

RESOLUTION NO. 11-950

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AWARD A CONTRACT TO KIMLEY-HORN AND ASSOCIATES (KHA) TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF WATER AND SEWER CONNECTIONS AT THE MIAMI LAKES OPTIMIST PARK (MLOP), IN AN AMOUNT NOT TO EXCEED \$54,800.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Miami-Dade County Environmental Quality Control Board (“EQCB”) issued a directive, requiring the Town of Miami Lakes (the “Town”) to have existing restrooms at Miami Lakes Optimist Park (“MLOP”), and any other future facility built there, connected to the public sanitary sewer system on or before April 10, 2013; and;

WHEREAS, the Town Council has approved work on a future club house for Miami Lakes Optimist Park, which will also have to meet the EQCB, directives; and

WHEREAS, the improvements will include the design of a pump station and water service improvements; and

WHEREAS, the Town Manager has negotiated with Kimley-Horn and Associates, pursuant to an existing Continuing Services Agreement, to undertake those aspects of the project associated with design, permitting and construction oversight of existing and future water and sewer system connection improvements; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to award the contract to Kimley-Horn and Associates for

Engineering Services for the design, permitting and construction oversight of the water and sewer connection improvements at Miami Lakes Optimist Park, in the amount of \$54,800.00.

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

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of a contract to Kimley-Horn and Associates for Engineering Services related to the design, permitting and construction oversight of water and sewer improvements at Miami Lakes Optimist Park, in the amount of \$58,000.

Section 3. Authorization of Town Manager. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Execution of the Contract. The Town Manager is authorized to execute the Contract, on behalf of the Town, with Kimley-Horn and Associates for Engineering Services at Miami Lakes Optimist Park, subject to the approval as to form and legality by the Town Attorney.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contracts.

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

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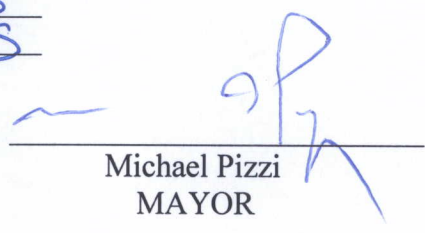
Resolution No. 11- 950

PASSED AND ADOPTED this 8th day of November, 2011.

Motion to adopt by Mayor Pizzi, second by Councilman Perdomo

FINAL VOTE AT ADOPTION

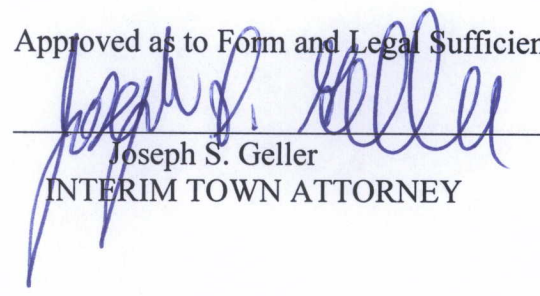
Mayor Michael Pizzi	<u>yes</u>
Vice Mayor Nick Perdomo	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>



 Michael Pizzi
 MAYOR

Attest:


 Marjorie Tejeda
 TOWN CLERK

Approved as to Form and Legal Sufficiency


 Joseph S. Geller
 INTERIM TOWN ATTORNEY

PROJECT AGREEMENT

Between

TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

for

Work Authorization No. 11/12-01

Miami Lakes Optimist Park
Water and Wastewater Improvements

PROJECT AGREEMENT

Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 11/12-01

Miami Lakes Optimist Park
Water and Wastewater Improvements

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., (the "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 **Project Understanding.** The CONSULTANT shall provide engineering services to the TOWN in support of the Miami Lakes Optimist Park Master Plan. Per the Master Plan, a new combined 17,400 SF Gymnasium/Clubhouse and 2,000 SF Concession Stand are planned. This proposal is for providing water and wastewater design, permitting and limited construction phase services for the proposed buildings. These improvements will also address the Department of Environmental Resource Management (DERM) requirement for the Town to have the existing restroom facilities at Miami Lakes Optimist Park connected to a public sanitary sewer system and the on-site septic system abandoned on or before April 10, 2013. This proposal does not include professional services associated with site improvements such as drainage, parking, sidewalks, curbing, landscaping, irrigation, or lighting.

