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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 3, 2012

Agenda Item No. 8(C)(2)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: South Miami-Dade Cultural Arts Center – Ratification of Construction Contract Project Close-out

Resolution No. R-275-12

Recommendation

It is recommended that the Board of County Commissioners (BCC) ratify the close-out of the construction contract (CUA 9722 SMDCC) between Miami-Dade County and The Tower Group, Inc. for the South Miami-Dade Cultural Arts Center (SMDCAC), approving the attached Work Order #100, approving 239 days of additional time granted to complete the project, waiving other delay damages beyond the 90 days of liquidated damages assessed as part of the project close out, approving four (4) deduct change orders that resulted in a sales tax savings of $195,337 for the project, and authorizing the use of the $649,294 of funds remaining in the project budget to address unmet capital needs for the SMDCAC.

Scope

The successful completion of the SMDCAC and its official grand opening in October 2011 has had an extremely positive impact for the community of South Miami-Dade as well as County-wide patrons and users.

Fiscal Impact/Funding Source

The construction of the SMDCAC was completed under the approved amount in the project's budget with an overall remaining balance of more than $600,000 retained by the Department of Cultural Affairs ($117,139 from the Owner-controlled Construction Contingency Account; $260,370 from liquidated damages assessed to the Contractor; and $271,785 from budgeted but unused Independent Private Sector Inspector General (IPSIG) fees). The Department of Cultural Affairs (the Department) intends to use these funds to help address some of the Center's current unmet needs, such as supplemental audio equipment to enhance the in-house technical capacity of the theaters, exterior directional signage, improvements to the acoustical fabric panels in the sound and light locks, and/or a marquee sign to help promote the Center's events.

Funding for the Center was comprised of Convention Development Tax bond proceeds, Building Better Communities General Obligation Bond funds, Safe Neighborhood Parks bond proceeds, and State of Florida Cultural Facilities Program grant funds.

Track Record/Monitor

The Department has effectively managed the design and construction of this extraordinary new cultural center and has been operating and programming the facility since its substantial completion in mid-April 2011.

Background

Located on S.W. 211 Street in Cutler Bay, the SMDCAC is a multidisciplinary arts center designed to showcase the performing arts. The design team was led by world-renowned architectural firm

Arquitectonica International, Inc., and also included: theater consultant Fisher Dachs Associates, Inc.; acoustical and sound and communications consultant Artec Consultants, Inc.; and arts management consultant AMS Planning & Research Corp. A contract with The Tower Group, Inc. (TTG) for the construction of the SMDCAC was approved in July 2005 (Resolution R-880-05) and the Department of Cultural Affairs issued the Notice to Proceed to the Contractor on December 29, 2005. Specification Section 00700-General Conditions of the Contract, included as Attachment D to Resolution R-880-05, delegates the authority to issue Work Orders and Change Orders.

The Department has successfully managed the project in accordance with the terms of the Contract and in close consultation with the Office of the County Attorney and the Sustainability, Planning, and Economic Enhancement Department (formerly Small Business Development). The Department and the architectural and engineering team closely monitored the construction of the Center, leading to the rejection of the main building envelope systems that were not installed in accordance with the Contract Documents. After The Tower Group was purchased by Obrascon Huarte Lain, S.A. (OHL) in 2007, a Spain-based international construction firm, the Contractor's team worked cooperatively with the Department to ensure that all deficiencies were remedied and in some instances, instead of repairs, the Contractor chose to replace entire building systems at their cost. The Contractor estimated out-of-pocket expenses for this work to be between $15 and $20 million.

Contract time extensions were granted to the Contractor in four Work Orders for unforeseen site conditions, additional waterproofing measures necessary because of the unforeseen site conditions, and revisions to the drawings per various permitting agency requests. Water pressure levels below-grade higher than originally anticipated led to initial delays and additional costs in the construction of the foundation for the lower levels of the theater. As a result of the unforeseen site conditions, the Department issued Work Order #1 granting the Contractor a contract time extension of 134 days and over $1 million in compensation for additional work required to prepare and pour the foundations. Because Work Order #1 depleted approximately two-thirds of the project's contingency within the first few months of construction, the Department sought and obtained BCC approval to replenish the owner-controlled contingency account via Resolution R-580-07. The contract time extension associated with the dewatering issues was outlined in the memo to the BCC accompanying that resolution. Information regarding subsequent Contract time extensions has been regularly reported in the monthly reports provided to the Recreation and Cultural Affairs Committee.

