

Based on several comments received from firms requesting materials and submitting questions, the following changes are made to the RFP requirements:

- **Principal Investigators will only need to be in the field 50 percent of the time but there must be an SOI-qualified Field Director with experience in Virginia and on deeply buried sites when the Principal Investigator is not present.**
- **As long as the report is delivered on time (December 30, 2022), completion of the fieldwork can extend through November 30, 2022.**

The following questions were received; a response is provided after each question.

1. Will the selected consultant be given the GIS data from the Phase I archaeological and architectural surveys conducted by Gray & Pape?

Yes.

2. Will the selected consultant have access to any civil survey plan or design sheets that provide design elements, including existing conditions, contour, and elevation data?

Available information requested above will be provided.

3. Will the selected consultant be given the artifacts from the previous Phase I investigation conducted by Gray & Pape?

Yes.

4. Is it JRWA's intention to return recovered artifacts to the respective landowners? If not, does JRWA have gift agreements with landowners for donating artifacts to the Virginia State repository?

JRWA will request permission from each landowner to donate the artifacts to whichever repository is identified through the Section 106 consultation process.

5. Has there been any consultation between JRWA and DHR (after DHR issued its concurrence letter) regarding DHR's expectations for the assessment of effects on architectural resources? If so, were any particular tools of assessment requested by DHR (i.e., photo simulations)?

Additional consultation between JRWA and DHR has not yet occurred – this will be completed after the evaluation of potential resources is complete.

6. Has landowner access been granted to all of the properties?

For the proposal, assume access has been granted.

7. Is the Rivanna Farm (032-0261) property accessible for the Phase I ST survey?

See answer #6.

8. Will any permits be required?

No.

9. Are the expectations for the Landform Reconstruction limited to what can be reasonably inferred from data from samples drawn solely from the deep excavation Phase II Work Areas? A complete and detailed Landform Reconstruction and documentation of alluvial history of the James and Rivanna River floodplains would require systematic sampling across all of the floodplain and terraces.

Use data from the Phase I report in combination with the data from Phase II investigations.

10. Phase IIs require re-excavation of previous Deep Test Trenches (DTTs). Can GIS data and other information be provided for the trench corners to assist contractors in re-locating the DTTs?

Yes. Also, at least one corner of the associated Phase I trenches will be staked by the JRWA.

11. Site boundaries are not accessible in V-CRIS, will GIS shapefiles of site boundaries and ST locations be provided? Will GIS shapefiles of Phase II work areas be provided? Previous ST locations? All other relevant shapefiles?

Yes.

12. The RFP requires the re-excavation of previous DTTs and the placement of EUs adjacent to the DTTs. Are we required to use the proposed locations on Gray & Pape's Work Plan Figures? Can the Principal Investigator and Geoarchaeologist determine the best placement based on field results of the DTT re-excavation?

Relocation of units can be discussed with JRWA during fieldwork.

13. Artifact tables and inventory for Sites 44FV0276 and 44FV0280 are incorrect, they show DTT 10, 11, and 12 artifacts as part of the wrong site. This will need to be corrected in the Phase II report. May we have a copy of the digital inventory files (Excel or Access)?

If available, a digital inventory will be provided.

14. The Phase II should include more detailed artifact analysis that includes recording more specific details about the Phase I artifacts and comparing and combining Phase I and II results. Will the selected contractor have physical access to the Phase I artifact collection to check the artifact inventory and conduct further artifact analysis (i.e. ceramic ware typing of assemblage, detailed measurements of projectile points)?

Yes.

15. For the third proposed Excavation Unit (EU) at Site 44FV0276 adjacent to DTT 15 – added to the RFP in response to DHR’s meeting notes - are we supposed to mechanically strip 250 cm of PSA from the surface? The maximum depth of hand excavation for this site is listed as 145cm below surface. How much deeper would we need to excavate in the EU next to DTT 15?

For the proposal, assume the third Excavation Unit can be located in a different portion of Site 44FV0276 to allow excavation more in keeping with the other Excavation Units (e.g., 145 cm deep).

16. OSHA and VOSH standards for excavations require 4 ft (1.2 m) of clearance on all sides of excavations deeper than 4 ft (1.2 m). How does this affect the proposed removal of 250 cm of PSA and unknown deeper hand excavations within a 2 m block near DTT 15?

See Question #15 response.

17. The RFP asks for silt fencing, will we be responsible for providing any other mitigation measures or construction materials?

Based on your experience with sites of this type and location on floodplains, propose additional measures as needed to provide protection for waterbodies and wetlands and for deep excavation areas that may need to remain beyond one day. For any proposed measure, include materials in your estimate.

18. Has VDHR determined that there is no need to sample the upper stratigraphic horizons (ASU I) even though diagnostic artifacts were present?

Yes. The VDHR has concurred with the Phase I conclusions and the Phase II Workplans.

19. Can JRWA provide a mechanical excavator with a smooth 3-ft bucket and a machine operator for the duration of the project?

No.

20. The RFP asks for soil to be retained for flotation processing and analysis. Are we to also conduct the flotation and faunal/floral analysis and include results in the report?

Yes.

21. Will oral history interviews and/or other close coordination with the Monacan Nation be required for the precontact-period context?

The successful responder is responsible for determining what sources are required for the precontact-period context. This may include oral history interviews.

22. Will we be responsible for submittal of the Phase I artifact collection? Has the Phase I artifact collection been prepared for curation (artifacts bagged, tagged, and physically labeled, and packed in acid-free boxes with accompanying paperwork)? How many boxes of artifacts are

there?

The collection has not been prepared for curation. That task is not part of this scope.

23. Should we assume that the artifacts will be donated to VDHR?

See Question #4 response.

24. Can the daily reports be emails from the PI or Project Manager?

Yes, a template will be provided.