The design services include the following improvements for the project area shown on the Master Plan and the associated facilities referenced above:

- On-site water and wastewater improvements for water services, wastewater collection, and a force main to connect to an existing Miami-Dade Water and Sewer Department (WASD) gravity sewer system on NW 64th Avenue. Water and wastewater improvements will be designed and sized for the future facilities listed above and shown on the Master

Plan. Actual building connections included in this set of construction plans will be limited to the existing restroom with stub outs shown for the future facilities.

- One privately owned wastewater pump station
- Abandonment of the existing septic system.

1.2 This proposal is based on the following assumptions. If changes to the proposed design intent occur, additional services may be required:

- The TOWN will develop and negotiate the terms and conditions of a water and sewer agreement with WASD. The CONSULTANT will review the document as it relates to describing the proposed utility improvements. Available site information will be used for any preliminary easement coordination and sketch and descriptions for final easements will be provided by the General Contractor as part of the contract documents.
- The adjacent WASD wastewater collection system on NW 64th Avenue has adequate capacity and depth of fall for connection of the new park facilities. If capacity is not available or an alternate connection point is required by WASD, additional services will be required.
- An on-site water system loop connected to the existing 12-inch water main on NW 64th Avenue will be acceptable to Miami-Dade County for water services. As with the wastewater collection system, if capacity is not available or an alternate connection point is required by WASD, additional services will be required.
- The average daily wastewater flow of 9,100 gallons used for preliminary sizing of the pump station is based on the following criteria:
 - Gymnasium/Community Center, 35 gpd/100 SF
 - Concession Stand, 5 gpd/person, 150 people max
 - Existing restroom, 5 gpd/person, 150 people max
- Locations for all utility connections associated with future buildings will be provided by the Town and designed to terminate five (5) feet outside the proposed building envelope.
- There are no environmental issues, i.e. wetlands and or hazardous materials associated with the work to be performed.
- Our fee does not include the following plans and or disciplines: site civil, underground utility locates, landscaping/tree improvements or mitigation, irrigation, site lighting/electrical, environmental, mechanical, electrical and structural.
- A proposal for any other services not included in this scope of work may be provided at a later date.

1.3 The CONSULTANT will prepare the construction plans, bid form, and technical specifications and coordinate those documents with the TOWN for use in permitting, bidding, and constructing the Miami Lakes Optimist Park water and wastewater improvements. The “Front End” documents for the contract document package will be provided by the TOWN. The CONSULTANT will also provide limited construction phase services as part of this scope.

1.4 **On-Site Survey Update and Expansion.** The CONSULTANT’S subconsultant shall update and expand an existing survey. The updated and expanded survey shall be prepared

showing locations of existing utilities. The survey shall show surface features, paved areas, pavement widths, sidewalks, driveways, curb and gutter, utility structures and invert elevations of utility structures. If easements or rights-of-way of record other than those shown on recorded plats are required to be shown, this information will be obtained as an additional service.

1.5 **Geotechnical Investigation.** The CONSULTANT'S subconsultant shall provide a total of three (3) standard penetration test borings to a depth of 15 feet. An engineering report will be provided and will include a description of findings, results of laboratory testing and general recommendations for excavation, filing and compaction requirements for the utility improvements.

1.6 **Utility Layout Plan.** The TOWN has prepared a site plan for the proposed buildings and parking facility. The CONSULTANT will work with the TOWN to develop a utility layout plan for the proposed buildings and one (1) existing restroom. Utility improvements for existing buildings that will be demolished as part of the Master Plan are not included in this scope of work. Locations for all utility connections associated with future buildings will be provided by the Town. Upon review and approval of the utility layout plan, the CONSULTANT shall proceed in preparation of the Construction Documents.

