



## The City of Coral Gables

CITY OF CORAL GABLES  
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### *Procurement Division*

2800 S.W. 72ND AVENUE  
MIAMI, FLORIDA 33155

January 14, 2016

William B. Medellin, President  
William B. Medellin Architect, P.A.  
560 N.E. 71<sup>st</sup> Street  
Miami, FL 33138

### RE: LETTER AGREEMENT

Dear Mr. Medellin:

This LETTER AGREEMENT is made as of this 4<sup>th</sup> day of January 2016, between the City of Coral Gables (hereinafter called the City"), and William B. Medellin Architect, P.A. (hereinafter called the "Professional"), as follows:

#### Scope of Services

The City desires to contract with the Professional for architectural services as provided in the in the Scope of Services contained within the attached proposal, attached herein as Exhibit "A", and made a part thereof. The Professional shall be acting as an Agent of the City of Coral Gables in the performance of architectural services as provided in the Scope of Services.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between this LETTER AGREEMENT and Exhibit "A", such conflict or inconsistency shall be resolved by giving precedence first to the body of this LETTER AGREEMENT.

#### Compensation

In full consideration of the services of the Professional hereunder, the Professional shall be paid by the City an amount as described in the Scope of Services. The City reserves the right to contract with the Professional for additional services. Any increase in the agreed upon amount shall be approved by the Historic Resources Director with the agreement of the Procurement Division, and shall be in accordance with applicable City and State regulations.

#### Hold Harmless & Indemnification

The Professional shall hold harmless and indemnify the City, its officials and employees from any and all claims, losses and causes of actions which arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful

conduct of Professional. Consultant shall pay all claims and losses of any nature whatsoever in connection therewith and shall be responsible for all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. Nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

### **Insurance**

The Professional shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers during the term of this Agreement from insurers acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office:

**Professional Liability and/or Error and Omissions Insurance** with a limit of liability no less than \$1,000,000 per claim and in the aggregate with a deductible per claim, which shall be maintained for three (3) years after the completion of any services covered by this Agreement;

**Business Automobile Liability Insurance** -- exempt

**General Liability Insurance** with a limit of liability of no less than \$1,000,000 per claim and a \$2,000,000 general aggregate limit.

**Workers Compensation and Employers Liability Insurance** -- exempt.

**Endorsements** of Additional Insured on a Primary and Non-Contributory basis and Waiver of Subrogation shall be included on the General Liability and Business Automobile Policies. The Waiver of Subrogation endorsement shall be included for Workers Compensation and Employers Liability Insurance.

### **Public Records**

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Contractor acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Contractor also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Contractor agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

### **Applicable Laws and Venue**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement shall be brought in Miami-Dade County, Florida.

**Termination**

City has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to the Services authorized under this document related to the Services authorized under this Agreement, whether finished or not, must be turned over to City, both in hard copy and in electronic form.

Sincerely,



Michael P. Pounds,  
Chief Procurement Officer  
City of Coral Gables  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155

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**AGREED AND ACCEPTED:**

As to Consultant:

William B Medellin Architect P.A.

Name: William B Medellin



Title: President

As to City:



Name: Michael P. Pounds

Title: Chief Procurement Officer


Approved as to insurance:

  
David Ruiz  
Risk Management Division

Approved by Department Director  
or head of negotiations team as to  
the negotiated business terms:

  
Dona Spain  
Historic Resources Director

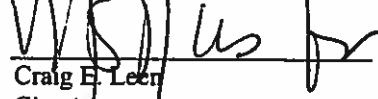
Approved as to compliance with applicable  
procurement requirements:

  
Pamela Leja-Katsaris  
Asst. Chief Procurement Officer  
2-678(24)

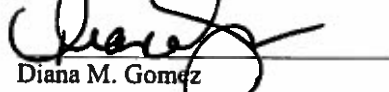
ATTEST:

  
Walter J. Foeman  
City Clerk


APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Craig E. Leen  
City Attorney

Approved as to funds appropriation:

  
Diana M. Gomez  
Finance Director

380-1500-552-82-02

 1125116



560 NE 71 Street  
Miami, Fl. 33138  
305-672-8381  
wom@wbmarchitect.com  
Fl #AA0003400  
Fl #AR0013832

**Proposal Letter**

July 20, 2015

**To:** Mr. Michael Pounds  
Chief Procurement Officer  
Procurement Department  
City of Coral Gables, Florida

**Re:** The MacFarlane Homestead Subdivision Historic District  
Conditions Assessment  
Five Single-Family Homes: **125 Frow Avenue, Coral Gables, Fl.**  
**129 Frow Avenue, Coral Gables, Fl.**  
**129 Florida Avenue, Coral Gables, Fl.**  
**141 Florida Avenue, Coral Gables, Fl.**  
**217 Florida Avenue, Coral Gable, Fl.**

Dear Mr. Pounds:

At your request **William B. Medellin Architect P.A.** is pleased to submit this proposal to prepare a general cursory assessment of the current conditions of existing architectural, structural, mechanical, electrical and plumbing systems of the five historic structures with addresses referenced above.

Once the conditions assessment is completed, evaluation of the data and information obtained a written report will be prepared.

The fee for the scope of services described above will be a flat fee of: \$1,500.00 (One thousand five hundred dollars and zero cents) for the assessment of each historic structure to be paid upon completion of each assessment.

If the fee and scope of services described above are acceptable to you, a formal contract will be prepared, as per the City of Coral Gables Professional Services Agreement Contract.

Sincerely


*William B Medellin*

William B Medellin- President

**William B. Medellin Architect P.A.**

**Exhibit "A"**

## RISK MANAGEMENT APPROVAL FORM

Name: William B. Medellin			
Account Number: CE00001632			
Address: 560 Ne 71St Street, Miami, FL, USA, 33138			
Status: Compliant with Waived Deficiencies			
<b>ACCOUNT INFORMATION</b>			
Account Number: CE00001632			
Risk Type: Minimum Insurance Requirements w/ Professional			
Do Not Call: <input type="checkbox"/>		Address Updated: <input type="checkbox"/>	
<b>ADDRESS INFORMATION</b>			
Mailing Address:			
Insured:			
Address 1:			
Address 2:			
City:	State:	Zip:	Country:
<b>CONTRACT INFORMATION</b>			
Contract Number:			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	
<b>CONTRACT INFORMATION</b>			
Contract Name:		Email Address:	
Phone Number:		Fax Number:	
Approval Date:		Rush:	
Contract on File:		Certificate Received:	
Indemnification Agreement:		Tax ID:	
Lot Number:			
<b>For HR Purposes Only:</b>			
Approved: <input checked="" type="checkbox"/>		Disapproved: <input type="checkbox"/>	
 Signature		1/13/16 Date	