FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION

320 Hospital Drive Ste. 23, Warrenton, Virginia 20186 Phone: (540) 422-8354 Fax: (540) 422-8355

NOTICE OF CONTRACT AWARD-Renewal

DATE: January 25, 2024

COMMODITY NAME: A/E Professional Services As-Required, Group I: Wetlands-Stormwater and

Group II: Municipal Separate Stormwater System (MS4) Projects

CONTRACT NUMBER: 12-21smc, customized per Consultant as noted below

CONTRACT PERIOD: February 11, 2021 to February 10, 2022

1st Renewal February 11, 2022 to February 10, 2023

2nd Renewal February 11, 2023 to February 10, 2024

3rd Renewal February 11, 2024 to February 10, 2025

RENEWAL OPTIONS: Four (4) one-year renewal options

CONSULTANT(S): WSSI-12-21smc, Group I, Wetlands-Stormwater Projects

VN 640044 Wetland Studies and Solutions, Inc.

5300 Wellington Branch Rd, Suite 100, Gainesville VA 20155

PH: 703-679-5600 FX: 703-679-5601; Mark Headly, PWS, PWD, LEEDAP

E-mail: mheadly@wetlands.com

HGS-12-21smc, Group I, Wetlands-Stormwater Projects

VN 641186 HGS, LLC

6575 West Loop South, Suite 300, Bellaire, TX 77401 (Corporate Office) 7010 Little River Tpk, Suite 330, Annandale, VA 20187 (Local for PO's) PH: 703-393-4844 FX: 571-535-3525; Jason Murnock, CPESC, CPSWQ

E-mail: <u>jmurnock@res.us</u>

ECO-12-21smc, Group II, MS4 Projects

VN 651915 Ecosystem Services, LLC

1739A Allied Street, Charlottesville, VA 22903

PH: 540-239-1428 William Kipling ("Kip") Mumaw, PE

E-mail: kip@ecosystemservices.us

TIM-12-21smc, Group II, MS4 Projects

VN 641933 Timmons Group, Incorporated

1001 Boulders Pkwy, Suite 300, Richmond, VA 23225 (Remittance address)

20110 Ashbrook Place, Ashburn, VA 20147 (Local Office, for PO's) PH 703-554-6705 FX: 703-726-1345 Richard Brawley, Regional Mgr.

E-mail: rich.brawley@timmons.com

TERMS: Net 45

FOR FURTHER INFORMATION CONTACT: Kathy Stanley, CPPB, Senior Buyer

PH (540) 422-8354 kathy.stanley@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.

INSTRUCTIONS

1. Orders: All FCG&PS Using Departments must order services listed by issuing FCG&PS Purchase Orders per FCG&PS 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.

Types of Project Orders:

<u>Lump Sum Fee Project Orders</u>: 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)

Hourly Rate Project Orders: When the scope of services involves work of such nature that the Consultant 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 Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the Using Department may require to support the Consultant's billing request.

Procedures for Ordering Services

The Using Department will request a lump sum fee or hourly rate proposal for each Project from the Consultant at the Consultant's expense, the Consultant shall visit the site and prepare a detailed proposal for accomplishing the services. The Consultant shall determine feasibility of the proposed budget at this time. The Consultant shall prepare a detailed lump sum or hourly rate (as applicable) fee proposal for accomplishing the services.

The Using Department will evaluate the Consultant's fee proposal and may negotiate a suitable lump sum fee or a "not to exceed" amount with the Consultant. 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 Consultant to proceed with the appropriate phase of the work. All purchase orders shall incorporate by reference the terms of this agreement.

The Consultant shall not perform any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division. The Consultant 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 Consultant based on its evaluation of each Consultant'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.

<u>Purchase Order Restriction/Maximum Fee Limitation</u>: No individual purchase order fee shall exceed \$500,000 and the aggregate of total fees for all purchase orders issued against the entire contract shall not exceed \$1,500,000 within that contract term. If a project is expected to be over the individual

purchase order/task amount, requirements shall be forwarded to the Procurement Division and a separate RFP will be done for that project.

<u>Change Orders</u>: 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 Consultant 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 Consultant's invoice is the responsibility of the receiving using department.
- 4. Any complaint as to quality of service or violation of contract provisions by the Consultant shall be reported to the Procurement Division for handling with the Consultant. All complaints must be submitted in writing and can be forwarded to Procurement via fax, email or courier.
- 5. <u>Renewals</u>: As stated on the face of this notice, four (4) one-year terms are available on this contract. The decision as to whether to exercise the renewal option will be made by the contract officer, with input requested from the using department, approximately ninety (90) days in advance of the expiration date of the current contract.
- 6. <u>Price Adjustments</u>: Contract prices shall remain firm for the award term. Prices may be negotiated only at the time of renewal. All price increases must be approved by the contract officer and in accordance with the contract (RFP section 9.2). Notification of contract change will be sent to the using department from the Procurement Division as official notification of such changes, if approved.



