

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

FINANCE DEPARTMENT, PROCUREMENT DIVISION

320 Hospital Drive Ste. 23

Warrenton, Virginia 20186

Phone: (540) 422-8348

Fax: (540) 422-8355

NOTICE OF CONTRACT RENEWAL

1. DATE: July 23, 2013
2. COMMODITY NAME: Hydrogeological Support Services
3. CONTRACT NUMBER: 19-11smc (Rider, Loudoun County # QQ01565)
4. CONTRACT PERIOD: July 1, 2013 through June 30, 2016
5. RENEWAL OPTIONS: No renewals remaining
6. CONTRACTOR: Emery & Garrett Groundwater Investigations, LLC
(V/N 647299) 45 Main Street, PO Box 1578
Meredith, NH 03253
PH (603) 279-4425 FX (603) 279-8717
7. TERMS: Net 45
8. FOR FURTHER INFORMATION CONTACT: Susan R. Monaco, CPPO, CPPB, Procurement Mgr.
PH (540) 422-8348

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

Orders: All Using Departments must order services listed by issuing a Purchase Order per the Procurement Procedures Manual, after following the instructions below.

PROJECT ORDERS AND PROCEDURES FOR ORDERING SERVICES FOR HYDROGEOLOGICAL AND RELATED SERVICES:

Types of Project Orders:

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 Emery & Garrett Groundwater, Inc. (EGGI) 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 Contractor shall submit detailed time records, documentation for other expenses, and such other evidence as the Using Department may require to support the Contractor's billing request.

Procedures for Ordering Services

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

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

EGGI shall not perform any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division. EGGI 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 a formal RFP or use other appropriate procurement methods to secure services depending on the dollar value of the project; this agreement is for use on an as-required basis, only and is not a guarantee of any workload or project volume.

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 EGGI 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.

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.

Approval of EGGI's invoice is the responsibility of the receiving Using Department.

Any complaint as to quality of services or violation of contract provisions by EGGI shall be reported to the Procurement Division for handling with EGGI. All complaints must be submitted in writing and can be forwarded to Procurement via fax, e-mail or courier.

Renewals: As stated on the face of this notice and in the original Loudoun County solicitation and resulting contract, no renewals remain on this contract.

FEE SCHEDULE (revised with July 2013 renewal), Contract # 12-11smc

HYDROGEOLOGICAL CONSULTING SERVICES					
Item	Estimated Number of Units	X	Per Unit Cost	=	Total Cost
1. Professional Fees					
a. Principal/hour @ 25 hours/year	75	X	\$138.45	=	\$10,383.75
b. Engineering Geologist/hour @ 10 hours/year	30	X	\$79.88	=	\$2,396.40
c. Senior Scientist/hour @ 10 hours/year	30	X	\$95.85	=	\$2,875.50
d. Project Manager/hour @ 10 hours/year	30	X	\$90.53	=	\$2,715.90
e. Hydrogeologist/hour @ 10 hours/year	30	X	\$85.20	=	\$2,556.00
f. Technician/hour @ 10 hours/year	30	X	\$63.90	=	\$1,917.00
g. Clerical/hour @ 10 hours/year	30	X	\$40.47	=	\$1,214.10
h. Graphic Artist/hour @ 10 hours/year	30	X	\$42.60	=	\$1,278.00
2. Allowable Expenses					
a. Expense Reimbursements	3	X	\$745.50	=	\$2,236.50
b. Travel Reimbursements/dollars @ 1 trip to Leesburg, Virginia/year	3	X	\$639.00	=	\$1,917.00
Sub-total for Term 1 Hydrogeological Consulting Services				=	\$29,490.15

CONTRACT EVALUATION

Date:

Return To: **Susan Monaco, Procurement Division, PH 422-8348, FX 422-8355**

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 #12-11smc, Hydrogeological Support Services. 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: Susan R. Monaco, CPPO. CPPB
 Procurement Division
 320 Hospital Dr., Suite 23
 Warrenton, VA 20186
 Fax: (540) 422-8355
 E-mail:
 Susan.monaco@fauquiercounty.gov

Form completed by:

 Name

 Title

 Agency Name

 Date

 Phone Number