advance of the contemplated start date needed for proposed services to allow HRSD's Chief of Design & Construction – SWIFT to have adequate time for assessment without causing interruption or disruption of services required under this Agreement. The authorization shall be obtained in writing from the Chief of Design & Construction - SWIFT or other designee authorized by the Contracting Officer. Some of these tasks have been previously defined in Task 1 and others may include, but are not limited to, the following:

- a. Surveying for JRTP SWIFT facilities
- b. Subsurface Utility Exploration services as required for yard piping
- c. Specialty professional services derived from Envision credits, identified during Workshops
- d. 3D visualizations in addition to those required for detailed design
- e. Environmental and archeological assessments beyond Phase 1 Environmental Assessment.
- f. Preparation of design, and procurement assistance, if additional pre-purchase of selected equipment is required.

**Hampton Roads Sanitation District
James River Treatment Plant - SWIFT
GN016360.1 DESIGN SERVICES**



Program Classification	STAFFING HOURS									Total Labor
	Sr. Professional		Project Professional		Professional	Sr. Tech	Tech	Proj Admin		
	Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Sr. Principal Designer	Principal Designer	Technical Writer / Admin	
Average Raw Hourly Rate	\$87.30	\$75.70	\$62.50	\$52.50	\$42.50	\$36.50	\$45.50	\$35.50	\$26.70	

Task 1.1 James River Treatment Plant SWIFT Design Services

Task A - Design Development Support

1	Project Management (Amos excluded)										\$ -
2	QA/QC	240	240	180							\$ 50,370
3	Design Progress Workshops (4) and Prep	48	72	72	144			48			\$ 23,885
	Total Hours / Subtotal	288	312	252	144	0	0	48	0	0	\$ 74,255
	ODCs										\$ 24,012
	Task Subtotal										\$ 98,267

Task B - Kickoff and SWIFT Criteria Workshop

1	Kickoff and SWIFT Criteria Meeting and Prep	8	32	32	8	4	4				\$ 5,857
	Total Hours / Subtotal	8	32	32	8	4	4	0	0	0	\$ 5,857
	ODCs										\$ 2,452
	Task Subtotal										\$ 8,309

Task C - Regulatory and Permitting Assistance

1	UIC and Local Permitting Support			40		80			40	16	\$ 7,747
3	Additional Services: Additional Permitting Support										\$ -
	Total Hours / Subtotal	0	0	40	0	80	0	0	40	16	\$ 7,747
	ODCs										\$ 5,080
	Task Subtotal										\$ 12,827

Task D - Hazard Analysis and Critical Control Points

1	Perform JRTP Sewershed Hazard Analysis	6	18		40			44			\$ 5,592
2	HACCP Workshop and Prep	12	16	24							\$ 3,759
3	Develop HACCP Section of BODR	2		8				40		8	\$ 2,348
	Total Hours / Subtotal	20	34	32	40	0	84	0	0	8	\$ 11,699
	ODCs										\$ 1,340
	Task Subtotal										\$ 13,039

Task E - Process Mechanical Design

Task E.1 - SWIFT Hydraulics and Yard Piping

a	Coordination to Finalize SWIFT AWT Capacity		8	60	10	10					\$ 5,306
b	Hydraulic profile - SWIFT AWT	4	16	40	60	120			40		\$ 13,730
c	Hydraulic analysis - JRTP WW to AWT IPS	2	8	40	60	60			20		\$ 9,690
d	Coordinate return flows to WW, AWT IPS, and outfall	4		20		40	40		8		\$ 5,043
e	Yard piping	4	16	80	60	120	100	20	180	8	\$ 25,974
f	Workshop - hydraulics	4	4	8		8					\$ 1,492

Task E.2 - JRTP Recycle and Waste Management

a	Design basis solids production rate	4			8		24				\$ 1,645
b	Design basis liquid residuals volumes	4			8		24				\$ 1,645
c	Design development for liquid and solid residuals	32		16	40	60	100		120		\$ 16,354
c.ii	Additional Services: settled solids recycle to flocculation										\$ -

Task E.3 - Chemical Facilities

b	Design chemical storage and feed systems	2	16	160	120		80			8	\$ 20,819
c	Develop preliminary equipment requirements	4	24	180	120		240	90	240		\$ 41,091

Task E.4 - SWIFT AWT Influent Pump Station

a	Influent Pump Station Design and NPW approach	4	16	80	40	120		60	80	8	\$ 19,544
b	Develop control strategy for AWT IPS		40	60		40	80				\$ 11,398

Task E.5 - Rapid Mix, Flocculation, Sedimentation

a	Rapid mix and flocculation design development	30		60	48	120	80	40	120	8	\$ 23,203
b	Sedimentation design development	16		40		60	90	40	120		\$ 15,812
c	Settled solids removal and control strategy development	16		20		60	40	12	60		\$ 9,333

Task E.6 - Ozone Generation


a	Ozone design development	60	90	150	140	130	160	80	240	8	\$ 52,515
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Task E.7 - Biologically Active Filtration


a	BAF design criteria	4	32	20			60				\$ 6,212
b	BAF design development	4	32	80		40	100	40	200		\$ 22,042
c	Develop preliminary equipment requirements	2	16		40		60			8	\$ 5,889


Task E.8 - GAC Contactors and Intermediate Pump Station

**Hampton Roads Sanitation District
James River Treatment Plant - SWIFT
GN016360.1 DESIGN SERVICES**

 <i>SWIFT concept becomes reality</i>		STAFFING HOURS									Total Labor	
		Program Classification	Sr. Professional			Project Professional	Professional	Sr. Tech	Tech	Proj Admin		
		Task Classification	Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Sr. Principal Designer	Principal Designer		Technical Writer / Admin
		Average Raw Hourly Rate	\$87.30	\$75.70	\$62.50	\$52.50	\$42.50	\$36.50	\$45.50	\$35.50		\$26.70
a	GAC and IPS design criteria	4	48	28	28		60				\$ 9,393	
b	GAC and IPS design development	18	80	140	80		120	40	200		\$ 33,877	
c	Develop preliminary equipment requirements	2	40	40	40		120			8	\$ 12,396	
Task E.9 - Ultraviolet Disinfection												
a	UV design criteria and development	32		40			40		30		\$ 7,819	
b	Develop preliminary equipment requirements	8	40	120	20		80	40	160	8	\$ 22,910	
Task E.10 - SWIFT Water PS												
a	Design criteria and development	16	40	40	80		60				\$ 13,315	
b	Develop preliminary equipment requirements		16	120	32	30	80	20	160		\$ 21,176	
Task E.11 - PW System												
a	Evaluate existing conditions and PW demand requirements		8	32							\$ 2,606	
b	Additional Services: design of potable water pipeline										\$ -	
Task E Total Hours / Subtotal		280	590	1674	1034	1018	1838	482	1978	0	\$ 432,228	
ODCs											\$ 8,420	
Task Subtotal											\$ 440,648	
Task F - Wellhead Considerations												
1	JRTP SWIFT Wellhead Workshop	8	16	24		24					\$ 4,430	
2	Evaluate downhole flow control approaches		16	80	80	120					\$ 15,511	
3	Above-ground recharge well equipment design		16	320	20	320	80	16	200		\$ 46,609	
Total Hours / Subtotal		8	48	424	100	464	80	16	200	0	\$ 66,550	
ODCs											\$ 10,158	
Task Subtotal											\$ 76,708	
Task G - Instrumentation and Control Systems												
1	I&C system design development		80	60	140	180			220		\$ 32,616	
Total Hours / Subtotal		0	80	60	140	180	0	0	220	0	\$ 32,616	
ODCs											\$ 6,248	
Task Subtotal											\$ 38,864	
Task H - Electrical Systems												
1	JRTP Switchgear and backup power coordination	8	20	20		20	40				\$ 5,772	
2	Electrical system design development	8	110	180		360	220		320		\$ 54,965	
Total Hours / Subtotal		16	130	200	0	380	260	0	320	0	\$ 60,738	
ODCs											\$ 10,656	
Task Subtotal											\$ 71,394	
Task I - Architectural Building Design and Code Analysis												
1	Develop architectural design concepts and requirements		340		372			400		16	\$ 63,895	
Total Hours / Subtotal		0	340	0	372	0	0	400	0	16	\$ 63,895	
ODCs											\$ 8,616	
Task Subtotal											\$ 72,511	
Task J - Structural Design and Geotechnical Considerations												
1	Develop structural indicative design and requirements	8		240		220	284	312	264		\$ 58,982	
2	Additional Services: Geotechnical Subconsultant										\$ -	
3	Additional Services: Deep Foundation Indicative Design										\$ -	
Total Hours / Subtotal		8	0	240	0	220	284	312	264	0	\$ 58,982	
ODCs											\$ 14,812	
Task Subtotal											\$ 73,794	
Task K - HVAC Systems												
1	Develop design requirements			20	60		80		60		\$ 9,450	
2	Develop equipment requirements			20	60		40		20		\$ 6,570	
Total Hours / Subtotal		0	0	40	120	0	120	0	80	0	\$ 16,020	
ODCs											\$ -	
Task Subtotal											\$ 16,020	
Task L - Site Civil Design and Permitting												
1	Additional Services: Surveying										\$ -	
2	Site Civil Design to Anticipated CUP Requirements			120		180			80	32	\$ 18,844	
3	Prepare CUP Permitting Application		12			120			40		\$ 7,428	

