



V I L L A G E O F K E Y B I S C A Y N E

Office of the Village Manager

MEMORANDUM

Village Council

Robert L. Vernon, Mayor

Enrique Garcia, Vice Mayor

Michael W. Davey

Robert Gusman

Michael E. Kelly

Jorge E. Mendia

Thomas Thornton

Village Manager

Genaro "Chip" Iglesias

DATE: April 5, 2010
TO: Honorable Mayor and Members of the Village Council
FROM: Genaro "Chip" Iglesias, Village Manager
RE: 530 Crandon Boulevard: Public Works Facility Alternative Sites

RECOMMENDATION

It is recommended that the Council direct the Village Manager to negotiate a lease for utilization of the area behind La Carreta for its temporary Public Works yard until a permanent location is identified. Additionally, that the Professional Services proposal from AECOM to evaluate the possibility of a permanent facility on Village Green Way and/or Village Hall parking lot be authorized.

BACKGROUND

530 Crandon Boulevard ("530") was authorized by legislation passed by the Village Council to utilize this site as a staging area for the Crandon Boulevard and Water and Sewer project with the understanding that it would be vacated for public use. Additionally, "530" has been undergoing the remediation of the contamination of the site from its use prior to purchase by the Village. The Village Council directed the Administration to find a new location for the Public Works Facility. About 60% of the property has already been opened for public use. In addition, the Parks and Recreation Director has received communication from the Florida Department of Environmental Protection that the property has to be fully converted to public park use so grant funding in the amount of \$ 85,399 provided for the purchase will not be subjected to a refund.

Public Works is an essential service and an adequate facility is of the utmost importance. It is obvious that an appropriate site is a major challenge. Several areas were evaluated and each brings challenges. Some of the areas that were identified were not feasible. A permanent location will require more analysis and discussion. In the interim, the location recommended, will allow "530" to be fully converted to public park use and provide more time to identify a permanent location. The area behind La Carreta Restaurant nearest the fence of the 7-11 Shopping Center will provide approximately 5,500 square feet. We have discussed a three year Agreement, at \$27,500 (\$5.00 per sq. ft.) per year that permits either party to terminate with a 180 day notice. This is a temporary location.

The Presbyterian Church property on Harbor Drive is also still under discussion. The area that was evaluated is at the rear adjacent to the basketball courts. This area could accommodate the yard but not the dumpster. This would be a temporary location. Discussions have not reached a point of being able to rely on this site at this point. If this site were available, a location for the dumpster would be needed. The dumpster can be located in two parking spaces on W. Enid Drive adjacent to the Village Hall Parking Lot. The appearance and actual use of the dumpster is problematic.

Ultimately, a permanent location will be needed. One approach would be to construct a Public Works Building on Village Green Way between the Village Hall Parking Lot and the office building at 580 Crandon Boulevard. This building would be a one story vaulted structure approximately 25 ft. high with a flat roof that could accommodate court games. Also, the Village Hall parking lot footprint can be evaluated to build the facility.

In researching this alternative, Staff and the Village Attorney discovered the Village entered into an access easement with the owners of the property at 580 Crandon Blvd. This easement provides for vehicular and pedestrian access to the parking lot from Village Green Way at the rear of the property. The access agreement is attached. This may limit our options for use of portions of Village Green Way.

The Administration contacted AECOM which is the successor company to Spillis and Candela who designed the Civic Center infrastructure, prepared all of the Civil and Engineering plans, and Village Hall. We requested a proposal to develop alternatives within Village Green Way and our Village Hall parking lot. Their fee is \$ 15,360 and includes 3 conceptual designs. Their proposal is attached to this memorandum.

Should this alternative be selected, the Administration recommends that competitive bidding for design services be waived. This site contains major utility duct banks including a transformer vault which was designed by this firm. Should the Council wish to seek bids for the required design services, this process would take approximately 2-3 months before a contract can be executed and the work can begin.

