

3. Document Type: Agreement

4. Purpose/Description:
This deliberately phased Agreement provides for coastal engineering consultant services for implementation of the Broward County Segment III Beach Management Plan.

5. Special Provisions (select if applicable):
☐ Living Wage Program
☐ Workforce Investment Pilot Program
☐ Federal DBE/ACDBE program
☐ CBE Program
☐ SBE Sheltered Market Program
☒ M/WBE Program (in accordance with 2CFR§200.321
☒ In-Kind Match Required: $ __________ or _____ %
☐ Cash Match Required: $ __________ or _____ %

6.a. Effective Dates (for new agreements only):
Start: Date of First Notice to Proceed
End: Substantial Completion of Scope of Services

6.b. Effective Dates (amendments only):
☐ No Change
☐ End date has changed from _____ to _____.
☐ Term has from _____ to _____.

7. Contract Administrator:
Name: Jennifer L. Jurado, Ph.D., Director and Chief Resilience Officer
Phone: 954-519-1464

8. Contract Type:
☐ Cost reimbursement ☐ Open-end
☒ Firm fixed price ☐ Time and materials
☐ Performance-based ☐ Other ______

9.a. Contract Value (new contracts)
☒ Actual ☐ Estimated

| Phase I Amount | 2,562,085.24 |
| Reimbursables | 67,300.00 |
| Optional Services | 100,000.00 |
| Total Contract Value | 2,729,385.24 |

9.b. Contract Value (amendments only)
☒ No change ☐ Actual ☐ Estimated

| Original approved contract value | Approved previous adjustments |
| Value of this action | Amended total contract value |

10. Payment Method
☒ Lump Sum Payment
☐ Milestone or Progress-Based
☐ Scheduled or Time-Based
☐ Other ______

11. Payment Terms
In accordance with Article 5, Compensation and Method of Payment.

12. Cost Adjustment
☐ Not Applicable
☐ CPI or other Index ☒ Fixed Percentage - ___ %
☐ Fixed Amount - $ _______ ☐ Actual Cost
☐ Other: Refer to Deviations (Section 17)

13. Equity Program Participation Summary
a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:
Deliberately phased agreement based on scope of services. Amendments will be processed for remaining phases/tasks.

For Cause: Section 10.2, within ten (10) days after written notice from the aggrieved party identifying the breach.
For Convenience: Section 10.2, written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice.

16. Deliverables, milestones or scope of this action:
Coastal engineering consultant services in accordance with tasks listed in Exhibit A.

17. List terms, considerations or deviations from standard county form:
5.2.6 It is noted that at the time of contracting, Consultant and Subconsultant (Coastal Eco-Group Inc.) do not have fringe benefit and overhead factors certified by an independent CPA in accordance with Section 5.2. Notwithstanding the Salary Costs (formula and requirements) set forth in Section 5.2 above, hourly rates have been negotiated with Consultant utilizing a method and factors agreed to by Consultant and the Contract Administrator which do not comply with Section 5.2 and the maximum billing rates as shown in Exhibit B are considered provisional. If the Consultant or Subconsultant Coastal Eco-Group Inc. obtain a certified audit of its fringe benefit and overhead cost factors in accordance with Section 5.2, the Consultant may submit a copy of the certified audit for review by County's Contract Administrator no later than 15 months after execution of this Agreement with an Amended Exhibit B reflecting rates and a multiplier consistent with the certified audit, but with the multiplier capped at no more than 3.0. If accepted by the Contractor Administrator as consistent with the certified audit and this paragraph, the Contract Administrator shall approve the Amended Exhibit B and notify the Consultant in writing. To the extent the Amended Exhibit B would justify an increase in compensation, any negotiated increase in Consultant's lump sum compensation for uncompleted work shall be recommended to, and subject to approval of, the appropriate award authority.