Andrew J. Meyers
County Attorney

OFFICE OF THE COUNTY ATTORNEY
115 S. Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301

954-357-7600 · FAX 954-357-7641

August 13, 2020

Via Certified Mail, Return Receipt Requested
(7019 1120 0000 9141 8606)
Catalfumo Construction, LLC d/b/a Seawood Builders
Attention: Betty Masi
565 Hillsboro Boulevard
Deerfield Beach, Florida 33441

Re: Edgar P. Mills Multi-Purpose Center – Parking Garage
Broward County, Florida

NOTICE OF CLAIM PURSUANT TO CHAPTER 558, FLORIDA STATUTES

Dear Ms. Masi:

This correspondence ("Notice of Claim") is being sent following Broward County's (the "County") recent discovery of extensive design and/or construction defects relating to the Edgar P. Mills Complex – Parking Garage, located at 900 NW 31st Avenue, Fort Lauderdale, Florida (the "Project"). As you are aware, Catalfumo Construction, LLC d/b/a Seawood Builders ("Seawood") provided design/build services on the Project pursuant to the Agreement Between Broward County and Seawood for Design/Build Services for Edgar P. Mills Multi-Purpose Center; Design Build H-Z-05-368CF in Broward County, Florida (the "Agreement"). The above-referenced design and construction defects are directly attributable to the services provided by Seawood.

Enclosed herewith, please find a preliminary report prepared by Reliance Engineering, Inc. that outlines the Project defects. The County will be saddled with significant issues at the Project. As a result, the County has incurred and will continue to incur substantial costs to address such issues and ultimately repair and/or re-construct the Project's parking garage. The County intends to promptly make necessary emergency repairs to the property as are required to protect the health, safety, and welfare of the County and will seek to recoup its costs from Seawood.

Therefore, in accordance with Section 558.004, Florida Statutes, the County requests that Seawood contact Jack Shim (jshim@broward.org) with the County's Construction Management Division to schedule a mutually convenient time for a site inspection to occur within thirty (30) days after receipt of this Notice of Claim. Additionally, it is expected that Seawood will, within ten (10) days after service of this Notice of Claim, forward a copy of the Notice of Claim to each contractor, subcontractor, supplier, or design professional whom it believes may also be responsible for each

defect specified in the enclosed report, noting the specific defect for which Seawood believes the particular contractor, subcontractor, supplier, or design professional is responsible.

Further, the undersigned expects Seawood, within forty-five (45) days after receiving this Notice of Claim, to serve a written response to the County, providing:

a) A written offer to remedy the alleged defects at no cost to the County, a detailed description of the proposed repairs necessary to remedy the defects, and a timetable for the completion of such repairs;

b) A written offer to compromise and settle the claim by monetary payment, that will not obligate Seawood's insurer, and a timetable for making payment;

c) A written offer to compromise and settle the claim by a combination of repairs and monetary payment, that will not obligate Seawood's insurer, that includes a detailed description of the proposed repairs and a timetable for the completion of such repairs and making payment;

d) A written statement that Seawood disputes the claim and will not remedy the defect or compromise and settle the claims; or

e) A written statement that monetary payment, including insurance proceeds, if any, will be determined by Seawood's insurer within thirty (30) days after notification to the insurer by means of serving the claim, which service shall occur at the same time the County is notified of this settlement option, which the County may accept or reject. A written statement under this paragraph may also include an offer under paragraph (c), but such offer shall be contingent upon the County also accepting the determination of the insurer whether to make any monetary payment in addition thereto. If the insurer for Seawood makes no response within thirty (30) days following service, then the County shall be deemed to have met all conditions to commencing an action.

Demand is also made, pursuant to Section 627.4137, Florida Statutes, that you disclose the name and coverage of each known insurer which may provide coverage for the County's damages arising from the defects specified herein. Additionally, pursuant to Section 627.4137, you must forward this request to all affected insurers. Within thirty (30) days of receipt of the request, each insurer shall provide the County with the following information in accordance with Section 627.4137:

(a) the name of the insurer;

(b) the name of each insured;

(c) the limits of the liability coverage; and,

(d) a copy of the policy.

I look forward to receiving your response. Should you have any questions or wish to discuss any of the issues raised herein, please do not hesitate to contact me.

Sincerely,
/s Benjamin Crego
Benjamin Crego
Assistant County Attorney

Enclosures

c: Michael J. Kerr, Deputy County Attorney, Office of the County Attorney
Steve Hammond, Director, Public Works Department
Ariadna Musarra, Director/County Architect, Construction Management Division
Jeff Thompson, Assistant Director, Construction Management Division
Jack Shim, Project Management Supervisor, Construction Management Division

Reliance Engineering

UPDATE
RECEIVED
08/05/2020

August 03, 2020

Mr. Jack Shim
Construction Management Division
115 South Andrews Avenue, Room A-550
Fort Lauderdale, FL 33301

Re – Edgar Mills Complex – Parking Garage, 900 NW 31st Avenue, Fort Lauderdale, FL:

Observed crack at a second-floor joist support – Field Report:

Pursuant to your request and authorization, we have performed a field visit on August 03, 2020 for the purposes of structural condition assessment surrounding the observed cracking at the support haunch of a third-floor concrete joist. Our observations are only visual and only include the readily observable portions of the structure pertaining to the cracking of the haunch. We have not performed a plan review of the as-built structure. Summary of our observations and recommendations are as follows:

Observations:

1) General: This garage is an approximately 10-year-old 3-story concrete structure. The bearing walls are tilt-up concrete walls, supporting precast concrete joists and cast-in-place concrete topping slab. Joists are bearing on continuous haunches on the walls. The haunches appear to be cast separately after the walls are installed. Tilt-up walls and the haunches are interrupted at the locations of rainwater leaders.

2) Second-Floor Haunch Crack: Below the West end of a third-floor joist (8th joist counting from the South Entrance) on the East wing of the garage, supporting haunch has failed as shown in the attached exhibits 1 through 4. Currently only the back end of the haunch may be providing any support to this joist. There is no bearing of the joist toward the face of the haunch as shown on exhibits 10 and 11. This joist is currently supported with temporary shoring extending to the ground floor slab as shown on exhibits 4 to 8. The Garage is currently closed, and no vehicles are parked inside.

3) Cracks and Spalls on the face of haunches at other locations: We observed cracks and spalling on the face of haunches at other locations as shown on exhibits 12 to 14. These are occurring primarily below the roof joists.

4) Cracks on Soffit Beams: Cracks are found on the soffit beams at the North end and South end as shown in the exhibits 15 to 17. Cracks are vertical cracks and diagonal cracks and also cracking below supported joists.

