

Date: September 29, 2020

AMENDMENT/ADDENDUM NO. 8 (ERP # 404776-2,2)  
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 April 2020, as fully and completely as if the same were fully set forth therein.

**CHANGES TO VOLUME 1 OF 3**

- A. Request for Proposals, make the following changes:
1. Article 22, Paragraph 22.01.E, at the end of the second sentence ADD “to the Contract Specialist, identified in Article 6.01.A, prior to negotiation of an Agreement”.
  2. Article 22, Paragraph 22.01.G, at the end of the sentence ADD “to the Contract Specialist, identified in Article 6.01.A, prior to negotiation of an Agreement”.
  3. Article 22, Paragraph 22.02.D.4, at the end of the second sentence ADD “to the Contract Specialist, identified in Article 6.01.A, prior to negotiation of an Agreement”.
  4. Article 22, Paragraph 22.02.E, at the end of the sentence ADD “to the Contract Specialist, identified in Article 6.01.A, prior to negotiation of an Agreement”.

**CHANGES TO PRICE PROPOSAL FORM**

- A. Make the following changes:
1. Coversheet, Receipt of Price Proposals Forms, UPDATE the date from “September 30, 2020” to October 2, 2020”.
  2. Article 2, Paragraph 2.01, UPDATE the date in the first sentence from “September 30, 2020” to October 2, 2020”.
  3. Article 2, Paragraph 2.01, DELETE the last two sentences.

**CLARIFICATIONS**

- A. Per RFP Article 8.01.A, “The CCL Proposal shall be based on the Project described in the RFP documents” and, per Article 3.01 of the Price Proposal Form, “Proposer accepts all the terms and conditions of the RFP.” Therefore, the submitted CCL shall reflect the terms and conditions of the RFP, as written and including any written clarifications by Addendum.
- B. Per RFP Article 6.01.B, “Proposer shall submit all questions about the meaning or intent of the Proposal Documents through HRSD’s Online Oracle ERP system as an online discussion.” No further questions will be accepted after September 30, 2020 at 11:59 PM local time.

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.

**Solicitation 404776-2,2**

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**  
Amendment Date **29-SEP-2020 19:07:56**  
Amendment Description **Miscellaneous updates to Volume 1 and Price Proposal Form. NOTE: Receipt of Price Proposals date is changing.**

Due Date **02-OCT-2020 11:00:00** Award Date **Not Specified**  
Time Zone **Eastern Time**

Note **Fill out the pricing information in ERP and attach the completed Price Proposal Alternates Form with your response.**

*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 **The Hampton Roads Sanitation District (HRSD) desires to contract with an experienced Design-Builder for the design, construction, and commission of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project).**

**HRSD (Owner) has reviewed Statement of Qualifications (SOQ) submitted in response to the RFQ issued on February 9, 2020 and is inviting only Design-Builders short-listed under the RFQ to submit Technical and Price Proposals in response to this RFP. Only Technical and Price Proposals from Design-Builders short-listed under the RFQ will be accepted. HRSD's Online Oracle Enterprise Resource Planning (ERP) system will not accept Technical and Price Proposals from any other Proposer.**

Amendment Date **29-SEP-2020 19:07:56**  
 Amendment Description **Miscellaneous updates to Volume 1 and Price Proposal Form. NOTE: Receipt of Price Proposals date is changing.**  
 Due Date **02-OCT-2020 11:00:00** Award Date **Not Specified**  
 Purchaser **Rice, Shannon**  
 Email **srice@hrsd.com**

*This is a Two-Step IFB and all responses will be evaluated in two stages - Technical and Price.*

**Note** Fill out the pricing information in ERP and attach the completed Price Proposal Alternates Form with your response.

**1.2 Terms**

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

**1.3 Requirements**

| <b>Defined Terms</b>  | <b>Solicitation Step - Price</b> |
|---|----------------------------------|
| Terms used in this Price Proposal Form have the meanings indicated in the Request for Proposals (RFP), General Conditions, and Supplementary Conditions.<br>.....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Terms with initial capital letters in the Price Proposal Form include references to identified articles and paragraphs, and the titles of other documents or forms.<br>.....  |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Price Proposal Recipient</b>   | <b>Solicitation Step - Price</b> |
| The Proposer shall submit the Price Proposal electronically through HRSD's Online Oracle ERP system and when adding the attachment use Category; From Supplier: Price Proposal Attachment Only (Commercial).<br>..... |                                  |
| Type <b>No Response Required</b>  |                                  |
| The Proposer proposes and agrees, if the Price Proposal is accepted, to enter into an Agreement with  |                                  |

|   |                                  |
|---|----------------------------------|
| <b>Price Proposal Recipient</b>   | <b>Solicitation Step - Price</b> |
| HRSD in the form included in the Proposal Documents to perform all Work as specified or indicated in the Proposal Documents for a price not to exceed the Contract Cost Limit (CCL) and within the times indicated in the Agreement and in accordance with the Proposal Documents.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| The Proposer further agrees that the final Total Contract Price shall be less than or equal to the CCL, unless HRSD directs or accepts a proposed change to the basis of design specified in the Conceptual Documents.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Proposer's Acknowledgements</b>  | <b>Solicitation Step - Price</b> |
| Proposer accepts all the terms and conditions of the RFP.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| The Price Proposal will remain subject to acceptance for 90 days after the date specified in the RFP for receipt of Proposals, or for such longer period of time that Proposer may agree to in writing, upon request of HRSD.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Proposer will acknowledge the Agreement and will furnish the required contract security and other required documents within the time periods set forth in the Proposal Documents.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Proposer's Representation</b>  | <b>Solicitation Step - Price</b> |
| Proposer's Representations: It is the responsibility of each Proposer before submitting a Proposal to:  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Examine and carefully study the Proposal Documents, and any data reference items identified in the Proposal Documents and issued Addenda, if any.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Become familiar with and satisfy itself to all Laws and Regulations that may affect cost, progress and performance of the Work.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the RFP or Supplementary Conditions, especially with respect to the Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the RFP or Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.                                      |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Consider the information known to Proposer itself; information commonly known to the Construction Subcontractors and Project Design Professionals doing business in the locality of the Site; information and observations obtained for visits to the Site; the Proposal Documents; and the Site-related reports and drawings identified in the Proposal Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (3) Proposer's safety precautions and programs. |                                  |

| <b>Proposer's Representation</b>   | <b>Solicitation Step - Price</b> |
|--|----------------------------------|
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price and within the times required, and in accordance with the other terms and conditions of the Proposal Documents.   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Become aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Promptly submit an online discussion through HRSD's Online Oracle ERP system as a written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution is acceptable to Proposer.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, that without exception the Proposal and all prices are premised upon performing and furnishing the Work required by the Proposal Documents.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Proposer does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, in accordance with section 2.2-4311.1 of the Code of Virginia.   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| <b>Proposer's Certifications</b>   |                                  |
| <b>Solicitation Step - Price</b>   |                                  |
| Proposer's Certifications : The Proposer certifies that:   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposer has not directly and indirectly induced or solicited any other Proposer to submit a false or sham Proposal;   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Section: (1) corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution; (2) fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process or in the Contract execution to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and |                                  |

|   |                                  |
|---|----------------------------------|
| <b>Proposer's Certifications</b>  | <b>Solicitation Step - Price</b> |
| open competition; (3) collusive practice means a scheme or arrangement between two or more Proposers, with or without knowledge of Owner, a purpose of which to establish Bid or Contract prices at artificial, non-competitive levels; and (4) coercive practice means harming or threatening to harm, directly or indirectly, persons of their property to influence their participation in the bidding process or in the Contract execution. |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Basis of Price Proposal</b>  | <b>Solicitation Step - Price</b> |
| This Price Proposal shall serve as the CCL as defined in the Supplementary Conditions.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Proposer will complete the Work in accordance with the Proposal Documents.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| The basis of the Price Proposal will be considered irregular and maybe rejected if HRSD determines that any of the items are significantly unbalanced to the potential detriment of HRSD.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| The cost of alternates will not be included in the CCL during the selection process and will not be reflected in the evaluation of the Price Proposal.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Time of Completion</b>   | <b>Solicitation Step - Price</b> |
| Proposer agrees that the Work will be substantially completed and ready for final payment in accordance of Paragraph 14.06 of the General Conditions on or before the dates or within the number calendar days indicated in the Agreement.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Project Funding</b>  | <b>Solicitation Step - Price</b> |
| Proposer needs to verify and confirm that they are utilizing the latest Davis Bacon Wage Rates prior to submitting the CCL.   |                                  |
| .....   |                                  |
| Circle one from the response values below:<br>No<br>Yes   |                                  |
| <b>Design-Builder Acknowledgements</b>  | <b>Solicitation Step - Price</b> |
| Design-Builder agrees, if this Price Proposal is accepted and the Design-Builder is selected to enter into an Agreement with HRSD in the form included in the Request for Proposals, subject to modification after negotiation.   |                                  |
| .....   |                                  |
| Circle one from the response values below:<br>No<br>Yes   |                                  |
| <b>Design-Builder's Certification</b>   | <b>Solicitation Step - Price</b> |
| 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 Proposal Documents.  |                                  |
| .....   |                                  |
| Circle one from the response values below:<br>No<br>Yes   |                                  |

| <b>Alternates</b>  | <b>Solicitation Step - Price</b> |
|--|----------------------------------|
| Design-Builder has attached document addressing Owner requested and/or Design-Builder proposed alternates. |                                  |
| .....  |                                  |
| Circle one from the response values below:   |                                  |
| No   |                                  |
| Yes  |                                  |