Work Orders Issued Granting Time Extensions

A total of 239 days were granted to the Contractor in four Work Orders during the course of the construction project.

- Work Order #1: a total of 134 days (57 compensable and 77 non-compensable) awarded for unforeseen site conditions;
- Work Order #8: a total of 34 days (27 compensable and 7 non-compensable) awarded for additional waterproofing measures needed due to the unforeseen site conditions;
- Work Order #37: a total of 15 non-compensable days awarded due to drawing revisions per Building Department and Fire Department requests; and
- Work Order #39: a total of 56 non-compensable days awarded due to drawing revisions per Building Department requests.

Project Duration and Close-out

The Contract was originally awarded with a project duration of 608 days. The total contract time was adjusted to 847 days after awarding 239 days in the four Work Orders listed above. The Contractor achieved substantial completion 1087 days beyond the revised contractual substantial completion date. The Contract provided for up to 90 days of Liquidated Damages. The full 90 days totaling $260,370 were assessed and deducted from the final Contract amount in accordance with the terms of the Contract. There was a dispute between the County and the Contractor regarding the assessment of other delay damages beyond the 90 days. The Contractor presented claims to the County contending that the County and/or architectural and engineering team was responsible for most of those project delays.

The Tower Group and the Department reached an agreement to close out the construction project within the terms of the contract and within the approved budget. The Department has issued, and the Contractor has accepted, a final Work Order (Work Order #100) that provides an equitable and comprehensive resolution of all project-related issues including, but not limited to: all Proposed Change Orders (PCOs), disputed costs, delay damages, requests for contract time extensions, and any and all project-related claims between Miami-Dade County and the Contractor, inclusive of any potential future claim litigation. The features of this final Work Order were reported to the BCC in a memorandum dated November 1, 2011 and in a corresponding written report (dated November 7, 2011) to the Recreation and Cultural Affairs Committee.

Key features of the project's final Work Order #100 include:

- Construction was completed under the approved budget:
  - The construction contract for the South Miami-Dade Cultural Arts Center was issued to the Tower Group for a total amount of $38,412,280;
  - The project had a 10% Owner-controlled Construction Contingency account:
    - ✓ Change Order #1 was issued at the outset of construction to replenish the original 5% Owner-controlled Construction Contingency account after about two-thirds of it was depleted for charges related to unforeseen dewatering issues on the site at the onset of construction;
    - ✓ Deduct Change Orders #2-5 reduced the total Contract amount by $3,238,208 as the County directly purchased materials using the Direct Purchase (sales tax savings) Program and realized a tax savings to the project of $195,337; and,
    - ✓ Of the $3,819,137 General Allowance Account (Owner-controlled Construction Contingency), Work Orders were issued for a total of $3,701,998 with a remaining balance of $117,139 retained by the County.
- The Department retained more than $600,000 in funds from the contract:
  - In response to approximately $5.9 million in open and disputed PCOs submitted by the Contractor, Work Order #100 included $742,406 in compensation to the Contractor, leaving a balance of $117,139 in the General Allowance Account (Owner-controlled Construction Contingency) which remains with Miami-Dade County;
  - In accordance with the Contract, the amount of $260,370 was deducted from the Contractor's final contract amount for 90 days of liquidated damages in the sum stipulated in the bid documents. Miami-Dade County relinquished all other time-related claims against the Contractor, and the Contractor relinquished all time-related claims against Miami-Dade County; and,
  - The sum total of $271,785 included in the Contract for the Independent Private Sector Inspector General (IPSIG) fee was deducted from the Contractor's final contract amount. At the time of Contract award, this amount was required to be set aside for the purpose of funding an audit of the project by a private sector consultant, if requested by the Office of the Inspector General.