5) Concrete Slab Cracks: There are widespread cracking on concrete slab. Cracks are also noted along the top of soffit beams as shown on exhibits 18 to 20.

Conclusions:

The failed third floor haunch is at the edge of a concrete wall panel. We can see that the longitudinal rebar and the stirrups are located too far inside the haunch, with about 3" concrete cover. It is important to locate the reinforcing close to the face of the haunch to prevent the unreinforced concrete along the edges to fail in shear. This is exacerbated by the fact that at this location, the joist is supported at the end of the haunch. This creates a situation where the haunch is in single shear versus the typical condition of double shear, essentially reducing the shear capacity by half. We believe that these are the possible causes for the shear failure observed.

We believe that the relatively smaller spalling and cracking at the faces of the haunches at other locations are due to the flexing of the joists up and down due to the temperature variations which are more severe for the joists below the exposed roof slabs.

We believe that the soffit beam cracks below the supported joists are due to the flexing of the joists up and down due to the temperature variations which are more severe for the joists below the exposed roof slabs. Other vertical and diagonal cracks appear to be stress cracks due to the applied loading.

Topping slab has widespread cracks as noted above. It appears that these are primarily shrinkage cracks. We also observed cracks due to negative moments along the top of soffit beams.

Recommendations:

We believe that the installed shoring below the third-floor joist, continuous to the ground floor is adequate to temporarily support this joist at the cracked haunch. We recommend similar shoring at a similar condition which is occurring on the second joist to the North of the cracked haunch as shown on exhibit 9.

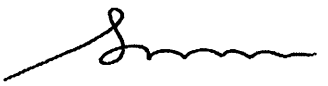
We believe that the garage can be opened after installing this shoring and protective barricade around the shoring. This shall be followed by a complete review of the structural drawings and permanent repairs of the observed spalling and cracking at the haunches, soffit beams and slabs.

We recommend conducting the plan review and repairs design and carryout the permanent repairs immediately. During this process, we recommend engineering inspections on a regular basis once in maximum 2 weeks to monitor the conditions of the structure.

General Notes: This report is not to be considered a warranty. Our observations are limited to the readily visible items described as above and are only as stated above. We do not represent that we have found all the possible deficient items.

Should you have any questions or need additional information, please do not hesitate to contact us.

Respectfully submitted,
Reliance Engineering, Inc.



8/3/2020

Sankar Warier, P.E. 42369
Principal

Attachments: Exhibits 1 through 20 and location plan.

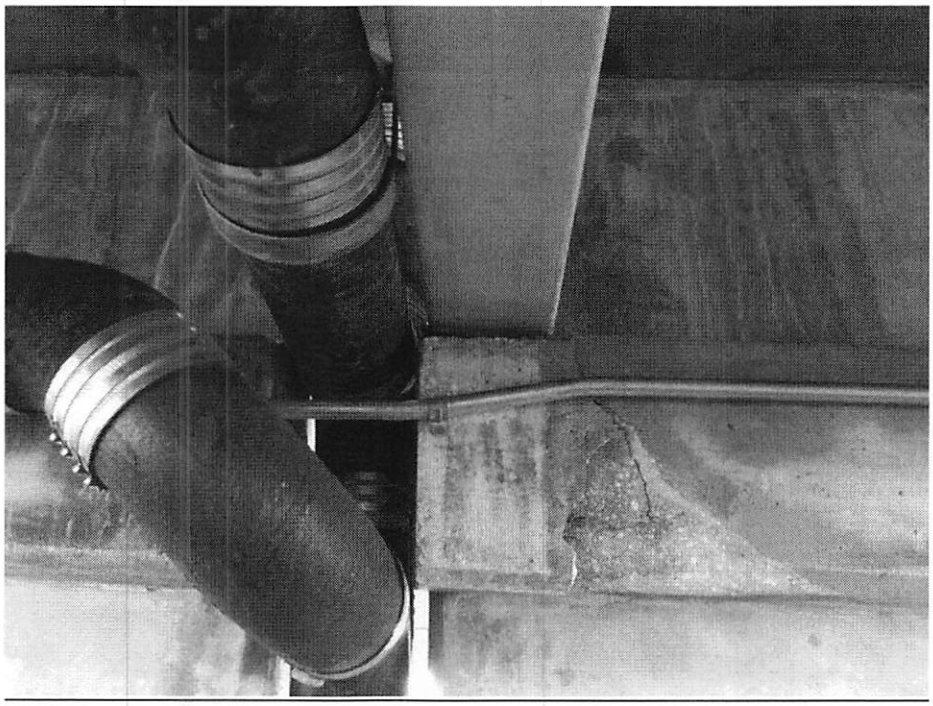


Exhibit 1: Cracked Haunch below third floor joist.

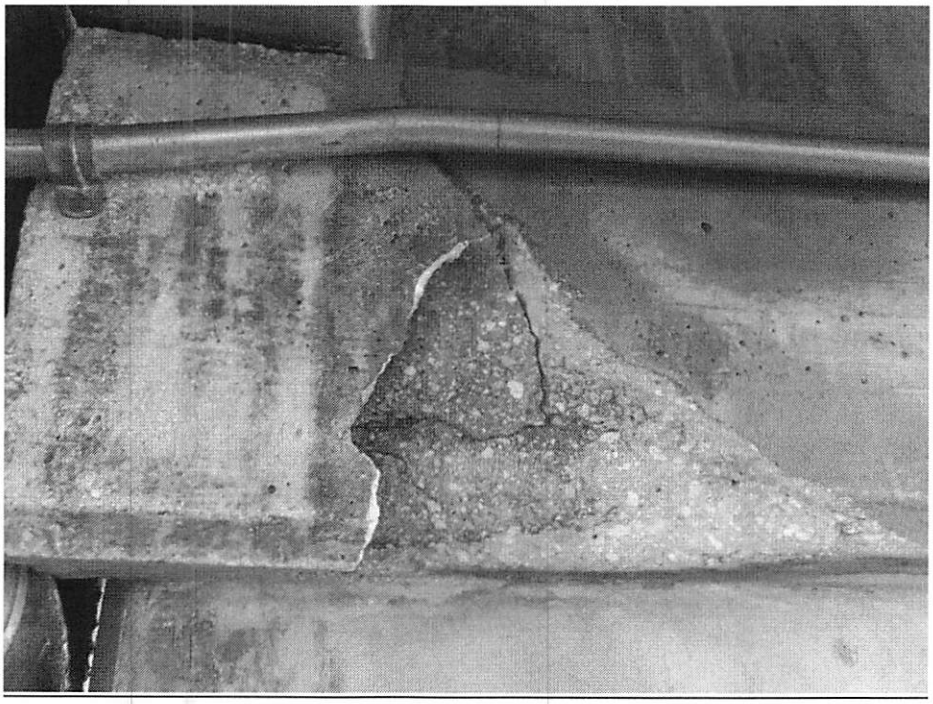


Exhibit 2: Cracked Haunch below third floor joist. No stirrups found in this area.

