

Business Operations  
Ofelia San Pedro, Deputy Superintendent

**SUBJECT:           TERMINATION FOR CONVENIENCE OF CONSTRUCTION  
                      CONTRACT WITH  
                      ONE CROW, INC.  
                      PROJECT NO. SK0049  
                      SHADOWLAWN ELEMENTARY SCHOOL  
                      149 NW 49 STREET, MIAMI, FLORIDA**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

A construction contract was awarded to One Crow, Inc. for the following project:

<u>Project No.</u>	<u>Facility</u>	<u>Awarded</u>	<u>Award Amount</u>
SK0049	Shadowlawn Elementary	May 19, 2004	\$500,000

Shortly after the award of the project, the contractor encountered unforeseen subsurface soil conditions which necessitated the modification of the soil preparation work and additional work to be performed by the contractor. Full agreement could not be reached with the contractor regarding the scope and value of the additional work, thereby prompting action by staff to recommend termination for convenience of the construction contract.

At the March 2005 Facilities and Construction Reform Committee meeting, the committee directed staff to further negotiate with One Crow, Inc. Despite the best efforts of staff, the architect, the contractor and their representatives, an agreement was not reached. It is staff's recommendation that it is in the best interest of all parties for the Board to proceed at this time with the termination for convenience of the construction contract. This action does not preclude One Crow, Inc. from continuing to participate in the Board's construction program.

In order to close this contract and allow the Board to expedite the completion of the work utilizing the project funds, it is requested that the Board approve this termination for convenience in accordance with Article 14.4 of the General Conditions of the construction contract. In accordance with that Article, the Board may, by written notice to the contractor, terminate this contract in whole or in part, when it is in the interest of the Board and at the sole discretion of the Board. Article 14.4 further provides that the Contractor will be paid for all work executed, reasonable termination expenses, and a reasonable allowance for profit and overhead on the work executed.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida:

- a) exercise its right under Article 14.4 of the General Conditions to terminate for convenience the contract with One Crow, Inc. for Project No. SK0049, Shadowlawn Elementary School; and
- b) authorize the Superintendent to utilize the project funds to complete the remaining work on the project.

JA/nc