

**CONTRACT FINAL CLOSEOUT AGREEMENT FOR CONSTRUCTION
MANAGEMENT AT RISK SERVICES CONTRACT
FOR DORAL LEGACY PARK**

This Contract Final Closeout Agreement (“Closeout Agreement”) is made and entered into this 3rd day of January 2019 ~~December 2018~~ by and between the City of Doral, a municipality in the State of Florida (“City”) whose address is 8401 NW 53rd Terrace, Doral, FL 33166, Biltmore Construction Co., Inc. (“Construction Manager” or “Biltmore”) whose address is 1055 Ponce de Leon Boulevard, Belleair, FL 33756, and Federal Insurance Company (“Surety”), whose address is Chubb Surety Claims, 436 Walnut Street, WA10A, Philadelphia, Pennsylvania 19106. The City, the Construction Manager or Surety may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City and Construction Manager entered into an Agreement dated January 20, 2015, (the “Contract”) for Construction Management At-Risk Services (the “Services”) for the construction of the City of Doral’s Legacy Park Project located at 11400 NW 82nd Street, Doral, Florida, 33178 (the “Project”); and,

WHEREAS, Construction Manager and Surety issued Payment and Performance Bonds as Principal and Surety, respectively, for the Project for the benefit of the City; and

WHEREAS, the Contract contained deadlines for the Project to reach Substantial Completion and Final Completion; and

WHEREAS, the City asserts that Substantial Completion and Final Completion of the Project were delayed and seeks to assert liquidated damages against Construction Manager for the delays; and

WHEREAS, Construction Manager disputes the Project delays and asserts that it is entitled to change orders, extended general conditions and an equitable adjustment of the Contract time and Contract price (all of the Construction Manager’s claims are hereinafter collectively referred to as “Construction Manager Claims”); and

WHEREAS, the City disputes the basis for and amount of the Construction Manager Claims; and

WHEREAS, the City asserts that there are defects at the Project which defects include but are not limited to the following: the Splash Pad, Resysta Cladding, improper grading and


City

Final Closeout Agreement


Biltmore Surety

drainage at east and west retention areas, improper grading and drainage of the baseball fields, improper grading and drainage of the event lawn, punch list items, bridge repairs, and other items as more specifically set forth on **Exhibit "A"**; and

WHEREAS, the City has asserted back charges against Construction Manager for additional architectural and engineering costs associated with the Project delays and designing repairs; and

WHEREAS, the City has asserted back charges against Construction Manager associated with correcting the alleged defects (all of the City's back charges, liquidated damages, defect claims and other claims are hereinafter collectively referred to as "City's Claims"); and

WHEREAS, Construction Manager disputes the City's Claims; and

WHEREAS, the City and Construction Manager exchanged multiple communications on the City's Claims and Construction Manager's Claims (both claims hereinafter collectively referred to the Parties' "Dispute") and had multiple meetings trying to resolve their Dispute which communications and meetings resulted in an impasse followed by the City issuing a May 15, 2018, Notice of Intent to Declare Construction Manager in Default of the Contract followed by an August 20, 2018, Notice of Termination and corresponding demand on the Surety; and

WHEREAS, subsequent to the Termination, the City and the Construction Manager continued their meetings and discussions and now both desire to amicably, fully, and finally resolve the Dispute, as well as all claims or disputes that could or should have been asserted by and between the Parties, and to provide for completion and or repair of the Project by Construction Manager and for a negotiated Final Payment to Construction Manager regarding the Project under the terms and conditions set forth in this Closeout Agreement and the Contract Documents;

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the Parties agree as follows:

1. **Recitals**: The above recitals are true and correct and are incorporated into this Closeout Agreement by this reference.

2. **Rescission of Termination**: The City herein rescinds its August 20, 2018, Notice of Termination, expressly conditional upon Construction Manager fully and completely complying with the terms and conditions of the Closeout Agreement. Failure to comply with the


City

Final Closeout Agreement

 Hillmore Surety

terms and conditions of the Closeout Agreement shall result in the Notice of Termination being automatically reinstated.


3. Completion and/or Correction of Work: The Construction Manager agrees to perform the following Work at no additional price or cost to the City and to complete this Work to the reasonable satisfaction of the City and the Project Architect as follows:

- a. Within ten (10) calendar days of execution of this Closeout Agreement the following items shall be fully and finally completed:
 - i. Deliver to City a final set of as built drawings with respect to the South Florida Water Management District for the Project (this is not meant to require approval by the South Florida Water Management District, only delivery) ;
- b. Within sixty (60) calendar days of execution of this Closeout Agreement the following items shall be fully and finally completed:
 - i. Completion of the Splash Pad so that it is fully operational. Completion of the Splash Pad is contingent upon City's acceptance and approval of documents related to the Splash Pad without further modification and receipt of the permit by the Department of Health. Given that the Splash Pad becoming fully and finally operational is contingent on the foregoing conditions precedent, the time allocated to requesting and obtaining City approval and the Department of Health permit shall not be counted as part of the aforementioned sixty (60) calendar days for completion of the Splash Pad;¹

¹ City agrees to pay the permit fee needed to get the Splash Pad operational. This permit fee is in addition to the Final Payment set forth in Paragraph 4. The Parties' understanding is that under the Contract City is responsible for all permits except those that may be required for re-inspection due to the failure of Construction Manager to properly have areas ready for initial inspection.


City

Final Closeout Agreement



Billmore Surety

- ii. Completion / correction of the Resysta Cladding by properly installing new and reinstalling acceptable (as determined by the Architect) existing Resysta Cladding. However, given that the final determination of completion concerning the Resysta Cladding is contingent on the building inspector's final inspection and determination that the Resysta Cladding is in compliance with code, the time after which the inspection is requested and until a determination from that inspection is rendered shall not count toward the sixty (60) calendar days for completion;²
- iii. Completion / correction of all Punch List and Warranty Items identified on **Exhibit "A"** (with the exception of the grading and drainage work identified below, which shall have a different time requirement) provided, however, that the Punch List Items contained in Exhibit A shall only include items that were on the original Punch List that have yet to be completed. **Exhibit "A"** contains a list of pending items required to be completed by Biltmore or its subcontractors and Biltmore and the City will work together to resolve these items. If it is determined by Biltmore and the City that items listed on **Exhibit "A"** are the responsibility of the City and/or its Vendor who provided or installed the items, the City will resolve those items outside of this Closeout Agreement;
- iv. Completion / correction of all items identified on the pedestrian bridge inspection report dated July 17, 2018

² The Resysta Cladding originally ordered by the City in its direct purchase was stained "FVG C09 Dark Burma." The new material required will also be stained "FVG C09 Dark Burma," however, Construction Manager makes no guarantees that the color will match the existing material.


City

Final Closeout Agreement


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Surety

prepared by Marlin Engineering Inc. attached hereto as **Exhibit "B"**;

- v. Completion / correction of all roof leaks; and
 - vi. Completion / correction of all HVAC and mechanical issues.
- c. With the start time and duration time to be mutually agreed upon:
- i. Correct allegedly improper grading and drainage of baseball fields based upon repair protocol to be prepared by Marlin Engineering, Inc.;³
 - ii. Correct allegedly improper grading and drainage of east and west retention areas of the Project based upon repair protocol to be prepared by Marlin Engineering, Inc.;³
 - iii. Correct allegedly improper grading and drainage of civic event lawn area of the Project based upon repair protocol to be prepared by Marlin Engineering, Inc.;³
- d. Should Construction Manager fail to fully and properly complete the above tasks within the time set forth above, then City shall be entitled to deduct as liquidated damages from the Final Payment set forth below, an aggregate amount no greater than Three Hundred Dollars (\$300.00) per day, for each day Contractor is late in completing any task of the above described Work until the task is completed. For example, if two tasks are concurrently not completed by the scheduled timeframe, the maximum total liquidated damages for each day those

³ City, Construction Manager and the Project Architect shall all work collaboratively and collectively with Marlin Engineering to come up with the most cost efficient means to complete and/or correct the grading and drainage for the baseball fields, the east and west retention areas and the civic event lawn. Notwithstanding any other provision in this Closeout Agreement, if the completion of the grading and drainage work requires Construction Manager to purchase materials that were not a part of the original design, as opposed to actual corrective work, City shall reimburse Construction Manager for such additional Materials. Construction Manager agreed to provide all labor required for the completion of the grading and drainage work (repair protocol) at no additional charge to the City, even if the repair protocol requires the installation of additional materials, which materials are to be paid for by the City under this Provision. If the to be agreed upon repair protocol does not resolve the ponding and drainage issues, then Construction Manager may be entitled to additional compensation to perform additional work subject to prior City written approval and a Change Order as per the Construction Contract.


City

Final Closeout Agreement


Pitmore Surety

two tasks remain incomplete shall not exceed the aggregate amount of Three Hundred Dollars (\$300.00) per day. Once Contractor completes the task(s) for which the liquidated damages are assessed, the assessment of liquidated damages shall cease. The parties agree that this liquidated damages sum capped at Three Hundred Dollars (\$300.00) per day is fair and reasonable and does not constitute a penalty. The right to liquidated damages is in addition to any other remedy available to the City under Florida law.

4. **Final Payment to Construction Manager:** City and Construction Manager agree that as of the date of execution of this Closeout Agreement, the total sum of One Million, Three Hundred Thousand Dollars (\$1,300,000.00) remains unpaid under the Contract, which amount represents the full and final total owed to Construction Manager under the Contract, after the amicable resolution of the Dispute (“Final Payment”).

- a. Construction Manager agrees to accept as Final Payment and the City agrees to make Final Payment to Construction Manager in the remaining Contract balance amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00);
- b. Final Payment shall be issued as follows:
 - i. Five Hundred Fifty Thousand Dollars (\$550,000.00) shall be paid to Construction Manager within five (5) calendar days of execution of this Closeout Agreement and receipt of the “As-Builts” referenced in Paragraph 3.a.i. above;
 - ii. One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or completing the Splash Pad with the Splash Pad being fully operational, as set forth in Paragraph 3.b.i. above;
 - iii. One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or


City

Final Closeout Agreement


Baltimore Surety

completing the Resysta Cladding, as set forth in Paragraph 3.b.ii. above;

- iv. One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or completing all punch list and warranty items identified on **Exhibit "A"** (excluding correction of the grading and drainage for the baseball fields, the east and west retention areas and the civic event lawn) and all items identified on the pedestrian bridge inspection report dated July 17, 2018 prepared by Marlin Engineering Inc. attached hereto as **Exhibit "B"**. This work shall be considered complete upon final signature of City for each item identified in original Punch List as provided with Certificate of Substantial Completion that remains incomplete, and items not included on the original Punch List are excluded;
 - v. Three Hundred Thousand Dollars (\$300,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or completing all of the grading and drainage repairs for the baseball fields, the east and west retention areas and the civic event lawn in accordance with Marlin Engineering Inc.'s to be agreed upon repair protocol per footnote 3.
- c. Except for the payment of the Five Hundred Fifty Thousand Dollars (\$550,000.00) set forth in Paragraph 4.b.i of this Closeout Agreement, any future payments to be made by the City to Construction Manager shall only be made upon the City's receipt of Surety's Consent of Surety as the Surety for Construction Manager in connection with the Contract.


City


Final Closeout Agreement


Bilmore Surety

- d. Provided the City has received the above-required Consent of Surety from Federal as the Surety for Construction Manager, the Final Payment as set forth above shall be issued by the City within the time frames set forth above. Each portion of the Final Payment set forth above shall be subject to City's receipt of all documents that are identified herein and in the Contract and Contract Documents as conditions precedent to Payment and Construction Manager's timely completion of the Work set forth above.
- e. Except as otherwise noted in footnote 3, Construction Manager acknowledges and agrees that Final Payment includes full and final payment from the City for all sums owed by the City to Construction Manager and includes but is not limited to the following:
 - i. all compensation due to Construction Manager under the Contract and Contract Documents for all Work performed by Construction Manager, and any of its subcontractors, for the Project;
 - ii. all compensation due to Construction Manager for any additional work that was requested and authorized by the City or performed by Construction Manager in connection with the Project or on the Project site, regardless of whether the work was outside of the Scope of Work in the Contract and Contract Documents;
 - iii. all remaining retainage held by the City and due to Construction Manager upon completion of the Work and Final Completion of the Project and acceptance of the Project by the City;
 - iv. any and all pending change orders or any and all other claims of any kind whatsoever that Construction Manager or its subcontractors asserted or could have


City

Final Closeout Agreement


Billmore Surety

asserted against the City arising out of or related to the Project.


- f. After the Final Payment is made, no further payments are due from the City to Construction Manager for the Project or any other Work performed by Construction Manager on the Project site or in any way related to the Project.

5. **Warranty:** Construction Manager provides the following warranties with regard to the Work to be performed here under:

- a. The Splash Pad warranty from the subcontractor is attached hereto as **Exhibit "C"**. Further, Construction Manager provides a one-year warranty on the entire Splash Pad. The warranties for the Splash Pad shall commence on the date the Splash Pad is fully operational and in use as certified by the Project Architect;
- b. The Resysta Cladding. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the Resysta Cladding. The one-year warranty for the Resysta Cladding shall commence on the date the Resysta Cladding is fully completed as determined by the Project Architect;
- c. Punch List and Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a ninety-day (90) warranty on all Punch List Items and all Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below. The ninety-day warranty for the Punch List and Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below shall commence on the date the Punch List and Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below are fully completed as certified by the Project Architect;


City


Final Closeout Agreement


Bilmore Surety

- d. The pedestrian bridge repairs. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a ninety-day (90) warranty on all pedestrian bridge repairs. The ninety-day (90) warranty for the pedestrian bridge repairs shall commence on the date the pedestrian bridge repairs are fully completed as certified by the Project Architect;
- e. Baseball fields. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the regrading and drainage work for the Baseball Fields. The one-year warranty for the Baseball Fields shall commence on the date the baseball fields regrading and drainage work is fully completed as certified by the Project Architect;
- f. The east and west retention areas. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the regrading and drainage work for the east and west retention areas. The one-year warranty for the regrading and drainage work for the east and west retention areas shall commence on the date the regrading and drainage work for the east and west retention areas is fully completed as certified by Marlin Engineering Inc.;
- g. The civic event lawn. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the regrading and drainage work for the civic event lawn. The one-year warranty for the regrading and drainage work for the civic event lawn shall commence on the date the regrading and drainage work for the civic event lawn is fully completed as certified by Marlin Engineering Inc. ;
- h. The Roof. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the roof. The one-year warranty for the roof shall commence on the date the roof corrective work is fully completed as certified by the Project Architect;


City

Final Closeout Agreement


Baltimore Surety

- i. The HVAC and mechanical equipment. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the HVAC and mechanical equipment. The one-year warranty for the HVAC and mechanical equipment shall commence on the date the HVAC and mechanical equipment corrective work is fully completed as certified by the Project Architect.
- j. Nothing herein shall be construed to require Construction Manager to extend any Manufacturer warranties previously provided.