#### 1.4 Attachments

| Name  | Data Type | Description   |
|---|-----------|---|
| JR SWIFT Facility & JRTP Advanced NRI Volume 3 of 3                                 | File      | Volume 3 of 3   |
| Addendum #2: Attachment G   | File      | F&R CPT-03 output   |
| JR SWIFT Facility JRTP Advanced NRI - Price Proposal Alternates Form                | File      | Price Proposal Alternates Form  |
| JR SWIFT Facility & JRTP Advanced NRI Agreement for Transfer of Digital Model Files | File      | Agreement for Transfer of Digital Model Files   |
| Baseline GHG Assessment Carbon Footprint Tool                                       | File      | Baseline GHG Assessment Carbon Footprint Tool   |
| Addendum #1   | File      | Updates to the RFP - Proprietary Meeting Minutes due date (match RFQ language) and Interviews are now virtual.                |
| Addendum #2: Attachment A   | File      | BODR Sections 2.4.4.1 Background and Treatment Objections and 2.4.4.2 Design Criteria   |
| Addendum #2: Attachment B   | File      | James River Treatment Plant Dominion Power Billing Information  |
| Addendum #2: Attachment C   | File      | Basis of Design Drawings  |
| Addendum #2: Attachment D   | File      | James River Treatment Plant I/O list for existing DCU-1   |
| Addendum #2: Attachment E   | File      | Existing James River Treatment Plant arc flash study  |
| Addendum #2: Attachment F   | File      | James River Treatment Plant list of predefined two-digit UP designations for the entire project                               |
| Addendum #5   | File      | Miscellaneous updates to Volume 1 and 2.  |
| Addendum #6   | File      | Updates to the RFP including Receipt of Technical Proposals date has been changed. Also, the Note section in ERP was updated. |
| Addendum #3: Attachment A   | File      | Figure 01 50 00-3 Proposed Location of Laydown and Staging on City Property   |
| Addendum #2: Attachment L   | File      | On-Plant recharge Well electrical loads   |
| Addendum #2: Attachment M   | File      | JRTP SWIFT electrical load list   |
| Addendum #2: Attachment N   | File      | Off-plant recharge well electrical loads  |
| Addendum #2: Attachment O   | File      | JRTP total plant electrical load calculation  |
| Addendum 3  | File      | Miscellaneous updates to Volumes 1, 2, and 3.   |
| Addendum #3: Attachment H   | File      | Reference Document 33   |
| Addendum #3: Attachment I   | File      | Riverview Farm Park topographic survey information  |
| JR SWIFT Facility JRTP  | File      | Price Proposal Form   |



| Name  | Data Type | Description   |
|---|-----------|---|
| Advanced NRI - Price Proposal Form                  |           |   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 2 of 3 | File      | Volume 2 of 3   |
| Addendum #4   | File      | Miscellaneous updates to Volumes 1, 2, and 3.   |
| Addendum #4: Attachment A                           | File      | Drawing I1500, Figures 2-1 and 2-2  |
| Addendum #3: Attachment B                           | File      | Section 01 31 13 Project Coordination   |
| Addendum #3: Attachment C                           | File      | Appendix J JRTP Effluent Data Summary   |
| Addendum #3: Attachment D                           | File      | Basis of Design Drawings  |
| Addendum #3: Attachment E                           | File      | Reference Document 1  |
| Addendum #3: Attachment F                           | File      | Reference Document 22   |
| Addendum #3: Attachment G                           | File      | Reference Document 32   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 1 of 3 | File      | Volume 1 of 3   |
| Addendum #7   | File      | Update to Davis Bacon Wage Determination  |
| Addendum #2: Attachment H                           | File      | F&R CPT-01 output   |
| Addendum #2: Attachment I                           | File      | F&R CPT-02 output   |
| Addendum #2: Attachment J                           | File      | X0110-DWG.R1 F&R Drawing No. 2 update   |
| Addendum #2   | File      | Miscellaneous updates to Volumes 2 & 3 and Clarifications   |
| Addendum #2: Attachment K                           | File      | PMI Survey – Geotech Relocation markup  |
| Addendum #8   | File      | Miscellaneous updates to Volume 1 and Price Proposal Form. NOTE: Receipt of Price Proposals date is changing. |

## 2 Price Schedule

### 2.1 Line Information

#### Retainage

|                          |            |
|--------------------------|------------|
| Retainage Attributes     | Negotiable |
| Maximum Retainage Amount | No         |
| Retainage Rate (%)       | No         |

| Line | Item, Rev  | Target Quantity (N/A) | Unit | Unit Price | Amount | Promised Date |
|------|--|-----------------------|------|------------|--------|---------------|
| 1    | GN016360: A.   |                       |      |            |        |               |
|      | Design Services  |                       |      |            |        |               |
| 2    | GN016360: B.   |                       |      |            |        |               |
|      | Builder Support During Design  |                       |      |            |        |               |
| 3    | GN016360: C.   |                       |      |            |        |               |
|      | Engineering Services During Construction   |                       |      |            |        |               |
| 4    | GN016360: D.   |                       |      |            |        |               |
|      | General Requirements, Bonds, Insurance, Mobilization, Demobilization   |                       |      |            |        |               |
| 5    | GN016360: E.   |                       |      |            |        |               |
|      | Construction (Exclusive of 'G')  |                       |      |            |        |               |
| 6    | GN016360: F.   |                       |      |            |        |               |
|      | Overhead and Profit  |                       |      |            |        |               |
| 7    | GN016360: G.   |                       |      |            |        |               |
|      | Allowance - Chemical Purchase for Process Startup (Enter \$100,000)  |                       |      |            |        |               |
| 8    | JR013400: A.   |                       |      |            |        |               |
|      | Design Services  |                       |      |            |        |               |
| 9    | JR013400: B.   |                       |      |            |        |               |
|      | Builder Support During Design  |                       |      |            |        |               |
| 10   | JR013400: C.   |                       |      |            |        |               |
|      | Engineering Services During Construction   |                       |      |            |        |               |
| 11   | JR013400: D.   |                       |      |            |        |               |
|      | General Requirements, Bonds, Insurance, Mobilization, Demobilization   |                       |      |            |        |               |
| 12   | JR013400: E.   |                       |      |            |        |               |
|      | Construction (Exclusive of 'F' and 'H')  |                       |      |            |        |               |
| 13   | JR013400: F.   |                       |      |            |        |               |
|      | Administration and Maintenance Building Construction (Inclusive of any Work within and attached to the structure; do not include site work.) |                       |      |            |        |               |

| Line | Item, Rev  | Target Quantity (N/A) | Unit | Unit Price | Amount | Promised Date |
|------|--|-----------------------|------|------------|--------|---------------|
| 14   | JR013400: G. Overhead and Profit   |                       |      |            |        |               |
| 15   | JR013400: H. Allowance - Chemical Purchase for Process Startup (Enter \$100,000) |                       |      |            |        |               |

## 2.2 Line Details

### 2.2.1 Line 1 GN016360: A. Design Services

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Eng**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

### 2.2.2 Line 2 GN016360: B. Builder Support During Design

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

### 2.2.3 Line 3 GN016360: C. Engineering Services During Construction

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

### 2.2.4 Line 4 GN016360: D. General Requirements, Bonds, Insurance, Mobilization, Demobilization

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.5 Line 5 GN016360: E. Construction (Exclusive of 'G')**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.6 Line 6 GN016360: F. Overhead and Profit**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.7 Line 7 GN016360: G. Allowance - Chemical Purchase for Process Startup (Enter \$100,000)**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.8 Line 8 JR013400: A. Design Services**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.9 Line 9 JR013400: B. Builder Support During Design**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.10 Line 10 JR013400: C. Engineering Services During Construction**Need-By Date **Not Specified**NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States****2.2.11 Line 11 JR013400: D. General Requirements, Bonds, Insurance, Mobilization, Demobilization**Need-By Date **Not Specified**NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States****2.2.12 Line 12 JR013400: E. Construction (Exclusive of 'F' and 'H')**Need-By Date **Not Specified**NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States****2.2.13 Line 13 JR013400: F. Administration and Maintenance Building Construction (Inclusive of any Work within and attached to the structure; do not include site work.)**Need-By Date **Not Specified**NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States****2.2.14 Line 14 JR013400: G. Overhead and Profit**Need-By Date **Not Specified**NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.15 Line 15 JR013400: H. Allowance - Chemical Purchase for Process Startup (Enter \$100,000)**

Need-By Date **Not Specified**

NIGP Code **Not Specified**

(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT  
1434 Air Rail Avenue  
Virginia Beach, VA  
23455  
United States**

Date: July 22, 2020

AMENDMENT/ADDENDUM NO. 5  
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 April 2020, as fully and completely as if the same were fully set forth therein.

**CHANGES TO VOLUME 1 OF 3**

- A. Supplementary Conditions, make the following changes:
1. SC-4.01, Paragraph 4.01.A, In the last sentence after the words “whichever date is earlier” ADD “, the effective date of the Notice to Proceed”.
  2. SC-6.03, Paragraph 6.03.C.8, DELETE “CG 20 32 07 04” and ADD “CG 20 32 12 19”.
  3. SC-6.03, Paragraph 6.03.C.9, Before the words “Aggregate Limits” ADD “The General”.
  4. SC-6.03, Paragraph 6.03.H, In the first sentence after the words “agents, consultants and” DELETE the words “construction subcontractors” and ADD “subcontractors, and subconsultants”.
  5. SC-6.05, Paragraph 6.05.A.4, DELETE the paragraph and ADD “Cover 12 months of expenses (soft costs that cover additional expenses associated with a loss), in the amount of \$15,000,000 or 5 percent of the hard costs, incurred in the repair or replacement of any insured property (including but not limited to costs, fees, and charges of engineers, architects, accounting, advertising, permits, interest, taxes, fees, legal, insurance premiums, etc.).”
  6. SC-6.05, Paragraph 6.05.A.5, ADD “Amend Paragraph 6.05.A.5 by adding the following to the end of the sentence: “with an applicable sublimit of \$25,000,000.””
  7. SC-6.05, Paragraph 6.05.A.6, ADD “Amend Paragraph 6.05.A.6 by adding the following to the end of the sentence: “with an applicable sublimit of \$10,000,000.””
  8. SC-6.05, Paragraph 6.05.C, DELETE the second sentence and ADD “Maximum property deductibles permitted without prior agreement with the Owner shall be \$100,000 all other perils, 2 percent of insured value for wind and hail, \$250,000 for flood, and \$100,000 for earthquake.”.

**CHANGES TO VOLUME 2 OF 3**

- A. Basis of Design Report (BODR), make the following changes:
1. DELETE text to BODR Section 1.3.2 Geotechnical Basis of Design bullet 8 (“*Static load tests for deep foundation systems shall be performed prior to installation of production members. A minimum of 1% of the deep foundation members shall be tested with a minimum of two load tests per type of deep foundation members. Testing shall include compression, lateral,*

*and tension, where applicable.*”) ADD the new paragraph below to BODR Section 1.3.2 Geotechnical Basis of Design bullet 8 as follows:

“Static load tests for each structure with deep foundation systems shall be performed prior to installation of production members (piles). Test piles cannot be incorporated into production members (piles). A minimum of 1% of the deep foundation production members or two load tests per type of deep foundation production members shall be tested, whichever is the greater of the two requirements. Testing shall include compression, lateral, and tension, where applicable.”

2. Section 3.11.6.1 Plumbing 3rd bullet after the words “*Sanitary drain*” ADD the words, “grinder pump with forcemain”.

#### **CLARIFICATIONS**

A. General Conditions:

1. 6.02, Paragraph 6.02.E: Owner is requiring the Design-Builder to ensure that all subconsultants and subcontractors carry all categories of insurance but does not specify required limits.
2. 6.03, Paragraph 6.03.C.8: The Owner, Owner’s Consultant, and Owner’s Technical Advisor will carry their own General Liability and Professional Liability coverage.

B. Supplementary Conditions:

1. SC-6.03, Paragraph 6.03.L.5: For Contractor’s Pollution Liability insurance requirements, HRSD will accept “Per Occurrence” coverage for \$2,000,000.

C. BODR:

1. The UV treatment requirement for NDMA is to achieve a 1 log reduction with all UV reactors in service at 100% lamp capacity with a UVT of 93% and a combined aging and fouling factor of 0.9. The UV system shall be designed to achieve the treatment requirements for 1,4-Dioxane, NDMA, and pathogen inactivation.

