

March 6, 2008

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

SUBJECT: TERMINATION OF AGREEMENT WITH GERRITS CONSTRUCTION, INC., AS CONSTRUCTION MANAGEMENT AT-RISK FIRM FOR DEFERRED MAINTENANCE PACKAGE #10, RENOVATIONS, MAINTENANCE AND REPAIRS AT:

- **MIAMI PARK ELEMENTARY**
PROJECT NO. A01140
- **EARLINGTON HEIGHTS ELEMENTARY**
PROJECT NO. 00277800
- **DR. HENRY W. MACK/WEST LITTLE RIVER ELEMENTARY**
PROJECT NO. 00260000

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO
STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Gerrits Construction, Inc., (Gerrits) was commissioned by the Board on February 15, 2006, as Construction Manager (CM) at-Risk firm to perform pre-construction services for Deferred Maintenance Package #10, Renovations, Maintenance and Repairs at Miami Park Elementary, Project No. A01140, Earlington Heights Elementary, Project No. 00277800 and Dr. Henry W. Mack/West Little River Elementary School, Project No. 00260000.

However, Gerrits indicated that they did not intend to perform the services required under the CM at-Risk agreement. This constitutes an anticipatory breach in the fulfillment of the terms and conditions of the agreement and could be considered grounds for the Board to proceed with termination of the agreement for cause.] REVIS

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. District staff and Gerrits reached an agreement to terminate for convenience.] DELET

Therefore a formal Notice of Termination for Convenience was issued to Gerrits on January 29, 2008.

REVISED
F - 29

Included in the Termination for Convenience are the following conditions, pending Board approval:

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

Staff has prepared a recommendation for a CM at-Risk replacement firm under a separate companion Board item (F - 30).

Principal

The Principal/Owner designated to be directly responsible to the Board for Gerrits Construction, Inc., is David P. Gerrits. This firm is located at 8177 West Glades Road, Suite 206, Boca Raton, Florida 33434.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, terminate the Agreement with Gerrits Construction, Inc., as the Construction Management (CM) at-Risk firm for Deferred Maintenance Package #10, Renovations, Maintenance and Repairs at Miami Park Elementary, Project No. A01140, Earlington Heights Elementary, Project No 00277800 and Dr. Henry W. Mack/ West Little River Elementary, Project No. 00260000, for convenience pursuant to the conditions stipulated in the body of the agenda item.

NAD:CC:cc