January 4, 2024

Fauquier County, Virginia Government and Public Schools Procurement Division 320 Hospital Drive Suite 23 Warrenton, VA 20186

Attn: andy.johnson.fin@fauquiercounty.gov

Re: Contract Renewal Mod #4 – A/E Professional Services, Group 1, Wetlands-Stormwater

Projects, Agreement #WSSI-12-21SMC

Dear Mr. Johnson:

Wetland Studies and Solutions, Inc. ("WSSI") and the County of Fauquier, Virginia (the "County") entered into Contract number WSSI-12-21SMC on February 11, 2021 ("Contract"). The Contract had a base period of February 11, 2021 – February 10, 2022, with four additional option periods. This letter is to request a modification to the Contract to exercise Option Year 3, activating the performance period of February 11, 2024 – February 10, 2025.

As stated in our contract, price adjustments to the Contract amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in November of each year of the contract.

Therefore, we would like to propose increasing our rates for the option year 3 rates based on this documented increase in the CPI. Please see the enclosed proposed rate sheet reflecting a 3.14% increase from our rates that have been in effect for option period 2.

Please let us know if the proposed rates are acceptable and please do not hesitate to contact me (703-679-5761 or <u>jgrant@wetlands.com</u>) if you would like to discuss this further. Again, we appreciate the extension to our contract and look forward to continuing our work together!

Sincerely,

WETLAND STUDIES AND SOLUTIONS, INC.

Jana Grant Contracts Specialist

Enclosures Option Year 3 – Rate Chart

 $L: Proposals \\ \ Master Service Contracts \\ \ VSSI01_Prime Contracts \\ \ Fauquier County VA \\ \ VO-Working Folder \\ \ OY3 Renewal \\ \ Request for Renewal. \\ docxnote for Renewal \\ \ Average for Re$

5300 Wellington Branch Drive • Suite 100 • Gainesville, VA 20155 • Phone 703.679.5600 • Fax 703.679.5601 • www.wetlandstudies.com

Fauquier County, VA Wetlands & Stormwater Consulting & Engineering

Agreement # WSSI-12-21SMC Proposed Rate Increase

The following is our proposed increase in staff rates under our Fauquier County, VA, Agreement #WSSI-12-21SMC. The rate increase is based upon the 3.14% increase for the previous twelve (12) months ending in November in the Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U), as published by the Bureau of Labor Statistics, U.S. Department of Labor. These rates will remain in effect for the period of February 11, 2024 – February 10, 2025.

LCAT	OY2 Rates	CPI %	OY3 Rates
Operations Manager	\$321.18	3.14%	\$331.27
Director III	\$282.14	3.14%	\$291.00
Director II	\$268.23	3.14%	\$276.65
Director I	\$180.80	3.14%	\$186.48
Principal III	\$229.01	3.14%	\$236.20
Principal II	\$190.52	3.14%	\$196.50
Principal I	\$136.92	3.14%	\$141.22
Consultant V	\$200.20	3.14%	\$206.49
Consultant IV	\$168.24	3.14%	\$173.52
Consultant III	\$150.25	3.14%	\$154.97
Consultant II	\$129.98	3.14%	\$134.06
Consultant I	\$110.20	3.14%	\$113.66
Technician III	\$97.01	3.14%	\$100.06
Technician II	\$85.09	3.14%	\$87.76
Technician I	\$73.36	3.14%	\$75.66
Admin Assistant I	\$61.97	3.14%	\$63.92
Assistant	\$71.65	3.14%	\$73.90

HGS- 12-21smc, Group I, Wetlands & Stormwater Project Consulting Services (Note: full Excel Fee Template on file in contract and e-folder; Sub-Consultant, Dutton & Assoc.)