6. **Defense and Indemnification:** To the fullest extent permitted by law, Construction Manager shall defend and indemnify and hold harmless the City and the City's consultants, representatives and agents and their respective employees, representatives, officers, and officials (collectively, "Indemnified Parties") from and against lawsuits, claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, arising out of or resulting from performance of the Work, including but not limited to any claim for payment asserted in law or in equity by any lower tiered subcontractor, sub-subcontractor or material suppliers who supplied labor, materials and or equipment to the Project.

7. **Waiver of Past Claims:** Except for the obligations contained herein, the City and Construction Manager hereby waive as to each other, all claims, including but not limited to claims for overbilling, underpayment, additional payments, interest, liquidated damages, delays, general conditions, reimbursements or any other claims or damages arising from, or in any way relating to, the services provided by Construction Manager under the Contract or in connection with the Project; provided, however, that the City does not waive or release Construction Manager of Construction Manager's obligations contained in this Closeout Agreement and provided further, Construction Manager's indemnification obligations, hold harmless obligations, punch list obligations, warranty obligations, and any other express obligations in the Contract and Contract Documents owed by Construction Manager and or its Surety to the City, if any, that continue after Final Payment are not affected by this waiver of past claims or damages or by this Closeout Agreement. Nothing in this paragraph shall expand, enlarge, reduce, or limit the obligations of Surety under the Payment and Performance Bonds for the Project.


City

Final Closeout Agreement


Baltimore Surety

8. **Non-Novation of Agreement and Contract Document:** This Closeout Agreement is intended to resolve the Parties' Dispute and all pending and un-asserted claims related to the Project, as well as to facilitate the Parties' reaching resolution as to pending allegedly defective Work and Final Payment under the Contract and Contract Documents. This Closeout Agreement is not a novation of the Contract and Contract Documents, and all post Final Payment obligations of Construction Manager and its Surety contained within Contract and Contract Documents, if any, remain valid and enforceable. All conditions precedent to Final Payment contained in the Contract and Contract Documents remain in full force and effect. All warranties contained in the Contract and Contract Documents remain in full force and effect and shall be honored by Construction Manager and its respective subcontractors and suppliers, as applicable unless modified in this Closeout Agreement. Nothing in this Paragraph shall expand, enlarge, reduce, or limit the obligations of Surety under the Payment and Performance Bonds for the Project.


9. **Assistance to City in Defending Architect demand for Payment:** The Project Architect has issued an invoice to the City asserting additional costs for extended time on the Project. As additional consideration for Final Payment as set forth above, Construction Manager agrees to assist City, at no additional cost to the City, with respect to City's defense against the Project Architect's pending claim. Specifically, Construction Manager agrees to provide documents and produce employees under Construction Manager's control to reasonably assist the City in defeating or reducing the Project Architect claim. The assistance includes but is not limited to providing the City with evidence and testimony (if needed) of design errors and project delays for which Project Architects is responsible, if any. The City shall be required to pay reasonable costs for copies of any documents or data requested.

10. **Absence of Effect on Surety:** Nothing in this Closeout Agreement shall expand, enlarge, reduce, or limit the obligations of Surety under the Payment and Performance Bonds for the Project.

11. **Reservation of Indemnity Rights:** Notwithstanding any contrary provision in this Closeout Agreement, Surety and Construction Manager expressly acknowledge and agree that all of the terms and conditions of any and all General Agreements of Indemnity ("GAI"), including but not limited to those certain GAIs dated August 27, 2003 and June 27, 2007, which Construction Manager and its related indemnitors executed in favor of Surety and its affiliates,


City

Final Closeout Agreement


Baltimore Surety

shall remain in full force and effect, and that Construction Manager shall remain liable to Surety for all fees and costs incurred pursuant to the GAIs and all bonds issued in connection therewith. To the extent there are any inconsistencies between this Closeout Agreement and the GAIs, the terms and conditions of the GAIs shall control. Surety expressly reserves all of its rights and defenses that it may have as against Construction Manager under the GAIs, under any bonds issued by Surety on behalf of Construction Manager, at law, and in equity, and Construction Manager acknowledges and agrees that such rights and defenses shall not be prejudiced or affected by this Closeout Agreement.

12. **Settlement of Disputed Claims:** The City and Construction Manager acknowledge that this Closeout Agreement represents a settlement of disputed claims and is not an admission by either party of any wrongdoing.

13. **Attorney's Fees and Costs:** The City, Construction Manager and Surety shall each be responsible for their own respective attorneys' fees and costs incurred as a result of the dispute and Claims that are the subject of this Closeout Agreement. However, should a dispute arise out of the Contract to the extent the Contract remains enforceable, or should a dispute arise out of this Closeout Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, for all trial and or appellate levels.

14. **Entire Agreement; Conflicts:** This Closeout Agreement, the Contract and Contract Documents constitute the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties, relating to the Contract closeout. To the extent there is an express conflict between the provisions of the Contract and the Contract Documents and this Closeout Agreement, this Closeout Agreement shall control to the extent of the conflict.

15. **Headings:** The section and subsection headings in this Closeout Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Addendum.


16. **Governing Law:** This Closeout Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

17. **Venue:** If litigation shall be instituted between the Parties regarding the provisions of this Closeout Agreement, venue shall only be in Miami-Dade County, Florida.



City

Final Closeout Agreement



Biltmore Surety

18. **Joint Preparation:** The preparation of this Closeout Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

19. **Severability:** In the event a portion of this Closeout Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, and the parties agree to voluntarily amend any portion of this Closeout Agreement as necessary to comply with a Court order.

20. **Further Assurances:** At any time, and from time to time, after the effective date of this Closeout Agreement, each Party will execute such additional instruments and take such action as may be reasonably requested by the other Party, to confirm or otherwise to carry out the intent and purpose of this Closeout Agreement.


21. **Advice of Counsel:** Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the Dispute and the negotiation and documentation of this Closeout Agreement.

22. **Counterparts:** This Closeout Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**This space left blank intentionally
Signatures appear on next page**


City

Final Closeout Agreement


Billmore Surety

IN WITNESS WHEREOF, the parties execute this Closeout Agreement on the respective dates under each signature: the City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, by Contractor by and through Jeff Parker, and by Surety by and through _____, whose representatives have been duly authorized to execute same.

Attest: [Signature]

CITY OF DORAL

By: [Signature]
Date: 1.3.19

Approved as to form and legal sufficiency for use of and reliance by the City of Doral, Florida only:

[Signature]
City Attorney

WITNESSES

Debra K. Schaefer
SIGNATURE
Debra K. Schaefer
Print Name

Nicole Paul
SIGNATURE
Nicole Paul
Print Name

WITNESSES

SIGNATURE

Print Name

SIGNATURE

Print Name

BILTMORE CONSTRUCTION CO. INC.

By: [Signature]
Print Name: Jeff Parker
Title: Vice President

FEDERAL INSURANCE COMPANY

By: _____
Print Name: _____
Title: Attorney-In-Fact
(Attach Power of Attorney)

[Signature]
City

Contract Signed by Surety

**CONTRACT FINAL CLOSEOUT AGREEMENT FOR CONSTRUCTION
MANAGEMENT AT RISK SERVICES CONTRACT
FOR DORAL LEGACY PARK**

This Contract Final Closeout Agreement ("Closeout Agreement") is made and entered into this 3rd day of January 2019 ~~December 2018~~ by and between the City of Doral, a municipality in the State of Florida ("City") whose address is 8401 NW 53rd Terrace, Doral, FL 33166, Biltmore Construction Co., Inc. ("Construction Manager" or "Biltmore") whose address is 1055 Ponce de Leon Boulevard, Belleair, FL 33756, and Federal Insurance Company ("Surety"), whose address is Chubb Surety Claims, 436 Walnut Street, WA10A, Philadelphia, Pennsylvania 19106. The City, the Construction Manager or Surety may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City and Construction Manager entered into an Agreement dated January 20, 2015, (the "Contract") for Construction Management At-Risk Services (the "Services") for the construction of the City of Doral's Legacy Park Project located at 11400 NW 82nd Street, Doral, Florida, 33178 (the "Project"); and,

WHEREAS, Construction Manager and Surety issued Payment and Performance Bonds as Principal and Surety, respectively, for the Project for the benefit of the City; and

WHEREAS, the Contract contained deadlines for the Project to reach Substantial Completion and Final Completion; and

WHEREAS, the City asserts that Substantial Completion and Final Completion of the Project were delayed and seeks to assert liquidated damages against Construction Manager for the delays; and


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WHEREAS, the City disputes the basis for and amount of the Construction Manager Claims; and

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City

Final Closeout Agreement


Biltmore Surety

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WHEREAS, the City has asserted back charges against Construction Manager for additional architectural and engineering costs associated with the Project delays and designing repairs; and

WHEREAS, the City has asserted back charges against Construction Manager associated with correcting the alleged defects (all of the City's back charges, liquidated damages, defect claims and other claims are hereinafter collectively referred to as "City's Claims"); and

WHEREAS, Construction Manager disputes the City's Claims; and

WHEREAS, the City and Construction Manager exchanged multiple communications on the City's Claims and Construction Manager's Claims (both claims hereinafter collectively referred to the Parties' "Dispute") and had multiple meetings trying to resolve their Dispute which communications and meetings resulted in an impasse followed by the City issuing a May 15, 2018, Notice of Intent to Declare Construction Manager in Default of the Contract followed by an August 20, 2018, Notice of Termination and corresponding demand on the Surety; and

WHEREAS, subsequent to the Termination, the City and the Construction Manager continued their meetings and discussions and now both desire to amicably, fully, and finally resolve the Dispute, as well as all claims or disputes that could or should have been asserted by and between the Parties, and to provide for completion and or repair of the Project by Construction Manager and for a negotiated Final Payment to Construction Manager regarding the Project under the terms and conditions set forth in this Closeout Agreement and the Contract Documents;

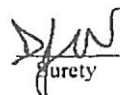
NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed upon, the Parties agree as follows:

1. **Recitals**: The above recitals are true and correct and are incorporated into this Closeout Agreement by this reference.

2. **Rescission of Termination**: The City herein rescinds its August 20, 2018, Notice of Termination, expressly conditional upon Construction Manager fully and completely complying with the terms and conditions of the Closeout Agreement. Failure to comply with the


City

Final Closeout Agreement


Biltmore Surety

terms and conditions of the Closeout Agreement shall result in the Notice of Termination being automatically reinstated.


3. **Completion and/or Correction of Work:** The Construction Manager agrees to perform the following Work at no additional price or cost to the City and to complete this Work to the reasonable satisfaction of the City and the Project Architect as follows:

- a. Within ten (10) calendar days of execution of this Closeout Agreement the following items shall be fully and finally completed:
 - i. Deliver to City a final set of as built drawings with respect to the South Florida Water Management District for the Project (this is not meant to require approval by the South Florida Water Management District, only delivery) ;
- b. Within sixty (60) calendar days of execution of this Closeout Agreement the following items shall be fully and finally completed:
 - i. Completion of the Splash Pad so that it is fully operational. Completion of the Splash Pad is contingent upon City's acceptance and approval of documents related to the Splash Pad without further modification and receipt of the permit by the Department of Health. Given that the Splash Pad becoming fully and finally operational is contingent on the foregoing conditions precedent, the time allocated to requesting and obtaining City approval and the Department of Health permit shall not be counted as part of the aforementioned sixty (60) calendar days for completion of the Splash Pad;¹

¹ City agrees to pay the permit fee needed to get the Splash Pad operational. This permit fee is in addition to the Final Payment set forth in Paragraph 4. The Parties' understanding is that under the Contract City is responsible for all permits except those that may be required for re-inspection due to the failure of Construction Manager to properly have areas ready for initial inspection.


City

Final Closeout Agreement



Biltmore Surgty

- ii. Completion / correction of the Resysta Cladding by properly installing new and reinstalling acceptable (as determined by the Architect) existing Resysta Cladding. However, given that the final determination of completion concerning the Resysta Cladding is contingent on the building inspector's final inspection and determination that the Resysta Cladding is in compliance with code, the time after which the inspection is requested and until a determination from that inspection is rendered shall not count toward the sixty (60) calendar days for completion;²
- iii. Completion / correction of all Punch List and Warranty Items identified on **Exhibit "A"** (with the exception of the grading and drainage work identified below, which shall have a different time requirement) provided, however, that the Punch List Items contained in Exhibit A shall only include items that were on the original Punch List that have yet to be completed. **Exhibit "A"** contains a list of pending items required to be completed by Biltmore or its subcontractors and Biltmore and the City will work together to resolve these items. If it is determined by Biltmore and the City that items listed on **Exhibit "A"** are the responsibility of the City and/or its Vendor who provided or installed the items, the City will resolve those items outside of this Closeout Agreement;
- iv. Completion / correction of all items identified on the pedestrian bridge inspection report dated July 17, 2018

² The Resysta Cladding originally ordered by the City in its direct purchase was stained "FVG C09 Dark Burma." The new material required will also be stained "FVG C09 Dark Burma," however, Construction Manager makes no guarantees that the color will match the existing material.


City

Final Closeout Agreement

Biltmore 
Surety

prepared by Marlin Engineering Inc. attached hereto as
Exhibit "B";

- v. Completion / correction of all roof leaks; and
 - vi. Completion / correction of all HVAC and mechanical issues.
- c. With the start time and duration time to be mutually agreed upon:
- i. Correct allegedly improper grading and drainage of baseball fields based upon repair protocol to be prepared by Marlin Engineering, Inc.;³
 - ii. Correct allegedly improper grading and drainage of east and west retention areas of the Project based upon repair protocol to be prepared by Marlin Engineering, Inc.;³
 - iii. Correct allegedly improper grading and drainage of civic event lawn area of the Project based upon repair protocol to be prepared by Marlin Engineering, Inc.;³
- d. Should Construction Manager fail to fully and properly complete the above tasks within the time set forth above, then City shall be entitled to deduct as liquidated damages from the Final Payment set forth below, an aggregate amount no greater than Three Hundred Dollars (\$300.00) per day, for each day Contractor is late in completing any task of the above described Work until the task is completed. For example, if two tasks are concurrently not completed by the scheduled timeframe, the maximum total liquidated damages for each day those

³ City, Construction Manager and the Project Architect shall all work collaboratively and collectively with Marlin Engineering to come up with the most cost efficient means to complete and/or correct the grading and drainage for the baseball fields, the east and west retention areas and the civic event lawn. Notwithstanding any other provision in this Closeout Agreement, if the completion of the grading and drainage work requires Construction Manager to purchase materials that were not a part of the original design, as opposed to actual corrective work, City shall reimburse Construction Manager for such additional Materials. Construction Manager agreed to provide all labor required for the completion of the grading and drainage work (repair protocol) at no additional charge to the City, even if the repair protocol requires the installation of additional materials, which materials are to be paid for by the City under this Provision. If the to be agreed upon repair protocol does not resolve the ponding and drainage issues, then Construction Manager may be entitled to additional compensation to perform additional work subject to prior City written approval and a Change Order as per the Construction Contract.


