

**FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia**  
**Contract TG01-22ksc**

Planning, Architectural & Engineering Open End Services for Federally Funded Projects

This Agreement is made and entered into this 19 day of October 2022, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and, **Timmons Group Inc.** located at **20110 Ashbrook Place, Suite 100 Ashland, VA 20147** hereinafter referred to as "Consultant".

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

**SCOPE OF SERVICES:** The Consultant shall provide A/E Professional Services, As-Required **Civil Engineering, Surveying, Environmental, Traffic and Transportation Planning and Engineering** Services for Federally Funded Projects to the Owner, as set forth in the Contract Documents.

**COMPENSATION:** The Owner will pay and the Consultant will accept in full consideration for services rendered during the contract term, fees based on the hourly and other rates as attached hereto. Price adjustments may be permitted only as permitted by The Commonwealth of Virginia Department of Transportation most relevant escalation rates. (Current rates attached)

**CONTRACT TERM:** From date of fully executed contract for a 24-month term, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one-year terms shall be equal to the initial term or \$5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to a future term and at a reasonable time (approximately 90 days) prior to contract expiration as mutually agreed upon by both parties in writing.

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

- (1) This signed form, inclusive of the current escalation rate and attached revises and accepted fee schedules
- (2) RFP 01-22ks dated 01/28/2022, Add 1 & 2 dated 2/24/22 Add 3 dated 3/3/22
- (3) Consultant's Proposal dated March 2, 2022, all of which are incorporated herein.

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

Timmons Group, Inc.

By: \_\_\_\_\_

**Bill Vest**

Digitally signed by Bill Vest  
DN:  
E=Bill.Vest@timmons.com,  
CN=Bill Vest,  
Date: 2022.10.20  
15:08:11-04'00'

Title: Principal, NoVA Office

County of Fauquier, a political subdivision of the Commonwealth of Virginia

By: Charles Ward  
Charles Ward MBA, CPM, VCO

**10.26.2022**

Title: Procurement Manager



**APPROVED AS TO FORM**

[Signature] 10/19/22  
COUNTY ATTORNEY DATE



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.  
COMMISSIONER

**TO:** The Consultant Community

**FROM:** Dee Audet  
Director, Professional Services Procurement Office  
Virginia Department of Transportation

Dee  
Audet

Digitally signed  
by Dee Audet  
Date: 2022.06.15  
10:20:38 -04'00'

**DATE:** June 15, 2022

**SUBJECT:** Escalation Rates for Professional Services Contracts, July 1, 2022 through June 30, 2023  
and Special Adjustment to Escalation Rate for Professional Services Contracts, July 1, 2021  
through June 30, 2022

In response to recent inflationary pressures, VDOT is raising the Professional Services Contract Escalation Rate and temporarily suspending the escalation rate range limitation as set forth in Section 4.7.7. of the *Manual for the Procurement and Management of Professional Services*.

The VDOT Professional Services Contract escalation rate for Fiscal Year (FY) 2023 will be 4.2% in accordance with the U.S. Bureau of Labor Statistics, *Employment Cost Index: Wages and Salaries: Private Industry Workers (Table 9)*(April 29, 2022).

Additionally, VDOT is implementing a special adjustment to the Professional Services Contract Escalation rate for Fiscal Year (FY) 2022 as established in the [Memorandum dated June 1, 2021](#). The escalation rate for FY 22 procurements in process will be revised from 1% to 3.5%. This memorandum does not apply to existing contracts unless, at term renewal, both parties agree to modify the contract to comply with this memorandum. To be eligible for such modification, firms shall submit revised rate schedules reflecting the adjusted escalation rates to their respective Contract Administrator. Upon receipt of written approval from the Contract Administrator, firms may bill at the new approved rate at the beginning of the next full billing cycle of the renewal term.

With the exception of the changes set forth herein, VDOT's policies relative to escalation rates, including but not limited to those involving renewals, shall remain in full force and effect.

**FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia**  
**Contract GF01-22ksc**  
Planning, Architectural & Engineering Open End Services for Federally Funded Projects

This Agreement is made and entered into this 14 Day of October of 2022, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and **Gannett Fleming Inc.**, located at **4097 Monument Corner Drive, Suite 500 Fairfax, VA 22030**, hereinafter referred to as "Consultant".

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

**SCOPE OF SERVICES:** The Consultant shall provide A/E Professional Services, As-Required **Construction Administration/Management** Services for Federally Funded Projects to the Owner, as set forth in the Contract Documents.

**COMPENSATION:** The Owner will pay and the Consultant will accept in full consideration for services rendered during the contract term, fees based on the hourly and other rates as attached hereto. Price adjustments may be permitted only as permitted by The Commonwealth of Virginia Department of Transportation most relevant escalation rates. (Current rates attached)

**CONTRACT TERM:** From date of fully executed contract for a 24-month term, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one-year terms shall be equal to the initial term or \$5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to a future term and at a reasonable time (approximately 90 days) prior to contract expiration as mutually agreed upon by both parties in writing.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed form, inclusive of the current escalation rate and attached revises and accepted fee schedules
- (2) RFP 01-22ks dated 01/28/2022, Add 1 & 2 dated 2/24/22 Add 3 dated 3/3/22
- (3) Consultant's Proposal dated March 2, 2022, all of which are incorporated herein.