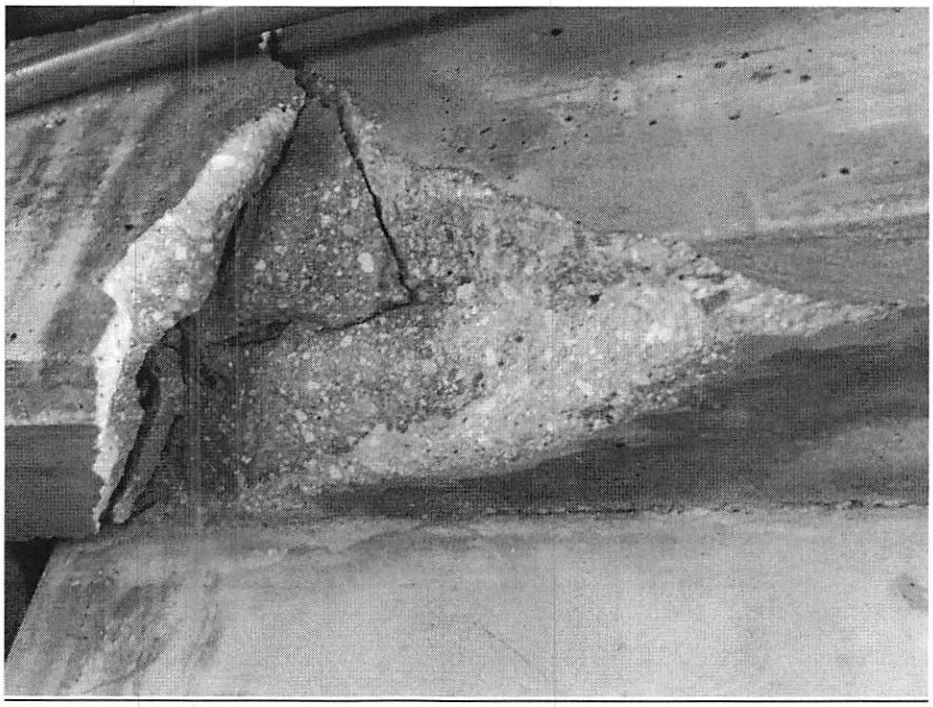


Exhibit 3: Cracked Haunch below third floor joist – No longitudinal rebar found here.

Exhibit 4: Cracked Haunch and Shored Joist below third floor.

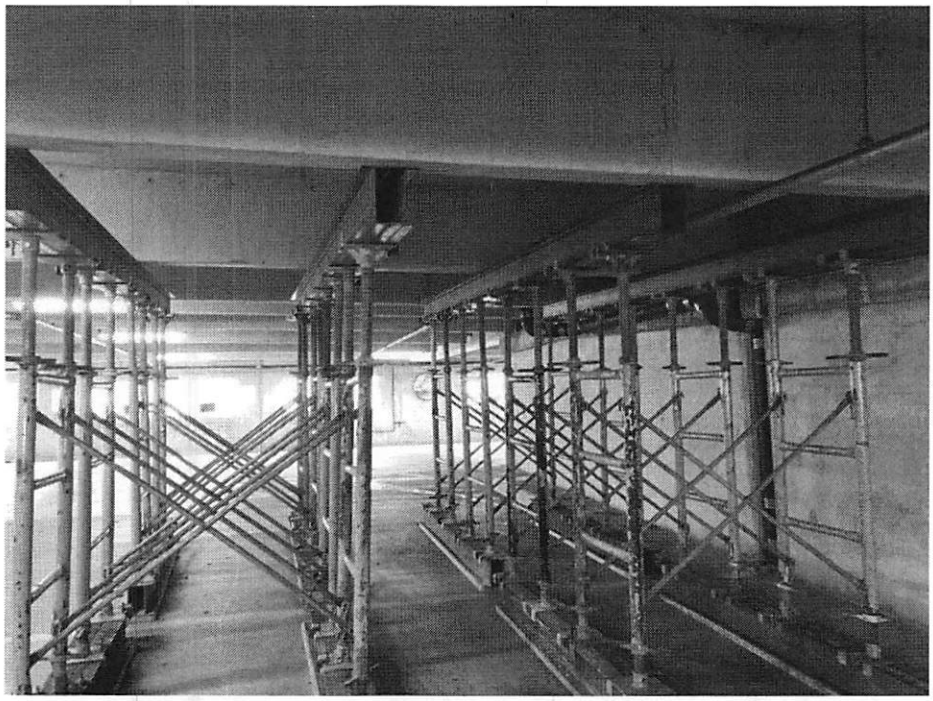


Exhibit 5: Overall view of the shoring on second floor.

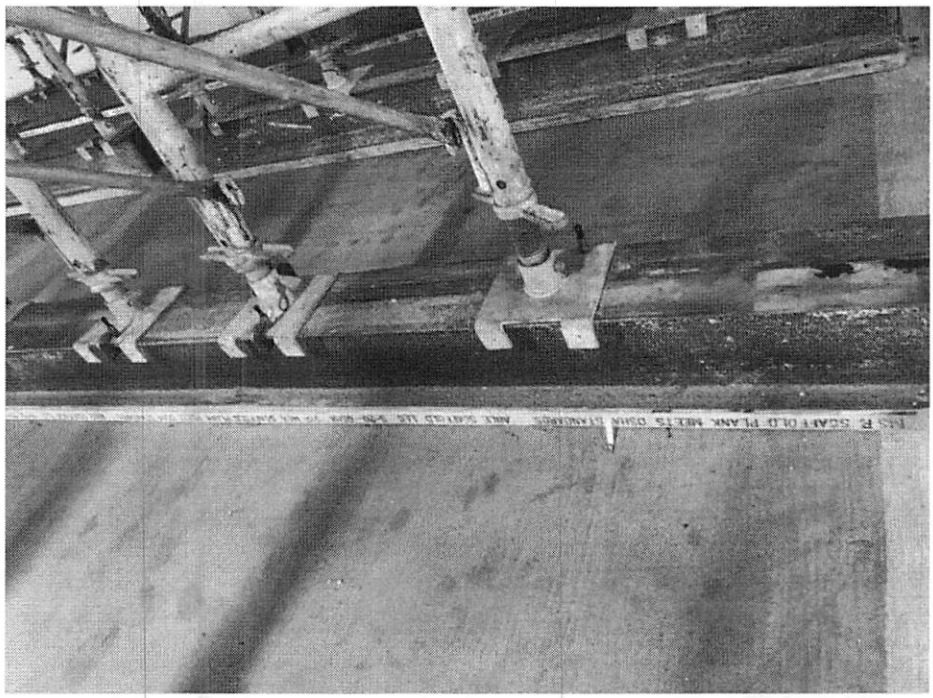


Exhibit 6: Spreader beam and post attachment at the shoring towers.