City

Final Closeout Agreement


Biltmore Surety

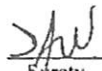
two tasks remain incomplete shall not exceed the aggregate amount of Three Hundred Dollars (\$300.00) per day. Once Contractor completes the task(s) for which the liquidated damages are assessed, the assessment of liquidated damages shall cease. The parties agree that this liquidated damages sum capped at Three Hundred Dollars (\$300.00) per day is fair and reasonable and does not constitute a penalty. The right to liquidated damages is in addition to any other remedy available to the City under Florida law.

4. **Final Payment to Construction Manager:** City and Construction Manager agree that as of the date of execution of this Closeout Agreement, the total sum of One Million, Three Hundred Thousand Dollars (\$1,300,000.00) remains unpaid under the Contract, which amount represents the full and final total owed to Construction Manager under the Contract, after the amicable resolution of the Dispute (“Final Payment”).

- a. Construction Manager agrees to accept as Final Payment and the City agrees to make Final Payment to Construction Manager in the remaining Contract balance amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00);
- b. Final Payment shall be issued as follows:
 - i. Five Hundred Fifty Thousand Dollars (\$550,000.00) shall be paid to Construction Manager within five (5) calendar days of execution of this Closeout Agreement and receipt of the “As-Builts” referenced in Paragraph 3.a.i. above;
 - ii. One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or completing the Splash Pad with the Splash Pad being fully operational, as set forth in Paragraph 3.b.i. above;
 - iii. One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or


City

Final Closeout Agreement


Biltmore Surety

completing the Resysta Cladding, as set forth in Paragraph 3.b.ii. above;

- iv. One Hundred Fifty Thousand Dollars (\$150,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or completing all punch list and warranty items identified on **Exhibit "A"** (excluding correction of the grading and drainage for the baseball fields, the east and west retention areas and the civic event lawn) and all items identified on the pedestrian bridge inspection report dated July 17, 2018 prepared by Marlin Engineering Inc. attached hereto as **Exhibit "B"**. This work shall be considered complete upon final signature of City for each item identified in original Punch List as provided with Certificate of Substantial Completion that remains incomplete, and items not included on the original Punch List are excluded;
 - v. Three Hundred Thousand Dollars (\$300,000.00) shall be paid to Construction Manager upon Construction Manager successfully correcting and/or completing all of the grading and drainage repairs for the baseball fields, the east and west retention areas and the civic event lawn in accordance with Marlin Engineering Inc.'s to be agreed upon repair protocol per footnote 3.
- c. Except for the payment of the Five Hundred Fifty Thousand Dollars (\$550,000.00) set forth in Paragraph 4.b.i of this Closeout Agreement, any future payments to be made by the City to Construction Manager shall only be made upon the City's receipt of Surety's Consent of Surety as the Surety for Construction Manager in connection with the Contract.


City


Final Closeout Agreement


Biltmore Surety

- d. Provided the City has received the above-required Consent of Surety from Federal as the Surety for Construction Manager, the Final Payment as set forth above shall be issued by the City within the time frames set forth above. Each portion of the Final Payment set forth above shall be subject to City's receipt of all documents that are identified herein and in the Contract and Contract Documents as conditions precedent to Payment and Construction Manager's timely completion of the Work set forth above.
- e. Except as otherwise noted in footnote 3, Construction Manager acknowledges and agrees that Final Payment includes full and final payment from the City for all sums owed by the City to Construction Manager and includes but is not limited to the following:
 - i. all compensation due to Construction Manager under the Contract and Contract Documents for all Work performed by Construction Manager, and any of its subcontractors, for the Project;
 - ii. all compensation due to Construction Manager for any additional work that was requested and authorized by the City or performed by Construction Manager in connection with the Project or on the Project site, regardless of whether the work was outside of the Scope of Work in the Contract and Contract Documents;
 - iii. all remaining retainage held by the City and due to Construction Manager upon completion of the Work and Final Completion of the Project and acceptance of the Project by the City;
 - iv. any and all pending change orders or any and all other claims of any kind whatsoever that Construction Manager or its subcontractors asserted or could have


City

Final Closeout Agreement


Biltmore
Surety

asserted against the City arising out of or related to the Project.


- f. After the Final Payment is made, no further payments are due from the City to Construction Manager for the Project or any other Work performed by Construction Manager on the Project site or in any way related to the Project.

5. **Warranty:** Construction Manager provides the following warranties with regard to the Work to be performed here under:

- a. The Splash Pad warranty from the subcontractor is attached hereto as **Exhibit "C"**. Further, Construction Manager provides a one-year warranty on the entire Splash Pad. The warranties for the Splash Pad shall commence on the date the Splash Pad is fully operational and in use as certified by the Project Architect;
- b. The Resysta Cladding. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the Resysta Cladding. The one-year warranty for the Resysta Cladding shall commence on the date the Resysta Cladding is fully completed as determined by the Project Architect;
- c. Punch List and Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a ninety-day (90) warranty on all Punch List Items and all Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below. The ninety-day warranty for the Punch List and Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below shall commence on the date the Punch List and Warranty Items identified on **Exhibit "A"** with the exception of the grading and drainage work identified below are fully completed as certified by the Project Architect;


City

Final Closeout Agreement


Biltmore Surety

- d. The pedestrian bridge repairs. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a ninety-day (90) warranty on all pedestrian bridge repairs. The ninety-day (90) warranty for the pedestrian bridge repairs shall commence on the date the pedestrian bridge repairs are fully completed as certified by the Project Architect;
- e. Baseball fields. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the regrading and drainage work for the Baseball Fields. The one-year warranty for the Baseball Fields shall commence on the date the baseball fields regrading and drainage work is fully completed as certified by the Project Architect;
- f. The east and west retention areas. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the regrading and drainage work for the east and west retention areas. The one-year warranty for the regrading and drainage work for the east and west retention areas shall commence on the date the regrading and drainage work for the east and west retention areas is fully completed as certified by Marlin Engineering Inc.;
- g. The civic event lawn. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the regrading and drainage work for the civic event lawn. The one-year warranty for the regrading and drainage work for the civic event lawn shall commence on the date the regrading and drainage work for the civic event lawn is fully completed as certified by Marlin Engineering Inc. ;
- h. The Roof. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the roof. The one-year warranty for the roof shall commence on the date the roof corrective work is fully completed as certified by the Project Architect;


City

Final Closeout Agreement


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
- i. The HVAC and mechanical equipment. In addition to any manufacturer and subcontractor warranties, Construction Manager provides a one-year warranty on the HVAC and mechanical equipment. The one-year warranty for the HVAC and mechanical equipment shall commence on the date the HVAC and mechanical equipment corrective work is fully completed as certified by the Project Architect.
- j. Nothing herein shall be construed to require Construction Manager to extend any Manufacturer warranties previously provided.

6. **Defense and Indemnification:** To the fullest extent permitted by law, Construction Manager shall defend and indemnify and hold harmless the City and the City's consultants, representatives and agents and their respective employees, representatives, officers, and officials (collectively, "Indemnified Parties") from and against lawsuits, claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, arising out of or resulting from performance of the Work, including but not limited to any claim for payment asserted in law or in equity by any lower tiered subcontractor, sub-subcontractor or material suppliers who supplied labor, materials and or equipment to the Project.

7. **Waiver of Past Claims:** Except for the obligations contained herein, the City and Construction Manager hereby waive as to each other, all claims, including but not limited to claims for overbilling, underpayment, additional payments, interest, liquidated damages, delays, general conditions, reimbursements or any other claims or damages arising from, or in any way relating to, the services provided by Construction Manager under the Contract or in connection with the Project; provided, however, that the City does not waive or release Construction Manager of Construction Manager's obligations contained in this Closeout Agreement and provided further, Construction Manager's indemnification obligations, hold harmless obligations, punch list obligations, warranty obligations, and any other express obligations in the Contract and Contract Documents owed by Construction Manager and or its Surety to the City, if any, that continue after Final Payment are not affected by this waiver of past claims or damages or by this Closeout Agreement. Nothing in this paragraph shall expand, enlarge, reduce, or limit the obligations of Surety under the Payment and Performance Bonds for the Project.


City

Final Closeout Agreement


Biltmore Surety

8. **Non-Novation of Agreement and Contract Document:** This Closeout Agreement is intended to resolve the Parties' Dispute and all pending and un-asserted claims related to the Project, as well as to facilitate the Parties' reaching resolution as to pending allegedly defective Work and Final Payment under the Contract and Contract Documents. This Closeout Agreement is not a novation of the Contract and Contract Documents, and all post Final Payment obligations of Construction Manager and its Surety contained within Contract and Contract Documents, if any, remain valid and enforceable. All conditions precedent to Final Payment contained in the Contract and Contract Documents remain in full force and effect. All warranties contained in the Contract and Contract Documents remain in full force and effect and shall be honored by Construction Manager and its respective subcontractors and suppliers, as applicable unless modified in this Closeout Agreement. Nothing in this Paragraph shall expand, enlarge, reduce, or limit the obligations of Surety under the Payment and Performance Bonds for the Project.


9. **Assistance to City in Defending Architect demand for Payment:** The Project Architect has issued an invoice to the City asserting additional costs for extended time on the Project. As additional consideration for Final Payment as set forth above, Construction Manager agrees to assist City, at no additional cost to the City, with respect to City's defense against the Project Architect's pending claim. Specifically, Construction Manager agrees to provide documents and produce employees under Construction Manager's control to reasonably assist the City in defeating or reducing the Project Architect claim. The assistance includes but is not limited to providing the City with evidence and testimony (if needed) of design errors and project delays for which Project Architects is responsible, if any. The City shall be required to pay reasonable costs for copies of any documents or data requested.

10. **Absence of Effect on Surety:** Nothing in this Closeout Agreement shall expand, enlarge, reduce, or limit the obligations of Surety under the Payment and Performance Bonds for the Project.

11. **Reservation of Indemnity Rights:** Notwithstanding any contrary provision in this Closeout Agreement, Surety and Construction Manager expressly acknowledge and agree that all of the terms and conditions of any and all General Agreements of Indemnity ("GAI"), including but not limited to those certain GAIs dated August 27, 2003 and June 27, 2007, which Construction Manager and its related indemnitors executed in favor of Surety and its affiliates,


City

Final Closeout Agreement


Biltmore Surety

shall remain in full force and effect, and that Construction Manager shall remain liable to Surety for all fees and costs incurred pursuant to the GAIs and all bonds issued in connection therewith. To the extent there are any inconsistencies between this Closeout Agreement and the GAIs, the terms and conditions of the GAIs shall control. Surety expressly reserves all of its rights and defenses that it may have as against Construction Manager under the GAIs, under any bonds issued by Surety on behalf of Construction Manager, at law, and in equity, and Construction Manager acknowledges and agrees that such rights and defenses shall not be prejudiced or affected by this Closeout Agreement.

12. **Settlement of Disputed Claims:** The City and Construction Manager acknowledge that this Closeout Agreement represents a settlement of disputed claims and is not an admission by either party of any wrongdoing.

13. **Attorney's Fees and Costs:** The City, Construction Manager and Surety shall each be responsible for their own respective attorneys' fees and costs incurred as a result of the dispute and Claims that are the subject of this Closeout Agreement. However, should a dispute arise out of the Contract to the extent the Contract remains enforceable, or should a dispute arise out of this Closeout Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party, for all trial and or appellate levels.

14. **Entire Agreement; Conflicts:** This Closeout Agreement, the Contract and Contract Documents constitute the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties, relating to the Contract closeout. To the extent there is an express conflict between the provisions of the Contract and the Contract Documents and this Closeout Agreement, this Closeout Agreement shall control to the extent of the conflict.

15. **Headings:** The section and subsection headings in this Closeout Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretations of this Addendum.

16. **Governing Law:** This Closeout Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.


17. **Venue:** If litigation shall be instituted between the Parties regarding the provisions of this Closeout Agreement, venue shall only be in Miami-Dade County, Florida.



City

Final Closeout Agreement

Biltmore



Surety

18. **Joint Preparation:** The preparation of this Closeout Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

19. **Severability:** In the event a portion of this Closeout Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective, and the parties agree to voluntarily amend any portion of this Closeout Agreement as necessary to comply with a Court order.

20. **Further Assurances:** At any time, and from time to time, after the effective date of this Closeout Agreement, each Party will execute such additional instruments and take such action as may be reasonably requested by the other Party, to confirm or otherwise to carry out the intent and purpose of this Closeout Agreement.

21. **Advice of Counsel:** Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the Dispute and the negotiation and documentation of this Closeout Agreement.

22. **Counterparts:** This Closeout Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**This space left blank intentionally
Signatures appear on next page**


City

Final Closeout Agreement


Biltmore Society

IN WITNESS WHEREOF, the parties execute this Closeout Agreement on the respective dates under each signature: the City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same, by Contractor by and through _____, and by Surety by and through _____, whose representatives have been duly authorized to execute same.

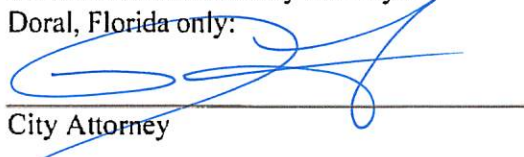
Attest:



CITY OF DORAL

By: 
Date: 1.3.19

Approved as to form and legal sufficiency for use of and reliance by the City of Doral, Florida only:



City Attorney

BILTMORE CONSTRUCTION CO. INC.

WITNESSES

SIGNATURE

Print Name


SIGNATURE

Print Name

By: _____
Print Name: _____

Title: _____

WITNESSES



SIGNATURE
MICHAEL J. LYNN

Print Name



SIGNATURE
LEE CARREZOLA

Print Name

FEDERAL INSURANCE COMPANY

By: 
Print Name: Doug Willis

Title: Attorney-In-Fact
(Attach Power of Attorney)



City



Biltmore Surety



For all the right reasonsSM

CITY OF DORAL

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EXHIBIT A

PROJECT: **DORAL LEGACY PARK**
LOCATION: **11400 NW 82 St, DORAL, FL 33178**

CONTRACTOR: **BILTMORE CONSTRUCTION Co., Inc.**
PROJECT NUM: **RFP NO. 2014-36**
RESOLUTION NUM: **15-119**

Punch List

ITEM	DESCRIPTION
1	Sidewalk repairs: east and west sides.
2	Asphalt repairs: east and west sides.
3	Asphalt restriping: east and west sides.
4	Landscape: east and west sides.
5	Ceramic tiles repairs and extra material: east and west sides.
6	Acoustical ceiling tiles replace and extra materials: east and west sides.
7	Realign Flag Poles.
8	Floor repairs at the Rec Building.
9	Railing repairs and readjust railing's wire at the Rec Building.
10	Railing repairs at the Bridge and Ramp.
11	Vinyl Composition Tile (VCT) floor polish.
12	Vinyl Composition Tile (VCT) extra material.
13	Carpet extra material.
14	Sealing of gaps: where Louvers meets columns.
15	Sealing of gaps: where Resysts meets walls/ceiling.
16	Sealing of gaps: where Storefront meets floor.
17	Repair damage on wall partition door (right top corner).
18	Outlet cover plates missing at 4 locations : Dance Room.
19	Remove stucco splatter from stairs.
20	Relocate Baseball scoreboard outlet location, current location represent a tripping hazard.
21	Missing trim above right side corner of ADA stall at the Proshop Women bathroom.
22	Design team (Wannamaker Jensen Architects, TLC Engineering and Kimley-Horn) Punch List Items. See attached.