  - These remaining funds will be used to help address some of the Center's current unmet needs, such as supplemental audio equipment to enhance the in-house technical capacity of the theater, exterior directional signage, improvements to the acoustical fabric panels in the sound and light locks, and/or a marquee sign to help promote the Center's events.
- The $500,000 Dedicated Allowance Account was established and spent for the purchase of the orchestra shell and related work after obtaining a $500,000 grant from the State of Florida Cultural Facilities Program. The Department secured an additional $1 million from State Cultural Facilities grants to complete the project's budget.
- $102,718.55 has been deducted from the Contractor's payment for the underpayment of wages by Sun-Tech Plumbing Contractors. Please note that the amount listed in Work Order #100 has been updated to reflect the latest figure in accordance with the Notices to Cure issued by the Sustainability, Planning, and Economic Enhancement Department (formerly Small Business Development).
- Payment Application #55 in excess of $4 million has been processed by the Department, releasing all retainage on the project after receiving all the necessary documentation in accordance with the Contract, including a detailed Consent of Surety that acknowledges the following pursuant to guidance from the Office of the County Attorney: acceptance of Work Order #100, the release of retainage, and that the Releases of Claim from certain sub-contractors and suppliers were incomplete and/or not in conformance with the Contract. The final payment application amount shown in Work Order #100 was remitted to the Contractor net the amount being withheld pending completion of punch list items, the balance in the Owner-Controlled Contingency Account for acoustical fabric panel scope (work to be completed by the County), and the final amount required to address the underpayment of wages by Sun-Tech Plumbing Contractors.

The final Work Order establishes the completion of the construction contract within the approved budget and sets forth an amicable conclusion to the project with an agreement that no further causes of action are necessary or allowable against Miami-Dade County and/or the project consultants. Working together, the Contractor and the Department produced an outstanding cultural center that fulfilled and exceeded cultural and community expectations. The SMDCAC was completed to the high standards of quality in architecture, aesthetics, theatrical functionality and acoustics that were established for the project.

On October 1, 2011, the SMDCAC officially opened with two days of sold-out community-centered activities. Events included free outdoor performances by talented community groups, an innovative ribbon "unveiling" ceremony orchestrated by artist Robert Chambers that involved local children, and a main-stage original show featuring top-level performing and visual artists from the Miami-Dade area.

As it embarks on its inaugural season, the Center is committed to its goals of presenting artistically-excellent work and developing strong community outreach components in everything that it does.

For a complete list of upcoming events, please visit the SMDCAC website, www.smdcac.org.

Lisa Martinez, Senior Advisor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: April 3, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(C)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(2)
4-3-12

RESOLUTION NO. R-275-12

RESOLUTION RATIFYING CONSTRUCTION CLOSE OUT OF SOUTH MIAMI-DADE CULTURAL ARTS CENTER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the Project Close-Out of the South Miami-Dade Cultural Arts Center, approving the attached Work Order #100, granting 239 days of additional time necessary to complete the project, waiving other delay damages beyond 90 days of liquidated damages assessed, approving four (4) deduct change orders resulting in a sales tax savings of $195,337 for the project, and (5) authorizing the use of the $649,294 of funds remaining in the project budget to address some of the SMDCAC's unmet capital needs.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**absent**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of April, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DF

Daniel Frastai

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Attachment

MIAMI-DADE COUNTY

Miami-Dade County Department of Cultural Affairs

Allowance Account Work Order # 100

GENERAL ALLOWANCE ACCOUNT

PROJECT NO. CUA 9722 SMDCC **DATE:** 9/28/11
PROJECT NAME: SOUTH MIAMI-DADE CULTURAL ARTS CENTER

The Contractor is hereby authorized to make the following changes to the current contract, and perform the work subject to all contract stipulations and covenants.