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.



## Solicitation 404776,5

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**  
 Amendment Date **22-JUL-2020 16:28:25**  
 Amendment Description **Miscellaneous updates to Volume 1 and Volume 2.**

Due Date **30-JUL-2020 11:00:00** Award Date **Not Specified**  
 Time Zone **Eastern Time**

Note **All Proposers are encouraged to attend a virtual pre-proposal conference, which will be held online on April 29, 2020 at 10:00 a.m. local time. Attendance at the pre-proposal conference shall not be mandatory for Proposers to submit a Technical Proposal or Price Proposal. The pre-proposal conference will include a review of the Project. A link to the virtual pre-proposal conference will be sent through HRSD's Online Oracle ERP system as an online discussion.**

**All Proposers are scheduled to attend a virtual individual proprietary meeting, which will be held online on May 20, 2020, with HRSD and its Owner's Consultant. Each meeting would be private, in that only 1 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. A link to the virtual pre-proposal conference will be sent through HRSD's Online Oracle ERP system as an online discussion.**

**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, 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 5 calendar days before each meeting the Proposer shall submit to the Contract Specialist, identified in Article 6.01.A, via email 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.**

**Site visits of the HRSD JRTP will be on May 28, 2020 at 8:30 a.m. or 1:00 p.m. To reinforce the Commonwealth's response to COVID-19 and in furtherance of Governor's Executive Order 55 (Temporary Stay at Home Order) minimizing in-person gatherings, site visits will be limited to 9 individuals from each Proposers team. Please refer to paragraph "Pre-Bid & Pre-Proposal Conferences, Site Visits, and other related meetings" in Attachment 1 – Copy of ERP Notification for the Centers for Disease Control and Prevention (CDC) guidelines. Please contact the Contract Specialist, identified in Article 6.01.A, to schedule a site visit. Times will be scheduled as requested on a first come basis. Site visits will be limited to a 4-hour duration from the scheduled start time. There will be no other site visits during the RFP process.**

**Interviews shall be held with each short-listed Proposer, which will be held virtually on August 19, 2020 with HRSD and its Owner's Consultant and is expected to last no longer than 2 hours. The initial 45 minutes of the interviews will be available for presentations by the Proposers. Presentations should be limited to items directly related to this Project with emphasis on qualifications, proposed services, relevant experience, and details of the Technical Proposal. The remainder of the time will be used for questions by the Committee.**

*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 **The Hampton Roads Sanitation District (HRSD) desires to contract with an experienced Design-Builder for the design, construction, and commission of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project).**

**HRSD (Owner) has reviewed Statement of Qualifications (SOQ) submitted in response to the RFQ issued on February 9, 2020 and is inviting only Design-Builders short-listed under the RFQ to submit Technical and Price Proposals in response to this RFP. Only Technical and Price Proposals from Design-Builders short-listed under the RFQ will be accepted. HRSD's Online Oracle Enterprise Resource Planning (ERP) system will not accept Technical and Price Proposals from any other Proposer.**

**A separate solicitation will be issued for the submission of Price Proposals.**

**Proposer must be aware of the Virginia Clean Water Revolving Loan Fund (VCWRLF) and the Water Infrastructure Finance and Innovation Act (WIFIA) and various Contract inserts in Volume 1 and statements have been added to the RFP.**

**Proposer must be certain to comply with the MBE/WBE requirements as stated in Article 22 of the RFP, other documents in Volume 1, and show proof of advertisement or contacts.**

Amendment Date **22-JUL-2020 16:28:25**

Amendment Description **Miscellaneous updates to Volume 1 and Volume 2.**

Due Date **30-JUL-2020 11:00:00**

Award Date **Not Specified**

Purchaser **Rice, Shannon**

Email **srice@hrsd.com**

***This is a Two-Step IFB and all responses will be evaluated in two stages - Technical and Price.***

**Note** All Proposers are encouraged to attend a virtual pre-proposal conference, which will be held online on April 29, 2020 at 10:00 a.m. local time. Attendance at the pre-proposal conference shall not be mandatory for Proposers to submit a Technical Proposal or Price Proposal. The pre-proposal conference will include a review of the Project. A link to the virtual pre-proposal conference will be sent through HRSD's Online Oracle ERP system as an online discussion.

All Proposers are scheduled to attend a virtual individual proprietary meeting, which will be held online on May 20, 2020, with HRSD and its Owner's Consultant. Each meeting would be private, in that only 1 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. A link to the virtual pre-proposal conference will be sent through HRSD's Online Oracle ERP system as an online discussion.

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, 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 5 calendar

days before each meeting the Proposer shall submit to the Contract Specialist, identified in Article 6.01.A, via email 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.

Site visits of the HRSD JRTP will be on May 28, 2020 at 8:30 a.m. or 1:00 p.m. To reinforce the Commonwealth's response to COVID-19 and in furtherance of Governor's Executive Order 55 (Temporary Stay at Home Order) minimizing in-person gatherings, site visits will be limited to 9 individuals from each Proposers team. Please refer to paragraph "Pre-Bid & Pre-Proposal Conferences, Site Visits, and other related meetings" in Attachment 1 – Copy of ERP Notification for the Centers for Disease Control and Prevention (CDC) guidelines. Please contact the Contract Specialist, identified in Article 6.01.A, to schedule a site visit. Times will be scheduled as requested on a first come basis. Site visits will be limited to a 4-hour duration from the scheduled start time. There will be no other site visits during the RFP process.

Interviews shall be held with each short-listed Proposer, which will be held virtually on August 19, 2020 with HRSD and its Owner's Consultant and is expected to last no longer than 2 hours. The initial 45 minutes of the interviews will be available for presentations by the Proposers. Presentations should be limited to items directly related to this Project with emphasis on qualifications, proposed services, relevant experience, and details of the Technical Proposal. The remainder of the time will be used for questions by the Committee.

**1.2 Terms**

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

**1.3 Requirements**

|  |                                      |
|--|--------------------------------------|
| <b>Proposer Certification</b>  | <b>Solicitation Step - Technical</b> |
| By the submission of this online Proposal, the Proposer is duly authorized to bind the company and is familiar with all requirements detailed in the Proposal Documents.<br>.....                              |                                      |
| Circle one from the response values below:<br>YES<br>NO  |                                      |
| <b>Proposer's Acknowledgements</b>   | <b>Solicitation Step - Technical</b> |
| Proposer agrees, if this Technical Proposal is accepted and the Proposer is selected to enter into an Agreement with HRSD in the form included in the RFP, subject to modification after negotiation.<br>..... |                                      |
| Circle one from the response values below:<br>Yes<br>No  |                                      |
| Proposer is aware of the Virginia Clean Water Revolving Loan Fund (VCWRLF) Program Requirements.<br>.....  |                                      |
| Circle one from the response values below:<br>Yes<br>No  |                                      |
| Proposer is aware of the Water Infrastructure Finance and Innovation Act (WIFIA) Program Requirements.<br>.....  |                                      |
| Circle one from the response values below:   |                                      |

| Proposer's Acknowledgements   | Solicitation Step - Technical |
|---|-------------------------------|
| Yes<br>No   |                               |
| Proposer is aware of the Water Quality Improvement Fund (WQIF) Grant Program Requirements.<br>..... |                               |
| Circle one from the response values below:<br>YES<br>NO   |                               |

#### 1.4 Attachments

| Name  | Data Type | Description   |
|---|-----------|---|
| Addendum #2: Attachment G                           | File      | F&R CPT-03 output   |
| Addendum #2: Attachment H                           | File      | F&R CPT-01 output   |
| Addendum #2: Attachment I                           | File      | F&R CPT-02 output   |
| Addendum #2: Attachment J                           | File      | X0110-DWG.R1 F&R Drawing No. 2 update                                       |
| Addendum #2   | File      | Miscellaneous updates to Volumes 2 & 3 and Clarifications                   |
| Addendum #2: Attachment K                           | File      | PMI Survey – Geotech Relocation markup                                      |
| Addendum #2: Attachment L                           | File      | On-Plant recharge Well electrical loads                                     |
| Addendum #2: Attachment M                           | File      | JRTP SWIFT electrical load list   |
| Addendum #2: Attachment N                           | File      | Off-plant recharge well electrical loads                                    |
| Addendum #2: Attachment O                           | File      | JRTP total plant electrical load calculation                                |
| Addendum 3  | File      | Miscellaneous updates to Volumes 1, 2, and 3.                               |
| Addendum #3: Attachment H                           | File      | Reference Document 33   |
| Addendum #3: Attachment I                           | File      | Riverview Farm Park topographic survey information                          |
| Addendum #4   | File      | Miscellaneous updates to Volumes 1, 2, and 3.                               |
| Addendum #4: Attachment A                           | File      | Drawing I1500, Figures 2-1 and 2-2  |
| Addendum #3: Attachment A                           | File      | Figure 01 50 00-3 Proposed Location of Laydown and Staging on City Property |
| Addendum #3: Attachment B                           | File      | Section 01 31 13 Project Coordination                                       |
| Addendum #3: Attachment C                           | File      | Appendix J JRTP Effluent Data Summary                                       |
| Addendum #3: Attachment D                           | File      | Basis of Design Drawings  |
| Addendum #3: Attachment E                           | File      | Reference Document 1  |
| Addendum #3: Attachment F                           | File      | Reference Document 22   |
| Addendum #3: Attachment G                           | File      | Reference Document 32   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 1 of 3 | File      | Volume 1 of 3   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 2 of 3 | File      | Volume 2 of 3   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 3 of 3 | File      | Volume 3 of 3   |
| JR SWIFT Facility & JRTP Advanced NRI Agreement     | File      | Agreement for Transfer of Digital Model Files                               |

| Name  | Data Type | Description  |
|---|-----------|--|
| for Transfer of Digital Model Fi              |           |  |
| Baseline GHG Assessment Carbon Footprint Tool | File      | Baseline GHG Assessment Carbon Footprint Tool  |
| Addendum #1                                   | File      | Updates to the RFP - Proprietary Meeting Minutes due date (match RFQ language) and Interviews are now virtual. |
| Addendum #2: Attachment A                     | File      | BODR Sections 2.4.4.1 Background and Treatment Objections and 2.4.4.2 Design Criteria                          |
| Addendum #2: Attachment B                     | File      | James River Treatment Plant Dominion Power Billing Information   |
| Addendum #2: Attachment C                     | File      | Basis of Design Drawings   |
| Addendum #2: Attachment D                     | File      | James River Treatment Plant I/O list for existing DCU-1  |
| Addendum #2: Attachment E                     | File      | Existing James River Treatment Plant arc flash study   |
| Addendum #2: Attachment F                     | File      | James River Treatment Plant list of predefined two-digit UP designations for the entire project                |
| Addendum #5                                   | File      | Miscellaneous updates to Volume 1 and 2.   |

## 2 Price Schedule

### 2.1 Line Information

#### Retainage

|                          |            |
|--------------------------|------------|
| Retainage Attributes     | Negotiable |
| Maximum Retainage Amount | No         |
| Retainage Rate (%)       | No         |

| Line  | Item, Rev | Target Quantity (N/A) | Unit | Unit Price | Amount | Promised Date |
|---|-----------|-----------------------|------|------------|--------|---------------|
| 1   |           |                       |      |            |        |               |
| For the purposes of submitting the Technical Proposal, Proposers must enter \$1. A separate solicitation will be issued for the Price Proposal. |           |                       |      |            |        |               |

### 2.2 Line Details

**2.2.1 Line 1 For the purposes of submitting the Technical Proposal, Proposers must enter \$1. A separate solicitation will be issued for the Price Proposal.**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Eng**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**



Date: July 27, 2020

AMENDMENT/ADDENDUM NO. 6  
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 April 2020, as fully and completely as if the same were fully set forth therein.