Warranty List

ITEM	DESCRIPTION
1	Roof system.
2	Mechanical system.
3	Electrical: Rec Building Lighting system.
4	Repair Outdoor playground surface.
5	Plumbing at the Rec Building and Proshop (water fountain, faucets, etc.).

FR

JKW

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018



ROUTINE INSPECTION REPORT



Prepared by: Marlin Engineering, Inc.

1700 NW 66 Avenue - Ste 106
Phone 305-477-7575

CONTENTS OF REPORT

- A. Elevation & Location Map
- B. Structure Level Inventory Report
- C. Structure Notes
- D. Element Notes
- E. Photo Section
- F. Recommended Repairs

PREPARED FOR: CITY OF DORAL
BY: MARLIN ENGINEERING, INC.

REPORT IDENTIFICATION

Bridge No.: Ped-1 Inspection Date: 7/17/2018

Structure Name: Not recorded

Road Name/Number: 11400 NW 82nd St.

Feature Intersected: NW 114th Avenue Park

Location: 250ft. South of NW 82nd. St.

Type of Inspection: Routine Interim Initial Special

INSPECTION CONDITIONS

Superstr. NBI Rating 8 Very Good Equipment Used: Bucket Truck, Camera, Inspection Tools, Hammer, Wrenches

Substruct. NBI Rating 5 Fair

Plumb Yes No

Min Lateral Clear. (ft) _____ Elements Inspected: Re. Concrete Deck / Circular Ramp

Vertical Clearance (ft) _____ Steel Truss, Re Conc. Columns

Special Equipment Bucket Truck Bearings, Expansion Joints

MOT Required Yes No

Special Crew Hours: 4 hrs x 2 inspectors Hazards: Traffic

Critical Deficiency Notes: None

Personnel / Title / Number

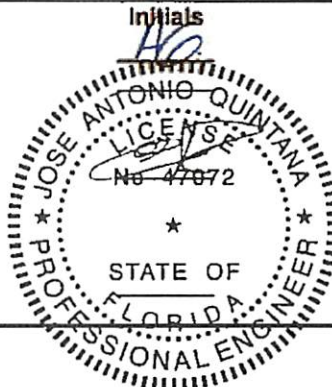
Guzman, Armando - Bridge Inspector (CBI#407)
Rodriguez, Luis - Bridge Inspector Assistance

Rego, Alexis - Bridge Inspection Supervisor (CBI # 409)

Jose A Quintana

Digitally signed by Jose A Quintana
Date: 2018.08.23 11:28:17 -04'00'

Quintana, Jose - Professional Engineer (P.E. #47072)



PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

A: ELEVATION & LOCATION MAP



11400 NW 82nd St. at NW 114th Avenue Park, Located 250ft. South of NW 82nd. St.



PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 01: South Elevation



PHOTO 02: North Elevation

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 03: Deck Overview (West entrance Looking East)



PHOTO 04: Typical Expansion Joint

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 05: West Column Overview



PHOTO 06: East Column and Circular Ramp Overview

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 07: Deck Underside Overview



PHOTO 08: West Bearing Overview

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 09: East Bearing Overview

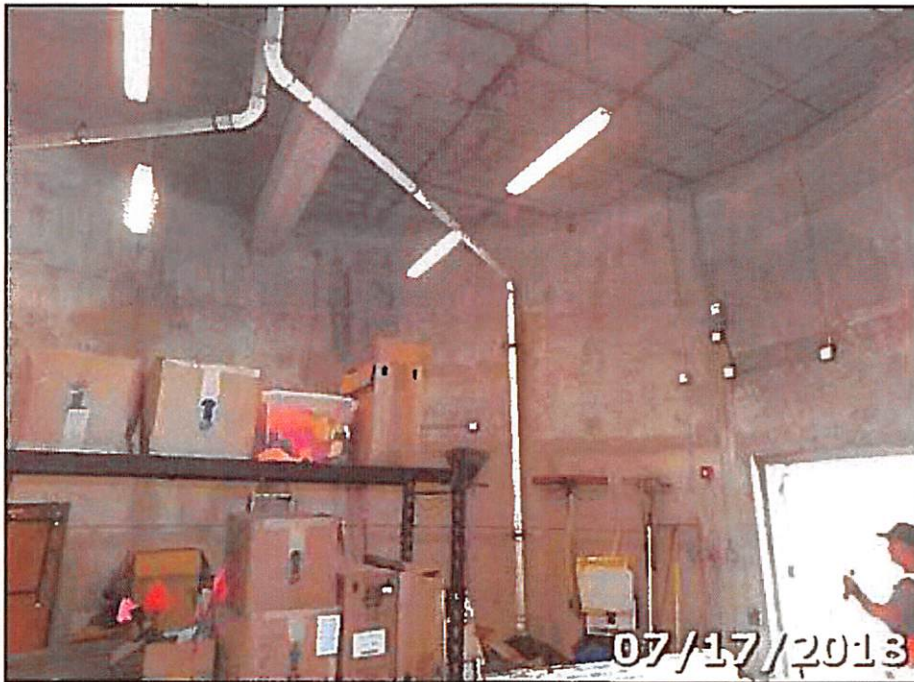


PHOTO 10: Circular Ramp Storage (Inner View)

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

C: STRUCTURE NOTES

Notes:

_The structure is inventoried from West to East.

_The NBI Rating for the substructure is evaluated as 5 (Fair) due to deficiencies found at the bridge bearings.

It is recommended in to install a structural grout pad to strengthen bearing support in the east bearing, currently having only 30% bearing area. Available plan details were inconclusive with respect to actual bearing details. Although the east bearing detail has 24 anchor bolts, the structure is only bearing on 8 leveling nuts. There is no additional indication that deterioration, geometric changes or additional dead loads have or are impacting the structure. This only applies to this inspection dated 07/17/2018 per Jose Quintana, P.E.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: ELEMENT NOTES

Element	Quantity
<u>Re. Concrete Deck</u>	793 sf.

Note: The deck underside is not visible due to the presence of metal stay-in-place forms. Pedestrian handrail and the 1in. chain-link fence are considered incidental to this element.

CS-1:

1. The deck top exhibits a total of 10 full width transverse cracks up to 1/32in. W at random locations. (Total 65 SF) Photo 01. NEW. NO CORRECTIVE ACTION RECOMMENDED.

INCIDENTAL:

2. The chain-link fence attached to the south truss members is missing several connection fasteners at the following locations: (NEW)

_West end, top corner: One of four fasteners. Photo 02.

_Vertical members 2, 3, 4, and 5: One of four fasteners. Photo 03.

_East end: Two of four fasteners.

<u>Expansion Joint</u>	13 ft.
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Note: This element includes the open joints covered with metal plates at the ends of the bridge deck.

No deficiencies noted during this inspection cycle.

<u>Circular Ramp</u>	1583 sf.
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Note: This element includes the circular ramp slab and the storage building roof.

No deficiencies noted during this inspection cycle.

<u>Concrete Wall</u>	301 ft.
----------------------	---------

Note: This element include the storage room concrete circular wall and the 3ft. H exterior ramp wall.

CS-1:

1. The circular ramp exterior wall exhibits numerous vertical cracks full height x less than 1/64in. W, spaced at intervals ranging from 3ft. to 6ft. (Total 30 SF) Photo 04. NEW. NO CORRECTIVE ACTION RECOMMENDED.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: ELEMENT NOTES

Element	Quantity
<u>Bearings</u>	2 ea.

Note: This element includes the slide bearing above the west column, and the fixed bearing above the east column.

SECONDARY:

1. Anchor bolt thread engagement on the Sliding Bearing Plates over the west column are as follows: Photos 05 and 06. NEW.

WEST FACE

- 3 of 8 bolts are Fully engaged with the nuts.
- 1 of 8 bolts is Flush with the nut.
- 4 of 8 bolts are 98% to 99% engaged with the nuts.

EAST FACE

- 4 of 8 bolts are Fully engaged with the nuts.
- 1 of 8 bolts is Flush with the nut.
- 3 of 8 bolts are 98% to 99% engaged with the nuts.

NOTE: Typically a minimum of two thread pitches should extend beyond the top surface of the nut.

CS-2:

2. The fixed bearing at the top of the east column is missing 16 out of 24 leveling nuts, providing only 30% bearing area on 8 leveling nuts. Available structural plans did not provide sufficient details to determine if leveling nuts were required on all anchor bolts. Typically, leveling nuts are provided on all anchor bolts. Photo 07. NEW.

3. Both bearings: The anchorage hardware and steel plates exhibit light surface corrosion throughout. Photos 07 and 08. NEW.

<u>Columns</u>	2 ea.
----------------	-------

No deficiencies noted during this inspection cycle.

<u>Steel Truss</u>	1752 ft.
--------------------	----------

Note: This element includes the painted steel truss framing members: Top and bottom chords, transverse beams, diagonal braces, and vertical members. The exterior aluminum louvers are considered incidental to this element.

No deficiencies noted during this inspection cycle.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

F: PHOTO SECTION

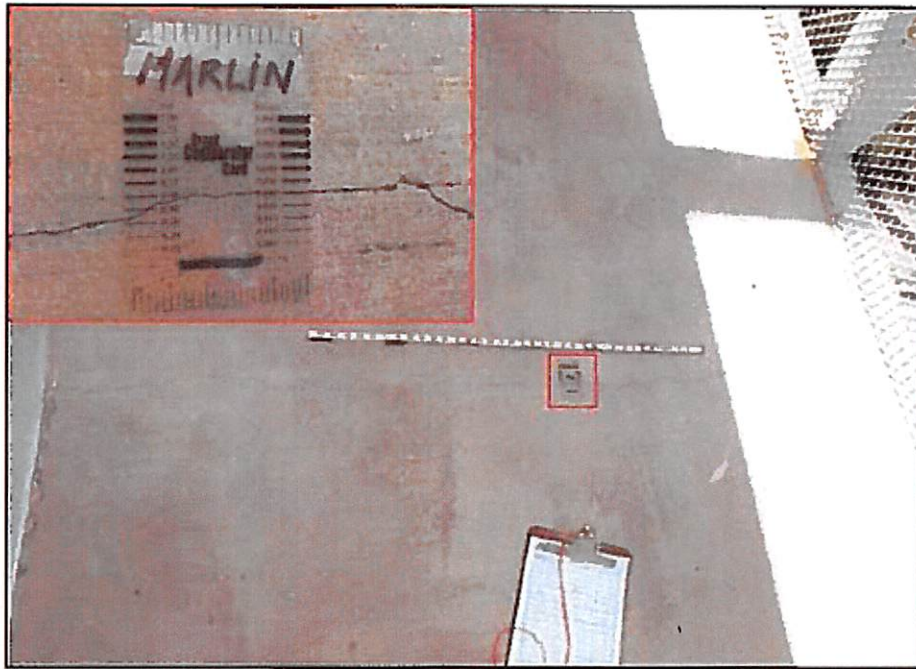


Photo 01: Typical full width transverse crack up to 1/32in. W on the deck top.



Photo 02: Missing fastener at the west end, top corner of the chain-link fence.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: PHOTO SECTION



Photo 03: Typical missing connection fastener to vertical truss member on the chain-link fence. (Shown Vertical member # 2)

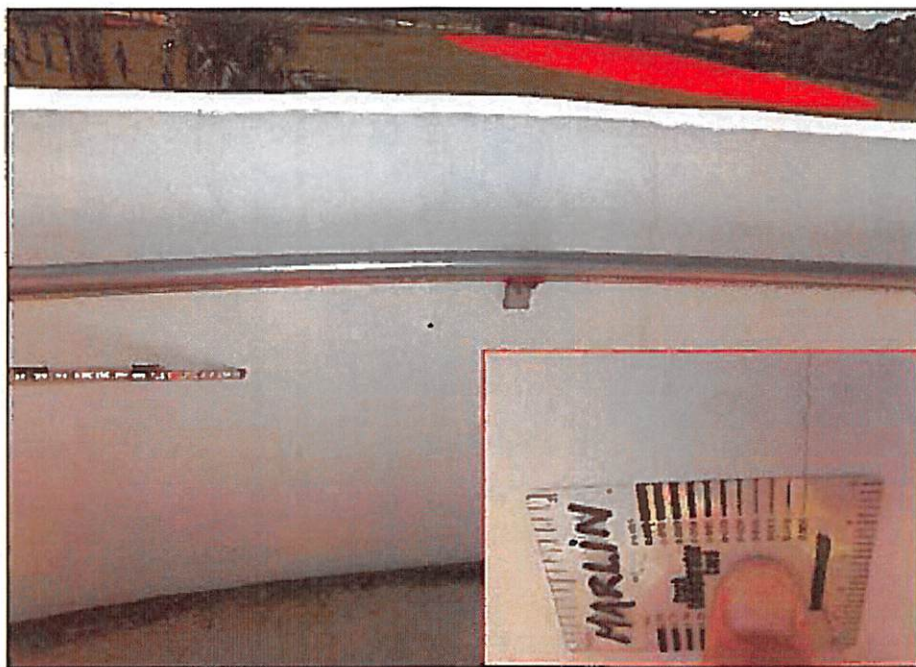


Photo 04: Vertical hairline cracks on the circular ramp exterior wall.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: PHOTO SECTION

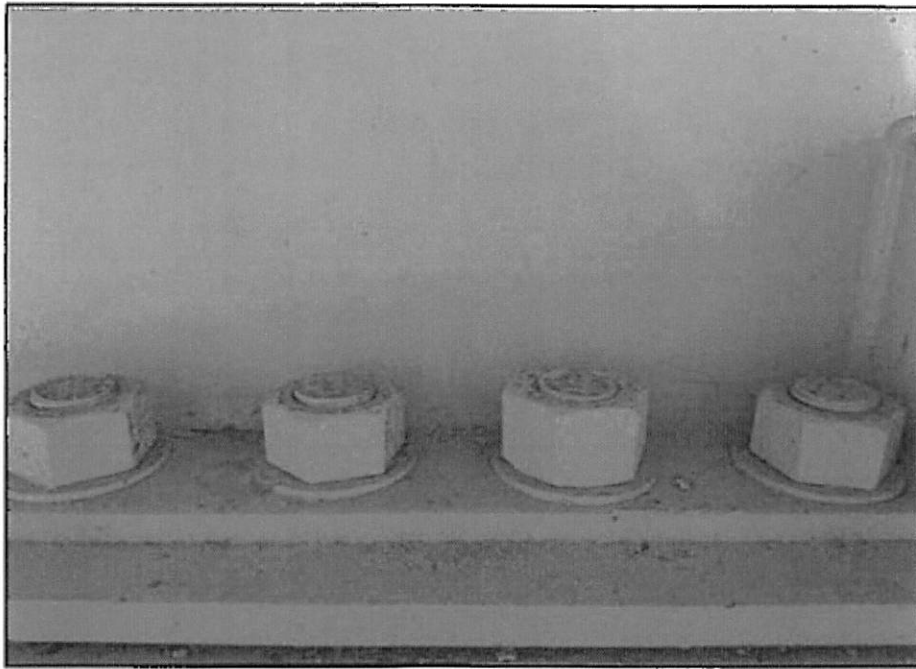


Photo 05: Typical view of the anchor bolt nuts engagement at west face of the slide bearing.



