



Public Works Department

**Facilities Management Division**

115 S. Andrews Avenue, Room 501 • Fort Lauderdale, Florida 33301 • 954-357-6470 • FAX 954-357-6136

April 9, 2019

Pioneer Construction Management Services, Inc.

D. Ruel Miles, President

3711 SW 47<sup>th</sup> Ave. Suite 203

Davie, FL 33314

Fax: 954.893.8013

Re: Port Everglades Administration Building Interior Office Modifications

Bid/ Contract No.: T1144108B1\_1

JOC Work Order No.: 2015D1579

Purchase Order No.: SEA0000088

Project Location: 1850 Eller Drive

Ft. Lauderdale, FL. 33316

## **OWNER'S NOTICE TO CURE BREACHES OF CONTRACT AND TO DEMAND MEETING WITH CONTRACTOR**

Dear Mr. Miles:

Pursuant to the above-referenced contract ("Contract") between Broward County (the "County") and Pioneer Construction Management Services, Inc. ("Pioneer"), Pioneer has failed to suitably perform work required by the Contract documents for the Port Everglades Administration Building Interior Office Modifications Project ("Project"). Accordingly, in accordance with General Conditions, Section 12(b) of the Contract, this letter serves as the County's notice to Pioneer of the breaches of the Contract documents described herein and Pioneer's obligation to cure said breaches. Please be advised that the County will consider all of its options and remedies under the Contract for the above-referenced Project if the following breaches of the Contract documents are not cured within ten (10) business days from the receipt of this letter.

The breaches of the Contract documents to date are as follows:

- **Pioneer has repeatedly failed to complete the Project within the Project terms and within a reasonable time:**

Pioneer started construction for the Project on August 4, 2017, at 6:39 p.m. Since this start date, Pioneer has submitted six (6) revised schedules requesting more time, each of which the County, in good faith, approved in order to assist Pioneer in completing the Project. None of the revised schedules have been met by Pioneer. The County met with Pioneer several times to help Pioneer complete the Project. On the advice of Pioneer, the County reluctantly made several concessions to speed up the Project, such as allowing Pioneer to work during "Normal Working Hours" and accepting carpet tile and ceiling light fixtures that were not part of the original design. These concessions were agreed to by the County in an effort to make up for the deadlines already missed and to speed up and complete the Project.

Additional meetings were held on March 8 and 12, 2019, to discuss unfinished and/or unsatisfactory work by Pioneer relating to ductwork, linear diffusers, architectural items listed on the punch list for the conference room, data and electrical outlets, painting, corrections to door frame, and replacement of ceiling tiles. The County requested, and Pioneer provided, a schedule for the completion of all work to be

performed. Additionally, Pioneer has made promises to the County to complete the work at various meetings and via email. A subsequent "two-week look ahead" schedule was provided, with work anticipated to start on April 3, 2019 and end on April 7, 2019. While Pioneer did perform some work through April 7, 2019, there continues to be extensive work that needs to be done.

- **Pioneer's work performed on the completed portions and partially completed portions of the Project do not comply with industry standards:**

The quality and workmanship of approximately fifty percent (50%) of Pioneer's work on the Project is unacceptable. Specifically, the Contract Administrator has determined the following work by Pioneer to be unacceptable: installation of metal studs; installation of drywall; application of tape and joint compound; wall sanding of drywall; paint finish; carpet installation; cove base installation; installation of electrical and low voltage junction boxes; installation of electrical cover boxes; and overall neatness of the jobsite within working office areas.

- **Pioneer has not constructed the project in accordance with the design team's "Permit Drawings":**

As witnessed by site visits and noted in the design team's "Punch List," ceiling tile grids have not been installed per the drawings. Additionally, existing ceiling tiles and ceiling tile grids have not been removed and replaced with new ones, as required per the drawings. There are thermostats missing and thermostats in locations not specified per the drawings. Ventilation devices have been installed that do not comply with the drawings. An independent "Test & Balance" of all mechanical systems has not been performed.

- **The County has been made aware of subcontractors to Pioneer that have not been paid:**

On February 13, 2018, Seaport Engineering and Facilities Maintenance was contacted by LMS Construction Inc. and informed of nonpayment. Within the same month, on February 21, 2018, Seaport Engineering and Facilities Maintenance was contacted by ASAP Fire Sprinkler Protection LLC and informed of nonpayment. However, Pioneer's first payment application was submitted and released for payment by Seaport Engineering and Facilities Maintenance on December 12, 2017. No other payment applications had been received or approved.

On September 27, 2018, Seaport Engineering and Facilities Maintenance was contacted by Lotspeich Co. of FL., Inc. and informed of nonpayment. On May 25, 2018, Pioneer's second payment application was submitted. After several revisions to the pay application, the County received an acceptable application on November 2, 2018.

On October 3, 2018, Seaport Engineering and Facilities Maintenance was contacted by Wind Chill LLC. and informed of nonpayment.

The County is currently not aware if any of the above sub-contractors have been paid and what payments, if any, are outstanding.

- **Violations found by Hollywood Fire Rescue & Beach Safety Department Division during a routine inspection of 1850 Eller Drive (Project location):**

On July 24, 2018, the City of Hollywood Fire Rescue & Beach Safety Department Division conducted a routine inspection of the Project and found several Fire Prevention and Life Safety violations caused by the work performed by Pioneer. These Fire Prevention and Life Safety violations put all occupants within the building at risk. The County will now need to correct violations caused by Pioneer in order to maintain the building's life safety.

Please note that on October 4, 2018, email correspondence and telephone conversations took place with the surety company for the Project, Crum & Foster. The contact person at Crum & Foster is Melissa Rice. At her request, background information on the items listed and discussed above were provided via email.

Within ten (10) business days from the receipt of this letter, Pioneer must complete all of the following items related to the Project:

- Automatic Shades Adjustment
- Conference Room Acoustical Ceiling Replacement

- Dry Wall Finish in the Conference Room
- Paint Conference Room Walls
- Flow Bar Linear Diffusers Installation
- Fire Sprinkler Cover Plates Installation
- Light Switch 4<sup>th</sup> Floor Office
- Replace Electrical Cover Plates
- Dry Wall Repair on 3<sup>rd</sup> Floor Office
- Paint 3<sup>rd</sup> Floor Office
- Show proof of payment to the above-referenced subcontractors
- Complete any other remaining punch list work

Within three (3) business days from receipt of this letter, Pioneer shall meet with the Contract Administrator to discuss Pioneer's progress with respect to the above-referenced items related to the Project and provide the Contract Administrator with a plan to timely complete any work that remains. If Pioneer fails to complete all of the above-referenced items related to the Project within ten (10) business days, the County will consider all its rights and remedies as specified in the Contract documents and under Florida law. As the County has been more than accommodating to Pioneer in this matter, the County will not grant any additional time beyond that allowed for in this letter.

In accordance with Section 1014 of the Project Manual for the Contract ("Progress Schedules"), Pioneer ***is not being asked to accelerate the project for early completion.*** Instead, Pioneer is expected to adhere to the currently established schedule.

Sincerely,



Scott Campbell, Director  
Facilities Management Division

- c: Bertha Henry, County Administrator, County Administration  
John Foglesong, PE, Director of Seaport Engineering & Facilities Maintenance Division  
Israel L. Rozenal, AIA, CSI, Assistant Director  
Mike Kerr, Deputy County Attorney, County Attorney  
Russell Morrison, Senior Assistant County Attorney, County Attorney  
Fernando Amuchastegui, Assistant County Attorney, County Attorney  
Claudja Henry, Contracts/Grants Administrator, Senior, Facilities Management Division