

RESOLUTION NO. 03-180

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND THE TOWN OF MIAMI LAKES FOR ENGINEERING SERVICES FOR THE MIAMI LAKEWAY NORTH DRAINAGE IMPROVEMENTS AND THE SURFACE PARKING ADDITION AT MIAMI LAKES PARK; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) has retained the services of Kimley-Horn and Associates, Inc. as Town Engineer; and

WHEREAS, the Town has completed master planning for both Miami Lakes Park and the Town’s stormwater improvements; and

WHEREAS, the section of Miami Lakeway North between Ludlam Road and NW 154th Street was identified in the stormwater master plan as an area of high priority for stormwater improvements; and

WHEREAS, significant parking deficiencies were identified in the Miami Lakes Park master plan; and

WHEREAS, the Town Council finds that approval of the project agreement between the Town and Kimley-Horn and Associates, Inc., for engineering services related to the Miami Lakeway North drainage improvements and the surface parking addition at Miami Lakes Park, is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this resolution by this reference.

Section 2. Approval of Agreement. The Project Agreement between Kimley-Horn and Associates, Inc. and the Town of Miami Lakes for engineering services related to the Miami Lakeway North drainage improvements and the surface parking addition at Miami Lakes Park (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Mayor is authorized to execute the Agreement on behalf of the Town.

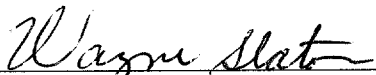
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of November, 2003.

Motion to adopt by **Councilmember Meador**, second by **Councilmember Simon**

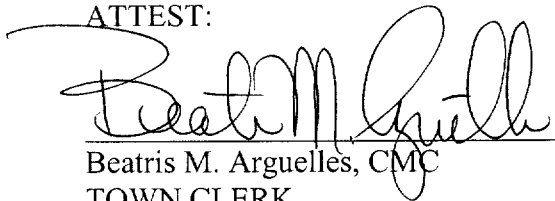
FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	Yes
Vice Mayor Roberto Alonso	Yes
Councilmember Mary Collins	Yes
Councilmember Robert Meador	Yes
Councilmember Michael Pizzi	Yes
Councilmember Nancy Simon	Yes
Councilmember Peter Thomson	Yes



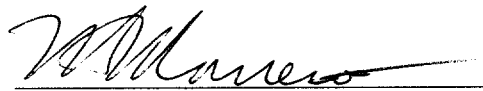
Wayne Slaton
MAYOR

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske
TOWN ATTORNEY

PROJECT AGREEMENT

Between

TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

for

Work Authorization No. 02-27

Miami Lakeway North Parking, Paving, Grading and Drainage Design

PROJECT AGREEMENT

Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 02-27

Miami Lakeway North Parking, Paving, Grading and Drainage Design

Pursuant to the provisions contained in the "Continuing Services Agreement" between the TOWN OF MIAMI LAKES, FLORIDA (the "TOWN") and KIMLEY-HORN AND ASSOCIATES, INC., ("CONSULTANT") dated May 15, 2002, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The TOWN and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide planning and Consultation services to the TOWN for the design and permitting of parking, paving, grading and drainage improvements for Miami Lakeway, NW 64th Avenue and a surface parking lot located within Miami Lakes Park. The parking improvements will be designed in accordance with the conceptual plan previously prepared by the CONSULTANT. The paving, grading and drainage improvements will be designed in accordance with the TOWN's Stormwater Master Plan. Areas 1 and 2 of the Miami Lakeway Sub-Basin as described in the Stormwater Master Plan are included in this proposal as is the right-of-way for NW 64th Avenue between Miami Lakeway North and the C-14 Canal.

The professional services for this project will include the following:

Task 1 Project Initiation

The CONSULTANT will obtain, review, and analyze survey and soils testing for the areas encompassed by the proposed parking, paving, grading and drainage improvements for Miami Lakeway, NW 64th Avenue and a surface parking lot within Miami Lakes Park. The CONSULTANT will make visit the site to collect data and note existing conditions.

