

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
FINANCE DEPARTMENT, PROCUREMENT DIVISION**

320 Hospital Drive Ste. 23

Warrenton, Virginia 20186

Phone: (540) 428-8713

Fax: (540) 347-5753

NOTICE OF CONTRACT AWARD

1. DATE: November 10, 2008
2. COMMODITY NAME: Open-Ended A/E Services – Construction Management (CM), Value Engineering (VE), Cost Estimating-Constructability/Plan Review (CE)
3. CONTRACT NUMBERS: MBP09-09C; MCM09-09C; FC09-09C; KCI09-09C
4. CONTRACT PERIOD: December 1, 2008 through November 30, 2009
5. RENEWAL OPTIONS: two (2) one year renewals remain
6. FIRMS:
 - (V/N 637032) McDonough Bolyard Peck (CM, CE)
Williams Plaza 1
3040 Williams Drive, Suite 300
Fairfax, VA 22031
PH (703) 641-9088 FX (703) 641-8965
 - (V/N 641962) McCarron Construction Management, LLC (CM)
6623 Electric Avenue
Warrenton, VA 20187
PH (540) 349-2910 FX (540) 349-7806
 - (V/N 641173) KCI Technologies, Incorporated (VE)
10 North Park Drive
Hunt Valley, MD 21030
PH (410) 316-7800 FX (410) 316-7972
 - (V/N) Faithul + Gould (VE, CE)
1725 Duke Street, Suite 200
Alexandria, VA 22314
PH (703) 684-6550 FX (703) 684-8590
7. TERMS: Net 45
8. FOR FURTHER INFORMATION CONTACT: Kathie Haggerty, CPPB
PH (540) 428-8714

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.

By: _____
Kathie Haggerty, CPPB
Senior Buyer

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) 428-8717 or 8720.

PROJECT ORDERS AND PROCEDURES FOR ORDERING SERVICES FOR OPEN-END ARCHITECTURAL SERVICES:

Types of Project Orders:

Reminder: Firms have agreed to provide services for either Level I, projects from \$500 - \$30,000, Level II, projects over \$30,000, or both, as noted on page one and each Fee Schedule page.

Lump Sum Fee Project Orders: 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.

Purchase Order Restriction/Maximum Fee Limitation: No individual purchase order fee shall exceed \$100,000. 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, one (1) one-year term remains 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 departments, approximately sixty days in advance of the expiration date of the 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.
7. Evaluation of Services: At the conclusion of any project performed under this contract, or periodically throughout the project, the Using Department is requested to complete the attached Evaluation Form and return to the Procurement Division. This will be kept in the contract file for renewal and contract performance purposes.

FEE SCHEDULE, Contract# MBP55-05C

(Contract rates revised with 3/07 renewal)

McDonough Bolyard Peck
Williams Plaza 1
3040 Williams Drive, Suite 300
Fairfax, VA 22031

Phone: (703) 641-9088
Fax: (703) 641-8965

Principal in Charge: Christopher J. Payne

Construction Management, Cost Estimating/Constructability-Plan Review

Classification	Hourly Rate
Executive	\$ 190.00
Project Manager	\$ 140.00
Senior Architect	\$ 140.00
Senior Engineer	\$ 120.00
Engineer	\$ 90.00
Senior Cost Estimator	\$ 110.00
Cost Estimator	\$ 85.00
Construction Manager	\$ 120.00
Senior Field Engineer	\$ 100.00
Lead Field Engineer	\$ 75.00
Engineer Aide	\$ 45.00
Clerical	\$ 55.00

Reimbursables

Description	Cost per Unit
Telephone Calls, Telegrams and Cables	Cost
Transportation by Automobile	\$.48/mile
Transportation by Public Conveyance	Cost
Shipping	Cost

