



To: Diana Gomez, Finance Director for the City of Coral Gables and  
Ernesto Pino, Assistant Public Works Director for the City of Coral Gables

From: Craig E. Leen, City Attorney for the City of Coral Gables

A handwritten signature in blue ink, appearing to be "CL", is written over the name "Craig E. Leen".

RE: Legal Opinion Regarding AECOM Agreement for Owner's Representative Services

Date: March 9, 2017

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I have reviewed the matter, including CAO 2014-009, CAO 2016-030, Resolution No. 2016-19 (including the cover memo) and Fla. Stat. Sec. 287.055. The analysis here is quite similar to CAO 2016-030, which is available at the following link:

<http://www.coralgables.com/modules/showdocument.aspx?documentid=17350>

Regarding continuing contracts, the CCNA places (1) a \$2 million limit for "construction" costs for individual projects, (2) a \$200,000 limit for "study" costs for each individual study, and (3) no express limit for "work of a specified nature as outlined in the contract required by the agency" as long as the contract is either a fixed term or for no time limitation but with a termination clause. In my view, based on the scope of the "owner's representative" services being provided as described in the purchase order and letter, this falls within the third category. I would also note that the continuing contract is for a fixed term and includes a termination clause. Accordingly, because this falls within the third category, there is no statutory limit.

I would also note that the purchase order/letter contemplates that amounts could be expended over \$200,000. Indeed, the letter states after mentioning the compensation amount of \$200,000 that "[i]f additional work under this proposal is requested by the client, then AECOM shall be entitled to compensation for additional services in accordance with this agreement." In other words, the letter/purchase order directly contemplates an expenditure greater than the lump sum \$200,000 if additional services are requested.

In my opinion, the City could act consistently with this provision through a letter requesting the additional work and agreeing to the additional compensation. This would not require a change order since it is contemplated by the purchase order and consistent with the continuing contract (which does not have a limit for the third category of CCNA matters). The limitation would be

that any services would have to be provided consistent with the stipulated rates in the continuing contract/RFQ pricing schedule.

Finally, I would note that AECOM is in the middle of providing owner's representative services to the City for streetscape. As you know, the City has been required to send demand letters to Ric-Man (CM At-Risk) and Cooper Robertson (architect/design) regarding this project. The City has also invoked its right to request acceleration of the project from Ric-Man. The addition of an owner's representative by the City was directly discussed with Ric-Man and has helped the City in ensuring Ric-Man's acceleration of the project. It would be detrimental to the project and to the City's legal position if AECOM does not continue as the owner's representative. Accordingly, there is an additional legal basis to continue with AECOM as the owner's representative.

This opinion is issued pursuant to section 2-201(e)(1) and (8) of the City Code, as well as section 2-584 of the Procurement Code.

**From:** [Leen, Craig](#)  
**To:** [Paulk, Enga](#)  
**Subject:** FW: City Attorney Opinion Re: AECOM Agreement for Owner's Representative Services  
**Date:** Thursday, March 09, 2017 1:20:44 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Please publish.

**Craig E. Leen, City Attorney**

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City, County and Local Government Law*  
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THE CITY BEAUTIFUL

*Celebrating 90 years of a dream realized.*

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**From:** Leen, Craig  
**Sent:** Thursday, March 09, 2017 1:20 AM  
**To:** Gomez, Diana <[dgomez@coralgables.com](mailto:dgomez@coralgables.com)>; Pino, Ernesto <[epino@coralgables.com](mailto:epino@coralgables.com)>  
**Cc:** Iglesias, Peter <[piglesias@coralgables.com](mailto:piglesias@coralgables.com)>; Santamaria, Eduardo <[esantamaria@coralgables.com](mailto:esantamaria@coralgables.com)>; Ramos, Miriam <[mramos@coralgables.com](mailto:mramos@coralgables.com)>; Suarez, Cristina <[csuarez@coralgables.com](mailto:csuarez@coralgables.com)>  
**Subject:** City Attorney Opinion Re: AECOM Agreement for Owner's Representative Services

[City Attorney Opinion](#)

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**Craig E. Leen, City Attorney**

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**From:** Gomez, Diana  
**Sent:** Monday, March 06, 2017 4:16 PM  
**To:** Pino, Ernesto <[epino@coralgables.com](mailto:epino@coralgables.com)>; Leen, Craig <[cleen@coralgables.com](mailto:cleen@coralgables.com)>  
**Cc:** Iglesias, Peter <[piglesias@coralgables.com](mailto:piglesias@coralgables.com)>; Santamaria, Eduardo <[esantamaria@coralgables.com](mailto:esantamaria@coralgables.com)>; Ramos, Miriam <[mramos@coralgables.com](mailto:mramos@coralgables.com)>  
**Subject:** RE: AECOM Agreement

Attached is some additional information... the cover memo and reso from the agenda item...

Procurement has reviewed and have noted that typically, Owner's Representative services are not under CCNA (i.e. where you require the services of an architect, engineer...etc). We further read the "Task" that AECOM is performing and nothing indicates where they would be performing A&E services. However, given that these services were initially hired under a continuing contract established per CCNA, we will probably have to still deal with the requirements of CCNA. We will need City Attorney's opinion here as to how to proceed. Nonetheless, we will still have to go to City Commission because this change order exceeds 15%...

Let me know...

Diana M. Gomez  
*Finance Director*  
City of Coral Gables  
[dgomez@coralgables.com](mailto:dgomez@coralgables.com)  
PH: 305.460.5275  
FX: 305.460.5376



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**From:** Pino, Ernesto  
**Sent:** Monday, March 6, 2017 2:24 PM  
**To:** Leen, Craig; Gomez, Diana  
**Cc:** Iglesias, Peter; Santamaria, Eduardo

**Subject:** AECOM Agreement

Craig and Diana,

As per Peter's request attached please find AECOM's continuing services agreement with the City.

Thanks.

***Ernesto R. Pino, R.A., LEED AP***

Assistant Public Works Director

Phone: (305) 460-5004