Photo 06: Typical view of the anchor bolt nuts engagement at east face of the slide bearing.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: PHOTO SECTION



Photo 07: Only 8 out of 24 leveling nuts are installed at the fixed bearing above the east column. There is light surface corrosion on the anchorage hardware and bearing plates.



Photo 08: Light surface corrosion on the anchorage hardware and bearing plates at the slide bearing above the west column.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

F: RECOMMENDED REPAIRS

Element

Re. Concrete Deck

_ Properly secure the chain-link fence attached to the south truss members. Photos 02 and 03

Expansion Joint

_ No corrective action required during this inspection cycle.

Circular Ramp

_ No corrective action required during this inspection cycle.

Concrete Wall

_ No corrective action required during this inspection cycle.

Bearings

_ Clean and coat corrosion on the bearings anchorage hardware and plates. Photos 07 and 08.

_ Install a structural grout pad underneath the east column fixed bearing due to absence of leveling nuts. Photo 07.

Columns

_ No corrective action required during this inspection cycle.

Steel Truss

_ No corrective action required during this inspection cycle.

SM

Exhibit "C"



WATER SPLASH INC.
www.watersplash.com
(800) 936-3430

SPLASH PLAY PRODUCTS WARRANTY

Water Splash Inc. guarantees that all its products meet the specifications provided in the installation drawings and offers a :

25 YEAR WARRANTY on stainless steel structures and workmanship

5 YEAR WARRANTY on brass parts, spray nozzles and spray openings and high density polyethylene components

3 Year WARRANTY on coatings, moving parts, fiberglass components and on recirculation system workmanship, water wise control box, and pump box. Recirculation system components and pumps and filters are covered by their Manufacturer for the first year.

1 YEAR WARRANTY on all products and parts not listed above.

The above mentioned warranties are valid only so long as Water Splash Inc.'s installation, assembly and maintenance instructions are followed and the products are used in a normal manner and for the purposes they are designed for. The warranty is for parts and materials only.

The warranty does not cover vandalism damages and becomes void in case of any unauthorized modifications to the products. In order to present a claim, contact your local representative or call Water Splash Inc. at (800) 936-3430 and provide your project number.

PROJECT NAME:
LEGACY PARK, CITY OF DORAL, FLORIDA
PARTS EXTENDED WARRANTY START DATE:
AUGUST, 1st, 2018

WATERSPLASH INC.
412-477 State Road 11
Champlain NY 12919

Exhibit A



"For all the right reasons!" SM

CITY OF DORAL

EXHIBIT A

PROJECT: **DORAL LEGACY PARK**
LOCATION: **11400 NW 82 St, DORAL, FL 33178**

CONTRACTOR: **BILTMORE CONSTRUCTION Co., Inc.**
PROJECT NUM: **RFP NO. 2014-36**
RESOLUTION NUM: **15-119**

Punch List

ITEM	DESCRIPTION
1	Sidewalk repairs: east and west sides.
2	Asphalt repairs: east and west sides.
3	Asphalt restriping: east and west sides.
4	Landscape: east and west sides.
5	Ceramic tiles repairs and extra material: east and west sides.
6	Acoustical ceiling tiles replace and extra materials: east and west sides.
7	Realign Flag Poles.
8	Floor repairs at the Rec Building.
9	Railing repairs and readjust railing's wire at the Rec Building.
10	Railing repairs at the Bridge and Ramp.
11	Vinyl Composition Tile (VCT) floor polish.
12	Vinyl Composition Tile (VCT) extra material.
13	Carpet extra material.
14	Sealing of gaps: where Louvers meets columns.
15	Sealing of gaps: where Resysta meets walls/ceiling.
16	Sealing of gaps: where Storefront meets floor.
17	Repair damage on wall partition door (right top corner).
18	Outlet cover plates missing at 4 locations : Dance Room.
19	Remove stucco splatter from stairs.
20	Relocate Baseball scoreboard outlet location, current location represent a tripping hazard.
21	Missing trim above right side corner of ADA stall at the Proshop Women bathroom.
22	Design team (Wannamaker Jensen Architects, TLC Engineering and Kimley-Horn) Punch List items. See attached.

Warranty List

ITEM	DESCRIPTION
1	Roof system.
2	Mechanical system.
3	Electrical: Rec Building Lighting system.
4	Repair Outdoor playground surface.
5	Plumbing at the Rec Building and Proshop (water fountain, faucets, etc.).



Wannemacher Jensen
Architects, Inc.

Substantial Completion Punch List

Project: Doral Legacy Park
Report by: Harold Somarriba
Contractor: Biltmore Construction
Date: 10/7/2017 (day of walkthrough)
Time: 8:30 am

Notes and Observations

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the contract documents.

Construction Document Scope - Pending

1. Recreational building
 - Architectural louvers scope is not complete:
 - 1 northeast running track storefront area
 - 2 north elevation ground floor area behind stairs
 - 3 west end of pedestrian bridgelouvers have not been installed and no schedule date has been provided for completion of louver scope.
2. Splash Pad
 - Water jets are missing, some lights and covers, paints needs touch up, Splash pad shop drawing Revision 5 (waiting on contractor for clarification on bathing load)
3. Bandshell
 - Architectural louver not installed – submittal is pending – installation schedule date has not been provided

Punch List

4. Architecture Punch List (see below for items listed)
5. Landscape and Civil Punch List (refer to attached PDF's)
 - LA Punch list – see PDF 2017.10.20 LA Punchlist
 - Civil Punch List – see PDF's 2017.20.10 Doral Legacy Park – Civil Photo List, Civil Punch List

PlanGrid Issue Report - 10/20/17

Prepared by Chris Mercer

Description

52 issues in this report.

Contents

#612 Fence	3
#611 Resysta Cladding	4
#610 Resysta Cladding	5
#609 Concrete Slab	6
#608 Cleaning Needed	7
#607 Mechanical System	8
#606 Flooring	9
#605 Paint Touch Up	10
#604 Paint Touch Up	11
#603 Special Equipment	12
#602 Charcoal Grills	13
#600 Technology	14
#599 Electrical	15
#598 Resysta Cladding	16
#597 Electrical	17
#596 Paint Touch Up	17
#595 Technology	18
#594 Technology	19
#592 Exterior Water Proofing	20
#591 Flooring	21
#590 Exterior Water Proofing	21
#589 Electrical System	22
#588 Paint Touch Up	23

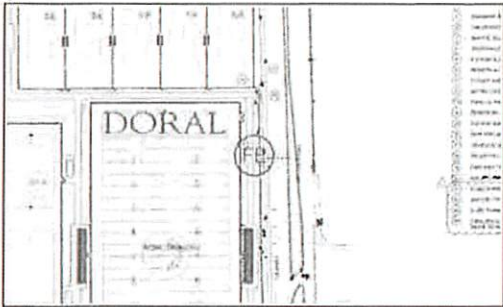


1407.00 Doral Legacy Park

#586 Paint Touch Up	24
#585 Wall Repair	25
#584 Wall Repair	26
#583 Door	27
#582 Door	28
#581 Paint Touch Up	29
#580 Wall Repair	30
#579 Wall Repair	31
#578 Wall Repair	32
#577 Resysta Cladding	33
#576 Roof Flashing	34
#574 Electrical	35
#573 Exterior Water Proofing	36
#571 Paint Touch Up	37
#570 Special Equipment	38
#569 Steel Structure	39
#568 Wall Repair	40
#566 Electrical	41
#565 Wall Repair	42
#564 Aluminum Arch Louvers / Guard	44
#563 Paint Touch Up	45
#562 Paint Touch Up	46
#560 Splash Pad Feature	47
#559 Special Equipment	49
#558 Exterior Water Proofing	49
#557 Aluminum Arch Louvers / Guard	50
#556 Metal Railing	51
#555 Furniture	52
#554 Metal Railing	53



#612 Fence



Sheet
A1.0

Location
East & West Perimeter Alu-
minum Fence

Status
Open

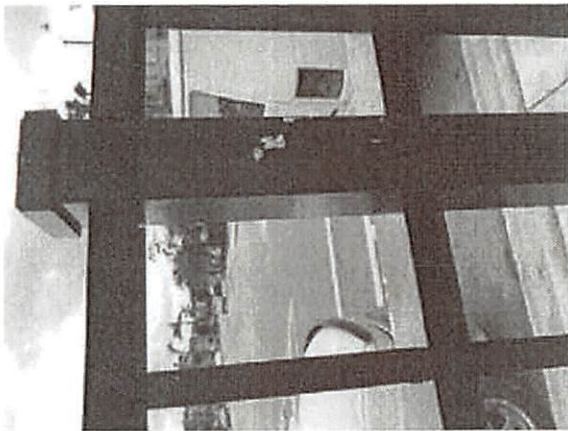
Created
Oct 20, 2017 at 2:13pm
mercerc@wjarc.com

Last Updated
Oct 20, 2017 at 2:13pm

Description

Fence paint is peeling, gate on 112 shows damage (review any storm related damage with Installer / fabricator)

Photos



Oct 20, 2017 at 2:13pm

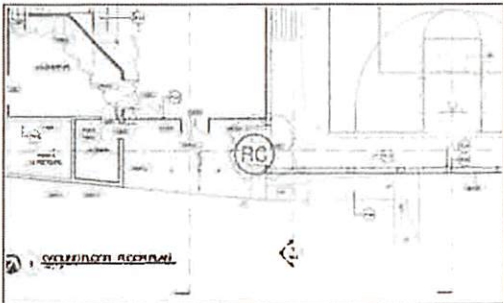


Oct 20, 2017 at 2:13pm



Oct 20, 2017 at 2:13pm

#611 Resysta Cladding



Sheet
A2.1

Location
North wall of east covered terrace - gym door

Status
Open

Created
Oct 17, 2017 at 11:54am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:27pm

Description

this wall was finished with painted stucco - Plans call for Resysta - Review Resysta material credit with city

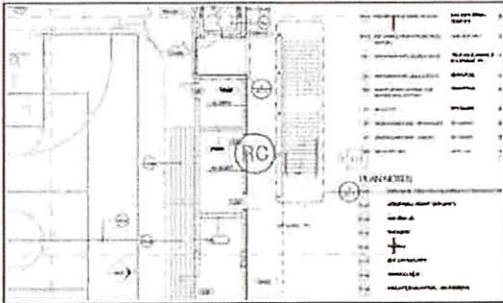


Photos



Oct 17, 2017 at 11:54am

#610 Resysta Cladding



Sheet
A2.1

Location
ground floor - north wall -
Resysta scope

Status
Open

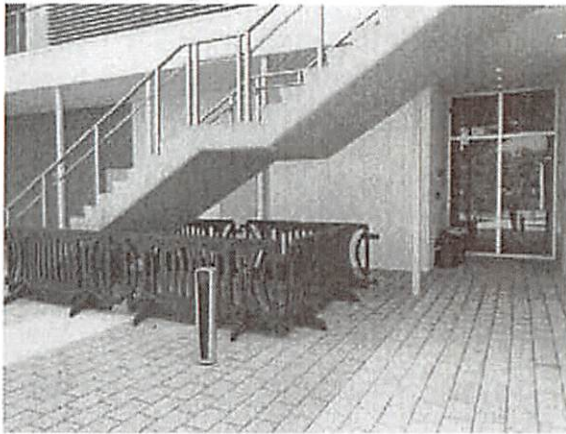
Created
Oct 17, 2017 at 11:51am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:27pm

Description

the portion of the wall behind the louvers was finish with stucco - plans call for Resysta - review credit with city

Photos



Oct 17, 2017 at 11:51am

#609 Concrete Slab



Sheet
A1.0

Location
Park Shelter 2 - A1.0

Status
Open

Created
Oct 17, 2017 at 11:04am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:37pm

Description

Concrete slab is cracked where sidewalk connects to the shelter concrete slab - correct as necessary

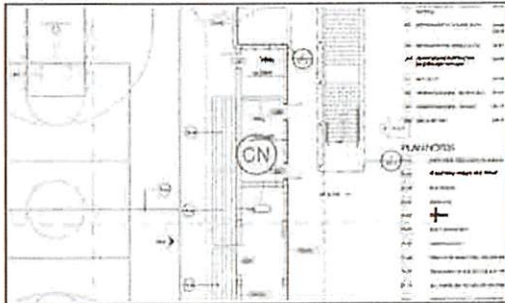


Photos



Oct 17, 2017 at 11:04am

#608 Cleaning Needed



Sheet
A2.1

Location
125 Electrical

Status
Open

Created
Oct 17, 2017 at 10:40am
merc@wjarc.com

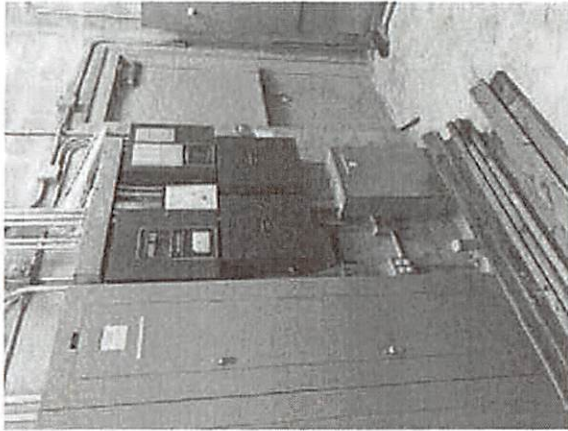
Last Updated
Oct 17, 2017 at 4:38pm

Description

Remove all construction leftover materials and debris

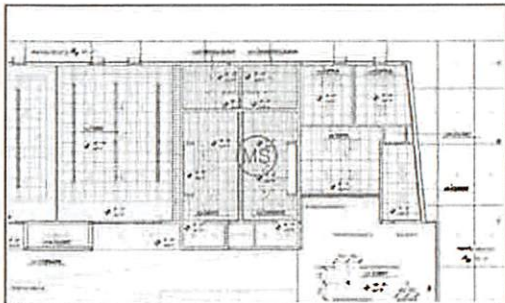


Photos



Oct 17, 2017 at 10:40am

#607 Mechanical System



Sheet
A6.1

Location
108A - Women's Bathroom

Status
Open

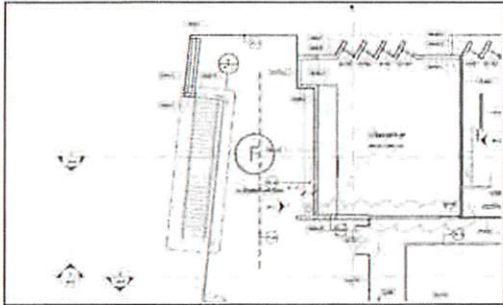
Created
Oct 17, 2017 at 10:20am
merc@wjarc.com

