

ITEM #53

ADDITIONAL MATERIAL

**Regular Meeting
OCTOBER 9, 2018**

SUBMITTED AT THE REQUEST OF

**PUBLIC WORKS
CONSTRUCTION MANAGEMENT
DIVISION**

Retention of The Weitz Company
For
Courthouse Owner's Construction Project Management Services.

- The County will be pursuing major claims against the Spillis Candela & Partners/Heery/Cartaya Joint Venture (design team) and James A. Cummings Inc, (construction contractor) arising from the design and construction of the New Broward County Courthouse.
- The Weitz Company was not responsible for design or construction of the Courthouse. The Weitz Company, instead, acted as an extension of County staff to provide supporting oversight and administration of contracts with the Spillis Candela & Partners/Heery/Cartaya Joint Venture and James A. Cummings Inc.
- During the design and construction process the Weitz Company:
 - Discovered and oversaw correction of the mechanical design errors contained in the 100% Construction Documents.
 - Negotiated change orders throughout the project that resulted in an approximate 25% savings.
 - Provided construction observation and inspections that established a punch list identifying 13,000 deficient or incomplete items.
 - Provided construction observation and inspections that established 48 Non-Compliant Work Notices of deficient Work, the nature of which were more serious than typically observed construction issues.
 - Provided extensive claims analysis in defense of the County against claims made by the construction contractor.
 - Provided investigative services that revealed the extent of contractor's deficient waterproofing of the building envelope—a series of conditions that could not be ascertained during the construction process.
 - Provided investigative services that revealed the extent of contractor's deficient caulking of the building---issues which were observed, inspected (by the Weitz Company, Joint Venture and City Building Inspectors) damaged and then concealed by contractor during the construction process.

Retention of the Weitz Company is essential to the success of the County's claims against the Joint Venture and construction contractor.

The Weitz Company's the continuing oversight of contractor's still incomplete contractual obligations for the construction of the Courthouse Project's Phase 1A (new courthouse tower, pedestrian bridge and East Wing Elevator core) and correction of the contractor's construction defects. Those outstanding items include:

Amendment 13 provided for the continuing oversight of contractor's still incomplete contractual obligations for the construction of the Courthouse Project's Phase 1A (new courthouse tower, pedestrian bridge and East Wing Elevator core) and correction of the contractor's construction defects. Those outstanding items include:

- **Outstanding Phase 1A Construction items**
 - Contractor work items requiring additional oversight and administration include: completion of East Wing elevator core, restoration of Courthouse Drive, cladding at Judges' elevator, resolution of outstanding credit items owed by contractor, provision of attic stock, provision completed warranty and O&M manuals.
- **Building Envelope Sealant Removal, Replacement and Testing**
 - Inspection, testing, replacement and repair of primary building envelope seals involving curtainwall, window and precast wall panel joints.
 - The on-going effort to repair repetitive building leaks has uncovered defective (and in some cases missing) sealants inside glazing and precast panel assemblies.
 - The defective joints were sealed and finished without a contractor or subcontractor quality control program. Likewise, the contractor's method of constructing these joints precluded comprehensive observation of these concealed joints by either County, The Weitz Company or the Joint Venture.
 - The Weitz Company and Joint Venture did, however, identify the initial defects during construction.
 - Further destructive investigation and mitigation by contractor is required to establish the integrity of the building envelope. A comprehensive action plan has been requested of contractor but has not yet been provided.
- **Fire Caulking I Smoke Barrier Removal and Mitigation**
 - Inspections on all floors and identification of deficiencies of perimeter fire caulking and smoke barriers on all floors of the building. Originally installed, inspected and approved, these seals were subsequently damaged and concealed.
 - Investigation of water leaks by the Weitz Company and Joint Venture revealed this important life safety issue. Contractor has applied for a permit through the

City of Fort Lauderdale which includes the repair method and inspection protocol that will be provided through an independent third party inspector.

- **Continuing HVAC issues**
 - Continuing oversight and administration of contractor's unfinished correction of HVAC operating issues which have resulted in damaging condensation particularly in low-rise mechanical stack areas of the new tower.
- **Outstanding Non-Conforming Work Notices**
 - Continuing oversight and administration of contractor's unfinished correction of Non-Conforming Work Notices issued during and post-construction. 48 Non-Conforming Work Notices were issued over the course of the project. Of those 48, 12 remain open to be either corrected or a negotiated value returned to the County.
- **Outstanding Punch List Items**
 - Continuing oversight and administration of contractor's unfinished correction of punch list items issued at the time of substantial completion. Of the approximately 13,000 punch list items, an estimated 30% remain either incomplete or disputed by the contractor.
- **Outstanding Warranty Items**
 - Continuing oversight and administration of contractor's unfinished correction of warranty items issued after substantial completion. Key warranty issues include generator operating failures, humming light fixtures in courtrooms and interior door failures.