**Hampton Roads Sanitation District
James River Treatment Plant - SWIFT
GN016360.1 DESIGN SERVICES**

 <i>SWIFT concept becomes reality</i>		STAFFING HOURS									Total Labor	
		Program Classification	Sr. Professional			Project Professional	Professional	Sr. Tech	Tech	Proj Admin		
		Task Classification	Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Sr. Principal Designer	Principal Designer		Technical Writer / Admin
		Average Raw Hourly Rate	\$87.30	\$75.70	\$62.50	\$52.50	\$42.50	\$36.50	\$45.50	\$35.50		\$26.70
4	Site Civil Design to Site Stormwater Requirements		200			1880			200		\$ 102,140	
5	Additional Services: Attend Meetings to Support CUP										\$ -	
6	Additional Services: Respond to Permitting Comments										\$ -	
	Total Hours / Subtotal	0	212	120	0	2180	0	0	320	32	\$ 128,413	
	ODCs										\$ 6,576	
	Task Subtotal										\$ 134,989	
Task M - Sustainability and Envision Approach												
1	Workshop SWIFT Sustainability Workshop	4	8	16		16					\$ 2,635	
2	Memorandum of JRTP SWIFT Sustainability		4	24		80				16	\$ 5,630	
3	Develop sustainability requirements		4	24		120					\$ 6,903	
	Total Hours / Subtotal	4	16	64	0	216	0	0	0	16	\$ 15,168	
	ODCs										\$ 2,768	
	Task Subtotal										\$ 17,936	
Task N - Construction EOPCC												
1	Initial EOPCC - Indicative Design		16	200	240	360					\$ 41,611	
2	EOPCC Update - Bridging Documents		16	120	120	180					\$ 22,661	
	Total Hours / Subtotal	0	32	320	360	540	0	0	0	0	\$ 64,272	
	ODCs										\$ 1,088	
	Task Subtotal										\$ 65,360	
Task O - JRTP SWIFT Commissioning												
1	JRTP Commissioning Workshop	16	16	32	16	16					\$ 6,128	
2	Develop commissioning requirements	8	8	80	40	80					\$ 11,804	
	Total Hours / Subtotal	24	24	112	56	96	0	0	0	0	\$ 17,932	
	ODCs										\$ 18,752	
	Task Subtotal										\$ 36,684	
Task P - JRTP SWIFT Procurement Support												
1	DCS Equipment Procurement Workshop	16		16	20		16				\$ 4,031	
	Total Hours / Subtotal	16	0	16	20	0	16	0	0	0	\$ 4,031	
	ODCs										\$ 11,008	
	Task Subtotal										\$ 15,039	
Task Q - JRTP WW and SWIFT Bridging Document Consolidation												
1	Consolidate Bridging Documents			120			120	120	240		\$ 25,860	
	Total Hours / Subtotal	0	0	120	0	0	120	120	240	0	\$ 25,860	
	ODCs										\$ -	
	Task Subtotal										\$ 25,860	
	Total Labor										\$ 1,086,263	
	Total ODCs										\$ 131,986	
	Total Hours	672	1850	3746	2394	5378	2806	1378	3662	152	22,038	
											Total Raw Labor \$1,086,263	
											Labor Multiplier 3.0	
											TASK 1 - Total Estimated Fee \$ 3,390,775	
Notes: Assumes lump sum												

 SWIFT <i>concept becomes reality</i>	Program Classification	STAFFING HOURS								Total Labor	
	Task Classification	Sr. Professional	Project Professional	Professional	Sr. Tech	Tech	Proj Admin				
	Average Raw Hourly Rate	Project Manager	Technical Specialist	Sr. Project Prof	Project Prof	Project Prof	Project Prof	Sr. Tech	Tech		Technical Writer / Admin
		\$85.45	\$85.45	\$72.73	\$40.00	\$37.50	\$35.00	\$47.27	\$34.55	\$34.55	

Task 2.1 James River Treatment Plant SWIFT Project Management Services

Task		Project Manager	Technical Specialist	Sr. Project Prof	Project Prof	Project Prof	Project Prof	Sr. Tech	Tech	Technical Writer / Admin	Total Labor
A	Project Management and Coordination	440	308	240	164					80	\$ 90,696
B	Project and Element EOPCC	80			60						\$ 9,236
C	Design Phase Workshops (11)	96	24		104				24		\$ 15,243
D	PMO Progress Meetings	84			84						\$ 10,538
E	JRTP Workshops	132			104						\$ 15,439
F	Progress Tracking and Schedule Updates	120			40						\$ 11,854
G	Deliverable Review Coordination	96			48						\$ 10,123
Total Hours / Subtotal		1048	332	240	604	0	0	0	24	80	\$ 163,129
ODCs											\$ 16,313
Total Hours		1048	332	240	604	0	0	0	24	80	2,328
Total Raw Labor											\$163,129
Labor Multiplier											2.75
TASK 2 - Total Estimated Fee											\$ 464,919

Notes: Assumes cost plus

Task 3.1 James River Treatment Plant Design Additional Services

Task		Project Manager	Technical Specialist	Sr. Project Prof	Project Prof	Project Prof	Project Prof	Sr. Tech	Tech	Technical Writer / Admin	Total Labor
	Additional Services (10% of Design Services)										\$ 339,078
Total Hours / Subtotal											\$ 339,078
ODCs											\$ 33,908
Total Hours											
TASK 3 - Total Estimated Fee											\$ 372,985

Notes: Utilize HRSD Reimbursable Schedule

James River Treatment Plant SWIFT - GN016360.1 Design Services

Task		Project Manager	Technical Specialist	Sr. Project Prof	Project Prof	Project Prof	Project Prof	Sr. Tech	Tech	Technical Writer / Admin	Total Labor
1	Design Services										\$ 3,390,775
2	Project Management										\$ 464,919
3	Additional Services										\$ 372,985
GN016360.1 Design Services - Total Estimated Fee											\$ 4,228,679

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Friday, August 09, 2019 10:54 AM
To: Rice, Shannon; Watson, Ken
Cc: Zuravnsky, Lauren
Subject: RE: Program Management for SWIFT – Amendments

Nope. This looks good.

-bo

From: Rice, Shannon [<mailto:SRice@hrsd.com>]
Sent: Thursday, August 08, 2019 2:36 PM
To: Watson, Ken; Bodniewicz, Bohdan
Cc: Zuravnsky, Lauren
Subject: RE: Program Management for SWIFT – Amendments

Good afternoon,

I updated Amendment 2 with the corrected fee document.

Let me know if you need anything else.

Thank you. Shannon

From: Rice, Shannon
Sent: Wednesday, August 07, 2019 9:43 AM
To: Zuravnsky, Lauren; Bodniewicz, Bohdan
Subject: Program Management for SWIFT – Amendments

Good morning,

Please review the proposed Professional Services Agreement Amendments No. 2 (JR SWIFT Facility) and No. 3 (JRTP Advanced Nutrient Improvements) for the above referenced project and let me know via email whether the amendments are acceptable as written or if changes need to be made. I will upload to ERP and process for acknowledgement.

Please contact me if you have any questions or need to discuss the proposed Amendments.

Thank you. Shannon

Shannon Rice

HRSD Contract Specialist

Office: 757.460.7005

1434 Air Rail Avenue | Virginia Beach, VA 23455

P.O. Box 5911 | Virginia Beach, VA 23471-0911

srice@hrsd.com | www.hrsd.com

Please consider the environment before printing this message.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 7

for the

PROGRAM MANAGEMENT of SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this fifth day of May, 2020, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Amendment No. 2 (James River SWIFT Facility) Paragraph VI. PAYMENTS TO FIRM, make the following changes:

- Q. Decrease the Lump Sum for Design Services by \$72,549 from \$3,390,775 to \$3,318,226.
- R. Increase the Maximum Authorization based on Time and Materials for Program Management by \$72,549 from \$464,919 to \$537,468.

This amendment will be approved and executed using HRSD's Enterprise Resource Planning (ERP) system. Physical signatures will not be required if acknowledged by FIRM through the ERP system.

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Tuesday, May 5, 2020 1:34 PM
To: Rice, Shannon
Cc: Zuravnsky, Lauren
Subject: [EXTERNAL] RE: JR SWIFT Facility - Reallocation

Yup – this looks good.

Thank you Shannon!

-bo

From: Rice, Shannon <SRice@hrsd.com>
Sent: Tuesday, May 05, 2020 10:37 AM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Cc: Zuravnsky, Lauren <LZuravnsky@hrsd.com>
Subject: [EXTERNAL] JR SWIFT Facility - Reallocation
Importance: High

Hi Bo,

Please review the proposed Professional Services Agreement Amendment No. 7 for the above referenced project and let me know via email whether the amendment is acceptable as written or if changes need to be made. I will upload to ERP and process for acknowledgement, then Terri will be able to process the invoice in ERP.

Please contact me if you have any questions or need to discuss the proposed Amendment.

Thank you. Shannon

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 9

for the

PROGRAM MANAGEMENT OF SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this twenty-ninth day of June, 2019, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Amendment No. 7 (James River SWIFT Facility), Paragraph I.D., SCOPE OF WORK, add the following:

2. The FIRM shall provide Bid Phase Services and an Environmental Assessment as described in the attached scope of work, titled "James River Treatment Plant SWIFT Bid Phase Services" dated June 10, 2020.