WORK ORDER DESCRIPTION: Project Close-out

Detailed Work Order Description: This Work Order concludes all outstanding project-related matters related to: Proposed Change Orders (PCOs), disputed costs, delay damages, requests for contract time extensions, work not performed, and all project-related claims between Miami-Dade County and the Contractor, The Tower Group Inc. The reconciliation of the General Allowance Account and the Dedicated Allowance Account and a summary of the Contract totals, including retainage, are detailed in the attached Worksheet.

In addition to retainage, County agrees it will pay to Contractor for its work on the Project the amount of **$742,406.20** from the Project's Contingency Account for a final adjusted contract amount of **$36,965,127.00**, less the amounts being withheld by the Department of Small Business Development for Sun-tech wage underpayment ($93,587.02) and the amounts being withheld for punch list items ($72,231.00), and Contractor agrees to accept this adjusted contract amount as full accord and satisfaction of all monies due it under or in connection with the Contract Documents and the work performed on the Project, including but not limited to work performed by the Contractor, by its Surety, and by their subcontractors, materialmen and suppliers, cost of submitting claims, interest, attorney's fees, etc.

In consideration of the payment to the Contractor by the County of the final adjusted contract amount described in the preceding paragraph, less the amounts being withheld for Sun-tech and punch list, the Contractor releases the County, and its officers, architects, engineers, and consultants, whether or not directly contracted by the County, employees and agents, from and waives and relinquishes any and all claims, disputes or causes of action it has or may have, whether known or unknown, against the County, and its officers, architects, engineers, and consultants, whether or not directly contracted by the County, employees and agents, arising out of or in connection with the Project or the work performed or to be performed under the Project, including, but not limited to, those claims previously asserted in connection with this Project, and those claims that could have been asserted in connection with this Project. The Contractor further agrees to indemnify the County, and its officers, architects, engineers, and consultants, whether or not directly contracted by the County, employees and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Project. Not withstanding any other provisions of this Work Order, Contractor does not waive, and specifically retains the right to dispute the amounts withheld for Sun-tech wage underpayment (up to $93,587.02) and any amount withheld for punch list items (up to $72,231.00). In the event that Contractor does dispute any of these amounts, each party shall bear their own attorneys fees in connection with such dispute.

By accepting this Work Order, County waives all claims against Contractor, except that County expressly reserves all rights:

(1) To require the repair or replacement of defective work under the warranty and guaranty provisions of the Contract Documents. This work must be either described in Exhibit A, or be a later arising currently unknown defect;

(2) To require the repair or replacement of latent defects in the work to the extent provided by Florida law;

(3) To enforce those provisions of the Contract Documents which specifically provide that they survive the completion of

Allowance Account Work Order # 100

GENERAL ALLOWANCE ACCOUNT

PROJECT NO. CUA 9722 SMDCC **DATE:** 9/28/11
PROJECT NAME: SOUTH MIAMI-DADE CULTURAL ARTS CENTER

the work, but does not include requiring the Contractor to perform construction work beyond that which is described in the attached Exhibit A or is the subject of a later arising warranty/guaranty or defect claim; and

(4) To enforce the terms of the Payment Bond against Surety in the event that timely claims may be made by any covered third parties.

DESCRIPTION: This Work Order establishes the conditions for finalizing all outstanding project-related issues for the construction of the South Miami-Dade Cultural Arts Center within the terms of the Contract between the Owner, Miami-Dade County, and the Contractor, The Tower Group, Inc., and provides a reconciliation of the General Allowance Account and the Dedicated Allowance Account and a summary of the final Contract value.

General Allowance Account/Dedicated Allowance Account Reconciliation: The Dedicated Allowance Account was established for the purchase of the orchestra shell and related work scope after obtaining a $500,000 grant from the State of Florida Cultural Facilities Program. Funds from the Dedicated Allowance Account were used to purchase the orchestra shell totaling $439,514.60 through the Direct Purchase Program. This Work Order transfers charges totaling $60,485.40 for Work Orders 32, 34, and 38, issued from the General Allowance Account (Contingency) to the Dedicated Allowance Account. Work Orders 32, 34, and 38 were issued for the installation of the orchestra shell and changes to the acoustic curtains and stage demountable platforms, all items which are allowable expenses under the terms of the grant agreement with the State of Florida. This transfer results in the addition of $60,485.40 to the General Allowance Account. In addition, work scope previously authorized in Work Order 81 totaling $8,154.96 for modifications to the pin rails and work scope authorized in Work Order 98 totaling $117,139.00 for changes to the acoustical fabric panels, work which was not performed, is hereby cancelled and the aggregate amount added to the General Allowance Account.