Last Updated
Oct 17, 2017 at 4:39pm

Description

Equipment vibration above the ceiling - contractor to inspect condition and properly secure equipment to remove vibration

#606 Flooring



Sheet
A2.2

Location
213 Egress Balcony

Status
Open

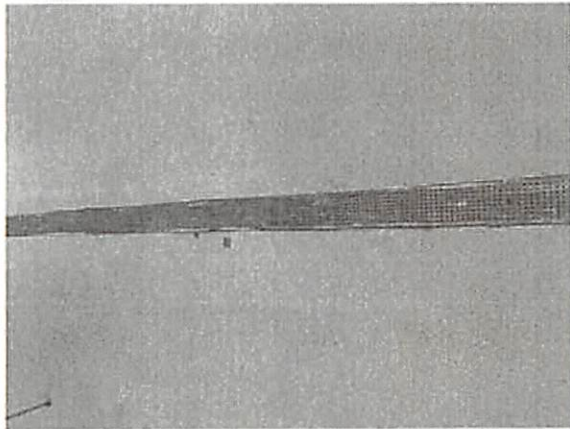
Created
Oct 17, 2017 at 10:07am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:39pm

Description

small area of floor traffic coating along on the south side of the floor drain is peeling - patch and paint as required

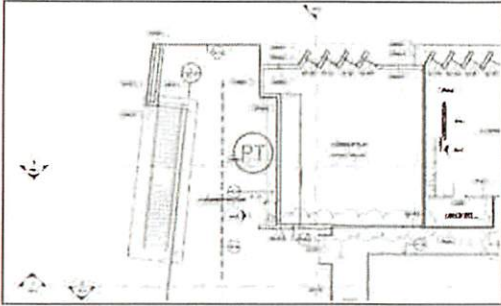
Photos



Oct 17, 2017 at 10:07am



#605 Paint Touch Up



Sheet
A2.2

Location
213 Egress Balcony

Status
Open

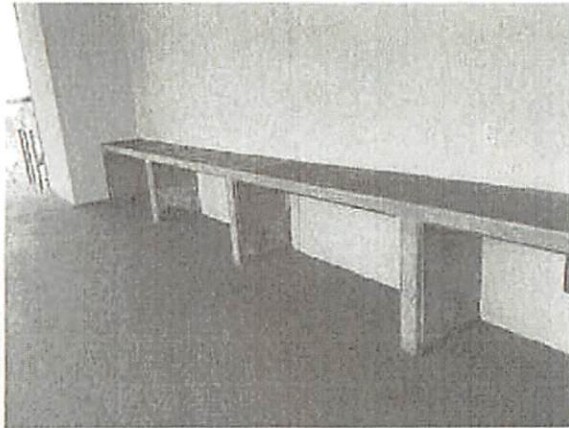
Created
Oct 17, 2017 at 10:04am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:40pm

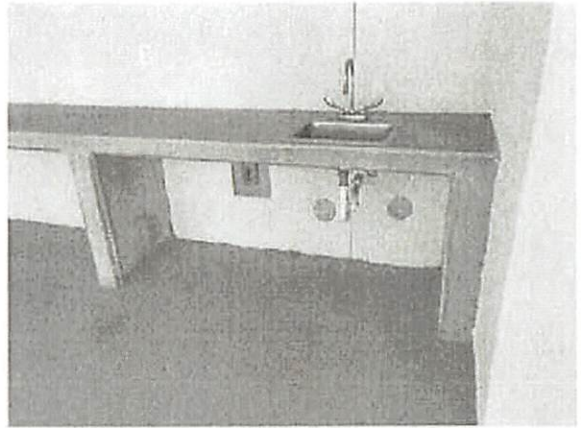
Description

Paint touch up for wall area below concrete counter

Photos

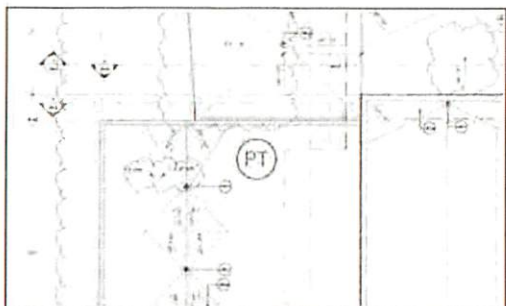


Oct 17, 2017 at 10:04am



Oct 17, 2017 at 10:04am

#604 Paint Touch Up



Sheet
A2.10

Location
Exterior walls - lower roof area

Status
Open

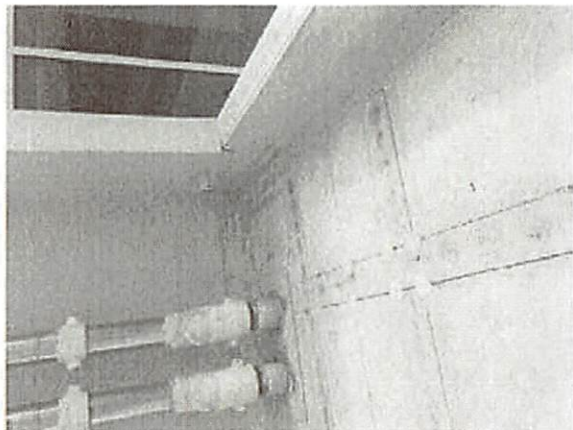
Created
Oct 17, 2017 at 10:01am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:42pm

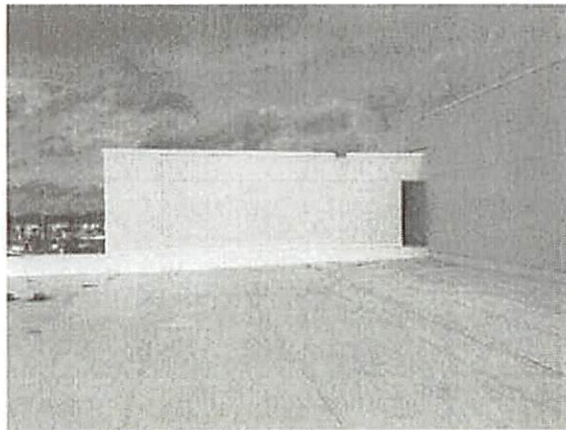
Description

Exterior east and south wall paint needs touch ups

Photos



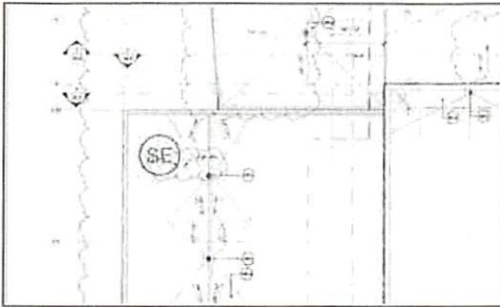
Oct 17, 2017 at 10:01am



Oct 17, 2017 at 10:02am



#603 Special Equipment



Sheet
A2.10

Location
Rec center lower roof southwest corner

Status
Open

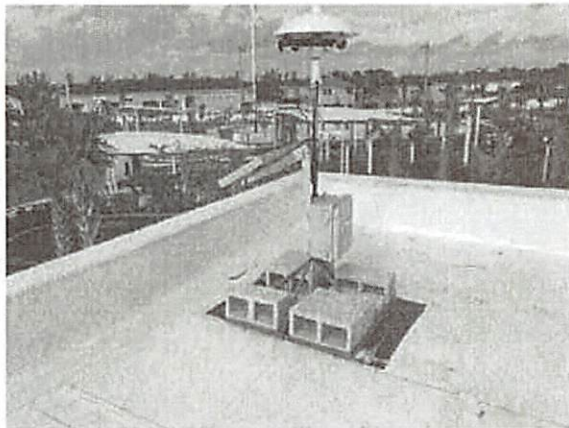
Created
Oct 17, 2017 at 9:27am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:45pm

Description

Lighting detection installed by owner equipment needs to be 10 feet away from roof edge or a 42" guardrail needs to be provided

Photos



Oct 17, 2017 at 9:27am

#602 Charcoal Grills



Sheet
A1.0

Location
Park Shelters

Status
Open

Created
Oct 17, 2017 at 9:22am
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:43pm

Description

Charcoal grills installed by owner need to be 10 feet away from shelter roof line

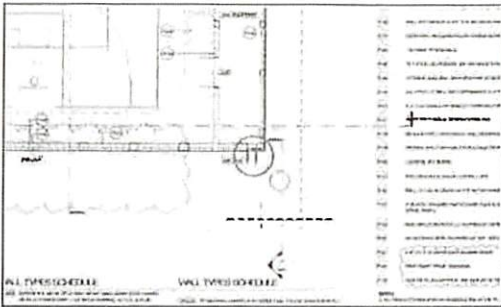
Photos



Oct 17, 2017 at 9:22am

A handwritten signature in blue ink, consisting of stylized initials.

#600 Technology



Sheet
A2.1

Location
Rec Center - Northeast corner
exterior

Status
Open

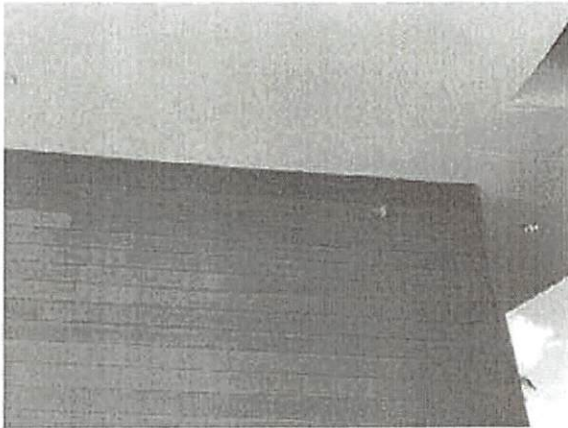
Created
Oct 16, 2017 at 7:25pm
mercero@wjarc.com

Last Updated
Oct 17, 2017 at 4:53pm

Description

Camera not installed at this location
- Refer to sheet T3.1 for location and
alignment

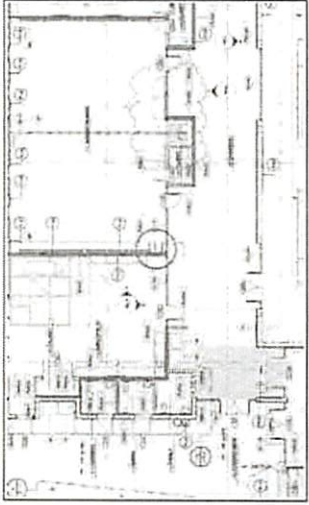
Photos



Oct 16, 2017 at 7:25pm



#599 Electrical



Sheet
A2.1

Location
111 Dance Room

Status
Open

Created
Oct 16, 2017 at 7:19pm
mercercr@wjarc.com

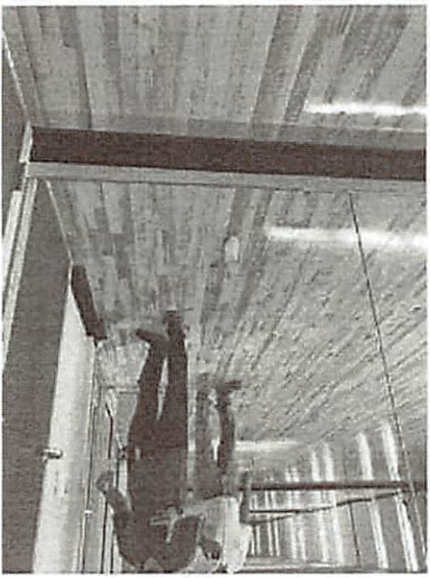
Last Updated
Oct 17, 2017 at 4:54pm

Description
outlet cover plates missing at 4 locations

Photos



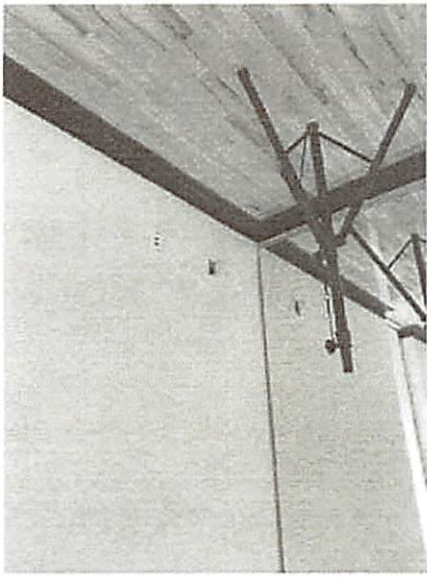
Oct 16, 2017 at 7:19pm



Oct 16, 2017 at 7:20pm



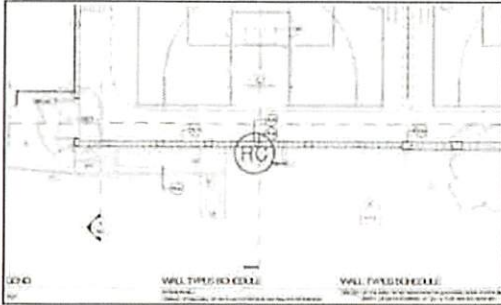
Oct 16, 2017 at 7:21pm



Oct 16, 2017 at 7:21pm



#598 Resysta Cladding



Sheet
A2.1

Location
Rec Center East Wall - bottom of
cladding

Status
Open

Created
Oct 16, 2017 at 7:14pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:55pm

Description

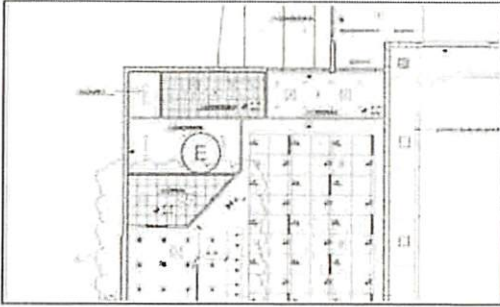
Bottom plank seam is miss-align at this location - reset as required to maintain a continuous surface