Item 2. Amendment No. 7 (James River SWIFT Facility) Paragraph VI., PAYMENTS TO FIRM, add the following:

- T. For the work described in Paragraph I.D.2 (James River SWIFT Facility), a Maximum Authorization of \$151,140 based on Time and Materials for Bid Support Services.
- U. For the work described in Paragraph I.D.2 (James River SWIFT Facility), a Maximum Authorization of \$48,555 based on Time and Materials for an Environmental Assessment.

This Amendment will be approved and executed using HRSD's Enterprise Project Management (Unifier) system. Physical signatures will not be required if acknowledged by FIRM through the Unifier system.



James River Treatment Plant – ANRI and SWIFT

JR013400.PRC and GN016360.PRC Bid Phase Services

Scope of Work

Prepared by
AECOM+HAZEN

June 10, 2020

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT ANRI AND SWIFT – BID PHASE SERVICES
SCOPE OF WORK

Task 1 Bid Phase Services

The FIRM shall provide services to support HRSD as required during the Design-Builder Procurement Phase for James River ANRI and SWIFT projects. This Scope of Work includes services exclusive of Program Management Team activities and may include support from Hazen’s design team and AECOM’s cost estimating and scheduling for JR SWIFT and JRTP ANRI projects.

All services are provided under James River SWIFT Facility (CIP GN016360.PRC) funding and shall be at the request of HRSD.

I. Overall Project Management

- A. Provide miscellaneous Project Management tasks that may entail any of the following (assumes 4 hours per week for 20 weeks of support until completion of DB negotiations):
 - 1. Monthly invoicing, progress reports, including any schedule updates
 - 2. Coordinating/supporting/answering RFI’s and Addendum
 - 3. Coordinating with PMC schedule and cost estimating reviews
 - 4. Providing review of Addendum responses and PMC schedule and cost estimating reviews
 - 5. Support negotiation of Comprehensive Agreement as requested

II. RFP Design-Builder Selection Support Services:

- A. Respond to JR SWIFT and/or Div 01 related Requests for Information (RFIs) (assumes 10 RFI’s at 8 hours of effort per RFI).
- B. Prepare JR SWIFT and/or Div 01 related Addendum (assumes 160 hours total for all Addendum).
- C. Review the Design-Builder’s JRTP ANRI and JR SWIFT proposed schedules submitted in Design-Builder’s Technical Proposals. FIRM shall provide a fact’s only schedule comparison report between the submitted schedule and the Program Baseline Schedule (assumes a .pdf printout) (40 hours per DB Schedule for Each Project (160 hours total)).

III. Post-RFP Design-Builder Selection Support Services:

- A. Review the Design-Builder’s technical alternatives for consideration to include in the Comprehensive Agreement. Review shall focus on JR SWIFT technical impacts and JRTP ANRI and JR SWIFT cost and schedule impacts. (assumes a total subtask allowance of \$35,000, however, may require refinement upon final number of technical alternatives to be reviewed)
- B. Assist in the negotiation of the Comprehensive Agreement scope. Support will focus on Contract Cost Limit and schedule components. (assumes 60 hours total)

Hampton Roads Sanitation District
James River Treatment Plant - SWIFT
GN016360.1 - Bid Phase Services



Task Classification	STAFFING HOURS								Total Hours	Total Labor
	Prog Mgt	Subj Matter Expert	Sr. Proj Prof	Project Prof	Senior Technician	Professional	Technician	Project Admin		
<i>FY 20 Billing Rate</i>	\$250.00	\$300.00	\$235.00	\$165.00	\$120.00	\$110.00	\$80.00	\$75.00		
Task 1 - Bid Phase Services										
1.1 A Project Management Services										
Monthly Invoicing, Progress Reports, Schedule Update	20								20	\$ 5,000
Coordinating/Supporting RFI and Addendum Response	20								20	\$ 5,000
Coordinate PMC Cost Estimating and Schedule Reviews of DB Submittals	10								10	\$ 2,500
Reviewing Addendum and other PMC Reviews to HRSD as Required	20								20	\$ 5,000
Support Negotiation of DB Comprehensive Agreement as Requested	10								10	\$ 2,500
Total Hours / Subtotal	80	0	0	0	0	0	0	0		\$ 20,000
1.1 B RFP Design-Builder Selection Support Services										
10 RFIs @ 8 hrs per RFI (Estimated)			24	40	16				80	\$ 14,160
Prepare Addenda (Assume max of 160 hours)		4	64	32	32	20		8	160	\$ 28,160
Review JR SWIFT and ANRI DB Schedules		40	80	40					160	\$ 37,400
Total Hours / Subtotal	0	44	168	112	48	20	0	8		\$ 79,720
1.1 C Post-RFP Design-Builder Selection Support Services										
Technical Alternatives Review		12	60	48		80		8		\$ 35,020
Comprehensive Agreement Negotiation Assistance		20	40							\$ 15,400
Total Hours / Subtotal	0	32	100	48	0	80	0	8		\$ 50,420
ODCs										\$ 1,000
Subtotal										\$ 1,000
Total Labor	\$20,000	\$22,800	\$62,980	\$26,400	\$5,760	\$11,000	\$0	\$1,200		\$ 150,140
Total ODCs	0	0	0	0	0	0	0	0		\$ 1,000
Total Hours	80	76	268	160	48	100	0	16	748	
1 Fee										\$ 151,140
Notes: Assumes work is completed on a time and materials basis at 2.75 direct salary multiplier										

JRTP SWIFT Additional Services Request for Phase II Environmental Investigation

Former Firing Range on Newport News-owned parcel east of the JRTP Facility

April 24th, 2020

Summary

AECOM completed a Phase I Environmental Site Assessment as due diligence for purchase of an approximately 10-acre parcel of land adjacent to the east side of the existing JRTP facility. The parcel is currently owned by the City of Newport News and is a portion of the ~258-ac Riverview Farm Park and located southwest of the intersection of City Farm Road and Riverview Parkway. The Phase I ESA identified a former small arms firing range with a soil backstop berm as a recognized environmental condition (REC) based on the potential for lead impacts on the property.

To evaluate potential lead in soil and groundwater at this site, AECOM recommends completing a Phase II environmental investigation. The goals of the proposed investigation are to:

- Determine whether the site is impacted by residual lead from former firing range operations at concentrations exceeding residential screening criteria (> 400 mg/Kg).
- If elevated lead is present, conduct additional sampling to define the lateral and vertical extent of impacts in soil in the backstop berm and adjacent areas.
- Develop a preliminary remediation approach and cost estimate.
- Note this investigation is intended to be an initial screening evaluation of site conditions to determine potential impacts, site constraints, and approximate remediation cost for planning purposes. Extensive investigation beyond the scope of work below or coordination with regulatory agencies are not included.

To address these goals, AECOM recommends the following scope of work.

Scope of Work

The proposed Scope of Work for the Phase II environmental investigation include the following general tasks:

Task 1 - Project Planning

- Conduct an initial site visit to identify constraints, evaluate site access options, and provide information for project planning.
- Develop a Health and Safety Plan for all field activities to define roles and responsibilities, proper personal protection equipment (PPE) and safe work procedures. All field staff will have current OSHA HAZWOPER training with medical monitoring.
- Develop a brief work plan to detail site work activities, sampling and analytical methods, and reporting requirements.
- Locate underground utilities in the vicinity of the former firing range using Miss Utility (811) and a private location service.

Task 2 – Initial Soil Sampling

- Mobilize two field personnel to the site to complete initial soil sampling.

- Visual reconnaissance and shallow excavation in the and around the berm to evaluate extent and depth of spent munitions/debris
- Establish an approximate grid pattern across the potentially impacted area based on the visual evidence. The grid could include a few temporary benchmarks, transects or approximate spacing for subsequent sample collection to collect representative samples across the area.
- Collect surface (0-1 ft) and subsurface (1-2 ft) soil samples from 20 locations (40 total samples) using a decontaminated shovel or hand auger.
- Soil samples will be transferred into laboratory-supplied containers and shipped overnight for analysis of lead by EPA Method 6010B on a 24-hour turnaround time.
- Sample locations will be measured from known points or located using handheld GPS units.

Task 3 – Additional Soil Sampling

- If the results from the initial field effort do not provide enough data to determine the extent of lead impacts, field staff will remobilize to the site to collect additional soil samples, if necessary. The level of effort assumes one additional day of soil sampling and analysis of up to 40 additional soil samples following the same approach as Task 2.
- If a 3rd or additional mobilization or sampling are necessary, AECOM will provide a cost estimate for HRSD approval.

Task 4 – Groundwater Sampling

- If lead impacts are documented in soils at the site, AECOM recommends installing and sampling up to three temporary monitoring wells using direct push methods.
- AECOM will mobilize a field geologist and a drilling subcontractor to install temporary wells in accessible locations without excessive tree clearing.
- Wells depths are not expected to exceed 25 feet and will be constructed with one-inch diameter casing and five-foot sections of prepacked screen. No surveying of well elevations is included the scope of work.
- The temporary wells will be fully developed prior to sampling until turbidity levels are below 10 nephelometric turbidity units (NTUs).
- Groundwater samples will be collected at least 24 hrs. after development using low flow methods, measuring standard water quality parameters (pH, temperature, conductivity, and turbidity). Groundwater samples will be collected when parameters stabilize and turbidity is below 10 NTUs. One duplicate sample and one equipment blank will also be collected for QA/QC purposes.
- The samples will be transferred into laboratory supplied sample containers and transferred to a Virginia certified laboratory for analysis of lead by EPA Method 6010C using 5-day turnaround times.
- Development and purge water will be containerized in a drum on site pending laboratory analyses prior to disposal. The cost estimate assumes one drum of water disposal as non-hazardous material.