Task 2 60% Design Plans

Utilizing the survey and soils testing information obtained in Task 1 above, the CONSULTANT will prepare preliminary design plans for the construction of grading and drainage improvements, parking and paving within the project area. These 60% design plans will show the geometric layout over top the base survey data. The basis for design will be the approved Stormwater Master Plan, Miami-Dade County standards, and Florida Department of Transportation (FDOT) design standards where applicable.

Three (3) copies of the 60% plans will be submitted to the TOWN for distribution to the appropriate departments for their review. After sufficient review time, a meeting will be scheduled with TOWN staff to review the 60% design plans. The purpose of the meeting will be to review the 60% plan comments, discuss revisions and design decisions and solicit additional comments from TOWN staff. The meeting will result in an approved 60% Design Plan.

Two (2) copies of the approved 60% design plan will be forwarded to each utility company known to operate in the vicinity of the project. Each utility company will be requested to return one set of redlined plans, identifying the horizontal and vertical location of their facilities, to the CONSULTANT. The CONSULTANT will log in each set of plans when returned by the utility companies. This information will be added to the plans. The following plan sheets may be included in the 60% design plan set:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Typical Sections – up to three typical sections describing the work. Two typical sections describing work on Miami Lakeway North and one typical sections describing the work along NW 64th Avenue.
3. Plan and Profile Sheets (6 @ 24” x 36” format) – Containing the geometric, horizontal and vertical alignment as well as modifications/additions to the existing drainage system for Miami Lakeway North and NW 64th Street.
4. Parking Lot Horizontal Control Plan and Paving, Grading and Drainage Plan – Containing the geometric, horizontal and vertical alignment as well as modifications/additions to the existing drainage system for the proposed Miami Lakes Park parking lot.
5. Miscellaneous Construction Details – These sheets would provide construction details that are not included in the Florida Department of Transportation Standard Indexes or Miami-Dade County Details.
6. Miscellaneous Drainage Details – These sheets would provide construction details that are not included in the Florida Department of Transportation Standard Indexes or Miami-Dade County Details.

7. Signing and Pavement Marking Plans – Signing and pavement markings will be detailed at a scale of 1” = 20’. These sheets will be in plan format and will consist of approximately 4 sheets.
8. Landscape and Irrigation Plans – Landscape and irrigation plans for the proposed parking area within Miami Lakes Park will be detailed at a scale of 1” = 20’. These sheets will be in plan format and will consist of approximately 5 sheets including specifications and details.

Task 3 – Drainage Design and Permitting

3.1 Coordination Meetings

We will attend up to five (5) coordination meetings with representatives of the Miami Dade County Department of Environmental Resources Management (DERM), the Miami-Dade County Department of Public Works (Public Works) and the Miami-Dade County School Board (School Board) during the course of the design and permitting process. The intent of the meetings is to review the proposed design and permitting requirements.

3.2 Hydraulic Analysis

The hydraulic analysis will be completed for the project area. During the analysis, the volume of stormwater runoff will be calculated from the design storm, the capacity of the existing stormwater collection system will be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the storm water system. Based upon the preliminary storm water calculations that were conducted as part of the Stormwater Master Plan, it is the intent of the design for this project to construct an outfall connection from Miami Lakeway North to the C-14 canal and to supplement this system with exfiltration trench. This outfall will be designed with capacity for future connection of additional drainage basins located along the Miami Lakeway North corridor.

3.3 Conceptual Design

Following the hydraulic analyses, the CONSULTANT will prepare a conceptual design for improvements to the stormwater collection and disposal systems within the project area. The conceptual design will include locations and capacities of catch basins and localized disposal systems (e.g., exfiltration trenches and drainage outfalls), and a listing of details to include into drainage features.

3.4 Permitting

The CONSULTANT will prepare and submit permit applications to DERM and Public Works as required. The package will consist of the permit application form, pre- and post-development runoff calculations, and the 60% engineering drawings. The CONSULTANT will conduct an application meeting at the time the application is submitted. Responses to comments (up to two sets

of review comments by DERM) will be prepared within the 90% and 100% construction documents.