Exhibit 7: Steel beam and shoring detail at the top of shoring towers.

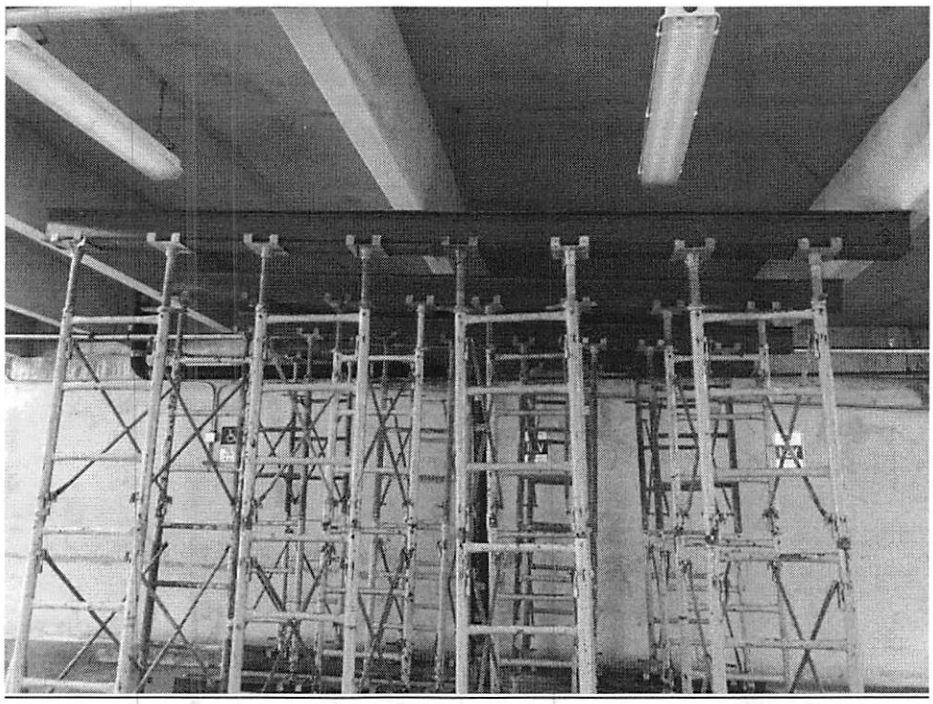


Exhibit 8: Overall view of the shoring on ground floor.

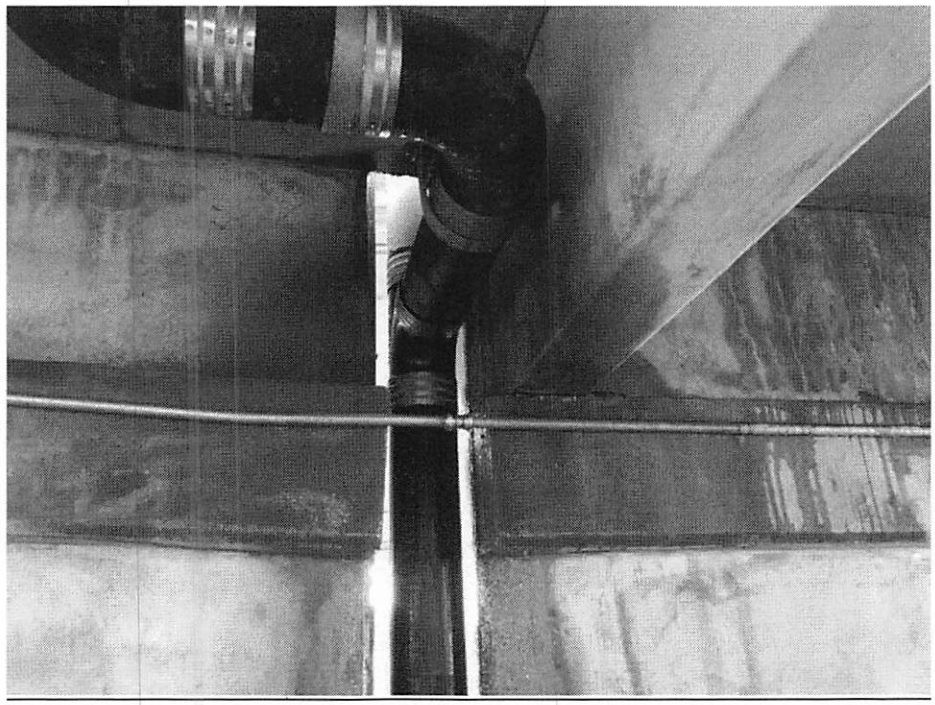


Exhibit 9: Condition where a third floor joist is at the edge of a haunch. Shoring is required here.