Task 5 – Reporting

- Prepare letter report documenting field activities, sampling results, recommendations, and a remediation cost estimate. The report will include sample location maps, summary tables, and all laboratory analytical results.
- AECOM will submit a draft report for HRSD review, participate in a meeting or conference call to review the results and recommendations, and produce the final report in pdf format.

Schedule

AECOM estimates approximately 4 to 6 weeks following notice to proceed to complete the above scope of work. Initial results should be available within 2 weeks which will allow more accurate scheduling of final report. This schedule is also subject to change based on unforeseen delays due to site access, quarantine requirements, or other delays outside of AECOM’s control.

Cost Estimate

AECOM assume the above scope of work will be completed in phases on a time and materials basis in accordance with our current contract with HRSD for an estimated cost of \$48,555. As shown on the attached cost estimate, AECOM anticipates the following costs for each phase of work:

Task 1	Project Planning	\$9,958
Task 2	Initial soil sampling	\$7,170
Task 3	Additional soil sampling	\$7,170
Task 4	Groundwater sampling	\$11,017
Task 5	Reporting	<u>\$13,240</u>
	Total Estimate	\$48,555

Cost Estimate

Client: HRSD
 Project: Phase II environmental Investigation
 Site: JRTP NN parcel - former firing range
 Contact:
 Scope: Soil and groundwater sampling

Task: TBD
 AECOM Project No.: TBD
 AECOM PM: Jack Moore
 Date: 4/24/2020

Billing Category/AECOM code	Unit	Unit Rate	Task 1	Task 2	Task 3	Task 4	Task 5	SUBTOTAL	
			Project Planning	Initial Soil Sampling	Additional Soil Sampling	Groundwater Sampling	Reporting	units	cost
LABOR									
Project Director 4	Hr	\$220							
Principal (PD 3)	Hr	\$210	16	4	4	4	16	44	\$ 9,240
Program Manager (PD2)	Hr	\$185							
Project Director 1 (PD1)	Hr	\$175	8	4	4	2	8	26	\$ 4,550
Project Manager 2 (PM2)	Hr	\$165							
Senior Engineer (Engineer 4)	Hr	\$140							
Engineer 3 / Scientist 4	Hr	\$125	8	4	4		16	32	\$ 4,000
Engineer 2 / Scientist 3	Hr	\$115	16	16	16	24	40	112	\$ 12,880
Engineer 1 / Scientist 2	Hr	\$105							
Scientist I / Tech 3/ CADD	Hr	\$95	8	16	16	12	8	60	\$ 5,700
Tech 2 / Admin 2	Hr	\$85							
Data Admin 1	Hr	\$70	4	4	4	2	16	30	\$ 2,100
Jr Construction Eng	Hr	\$65							
Total Labor			\$8,640	\$5,680	\$5,680	\$5,230	\$13,240	\$0	304 \$ 38,470.00
Travel									
Company Vehicle	day	\$ 90.00							
Personal Vehicle	mile	\$ 0.575	100	400	400	400		1300	\$ 747.50
Per Diem (GSA)	day								
Hotel (est)	est								
Materials and Subcontractors									
Utility Location (est)	day	\$ 1,200	1					1	\$ 1,200.00
DPT rig	day	\$ 1,700				2		2	\$ 3,400.00
1" Well Construction	ft	\$ 10.50				75		75	\$ 787.50
Low-flow sample equipment	day	\$ 500				1		1	\$ 500.00
Drums	ea	\$ 75				1		1	\$ 75.00
Drum disposal (non-haz)	ea	\$ 305				1		1	\$ 305.00
GPS unit	day	\$ 50		1	1			2	\$ 100.00
Lab Analysis (Pb - 24 hr)	ea	\$ 25		40	40	3		83	\$ 2,075.00
Shipping	ea	\$ 100		1	1	1		3	\$ 300.00
Field Supplies, PPE	day	\$ 50		1	1	1		3	\$ 150.00
Markup	5%	\$	60.00	60.00	60.00	264.63	-	-	\$ 444.63
Total ODCs			\$1,317.50	\$1,490.00	\$1,490.00	\$5,787.13	\$0.00	\$0.00	\$ 10,085.00
Cost Estimate per Task									
			\$9,957.50	\$7,170.00	\$7,170.00	\$11,017.13	\$13,240.00	\$0.00	
TOTAL									\$48,555.00

Notes:

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Monday, June 29, 2020 5:13 PM
To: Rice, Shannon
Cc: Zuravnsky, Lauren; Jennifer Klages
Subject: [EXTERNAL] RE: JR SWIFT Facility (GN016360)

Hi Shannon –

Thanks for walking me through my questions! Confirming that Amendment 9 is acceptable as written.

-bo

From: Rice, Shannon <SRice@hrsd.com>
Sent: Monday, June 29, 2020 3:20 PM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Cc: Zuravnsky, Lauren <LZuravnsky@hrsd.com>; Klages, Jennifer <jennifer.klages@aecom.com>
Subject: [EXTERNAL] RE: JR SWIFT Facility (GN016360)

Bo,

I spoke with Lauren, here are the updates.

Thank you. Shannon

From: Rice, Shannon
Sent: Monday, June 29, 2020 2:57 PM
To: Bo Bodniewicz (AECOM) <Bohdan.Bodniewicz@aecom.com>
Cc: Zuravnsky, Lauren <zuravnsky@hrsd.com>; Jennifer Klages <jennifer.klages@aecom.com>
Subject: JR SWIFT Facility (GN016360)

Hi Bo,

Please review the proposed Professional Services Agreement Amendment No. 9 for the above referenced project and let me know via email whether the amendment is acceptable as written or if changes need to be made. I will upload in Unifier.

Please contact me if you have any questions or need to discuss the proposed Amendment.

As discussed earlier - we are in the process of making updates to the Contract Changes business process in Unifier and at this time the workflow for the Engineer/Contractor to accept Contract Changes it not available. I will send a screenshot \ showing that the Amendment has been fully integrated in the system once it is approved.

Thank you. Shannon

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 19

for the

PROGRAM MANAGEMENT OF SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this thirtieth day of March, 2021, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Amendment No. 9 (James River SWIFT Facility), Paragraph I.D., SCOPE OF WORK, add the following:

3. The FIRM shall provide Pre-Construction Program Management Services as described in the attached scope of work, titled “James River Treatment Plant – ANRI and SWIFT, Extended Procurement Phase Services” dated June 2021.

Item 2. Amendment No. 9 (James River SWIFT Facility) Paragraph VI.V., PAYMENTS TO FIRM, add the following:

BB. James River SWIFT Facility (GN016360)

1. For the work described in Paragraph I.D.3., a Maximum Authorization of \$157,045 based on Time and Materials for Pre-Construction Program Management Services.

This Amendment will be approved and executed using HRSD’s Enterprise Project Management (Unifier) system. Physical signatures will not be required if acknowledged by FIRM through the Unifier system.



James River Treatment Plant – ANRI and SWIFT

JR013400.PRC and GN016360.PRC

Extended Procurement Phase Services

Scope of Work

Prepared by
AECOM+HAZEN

June 2021

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT ANRI AND SWIFT – EXTENDED PROCUREMENT PHASE
SERVICES
SCOPE OF WORK

The original scope (Amendment 9) providing Procurement Phase Services support for the James River Treatment Plant Advanced Nutrient Reduction Improvements (ANRI) and SWIFT was developed and executed in June of 2020 prior to the receipt of cost proposals from short-listed teams. The cost proposals received from short-listed teams were significantly higher than the Engineers Opinion of Probable Construction Cost (EOPCC) resulting in an extended review and analysis period. Additional support from the FSIP team was requested to document, quantify and reconcile cost discrepancies between the EOPCC and cost proposal submitted to HRSD.

Task 2 summarizes the additional support services provided from the time Design-Builder pricing was received in October of 2020 (Procurement Phase) through Contract Cost Limit award by HRSD in January 2021.

Task 2.1 Extended Procurement Phase Services

FIRM shall provide the following services to support HRSD during the Procurement Phase for James River ANRI and SWIFT projects. This Scope of Work includes services exclusive of Program Management Team support activities.

All services are provided under both the James River SWIFT Facility (CIP GN016360.PRC) and ANRI project (JR013400.PRC) funding and shall be at the request of HRSD.

