



AGREEMENT SUMMARY

NAME OF OTHER CONTRACTING PARTY
DHI WATER & ENVIRONMENT, INC.

PROPOSED ACTION

NEW ITEM, AMENDMENT, NUMBER 1, RENEWAL, EXTENSION

DOCUMENT TYPE

Other Agreement

PURPOSE

Provides for a no cost, eight month extension to the original agreement between Broward County and DHI Water & Environment Inc. for hydrologic modeling and related activities in the development of a County-wide water management master plan.

SPECIAL PROVISIONS (select if applicable)

LIVING WAGE PROGRAM, SBE SHELTERED MARKET PROGRAM, FEDERAL DBE PROGRAM, CDDBE PROGRAM, M/WBE PROGRAM, REQUIRES IN-KIND MATCH, REQUIRES CASH MATCH

EFFECTIVE DATES (new agreements only)

START:
END:

EFFECTIVE DATES (amendments only)

NO CHANGE, END DATE HAS CHANGED FROM 12/22/2009 TO 08/31/2010, TERM HAS FROM TO

CONTRACT ADMINISTRATOR

NAME: Michael Zygnerski
PHONE: 954-519-1450

CONTRACT TYPE

COST REIMBURSEMENT, OPEN-END, FIRM FIXED PRICE, TIME AND MATERIALS, PERFORMANCE BASED, OTHER

CONTRACT VALUE (new contracts)

ACTUAL, ESTIMATED, Base amount, Reimbursables, Optional Services, Total contract value

CONTRACT VALUE (amendments only)

NO CHANGE, ACTUAL, ESTIMATED, Original approved contract value \$1,000,000.00, Approved previous adjustments \$0.00, Value of this action \$0.00, Amended total contract value \$1,000,000.00

PAYMENT METHOD

LUMP SUM PAYMENT, MILESTONE / PROGRESS BASED, SCHEDULED OR TIME-BASED, OTHER

PAYMENT TERMS

Payment based on deliverables for services performed. Payments are due within 60 days after the invoicing period.

COST ADJUSTMENT

NOT APPLICABLE, CPI OR OTHER INDEX, FIXED PERCENTAGE %, FIXED COST \$, ACTUAL COST, OTHER

EQUITY PROGRAM PARTICIPATION SUMMARY

Total County established M/WBE, SBE, CDDBE, or DBE participation goal for this action or project: N/A
Total contractor-committed M/WBE, SBE, CDDBE, or DBE participation goal planned for this action or project: N/A
M/WBE, SBE, CDDBE, or DBE participation to date: N/A

RENEWAL OR EXTENSION TERMS

ADDITIONAL OR REDUCED AMOUNTS BY EACH PARTY DURING THE ABOVE PERIOD OR SUCCEEDING PERIODS MAY BE DETERMINED BY MUTUAL AGREEMENT AND SET FORTH IN AN EXCHANGE OF LETTERS BETWEEN THE PARTIES.

TERMINATION AND CANCELLATION PROVISIONS

FOR CAUSE: THIS AGREEMENT MAY BE TERMINATED FOR CAUSE BY THE AGGRIEVED PARTY IF THE PARTY IN BREACH HAS NOT CORRECTED THE BREACH WITHIN TEN (10) DAYS AFTER WRITTEN NOTICE FROM THE AGGRIEVED PARTY IDENTIFYING THE BREACH, OR FOR CONVENIENCE BY ACTION OF THE BOARD UPON NOT LESS THAN THIRTY (30) DAYS' WRITTEN NOTICE. THIS AGREEMENT MAY ALSO BE TERMINATED BY COUNTY ADMINISTRATOR UPON SUCH NOTICE AS COUNTY ADMINISTRATOR DEEMS APPROPRIATE UNDER THE CIRCUMSTANCES IN THE EVENT COUNTY ADMINISTRATOR DETERMINES THAT TERMINATION IS NECESSARY TO PROTECT THE PUBLIC HEALTH OR SAFETY. AN ERRONEOUS TERMINATION FOR CAUSE SHALL BE CONSIDERED A TERMINATION FOR CONVENIENCE.

FOR CONVENIENCE: AGREEMENT IS SUBJECT TO AVAILABILITY OF APPROPRIATIONS.

DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION

Project scope includes hydrologic modeling and related activities in the development of a County-wide water management master plan that identifies the type, location, sizing, and benefits of water resources projects and associated infrastructure capable of meeting County-wide water resource goals and water supply demands through the year 2025.

LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.

None