Final Contract Amount Summary:

- The construction contract for the South Miami-Dade Cultural Arts Center was issued to the Tower Group for a total amount of $38,412,280.00;
- Change Order #1 was issued to replenish the Contingency account after about two-thirds of it was depleted for charges related to unforeseen dewatering issues on the site at the onset of construction;
- Change Orders #2-5 all pertained to the Direct Purchase Program and they total a realized tax savings to the project of $195,337.00;
- The total Contract amount before deducted items is $37,497,282.00;
- The sum total of $271,785.00 included in the contract for the Independent Private Sector Inspector General fee is deducted from the Contractor's final contract amount. At the time of contract award, this amount was required to be set aside for the purpose of funding an audit of the project by a private sector consultant if requested by the Office of the Inspector General;
- Pursuant to the Contract, the amount of $260,370.00 is deducted from the Contractor's final contract amount as a time related agreement. Miami-Dade County relinquishes all other time related claims against the Contractor;
- The sum total of $93,587.02 shall be retained from the Contractor's payment until the Department of Small Business Development concludes its compliance determination regarding Sun-Tech Plumbing Contractors wage underpayment;
- The sum total of $72,231.00 shall be retained until the Contractor's completion of the work to be performed as described above and the completion of the remaining punchlist items as further described in Exhibit A;
- The final Contract amount is $36,965,127.00.

MIAMI-DADE COUNTY

Miami-Dade County Department of Cultural Affairs

Allowance Account Work Order # 100

GENERAL ALLOWANCE ACCOUNT

PROJECT NO. CUA 9722 SMDCC **DATE:** 9/28/11
PROJECT NAME: SOUTH MIAMI-DADE CULTURAL ARTS CENTER

JUSTIFICATION: This Work Order provides a fair and comprehensive conclusion of all outstanding project issues between Miami-Dade County and the Contractor regarding the construction of the South Miami-Dade Cultural Arts Center. The work on the South Miami-Dade Cultural Arts Center shall be considered to be complete, pending the Contractor's performance of the remaining work detailed in Exhibit A and submittal of a final payment requisition in accordance with Contract Specification 00700, Article 10.4. The Work Order establishes the completion of the construction contract within the approved project budget and sets forth an amicable conclusion to the project with an agreement that no further causes of action are necessary or allowable against Miami-Dade County and/or the project consultants.

ORIGINAL CONTINGENCY ACCOUNT AMOUNT	$1,811,900.00
CHANGE ORDER #1 ADDITIONAL 5% CONTINGENCY	$1,811,900.00
CHANGE ORDER #2-5 (DIRECT PURCHASE PROGRAM TAX SAVINGS)	$195,337.00
TOTAL CONTINGENCY AMOUNT	**$3,819,137.00**
PREVIOUS WORK ORDERS TO DATE	$3,145,371.16
PREVIOUS BALANCE IN CONTINGENCY ACCOUNT (Including C.O.#s1-5)	$673,743.84
CURRENT BALANCE IN CONTINGENCY ACCOUNT (Including C.O.#s1-5)	$859,545.20*
AMOUNT OF THIS WORK ORDER NO. 100	**$742,406.20**
BALANCE IN CONTINGENCY ACCOUNT	$117,139.00

*The current balance in the Contingency Account reflects the addition of $8,154.96 from Work Order 81 due to cancelling work not performed, the addition of $117,139.00 from Work Order 98 due to cancelling work not performed, and the transfer of $60,485.40 to the Dedicated Allowance Account for expenses related to the State of Florida Cultural Facilities Grant Program (see attached Contract Summary Worksheet).