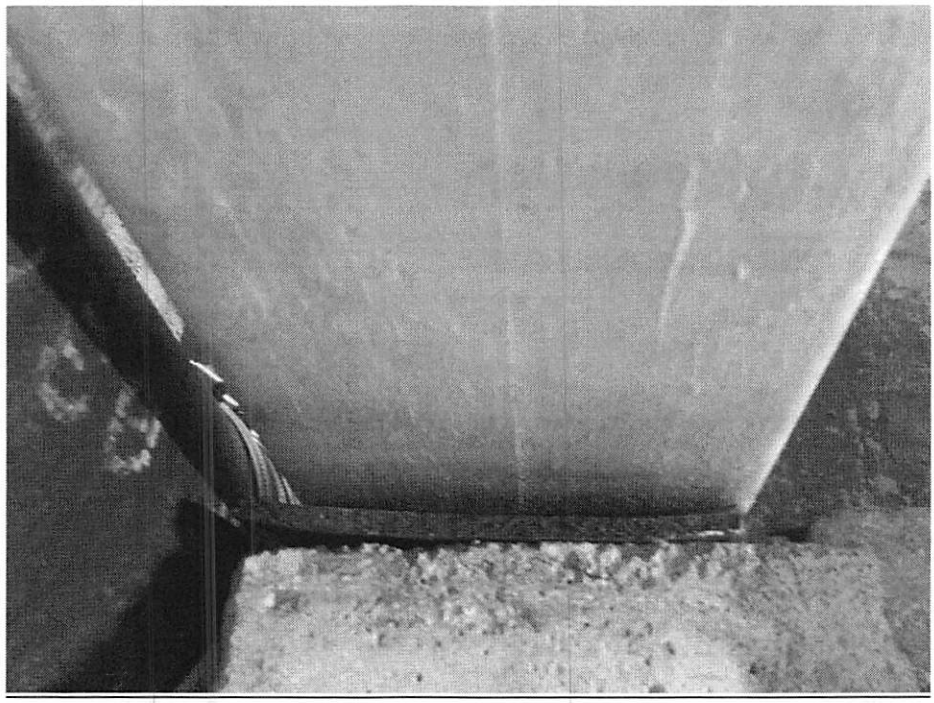


Exhibit 10: Loose bearing pad. Joist is not bearing on the front half of the cracked haunch.

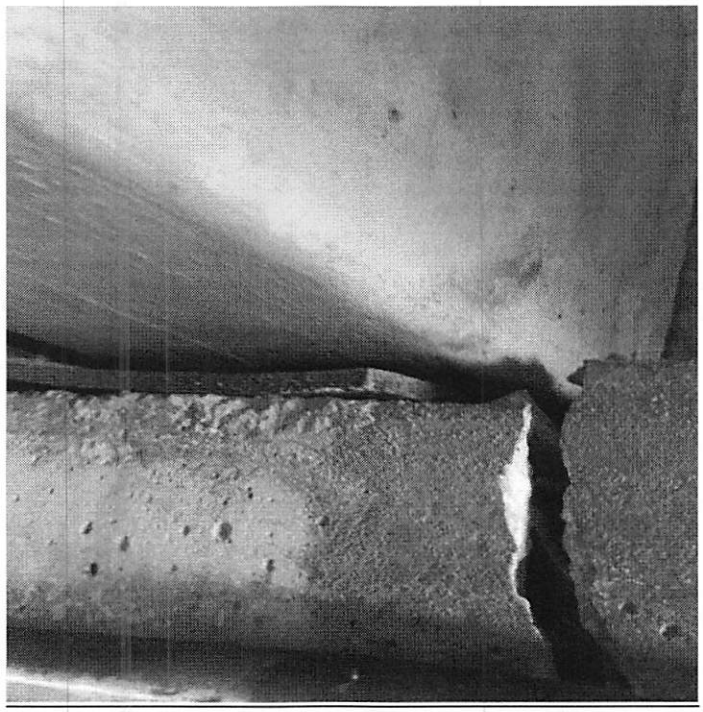


Exhibit 11: Loose bearing pad. Joist is not bearing on the front half of the cracked haunch.

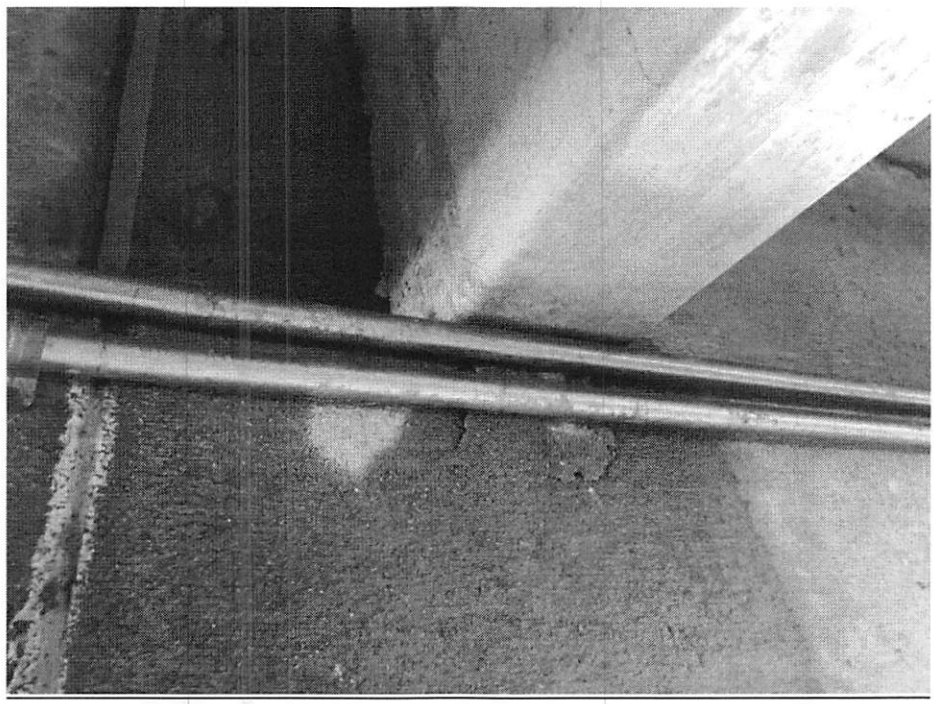


Exhibit 12: Spalled face of a haunch below a supported joist.

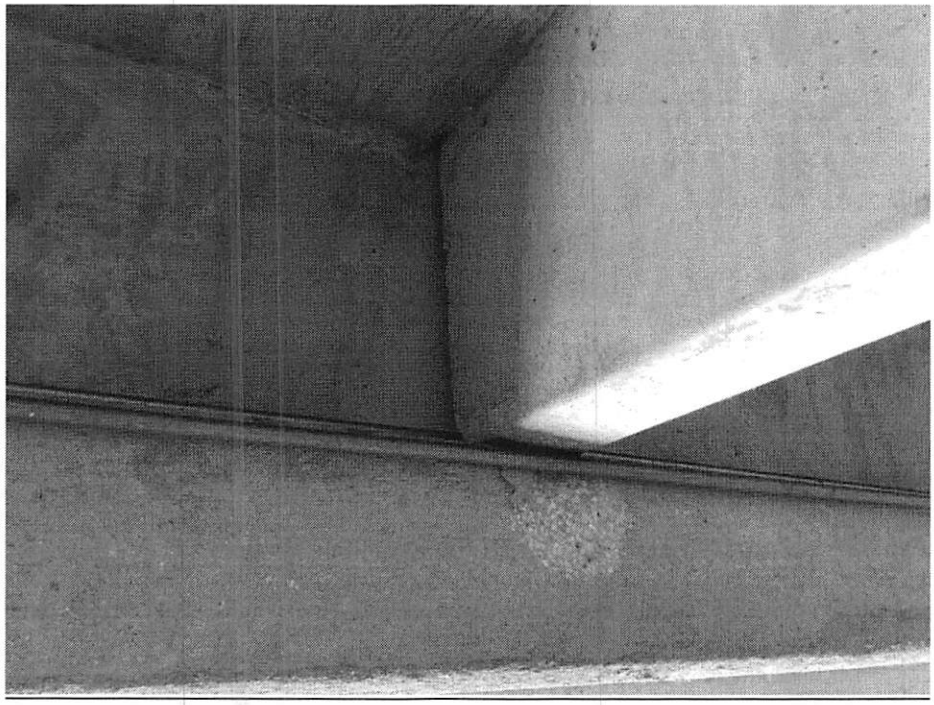


Exhibit 13: Spalled face of a haunch below a supported joist.