**CHANGES TO VOLUME 1 OF 3**

- A. Request for Proposals, make the following changes:
1. Coversheet, Receipt of Technical Proposals, UPDATE the date from “July 30, 2020” to “August 6, 2020”.
  2. Article 5, Paragraph 5.03.A, DELETE the last sentence.
  3. Article 5, ADD new Paragraph 5.03.C to read:

“C. Additional site visits of the HRSD JRTP will be on August 11, 2020 at 8:00 a.m. or 10:30 a.m. To reinforce the Commonwealth’s response to COVID-19 and in furtherance of Governor’s Executive Order 55 (Temporary Stay at Home Order) minimizing in-person gatherings, site visits will be limited to 9 individuals from each Proposers team. Please refer to paragraph “Pre-Bid & Pre-Proposal Conferences, Site Visits, and other related meetings” in Attachment 1 – Copy of ERP Notification for the CDC guidelines. Please contact the Contract Specialist, identified in Article 6.01.A, to schedule a site visit including attendee names and at least one phone number per group. Times will be scheduled as requested on a first come basis. Site visits will be limited to a 2-hour duration from the scheduled start time. No sampling of materials or destructive testing shall be performed during this walkthrough. There will be no other site visits during the RFP process.”.
  4. Article 7, Paragraph 7.01.3.j, DELETE the paragraph and REPLACE it with the following:

“Describe the Design-Builder’s proposed Community Commitment Plan that is aligned with HRSD’s Community Commitment Plan framework document, attached as Attachment 4 – Community Commitment Plan. Highlight areas where the Design-Builder will meaningfully provide support to the communities served by HRSD (e.g. philanthropy, community involvement, volunteerism, corporate responsibility, workforce development, mentor/protégé programming). Include a proposed timeline for plan implementation and metrics for tracking progress. The top ranked Design-Builder will finalize their proposed Community Commitment Plan in coordinator with HRSD’s Community Steering Committee prior to award of the Comprehensive Agreement.”.
  5. Article 13, Paragraph 13.01, UPDATE the date in the first sentence from “July 30, 2020” to “August 6, 2020”.

6. Article 23, Paragraph 23.01.E, UPDATE the date from “July 30, 2020” to “August 6, 2020”.
7. Article 24, ADD new Paragraph 24.04 to read:  
“24.04 Attachment 4 – Community Commitment Plan”

**ATTACHMENTS**

- A. Request for Proposals
  1. Attachment 4 – Community Commitment Plan

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.



# Community Commitment Plan

FINAL DRAFT - July 2020





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# 1 Background

The Hampton Roads Sanitation District (HRSD) Community Commitment Plan (the Plan) was generated, and is maintained and implemented, by HRSD and its business partners. This Plan serves as a road map for HRSD and our business partners to build upon HRSD’s mission, vision, and values through:

- Philanthropic efforts
- Community involvement
- Volunteerism
- Corporate responsibility
- Inclusion, Diversity, Equity, and Accessibility (IDEA) initiatives and programs
- Workforce development

## HRSD Fast Facts

### Year created

1940

### Type of agency

Political subdivision of the Commonwealth of Virginia

### Service area

18 counties and cities

### Population served

1.7 million

### Governing body

Governor-appointed commission

### Collection system

More than 500 miles of pipes, 6 to 66 inches in diameter

### Pump stations

More than 100

### Treatment plants

Nine major plants and seven smaller plants

### Combined capacity

249 million gallons a day



## 1.1 HRSD Mission

HRSD protects public health and the waters of Hampton Roads by treating wastewater effectively.

## 1.2 HRSD Vision

HRSD’s vision is for future generations to inherit clean waterways and be able to keep them clean.



### 1.3 About SWIFT

One of HRSD's major programs is the Sustainable Water Initiative for Tomorrow (SWIFT). SWIFT is an innovative water treatment project designed to further protect the region's environment, enhance the sustainability of the region's long-term groundwater supply, and help address environmental pressures such as Chesapeake Bay restoration, relative sea level rise, and saltwater intrusion.

SWIFT takes highly treated water that would otherwise be discharged into the Elizabeth, James, or York rivers and applies multiple advanced water treatment processes, which results in SWIFT Water, water that meets drinking water quality standards and is compatible with the receiving aquifer. SWIFT Water is then pumped into the Potomac Aquifer, the primary source of groundwater throughout eastern Virginia.

### 1.4 Multiple Benefits of SWIFT

There are multiple benefits of implementing SWIFT that impact the community of Hampton Roads including, but not limited to:

- **Sustainable Groundwater Source.** Aquifer depletion and decreasing pressure is due to imbalance of limited natural recharge (inflow) and unsustainable use (outflow). Modeling has shown that the Potomac Aquifer is incapable of sustaining current groundwater demand without further reductions of withdrawal or the introduction of additional supply through managed recharge. SWIFT Water will provide a sustainable source of groundwater that will improve the reliability of the region's groundwater supply.
- **Support of Chesapeake Bay Restoration.** Consistent with HRSD's mission, the SWIFT Program will protect the regional surface water environment through a significant reduction of wastewater discharge and associated nutrient and sediment loads to the rivers and Chesapeake Bay, which is the largest estuary in the United States.
- **Impact on Land Subsidence.** The lack of water pressure in the aquifer has resulted in layers of clay being compressed by the weight of soils above, and areas of land have begun to sink, which is known as land subsidence. Land subsidence exacerbates the impacts of relative sea level rise and increases susceptibility to flooding. Recharge of the Potomac Aquifer with SWIFT Water may slow, stop, or potentially reverse land subsidence caused by over-withdrawal of the aquifer. Reducing or eliminating aquifer-related land subsidence will provide coastal Virginia (Hampton Roads and beyond) additional time to adapt to sea level rise and protect valuable coastal wetlands for decades longer than currently projected.
- **Protection of the Potomac Aquifer.** Recharging the Potomac Aquifer with SWIFT Water has the potential to block saltwater intrusion into this freshwater aquifer.



- **Cost-effective nutrient management.** The reduction of nutrient and sediment loads as a result of full scale SWIFT implementation allows HRSD to provide the Hampton Roads regional Municipal Separate Storm Sewer (MS4) localities with nutrient and sediment credits sufficient to meet the balance of their Chesapeake Bay Total Maximum Daily Load (TMDL) reduction goals in the most cost-effective manner through Virginia's established nutrient trading program, thus preserving limited financial resources for use in addressing other local needs including adaptation to sea level rise and increased flooding due to more intensive storm events.

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## 2 Purpose and Goal

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### 2.1 Purpose Statement

The purpose of the Community Commitment Plan is to serve as a framework for current and future business partners in building upon HRSD's mission, vision, and values to demonstrate our collective commitment to the communities we serve and expand our positive impact now and into the future.

### 2.2 Overarching Goal

The overarching goal is to support and enable the communities within HRSD's service area through engagement in philanthropic efforts, community involvement, volunteerism, corporate responsibility, and workforce development (i.e. job training, mentor/protégé programming).

### 2.3 Planned Use

HRSD is requesting that our current and future business partners develop and implement individual Community Commitment Plans. Each business partner's plan will be incorporated into HRSD's Plan. The Plan is a living document that will grow and change with new business partners and new opportunities. The Plan will be maintained through the duration of the SWIFT Full Scale Implementation program. It is expected that the Plan will be incorporated into HRSD's business practices beyond the SWIFT program where opportunities develop.



## 3 Steering Committee

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### 3.1 Role

HRSD formed a Community Commitment Steering Committee to execute the following responsibilities:

- Review and approve changes to the Plan
- Review new and updated individual Plans proposed by business partners and provide feedback and suggestions, if needed
- Review a combined quarterly summary report of all business partner activities relative to their individual Plan
- Highlight and amplify business partner successes, as applicable

### 3.2 Members

- Ted Henifin, General Manager
- Leila Rice, Director of Communications
- Lacie Wever, Community Outreach and Education Specialist
- Dorissa Pitts-Paige, Human Resources Business Partner
- Amy Murphy, Chief of Procurement
- Mike Martin, Chief of Pretreatment & Pollution Prevention
- Lauren Zuravnsky, Chief of Design & Construction - SWIFT

### 3.3 External Support

HRSD is using a program management structure to execute the SWIFT Full Scale Implementation Program and, in 2018, competitively selected AECOM, with one major partner, Hazen and Sawyer, to provide program management services. AECOM and partners will continue to support HRSD with maintenance and implementation of this Plan.



## 4 Community Commitment Pillars and Objectives

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### 4.1 Diversity and Inclusion

Diversity brings a richness to any organization as different perspectives bring creativity, innovation and deeper understanding of the world in which we live. HRSD is striving to build a truly diverse workforce that represents the communities we serve. We want to ensure our culture is inclusive, open, and that it encourages freedom to grow for everyone who works here. It is HRSD's intent that encouraging diversity and inclusion is an overarching commitment that will permeate all pillars.

### 4.2 Pillars

HRSD is committed to engaging the communities it serves through philanthropy, community involvement, supporting Inclusion, Diversity, Equity, and Accessibility (IDEA) programs, volunteerism, corporate responsibility, and workforce development. The following priorities will serve as the pillars for individual business partner Community Commitment Plans. Each of these priorities connects to HRSD's mission and vision, but also goes above and beyond the benefits HRSD already contributes towards the protection of the environment and public health by treating wastewater effectively.

**Environmental stewardship** – HRSD's commitment to cleaning water and protecting the waters of Hampton Roads with the overall outcome of improved public and environmental health

**Economic development** – HRSD's commitment to investment in the local economy through programming that supports growth of Disadvantaged Business Enterprise (DBE) and Small, Women-owned, and Minority-owned (SWaM) businesses and efforts to hire within the HRSD Service Area with a specific focus on Black-owned businesses and businesses owned by other people of color proportional to the populations of the communities HRSD serves.

**Growth of the industry through education** – HRSD's commitment to helping educate the next generation, including STEM opportunities for K-12 students.

**Workforce development** – HRSD's commitment to developing a skilled, diverse, and sustainable workforce of wastewater treatment and public utility professionals through job training and mentor/protégé programming.