1. Extended Negotiation Support Services

A. Shoulder-to-Shoulder Reviews:

1. Prepare and actively participate in multiple “shoulder-to-shoulder” review sessions (in-person and virtual) with the Design-Builders team. The intent of these meetings will be to share the cost estimating basis in a collaborative environment to understand and quantify cost discrepancies.
2. The review sessions shall include a review and analysis of the following input costs:
 - a) design and design contingency costs
 - b) General Conditions;
 - c) escalations and markups;
 - d) market factors;
 - e) labor rates;
 - f) material quantities;
 - g) unit prices;

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT ANRI AND SWIFT – EXTENDED PROCUREMENT PHASE
SERVICES
SCOPE OF WORK

- h) production rates;
 - i) mobilization costs;
 - j) other direct and indirect costs;
 - k) resource loading and schedule information;
 - l) escalation factors and
 - m) equipment costs
3. Following the review sessions with the Design Builder, update reconciled Engineer's Opinion of Probable Construction Cost (EOPCC) cost model utilizing Design-Builders cost estimating elements from A.2 to develop a sensitivity analysis to input factors.
 4. Summarize and document in a memorandum to HRSD the magnitude of cost differences for elements identified above in A.2
 5. Document the review process with a technical memorandum and capturing differences utilizing a comparative CSI approach
 6. Develop and submit of recommended action plan for HRSD incorporating procurement phase analyses and Design-Builder risk factors.

B. Value Engineering:

1. Support HRSD's extended negotiation review with the highest ranked team by participating on an as-needed basis in Value Engineering (VE) exercises;
2. As directed by HRSD, validate Design-Builder costs associated with the proposed VE alternatives.
 - a) Analysis based exclusively on evaluating details and information provided by the Design-Build team.
3. Document and provide a recommendation to HRSD on the nature and magnitude of VE alternatives and
4. Provide a recommendation to HRSD on the credits/adds provided by the Design-Builder resulting from the VE exercise.

C. Comprehensive Agreement Support:

1. Provide as-requested support to HRSD until agreement has been executed with Design-Builder. This includes evaluation of alternate procurement options including the following scenarios:
 - a) Single Design-Bid-Build (DBB),
 - b) Multiple DBB packages,
 - c) Hybrid DBB/DB packages,

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT ANRI AND SWIFT – EXTENDED PROCUREMENT PHASE
SERVICES
SCOPE OF WORK

2. Document, present and engage HRSD in discussions with alternatives for consideration.

Hampton Roads Sanitation District
 James River Treatment Plant- SWIFT
 GN016360.PRC Procurement Phase Services



	<i>Individual</i>	P. Bongiovanni	M. Hammer	W. Bachman	C. Young	B. Pietkiewicz	P. Esser	M. Ingram	M. McClenahan	S. Patton	V. Sundaram	S. Udhayakumar	Z. Zhao	Total Hours	Request for Change Total
<i>Actual Billing Rate</i>		\$244.59	\$286.06	\$209.21	\$97.30	\$202.70	\$107.83	\$178.41	\$237.02	\$167.64	\$291.50	\$85.94	\$90.45		

Task 2- Extended Procurement Phase Services

2.1 Extended Procurement Phase Services

A	Shoulder-to-Shoulder Reviews	156	59	4	6	34	1	8	1	1	2	18	6	296	\$ 67,958	
B	Value Engineering	139	78	5		34								256	\$ 64,249	
C	Comprehensive Agreement Support	77	16					8						101	\$ 24,838	
Total Hours / Subtotal		372	153	9	6	68	1	16	1	1	2	18	6	653	\$ 157,045	
Total Hours		372	153	9	6	68	1	16	1	1	2	18	6	653		
															Total Fee	\$ 157,045

Note: Hours indicated herein are actual hours.

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Wednesday, June 30, 2021 5:13 PM
To: Rice, Shannon
Cc: Zuravnsky, Lauren; Klages, Jennifer; Whatley, Theresa
Subject: [EXTERNAL] Re: SWIFT Program Management Amendments

Hi Shannon - content for both amendments looks fine and ready for Unifier execution.

Thank you!

-bo

From: Rice, Shannon <SRice@hrsd.com>
Sent: Wednesday, June 30, 2021 9:15:52 AM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Cc: Zuravnsky, Lauren <LZuravnsky@hrsd.com>; Klages, Jennifer <JKlages@hrsd.com>; Whatley, Theresa <Terri.Whatley@aecom.com>
Subject: [EXTERNAL] SWIFT Program Management Amendments

Hi Bo,

Please review the proposed Professional Services Agreement Amendments for the following projects and let me know via email whether the Amendments are acceptable as written or if changes need to be made.

Amendment 19: JR SWIFT Facility (GN016360)

Amendment 20: Rates for FY22

I will upload and process for acknowledgement in Unifier (#19) and ERP (#20).

Thank you. Shannon

Shannon Rice | HRSD Contract Specialist | Cell: 757.408.8558 | Office: 757.460.7005 | 1434 Air Rail Avenue | Virginia Beach, VA 23455 | srice@hrsd.com | www.hrsd.com | www.swiftva.com

Please consider the environment before printing this message.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 3

for the

PROGRAM MANAGEMENT of SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this twenty-third day of July, 2019, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Paragraph I. SCOPE OF WORK, add the following:

- E. James River Treatment Plant Advanced Nutrient Improvements (JR013400):
 - 1. The FIRM shall provide Design Services including Technical Support for Bridging Documents, Project Management Services, and Additional Services as described in the attached scope of services document, titled “James River Treatment Plant Wastewater – Design Services Scope of Work” dated July 12, 2019.

Item 2. Paragraph VI. PAYMENTS TO FIRM, add the following:

- K. For the work described in Paragraph I.E.I (James River Treatment Plant Advanced Nutrient Improvements), the Lump Sum of \$227,272 for Design Services.
- L. For the work described in Paragraph I.E.I (James River Treatment Plant Advanced Nutrient Improvements), a Maximum Authorization of \$173,527 based on Time and Materials for Program Management.
- M. For Additional Services authorized by HRSD for the James River Treatment Plant Advanced Nutrient Improvements, a Maximum Authorization of \$110,000.

This amendment will be approved and executed using HRSD’s Enterprise Resource Planning (ERP) system. Physical signatures will not be required if acknowledged by FIRM through the ERP system.



James River Treatment Plant - Wastewater

JR013400.1 Design Services

Scope of Work

Prepared by
AECOM+HAZEN

July 12, 2019

James River Treatment Plant - Wastewater
JR 013400.1 Design Services

Task 1 - Design Services Scope of Work

Task 2 – Project Management

Task 3 – Additional Services

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
SCOPE OF WORK

Task 1

James River Treatment Plant Wastewater Improvements

HAMPTON ROADS SANITATION DISTRICT
 JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
 SCOPE OF WORK

Task 1 Design Services

1.1 James River Treatment Plant Wastewater (WW) Improvements Design Services

A. The FIRM shall provide design coordination and development services required for the planning, design, implementation and procurement of the James River Treatment Plant (JRTP) WW Improvements in conjunction with the overall SWIFT advanced water treatment facilities resulting in the development of Bridging Documents. Design Services provided under this Scope of Work will be performed on a cost-plus basis utilizing a 3.0 rate multiplier in accordance with Professional Services Agreement GN016320. The FIRM will be responsible for providing consistent and consolidated Bridging Documents including the JRTP SWIFT and WW Improvements as defined in JRTP SWIFT GN016360.1 Design Services. The interconnectivity of SWIFT and WW processes and supporting discipline elements requires collaboration between the FIRM and Jacobs. The FIRM and Jacobs roles scope responsibilities are defined as follows:

- Primary Design Role: Lead the development of design approach, standards and technical design for development of the Basis of Design Report (BODR) and Indicative Design.
- Secondary Design Role: Provide information, data, and review of technical design and as required to the Primary Designer as required for the development of the BODR and Indicative Design.

Table 1-1: Roles and Scope Responsibility

	Item	Primary	Secondary	Scope Comments (FIRM)
A1	Regulatory and Permitting	Jacobs	FIRM	Coordinate Local, State and Federal Regulatory and Permitting requirements.
A2	Site Civil Design	FIRM	Jacobs	Coordinate site and stormwater features with Jacobs for inclusion in Bridging Documents. Provide topographic survey and SUE investigations (Additional Services) as required by Jacobs.
A3	Wastewater Treatment Process	Jacobs	FIRM	Provide process engineering support for selection / optimization of treatment processes.
A4	Wastewater Hydraulics and Process Mechanical	Jacobs	FIRM	Coordinate interaction of hydraulic flows and process mechanical piping and coordinate equipment selection.
A5	SWIFT Recycle and Solids Management	FIRM		Design piping to and improvements for existing WW solids handling to accept SWIFT flows and loads.
A6	Chemical Facilities	Jacobs	FIRM	Coordinate storage and chemical feed approach to be consistent with SWIFT.
A7	NPW Operations	Jacobs	FIRM	Coordinate WW changes in NPW Operations approach as provided in SWIFT design.
A8	JRTP Effluent Disinfection and Discharge Characterization	Jacobs	FIRM	Coordinate WW impacts to effluent discharge due to intermittent SWIFT plant operation.