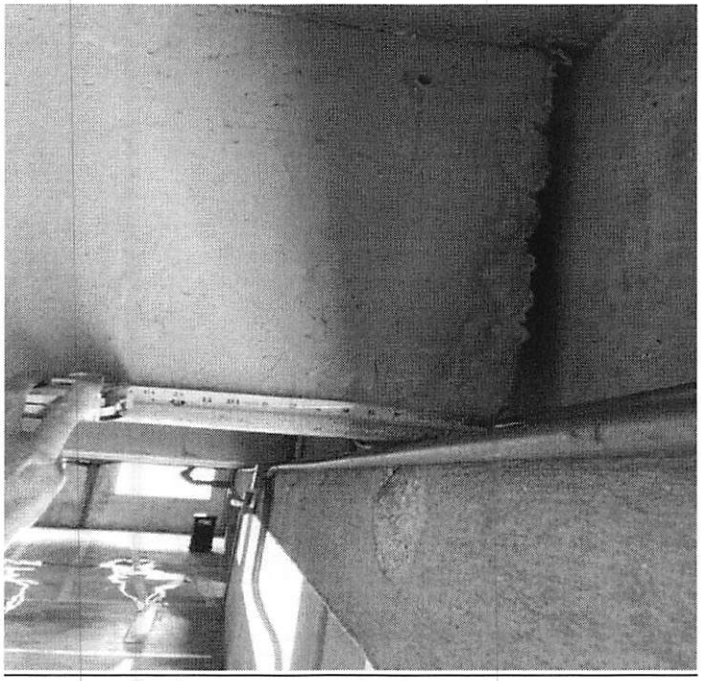


Exhibit 14: Spalled face of a haunch below a supported joist.

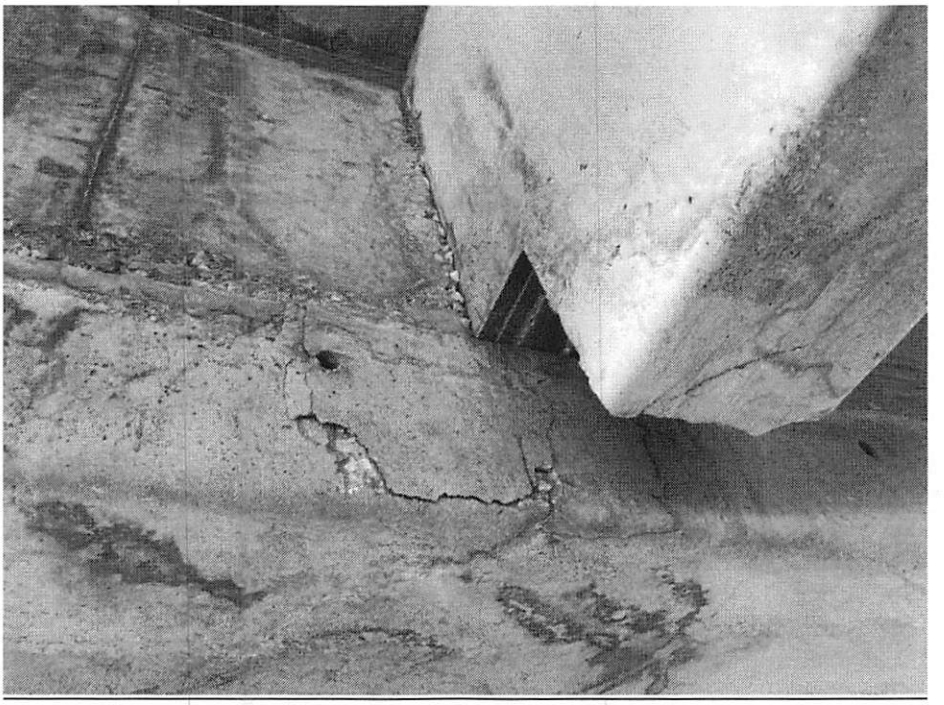


Exhibit 15: Spalling and Cracking on a soffit beam at a joist support.

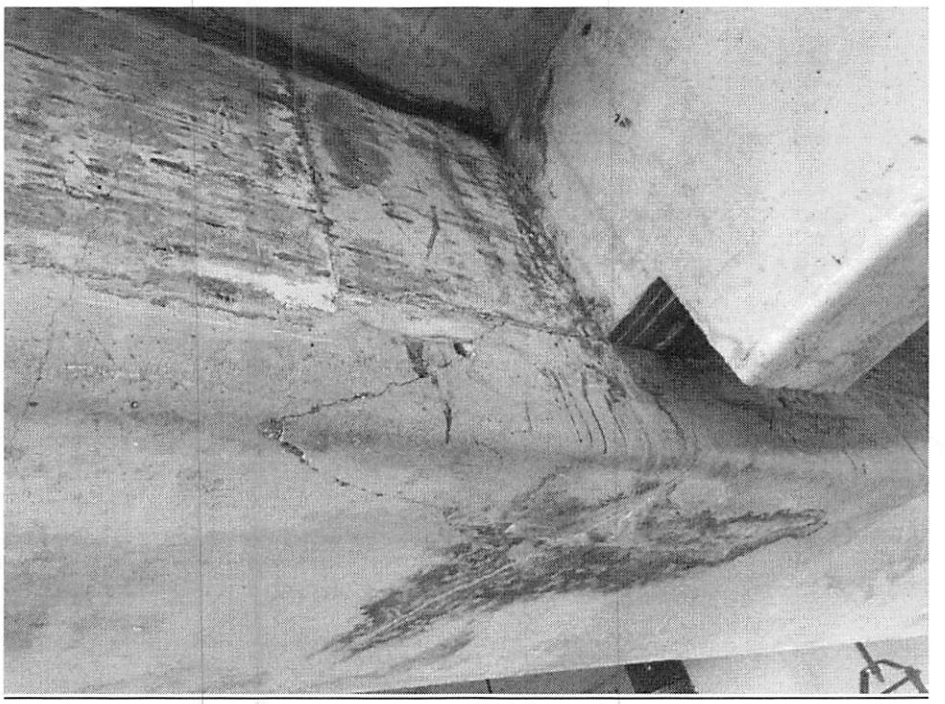


Exhibit 16: Spalling and Cracking on a soffit beam at a joist support.

