

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

FINANCE DEPARTMENT, PROCUREMENT DMSION

320 Hospital Drive Ste. 23

Warrenton, Virginia 20186

Phone: (540) 422-8354

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NOTICE OF CONTRACT RENEWAL

1. DATE: July 14, 2023
2. COMMODITY NAME: Open-Ended A/E Services - Industrial/Environmental Engineering
3. CONTRACT NUMBER(S): 23-17ksc
4. CONTRACT PERIOD:
Renewal #1 April 17, 2017 - March 1, 2018
Renewal #2 April 1, 2018 - March 31, 2019
Renewal #3 April 1, 2019 - March 31, 2020
Renewal #4 April 1, 2020 - March 31, 2021
Final Renewal #4 April 1, 2021 -March 31,2022
*Extension #1 **March 31, 2022-June 30, 2022***
*Extension #2 **July 1, 2022-June 30, 2023***
*Extension #3 **July 1, 2023-June 30, 2024***
5. CONTRACTORS:
Apex Companies, LLC
9700 Capital Court, Suite 100
Manassas, VA 20110
Phone (703)-396-6730 Ext 4303
Fax (703)396-6743
Contact: Andrea Heller
Andrea.Heller@ApexCos.com

Froehling & Robertson
22923 Quicksilver Drive, Suite 111
Dulles, VA 20166
Phone (703)996-0123
Fax (703)996-0123
Contact Christy Slaw
CSlaw@FandR.com
7. TERMS: Net 45
8. FOR FURTHER INFORMATION CONTACT: Scott Bargas, Procurement Officer III
PH (540) 422-8354

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy /Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

INSTRUCTIONS

1. **Orders:** All Using Departments must order services listed by issuing a Purchase Orders per the Procurement Procedures Manual, after following the instructions below. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.

PROJECT ORDERS AND PROCEDURES FOR ORDERING SERVICES FOR OPEN-END ARCHITECTURAL SERVICES:

Types of Project Orders:

Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually for each project and issued as a separate Purchase Order (pricing shall be based on the attached hourly fee schedule and provided as itemized components of the lump sum fee)

Hourly Rate Project Orders: When the scope of services involves work of such nature that the Firm cannot reasonably estimate the time which would be required to provide the services, the Using Department may authorize an Hourly Rate based on the actual hours worked times the hourly rates indicated on the attached fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Firm shall submit detailed time records, documentation for other expenses, and such other evidence as the Using Department may require supporting the Firm's billing request. Invoices must include contract hourly rate, position title, number of hours and original invoices for consumables and or sub-contractors.

Procedures for Ordering Services

Coming soon: Using Departments will utilize these contracts on a rotating basis, using a spreadsheet the Procurement Division will develop and post on the County Intranet, to ensure equitable sharing of tasks among all awarded Firms. The Using Department will request a lump sum fee or hourly rate proposal for each Project from the Firm. At the Firm's expense, the Firm shall visit the site and prepare a detailed proposal for accomplishing the services. The Firm shall determine feasibility of the proposed budget at this time. The Firm shall prepare a detailed lump sum or hourly rate (as applicable) fee proposal for accomplishing the services.

The Using Department will evaluate the Firm's fee proposal and may negotiate a suitable lump sum fee or a "not to exceed" amount with the Firm. Prompt completion of fee negotiations is imperative. Following successful negotiations, the Using Department will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of this contract and forward to the Procurement Division. Once the Procurement Division has processed the purchase order (and assigned a number) the Using Department will authorize and instruct the Firm to proceed with the appropriate phase of the work. All purchase orders shall incorporate by reference the terms of this agreement.

All Proposals/Quotes must reference the appropriate contract number. If a contract number is not on the Proposal/ Quote the vendor must be notified to provide revised documentation.

The Firm shall not perform any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division. The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

The Using Department reserves the right, at its sole discretion, to issue purchase orders to any Open-End firm based on its evaluation of each Firm's qualifications, expertise, capabilities, performance record, current workload, location or distance to the project and other factors as may be pertinent to a particular project.

Purchase Order Restriction/Maximum Fee Limitation: No individual purchase order fee shall exceed \$500,000* under contracts awarded within Open-End A/E contracts, and the sum of all projects during the contract term shall not exceed \$1,500,000*. If a project is expected to be over this amount, requirements shall be forwarded to the Procurement Division and a separate RFP will be done for that project.

** These levels raised per Procurement Policy revisions effective with the fourth/ final renewal of this contract.*

Change Orders: Change orders, authorized by the Procurement Division, may be issued to modify the scope of a Purchase Order. Change orders may add to, delete or otherwise modify the scope of services against a particular Purchase Order.

In making any modifications, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods:

- A. The written modification shall stipulate the mutually agreeable fixed price for the specific addition to and/or deletion from the scope of work and/or specifications which shall be added to or deducted from the total contract amount.
 - B. The written modification shall direct the Firm to proceed with a specific scope of work and to keep, and present in a form as the Using Department may direct, a correct account of the actual man-hours by category and discipline and the time sheets therefor. The fee amount will be the man-hours expended multiplied by the hourly rates specified in attached hourly fee schedule. No additional increase for overhead and profit will be allowed. Changes using this procedure will usually specify a maximum amount.
2. All correspondence and documents (to include invoices) shall reference the contract number, applicable purchase order number and any project reference number the Using Department may identify.
 3. Approval of Firm's invoice is the responsibility of the receiving using department. Make sure to validate the hourly rates for each position against the contract.
 4. Any complaint as to quality of services or violation of contract provisions by the Firm shall be reported to the Procurement Division for handling with the Firm. All complaints must be submitted in writing and can be forwarded to Procurement via fax, e-mail or courier.
 5. Renewals: No renewals remain for this contract; a new solicitation will be released approximately 90 days prior to final expiration of this last contract term.
 6. Price Adjustments: Contract prices shall remain firm for the award year. Prices may be negotiated not to exceed the CPI-U, only at the time of renewal. All price increases must be approved by the contract officer. Contract users will be sent notification of contract change from the Procurement office as official notification of such changes, if approved.
 7. Evaluation of Services: At the conclusion of any project performed under this contract, or periodically throughout the project, the Using Department is requested to complete an Evaluation Form and return to the Procurement Division. This will be kept in the contract file for renewal and contract performance purposes.

Froehling & Robertson Environmental Rates

Labor Category	2022-2023 Rate	2023-2024 Rate
Environmental Engineer Senior	\$ 146.98	\$ 153.89
Environmental Engineer IV	\$ 121.14	\$ 126.83
Environmental Engineer III	\$ 105.61	\$ 110.57
Environmental Engineer III	\$ 84.26	\$ 88.22
Environmental Engineer I	\$ 66.16	\$ 69.27
Environmental Planner Senior	\$ 146.94	\$ 153.85
Environmental Planner IV	\$ 122.08	\$ 127.82
Environmental Planner III	\$ 106.81	\$ 111.83
Environmental Planner II	\$ 85.22	\$ 89.23
Environmental Planner I	\$ 68.08	\$ 71.28
Environmental Analyst Senior	\$ 131.58	\$ 137.76
Environmental Analyst IV	\$ 111.96	\$ 117.22
Environmental Analyst III	\$ 98.02	\$ 102.63
Environmental Analyst II	\$ 81.40	\$ 85.23
Environmental Analyst I	\$ 64.31	\$ 67.33
Certified Industrial Hygienist	\$ 131.65	\$ 137.84
Industrial Hygienist IV	\$ 104.80	\$ 109.73
Industrial Hygienist III	\$ 93.65	\$ 98.05
Industrial Hygienist II	\$ 79.51	\$ 83.25
Industrial Hygienist I	\$ 58.82	\$ 61.58
Environmental Scientist Senior	\$ 137.88	\$ 144.36
Environmental Scientist IV	\$ 118.32	\$ 123.88
Environmental Scientist III	\$ 100.45	\$ 105.17
Environmental Scientist II	\$ 85.87	\$ 89.91
Environmental Scientist I	\$ 69.24	\$ 72.49
Environmental Specialist Senior	\$ 126.85	\$ 132.81
Environmental Specialist IV	\$ 111.14	\$ 116.36
Environmental Specialist III	\$ 94.67	\$ 99.12
Environmental Specialist III	\$ 78.98	\$ 82.69