HAMPTON ROADS SANITATION DISTRICT
 JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
 SCOPE OF WORK

	Item	Primary	Secondary	Scope Comments (FIRM)
A9	Instrumentation and Control Systems	Jacobs	FIRM	Coordinate interaction of the SWIFT DCS components as a sub-system to the new DCS system design provided by Jacobs.
A10	Electrical Systems	Jacobs	FIRM	Coordinate interaction of the SWIFT electrical systems, power distribution and backup power as a sub-system to the new electrical system design provided by Jacobs.
A11	Architectural Design	Jacobs	FIRM	Coordinate overall SWIFT architectural approach to be integrated in Jacobs Administration and WW facilities.
A12	Structural Design and Geotechnical Considerations	Jacobs	FIRM	Coordinate overall SWIFT structural approach to be integrated in Jacobs facilities. Provide Geotechnical Engineering services (Additional Services) required for Jacobs design effort.
A13	HVAC Systems	Jacobs	FIRM	Coordinate overall SWIFT HVAC approach to be integrated in Jacobs Administration and WW facilities.
A14	Wastewater Commissioning	Jacobs	FIRM	Coordinate comprehensive Commissioning Plan framework, construction sequencing and startup of WW and SWIFT operations.
A15	Engineers Opinion of Probable Construction Cost (EOPCC)	FIRM	Jacobs	(Not Used) Provide EOPCC for WW improvements based on information provided by Jacobs.

Workshops

Attend JRTP WW Review Workshop 1-4 as required

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
SCOPE OF WORK

Task 2

**James River Treatment Plant WW
Project Management Services**

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
SCOPE OF WORK

Task 2 Project Management

2.1 JRTP WW Project Management (WW PM) Services During Indicative Design

- A. The WW PM will provide management and coordination of the services required for the planning, design, implementation and procurement of the JRTP WW Upgrades. The WW PM will provide regular reviews and coordination of the Jacobs to include basis of design report (BODRs) for JRTP WW. The WW PM will coordinate with the lead overall JRTP SWIFT PM.
- B. The PM will coordinate the preparation, reviews and comments on the Engineer's Opinion of Probable Construction Cost for JRTP WW. (Not Used)
- C. The WW PM will attend and participate in Design Phase Workshops with HRSD, FIRM and Jacobs design staff. These workshops will be used to present design and procurement documents, resolve issues and collect comments.
- D. The WW PM will coordinate and conduct weekly Design Progress Meetings with the PMC and Jacobs design staff leads and managers.
- E. The WW PM will track the progress of the project components and provide updates to the project schedule.
- F. The WW PM will coordinate reviews of all deliverables prior to submission for substance, and quality.

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
SCOPE OF WORK

Task 3

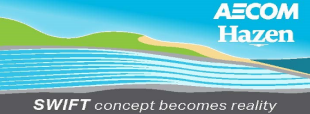
**James River Treatment Plant WW
Additional Services**


HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT WASTEWATER - DESIGN SERVICES
SCOPE OF WORK

Task 3 Additional Services

1. Additional Design Services may be required that are not currently scoped to the level of detail required to define an associated cost. Therefore, an annual budget is provided to allow for these additional services to be executed, if required. These Design Services Additional Services shall be provided only on an as-authorized basis. Requests shall be made by the FIRM and submitted into SharePoint workflow for authorization of Additional Services. Requests shall define the objective, proposed staffing, schedule, duration, deliverable(s), and cost in accordance with the pre-approved rate tables. The authorization request must be submitted sufficiently in advance of the contemplated start date needed for proposed services to allow HRSD's Chief of Design & Construction – SWIFT to have adequate time for assessment without causing interruption or disruption of services required under this Agreement. The authorization shall be obtained in writing from the Chief of Design & Construction - SWIFT or other designee authorized by the Contracting Officer.
 - a. Subsurface Utility Engineering
 - b. Topographic Survey
 - c. Geotechnical Engineering

Hampton Roads Sanitation District
James River Treatment Plant - WW
JR013400.1 DESIGN SERVICES

 <i>SWIFT concept becomes reality</i>		STAFFING HOURS									Total Labor
		Sr. Professional			Project Professional		Professional	Sr. Tech	Tech	Proj Admin	
		Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Sr. Principal Designer	Principal Designer	Technical Writer / Admin	
Average Raw Hourly Rate		\$87.30	\$75.70	\$62.50	\$52.50	\$42.50	\$36.50	\$45.50	\$35.50	\$26.70	
Task 1.1 James River Treatment Plant WW Improvements Design Services											
Task A - Design Development Support											
1	Regulatory and Permitting			24		24					\$ 2,520
2	Site Civil Design		40	100		120			220		\$ 22,188
3	Wastewater Treatment Process	80	80			80					\$ 16,440
4	Wastewater Hydraulics and Process Mechanical			80		80			40		\$ 9,820
5	SWIFT Recycle and Solids Management			24		48			60		\$ 5,670
6	Chemical Facilities			24							\$ 1,500
7	NPW Operations			24							\$ 1,500
8	JRTP Effluent and Discharge Characterization	8		24		32					\$ 3,558
9	Instrumentation and Control Systems			8		24					\$ 1,520
10	Electrical Systems			16		16					\$ 1,680
11	Architectural Design		8			24					\$ 1,626
12	Structural Design and Geotechnical Considerations		8			24					\$ 1,626
13	HVAC Systems				8						\$ 420
14	Wastewater Commissioning		24			24			24		\$ 3,689
15	Not Used										\$ -
Total Hours / Subtotal		88	160	324	8	496	0	0	344	0	\$ 73,756
ODCs											\$ 6,003
Total Hours		88	160	324	8	496	0	0	344	0	1,420
Total Raw Labor											\$73,756
Labor Multiplier											3.0
TASK 1 - Total Estimated Fee											\$ 227,272
Notes: Assumes cost plus											

 <i>SWIFT concept becomes reality</i>		STAFFING HOURS									Total Labor
		Program Classification									
		Task Classification									
		Project Manager	Technical Specialist	Sr. Project Prof	Project Prof	Project Prof	Project Prof	Sr. Tech	Tech	Technical Writer / Admin	
Average Raw Hourly Rate		\$85.45	\$85.45	\$72.73	\$40.00	\$37.50	\$35.00	\$47.27	\$34.55	\$34.55	
Task 2.1 James River Treatment Plant WW Improvements Project Management Services											
Task											
A	Project Management and Coordination	240			80					40	\$ 25,090
B	Not Used										\$ -
C	JRTP Workshops	40		24	24				24	8	\$ 7,229
D	PMO Progress Meetings	96			24						\$ 9,163
E	Progress Tracking and Schedule Updates	40			48						\$ 5,338
F	Deliverable Review Coordination	60			80					24	\$ 9,156
Total Hours / Subtotal		476	0	24	256	0	0	0	24	72	\$ 55,977
ODCs											\$ 5,598
Total Hours		476	0	24	256	0	0	0	24	72	852
										Total Raw Labor	\$55,977
										Labor Multiplier	3.00
										TASK 2 - Total Estimated Fee	\$ 173,527
Notes: Assumes cost plus											

Task 3.1 James River Treatment Plant WW Design Additional Services											
	Additional Services										\$ 100,000
Total Hours / Subtotal											\$ 100,000
ODCs											\$ 10,000
Total Hours											
										TASK 3 - Total Estimated Fee	\$ 110,000
Notes: Utilize HRSD Reimbursable Schedule											

James River Treatment Plant SWIFT - JR013400.1 Design Services											
Task											
1	Design Services										\$ 227,272
2	Project Management										\$ 173,527
3	Additional Services										\$ 110,000
										GN016360.1 Design Services - Total Estimated Fee	\$ 510,799

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Friday, August 09, 2019 10:54 AM
To: Rice, Shannon; Watson, Ken
Cc: Zuravnsky, Lauren
Subject: RE: Program Management for SWIFT – Amendments

Nope. This looks good.

-bo

From: Rice, Shannon [<mailto:SRice@hrsd.com>]
Sent: Thursday, August 08, 2019 2:36 PM
To: Watson, Ken; Bodniewicz, Bohdan
Cc: Zuravnsky, Lauren
Subject: RE: Program Management for SWIFT – Amendments

Good afternoon,

I updated Amendment 2 with the corrected fee document.

Let me know if you need anything else.

Thank you. Shannon

From: Rice, Shannon
Sent: Wednesday, August 07, 2019 9:43 AM
To: Zuravnsky, Lauren; Bodniewicz, Bohdan
Subject: Program Management for SWIFT – Amendments

Good morning,

Please review the proposed Professional Services Agreement Amendments No. 2 (JR SWIFT Facility) and No. 3 (JRTP Advanced Nutrient Improvements) for the above referenced project and let me know via email whether the amendments are acceptable as written or if changes need to be made. I will upload to ERP and process for acknowledgement.

Please contact me if you have any questions or need to discuss the proposed Amendments.

Thank you. Shannon

Shannon Rice

HRSD Contract Specialist

Office: 757.460.7005

1434 Air Rail Avenue | Virginia Beach, VA 23455

P.O. Box 5911 | Virginia Beach, VA 23471-0911

srice@hrsd.com | www.hrsd.com

Please consider the environment before printing this message.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 13

for the

PROGRAM MANAGEMENT of SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this twenty-third day of October, 2020, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Paragraph I. SCOPE OF WORK, add the following:

- H. James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400) for Operations Relocation:
 - 1. The FIRM shall provide Preliminary Engineering Report (PER) Services as described in the attached scope of services document, titled “JRTP OPS Relocation Tech Memo Services Scope of Work” dated September 28, 2020.

Item 2. Paragraph VI. PAYMENTS TO FIRM, add the following:

- W. James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400) for Operations Relocation:
 - 1. For the work described in Paragraph I.H.1 (James River Treatment Plant Advanced Nutrient Reduction Improvements for Operations Relocation), a Maximum Authorization of \$32,000 based on Lump Sum for PER Services.