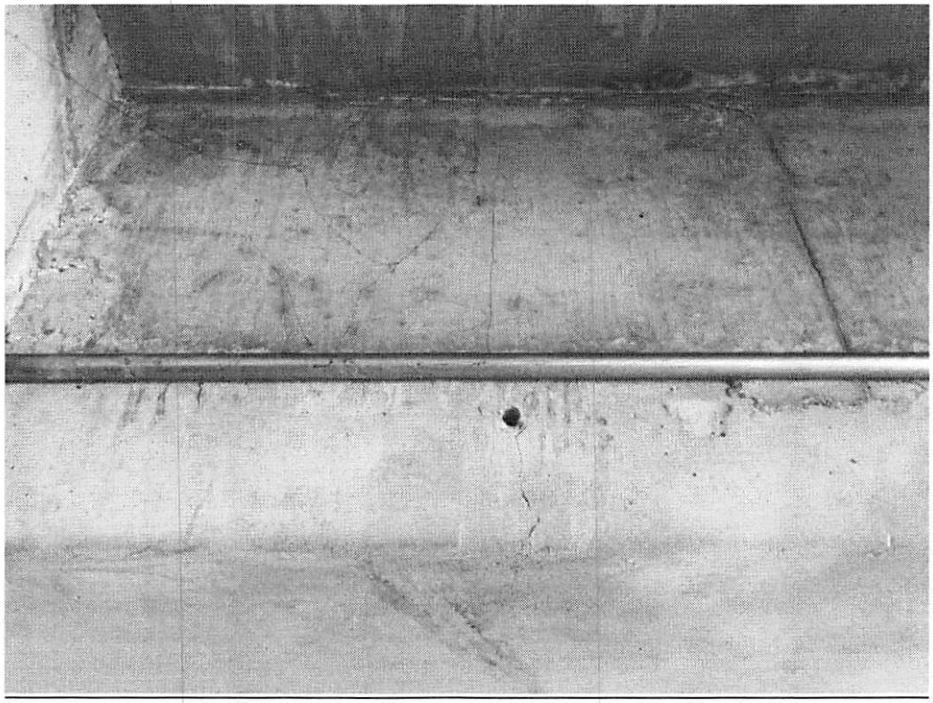


Exhibit 17: Vertical and diagonal cracks on a soffit beam.

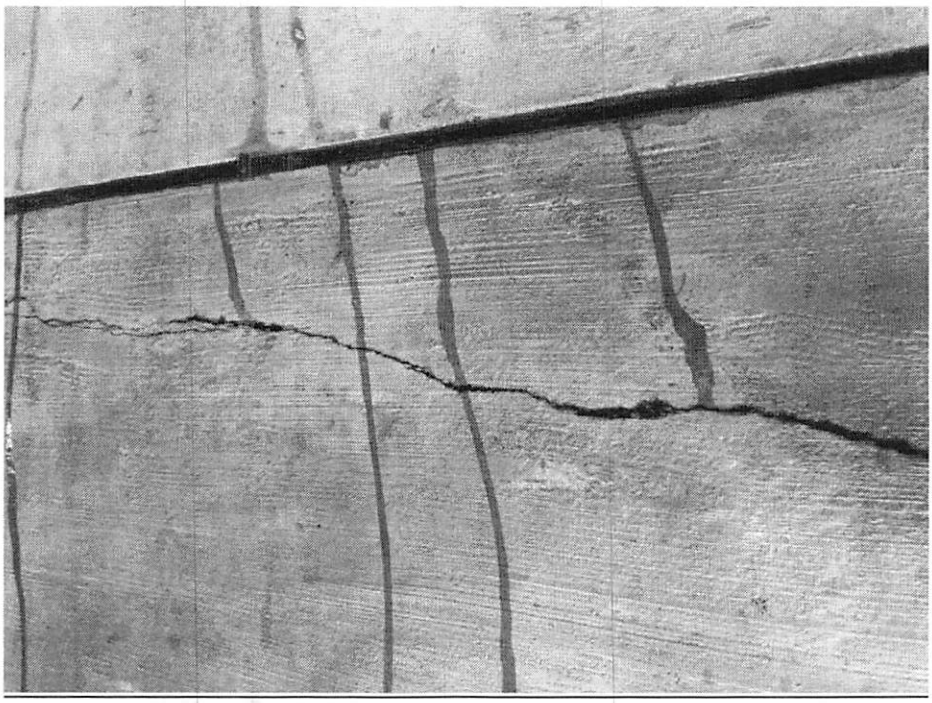


Exhibit 18: Slab cracks along the sides of a soffit beam.

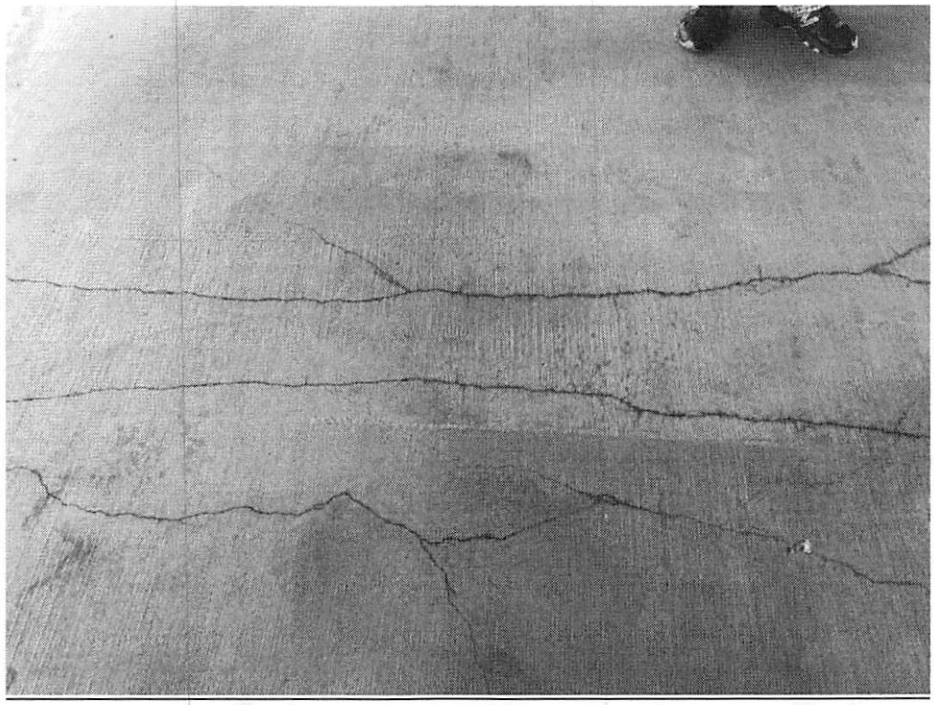


Exhibit 19: Slab cracks along the sides of a soffit beam.