**An equitable water future** - Water shapes economic growth, the environment, and the very social fabric of our communities. Ensuring that all people have access to safe, reliable, and affordable water and wastewater systems is the cornerstone of a sustainable and prosperous nation.

**Support of community basic needs** – HRSD's commitment to supporting the sanitation needs of our community.



## 5 HRSD's Community Commitments

### 5.1 Existing Public Education Initiatives and Programs

HRSD supports public education programs on topics directly related to wastewater treatment, including those listed in Table 5-1.

**Table 5-1. Public Education Programs**

- **Boater education** and year-round pump-out program
- **Facility tours** for school groups and civic organizations and interested citizens
- **My Flush Counts** campaign to educate the public about the appropriate way to dispose of medications



Tours of the HRSD SWIFT Research Center are available as school field trips.



HRSD provides classroom resources for teachers and students of all ages.

HRSD, as an organization, is currently engaged in multiple programs that align with the priority pillars (described in Section 4), including the programs highlighted in the following sections.



## 5.2 Environmental Stewardship

HRSD helps Hampton Roads communities through promotion of and participation in the following environmental stewardship initiatives and programs:

- (a) **askHRgreen** – partnering to educate, engage, and motivate citizens to make good environmental choices for a cleaner, greener Hampton Roads
- (b) **Catch the King** – leveraging citizen science to aid in GPS flood data collection throughout coastal Virginia
- (c) **Elizabeth River Project** – cleaning up the Elizabeth River through education and restoration projects
- (d) **RIVERFest** – a free outdoor festival hosted by the Elizabeth River Project to create excitement, understanding, and community involvement in the restoration of the environmental health of the Elizabeth River
- (e) **Nansemond River Preservation Alliance** – raising public awareness and encourage environmental stewardship of the Nansemond River, Chuckatuck Creek, Bennett's Creek and their tributaries and wetlands
- (f) **Oyster population restoration projects** – moving toward a measurable increase in oyster populations, indicating a thriving and robust species rebound
- (g) A new pharmaceutical drug take-back program initiated by HRSD



HRSD employees participate in oyster population restoration projects.



HRSD has an annual presence at the Elizabeth River Project's RIVERFest creating excitement about the restoration of the environmental health of the Elizabeth River.

## 5.3 Economic Development

HRSD continues to support development of the local economy through:

- (a) Outreach to local, Virginia, and North Carolina DBE and SWaM business development organizations to encourage participation in opportunities advertised through HRSD's Procurement and Engineering Departments.



- (b) Encourage professional services firms and teams responding to Engineering Department Requests for Proposals to incorporate meaningful participation of DBE and SWaM businesses within their organizational structure.
- (c) HRSD Environmental Improvement Fund Grant for government agencies, nonprofit organizations, or educational institutions for projects that benefit the receiving waters or residents of the HRSD services area.

#### **5.4 Growth of the Industry through Education**

HRSD helps to educate the next generation through supporting STEM education, including:

- (a) Providing classroom resources for teachers and students of all ages
- (b) Curriculum-sharing with eMediaVA – WHRO’s Environmental Education program
- (c) Annual disbursement of educational grants through the Hampton Roads Foundation to students pursuing college and/or post-graduate education in sustainability, conservation, environmental sciences, marine sciences, hydrology, engineering or any other related field
- (d) Partners in Education, Virginia Beach City Public Schools

#### **5.5 Workforce development**

HRSD helps to develop a skilled, diverse, and sustainable workforce of wastewater treatment and public utility professionals through:

- (a) HRSD’s Apprenticeship Program
- (b) Hampton Roads Public Works Academy - subject matter experts for local VoTech schools and high school internships
- (c) Business Advisory Council Suffolk Public Schools Career and Technical Education
- (d) Supporting career outreach events including:
  - (1) Local HS Career Events
  - (2) Newport News Public Schools Career Pathways-Denbigh Early Childhood Center Career Day
  - (3) Suffolk Public Schools Non-Traditional Careers Event
  - (4) Suffolk Public Schools Career and Technical Education Career Event
  - (5) Local College/University Affinity Club and Career Events
  - (6) LGBTQ Career Event
  - (7) Recruiting from HBCU’s job postings/ participating in career events
  - (8) Federal TRIO Programs such as Talent Search





- (9) Selecta Hispanic Career Event
- (10) Department of Social Services Career Events
- (11) WEF InFlow Program
- (12) VA Career Works
- (13) Newport News Annual Community Empowerment Fair

(e) Maintaining connections with organizations such as:

- (1) Virginia Employment Commission
- (2) New Horizons Electrical Apprenticeship Program
- (3) Employer Advisory Board (EAB)-Mid-Atlantic Fleet and Family Support Centers
- (4) VA Peninsula Chamber of Commerce-My Future My Journey
- (5) Virginia Department of Aging and Rehabilitative Services (DARS)
- (6) The Cooperating Hampton Roads Organization for Minorities in Engineering (CHROME)
- (7) National Society for Black Engineers (NSBE)
- (8) Society for Hispanic Professional Engineers (SHPE)
- (9) Society for Women Engineers (SWE)
- (10) AMIE (Advancing Minorities Interest in Engineering)
- (11) Asian American Festival

(f) Supporting local college programs:

- (1) Offering college level internships for local students
- (2) MegaGenesis-Tidewater's College Readiness Program
- (3) Hampton University Day of Giving Sponsorship
- (4) Hampton University Day of Caring
- (5) Norfolk State University Spartan Prep Academy

## **5.6 Equitable water future and support of community basic needs**

H2O (Help to Others) partnership with Hampton Roads Planning District Commission and the Salvation Army facilitates donations to help local families who cannot afford their water bill due to crises beyond their control.

## **5.7 HRSD Philanthropy Policy and Employee Engagement**

HRSD maintains a Philanthropy Policy which states that "HRSD recognizes the benefits of giving back to the communities we serve. As such, employees are encouraged to support organizations and causes that make our communities better places to live and improve the welfare of the citizens of our region." As a public



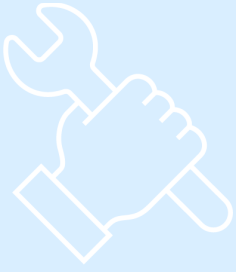
agency, organizational support of philanthropic agencies and events must be aligned with the HRSD mission and vision and meet the following basic criteria:

- Must be a non-profit 501 (c) 3 organization as recognized by the IRS
- Cannot be directly affiliated with a religious organization
- Cannot be political
- Does not promote or provoke controversy

A separate HRSD committee, as appointed by the General Manager, meets periodically to review HRSD's philanthropic program and to review and recommend philanthropic partners and HRSD sponsored events.

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## 6 Business Partner Engagement

### 6.1 HRSD Business Partnerships

HRSD has hundreds of contracts in place for construction, engineering, operations, laboratory services, information technology, and other types of goods and services. HRSD's Capital Improvement Program (CIP) addresses infrastructure expansions, repairs, and facilities upgrades as well as innovative processes for treating biosolids, and infrastructure improvements aimed at reducing the frequency and severity of sanitary sewer overflows (SSOs).



As one of HRSD's SWIFT business partners, AECOM formed a multi-organization team to participate in the Foodbank of Southeastern Virginia and the Eastern Shore's CANstruction event in 2019.

Our business partners are key participants in the overall community commitment initiatives by supporting existing community involvement opportunities—or creating new ones—that are in line with the overarching goal of this Plan. All major professional services, engineering, and construction firms contracted to support the full-scale implementation of SWIFT as expected to develop individual Community Commitment Plans.

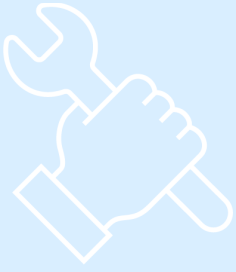
We value our business partners for the services they provide in support of HRSD's vision that future generations will inherit clean waterways and be able to keep them clean.

### 6.2 Development During Procurement

It is expected that relevant SWIFT procurement documents (Requests for Proposals (RFP) and Requests for Qualifications (RFQ)) will request that interested proposers describe a proposed Community Commitment Plan that is aligned with HRSD's Mission and Vision and this framework document. The proposed individual plan should include:

- Specific activities to support communities in the HRSD service area beyond contracted work
- Timeline for involvement spanning the duration of the relevant contract
- Metrics for tracking progress toward reaching the individual plan commitments

The Plan may include both existing and future activities and may include participation in the activities and partnerships identified in this plan alongside HRSD.



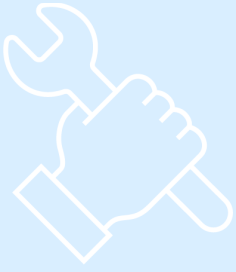
The selection committee associated with each procurement will review the proposed Plan and, if required to, provide an associated evaluation score. Once the selection committee has completed the selection process, a top ranked proposer is determined based on a pre-determined and comprehensive evaluation protocol.

The Community Commitment Plan proposed by the top ranked team (or firm) will then be reviewed by the Community Commitment Steering Committee. The Steering Committee will provide feedback and, if necessary, guidance to the proposing team. It is expected that an approvable individual Community Commitment Plan will be finalized prior to requesting Commission approval of a contract with the top ranked proposer.

The Steering Committee will only review and approve the individual Community Commitment Plan developed by the top ranked proposed with which the Director of Engineering, or their designated representative, is negotiating.

### **6.3 Reporting Progress**

Business partners will be expected to report monthly on the progress completed towards the commitments within their Plan. See Section 8.



## 7 Tactics for Implementation

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HRSD expects that our business partners will develop individual Community Commitment Plans that reflect the capabilities and relevant areas of influence of the individual business partner and includes support of existing opportunities or creation of new opportunities that are in line with the overarching goal of this Plan.

The following example tactics are included for consideration.

### 7.1 Environmental Stewardship Examples

Development of new projects including oyster gardens, ecosystem restoration (living shoreline), rain gardens at job sites or contracting firm offices, Elizabeth River Project River Star participation

### 7.2 Economic Development Examples

Use of local workforce (HRSD Service Area), local suppliers, and vendors

### 7.3 Growth of the Industry through Education Examples

Development and distribution of STEM opportunities for K-12 students

### 7.4 Workforce development examples

Partnerships and programs that support outreach, student services, training, job placement, internships, mentorships, and career exploration for individuals with disadvantaged backgrounds, low income individuals, underrepresented minorities, first generation college students, individual with disabilities and veterans preferably in the STEM and/or the skilled trades fields

### 7.5 Equitable water future examples

Support of programs that provide access to safe, reliable, and affordable water and wastewater systems for all people

### 7.6 Support of community basic needs examples

Participating in United Way's campaign goals for aiding the local community



## 8 Reporting

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### 8.1 Communications Coordination and Messaging

All public relations opportunities, media relations, and social media messaging related to HRSD projects are led exclusively by HRSD's Communications Department. The Community Commitment Plan provides our business partners with opportunities to work with HRSD's Communications Department which encourages collaboration and regularly works with our business partners.