Task 4 - 90% Construction Plans and Draft Contract Documents

4.1 90% Construction Plans

Upon receipt of the TOWN's 60% plan comments, utility information, and first round of comments from DERM and Public Works, the CONSULTANT will proceed with 90% construction documentation. The 90% construction document set will include the following:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Typical Sections – up to three typical sections describing the work. Two typical sections describing work on Miami Lakeway North and one typical sections describing the work along NW 64th Avenue.
3. Plan and Profile Sheets (6 @ 24" x 36" format) – Containing the geometric, horizontal and vertical alignment as well as modifications/additions to the existing drainage system for Miami Lakeway North and NW 64th Street.
4. Parking Lot Horizontal Control Plan and Paving, Grading and Drainage Plan – Containing the geometric, horizontal and vertical alignment as well as modifications/additions to the existing drainage system for the proposed Miami Lakes Park parking lot.
5. Miscellaneous Construction Details – These sheets would provide construction details that are not included in the Florida Department of Transportation Standard Indexes or Miami-Dade County Details.
6. Miscellaneous Drainage Details – These sheets would provide construction details that are not included in the Florida Department of Transportation Standard Indexes or Miami-Dade County Details.
7. Signing and Pavement Marking Plans – Signing and pavement markings will be detailed at a scale of 1" = 20'. These sheets will be in a plan/plan format and will consist of approximately 4 sheets.
8. Landscape and Irrigation Plans – Landscape and irrigation plans for the proposed parking area within Miami Lakes Park will be detailed at a scale of 1" = 20'. These sheets will be in plan format and will consist of approximately 5 sheets including specifications and details.

Plan set summary of estimated sheets:

Key Sheet	1
Typical Sections	1
Plan and Profile Sheets	6

Parking Lot Plan Sheets	2
Miscellaneous Construction Details	2
Miscellaneous Drainage Details	2
Signing and Pavement Marking Plans	4
Landscape and Irrigation Plans	5

Total Number of Sheets **23**

4.2 Draft Contract Documents

The Engineer’s Joint Contract Committee (EJCDC) standard contract documents will be utilized for this project. It is intended that the Florida Department of Transportation Technical Specifications be used for this project. Supplemental Technical Specifications will be prepared by the CONSULTANT that will address construction elements not addressed in said standard technical specifications or that are included but require modifications to make them project specific. A preliminary set of the supplemental specifications will be forwarded to the TOWN for review and approval within the final 90% submittal. The final response to comments, formatting and preparation of bid documents will be prepared within the 100% construction documents.

The CONSULTANT will provide 3 copies of the 90% construction document plans and draft contract documents to the TOWN for distribution to the appropriate departments for their review. After sufficient review time, a meeting will be scheduled with TOWN staff to review the 90% design plans. The 90% construction plans will also be submitted to DERM and Public Works as needed for additional review.

Task 5 - Final Construction Plans and Final Contract Documents

Upon receipt of the 90% plan and draft contract document comments, the CONSULTANT will proceed with Final construction documentation. The Final construction document set will incorporate the comments made by the TOWN and review agencies at the 90% review. Upon incorporation of the comments, the Final documents will be submitted to the TOWN for bidding purposes.

Task 6 – Post-Design Services

6.1 Bidding Assistance

The CONSULTANT shall consult with and advise the TOWN and act as its representative for the proposed improvements during the bidding process. This task is limited attendance at a pre-bid meeting and issuance of up to 2 addenda in response to contractor questions. Once bids are received, the CONSULTANT will review the bids and prepare a bid tabulation sheet for use in making the recommended award.

6.2 Meetings

The CONSULTANT agrees to attend one pre-construction meeting and bi-monthly progress meetings (as scheduled by the CONSULTANT) with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

6.3 Resident Project Representation

A Resident Project Representative (RPR) will be furnished by the CONSULTANT and shall act as directed by the CONSULTANT in order to assist the CONSULTANT in observing performance of the work of the Contractor(s). The duties, responsibilities, and limitations on the authority of the RPR and assistants will be in accordance with the latest EJCDC document associated with this issue.

