

RESOLUTION No. 2008-167-854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE TERMINATION OF THE CITY'S EXISTING AGREEMENT WITH JUDSON ARCHITECTURE, INC., IN ACCORDANCE WITH SECTION 8.04 OF THE CONTRACT BETWEEN JUDSON ARCHITECTURE, INC., AND THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens acquired the contract for architectural services from Miami-Dade for the Miami Gardens Community Center on November 10, 2004, in accordance with Resolution No. 2004-116-167, and

WHEREAS, since that time, City staff has attempted to work with Judson Architecture, Inc., in order to complete the project, and

WHEREAS, in recent months, Judson Architecture, Inc., has failed to adhere to several of the major provisions of the contract with the City resulting in delays of the project, cost price increases and increased exposure to liability for the City, and

WHEREAS, in addition to failing to meet timelines, Judson Architecture, Inc., has failed to maintain continuous liability insurance, and to pay sub-consultants in a timely fashion, and

WHEREAS, in light of the fact that the City is operating under certain time constraints with respect to the funding for the Miami Gardens Community Center, it is urgent, that the City terminate its relationship with Judson Architecture, Inc., in order to obtain the services of a new architect who will help the City to complete the project,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Attorney to take any and all steps necessary to terminate the City's Agreement with Judson Architecture, Inc., for the design of the Miami Gardens Community Center.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 10, 2008.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECOND BY: Councilman Gilbert

VOTE: 7-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> X </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)

City of Miami Gardens

1515 NW 167th Street
Building 5, suite 200
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman Oliver G. Gilbert III
Councilman André Williams

Agenda Cover Page

Meeting Date: **September 10, 2008**

Fiscal Impact: No Yes **X**

(If yes, explain in Staff Summary)

Funding Source: **CIP**

Contract/P.O. Requirement: Yes **X**

Sponsor Name/Department:

Danny Crew, City Manager

Public hearing

Ordinance

1st Reading

No

advertising requirement:

RFP/RFQ/Bid #

Quasi-Judicial

Resolution **X**

2nd Reading

Yes No

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE TERMINATION OF THE CITY'S EXISTING AGREEMENT WITH JUDSON ARCHITECTURE, INC., IN ACCORDANCE WITH SECTION 8.04 OF THE CONTRACT BETWEEN JUDSON ARCHITECTURE, INC., AND THE CITY OF MIAMI GARDENS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

On November 10, 2004, the City of Miami Gardens acquired the contract for Architectural Services from Miami-Dade County for the Miami Gardens Community Center (then Carol City Community Center) via Resolution No. 2004-116-167. Since that time, staff has worked closely with Judson Architecture, Inc. (Judson) to bring this project to fruition. For a number of reasons (owls, M-D plat, Wilma debris, etc), the Miami Gardens Community Center (MGCC) project has been delayed during the past three years; however in recent months, delays in construction have been attributed primarily to the non-performance of Judson.

Since 2004, staff has made every effort to continue working with this vendor because of their historical knowledge of the project; however, at this time, staff can no longer recommend to Council that this contractual relationship continue. Over the past several months, Judson has failed to adhere to several key provisions of their contract resulting in continuing delays for the project, material price increases, and increased exposure to liability on the project site.

More specifically, Judson has failed to meet numerous deadlines: failed to maintain continuous liability insurance; failed to answer requests for information in a timely fashion; and failed to pay adequate attention to important details.

In addition to the operational delays noted above, Judson has failed to pay sub-contractors in a timely fashion resulting in the City having to take on the responsibility for paying the subs directly in order to keep the project moving.

It is for these reasons that staff is recommending that the City Council terminate our agreement with Judson Architecture, Inc., pursuant to Section 8.04 of the contract which states:

“Right to Terminate: the owner has the right to terminate this agreement within seven days after written notice, for its own convenience. Upon termination of this Agreement the Consultant shall be paid in accordance with Section 6.04. To receive payment, all charts, sketches; drawings, and other documents related to the Work authorized under this agreement, whether finished or not, must be turned over to the owner. “

Recommendation:

It is recommended the City Council approve the attached resolution authorizing the City Manager to terminate the agreement with Judson Architecture, Inc. for the design of the Miami Gardens Community Center.

GENERAL RELEASE

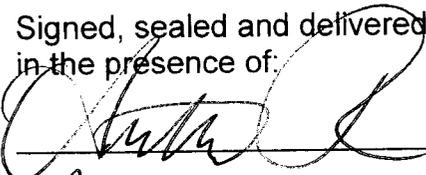
KNOW ALL MEN BY THESE PRESENTS:

That CLYDE W. JUDSON, JR. and JUDSON AND PARTNERS ARCHITECTS (hereinafter "JUDSON"), and their present and former officers, agents, employees, attorneys and representatives (and the heirs, executors, administrators, successors and assigns of each of the foregoing) for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, received from or on behalf of CITY OF MIAMI GARDENS, to the undersigned in hand paid, the receipt and sufficiency of which is hereby acknowledged;

HEREBY remise, release, acquit, satisfy and forever discharge CITY OF MIAMI GARDENS, and its present and former officers, agents, employees, attorneys and representatives (and the heirs, executors, administrators, successors and assigns of each of the foregoing) of and from any, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands, whether known or presently unknown to any of the parties described herein, existing from the day of the beginning of the world to the day of these presents, and especially in connection with, but not limited to, any and all claims which did arise or could have arisen with respect to (1) the Carol City Community Center Project; (2) the Agreement between the parties dated November 10, 2004; and 3) any Agreements between Judson and third parties, including Miami-Dade County and/or any sub consultants.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27 day of OCTOBER, 2008.

Signed, sealed and delivered
in the presence of:



Antranette Perri



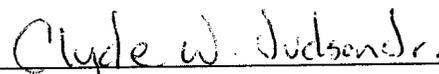
CLYDE W. JUDSON, JR.

Signed, sealed and delivered
in the presence of:



James Allen

JUDSON AND PARTNERS
ARCHITECTS

By: 

President

(Print Name of Witness)

Its: _____

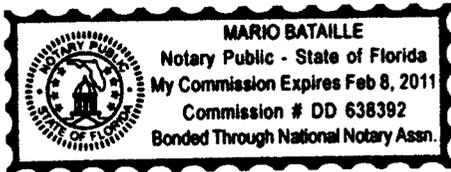
Date: _____

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 27TH day of OCTOBER, 2008, by CLYDE W. JUDSON, JR., who is personally known to me or who has produced a driver's license as identification and who did take an oath.

(NOTARY PUBLIC)



M. Bataille
Notary Public State of Florida
Notarial Seal stamped in black ink
OR

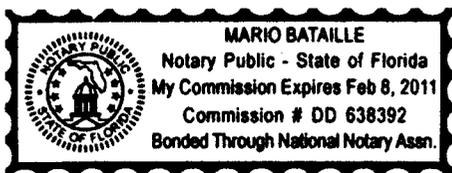
Typed, printed or stamped name of Notary
Commission No.: DD 638392

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 27TH day of OCTOBER, 2008, by Clyde W. Judson, Jr. in his/her capacity as President of JUDSON AND PARTNERS ARCHITECTS, who is personally known to me or who has produced a driver's license as identification and who did take an oath.

(NOTARY PUBLIC)



M. Bataille
Notary Public State of Florida
Notarial Seal stamped in black ink
OR

Typed, printed or stamped name of Notary
Commission No.: DD 638392

SKD/bfc
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