RFP23-17ks, Open End Fee Schedule – Industrial Environmental Engineering Services



Service Level Description	2023
Assistant Project Manager	\$124
Project Manager	\$151
Sr. Project Manager	\$162
CIH/CSP/Program Manager	\$178
Principal	\$200
Engineer I	\$92
Engineer II	\$113
Engineer III	\$135
Sr. Engineer	\$173
Scientist/Geologist/Hydrogeologist I	\$81
Scientist/Geologist/Hydrogeologist II	\$102
Scientist/Geologist/Hydrogeologist III	\$124
Sr. Scientist/Geologist/Hydrogeologist	\$129
Asbestos/Lead Inspector	\$81
Asbestos Management Planner	\$86
Asbestos Abatement Designer	\$97
Asbestos Project Monitor/Industrial Hygiene Tech (IHT)	\$81
IAQ Specialist	\$92
Laborer	\$59
Technician I	\$70
Technician II	\$76
Technician III	\$92
Foreman	\$97
Superintendent	\$124
UST Technician	\$92
UST Supervisor	\$108
Clerical Support	\$59
Draftsperson/CADD Operator	\$86
Stormwater/E&S Inspector	\$81
GIS Tech	\$81
Wetland Specialist/Permit Writer	\$173
Asbestos Airborne Fiber Analysis, PCM 24-hour TAT	\$8.95/each
Asbestos Airborne Fiber Analysis, TEM 24 hr TAT	\$69/each
Asbestos Bulk Sample Analysis, PLM 3-day TAT (Standard)	\$8.95/each
Asbestos Bulk Sample Analysis, PLM 24-hour TAT (Rush)	\$9.95/each
Particle Identification, PM 10 and PM 2.5 Analysis	\$45/each
Lead Paint Analysis, Paint Chip and/or Air 3-day TAT (Standard)	\$11.15/each
Lead Paint Analysis, Paint Chip and/or Air 24-hour TAT (Rush)	\$12.20/each
Lead in Drinking Water Analysis, 3-day TAT (Standard)	\$74.75/each
TCLP, Lead Analysis, 3-day TAT (Standard)	\$70.15/each

Spore Trap Analysis 24-hour TAT (Standard)	\$37/each
Mold Traps/ Air O Cells (Cassettes Only)	\$7.50/each
Swab/Bulk Fungal Analysis 24-hour TAT (Standard)	\$37/each
Swab/Bulk Bacteria Analysis 1-week TAT (Standard)	\$38.50/each
VOC Scan via TO-15 – 1-week TAT (Standard)	\$370/each
VOC Scan w/ Library Search via TO-15 – 1-week TAT (Standard)	\$421/each
Nuisance Dust (Total/Respirable) 24-hour TAT (Standard)	\$40.85/each
Sewage Screen 2-day TAT (Standard) Present/Absent	\$112/each
Service Level Description	Hourly Rate/Unit Rate
Geoprobe Vehicle	\$2,593/day
DRO and GRO Analysis	\$87.50/each
Air Pumps	\$41.50/day
XRF Analyzer (Lead-Based Paint)	\$591/day
Stormwater Pump 2"	\$350/day
Stormwater Pump 4"	\$750/day
Meters	\$78/day
Microscopes	\$57/day
Trucks	\$130/day
Hand Auger	\$23/day
ISCOs	\$78/day
Generator	\$52.25/day

Mileage will be billed at GSA rates.

All other direct costs will be billed at cost plus 15%.