HGS Rates, noted as RES:

RES Rate Table				
Personnel Classification	Billable Wage Rate			
Senior Project Manager	\$	141.61		
Project Manager	\$	113.15		
Professional Staff	\$	99.26		
Senior Ecologist	\$	106.18		
Ecologist	\$	90.17		
GIS Analyst / CADD Specialist	\$	108.52		
GIS Technician	\$	91.61		
Registered Surveyor	\$	142.51		
Surveyor	\$	64.93		
Senior Regulatory Specialist	\$	112.92		
Regulatory Specialist	\$	98.81		
Senior Engineer	\$	122.69		
Engineer	\$	108.52		
Hydraulic Engineer	\$	122.69		
Compliance Services Manager	\$	116.40		
Estimator	\$	113.15		
Inspector	\$	81.98		

TAB F: Home and Field Office - Personnel Classification and Wage Rates Summary		
Effective Date:	February 2, 202	
Project Title:	Group 1 Wetlands/Stormwater	
RFP No:	12-21sm	
Consultant:	Dutton + Associates, LLC	

VDOT-Approved Personnel Classifications	Average Hourly Rate		
Architectual Historian	\$ 27.15		
Project Archaeologist II	\$ 24.50		
Field Supervisor	\$ 17.50		
Field Technician II	\$ 15.00		
Lab Manager	\$ 17.50		
Lab Technician II	\$ 15.00		
Graphics Mapping	\$ 27.30		

HGS-12-21smc, Group I, Wetlands & Stormwater Project Consulting Services (Continued)

TAB I: Non-Salary Direct Costs (NSDC)				
Effective Date:	January 11, 2021			
Project Title:	RFP12-21sm, Group I Wetlands/Stormwater			
RFP No:	12-21sm			
Consultant:	RES			

All travel related costs (including, but not limited to mileage, lodging, meals, and incidentals) will be billed in accordance with the GSA / VDOT Travel Guidelines in place at the time which travel occurs and is subject to advance written Department approval.

In order for the cost of an NSDC to be directly billable to a VDOT funded project, the item must be consumed by the project. Non-consumable items include, but are not limited to: fax machines, computers, software, computer license fees, cell phones, books, refrigerators, copy machines, pagers, helmets, tape measures, fire extingushers.

Unit Priced Items: (e.g. drilling services, laboratory testing, traffic counts, etc.)

List items here, or for extensive lists attach with notation "See attached list."

Item	Unit Price		
Report (Color, <50 pages)	\$	35.00	
Report (B/W, <50 pages)	\$	25.00	
Report (Color, >50 pages)	\$	65.00	
Report (B/W, >50 pages)	\$	55.00	
Plan Sheet (Color)	\$	10.00	
Plan Sheet (B/W)	\$	4.00	

Vehicle Leases (if applicable):

Costs associated with leased vehicles for Construction Engineering Inspection (ČEI) Services shall comply with VDOT Construction Division IIM-CD-2017-02.01.

or

Supporting lease documentation required if the IIM referenced above is not being used.

Other Non-Salary Direct Costs:

List items here, or for extensive lists attach with notation "See attached list."

ECO-12-21smc, Group II, MS4 Project Consulting Services

(Note: full Excel Fee Template on file in contract and e-folder; Sub-Consultant, Center for Watershed Protection)

Pre-Award Evaluation Project Data

Employee Classification and Wage Rates Summary

Effective Date:	January 11, 2021
Project Title:	Fauquier County On-Call MS4 Projects
Project / UPC Number:	
Consultant:	Ecosystem Services, LLC

Wage	Rate Summary - Home Office Pers	onnel			
VDOT-A	pproved Position Classifications	e Hourly Rate	Hours	Total Salary Costs	
1	Principal	\$	40.25		\$ -
2	Engineer II	\$	37.71		\$ -
3	Engineer I	\$	36.45		\$ -
4	Scientist II	\$	35.44		\$ -
5	Scientist I	\$	32.42		\$ -
6	Professional	\$	32.46		\$ -
7	CAD Designer	\$	29.40		\$ -
8	Field Scientist	\$	28.50		\$ -

Pre-Award Evaluation Project Data Employee Classification and Wage Rates Summary

Effective Date:	January 11, 2021
Project Title:	Fauquier County On-Call MS4 Projects
Project / UPC Number:	
Consultant:	Center for Watershed Protection, Inc.

Wage	Wage Rate Summary - Home Office Personnel					
VDOT-Approved Position Classifications Average Hourly Ra		e Hourly Rate		Hours	Total Salary Costs	
1	Program Director	\$	53.37			\$ -
2	Water Resources Engineer III	\$	47.34			\$ -
3	Water Resources Engineer II	\$	35.52			\$ -
4	Water Resources Engineer I	\$	32.61			\$ -
5	Watershed Professional III	\$	35.73			\$ -
6	Watershed Professional I	\$	24.04			\$ -