RESOLUTION NO. 2010 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, SELECTING AN ALTERNATIVE SITE FOR THE PUBLIC WORKS YARD CURRENTLY LOCATED AT 530 CRANDON BOULEVARD; DIRECTING AND AUTHORIZING THE VILLAGE MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO RELOCATE THE PUBLIC WORKS YARD TO THIS ALTERNATIVE SITE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council directed the Village staff to identify potential alternative sites for the public works yard located at 530 Crandon Boulevard (the “Public Works Yard”); and

WHEREAS, after review of several different sites, the Village staff has identified three potential alternative sites for the relocation of the Public Works Yard; and

WHEREAS, after review of the three potential sites, the Village Council finds that the Public Works Yard shall be relocated to _____; and

WHEREAS, the Village Council authorizes the Village Manager to take any and all steps necessary to relocate the Public Works Yard to this site; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Alternative Public Works Site Selected. The Village Council hereby selects _____ as the site in which the Public Works Yard shall be relocated.

Section 3. Village Manager Authorized. The Village Manager is hereby directed and authorized to take any and all steps necessary to relocate the Public Works Yard to_____.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of _____, 2010.

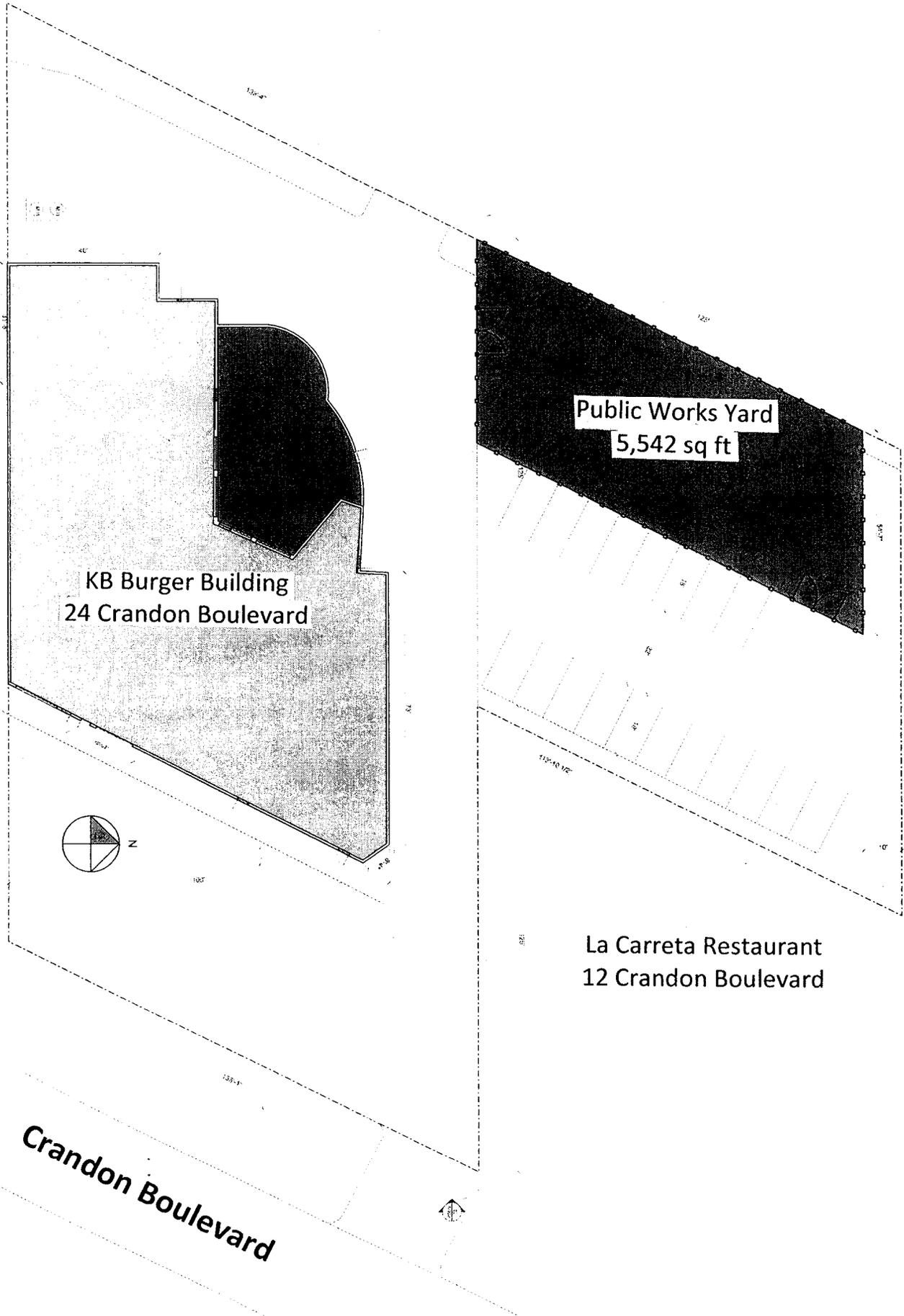
MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, CMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY



KB Burger Building
24 Crandon Boulevard

Public Works Yard
5,542 sq ft

La Carreta Restaurant
12 Crandon Boulevard

Crandon Boulevard



CFN 2005R0726259
 DR Bk 23567 Pgs 4230 - 4238 (9pgs)
 RECORDED 07/13/2005 14:43:17
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This Instrument Prepared by:
 Marla A. Graña, Esq.
 Shutts & Bowen LLP
 201 South Biscayne Boulevard
 Miami, Florida 33131

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of JUNE 28, 2005 by and between the VILLAGE OF KEY BISCAYNE, a municipal corporation of the State of Florida (the "Village"), and PARKINK, LLC, a Florida limited liability company ("Parkink").

RECITALS

A. The Village is the owner in fee simple of Village Green Way, a private roadway located in the Village of Key Biscayne's Civic Center.

B. Parkink is the owner of that certain real property legally described on Exhibit "A" attached hereto and commonly known as and located at 580 Crandon Boulevard, Key Biscayne, Florida (the "Benefited Property").

C. On June 22, 2004, the Village approved the Site Plan for construction of a seven thousand seven hundred fifty (7,750) square foot office building on the Benefited Property conditioned upon the execution of an agreement to permit access to and from the Benefited Property from Village Green Way.

D. Prior to the approval of the Site Plan, Village required that ingress and egress to the Benefited Property's surface parking lot be through Village Green Way, although the Benefited Property has access to a public right-of-way through Crandon Boulevard and West Enid Drive.

E. The Village has agreed to grant a nonexclusive easement over, across and upon that portion of Village Green Way more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Roadway Easement Area") for the purpose of vehicular and pedestrian ingress and egress and access to and from the Benefited Property upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Village and Parkink agree as follows:

AGREEMENTS

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein as if set out in full in the body of this Agreement.

2. **Grant of Easements.** The Village hereby grants to Parkink, for the benefit of the Benefited Property, all tenants, subtenants, sub-subtenants, and other occupants and users of the Benefited Property from time to time, and all of their respective employees and other agents, contractors, subcontractors, invitees and guests and all other persons coming onto the Benefited Property from time to time, and their respective successors and assigns a perpetual, non-exclusive easement over, across and upon the Roadway Easement Area for the purpose of vehicular and pedestrian ingress and egress and access to and from the Benefited Property.

3. **Expense.** The Village shall maintain the Roadway Easement Area and the Landscaping during the term of this Agreement.

4. **Term.** This Agreement and the easements, rights, obligations, and liabilities created herein shall become effective immediately upon the mutual execution and delivery thereof and shall remain in full force and effect unless and until this Agreement is terminated by a written instrument executed by the Village and Parkink or their respective heirs, successors or assigns. Upon termination of this Agreement, all rights and privileges derived from, and all duties and obligations created and imposed by the provisions of this Agreement, shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that either party may have against any other parties with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

5. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); five days after being sent, if sent by certified or registered mail for each party indicated below and addressed as follows:

To Village: Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
Attn: Village Manager

with a copy to:

Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Guedes Cole & Boniske, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133

To Parkink: c/o Roger K. Khouri
180 Crandon Boulevard, #114
Key Biscayne, Florida 33149

6. **No Obstruction of Traffic.** Parkink shall not cause or permit any obstruction to the free flow of traffic or use of the Roadway Easement Area or Village Green Way.

7. **Insurance.**

7.1 **Liability Insurance.** Throughout the term of this Agreement, Parkink shall maintain commercial general liability insurance for bodily injury, death, or property damage occasioned by any act or occurrence on or about the Roadway Easement Area arising out of or in connection with Parkink's exercise of its rights and privileges established in this Agreement, with minimum liability limits of \$1,000,000.00 for bodily injury or death of any one person and \$3,000,000.00 for bodily injury or death of two or more persons in any one incident or event, and in the minimum amount of \$1,000,000.00 for damage to property resulting from any one incident. The Village shall be designated as an additional insured.

7.2 **Copies of Policies to be delivered to the Village.** Certified copies of the above-described insurance policies and all certificates of such policies shall be furnished to the Village effective as of the date of this Agreement.

7.3 **Contents of Insurance Policies.** The above insurance policies shall contain clauses or endorsements substantially in the following words:

1. "Notwithstanding any other provision in this policy, the insurance afforded under this policy to the Village as additional insured shall be primary as to any other insurance or reinsurance covering the Village, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded under this policy has been exhausted."

2. "This policy may not be canceled or materially changed until thirty (30) days after receipt by the Village of a written notice of cancellation or change in coverage, as evidenced by receipt of a certified letter."

8. **Headings.** The captions and headings contained in this Agreement are for convenience of reference only and shall not affect the construction of interpretation of this Agreement.

9. **Covenants Running with the Land.** This Agreement, and the rights, obligations and interests created herein, shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

10. **Release.** Parkink releases the Village, its council members, staff, representatives, officers, members, employees, agents and independent contractors from any and all claims, actions, causes of action, suits, damages, and demands whatsoever which Parkink shall or may have against the Village in connection with any personal injury or property damage (including, but not limited to, property damage to Parkink's improvements on the Benefited Property) arising or occurring in connection with the easement granted herein, this Agreement or the exercise of Parkink's rights hereunder.

11. **Amendments.** No amendment of any provision of this Agreement shall in any event be effective unless it is in writing and signed by party against whom enforcement is sought.

12. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision beyond such extent or in any other jurisdiction. It is the intention of the parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

13. **Attorneys' Fees.** In the event of any litigation or arbitration between the parties, all expenses, including reasonable attorneys' fees and court costs at both the trial and appellate levels, incurred by the prevailing party, shall be paid by the non-prevailing party. The term "attorneys' fees" shall be deemed to include, without limitation, any paraprofessional fees, investigative fees, administrative costs and other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts). The provisions of this Agreement shall survive the expiration or termination of this Agreement.

14. **Construction.** Both parties substantially contributed to the preparation and negotiation of this Agreement. Accordingly, this Agreement shall not be construed against the party responsible for preparing it.

15. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without application of its conflict of law principles.

16. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the Village and Parkink concerning the easement rights granted to Parkink herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, with respect thereto are merged therein.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the Village and Parkink have executed this Easement Agreement as of the date set forth above.

Signed, sealed and delivered
In the presence of:

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

Ana de Varona
Print Name: ANA DE VARONA

Maura F. Gomez
Print Name: MAURA F GOMEZ

By: Jacqueline Menendez
Jacqueline Menendez, Village Manager

Attest: [Signature]
By: [Signature]
Village Clerk



Approved as to legal form and
sufficiency:
By: [Signature]
Village Attorney

PARKINK, LLC, a Florida limited liability
company

By: [Signature]
ROGER K. KHOURI, Member

[Signature]
Name: FREDDY SALIENT

[Signature]
Name: Mahe Castillo

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing Agreement was acknowledged before me this 28 day of June, 2005 by Jacqueline Menendez, as Village Manager of the Village of Key Biscayne, a Florida municipal corporation, on behalf of the municipal corporation.

Personally Known X or
Produced Identification _____
Type of Identification _____
Produced _____

Signature: Conchita H. Alvarez

Name: [Print or type] _____

Title: Notary Public

Serial No., if any: _____

My commission expires _____



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17 day of June, 2005, by Roger K. Khouri, Member of PARKINK, LLC, a Florida limited liability company, on behalf of the limited liability company.

Personally Known _____ or
Produced Identification _____
Type of Identification _____
Produced _____

Signature: Ana I. Santos

Name: [Print or type] _____

Title: Notary Public

Serial No., if any: _____

My commission expires _____



ANA I. SANTOS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD287304
EXPIRES 03/20/2008
BONDED THRU 1-888-NOTARY1

F:\100\103001\Easement\Easement Agmt v4.DOC

EXHIBIT "A"

Legal Description of Benefited Property owned by Parkink

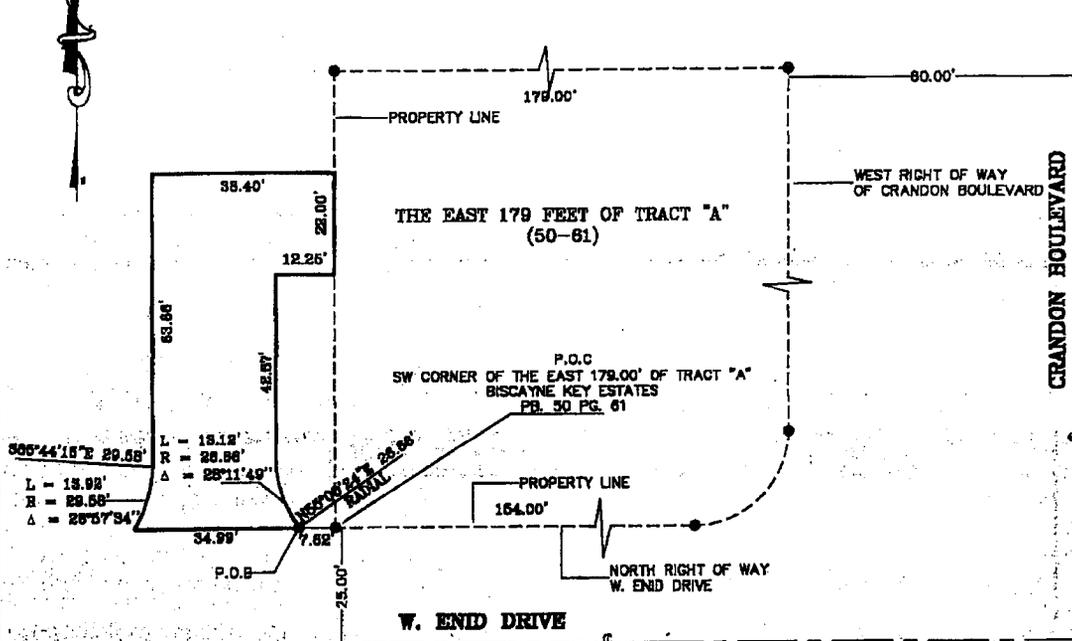
The East 179 feet of Tract A, of BISCAYNE KEY ESTATES, according to the Plat thereof, as recorded in Plat Book 50 at Page 61, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

Legal Description of Roadway Easement Area located within Village Green Way

SKETCH AND LEGAL DESCRIPTION FOR INGRESS AND EGRESS EASEMENT

SCALE : 1" = 30'



LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN THE TRACT "A" BISCAYNE KEY ESTATES ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGE 61 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SW CORNER OF THE EAST 179 FEET OF TRACT "A"; THENCE RUN WEST ALONG THE NORTH RIGHT OF WAY LINE OF W. END DRIVE FOR 7.82 FEET TO THE POINT OF BEGINNING, THIS POINT IS ALSO IN A CIRCULAR CURVE CONCAVE TO THE NORTH EAST, HAVING AT THIS POINT A RADIAL LINE BEARS N55°00'24"E; THENCE RUN NORTHWESTERLY NORTH ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING ITS ELEMENTS A RADIUS OF 28.86 FEET, THOUGH A CENTRAL ANGLE OF 28°11'49", FOR AN ARC DISTANCE OF 13.12 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH PARALLEL TO THE WEST RIGHT OF WAY OF CRANDON BOULEVARD A DISTANCE 42.87 FEET; THENCE RUN EAST PARALLEL TO THE NORTH RIGHT OF WAY LINE OF W. END DRIVE A DISTANCE 12.25 TO A POINT IN THE WEST PROPERTY LINE OF THE EAST 179 FEET OF SAID TRACT "A"; THENCE RUN NORTH ALONG OF THE WEST LINE OF THE EAST 179 FEET OF SAID TRACT "A" A DISTANCE 22 FEET; THENCE RUN WEST PARALLEL TO THE NORTH RIGHT OF WAY LINE OF W. END DRIVE A DISTANCE 38.40 FEET; THENCE RUN SOUTH PARALLEL TO THE WEST RIGHT OF WAY LINE OF CRANDON BOULEVARD A DISTANCE 63.86 FEET TO A TANGENT POINT OF CIRCULAR CURVE CONCAVE TO NORTHWEST; THENCE RUN SOUTH, SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE, HAVING ITS ELEMENTS A RADIUS OF 29.58 FEET, THOUGH A CENTRAL ANGLE OF 26°57'34", FOR AN ARC DISTANCE OF 13.92 FEET TO A POINT IN THE NORTH RIGHT LINE OF WAY OF W. END DRIVE; THENCE RUN EAST ALONG TO THE NORTH RIGHT OF WAY OF W. END DRIVE A DISTANCE 34.99 FEET TO A POINT OF BEGINNING.
 CONTAINED 0.05 ACRE, 2,324 SQ. FT. MORE OR LESS

FOR: ROGER K. KHOURI
 ORDER No.: 0212-184
 DATE: 08/08/2008
 DRAWN BY: M.G.

Valter E. Veruga
VALTER E. VERUGA
 PROFESSIONAL SURVEYOR AND MAPPER No. 8106
 STATE OF FLORIDA
 NOT VALID UNLESS SIGNED & EMBOSSED SEAL

P.O.C. POINT OF COMMENCE
 P.O.B. POINT OF BEGINNING
 P.O.T. POINT OF TERMINATION

CARIBBEAN LAND SURVEYORS, INC.
 11866 SW 26th ST. BLDG. 1, SUITE 13, MIAMI, FL 33176
 TELEPHONE: (305) 227-6967 FAX: (305) 227-7142
 E-MAIL: CARIBBEANSURVEY@AOL.COM

AECOM

800 Douglas Entrance, North Tower, 2nd Floor, Coral Gables, Florida 33134
T 305.444.4691 F 305.447.3580 www.aecom.com

Julio Grabiell, AIA
Donald Dwore, FAIA
Jesus Cruz, AIA
Deborah S. Klem
Michael Kerwin, AIA
Paul Reinaman
W. Ronald Hunt, PE
Craig Kenyon, AIA
Jorge Iglesias, AIA
Enrique J. Maciá, AIA
Emilio Rivero, PE

March 31, 2010

Jud Kurlancheek, AICP, Director
Building, Zoning, and Planning Department
Village of Key Biscayne
88 W. McIntyre St.
Key Biscayne, FL 33149

Re: Masterplan Service Proposal for a New Public Works Facility Adjacent to Village Hall

Dear Jud,

Thank you for the opportunity to meet on December 9th and discuss the Village's intentions to relocate the existing Public Works facility currently at the corner of Crandon Boulevard and West McIntyre Street to a site adjacent to the current Village Hall.

The masterplan and architectural scope of this effort will be a series of design options that explore building footprints for the new facility in a variety of locations with the following criteria:

- There is the liberty to encroach into setbacks and into the right-of-way of the adjacent non-dedicated drive in order to maximize the land available for the new building. There is also the liberty to close or dead-end a non-dedicated drive (Village Green Way) if it facilitates a better masterplan solution.
- The Public Works building may be separated from the dumpster enclosure if it facilitates a better masterplan solution.
- Maintain as much of the existing surface parking as possible when placing the new building.
- The planning process should include a future structured garage in all design options so that whichever location is selected for the new Public Works building, it will not preclude a future garage on the site.
- Underground utilities and the cost for their potential relocation should be carefully considered when placing the new structure.
- Explore a variety of building types that may range from a basic unroofed Public Works building with walls-only to conceal the equipment up to a variety of enhanced building types that may have an occupied roof program that may be connected to Village hall.