A/E CERTIFYING STATEMENT:
I hereby certify that the information herein included is, in my considered opinion, accurate; that the terms outlined are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

By: _____ 9-29-2011 By: _____ 9.28.11
APPROVED: Project A/E Consultant DATE RECOMMENDED: CUA Projects Manager DATE
PRINT NAME: Sergio Bakas, Arquitectonica Int. Corp. PRINT NAME: Marie Denis

By: _____ 9/30/11
APPROVED: Cultural Affairs Director DATE
PRINT NAME: Michael Spring

Accepted by Contractor

By: _____ Sept. 28, 2011
PRINT NAME: Lauro Bravar DATE
The Tower Group Inc. President

Contract Summary

WORKSHEET

Total Contract:

	Base Contract	Tax Savings Amount	General Allowance (Contingency) Account	Dedicated Allowance Account	Sub-total	IPSIG	Inspector General Fees	Total
Original Contract Amount	$36,238,000.00		$1,811,900.00	$0.00	$38,049,900.00	$271,785.00	$90,595.00	$38,412,280.00
Change Order No.1 (Reso R-580-07)	$0.00		$1,811,900.00	$500,000.00	$2,311,900.00	$0.00	$10,310.00	$2,322,210.00
Change Order No. 2 (Reso R-1158-05) Direct Purchase Program	($1,220,171.00)	($73,710.00)	$73,710.00				($2,874.00)	($1,223,045.00)
Change Order No. 3 (Reso R-1158-05) Direct Purchase Program	($915,774.00)	($55,296.00)	$55,296.00				($2,157.00)	($917,931.00)
Change Order No. 4 (Reso R-1158-05) Direct Purchase Program	($501,887.00)	($30,463.00)	$30,463.00				($1,182.00)	($503,069.00)
Change Order No. 5 (Reso R-1158-05) Direct Purchase Program	($591,770.00)	($35,868.00)	$35,868.00				($1,393.00)	($593,163.00)
Total Contract Amount:	**$33,008,398.00**	**($195,337.00)**	**$3,819,137.00**	**$500,000.00**		**$271,785.00**	**$93,299.00**	**$37,497,282.00**

General Allowance (Contingency) Account:		$3,819,137.00
Total Amount of Work Orders Previously Issued (1-99)		($3,145,371.16)
Sub-Total:		**$673,765.84**
Charges transferred to Dedicated Allowance Account (Work Orders Nos. 32, 34, & 38)		$60,485.40
Amount of canceled work scope issued in Work Order 81 for PCO #492-Pin Rail Modifications		$8,154.96
Amount of canceled work scope issued in Work Order 98 for PCO #601A & 601B-Acoustical Fabric Panels		$117,139.00
Sub-Total:		**$859,545.20**
Amount Issued in this Work Order:		$742,406.20
Balance in General Allowance (Contingency) Account (for acoustical fabric panel scope):		**$117,139.00**

Dedicated Allowance Account:	$500,000.00
Orchestra Shell purchase through Direct Purchase Program	($439,514.60)
Charges transferred from General Allowance (Contingency) Account for Work Order Nos. 32, 34, and 38 issued for expenses related to the installation of the orchestra shell and other allowable expenses from the State of Florida Cultural Facilities Grant Program	($60,485.40)
Balance in Dedicated Allowance Account:	**$0.00**

Contract Amount:	$37,497,282.00
IPSIG	($271,785.00)
Liquidated Damages (90days @ $2893)	($260,370.00)
Final Contract Amount	$36,965,127.00
Amount paid to date (inclusive of IG fees and charges per contract provisions)	$32,392,087.70
Funds retained *	($165,818.02)
Final Payment application amount (upon execution of Change Order #5 and Work Order #100)	$4,407,221.28

* $93,587.02 shall be retained pending a final determination of compliance by the Department of Small Business Development; and $72,231 shall be retained pending TTG's completion of the remaining punch list items outlined in Exhibit A.