FEE SCHEDULE, Contract# MCM09-09C

McCarron Construction Management, LLC
 6623 Electric Avenue
 Fairfax, VA 22031

Phone: (540) 349-2910
 Fax: (540) 349-7806

Principal in Charge: Brian McCarron

Construction Management

Classification	Hourly Rate
Principal	\$ 168.65
Senior Management	\$ 138.53
Construction Administrator	\$ 108.42
Construction Manager/QA	\$ 90.35
Scheduler	\$ 90.35
Administrative Staff	\$ 56.62
Senior Estimator	\$ 108.42
Estimator	\$ 90.35
Senior Technical Staff	\$ 54.21
Technical Staff	\$ 36.14

Reimbursables

Description	Cost per Unit
In-House Plots	\$ 10.00 each
In House Black and White Copies	\$.10 per copy
In House Color Copies	\$.50 per copy
Mileage (current IRS business standard mileage rate)	\$.585 per mile
There is a 15% handling fee added to all purchased services	

FEE SCHEDULE, Contract # KC09-09C

KCI, Technologies, Incorporated
10 North Park Drive
Hunt Valley, MD 21030

Phone: (410) 316-7800
Fax: (410) 316-7817

Vice President: Joel Keels

Value Engineering

Classification	Hourly Rate
Project Manager	\$ 140.40
Certified Value Specialist	\$ 140.40
VE Structural Engineer	\$ 118.22
VE Electrical Engineer	\$ 126.36
VE Mechanical Engineer	\$ 126.36
VE Civil Engineer	\$ 106.70
VE Architect	\$ 115.00
VE Report	\$ 40.00/each
Mileage	\$.55/mile

FEE SCHEDULE, Contract FG 09-09C

Faithful+Gould
1725 Duke Street, Suite 200
Alexandria, VA 22314

Phone: (703) 684-6550
Fax: (703) 684-8590

Managing Director: Martin Jacobs

e-mail: martin.jacobs@fgould.com

Value Engineering, Cost Estimating/Constructability-Plan Review

Classification	Hourly Rate
Cost Estimating Manager	\$ 140.00
Senior Cost Estimator	\$ 130.00
Mid Level Cost Estimator	\$ 105.00
Junior Cost Estimator	\$ 90.00
Certified Value Specialist	\$ 165.00
Construction Management Manager	\$ 140.00
Senior Construction Manager	\$ 130.00
Mid-Level Construction Manager	\$ 105.00
Construction Manager	\$ 95.00
Administrative Assistant	\$ 30.00

**Rates for 2010 renewal reflect a decrease in pricing*

Rates are for Labor, Direct Personnel Expenses, Overhead and Profit only and do not include job specific Other Direct Costs or Reimbursable Costs.

CONTRACT EVALUATION

Date:

Return To: **Kathie Haggerty, Procurement Division, 428-8714**

The Fauquier County Government and Public Schools Procurement Division is requesting that Using Departments complete this form either periodically or upon completion of any project under Contract #09-09C, Open-End A/E Services –Construction Management, Value Engineering, Cost Estimating-Constructability/Plan Review. Please complete this questionnaire and return it along with any supplemental comments or suggestions.

Firm Name: _____

Project Description: _____

RATE CONTRACTOR’S PERFORMANCE ON A SCALE OF 1 TO 5 (by circling).

- | | | | | | | |
|---|---|---|---|---|---|----------------------------|
| 1. Overall Evaluation: (Unsatisfactory) | 1 | 2 | 3 | 4 | 5 | (Satisfactory) |
| 2. Performance (Late/Early) | 1 | 2 | 3 | 4 | 5 | (On Time) |
| 3. Quality of Services (Unacceptable) | 1 | 2 | 3 | 4 | 5 | (Acceptable) |
| 4. Number of Complaints (High) | 1 | 2 | 3 | 4 | 5 | (Low) |
| 5. Firm’s Responsiveness to requests to correct deficiencies:
(Non-responsive) | 1 | 2 | 3 | 4 | 5 | (prompt corrective action) |

If complaints have been registered, please explain (or attach documentation):

Return to: Kathie Haggerty, CPPB
 Procurement Division
 320 Hospital Dr., Suite 23
 Warrenton, VA 20186
 Fax: (540) 347-5753
 E-mail:
 Kathie.haggerty@fauquiercounty.gov

Form completed by:

Name

Title

Agency Name

Date

Phone Number