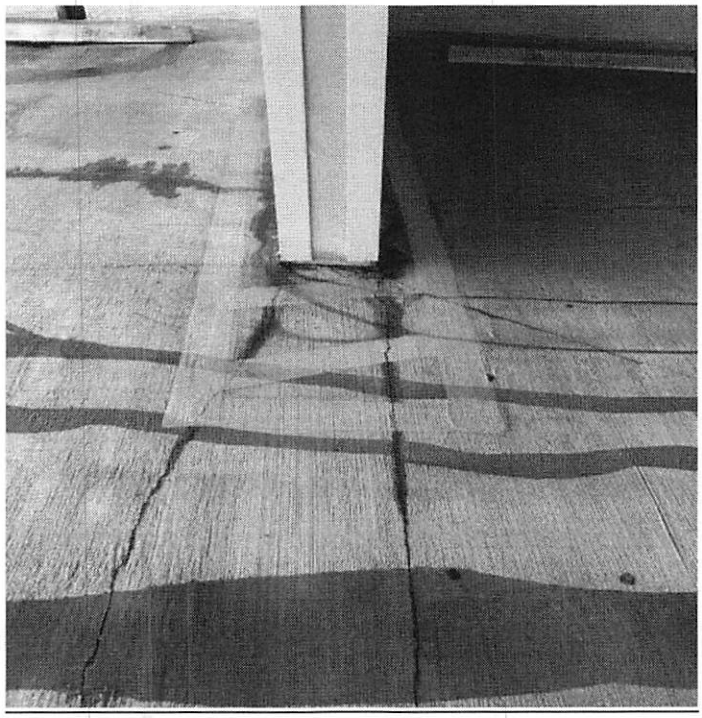


Exhibit 20: Slab cracks along the sides of a soffit beam.

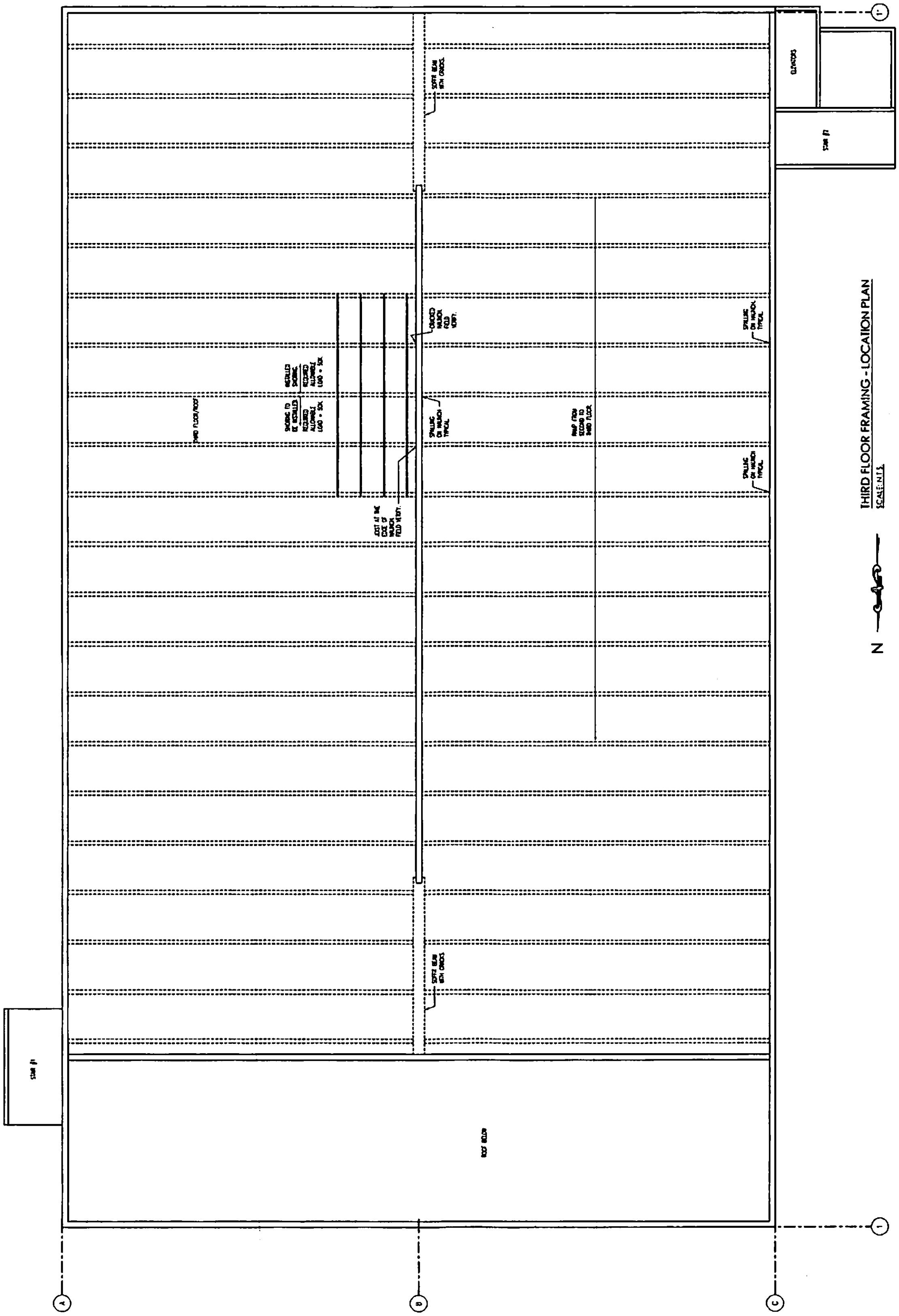

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Exhibit 3
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a/k/a Seawood Builders

Sent To Betty Masi / Catalfumo Construction LLC

Street and Apt. No., or PO Box No. 565 Hillsboro Boulevard

City, State, ZIP+4® Deerfield Beach, FL 33441

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions