

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

**FINANCE DEPARTMENT, PROCUREMENT DIVISION**

320 Hospital Drive Ste. 23

Warrenton, Virginia 20186

Phone: (540) 422-8354

Fax: (540) 422-8355

**NOTICE OF CONTRACT**

1. DATE: December 17, 2024
2. CONTRACT NAME: Open-End A/E Services –  
Industrial Environmental Engineering
3. CONTRACT NUMBER: 118-24sbc
4. CONTRACT PERIOD: Oct. 17, 2024 through Oct, 16, 2025  
1<sup>st</sup> Renewal: Oct. 17, 2025 through Oct. 16, 2026  
2<sup>nd</sup> Renewal: Oct. 17, 2026 through Oct. 16, 2027  
3<sup>rd</sup> Renewal: Oct. 17, 2027 through Oct. 16, 2028
5. RENEWAL OPTIONS: Three (3) one-year renewals
6. CONTRACTOR:  
  
V/N 000000 Apex Companies, LLC  
9700 Capital Court, Suite 100  
Manassas, VA 20110  
[Diane.anderson@apexcos.com](mailto:Diane.anderson@apexcos.com) Diane Anderson, Vice President.
7. TERMS: Net 45
8. FOR FURTHER INFORMATION CONTACT: Scott Bargas, Procurement Officer III  
PH (540) 422-8354  
[scott.bargas@fauquiercounty.gov](mailto:scott.bargas@fauquiercounty.gov)

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.

See Below for Instructions and Fees.

## 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. Offeror shall provide with the lump sum fee, an itemized list indicating how the lump sum fee was obtained, including but not limited to number of hours estimated per personnel classification and allowable additional costs, per the contract rates. The Owner reserves the right to withhold notice to proceed, or the release of the Purchase Order, until an acceptable proposal breakdown is provided.

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 to support the Firm's billing request.

#### **Procedures for Ordering Services**

*Using Departments will utilize these contracts on a rotating basis, using a spreadsheet the on the County Intranet, to ensure equitable sharing of tasks among all awarded Firms.*

*Presently, that process is still under development.* 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.

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 \$150,000 under contracts awarded within Open-End A/E contracts, and the sum of all projects during the contract term shall not exceed \$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.

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.

No modification can be made which will increase the original purchase order price by more than twenty-five percent (25%) or \$50,000, whichever is greater or exceed the purchase order limits established above, without the approval of the Board of Supervisors or the School Board, as the case may be.

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 therefore. 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.
  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: As stated on the face of this notice, there are four (4) one-year renewals on this contract; Firms may only negotiate adjustments to the fee schedules during the renewal timeframe which should occur approximately 90 days prior to the current term. Per the contracts, Firms may utilize the CPI-U, Other Services, as the method of fee adjustment. The contract officer must approve all price increases. Contract users will be sent notification of contract changes from the Procurement Division as official notification of such changes, if approved.

**FAUQUIER COUNTY**  
**Political Subdivision of the Commonwealth of Virginia**  
**Contract # RFP 118-24sbc**

This Agreement is made and entered into this 17 day of October ~~September~~ 2024, by Fauquier County, political subdivision of the Commonwealth of Virginia, hereafter referred to as "Owner" and Apex Companies, LLC, having its principal place of business at: 9700 Capital Court, Suite 100, Manassas, VA 20110 hereinafter referred to as "Firm".

**WITNESSETH** that the Firm and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Firm shall provide **Open-End As Required A/E Services for Industrial Environmental Engineering** to the Owner as set forth in the Contract Documents.

**COMPENSATION:** The Owner will pay and the Firm will accept in full consideration for the Performance during the contract term, fees for the services based on the attached Fee Schedule

**CONTRACT TERM:** Date of execution through October 16, 2025 ~~September 2025~~ with the option to renew for four (4) Additional one-year periods by mutual agreement by both the Owner and the Firm.

The contract shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form inclusive of the Fee Schedule dated 8/29/24,
- (2) RFP 118-24sbc dated 6/3/24; and
- (3) Firm's proposal dated 7/1/24, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Apex Companies, LLC.  
By: *Diana Drake*  
Title: Regional Vice President  
Date: 10/14/2024

Fauquier County, a political subdivisions of the Commonwealth of Virginia  
By: *Kristen Hylen* *w/pen and ink changes*  
Title: Procurement Manager  
Date: 10.17.2024

 **APPROVED AS TO FORM**  
*Proctor* 9/10/24  
COUNTY ATTORNEY      DATE

# Apex Rate Schedule 2024

## TECHNICIANS

Technician I	\$75.00
Technician II	\$85.00
Senior Technician	\$100.00
Foreman	\$115.00
Superintendent	\$130.00

## SUPPORT STAFF

Administrative Support	\$65.00
Jr. Draftsperson/CADD Operator (includes CADD time)/GIS	\$85.00
Sr. CADD/GIS/Graphics Specialist/Modeler	\$120.00

## TECHNICAL/PROFESSIONAL STAFF

Scientist 1/Geologist 1/Hydrogeologist 1	\$85.00
Scientist 2/Engineer 2/Geologist 2/Hydrogeologist 2/Indoor Air Quality Specialist	\$100.00
Scientist 3/Engineer 3/Geologist 3/Hydrogeologist 3/Assistant Project Manager	\$120.00
Senior Scientist/Engineer/Geologist/Hydro	\$140.00
Licensed Professional/Project Manager	\$160.00
Sr. Project Manager	\$175.00
CIH or PE	\$190.00
Principal, Project Directors, or Technical Specialists	\$195.00

Labor charges for Time and Material (T&M) projects, or out of scope work for other projects, will be invoiced according to this rate sheet unless alternative pricing is agreed upon prior to completion of work.

## OVERTIME AND PREMIUM CHARGES ARE AS FOLLOWS:

Overtime for Non-Exempt Support/Service Staff (over 8 hours):	1.5 x Hourly Rate
Deposition, Subpoena and Expert Testimony:	1.5 x Hourly Rate

*Miscellaneous ODCs such as telephone, facsimile, and postage are included in the hourly rate*

## SUBCONTRACTOR AND EQUIPMENT SUPPLIERS

All subcontract and third party project-related expenses will be billed at cost plus 15 percent. These expenses include all subcontractor costs, third party laboratory fees, third party equipment purchases and rentals, project-specific permits, licenses and fees, overnight courier and other delivery expenses, and charges for all materials and supplies.

## VEHICLE CHARGES

Vehicle use and mileage charges are as follows:

Hours/Day:	Under 4	Over 4	Mileage
Personal Vehicles	No charge	No charge	Prevailing GSA Rate
Pickup Trucks/Vans	\$75.00	\$150.00	No charge
Large Pickup F450/F550	\$100.00	\$175.00	No charge