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

Gannett Fleming, Inc.

By: 

Title: Vice President

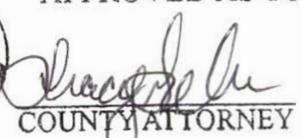
County of Fauquier, a political subdivision of the Commonwealth of Virginia

By:   
Charles Ward MBA, CPM, VCO

**10.27.2022**  
Title: Procurement Manager



APPROVED AS TO FORM

  
COUNTY ATTORNEY

10/11/22  
DATE



# COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION  
1401 EAST BROAD STREET  
RICHMOND, VIRGINIA 23219-2000

Stephen C. Brich, P.E.  
COMMISSIONER

**TO:** The Consultant Community

**FROM:** Dee Audet  
Director, Professional Services Procurement Office  
Virginia Department of Transportation

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and Special Adjustment to Escalation Rate for Professional Services Contracts, July 1, 2021  
through June 30, 2022

In response to recent inflationary pressures, VDOT is raising the Professional Services Contract Escalation Rate and temporarily suspending the escalation rate range limitation as set forth in Section 4.7.7. of the *Manual for the Procurement and Management of Professional Services*.

The VDOT Professional Services Contract escalation rate for Fiscal Year (FY) 2023 will be 4.2% in accordance with the U.S. Bureau of Labor Statistics, *Employment Cost Index: Wages and Salaries: Private Industry Workers (Table 9)*(April 29, 2022).

Additionally, VDOT is implementing a special adjustment to the Professional Services Contract Escalation rate for Fiscal Year (FY) 2022 as established in the [Memorandum dated June 1, 2021](#). The escalation rate for FY 22 procurements in process will be revised from 1% to 3.5%. This memorandum does not apply to existing contracts unless, at term renewal, both parties agree to modify the contract to comply with this memorandum. To be eligible for such modification, firms shall submit revised rate schedules reflecting the adjusted escalation rates to their respective Contract Administrator. Upon receipt of written approval from the Contract Administrator, firms may bill at the new approved rate at the beginning of the next full billing cycle of the renewal term.

With the exception of the changes set forth herein, VDOT's policies relative to escalation rates, including but not limited to those involving renewals, shall remain in full force and effect.



**FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia**  
**Contract MT01-22ksc**  
**Planning, Architectural & Engineering Open End Services for Federally Funded Projects**

This Agreement is made and entered into this 1<sup>st</sup> day of March 2023, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and McCormick Taylor Inc., located at 111 Mill Place Parkway, Suite 105 Verona, VA 24482, hereinafter referred to as "Consultant".

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

**SCOPE OF SERVICES:** The Consultant shall provide A/E Professional Services, As-Required *Civil Engineering and Traffic/Transportation Planning and Engineering Services* for Federally Funded Projects to the Owner, as set forth in the Contract Documents with the following exceptions.

**COMPENSATION:** The Owner will pay, and the Consultant will accept in full consideration for services rendered during the contract term, fees based on the hourly and other rates as attached hereto. Price adjustments may be allowed only as permitted by The Commonwealth of Virginia Department of Transportation most relevant escalation rates. (Current rates attached)

**CONTRACT TERM:** From date of fully executed contract for a 24-month term, or when the cumulative total of approved task assignment fees reaches the value per term, whichever occurs first. The prevailing provisions of the Virginia Public Procurement Act govern the limits and the duration of the terms. At VDOT's option, the contract may be extended one (1) additional term (one (1) year) at a time for up to two (2) additional terms, or when the maximum value per term is reached, whichever occurs first. These additional one-year terms shall be equal to the initial term or \$5 million whichever is less. Any amount not obligated through a task assignment under the current term cannot be carried over to a future term and at a reasonable time (approximately 90 days) prior to contract expiration as mutually agreed upon by both parties in writing.

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

- (1) This signed form, inclusive of agreed to exceptions taken to the General Terms and Instruction to bidders and Contract Provisions including applicable federal funding provisions.
- (2) McCormick Taylor current escalation rate and attached revises and VDOT accepted fee schedules
- (3) RFP 01-22ks dated 01/28/2022. Add 1 & 2 dated 2/24/22 Add 3 dated 3/3/22
- (4) Consultant's Proposal dated March 1, 2022, all of which are incorporated herein.

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

McCormick Taylor, Inc.

By: 

Title: Patrick J. Guise

Date: 3.24.23

County of Fauquier, a political subdivision of the Commonwealth of Virginia

By: 

Title: Erin M. Kozanecki, Deputy County Administrator for Fauquier County Board of Supervisors

Date: 3/27/23



APPROVED AS TO FORM

  
COUNTY ATTORNEY

3/27/23  
D.