

CONTINUING PROFESSIONAL SERVICES AGREEMENT FOR:

Brevard County Alternative Septic Drainfield Performance Monitoring

TASK ORDER NO. 20-4795-002-SC SOIRL

THIS TASK ORDER is made this 23 day of February, 2021, by and between Environmental Consulting & Technology, Inc., hereinafter referred as the ENGINEER, and Board of County Commissioners of Brevard County, Florida, hereinafter referred to as the COUNTY.

WHEREAS, on May 4, 2020, the ENGINEER and the COUNTY entered into a continuing professional services agreement for, among other things, Pollution Removal & Management Services, hereinafter referred to as the AGREEMENT, which is incorporated herein by this reference; and

WHEREAS, under SECTION II of the AGREEMENT, the ENGINEER agrees to provide certain professional services which shall be implemented by task orders; and

WHEREAS, the ENGINEER agrees to provide certain services Monitoring Well Installation and Monitoring Services for Alternative Drainfield Monitoring Assessment which shall be implemented in accordance with this Task Order.

NOW, THEREFORE, the parties do mutually agree as follows:

Summary

The purpose of this task order is to monitor alternative septic systems for nutrients and associated wastewater analytes. The ENGINEER will install monitoring wells and provide monitoring of those wells, existing monitoring equipment (lysimeters), and septic tanks. The ENGINEER will also provide a letter report to the COUNTY documenting the sampling activities to summarize the data and provide interpretation of the data. All work will be in accordance with the quality assurance project plan as agreed upon by the COUNTY and Florida Department of Health.

Section I. Scope of the Work

See Exhibit A- ENGINEER Proposal Number P20RA-B1511.

Section II. Contract Schedule

See Exhibit A- ENGINEER Proposal Number P20RA-B1511.

Section III. Deliverables

See Exhibit A- ENGINEER Proposal Number P20RA-B1511.

ENGINEER will provide the COUNTY draft documents for COUNTY review and comment. Upon receipt of COUNTY comments, ENGINEER will finalize the documents and provide electronic and hard copies to the COUNTY.

Section IV. Basis of Compensation

For the Scope of Work described in Section I of this Task Order, compensation from the COUNTY to the ENGINEER shall be on an hourly basis as indicated in the attached Exhibit A, not to exceed **\$186,915.32** unless authorized by a written Change Order executed by the COUNTY. Upon submittal of deliverables as described in Section III of this Task Order, the COUNTY will be invoiced only for actual work performed. The COUNTY shall pay such invoices in accordance with Florida's Prompt Payment Act. The COUNTY reserves the right to refuse payment for or deduct from any invoice, fees for incomplete or defective work. The following is a summary of the fee breakdown:

A. ENGINEERING CONSULTING SERVICES

1. Task 1: Monitoring Well Installation - \$22,807.85
2. Task 2: First Monitoring Well Sampling and Data Collection Event - \$39,493.75
3. Task 3: Second, Third, and Fourth Monitoring Well Sampling and Data Collection Event - \$117,558.81
4. Task 4: Final Report - \$7,054.91

Section V. Other Terms and Conditions

All of the terms and conditions of the AGREEMENT, and any amendments thereto, shall apply to this Task Order as fully set out herein. In the case of a conflict between the terms of this Task Order, and any attachments hereto, and the AGREEMENT, the latter shall control. It is hereby acknowledged that this Task Order is prepared based upon the Master Agreement executed on May 4, 2020 for, among other things, Pollution Removal & Management Services between the ENGINEER and the COUNTY. As such, this Task Order is subject to all conditions and stipulations contained in said AGREEMENT, as may be amended.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Section VI. Effective Date and Authorized to Proceed

This Task Order shall be effective on the date specified in the Notice to Proceed from the COUNTY'S designated representative. This Task Order will expire one (1) year from the date of issuance of the Notice to Proceed, unless otherwise extended through a subsequent change order.

Section VII. Authority

The Parties warrant that the person signing this Task Order has all the requisite authority necessary to bind the Party it represents.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the date and year above written.

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____

Print: Rita Pritchett

Title: Chair

Date: _____

As approved by the Board on: 2/23/2021

ENVIRONMENTAL CONSULTING &
TECHNOLOGY, INC.

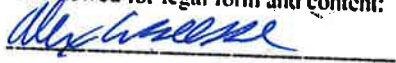
By: _____

Print: _____

Title: _____

Date: _____

Reviewed for legal form and content:



(Assistant) County Attorney

EXHIBIT A