



AGREEMENT SUMMARY

1. Other Contracting Party:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

2. Proposed Action:

- New Contract Amendment, Number Renewal Extension

3. Document Type (select one):

Grant Agreement

4. Purpose/Description:

Provides funding for the construction and monitoring tasks associated with the Port Everglades Sand Bypass Project

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-Kind Match Required: \$ _____ or _____ %
- Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):

Start : July 01, 2018

End: June 30, 2022

6.b. Effective Dates (amendments only):

- No Change
- End date has changed from _____ to _____.
- Term has from _____ to _____.

7. Contract Administrator:

Name: Nicole Sharp
Phone: 954-519-1231

8. Contract Type:

- Cost reimbursement Open-end
- Firm fixed price Time and materials
- Performance-based Other _____

9.a. Contract Value (new contracts)

- Actual Estimated

Base amount	\$19,238,099
Reimbursables	
Optional Services	
Total contract value	19,238,099

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 Deliverable

11. Payment Terms

Upon satisfactory completion of eligible deliverables

12. Cost Adjustment

- Not Applicable Fixed Percentage - ___% Actual Cost
- CPI or other Index Fixed Amount - \$ _____ Other:

13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: NA%
- b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: NA%
- c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: NA%

14. Renewal or Extension Terms:

AT THE DISCRETION OF THE FDEP

15. Termination and Cancellation Provisions

For Cause: **IN THE EVENT OF FAILURE TO FULFILL ANY OBLIGATIONS UNDER THIS AGREEMENT**

For Convenience: **AGREEMENT DOES NOT CONTAIN A TERMINATION FOR CONVENIENCE CLAUSE IN FAVOR OF THE COUNTY. FDEP WILL NOT PAY FOR WORK PERFORMED 30 DAYS OR MORE AFTER TERMINATION**

16. Deliverables, milestones or scope of this action:

Deliverables described in Attachment A, Work Plan

17. List terms, considerations or deviations from standard county form.

This agreement imposes a limitation on FDEP’s liability under the agreement to no greater than the sum of unpaid compensation from FDEP but not to exceed a maximum of \$100,000. Venue for any disputes is in Second Judicial Circuit of Florida.