

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

**SUBJECT:           TERMINATION OF CONSTRUCTION MANAGER AT-RISK AGREEMENT AND GUARANTEED MAXIMUM PRICE AMENDMENT WITH JAMES B. PIRTLE CONSTRUCTION CO., INC., D/B/A PIRTLE CONSTRUCTION COMPANY, AS CONSTRUCTION MANAGER AT-RISK FIRM 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 Pirtle Construction Company was commissioned by the Board on October 11, 2006 as the Construction Manager At-Risk (CM at-Risk) firm to perform pre-construction services in connection with State School "TT-1", a 1642 student station K-8 facility within the Homestead Educational Facilities Benefit District (EFBD), for a 2008 opening. On December 13, 2006, the Board approved a Guaranteed Maximum Price (GMP) Amendment for Pirtle Construction Company to perform the construction work for the Project. 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 2008 date schedule can not be met by the Board. For this reason, staff recommends that the Project be cancelled and the CM at-Risk Agreement and Guaranteed Maximum Price Amendment with Pirtle Construction Company be terminated for convenience.

Pirtle Construction Company has performed in accordance with the terms and conditions of the CM at-Risk Agreement and GMP Amendment and has completed the pre-construction services. A Notice to Proceed has not yet been issued to the CM at-Risk firm for the construction of the Project. Pursuant to the CM at-Risk Agreement, if the Board accepts a GMP Proposal and a GMP Amendment is executed, termination shall be in accordance with the terms and conditions of the general conditions of the contract for construction. Pursuant to the general conditions, when terminated for convenience, the CM at-Risk firm shall be paid for work performed and reasonable termination expenses.

The Principal/Owner designated to be directly responsible to the Board for Pirtle Construction Company is Michael Geary. The firm is located at 4740 Davie Road, Davie, Florida 33314.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, terminate the Construction Manager At-Risk Agreement and Guaranteed Maximum Price Amendment with James B. Pirtle Construction, Co., Inc., d/b/a Pirtle Construction Company, as Construction Manager at-Risk firm for New State School "TT-1" (to serve Homestead's Education Facilities Benefit District), a re-use of the K-8 Prototype, Project No. A01106:

- 1) for convenience;
- 2) with written notification of this action to the CM; and
- 3) with payment to the CM at-Risk firm in accordance with provisions of the general conditions of the contract for construction applicable thereto.