

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
FINANCE DEPARTMENT, PROCUREMENT DIVISION

320 Hospital Drive Ste. 23
Warrenton, Virginia 20186

Phone: (540) 422-8354

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NOTICE OF CONTRACT RENEWAL

1. DATE: February 1, 2022
- 2.
3. COMMODITY NAME: Open-End As Needed Construction Management Services for Airport Projects
4. CONTRACT NUMBER: 59-18ksc
5. CONTRACT PERIOD: June 1, 2018 through May 31, 2019
Renewal #1 June 1, 2019 through May 31, 2020
Renewal #2 June 1, 2020 through May 31, 2021
Renewal #3 June 1, 2021 through May 31, 2022
Renewal #4 June 1, 2022 through May 31, 2023
6. RENEWAL OPTIONS: Four (4) additional one-year renewals available
No renewals remain
7. FIRMS: *Skanska USA Building, Inc*
(V/N 650322) 4309 Emperor Boulevard, Suite 200
Durham NC 22703

Contact: Curtis Elswick
PH 540-423-2860
8. TERMS: Net 45
9. FOR FURTHER INFORMATION CONTACT: Kathy Stanley, CPPB, Senior Buyer
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 ROOF CONSULTING SERVICES:

Types of Project Orders:

Lump Sum Fee Project Orders: Lump sum fees may be acceptable from time to time for projects that are simple in nature and do not require a long completion date. Lumps Sum fees shall be based on the contract prices provided herein and include a narrative that briefly outlines the projects, the number of hours determined, the position titles needed to complete the project along with the hourly rate. You may also detail and include additional contract charges if applicable.

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.

Purchase Order Restriction/Maximum Fee Limitation: 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.

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 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; renewals should take place within ninety (90) days prior to the expiration of the stated current term.
 6. **Price Adjustments:** Contract prices shall remain firm for the award year. Prices may be negotiated only at the time of renewal. The contract officer must approve all price increases. Contract users will be sent notification of contract change from the Procurement office as official notification of such changes, if approved.

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
ON-CALL, AS-NEEDED CONSTRUCTION PROJECT
MANAGEMENT SERVICES FOR VARIOUS AIRPORT
PROJECTS
SKANSKA USA BUILDING INC.
2021 HOURLY RATE SCHEDULE**

DISCIPLINE/ROLE	BILLABLE HOURLY RATE
Construction Manager	\$125 to \$133
Senior Construction Inspector	\$106 to \$125
Construction Inspection	\$80 to \$106
Cost Estimator	\$106 to \$127
Scheduler	\$106 to \$127
Design Review (Constructability Review)	\$111 to \$122
Code Review	\$166 to \$175
FAA/Virginia Grants Specialist	\$175 to \$186
Environmental Permitting Specialist	\$127 to \$138
CADD Support	\$111 to \$122
Commissioning Agent	\$117 to \$133
Administrative Support	\$66 to \$75
DBE and Davis-Bacon Act Compliance	\$85 to \$93

Note 1 - Hourly rates are inclusive of local travel, general office supplies, cell phones, and computers. Expenses such as travel other than to/from Fauquier County Airport or Fauquier County offices, printing of documents larger than 11"X17" in size, special safety equipment, or other expenses approved in writing by Fauquier County that are directly associated to a specific project will be reimbursed at cost. Travel other than to/from Fauquier County Airport and Fauquier County offices will be reimbursed at the IRS rate.

Note 2 - Hourly rates above are applicable to period of services to be provided from January 2022 through December 2022. Rates for services beyond 2022 shall be escalated based on the CPI-U or as negotiated between Skanska and Fauquier County, but not to exceed 3%.

Note 3 - Other disciplines may be requested/required throughout the duration of the term contract. Skanska requests the opportunity to provide resumes and billable hourly rates for these disciplines at the time of need.

Note 4 - When applicable, Skanska requests a mark-up of 10% on subconsultant fees for administrative costs.

Note 5 - No overtime for inspections is currently anticipated, however, if overtime is required it will be discussed at that period of time.