This amendment will be approved and executed using HRSD’s Enterprise Resource Planning (ERP) system. Physical signatures will not be required if acknowledged by FIRM through the ERP system.

JRTP OPS Relocation Tech Memo Services Scope of Work

Prepared by
AECOM

September 28, 2020

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT OPERATIONS RELOCATION – TECH MEMO SERVICES
SCOPE OF WORK

JRTP OPS Relocation
Tech Memo Services

Task 1 – Tech Memo Services Scope of Work

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT OPERATIONS RELOCATION – TECH MEMO SERVICES
SCOPE OF WORK

Task 1

JRTP OPS Relocation
Tech Memo Services

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT OPERATIONS RELOCATION – TECH MEMO SERVICES
SCOPE OF WORK

Task 1 Technical Memorandum

The FIRM shall provide specified services required to confirm the design of JRTP Operations Relocation Project (referred to as the Project) required to relocate JRTP personnel in advance of Design-Builder mobilization in winter of 2021. The Project will include design of renovations to the existing Administration Building No. 2 and a Warehouse constructed on JRTP's site. Construction of the Project is required in advance of Design-Builder mobilization which will demolish the existing Administration Building currently housing JRTP Operations personnel. The proposed layout of Administration Building No. 2 and the Warehouse are provided as an attachment to this scope and fee to establish.

The engineering services shall include architectural, mechanical, electrical and fire protection. (Structural, Civil engineering and coordination services will be provided by a separate HRSD consultant). The FIRM will coordinate with the structural engineer hired by HRSD to provide one seamless design package. The design will include a Technical Memorandum with concept drawings-

Preliminary Design Development Phase:

1. Attend a virtual Kickoff Meeting. Kickoff the project and establish goals, introduce technical/delivery leads and key HRSD staff. Discuss the roles and responsibilities of the FIRM and HRSD. Discuss design criteria and existing documentation of associated projects and gain HRSD approval of project scope.
2. Field investigation of Administration Building No. 2 and areas as needed to document existing conditions to provide the documents. The FIRM will review existing record drawings, survey to develop the design documents for Administration Building No. 2 and areas needed to establish existing conditions.
3. Technical Memorandum shall sufficiently describe the proposed design while confirming the bidding of the buildings as a single or separate procurement. Concept drawings shall be provided.
 - a. Administration Building No. 2:
 - i. Existing building systems capacity (HVAC, electrical, lighting, plumbing and network) upgrades shall be identified supporting JRTP Operations relocation usage. Upgrades to the building will be prioritized.
 - ii. Generator with an ATS shall be sized to support the building's usage as the ride out area during a power outage. A sizing analysis shall compare capacity for the building only versus capacity to support staff trailers (hot water heater for lockers, lighting, at least 4 hard wall offices, 12 seated office area). Identify generator diesel needs for up to 7 days in addition to a belly tank with at least 48 hours of usage during a power outage.
 - iii. Ancillary modifications such as demolition requirements, replacement of carpet, flooring or walls shall be identified.

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT OPERATIONS RELOCATION – TECH MEMO SERVICES
SCOPE OF WORK

- iv. Installation of a lightning protection system will be evaluated.
- v. Review building codes to determine if renovations trigger any new code compliance.
- b. Warehouse shall consist of Inventory Storage and Maintenance Shop. The Warehouse will be provided with roll-up doors, access doors, insulation, drains, building systems electrical, water and sewer, ventilation, plumbing and designated areas to include welding, unisex bathroom, office and consumables.
 - i. Building Sizing: HRSD has preliminary sized the building as 165 feet length by 50 feet width, straight wall height 15' to 19' pitch with an awning (as preferred). Sizing and building selection shall be confirmed with vendors, constructability and setbacks from structures. HRSD's structural engineer will provide the building sizing evaluation considering two types of buildings prefabricated concrete versus pre-engineered metal building. Codes will be reviewed to assist with code compliance placement of doors, openings, etc.
 - ii. Ventilation: Fans, heating and cooling – the maintenance shop requires summer heat removal. Ventilation in maintenance areas to suit operations (e.g., welding table – possibly use portable fume extractor) may include exhaust fans. Heating is required for the maintenance and inventory area (natural gas unit heaters are preferred use of existing propane may be acceptable short-term). Cooling is preferred in the restroom and inventory computer area.
 - iii. Electrical: An HRSD identified power source will be evaluated to support the Warehouse power demands. The existing drawings and survey will be reviewed to identify the spare pathway from the motor control center to the exterior of the dewatering building and to the Warehouse and coordinated with Collins civil engineering efforts. Electrical upgrades will support the Warehouse including but not limited to,
 - 1. Interior and exterior lighting layout and fixtures.
 - 2. A power distribution panel/system to support the building's intended usage.
 - iv. Fire Protection: Portable fire extinguishers and carbon monoxide alarms are the minimum required. Preliminary code analysis and review of the basis of design information will be completed to identify the fire protection requirements. A complete fire hydrant flow test will be coordinated by FIRM to verify fire flow adequacy for a non-sprinklered building. However, HRSD shall arrange for personnel to operate the hydrant
- c. Cost Estimating and Schedule:
 - i. Class 4 cost estimate as defined by Association for the Advancement of Cost Engineering (AACE).

HAMPTON ROADS SANITATION DISTRICT
JAMES RIVER TREATMENT PLANT OPERATIONS RELOCATION – TECH MEMO SERVICES
SCOPE OF WORK

- ii. Support Collins in development of an overall project schedule.
- d. Attend a virtual review meeting to discuss review of the draft document. Finalize Technical Memorandum for submission based on review comments and meeting.

Deliverables: The Following deliverables will be submitted in accordance with the scope of work.

- 1. Technical Memorandum with concept drawings.

Schedule:

The schedule will include 29 days from NTP (excluding HRSD review) and is outlined as follows (in calendar days):

NTP	0 days
Kick-off Meeting Prep/Field Investigation	7 days
Kick-off Meeting to get HRSD agreement on Scope	1 day
Draft Tech Memo submittal	14 days
HRSD review/Meeting	TBD
Final Tech Memo	7 days

Cost:

Thirty-two thousand dollars (\$32,000)

Key Assumptions:

- 1. AECOM will not seal the Tech Memo.
- 2. Design will be in conformance with the Virginia Uniform Statewide Building Code and HRSD design Standards.
- 3. Any drawings will be in 11x17 format using AutoCAD.
- 4. No energy analyses or third part certification are included.
- 5. FIRM is not responsible for permits.
- 6. No hazardous material survey is included.

Additional Services

- 1. Upon the identification of services not included with this scope of work, HRSD and FIRM may negotiate mutually agreeable scope, schedule and fee for such additional services with a modification to the original contract.

**Hampton Roads Sanitation District
James River Treatment Plant
OPS Relocation**

Program Classification		STAFFING HOURS									Total Labor
		Program Mgmt	Sr. Professional		Project Professional		Professional	Sr. Tech	Tech	Proj Admin	
		Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Sr. Principal Designer	Principal Designer	Technical Writer / Admin	
		\$250.00	\$235.00	\$235.00	\$165.00	\$165.00	\$110.00	\$120.00	\$80.00	\$75.00	
Task 1 - Land Acquisition Support Services											
Task 1.1 - General Services											
A	Project Management		24								\$ 5,640
B	Architecture				12		48				\$ 7,260
C	Mechanical (HVAC+Plumbing)				12		44				\$ 6,820
C	Electrical				12		44				\$ 6,820
E	Fire Protection				6		16				\$ 2,750
F	Cost Estimate				16						\$ 2,640
Total Hours / Subtotal		0	24	0	58	0	152	0	0	0	234
Total Labor		\$0.00	\$5,640.00	\$0.00	\$9,570.00	\$0.00	\$16,720.00	\$0.00	\$0.00	\$0.00	\$31,930.00
ODCs											\$ 250
TASK 1 - Total Lump Sum Fee										\$	32,180

SAY \$32,000

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Monday, October 26, 2020 10:08 AM
To: Rice, Shannon
Cc: Jennifer Klages; Zuravnsky, Lauren
Subject: [EXTERNAL] RE: JRTP Advanced NRI (JR013400) Ops Relocation

Hi Shannon – thanks for updating and sorry you had to hear it second-hand and not from me.

The Amendment is now acceptable as written.

-bo

From: Rice, Shannon <SRice@hrsd.com>
Sent: Friday, October 23, 2020 4:40 PM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Cc: Klages, Jennifer <jennifer.klages@aecom.com>; Zuravnsky, Lauren <LZuravnsky@hrsd.com>
Subject: [EXTERNAL] RE: JRTP Advanced NRI (JR013400) Ops Relocation

Hi Bo,

During our invoice meeting today, Terri told me that the amount in the Amendment was incorrect. Sorry about that! Please find the updated Amendment and let me know whether the Amendment is acceptable as written or if changes need to be made. I will upload and process for acknowledgement in Unifier.

Thank you. Shannon

From: Rice, Shannon
Sent: Tuesday, October 20, 2020 10:28 AM
To: 'Bo Bodniewicz (AECOM)' <Bohdan.Bodniewicz@aecom.com>
Cc: Jennifer Klages <jennifer.klages@aecom.com>; Zuravnsky, Lauren <lzuravnsky@hrsd.com>
Subject: JRTP Advanced NRI (JR013400) Ops Relocation

Good morning Bo,

Please review the proposed Professional Services Agreement Amendment No. 13 for the above referenced project and let me know via email whether the amendment is acceptable as written or if changes need to be made. I will upload and process for acknowledgement in Unifier.