Project No. CUA 9722 SMDCAC
South Miami Dade Cultural Arts Center
Exhibit A - remaining punchlist

9/8/2011

Punch List Author	Sheet/Area	Item No.	Description	Estimated Cost	Notes - updated on 9/8/11
ARQ	PL-01	40	Paint metal chiller fence on SW corner of site.	$200	ARQ and CUA met with Murphy painting and TTG on 8/3/11 and they have a painter on site 9/8/11 to do this work with a micropoxy; they expect it to take 2 days.
ARQ	PL-01	287	Missing S.S. covers for ticket booth counter.	$250	Per contract - sheet A7D-01, detail F. ECM looked at this on Friday 9/2/11 and will return with a mock up on 9/12/11; once approved they will produce these.
ARQ	PL-01	291	Patch holes to match surrounding concrete colors around the ground mounted flag pole light fixtures; these gaps were caulked with black caulking -- not matching the concrete and it appears that this caulking will interfere with any future removal of these light fixture covers – this is not acceptable.	$250	TTG advised that Ivan can try to clean this up when on site next.
ARQ	PL-01	296	Concrete seal at portico needs to be redone, the finish is uneven from top to bottom.	$400	Per 8/11/11 walk-through, Artistic Surfaces is scheduled to return on 9/9/11 to correct.
ARQ	PL-01	314	Lawn has been damaged and needs to be fixed in front of the western poster showcase and in front of the concrete plaza ellipse (east of the monumental stairs)	$400	TTG advised that Ivan can try to fix this when on site next.
ARQ	PL-03	39	Re-Seal concrete floor is peeling in Auditorium.	$6,800	Artistic Surfaces - correction at 1st floor complete; 2nd and 3rd floors remain with areas to be corrected where sealer is too dark. Artistic to return w/o 9/12/11 to correct.
ARQ	PL-03	69	Install correct handles in lobby doors.	$4,160	TTG agrees to purchase; CUA to submit specs to TTG asap.
ARQ	PL-03	204	Replace one (1) damaged overhead door hood.	$500	TTG agrees to have Ivan push out dent
ARQ	PL-05	114	Elevator door is dented and has scratches.	$3,000	ECM looked at this on Friday 9/2/11; awaiting proposal.
ARQ	PL-06	338	Move light fixtures to avoid conflict with mechanical grills	$880	TTG advised that Bryant will correct this item when on site next; possibly on 09/14/11.
ARQ	PL-10	328	Paint exterior wall around door shutters at 4th level stair #9 crossover door	$100	TTG advised Murphy paint to be on site the week of 8/24/11 to address this. Now Murphy to be on site w/o 9/5/11 weather depending.
Artec	Acoustics - Theater Building	1	Issues with door seals and door noise require remediation. (refer to spreadsheet attached)	$250	TTG advised that Ivan can try to fix this when on site next. CUA to print out exact open issues from spreadsheet to simplify this for Ivan.
Artec	Acoustics - Theater Building	2	The installation of the two cover panels, east and west of the orchestra pit at the basement level, may resonate along with a performing ensemble—causing an annoying rattle. Artec recommended that a weather-stripping be added around the perimeter of the panel and that a damping element (such as Dynamat) be added to the backside of the removable metal panel in order to prevent this. The fiberglass that was installed must be glued to the panel. As is, it currently prevents access when the panels are removed.	$75	TTG advised that Ivan can try to fix this when on site next.
Artec	Sound and Communications Theater Building	1	Issue regarding isolated technical ground for sound system power is still unresolved. It must be confirmed that there are no other unintended faults between the two grounds. A test must be performed of the isolated technical ground after work has been completed.	$500	TTG advised it has nobody to do this work; if CUA finds vendor/sub TTG will engage them to do this work.
Basulto	Electrical - Theater building	4	Sound booth - two fixtures and/or ballasts need to be replaced	$75	TTG advised that Bryant will correct this when the new ballasts come in, expected to do work on 9/14/11.
Basulto	Mechanical - Theater building	9	Room 501 (audio rack); Split unit not working and installation has been left uncovered.	$3,000	TTG has asked Tropic to purchase new unit which can run 160 feet. TTG verified feed line on unit, expected at Tropic approx. 9/14/11; then Tropic to install before October 1st.
CUA	Back Lawn	3	At the perimeter of the project site, where the fenceposts have been removed the holes need to be filled in; some holes are almost 2' deep;	$100	TTG advised that Ivan can try to fix this when on site next
CUA	General	12	The exterior railings around the building are already rusting at the interior corners of the joints and at the connection point in the concrete where the vertical posts are sleeved;	$250	TTG advised that Hernandez and/or Murphy painting will likely be the sub that addresses this issue; Hernandez on site 9/31/11 to test an application, will be back weather permitting.
CUA	General	19	Stair #'s 3 and 10 remove drywall compound and paint splatter from wall railings throughout stairs – stair #10 at 2nd level is particularly rough; some of this has been corrected; but rough areas remain;	$1,000	stair #3 is complete but Stair #10 was not done. TTG advised that Ivan can try and correct this when on site next.
CUA	Theater Building BOH east rooftop	4	At entrance into mechanical mezzanine there are nails protruding from the insulation which are at head height and are a hazard, these need to be turned down if possible or covered with a protective padding.	$75	TTG advised that Ivan can try to fix this when on site next.
CUA	Theater Building 1st floor	40	Room #165 is missing a piece of tile base behind the door on the hinge side;	$100	TTG advised that Ivan can try to fix this when on site next.