Photos



Oct 16, 2017 at 7:14pm

#597 Electrical



Sheet
A6.1

Location
119 Mechanical

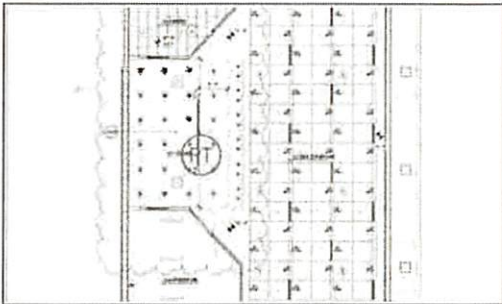
Status
Open

Created
Oct 16, 2017 at 7:10pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:55pm

Description
lights are not working

#596 Paint Touch Up



Sheet
A6.1

Location
123 - Multipurpose Room - roll
down screen box

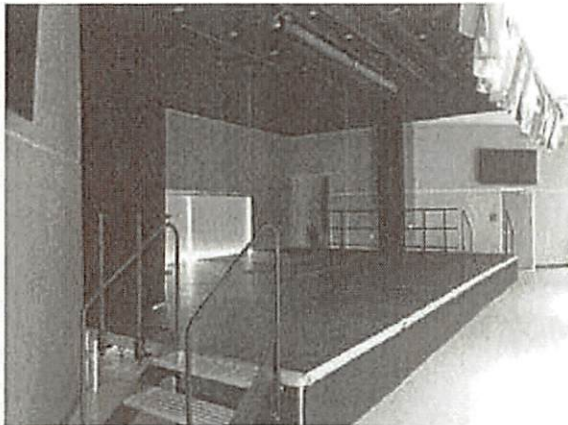
Status
Open

Created
Oct 16, 2017 at 7:09pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:56pm

Description
Roll down screen metal box front
side - black paint is uneven - paint
to a solid black color

Photos



Oct 16, 2017 at 7:09pm



Oct 17, 2017 at 10:17am

#595 Technology



Sheet
A6.1

Location
123 - Multipurpose Room

Status
Open

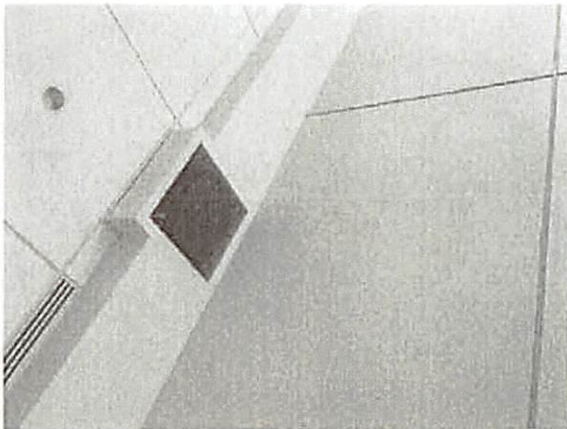
Created
Oct 16, 2017 at 7:06pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:56pm

Description

Projector plastic bottom cover plate missing - install as per manufacture instructions

Photos



Oct 16, 2017 at 7:06pm

#594 Technology



Sheet
A6.1

Location
117 Vestibule

Status
Open

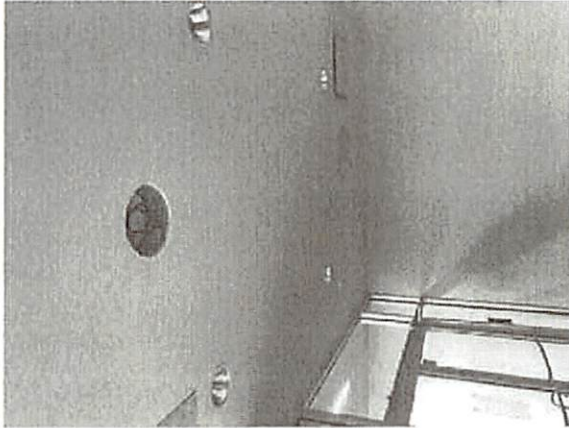
Created
Oct 16, 2017 at 7:02pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:57pm

Description

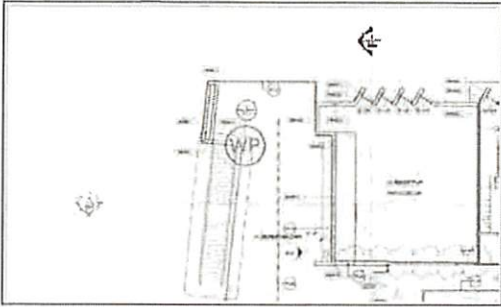
Speaker unit missing at this location
- install and test as required

Photos



Oct 16, 2017 at 7:02pm

#592 Exterior Water Proofing



Sheet
A2.2

Location
Rec Center South Stair

Status
Open

Created
Oct 16, 2017 at 6:47pm
merc@wjarc.com

Last Updated
Oct 17, 2017 at 4:59pm

Description

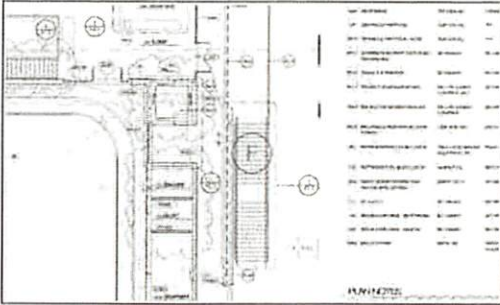
Provide backer rod and sealant as required to seal gap at slab edge - outside edge of upper landing

Photos



Oct 16, 2017 at 6:47pm

#591 Flooring



Sheet
A2.2

Location
North Stair - steps

Status
Open

Created
Oct 16, 2017 at 6:43pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 4:59pm

Description

Remove stucco splatter from stair treads

Photos



Oct 16, 2017 at 6:43pm

#590 Exterior Water Proofing



Sheet
A2.2

Location
North Stair Landing - joint at
concrete slab edge

Status
Open

Created
Oct 16, 2017 at 6:40pm
mercerc@wjarc.com

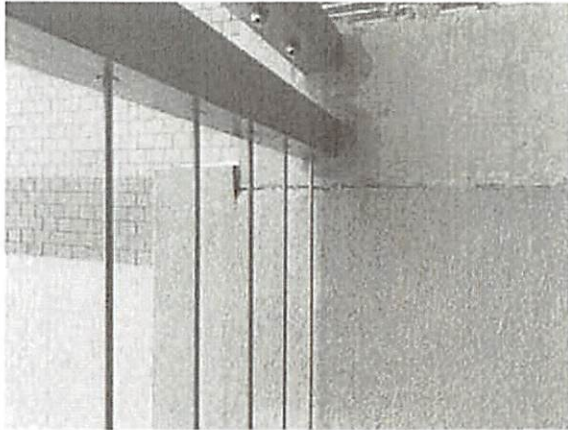
Last Updated
Oct 17, 2017 at 5:00pm

Description

Provide backer rod and sealant as required to seal slab edge gap.

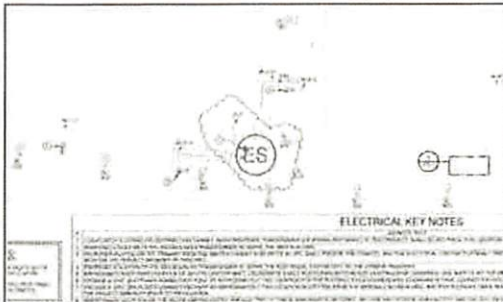


Photos



Oct 16, 2017 at 6:40pm

#589 Electrical System



Sheet
E0.1

Location
Softball field backstop - electrical / scoreboard connection point

Status
Open

Created
Oct 16, 2017 at 6:17pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:01pm

Description

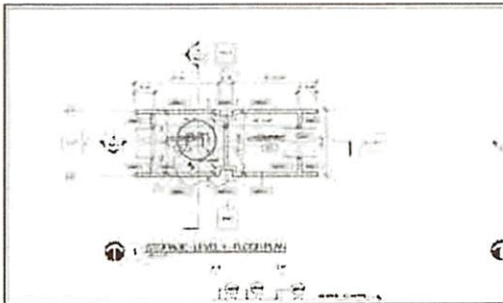
outlet location is shown along backstop fence on plan E0.1 - current location is a tripping hazard

Photos



Oct 16, 2017 at 6:17pm

#588 Paint Touch Up



Sheet
Ac2.1

Location
c101, c102 Storage Building

Status
Open

Created
Oct 16, 2017 at 6:09pm
merc@wjarc.com

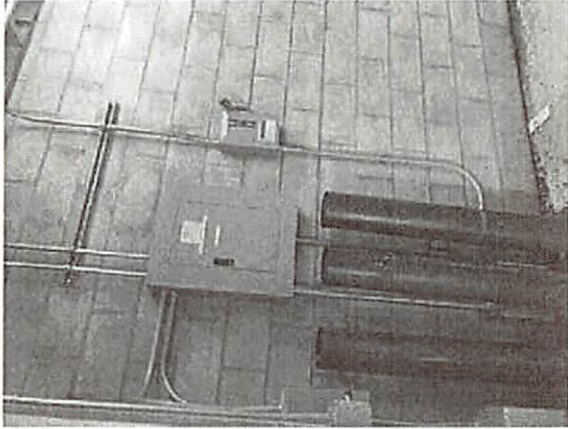
Last Updated
Oct 17, 2017 at 5:01pm

Description

Paint missing from interior walls -
see plans for wall type and paint



Photos

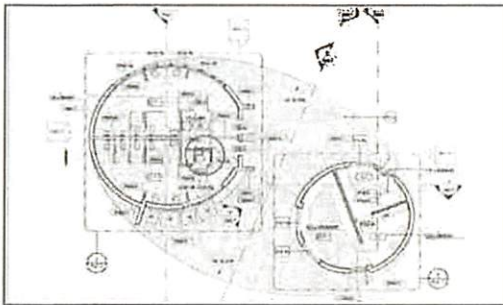


Oct 16, 2017 at 6:09pm



Oct 16, 2017 at 6:09pm

#586 Paint Touch Up



Sheet
Aa2.1

Location
104a Mechanical room

Status
Open

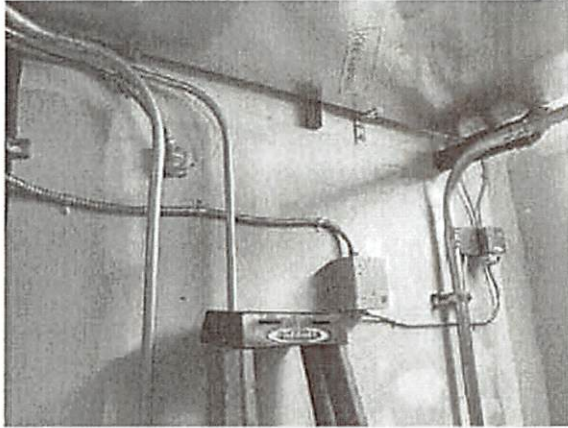
Created
Oct 16, 2017 at 6:05pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:02pm

Description

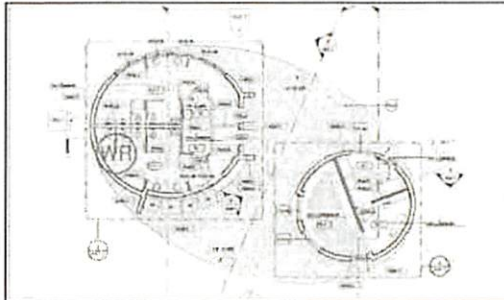
Wall is not finished or painted

Photos



Oct 16, 2017 at 6:05pm

#585 Wall Repair



Sheet
Aa2.1

Location
104a Women's Bathroom -
Proshop

Status
Open

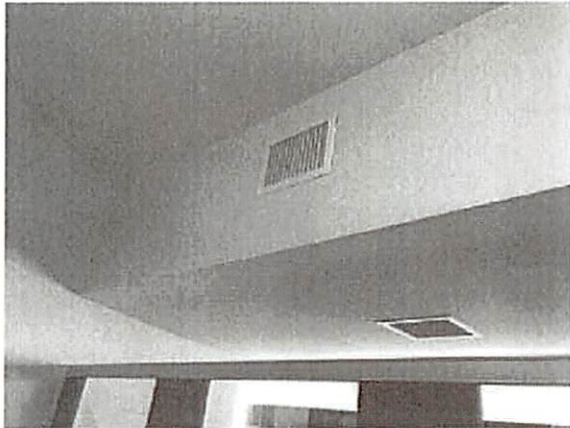
Created
Oct 16, 2017 at 6:03pm
merc@wjarc.com

Last Updated
Oct 17, 2017 at 5:03pm

Description

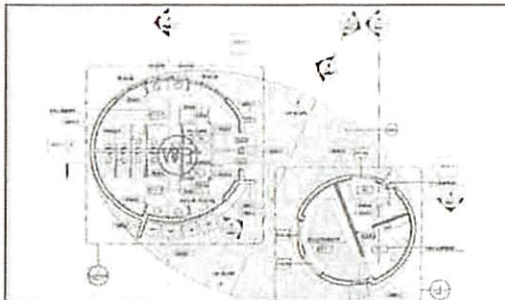
Soffit wall - supply grill - patch and cover gap on right side of supply grille

Photos



Oct 16, 2017 at 6:03pm

#584 Wall Repair



Sheet
Aa2.1

Location
104a Women's Bathroom -
Proshop

Status
Open

Created
Oct 16, 2017 at 6:01pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:03pm

Description

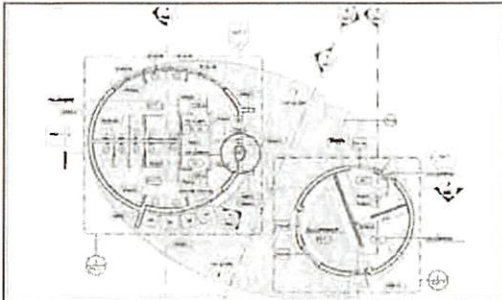
A portion of the trim above the tile is missing on right side corner of ADA stall

