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 Extension

DATE: April 7, 2023

COMMODITY NAME: Open-Ended A/E Mechanical, Electrical, Plumbing and

Commissioning Services

CONTRACT NUMBERS: 2RW79-16ksc, B2E79-16ksc, BJE79-16ksc, SWSG79-16ksc

CONTRACT PERIOD: Date of Award through July 17, 2017
Renewal #1: July 18, 2017 through July 17, 2018
Renewal #2: July 18, 2018 through July 17, 2019
Renewal #3: July 18, 2019 through July 17, 2020
Renewal #4 July 18, 2020 through July 17, 2021
Extension: July 18, 2021 through July 17, 2022

Extension #2: through May 30, 2023

Extension#3: July 18, 2023 through July 17, 2024

Renewal Options: Four (4) One (1) year renewal options, zero (0) remaining

CONTRACTORS: 2rw Consultants (V/N 646753) 100 10th St. NW

Suite 202

Charlottesville, VA 22902 PH (434)296.2116

NealC@2rw.com

(V/N 644937) B2e Consulting Engineers

116 N Edwards Ferry Road, NE

Leesburg, VA 20176 PH (703)737.0400 F (703)737.0440 B2@B2epc.com

(V/N642470) Brinjac Engineering

1800 North Charles St

Suite 310

Baltimore, MD., 21201 PH (877)274.6526 PH (410)584.6081 F (410)584.0150

Tara.egen@windwardec.com

(V/N 639701) SWSG

VN same, w/change 607 Herndon Parkway, Suite 100 (Address change 10/30/19)

Herndon, VA 20170 PH (703)471-6803 Ray.shaffer@swsg.com

TERMS: Net 45

FOR FURTHER

INFORMATION CONTACT: Kathy Stanley, CPPB

Procurement Officer III

PH (540) 422-8354; Email: 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. <u>Orders:</u> 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:

<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 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

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.

<u>Purchase Order Restriction/Maximum Fee Limitation:</u> No individual purchase order fee shall exceed \$100,000 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.

<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 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.
- 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. <u>Price Adjustments:</u> Contract prices shall remain firm for the award year. Prices may be negotiated 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. <u>Evaluation of Services:</u> 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 it to the Procurement Division. This will be kept in the contract file for renewal and contract performance purposes.

Contract 2RW-79-16ksc No price adjustments with 2019-2020 renewal; prices remain as noted below

FY17 Rate Schedule



Personnel		\$/hour
Project Executive/Principal		170
Project Manager		160
Professional Engineer, CEM, CMVP, CxA		145
Staff I: Engineer, Energy Specialist, Cx Engine	er, BIM Coordinator	125
Staff II: Technician, Intern, Drafter		85
Staff III: Administrative, Clerical		75
Reimbursables		\$\$
Printing / Copying		Cost
Travel. Per Diem	Consistent with Fauguier County T	ravel Policy and Procedures

NOTE: 2rw may make additions, subtractions, or alterations in the Personnel Roster or Classifications to reflect changes in employee availability, training, or license status. Hourly rates are subject to annual escalation not to exceed the percentage increase for the previous twelve (12) months in the Consumer Price increase.

Contract B2E-79-16ksc No price adjustments with 2019-2020 renewal; prices remain as noted below



FAUQUIER COUNTY GOVERNMENT & PUBLIC SCHOOLS

B2E SCHEDULE OF HOURLY RATES

FEE SCHEDULE DATED 07-14-2016 FOR FY2017

(Submitted to Kathy Stanley)

POSITION	HOURLY FEE	
	(\$/hr)	
Principal	\$165.00	
Project Manager	\$150.00	
Professional Engineer	\$140.00	
Senior Engineer (> 10 Years)	\$130.00	
Junior Engineer (< 10 Years)	\$115.00	
Designer	\$100.00	
Technician (Auto CAD)	\$85.00	
Administrative	\$75.00	

Note: The non-binding fees provided are all inclusive of any subcontractors, copying, printing, per diem, travel cost and markups.

Contract BJE79-16ksc Updated pricing for 2019-2020 Renewal



HOURLY RATE SCHEDULE

ENGINEERING DIRECTOR\$200.	.00
SR. PROJECT MANAGER\$180.	.00
SR. ENGINEER\$165.	.00
SR. COMMISSIONING AGENT\$175.	.00
COMMISSIONING AGENT \$160.	.00
PROJECT MANAGER\$155.	.00
ENGINEER\$150.	.00
SR. TECHNICAL DESIGNER\$150.	.00
SR. COMMISSIONING TECHNICIAN\$145.	.00
COMMISSIONING TECHNICIAN \$125.	.00
TECHNICAL DESIGNER III	.00
TECHNICAL DESIGNER II	.00
TECHNICAL DESIGNER I	.00
ADMINISTRATIVE ASSISTANT\$70.	.00

- Rates include overhead and profit and are effective *through December 31*, **2019**, or until further notice.
- Overtime rates apply to Technical Designers, CADD Operator, and Clerical Positions

Contract SWSG-79-16ksc No price adjustments with 2019-2020 renewal; prices remain as noted below

Fee Schedule Dated 07/13/2013 for FY 2017

SWSG Hourly Fee & Reimbursable Schedules

Hourly Fee Schedule

Position	Hourly Fee
Principal	\$155.00
Division Manager	150.00
Director - Construction Management	150.00
Project Manager	150.00
Director - Architecture	135.00
Discipline Leader/Manager - Engineering	135.00
Senior Architecture	125.00
Senior Engineer	125.00
Senior Construction Manager	125.00
CADD Manager	110.00
Architect	110.00
Engineer	110.00
Construction Manager	110.00
Designer	90.00
Intern Architect	75.00
Intern Engineer	75.00
Intern Designer	55.00
Administration	65.00

Reimbursable Expenses Rate Schedule

ltem	Cost	
Standard Bond Paper: D' Size (24 x 36) Plain/Two/Full Color	At Cost	
E' Size (30 x 42) Plain/Two/Full Color	At Cost	
Half Size of D' or E' Plain/Two/Full Color	At Cost	
D' Size (22 x 34) Plain/Two/Full Color	At Cost	
Vellum: D'Size (24 x 36)	At Cost	
E' Size (30 x 42)	At Cost	
Electronic Copies	At Cost	
Color Copies: 8.5 x 11	At Cost	
11 x 17	At Cost	
Specifications: Reports (less than 250 pages)	At Cost	
Reports (greater than 250 pages)	At Cost	
Courier Services: Deliveries	At Cost	
Long Distance Travel (over 100 miles)		
Personal Automobile	0.56/mile	
Over night per diem	\$45.00	
Overnight lodging at government or conference rate which ever rate is lower		
Subcontractors & Managed Construction	At cost plus	
Civil Engineering & Surveying	At cost plus negoiated markup	
Geotechnical & Environmental Services		
Construction Contractors & Purchased Equipment	NTE 8% per project	