

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

**SUBJECT:           TERMINATION OF AGREEMENT WITH HALFACRE  
CONSTRUCTION COMPANY AS CONSTRUCTION MANAGEMENT  
AT-RISK FIRM FOR DEFERRED MAINTENANCE PACKAGE #29,  
RENOVATIONS, MAINTENANCE AND REPAIRS AT LITTLE RIVER  
ELEMENTARY SCHOOL  
PROJECT NO. 00307100**

**COMMITTEE:           FACILITIES AND CONSTRUCTION REFORM**

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

Halfacre Construction Company (Halfacre) was commissioned by the Board on September 5, 2006, as Construction Manager (CM) at-Risk firm to perform pre-construction services for Deferred Maintenance Package #29, Renovations, Maintenance and Repairs at Little River Elementary School, Project No. 00307100.

During the pre-construction phase of the project, Halfacre indicated that they would not be able to serve as the CM at-Risk for this project due to their current commitments.

In accordance with Article 9.2.2.1 of the CM at-Risk Agreement, the Board may terminate the Agreement, with or without cause, at any time upon written notice to the CM at-Risk firm. A Notice of Termination for Convenience was issued to Halfacre Construction Company on January 14, 2008.

The District and this firm agreed to an amenable Termination for Convenience. M-DCPS and Halfacre have agreed to the following conditions, pending approval by the Board:

1. Halfacre agrees to forgo payment for any and all services it may have performed to date in connection with the project set forth in the above agreement,
2. Halfacre agrees that it shall not seek to obtain any contracts to perform services or work for M-DCPS for a period of three years from the date of approval of the termination for convenience by the Board,
3. Halfacre agrees that the terms and conditions of termination for convenience stated herein shall take precedence over, act as full satisfaction of, and supersede anything in the CM at-Risk Agreement that may be contrary thereto.

4. Upon termination of the contract, Halfacre and the Board agree to release each other from any and all claims and liability that arise out of or otherwise relate to the contracts.

Staff has prepared a recommendation for a CM at-Risk replacement firm under a separate companion Board item (F - 27).

**Principal**

The Principal/Owner designated to be directly responsible to the Board for Halfacre Construction Corp is John J. Cox, III. This firm is located at 7015 Professional Parkway East, Sarasota, Florida 33240.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, terminate the Agreement with Halfacre Construction Company, as the Construction Management (CM) at-Risk firm for Deferred Maintenance Package #29, Renovations, Maintenance and Repairs at Little River Elementary School, Project No. 00307100, for convenience pursuant to the conditions stipulated in the body of the agenda item.

NAD:CC:cc