### 8.2 Monthly

Business partners shall report on their activities and progress in relationship to proposed metrics on a monthly basis.

Monthly reports shall clearly state individual Plan metrics and goals and provide a narrative of activities conducted over the past month and cumulative progress.

### 8.3 Quarterly

HRSD shall develop a quarterly summary of all HRSD and business partner activity for review by the Steering Committee.

### 8.4 Annually

At the Steering Committee's direction, HRSD shall develop and make available an annual summary of all business partner activity, progress towards proposed metrics, and highlight successful partners.



## 9 Schedule

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### 9.1 Update Interval

This Plan will be revisited and updated as needed on not less than an annual basis.

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## Solicitation 404776,6

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**  
 Amendment Date **28-JUL-2020 09:18:12**  
 Amendment Description **Updates to the RFP including Receipt of Technical Proposals date has been changed. Also, the Note section in ERP was updated.**

Due Date **06-AUG-2020 11:00:00** Award Date **Not Specified**  
 Time Zone **Eastern Time**

Note **Additional site visits of the HRSD JRTP will be on August 11, 2020 at 8:00 a.m. or 10:30 a.m. To reinforce the Commonwealth's response to COVID-19 and in furtherance of Governor's Executive Order 55 (Temporary Stay at Home Order) minimizing in-person gatherings, site visits will be limited to 9 individuals from each Proposers team. Please refer to paragraph "Pre-Bid & Pre-Proposal Conferences, Site Visits, and other related meetings" in Attachment 1 – Copy of ERP Notification for the CDC guidelines. Please contact the Contract Specialist, identified in Article 6.01.A, to schedule a site visit including attendee names and at least one phone number per group. Times will be scheduled as requested on a first come basis. Site visits will be limited to a 2-hour duration from the scheduled start time. No sampling of materials or destructive testing shall be performed during this walkthrough. There will be no other site visits during the RFP process.**

**Interviews shall be held with each short-listed Proposer, which will be held virtually on August 19, 2020 with HRSD and its Owner's Consultant and is expected to last no longer than 2 hours. The initial 45 minutes of the interviews will be available for presentations by the Proposers. Presentations should be limited to items directly related to this Project with emphasis on qualifications, proposed services, relevant experience, and details of the Technical Proposal. The remainder of the time will be used for questions by the Committee.**

*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.

**Table of Contents**

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## 1 Header Information

### 1.1 General Information

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**  
 Description **The Hampton Roads Sanitation District (HRSD) desires to contract with an experienced Design-Builder for the design, construction, and commission of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project).**

**HRSD (Owner) has reviewed Statement of Qualifications (SOQ) submitted in response to the RFQ issued on February 9, 2020 and is inviting only Design-Builders short-listed under the RFQ to submit Technical and Price Proposals in response to this RFP. Only Technical and Price Proposals from Design-Builders short-listed under the RFQ will be accepted. HRSD's Online Oracle Enterprise Resource Planning (ERP) system will not accept Technical and Price Proposals from any other Proposer.**

**A separate solicitation will be issued for the submission of Price Proposals.**

**Proposer must be aware of the Virginia Clean Water Revolving Loan Fund (VCWRLF) and the Water Infrastructure Finance and Innovation Act (WIFIA) and various Contract inserts in Volume 1 and statements have been added to the RFP.**

**Proposer must be certain to comply with the MBE/WBE requirements as stated in Article 22 of the RFP, other documents in Volume 1, and show proof of advertisement or contacts.**

Amendment Date **28-JUL-2020 09:18:12**

Amendment Description **Updates to the RFP including Receipt of Technical Proposals date has been changed. Also, the Note section in ERP was updated.**

Due Date **06-AUG-2020 11:00:00**

Award Date **Not Specified**

Purchaser **Rice, Shannon**

Email **srice@hrsd.com**

***This is a Two-Step IFB and all responses will be evaluated in two stages - Technical and Price.***

**Note** Additional site visits of the HRSD JRTP will be on August 11, 2020 at 8:00 a.m. or 10:30 a.m. To reinforce the Commonwealth's response to COVID-19 and in furtherance of Governor's Executive Order 55 (Temporary Stay at Home Order) minimizing in-person gatherings, site visits will be limited to 9 individuals from each Proposers team. Please refer to paragraph "Pre-Bid & Pre-Proposal Conferences, Site Visits, and other related meetings" in Attachment 1 – Copy of ERP Notification for the CDC guidelines. Please contact the Contract Specialist, identified in Article 6.01.A, to schedule a site visit including attendee names and at least one phone number per group. Times will be scheduled as requested on a first come basis. Site visits will be limited to a 2-hour duration from the scheduled start time. No sampling of materials or destructive testing shall be performed during this walkthrough. There will be no other site visits during the RFP process.

Interviews shall be held with each short-listed Proposer, which will be held virtually on August 19, 2020 with HRSD and its Owner's Consultant and is expected to last no longer than 2 hours. The initial 45 minutes of the interviews will be available for presentations by the Proposers. Presentations should be limited to items directly related to this Project with emphasis on qualifications, proposed services, relevant experience, and details of the Technical Proposal. The remainder of the time will be used for questions by the Committee.



**1.2 Terms**

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA 23455**  
**United States**

Payment Terms **Net 30**  
 FOB **Destination**

Bill-To Address **Accounts Payable**  
**PO BOX 5915**  
**Virginia Beach, VA 23471-0915**  
**United States**

Carrier **Best Way**  
 Freight Terms **No Freight Terms Apply**

**1.3 Requirements**

| <b>Proposer Certification</b>   | <b>Solicitation Step - Technical</b> |
|---|--------------------------------------|
| By the submission of this online Proposal, the Proposer is duly authorized to bind the company and is familiar with all requirements detailed in the Proposal Documents.<br>.....<br>Circle one from the response values below:<br>YES<br>NO                              |                                      |
| <b>Proposer's Acknowledgements</b>  | <b>Solicitation Step - Technical</b> |
| Proposer agrees, if this Technical Proposal is accepted and the Proposer is selected to enter into an Agreement with HRSD in the form included in the RFP, subject to modification after negotiation.<br>.....<br>Circle one from the response values below:<br>Yes<br>No |                                      |
| Proposer is aware of the Virginia Clean Water Revolving Loan Fund (VCWRLF) Program Requirements.<br>.....<br>Circle one from the response values below:<br>Yes<br>No  |                                      |
| Proposer is aware of the Water Infrastructure Finance and Innovation Act (WIFIA) Program Requirements.<br>.....<br>Circle one from the response values below:<br>Yes<br>No  |                                      |
| Proposer is aware of the Water Quality Improvement Fund (WQIF) Grant Program Requirements.<br>.....<br>Circle one from the response values below:<br>YES<br>NO  |                                      |

**1.4 Attachments**

| Name   | Data Type | Description  |
|--|-----------|--|
| JR SWIFT Facility & JRTP Advanced NRI Agreement for Transfer of Digital Model Fi | File      | Agreement for Transfer of Digital Model Files  |
| Baseline GHG Assessment Carbon Footprint Tool                                    | File      | Baseline GHG Assessment Carbon Footprint Tool  |
| Addendum #1  | File      | Updates to the RFP - Proprietary Meeting Minutes due date (match RFQ language) and Interviews are now virtual. |
| Addendum #2: Attachment A  | File      | BODR Sections 2.4.4.1 Background and Treatment Objections and 2.4.4.2 Design Criteria                          |
| Addendum #2: Attachment B  | File      | James River Treatment Plant Dominion Power   |

| Name  | Data Type | Description   |
|---|-----------|---|
|   |           | Billing Information   |
| Addendum #2: Attachment C                           | File      | Basis of Design Drawings  |
| Addendum #2: Attachment D                           | File      | James River Treatment Plant I/O list for existing DCU-1   |
| Addendum #2: Attachment E                           | File      | Existing James River Treatment Plant arc flash study  |
| Addendum #2: Attachment F                           | File      | James River Treatment Plant list of predefined two-digit UP designations for the entire project                               |
| Addendum #5   | File      | Miscellaneous updates to Volume 1 and 2.  |
| Addendum #6   | File      | Updates to the RFP including Receipt of Technical Proposals date has been changed. Also, the Note section in ERP was updated. |
| JR SWIFT Facility & JRTP Advanced NRI Volume 3 of 3 | File      | Volume 3 of 3   |
| Addendum #2: Attachment G                           | File      | F&R CPT-03 output   |
| Addendum #2: Attachment H                           | File      | F&R CPT-01 output   |
| Addendum #2: Attachment I                           | File      | F&R CPT-02 output   |
| Addendum #2: Attachment J                           | File      | X0110-DWG.R1 F&R Drawing No. 2 update   |
| Addendum #2   | File      | Miscellaneous updates to Volumes 2 & 3 and Clarifications   |
| Addendum #2: Attachment K                           | File      | PMI Survey – Geotech Relocation markup  |
| Addendum #2: Attachment L                           | File      | On-Plant recharge Well electrical loads   |
| Addendum #2: Attachment M                           | File      | JRTP SWIFT electrical load list   |
| Addendum #2: Attachment N                           | File      | Off-plant recharge well electrical loads  |
| Addendum #2: Attachment O                           | File      | JRTP total plant electrical load calculation  |
| Addendum 3  | File      | Miscellaneous updates to Volumes 1, 2, and 3.   |
| Addendum #3: Attachment H                           | File      | Reference Document 33   |
| Addendum #3: Attachment I                           | File      | Riverview Farm Park topographic survey information  |
| Addendum #4   | File      | Miscellaneous updates to Volumes 1, 2, and 3.   |
| Addendum #4: Attachment A                           | File      | Drawing I1500, Figures 2-1 and 2-2  |
| Addendum #3: Attachment A                           | File      | Figure 01 50 00-3 Proposed Location of Laydown and Staging on City Property   |
| Addendum #3: Attachment B                           | File      | Section 01 31 13 Project Coordination   |
| Addendum #3: Attachment C                           | File      | Appendix J JRTP Effluent Data Summary   |
| Addendum #3: Attachment D                           | File      | Basis of Design Drawings  |
| Addendum #3: Attachment E                           | File      | Reference Document 1  |
| Addendum #3: Attachment F                           | File      | Reference Document 22   |
| Addendum #3: Attachment G                           | File      | Reference Document 32   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 1 of 3 | File      | Volume 1 of 3   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 2 of 3 | File      | Volume 2 of 3   |

## 2 Price Schedule

### 2.1 Line Information

#### Retainage

|                          |            |
|--------------------------|------------|
| Retainage Attributes     | Negotiable |
| Maximum Retainage Amount | No         |
| Retainage Rate (%)       | No         |

| Line  | Item, Rev | Target Quantity (N/A) | Unit | Unit Price | Amount | Promised Date |
|---|-----------|-----------------------|------|------------|--------|---------------|
| 1   |           |                       |      |            |        |               |
| For the purposes of submitting the Technical Proposal, Proposers must enter \$1. A separate solicitation will be issued for the Price Proposal. |           |                       |      |            |        |               |

### 2.2 Line Details

**2.2.1 Line 1 For the purposes of submitting the Technical Proposal, Proposers must enter \$1. A separate solicitation will be issued for the Price Proposal.**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Eng**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

Date: September 22, 2020

AMENDMENT/ADDENDUM NO. 7 (ERP # 404776-2,1)  
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 April 2020, as fully and completely as if the same were fully set forth therein.

