



## AGREEMENT SUMMARY

EXHIBIT 1

**1. Other Contracting Party:** Olsen Associates, Inc.**2. Proposed Action:** ☒ New Contract ☐ Amendment ☐ Renewal ☐ Extension **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):**

- |   |   |
|---|---|
| <input type="checkbox"/> Living Wage Program                | <input type="checkbox"/> SBE Sheltered Market Program                               |
| <input type="checkbox"/> Workforce Investment Pilot Program | <input checked="" type="checkbox"/> M/WBE Program (in accordance with 2CFR§200.321) |
| <input type="checkbox"/> Federal DBE/ACDBE program          | <input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ %                |
| <input type="checkbox"/> CBE Program                        | <input type="checkbox"/> 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:**

- |  |   |
|--|---|
| <input type="checkbox"/> Cost reimbursement          | <input type="checkbox"/> Open-end           |
| <input checked="" type="checkbox"/> Firm fixed price | <input type="checkbox"/> Time and materials |
| <input type="checkbox"/> Performance-based           | <input type="checkbox"/> 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
<i>Total contract value</i>	<i>2,729,385.24</i>

**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**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Not Applicable     | <input type="checkbox"/> Fixed Percentage - ____% | <input type="checkbox"/> Actual Cost  |
| <input type="checkbox"/> CPI or other Index | <input type="checkbox"/> Fixed Amount - \$ _____  | <input checked="" type="checkbox"/> 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.

**15. Termination and Cancellation Provisions**

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 Contract 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.