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Project No. CUA 9722 SMDCAC
South Miami Dade Cultural Arts Center
Exhibit A - remaining punchlist

9/9/2011

Punch List Author	Sheet/Area	Item No.	Description	Estimated Cost	Notes - updated on 9/8/11
CUA	Theater Building 2nd floor	1	Stair #12 has concrete footsteps permanently embeddad into the concrete pans which need to be removed;	$350	Per 8/11/11 walk-through, TTG advised that Artistic Surfaces will stain this stair darker to match the other stairs. Artistic to return on 9/14/11 to correct.
CUA	Theater Building 2nd floor	3	2nd level lobby over canopy, remove black marks from aluminum frame at panelite opening;	$50	TTG advised that Ivan can try to fix this when on site next
CUA	Theater Building 3rd floor	18	18. Stair #15, painted railing was not properly prepared (i.e sanded); needs to be sanded down prior to receiving paint, it has rough bumps – see ARQ 's punchlist which indicates it also needs to be re-painted a different color;	$2,500	This railing appears to be painted with a different paint than the other interior painted railings and it was not prepared well. TTG advised that Ivan can try to fix this when on site next
CUA	Theater Building Elevator 1 (lobby)	3	Up/down arrow coverplate in cab is loose and needs to be secured	$75	TTG advised that Ivan can try to fix this when on site next.
CUA	Theater Building exterior entrance stairway off of 211th street	1	three of the glass panels on the glass signage rail of the building are delaminating or somehow defective: the letters "S" in South; "C" in Cultural and "A" in Cultural have significant irregularities in the film of the lamination – both the clear part and the dark part which makes up the letters;	$10,000	TTG found a sub called SAFEGLASS to fabricate this and will have ECM install; lead time is approx. 5 weeks just to fabricate.
CUA	Theater Building exterior entrance stairway off of 211th street	8	the concrete finish at the wall below the glass railing is peeling/flaking off on the west end and shows signs of this at other areas on the wall;	$750	Per 8/11/11 walk-through, Artistic Surfaces to return to correct on 9/9/11.
				$36,116	Sub-total
				$72,231	2X value of punchlist items above

NOTES:

1. The scope of this punchlist is to be completed within 30 days; on or before October 8, 2011; with the exception of the three glass signage panels which require a longer lead time to fabricate and are to be completed by November 4, 2011. For any work on the above punchlist which is not completed within the timeframes outlined above, two times the value of that work will be subtracted from the Contract Amount owed to the Contractor.

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