1.7 **Water and Wastewater Construction Documents.** The CONSULTANT will develop construction plans for the utility improvements based on the approved utility plan. In general, the plan set may contain the following information:

- Utility Plan - Plan shall include surface features and horizontal control of the existing and proposed utility improvements based on the site survey discussed above. The TOWN will provide any existing utility information throughout the site for use in determining the existing water and wastewater/septic systems. Underground utility locates for existing utilities are not included in this scope of services, but can be provided as an additional service if existing data is not available.
- Water and Wastewater Profiles, Notes and Details – Profile drawings will be developed where applicable to address water and wastewater improvements, conflicts, and building connections for the facilities as discussed above. The plans shall include abandoning the septic tank associated with the existing restroom that is not scheduled to be demolished as part of the Master Plan.
- Pump Station Plan, Notes and Details - It is anticipated that an onsite wastewater pump station will be required. Pump station, pump station electrical service, and associated details will be provided. The pump station design will be based on a standard privately owned duplex grinder station with float control panel. The pump station will not be designed to WASD standards or include any auxiliary or emergency generator power, remote telemetry system, or site improvements such as landscaping.
- Standard utility trench restoration/pavement restoration details will be used for all utility improvements. Plans or details for any site improvements beyond the limits of the utility trench or pump station area are not included in this scope of work.

The CONSULTANT will provide 3 – 24” x 36” copies of the construction document plan sets to the TOWN. This submittal process will be completed for 60% and final construction documents. As part of this task, the CONSULTANT will attend one (1) design review meeting with the TOWN for each submittal.

The CONSULTANT will provide an Opinion of Probable Cost associated with the construction documents at the 60% and final design submittals.

1.8 **Government Agency Approval Processing.** The CONSULTANT will prepare permit applications with supporting documentation for the TOWN’s signature and subsequent transmittal to relative governmental agencies including:

1. Miami Dade County Water and Sewer Department (MDWASD) - Request for Letter of Availability
2. MDWASD - Assist the TOWN in securing a Water and Sewer Agreement limited to technical review.
3. MDWASD - Water and Sewer extensions
4. DERM/Florida Department of Environmental Protection (FDEP) - Sanitary Sewer Collection System
5. Florida Department of Health (FDOH)/ Florida Department of Environmental Protection (FDEP) - Watermain extension
6. DERM - Water Distribution
7. DERM - Sewer Allocation Letter/Pump Station

As part of this task, the CONSULTANT will attend one (1) meeting with MDWASD and one (1) meeting with DERM in an effort to inform and implement the input of the Departments. As the intent is to keep these improvements limited to TOWN property, this scope of services does not include coordination with the Miami-Dade County School Board.

All permit and impact fees will be paid directly by the TOWN and **are not included** in the lump sum fees. Any significant plan revisions caused by the TOWN changing criteria after our initial design is reviewed with each appropriate agency and similar factors outside the Consultant’s control, additional meetings or coordination will be considered as Additional Services. CONSULTANT will respond to one (1) request for additional information from each agency. Design changes resulting from permitting agencies within the project assumptions stated above will be addressed by the CONSULTANT.

1.9 **Bidding Assistance.** The CONSULTANT will consult with and advise the TOWN and act as its representative for the improvements during the bidding process. This task is limited to issuance of addendums in response to related contractor questions. The TOWN will attempt to gather all RFI’s and provide to the CONSULTANT to result in minimal addendums.

1.10 **Construction Phase Services.** During the construction phase of the water and wastewater improvements, CONSULTANT will provide the scope of services outlined below to

certify the project's completion. We believe this level of service to be the minimum to prepare certifications. This proposal is based on a construction duration of six months.

1. Review shop drawings for site improvements.
 - a. Review and approval or other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, will only be for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to accuracy or completeness of details or construction means or methods. CONSULTANT is not responsible for any deviations from the Contract Documents not brought to CONSULTANT's attention in writing by the Contractor (site/ civil submittals only).
2. Respond to Requests for Information.
 - a. Provide interpretations of the plans and specifications developed in Tasks listed above and provide responses to all reasonable requests for information from the contractor during construction.
3. Observe construction of site improvements for certification of completion as follows:
 - a. Attendance by an engineering representative at one (1) one hour pre-construction meeting.
 - b. Attend as many as six (6) hours of construction progress meetings for the administration, management, and technical execution of the Scope of Services.
 - c. Attend site visits to observe construction of water distribution, gravity sewer collection, force main transmission and pump station improvements sufficient to certify the project. The ability to certify the project will require regularly scheduled site reports, field documentations, and photos provided by the TOWN for review by the CONSULTANT.
 - (1) Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. Based on information obtained during such visits and such observations, CONSULTANT will determine if Contractor's work is generally proceeding in accordance with the contract documents, and CONSULTANT shall keep Client informed of the general progress of the work.