**CHANGES TO VOLUME 1 OF 3**

- A. Virginia Clean Water Revolving Loan Fund Requirements, make the following change:
  - 1. REPLACE Wage Determination Attachment #4 with the attached.
- B. Water Infrastructure Finance and Innovation Act Requirements, make the following change:
  - 1. REPLACE Appendix G – Davis Bacon Wage Rate Determination with the attached.

**ATTACHMENTS**

- A. Virginia Clean Water Revolving Loan Fund Requirements
  - 1. Wage Determination Attachment #4
- B. Water Infrastructure Finance and Innovation Act Requirements
  - 1. Appendix G – Davis Bacon Wage Rate Determination

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.

WAGE DETERMINATION ATTACHMENT #4

"General Decision Number: VA20200053 05/22/2020

Superseded General Decision Number: VA20190053

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

County: Newport News\* County in Virginia.

\*INDEPENDENT CITY

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 01/10/2020       |
| 2                   | 04/10/2020       |
| 3                   | 05/22/2020       |

ELEC1340-007 01/01/2020

|                  | Rates    | Fringes  |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 28.75 | 2%+13.61 |

\* IRON0079-007 05/01/2020

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 26.18 | 16.37   |

PLUM0110-002 11/01/2019

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 29.22 | 16.98   |

WAGE DETERMINATION ATTACHMENT #4

SUVA2010-054 09/03/2010

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER.....                    | \$ 21.57 | 3.74    |
| CEMENT MASON/CONCRETE FINISHER... | \$ 19.00 | 3.83    |
| FORM WORKER.....                  | \$ 17.00 |         |
| IRONWORKER, REINFORCING.....      | \$ 22.45 | 11.85   |
| LABORERS                          |          |         |
| Common or General.....            | \$ 10.50 | 1.53    |
| Flagger.....                      | \$ 7.39  | 0.20    |
| Landscape.....                    | \$ 10.00 |         |
| Pipelayer.....                    | \$ 13.88 | 1.32    |
| POWER EQUIPMENT OPERATOR:         |          |         |
| Backhoe.....                      | \$ 17.61 | 2.57    |
| Bobcat/Skid Loader.....           | \$ 11.40 |         |
| Bulldozer.....                    | \$ 42.50 | 1.47    |
| Crane (Tower).....                | \$ 23.29 | 6.02    |
| Crane.....                        | \$ 23.38 |         |
| Excavator.....                    | \$ 19.27 | 7.28    |
| Loader.....                       | \$ 15.00 | 1.75    |
| Mechanic.....                     | \$ 26.78 | 6.32    |
| Trackhoe.....                     | \$ 12.75 | 1.24    |
| Tugboat.....                      | \$ 19.00 |         |
| TRUCK DRIVER, Includes All        |          |         |
| Dump Trucks.....                  | \$ 14.33 | 3.58    |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

## WAGE DETERMINATION ATTACHMENT #4

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

WAGE DETERMINATION ATTACHMENT #4

negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"



# WAGE DETERMINATION ATTACHMENT #4

Appendix G - Davis Bacon Wage Rate Determination

"General Decision Number: VA20200053 05/22/2020

Superseded General Decision Number: VA20190053

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

County: Newport News\* County in Virginia.

\*INDEPENDENT CITY

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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|---------------------|------------------|
| 0                   | 01/03/2020       |
| 1                   | 01/10/2020       |
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ELEC1340-007 01/01/2020

|                  | Rates    | Fringes  |
|------------------|----------|----------|
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|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
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PLUM0110-002 11/01/2019

|                         | Rates    | Fringes |
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Appendix G - Davis Bacon Wage Rate Determination

SUVA2010-054 09/03/2010

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
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| IRONWORKER, REINFORCING.....      | \$ 22.45 | 11.85   |
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| Common or General.....            | \$ 10.50 | 1.53    |
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| POWER EQUIPMENT OPERATOR:         |          |         |
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## Appendix G - Davis Bacon Wage Rate Determination

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Appendix G - Davis Bacon Wage Rate Determination

negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

## Appendix G - Davis Bacon Wage Rate Determination

**Solicitation 404776-2,1**

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**  
Amendment Date **22-SEP-2020 10:13:25**  
Amendment Description **Update to Davis Bacon Wage Determination**

Due Date **30-SEP-2020 11:00:00** Award Date **Not Specified**  
Time Zone **Eastern Time**

Note **Fill out the pricing information in ERP and attach the completed Price Proposal Alternates Form with your response.**

*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.

## Table of Contents

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**1 Header Information**

**1.1 General Information**

Title **JR SWIFT Facility (GN016360) and JRTP Advanced NRI (JR013400)**  
 Description **The Hampton Roads Sanitation District (HRSD) desires to contract with an experienced Design-Builder for the design, construction, and commission of 2 capital projects: JAMES RIVER SWIFT FACILITY (GN016360) and JAMES RIVER TREATMENT PLANT ADVANCED NUTRIENT REDUCTION IMPROVEMENTS (JR013400) (Project).**

**HRSD (Owner) has reviewed Statement of Qualifications (SOQ) submitted in response to the RFQ issued on February 9, 2020 and is inviting only Design-Builders short-listed under the RFQ to submit Technical and Price Proposals in response to this RFP. Only Technical and Price Proposals from Design-Builders short-listed under the RFQ will be accepted. HRSD's Online Oracle Enterprise Resource Planning (ERP) system will not accept Technical and Price Proposals from any other Proposer.**

Amendment Date **22-SEP-2020 10:13:25**  
 Amendment Description **Update to Davis Bacon Wage Determination**

Due Date **30-SEP-2020 11:00:00** Award Date **Not Specified**  
 Purchaser **Rice, Shannon**  
 Email **srice@hrsd.com**

*This is a Two-Step IFB and all responses will be evaluated in two stages - Technical and Price.*

**Note** Fill out the pricing information in ERP and attach the completed Price Proposal Alternates Form with your response.

**1.2 Terms**

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

**1.3 Requirements**

| <b>Defined Terms</b>  | <b>Solicitation Step - Price</b> |
|---|----------------------------------|
| Terms used in this Price Proposal Form have the meanings indicated in the Request for Proposals (RFP), General Conditions, and Supplementary Conditions.<br>.....   |                                  |
| <b>Type No Response Required</b>  |                                  |
| Terms with initial capital letters in the Price Proposal Form include references to identified articles and paragraphs, and the titles of other documents or forms.<br>.....  |                                  |
| <b>Type No Response Required</b>  |                                  |
| <b>Price Proposal Recipient</b>   | <b>Solicitation Step - Price</b> |
| The Proposer shall submit the Price Proposal electronically through HRSD's Online Oracle ERP system and when adding the attachment use Category; From Supplier: Price Proposal Attachment Only (Commercial).<br>..... |                                  |
| <b>Type No Response Required</b>  |                                  |
| The Proposer proposes and agrees, if the Price Proposal is accepted, to enter into an Agreement with HRSD in the form included in the Proposal Documents to perform all Work as specified or indicated in the         |                                  |

|  |                                  |
|--|----------------------------------|
| <b>Price Proposal Recipient</b>  | <b>Solicitation Step - Price</b> |
| <p>Proposal Documents for a price not to exceed the Contract Cost Limit (CCL) and within the times indicated in the Agreement and in accordance with the Proposal Documents.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>The Proposer further agrees that the final Total Contract Price shall be less than or equal to the CCL, unless HRSD directs or accepts a proposed change to the basis of design specified in the Conceptual Documents.</p> <p>.....</p>   |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <b>Proposer's Acknowledgements</b>   | <b>Solicitation Step - Price</b> |
| <p>Proposer accepts all the terms and conditions of the RFP.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>The Price Proposal will remain subject to acceptance for 90 days after the date specified in the RFP for receipt of Proposals, or for such longer period of time that Proposer may agree to in writing, upon request of HRSD.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>Proposer will acknowledge the Agreement and will furnish the required contract security and other required documents within the time periods set forth in the Proposal Documents.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <b>Proposer's Representation</b>   | <b>Solicitation Step - Price</b> |
| <p>Proposer's Representations: It is the responsibility of each Proposer before submitting a Proposal to:</p> <p>.....</p>   |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>Examine and carefully study the Proposal Documents, and any data reference items identified in the Proposal Documents and issued Addenda, if any.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>Become familiar with and satisfy itself to all Laws and Regulations that may affect cost, progress and performance of the Work.</p> <p>.....</p>  |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the RFP or Supplementary Conditions, especially with respect to the Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the RFP or Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.</p> <p>.....</p>                         |                                  |
| <p>Type <b>No Response Required</b></p>  |                                  |
| <p>Consider the information known to Proposer itself; information commonly known to the Construction Subcontractors and Project Design Professionals doing business in the locality of the Site; information and observations obtained for visits to the Site; the Proposal Documents; and the Site-related reports and drawings identified in the Proposal Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (3) Proposer's safety precautions and programs.</p> |                                  |

| <b>Proposer's Representation</b>   | <b>Solicitation Step - Price</b> |
|--|----------------------------------|
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Proposal no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Proposal for performance of the Work at the price and within the times required, and in accordance with the other terms and conditions of the Proposal Documents.   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Become aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Proposal Documents.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Promptly submit an online discussion through HRSD's Online Oracle ERP system as a written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer discovers in the Proposal Documents and confirm that the written resolution is acceptable to Proposer.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Determine that the Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Agree that the submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, that without exception the Proposal and all prices are premised upon performing and furnishing the Work required by the Proposal Documents.  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| Proposer does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986, in accordance with section 2.2-4311.1 of the Code of Virginia.   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| <b>Proposer's Certifications</b>   |                                  |
| <b>Solicitation Step - Price</b>   |                                  |
| Proposer's Certifications : The Proposer certifies that:   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposer has not directly and indirectly induced or solicited any other Proposer to submit a false or sham Proposal;   |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and  |                                  |
| .....  |                                  |
| <b>Type No Response Required</b>   |                                  |
| The Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Section: (1) corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution; (2) fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process or in the Contract execution to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and |                                  |