25. Should we be prepared for site visits from members of the Monacan Nation, their representatives, or other officials?

Yes.

26. How are the digital copies of the Proposal to be submitted? How many CDs or copies of the digital file?

Include one flash drive with the cost proposal.

27. Can the first and second Draft Reports be sent via email as pdf for review? If not, how many hard copies will be required?

First and second Draft Reports should be sent via email as Word documents (not PDFs). No hard copy of the draft reports will be required.

28. How many bound hard copies of the Final Report? CDs with pdf?

Ten hardcopies.

29. Can the details of the insurance liability provisions mentioned in Part VI be provided so we know if our firm is able to meet them?

Below is the insurance language from the JRWA's standard terms and conditions.

16. Liability Coverage

16.1 Unless otherwise expressly excepted in the Solicitation documents prepared by the Authority, the Vendor shall take out and maintain during the Contract Period such bodily injury, liability and property damage liability insurance as shall protect it and the Authority from claims for damages for personal injury, including death, as well as from claims for property damage, which could arise from Vendor's performance of its Obligations. Such insurance shall at least have the coverages and be in the amounts set forth in section 19 "Insurance and Bond Requirements" set forth below and shall name the "James River Water Authority" as additional insureds. Such insurance must be issued by a company admitted to do business within the Commonwealth of

Virginia and with at least an AM Best rating of A-. Within 10 days after Vendor is awarded a contract in response to a Solicitation, and in no event later than the first day on which Vendor provides goods or services to the Authority, the Vendor shall provide the Authority with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Authority at least 30 days' notice prior to cancellation or other termination of such insurance.

19. Insurance and Bond Requirements

19.1 The Vendor shall maintain the following insurance to protect it from claims that could arise from performance of the Obligations, including claims (i) under the Workmen's Compensation Act; (ii) for personal injury, including death; and (iii) for damage to property, regardless of whether such claims arise out of Vendor's actions or inactions, or those of Vendor's subcontractor or other persons directly or indirectly employed by either of them:

a) Worker's Compensation and Employer's Liability. Vendor shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of any state, district or territory of the United States of America in which work towards meeting Vendor's Obligations are to be performed. Such insurance shall not have a limit of liability less than the following:

- a) Bodily Injury by accident, \$500,000 for each accident;
- b) Bodily Injury by disease, \$500,000 policy limit;
- c) Bodily Injury by disease, \$500,000 for each employee.

b) Commercial General Liability Insurance. This coverage shall include contractual liability, underground hazard, explosion and collapse, hazard, property damage, independent Vendor, and personal injury insurance in support of section 10 of this Agreement entitled "Indemnification". This policy shall be endorsed to include the Authority as additional insured's during the Contract Period and shall state that this insurance is primary insurance as regards any other insurance carried by the Authority. Vendor shall procure and maintain Public Liability Insurance in an amount not less than:

- a) \$1,000,000 for each occurrence involving bodily injury;
- b) \$1,000,000 for each occurrence involving property damage;
- c) \$2,000,000 aggregate limits.

c) Comprehensive Automobile Liability. Vendor shall procure and maintain Comprehensive Automobile Liability Insurance covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, not owned, or hired by the Vendor, with the following limits:

- a) \$1,000,000 for each occurrence involving personal injury;
- b) \$1,000,000 for each occurrence involving property damage;
- c) \$2,000,000 aggregate limits.

d) The Vendor shall purchase and maintain insurance coverage in a sufficient amount to cover all potential claims on his tools, equipment and machinery.

19.2 The Authority reserves the right to require insurance of any Vendor in greater amounts provided notice of such requirements is stated in the solicitation.

19.3 All insurance policies required under this paragraph, or otherwise required by the Solicitation or Contract Documents, shall include a clause waiving any and all subrogation rights against the Authority.

19.4 Insurance policies shall provide for notification to the Authority of non-payment of any premium and shall give the Authority the right to make the premium payment thereunder within a reasonable time, if the insurance policy is in danger of lapsing during the Contract Period. Any premium payments made by the Authority shall be deducted from amounts due Vendor under the Contract.

30. Regarding Part IV, do we include the information requested in d) Background, experience, credentials, f) Stratified site experience, h) ability to meet accelerated schedules, as part of b) References and resumes separate section of proposal?

Follow the directions in the RFP.

31. Regarding the cost proposal and rate schedule, should the schedule include a list of rates of project staff or full cost breakdown with estimated hours for each staff member organized by task?

List of rates of project staff.

32. The RFP states that “the proposed investigations include survey of two properties that were inaccessible during the initial Phase I cultural resources survey...” Are the two properties that require Phase I reconnaissance survey the House at 7421 Bremo Road (DHR #032-5141) and the Reynolds House (DHR #032-5006)?

Yes.

33. Does the “one access road bridge/culvert” (44FV0052) need to be listed as a new architectural resource on V-CRIS?

The successful responder will determine this based on its experience with DHR.

34. Will accompanying documentation files (V-CRIS form, site plans, labeled photos in sleeves) be required for the three properties undergoing Phase I survey? (DHR #032-5141, #032-5006, and 44FV0052/new #).

See Question #33 response.

35. The Rivanna Canal Navigational Historic District V-CRIS boundary has been changed since the map in Figure 5-3 was created. Now only a small portion of the canal (incorrect location) is depicted. Are we responsible for mapping the correct location of the canal within the project area only?

Yes.

36. Will the Reynold's House and 7421 Bremo Road properties be made accessible for survey, or will accessibility be determined at the time of the actual survey?

Access will be determined at the time of survey but assume it will be accessible.

37. Will JRWA make 100% design project plans available for the Effects Determination?

JRWA will provide design project plans that are available. They may not be 100%.