Based on the above described assumptions, AECOM Design will provide a maximum of 3 conceptual masterplan options that explore the potential Public Works program. These masterplan options will be rendered, two-dimensional plan images only for this first effort. In addition, we will provide a narrative for each design option that defines the concept and lists the pros and cons for each solution.

The professional design fee to produce the above-described effort including hours dedicated for three meetings with the Key Biscayne Village staff and one Council meeting is a not to exceed of \$15,360. The fee is based upon the following number of hours:

Project Manager @ 8 hours
Project Designer @ 40 hours
CADD drafting and rendering @ 64 hours
Meetings @ 16 hours

We see this effort as a very collaborative process between ourselves, the Village staff and the Council and believe that the initial design and drawing effort can be accomplished within four weeks after the proposal is approved.

Work will commence upon receipt of this signed agreement; in order for AECOM Design to begin this effort we ask that you provide as discussed, the program, equipment footprints (dumpster, etc.) and any other Public Works related information that will assist us in sizing the building.

The above fee and schedule is based on our general understanding and assumptions of the services required for the project. Should the scope of work or schedule change we will provide additional services as agreed to in writing by both parties.

It is agreed AECOM Design's liability to the Village of Key Biscayne, its agents, or employees for any and all damages directly incurred by them, or for claims against the Village of Key Biscayne by third parties arising out of the performance of professional services by AECOM Design under this Agreement, shall not exceed \$25,000 (Twenty-five Thousand Dollars) or the total of the fees paid to AECOM Design for this work, whichever is less.

In addition, we will be reimbursed for expenditures made by us or our consultants, specifically for the project including, but not limited to: transportation, including air travel; lodging and subsistence; document reproduction; computer plotting; photography; long distance communications; shipping, postage, messenger or courier service charges; any sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses; and as authorized by you, any professional photography, renderings and scale models, special engineering studies and reports, mock-ups or samples performed by outside vendors. Our billings for such reimbursable expenses shall be marked up ten percent (10%) for handling and coordination.

Payment

We shall submit invoices on a monthly basis for fees and reimbursable expenses due us for our services performed under this agreement. Payments shall be in US currency and made within thirty (30) days of the invoice date. Overdue payments shall bear interest compounded monthly, at the prevailing rate established at Bank of America on the first day of each succeeding month plus 2% per annum, or the highest legal rate, whichever is less. In addition, we shall be entitled to suspend work until payment in full including interest is received. In the event that the suspension remains in effect longer than sixty (60) days, we may elect to terminate this Agreement and shall be entitled to payment for all services performed prior to the date of termination plus all expenses incurred as a result of the termination.

Standard of Care

AECOM shall perform its duties hereunder in accordance with generally accepted professional standards in existence at the time of performance of the services.

Termination

This agreement may be terminated by either party upon written notice. In the event of termination, AECOM shall be compensated for all services performed up to the date of termination including all reimbursable costs. Should AECOM not complete all services described in this agreement for any reason, Owner will hold AECOM harmless for any and all aspects of the Project and for any damages resulting from the services provided.

If you are in agreement with this proposal, please indicate so by signing both copies of this agreement and return a copy to us for our records. Please note that a formal Agreement for services will subsequently follow for review and execution by both parties. Upon execution of the Agreement by all parties, the Agreement will supersede this proposal letter, and all services will be deemed to have been performed under the Agreement.

We look forward to continuing our long professional relationship with the Village of Key Biscayne and your favorable response to this fee proposal.

Regards,



Lawrence Kline
Associate Principal, Design Director



Craig Kenyon, AIA, Vice President
Division Manager, AECOM Design

cc: Nina Gladstone, AECOM Design