



AGREEMENT SUMMARY

1. Other Contracting Party: UNITED STATES OF AMERICA

2. Proposed Action: [X] New Contract [ ] Amendment, Number [ ] Renewal [ ] Extension

3. Document Type (select one): Grant Agreement

4. Purpose/Description: Provides funding for the design and permitting of the Port Everglades Sand Bypass Project

5. Special Provisions (select if applicable): [ ] Living Wage Program [ ] SBE Sheltered Market Program [ ] Workforce Investment Pilot Program [ ] M/WBE Program [ ] Federal DBE/ACDBE program [ ] In-Kind Match Required: \$ \_\_\_ or \_\_\_ % [ ] CBE Program [ ] Cash Match Required: \$ \_\_\_ or \_\_\_ %

6.a. Effective Dates (for new agreements only): Start: June 1, 2013 End: September 30, 2022

6.b. Effective Dates (amendments only): [ ] No Change [ ] End date has changed from \_\_\_ to \_\_\_. [ ] Term has from to .

7. Contract Administrator: Name: Samantha Danchuk Phone: 954-519-1295

8. Contract Type: [X] Cost reimbursement [ ] Open-end [ ] Firm fixed price [ ] Time and materials [ ] Performance-based [ ] Other

9.a. Contract Value (new contracts) [X] Actual [ ] Estimated Table with Base amount \$1,231,250 and Total contract value \$1,231,250

9.b. Contract Value (amendments only) [ ] No change [ ] Actual [ ] Estimated Table with 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 [X] Other Deliverable

11. Payment Terms

12. Cost Adjustment [X] 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: 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: AT THE DISCRETION OF THE FDEP

15. Termination and Cancellation Provisions 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 3, 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.