(2) The purpose of CONSULTANT's visits to the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned in this Agreement to CONSULTANT during the construction phase by Client, and, in addition, by the exercise of CONSULTANT's efforts, to provide Client a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

(3) CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. CONSULTANT shall not have the authority or responsibility to stop the work of any Contractor.

- d. Attend one (1) walk-through with the TOWN and Contractor to develop a punch list.
- e. Attend one (1) final walk-through with the TOWN and Contractor after punch list completion.
- f. Upon successful completion of the project by the Contractor, the CONSULTANT will certify that the project has been built in general compliance with the plans.
- g. Review record drawings of the utilities for certification to applicable agencies. Our record drawing information will be based upon "as-builts" (meeting local jurisdictional requirements) provided by the Contractor's registered Florida Surveyor during and after completion of construction.
- h. Prepare final certification and requests for release to place utility systems into service to the TOWN, MDWASD, DERM, and FDOH.

1.11 **Additional Services.** Upon the TOWN's authorization, CONSULTANT will provide additional services that may be required beyond those previously described. Compensation for additional services will be agreed to prior to their performance.

The TOWN may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 The deliverables associated with this work authorization will include the following information:

- Project Meetings
- On-Site Survey Update and Expansion
- Geotechnical Investigation
- Water and Wastewater Construction Documents
- Government Agency Approval Processing
- Bid Assistance
- Construction Phase Services
- Final Certification

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 6 or other applicable provisions of this Project Agreement until the project is completed. 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 compensate the CONSULTANT as follows for this work authorization:

Task 1.4 - On-Site Survey Update and Expansion	\$2,600.00
Task 1.5 - Geotechnical Investigation	\$1,500.00
Task 1.6 - Utility Layout Plan	\$2,400.00
Task 1.7 - Water and Wastewater Construction Documents	
60% Documents	\$14,700.00
Final Documents	\$15,000.00
Task 1.8 - Government Agency Approval Processing	\$8,100.00
Task 1.9 - Bidding Assistance	\$1,200.00
Task 1.10 - Construction Phase Services	\$9,300.00
<hr/>	
Total Lump Sum Compensation	\$54,800.00

4.2 **Reimbursable Expenses.** The following reimbursable expenses such as long distance telephone calls, facsimile, courier services, mileage, photo and reproduction services are included in the Lump Sum Compensation.

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 11/12-01 on a monthly basis in a timely manner. Invoices shall not exceed amounts allocated to the Project 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 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 provisions 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 sub-CONSULTANT 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.

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ATTEST:

TOWN OF MIAMI LAKES

M. Tejada
Town Clerk

By: [Signature]
Alex Rey, Town Manager

Date: 11/17/11

APPROVED AS TO FORM:

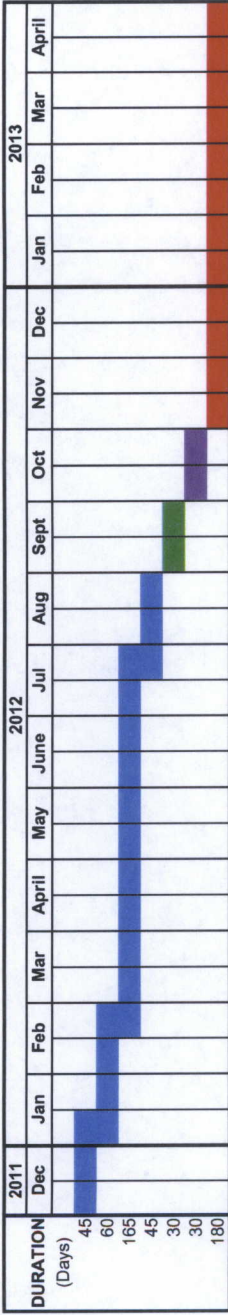
Joseph J. Keller
Town Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

By: Gary R. Ratay
Gary R. Ratay, P.E.
Senior Associate

Date: 11/18/11

Town of Miami Lakes
Miami Lakes Optimist Park
Water and Wastewater Improvements
Project Timeline



Design Process
 Bid Process
 Contract Award
 Construction