|   |                                  |
|---|----------------------------------|
| <b>Proposer's Certifications</b>  | <b>Solicitation Step - Price</b> |
| open competition; (3) collusive practice means a scheme or arrangement between two or more Proposers, with or without knowledge of Owner, a purpose of which to establish Bid or Contract prices at artificial, non-competitive levels; and (4) coercive practice means harming or threatening to harm, directly or indirectly, persons of their property to influence their participation in the bidding process or in the Contract execution. |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Basis of Price Proposal</b>  | <b>Solicitation Step - Price</b> |
| This Price Proposal shall serve as the CCL as defined in the Supplementary Conditions.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Proposer will complete the Work in accordance with the Proposal Documents.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| The basis of the Price Proposal will be considered irregular and maybe rejected if HRSD determines that any of the items are significantly unbalanced to the potential detriment of HRSD.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| The cost of alternates will not be included in the CCL during the selection process and will not be reflected in the evaluation of the Price Proposal.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Time of Completion</b>   | <b>Solicitation Step - Price</b> |
| Proposer agrees that the Work will be substantially completed and ready for final payment in accordance of Paragraph 14.06 of the General Conditions on or before the dates or within the number calendar days indicated in the Agreement.  |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.   |                                  |
| .....   |                                  |
| Type <b>No Response Required</b>  |                                  |
| <b>Project Funding</b>  | <b>Solicitation Step - Price</b> |
| Proposer needs to verify and confirm that they are utilizing the latest Davis Bacon Wage Rates prior to submitting the CCL.   |                                  |
| .....   |                                  |
| Circle one from the response values below:<br>No<br>Yes   |                                  |
| <b>Design-Builder Acknowledgements</b>  | <b>Solicitation Step - Price</b> |
| Design-Builder agrees, if this Price Proposal is accepted and the Design-Builder is selected to enter into an Agreement with HRSD in the form included in the Request for Proposals, subject to modification after negotiation.   |                                  |
| .....   |                                  |
| Circle one from the response values below:<br>No<br>Yes   |                                  |
| <b>Design-Builder's Certification</b>   | <b>Solicitation Step - Price</b> |
| 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 Proposal Documents.  |                                  |
| .....   |                                  |
| Circle one from the response values below:<br>No<br>Yes   |                                  |

| <b>Alternates</b>  | <b>Solicitation Step - Price</b> |
|--|----------------------------------|
| Design-Builder has attached document addressing Owner requested and/or Design-Builder proposed alternates. |                                  |
| .....  |                                  |
| Circle one from the response values below:   |                                  |
| No   |                                  |
| Yes  |                                  |

#### 1.4 Attachments

| Name  | Data Type | Description   |
|---|-----------|---|
| JR SWIFT Facility & JRTP Advanced NRI Volume 3 of 3                                 | File      | Volume 3 of 3   |
| Addendum #2: Attachment G   | File      | F&R CPT-03 output   |
| JR SWIFT Facility JRTP Advanced NRI - Price Proposal Alternates Form                | File      | Price Proposal Alternates Form  |
| JR SWIFT Facility & JRTP Advanced NRI Agreement for Transfer of Digital Model Files | File      | Agreement for Transfer of Digital Model Files   |
| Baseline GHG Assessment Carbon Footprint Tool                                       | File      | Baseline GHG Assessment Carbon Footprint Tool   |
| Addendum #1   | File      | Updates to the RFP - Proprietary Meeting Minutes due date (match RFQ language) and Interviews are now virtual.                |
| Addendum #2: Attachment A   | File      | BODR Sections 2.4.4.1 Background and Treatment Objections and 2.4.4.2 Design Criteria   |
| Addendum #2: Attachment B   | File      | James River Treatment Plant Dominion Power Billing Information  |
| Addendum #2: Attachment C   | File      | Basis of Design Drawings  |
| Addendum #2: Attachment D   | File      | James River Treatment Plant I/O list for existing DCU-1   |
| Addendum #2: Attachment E   | File      | Existing James River Treatment Plant arc flash study  |
| Addendum #2: Attachment F   | File      | James River Treatment Plant list of predefined two-digit UP designations for the entire project                               |
| Addendum #5   | File      | Miscellaneous updates to Volume 1 and 2.  |
| Addendum #6   | File      | Updates to the RFP including Receipt of Technical Proposals date has been changed. Also, the Note section in ERP was updated. |
| Addendum #3: Attachment A   | File      | Figure 01 50 00-3 Proposed Location of Laydown and Staging on City Property   |
| Addendum #2: Attachment L   | File      | On-Plant recharge Well electrical loads   |
| Addendum #2: Attachment M   | File      | JRTP SWIFT electrical load list   |
| Addendum #2: Attachment N   | File      | Off-plant recharge well electrical loads  |
| Addendum #2: Attachment O   | File      | JRTP total plant electrical load calculation  |
| Addendum 3  | File      | Miscellaneous updates to Volumes 1, 2, and 3.   |
| Addendum #3: Attachment H   | File      | Reference Document 33   |
| Addendum #3: Attachment I   | File      | Riverview Farm Park topographic survey information  |
| JR SWIFT Facility JRTP  | File      | Price Proposal Form   |

| Name  | Data Type | Description   |
|---|-----------|---|
| Advanced NRI - Price Proposal Form                  |           |   |
| JR SWIFT Facility & JRTP Advanced NRI Volume 2 of 3 | File      | Volume 2 of 3   |
| Addendum #4   | File      | Miscellaneous updates to Volumes 1, 2, and 3.             |
| Addendum #4: Attachment A                           | File      | Drawing I1500, Figures 2-1 and 2-2                        |
| Addendum #3: Attachment B                           | File      | Section 01 31 13 Project Coordination                     |
| Addendum #3: Attachment C                           | File      | Appendix J JRTP Effluent Data Summary                     |
| Addendum #3: Attachment D                           | File      | Basis of Design Drawings                                  |
| Addendum #3: Attachment E                           | File      | Reference Document 1                                      |
| Addendum #3: Attachment F                           | File      | Reference Document 22                                     |
| Addendum #3: Attachment G                           | File      | Reference Document 32                                     |
| JR SWIFT Facility & JRTP Advanced NRI Volume 1 of 3 | File      | Volume 1 of 3   |
| Addendum #7   | File      | Update to Davis Bacon Wage Determination                  |
| Addendum #2: Attachment H                           | File      | F&R CPT-01 output   |
| Addendum #2: Attachment I                           | File      | F&R CPT-02 output   |
| Addendum #2: Attachment J                           | File      | X0110-DWG.R1 F&R Drawing No. 2 update                     |
| Addendum #2   | File      | Miscellaneous updates to Volumes 2 & 3 and Clarifications |
| Addendum #2: Attachment K                           | File      | PMI Survey – Geotech Relocation markup                    |

## 2 Price Schedule

### 2.1 Line Information

#### Retainage

|                          |            |
|--------------------------|------------|
| Retainage Attributes     | Negotiable |
| Maximum Retainage Amount | No         |
| Retainage Rate (%)       | No         |

| Line | Item, Rev  | Target Quantity (N/A) | Unit | Unit Price | Amount | Promised Date |
|------|--|-----------------------|------|------------|--------|---------------|
| 1    | GN016360: A.   |                       |      |            |        |               |
|      | Design Services  |                       |      |            |        |               |
| 2    | GN016360: B.   |                       |      |            |        |               |
|      | Builder Support During Design  |                       |      |            |        |               |
| 3    | GN016360: C.   |                       |      |            |        |               |
|      | Engineering Services During Construction   |                       |      |            |        |               |
| 4    | GN016360: D.   |                       |      |            |        |               |
|      | General Requirements, Bonds, Insurance, Mobilization, Demobilization   |                       |      |            |        |               |
| 5    | GN016360: E.   |                       |      |            |        |               |
|      | Construction (Exclusive of 'G')  |                       |      |            |        |               |
| 6    | GN016360: F.   |                       |      |            |        |               |
|      | Overhead and Profit  |                       |      |            |        |               |
| 7    | GN016360: G.   |                       |      |            |        |               |
|      | Allowance - Chemical Purchase for Process Startup (Enter \$100,000)  |                       |      |            |        |               |
| 8    | JR013400: A.   |                       |      |            |        |               |
|      | Design Services  |                       |      |            |        |               |
| 9    | JR013400: B.   |                       |      |            |        |               |
|      | Builder Support During Design  |                       |      |            |        |               |
| 10   | JR013400: C.   |                       |      |            |        |               |
|      | Engineering Services During Construction   |                       |      |            |        |               |
| 11   | JR013400: D.   |                       |      |            |        |               |
|      | General Requirements, Bonds, Insurance, Mobilization, Demobilization   |                       |      |            |        |               |
| 12   | JR013400: E.   |                       |      |            |        |               |
|      | Construction (Exclusive of 'F' and 'H')  |                       |      |            |        |               |
| 13   | JR013400: F.   |                       |      |            |        |               |
|      | Administration and Maintenance Building Construction (Inclusive of any Work within and attached to the structure; do not include site work.) |                       |      |            |        |               |

| Line | Item, Rev  | Target Quantity (N/A) | Unit | Unit Price | Amount | Promised Date |
|------|--|-----------------------|------|------------|--------|---------------|
| 14   | JR013400: G. Overhead and Profit   |                       |      |            |        |               |
| 15   | JR013400: H. Allowance - Chemical Purchase for Process Startup (Enter \$100,000) |                       |      |            |        |               |

## 2.2 Line Details

### 2.2.1 Line 1 GN016360: A. Design Services

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Eng**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

### 2.2.2 Line 2 GN016360: B. Builder Support During Design

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

### 2.2.3 Line 3 GN016360: C. Engineering Services During Construction

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

### 2.2.4 Line 4 GN016360: D. General Requirements, Bonds, Insurance, Mobilization, Demobilization

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**



**2.2.5 Line 5 GN016360: E. Construction (Exclusive of 'G')**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.6 Line 6 GN016360: F. Overhead and Profit**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.7 Line 7 GN016360: G. Allowance - Chemical Purchase for Process Startup (Enter \$100,000)**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.8 Line 8 JR013400: A. Design Services**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.9 Line 9 JR013400: B. Builder Support During Design**

Need-By Date **Not Specified**

NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.10 Line 10 JR013400: C. Engineering Services During Construction**

Need-By Date **Not Specified** NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.11 Line 11 JR013400: D. General Requirements, Bonds, Insurance, Mobilization, Demobilization**

Need-By Date **Not Specified** NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.12 Line 12 JR013400: E. Construction (Exclusive of 'F' and 'H')**

Need-By Date **Not Specified** NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.13 Line 13 JR013400: F. Administration and Maintenance Building Construction (Inclusive of any Work within and attached to the structure; do not include site work.)**

Need-By Date **Not Specified** NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.14 Line 14 JR013400: G. Overhead and Profit**

Need-By Date **Not Specified** NIGP Code **Not Specified**  
(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT**  
**1434 Air Rail Avenue**  
**Virginia Beach, VA**  
**23455**  
**United States**

**2.2.15 Line 15 JR013400: H. Allowance - Chemical Purchase for Process Startup (Enter \$100,000)**

Need-By Date **Not Specified**

NIGP Code **Not Specified**

(CURRENCY\_COD  
E=USD)

Ship-To Address **Design-Const SWIFT  
1434 Air Rail Avenue  
Virginia Beach, VA  
23455  
United States**