The RPR shall make three weekly visits to the site at the various stages of construction to observe the progress and quality of the executed work of Contractor(s) and to determine if such work is proceeding in general accordance with the Contract Documents. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR's efforts will be directed toward providing the TOWN with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the CONSULTANT shall keep the CITY informed of the progress of the work, shall endeavor to protect the CITY against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The CONSULTANT shall perform the observations in accordance with the standard of care of the profession at the time of service.

The RPR agrees to prepare and submit monthly reports of the field visits describing the general working conditions, areas of construction activity, tests performed, and special and unusual events.

6.4 Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto). The CONSULTANT shall perform these reviews in accordance with the standard of care of the profession at the time of service.

The CONSULTANT shall consult with and advise the TOWN as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

6.5 Contract Clarifications

The CONSULTANT shall issue instructions of the TOWN to Contractor(s); issue necessary interpretations and clarifications of the plans and specifications and in connection therewith and review change orders as required.

6.6 Pay Application Review

Based on the CONSULTANT's on-site observations and on review of applications for payment and the accompanying data and schedules, the CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to the TOWN based on such observations and review that the work has progressed to the point indicated and that, to the best of the CONSULTANT's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in the CONSULTANT's recommendations), and that payment of the amount recommended is due Contractor(s).

6.7 Substantial Completion Review

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If each Contractor has fulfilled all of his obligations thereunder, the CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to the TOWN and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

SECTION 2. DELIVERABLES

2.1 The deliverable associated with this authorization will be as outlined in the scope of services for each of the listed tasks.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless otherwise terminated pursuant to Section 4 or other applicable provisions of this Project Agreement. The TOWN Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 30 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the TOWN Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the TOWN in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the TOWN the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the TOWN reasonably believes that completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** TOWN agrees to pay CONSULTANT the lump sum compensation as follows for this work authorization.

Task 1 – Project Initiation	\$ 3,800
- Survey	\$10,600
-Geotechnical Testing	\$ 3,500
Task 2 – 60% Design Plans	\$17,600
Task 3 – Drainage Design and Permitting	\$14,900
Task 4 – 90% Design Plans and Draft Contract Documents	\$17,900
Task 5 – Final Design Plans and Final Contract Documents	\$ 9,000
Task 6 – Post-Design Services	
- Bidding Assistance/Meetings/Pay Review	\$ 4,000
- Resident Project Representative/Substantial Review	\$ 12,800
- Shop Drawing Review/Clarifications	\$ 3,700

Total Lump Sum Compensation **\$97,800**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the TOWN.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number 02-27 on a monthly basis in a timely manner. Invoices shall not exceed amounts allocated to the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the TOWN. The TOWN shall pay CONSULTANT within thirty (30) calendar days of approval by the TOWN Manager of any invoices submitted by CONSULTANT to the TOWN.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with additional backup documentation within five (5)

working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN's reasonable satisfaction.

5.4 **Retainage.** The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the TOWN Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANTS, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the

event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subCONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the TOWN make any payment to the CONSULTANT for services which have not been performed.

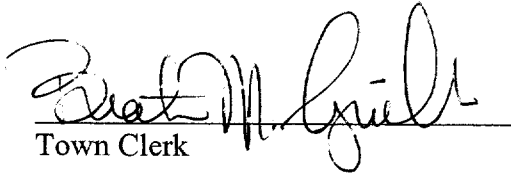
6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the TOWN'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the TOWN.

6.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

7.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated May 15, 2002 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

ATTEST:



Town Clerk

TOWN OF MIAMI LAKES

By: _____
Alex Rey, Town Manager

Date: _____


APPROVED AS TO FORM:


Town Attorney

ATTEST:

Please print name

KIMLEY-HORN AND ASSOCIATES, INC.


By: _____
R. Russell Barnes, III, P.E.
Sr. Vice President

Date: 11/24/03