

Office of School Facilities
Jaime G. Torrens, Temporary Chief Facilities Officer

SUBJECT: TERMINATION OF AGREEMENT WITH ZYSCOVICH, INC. AS ARCHITECT/ENGINEER OF RECORD FOR NEW STATE SCHOOL "TT-1" (TO SERVE HOMESTEAD'S EDUCATIONAL FACILITIES BENEFIT DISTRICT) A RE-USE OF THE K-8 PROTOTYPE PROJECT NO. A01106

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

**LINK TO
STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

The firm of Zyscovich, Inc. (Zyscovich) was commissioned by the Board on October 11, 2006, as Architect/Engineer (A/E) of Record for State School "TT-1", a 1642 student station K-8 facility within the Homestead EFBD, for a 2008 opening. The EFBD was responsible for turning over a ready-to-build site (site mitigation, de-mucking, cut, fill and rough grading completed) to the Board by November 30, 2006, in order to allow for the 2008 opening. However, to date the EFBD has been unable to deliver an acceptable site, and as such the Board cannot meet the schedule for 2008 opening date. For this reason, staff recommends that the project be cancelled and the Agreement with the A/E be terminated, without cause. Further, under a separate Board item, staff will also request that the Guaranteed Maximum Price construction award to James B. Pirtle Construction d/b/a Pirtle Construction Company, Construction Management at-Risk firm, be terminated.

Zyscovich has performed in accordance with the terms and conditions of their Agreement; Phase II/III construction documents are 95% complete and the project was bid and awarded. The fees for services rendered prior to the date of termination have been determined and agreed to by Zyscovich. Therefore, no further compensation is due to Zyscovich for this project.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, terminate the Agreement with Zyscovich, Inc., as Architect/Engineer of Record for New State School "TT-1" (to serve Homestead's Educational Facilities Benefit District), a re-use of the K-8 Prototype, Project No. A01106, as follows:

- 1) without cause;
- 2) with no further compensation due to the A/E; and
- 3) with written notification of this action to the A/E.

NAD:SGG:nad