Please contact me if you have any questions or need to discuss the proposed Amendment.

Thank you. Shannon

Shannon Rice | HRSD Contract Specialist | Cell: 757.408.8558 | Office: 757.460.7005 | 1434 Air Rail Avenue | Virginia Beach, VA 23455 | srice@hrsd.com | www.hrsd.com

Please consider the environment before printing this message.

NOTE: I am teleworking until further notice. My office phone has been forwarded to my cell phone.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 14

for the

PROGRAM MANAGEMENT of SWIFT FULL SCALE IMPLEMENTATION (GN016320)

This AGREEMENT is entered into and becomes effective this twenty-ninth day of October, 2020, by and between Hampton Roads Sanitation District (hereinafter referred to as HRSD) and AECOM Technical Services, Inc. (hereinafter referred to as the FIRM) and amends the AGREEMENT entered into on July 31, 2018 by and between HRSD and FIRM as follows:

Item 1. Amendment No. 3 (James River Treatment Plant Advanced Nutrient Improvements), Paragraph I.E. SCOPE OF WORK, add the following:

2. The FIRM shall provide Pre-Construction Program Management Services including land and easement acquisition support services as described in the attached scope of work, titled "James River Treatment Plant Land Acquisition Support Services" dated September 2020.

Item 2. Amendment No. 3 (James River Treatment Plant Advanced Nutrient Improvements), Paragraph VI. PAYMENTS TO FIRM, add the following:

- X. James River Treatment Plant Advanced Nutrient Reduction Improvements (JR013400):
 1. For the work described in Paragraph I.E.2, a Maximum Authorization of \$74,860 based on Time and Materials for Pre-Construction Program Management Services.
 2. For the Permit Application Fee authorized by HRSD, a Maximum Authorization of \$10,0000.

This Amendment will be approved and executed using HRSD's Enterprise Project Management (Unifier) system. Physical signatures will not be required if acknowledged by FIRM through the online system.



**JAMES RIVER TREATMENT PLANT
LAND ACQUISITION SUPPORT SERVICES**

SCOPE OF WORK

Prepared by
AECOM+HAZEN

SEPTEMBER 2020

HAMPTON ROADS SANITATION DISTRICT
SWIFT JRTP LAND ACQUISITION SUPPORT SERVICES
SCOPE OF WORK

**JAMES RIVER TREATMENT PLANT
LAND ACQUISITION SUPPORT SERVICES**

TASK 1: LAND ACQUISITION SUPPORT SERVICES

TASK 2: ADDITIONAL SERVICES

JAMES RIVER TREATMENT PLANT

LAND ACQUISITION SERVICES SCOPE OF WORK

The *James River Treatment Plant – SWIFT Design Services* scope (Amendment 2) included preparation of site/civil design items to support preliminary coordination of the Conditional Use Permit (CUP) with the City of Newport News. The preliminary CUP was prepared based on City Code review and discussions with City Planning. Continuation of this effort will facilitate finalizing land acquisition CUP requirements providing an approvable package to the City of Newport News. As part of the land acquisition agreement HRSD will meet with the City's Planning Department (and other City entities) to finalize CUP requirements needed for approval leading to the property transfer.

Land acquisition support services are beyond the scope of the services provided under the initial design services scope. The scope of services described herein include engineering services provided during the due diligence period of the Agreement for the land acquisition of property from the City of Newport News to HRSD.

TASK 1: LAND ACQUISITION SUPPORT SERVICES

1.1 General Services

- A. Perform general task management, invoicing, activity coordination, and schedule management associated with the permitting of land and easement acquisition support services.

1.2 Conditional Use Permit Submittal Support Services

- A. Finalize the Conditional Use Permit (CUP) and associated forms, memos, and figures for the JRTP ANRI and SWIFT project. Submit completed CUP application package to the City of Newport News.
- B. Prepare for and attend coordination/review meetings with the City of Newport News Planning Department or Parks and Recreation. (assumes 3 meetings)
- C. Address City's comments during the CUP application process and submit amendments or revisions to CUP package as required during the review process.
- D. Graphics support to provide construction schedule visualizations.

1.3 Land and Easement Acquisition Support Services

- A. Provide general engineering support for HRSD land and easement acquisition efforts. Prepare and amend site plans, recharge well location figures, or other figures as required to support HRSD's effort.

HAMPTON ROADS SANITATION DISTRICT
SWIFT JRTP LAND ACQUISITION SUPPORT SERVICES
SCOPE OF WORK

TASK 2: ADDITIONAL SERVICES

Additional project support services may be required that cannot be scope to the level of detail required to define the complete cost. Therefore, a budget is provided to allow for these additional services should they become necessary and are authorized by HRSD. Project management or design support additional services shall only be provided when authorized via SharePoint by HRSD.

Additional Service requests will be submitted via a SharePoint workflow for review and authorization by HRSD. Requests shall define the objective, proposed staffing, schedule, duration, deliverable(s), and cost in accordance with the pre-approved rate tables. The Additional Services request must be submitted sufficiently in advance of the requested start date to provide HRSD's Chief of Design & Construction – SWIFT adequate time for assessment without causing interruption or disruption of services required under this Agreement. The authorization shall be obtained via the SharePoint workflow from the Chief of Design & Construction - SWIFT another designee authorized by the Contracting Officer.

2.1 Not able to define permit cost at this time.

**Hampton Roads Sanitation District
James River Treatment Plant
Land Acquisition Support Services**



		STAFFING HOURS									Total Labor	
		Program Classification	Sr. Professional		Project Professional		Professional	Sr. Tech	Tech	Proj Admin		
		Task Classification	Vice President	Sr. Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Sr. Principal Designer	Principal Designer		Technical Writer / Admin
		Budget Rate Billing	\$250.00	\$235.00	\$235.00	\$165.00	\$165.00	\$110.00	\$120.00	\$80.00		\$75.00
Task 1 - Land Acquisition Support Services												
Task 1.1 - General Services												
A	Project management (estimated 3 mos. @ 8 hrs per mo.)		24							4	\$ 5,940	
Total Hours / Subtotal		0	24	0	0	0	0	0	0	4	\$ 5,940	
Task 1.2 - Conditional Use Permit Submittal Support Services												
A	Prepare and submit CUP		60	24		36		48			\$ 31,440	
B	City coordination/review meetings (estimated 3 meetings)		12	12							\$ 5,640	
C	Address City comments		40	20		20		30			\$ 21,000	
D	Graphics Support		24								\$ 5,640	
Total Hours / Subtotal		0	136	56	0	56	0	78	0	0	\$ 63,720	
Task 1.3 - Land and Easement Acquisition Support Services												
A	Provide engineering support for land/easement acquisition		5	5		10		10			\$ 5,200	
Total Hours / Subtotal		0	5	5	0	10	0	10	0	0	\$ 5,200	
Task Subtotal		0	165	61	0	66	0	88	0	4	\$ 74,860	
Task 2 - Additional Services												
	Additional services										\$ 10,000	
Total Labor											\$ 74,860	
ODCs											\$ -	
Total Hours		0	165	61	0	66	0	88	0	4	384	
										Total Labor	\$74,860	
										TASK 1 - Total Estimated Not-to-Exceed Fee	\$ 84,860	

Notes: Assumes work is completed on a time and materials basis.

Rice, Shannon

From: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Sent: Wednesday, November 4, 2020 3:12 PM
To: Rice, Shannon
Cc: Jennifer Klages; Zuravnsky, Lauren
Subject: [EXTERNAL] RE: JRTP Advanced NRI (JR013400)

Amendment 14 – Land Acquisition support is good to go.

-bo

From: Rice, Shannon <SRice@hrsd.com>
Sent: Wednesday, November 04, 2020 8:28 AM
To: Bodniewicz, Bohdan <Bohdan.Bodniewicz@aecom.com>
Cc: Klages, Jennifer <jennifer.klages@aecom.com>; Zuravnsky, Lauren <LZuravnsky@hrsd.com>
Subject: [EXTERNAL] RE: JRTP Advanced NRI (JR013400)

Good morning Bo,

I am following up on this, please let me know if you have any questions.

Thank you. Shannon

From: Rice, Shannon
Sent: Thursday, October 29, 2020 11:04 AM
To: 'Bo Bodniewicz (AECOM)' <Bohdan.Bodniewicz@aecom.com>
Cc: Jennifer Klages <jennifer.klages@aecom.com>; Zuravnsky, Lauren <lzuravnsky@hrsd.com>
Subject: JRTP Advanced NRI (JR013400)

Good morning Bo,

Please review the proposed Professional Services Agreement Amendment No. 14 for the above referenced project and let me know via email whether the Amendment is acceptable as written or if changes need to be made. I will upload and process for acknowledgement in Unifier.

Please contact me if you have any questions or need to discuss the proposed Amendment.

Thank you. Shannon

Shannon Rice | HRSD Contract Specialist | Cell: 757.408.8558 | Office: 757.460.7005 | 1434 Air Rail Avenue | Virginia Beach, VA 23455 | srice@hrsd.com | www.hrsd.com

Please consider the environment before printing this message.

NOTE: I am teleworking until further notice. My office phone has been forwarded to my cell phone.