Photos



Oct 16, 2017 at 6:01pm

#583 Door



Sheet
Aa2.1

Location
104a Women's Bathroom -
Proshop[

Status
Open

Created
Oct 16, 2017 at 5:57pm
mercerc@wjarc.com

Last Updated
Oct 16, 2017 at 5:57pm

Description

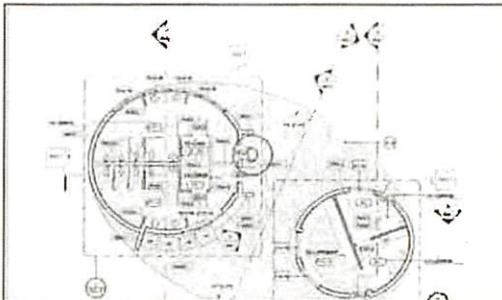
Door kick plate has rust

Photos



Oct 16, 2017 at 5:57pm

#582 Door



Sheet
Aa2.1

Location
106a Men's Bathroom - Proshop

Status
Open

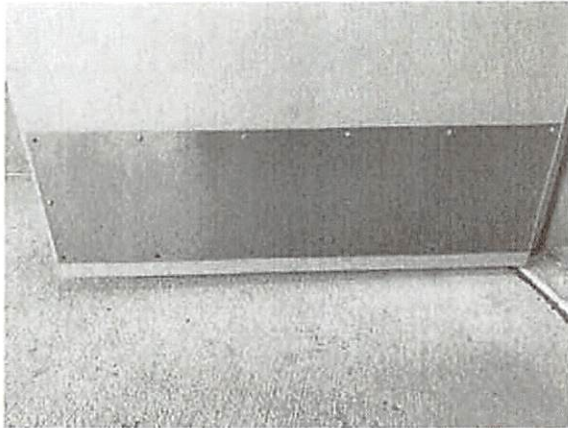
Created
Oct 16, 2017 at 5:55pm
merc@wjarc.com

Last Updated
Oct 16, 2017 at 5:56pm

Description

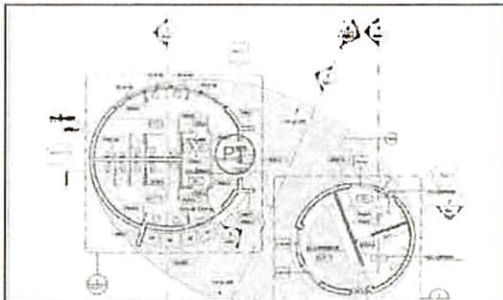
door kick plate has rust

Photos



Oct 16, 2017 at 5:56pm

#581 Paint Touch Up



Sheet
Aa2.1

Location
106a Men's Restroom

Status
Open

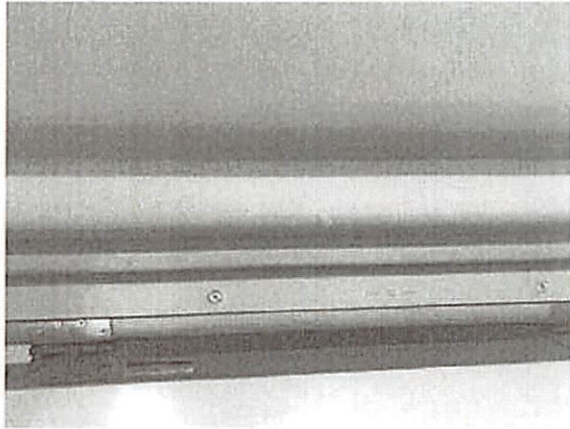
Created
Oct 16, 2017 at 5:53pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:04pm

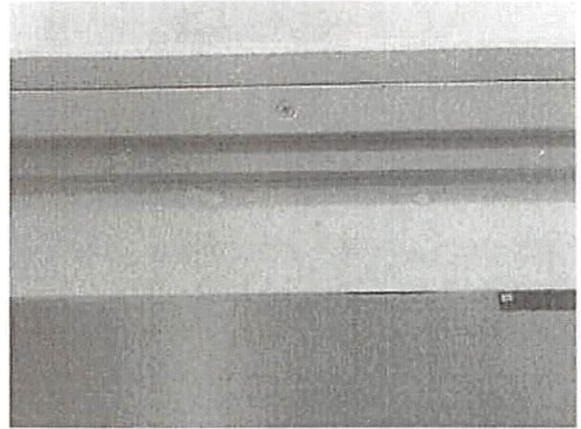
Description

Exit door area - paint on wall is peeling - patch and paint as required

Photos

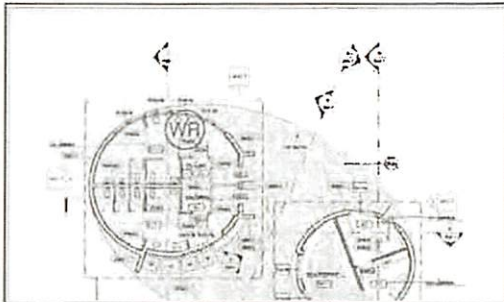


Oct 16, 2017 at 5:53pm



Oct 16, 2017 at 5:54pm

#580 Wall Repair



Sheet
Aa2.1

Location
106a Mens Bathroom

Status
Open

Created
Oct 16, 2017 at 5:50pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:05pm

Description

Wood stud support? what is wrong with the counter mounting? secure counter as required

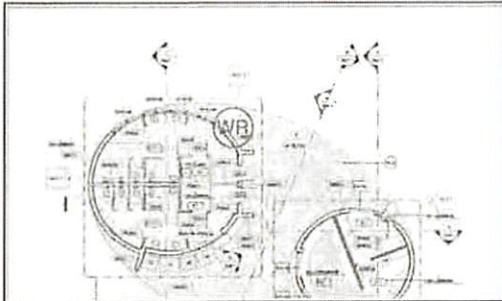


Photos



Oct 16, 2017 at 5:52pm

#579 Wall Repair



Sheet
Aa2.1

Location
Proshop Bathrooms - men's
clerestory window

Status
Open

Created
Oct 16, 2017 at 5:40pm
merc@wjarc.com

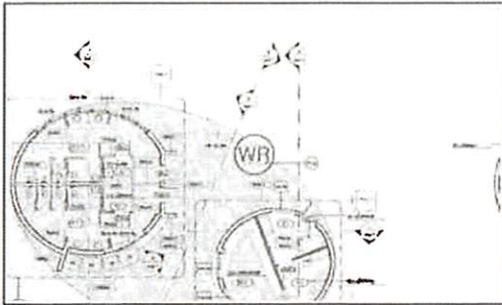
Last Updated
Oct 17, 2017 at 5:05pm

Description

Stucco hairline crack - patch, repair
and paint as required



#578 Wall Repair



Sheet
Aa2.1

Location
Proshop exterior metal columns

Status
Open

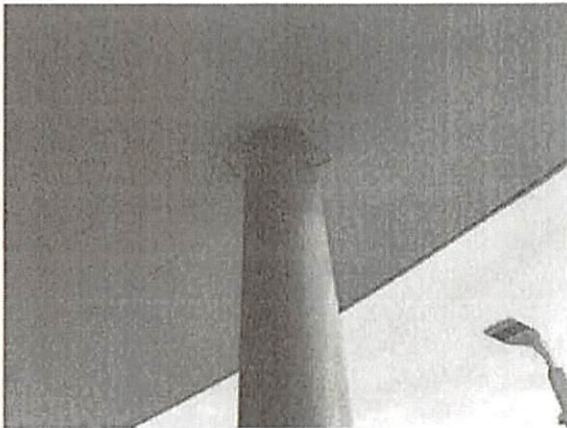
Created
Oct 16, 2017 at 5:31pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:06pm

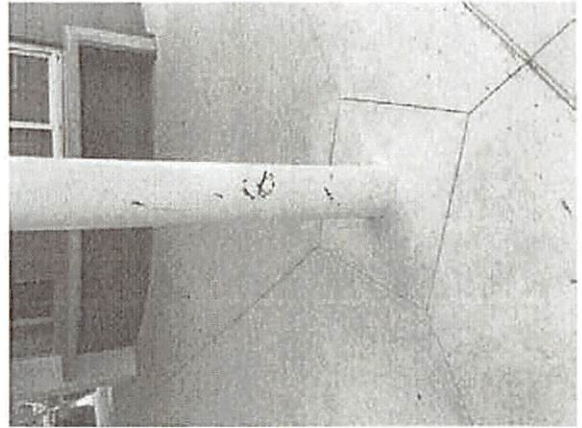
Description

Concrete splatter on metal columns - remove and paint as require - bottom of column need to be painted to cover exposed areas

Photos



Oct 16, 2017 at 5:31pm



Oct 16, 2017 at 6:20pm



#577 Resysta Cladding



Sheet
Aa2.1

Location
Proshop

Status
Open

Created
Oct 16, 2017 at 5:26pm
mercerc@wjarc.com

Last Updated
Oct 16, 2017 at 5:27pm

Description

Exterior cladding is damage at counter corner - wall cladding trim missing at top of Resysta cladding

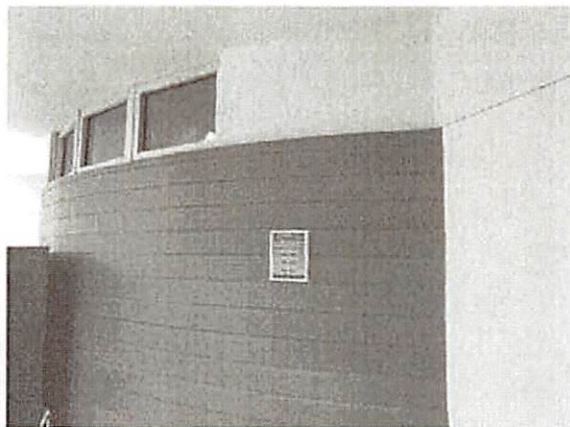
Photos



Oct 16, 2017 at 5:26pm

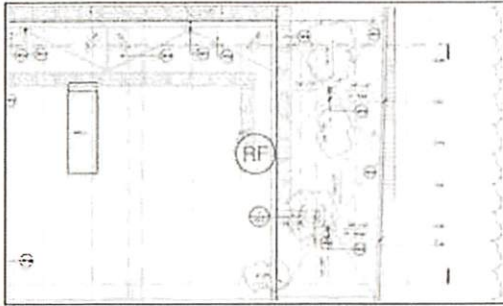


Oct 16, 2017 at 5:26pm



Oct 16, 2017 at 5:27pm

#576 Roof Flashing



Sheet
A2.10

Location
Rec Center Gym Roof - north side

Status
Open

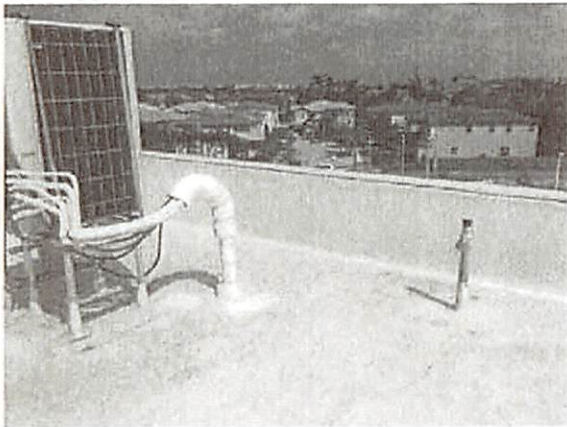
Created
Oct 16, 2017 at 5:13pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:07pm

Description

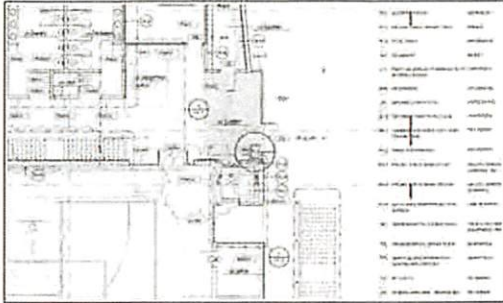
Roof penetration booth with a pull string - currently not in use - what is it for?

Photos



Oct 16, 2017 at 5:13pm

#574 Electrical



Sheet
A2.1

Status
Open

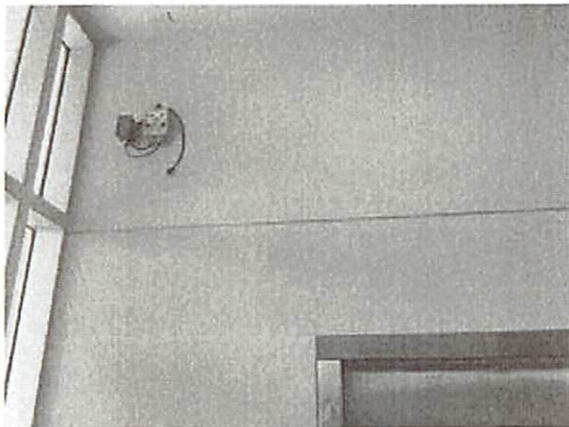
Created
Oct 16, 2017 at 3:55pm
merc@wjarc.com

Last Updated
Oct 17, 2017 at 5:07pm

Description

Sump Pump Alarm not connected - connect for proper equipment usage

Photos



Oct 16, 2017 at 4:04pm

#573 Exterior Water Proofing



Sheet
A2.2

Location
Second floor north covered deck

Status
Open

Created
Oct 16, 2017 at 3:45pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:08pm

Description

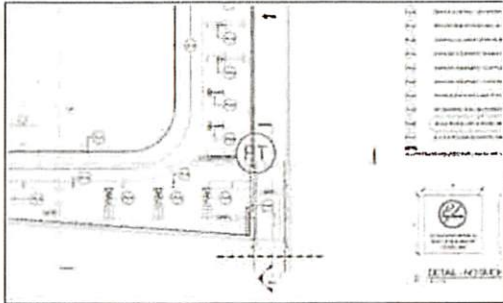
Northwest corner of covered deck
- provide backer-rod and sealant to seal exposed area below Resysta wall cladding at edge of deck

Photos



Oct 16, 2017 at 3:45pm

#571 Paint Touch Up



Sheet
A2.2

Location
Second Floor Ceiling at bridge
ramp

Status
Open

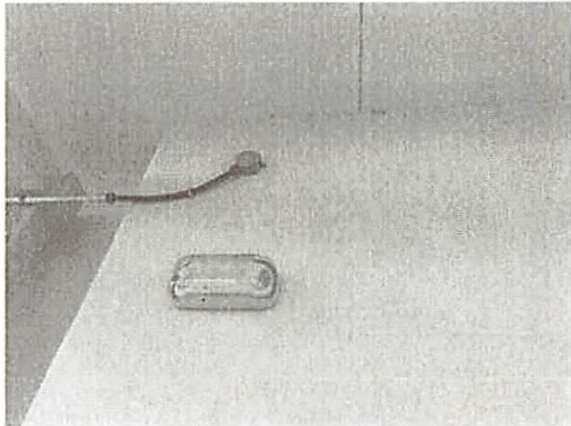
Created
Oct 16, 2017 at 3:43pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:08pm

Description

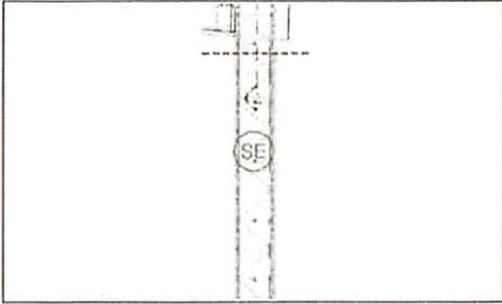
Paint yellow spray paint stain to
match wall color

Photos



Oct 16, 2017 at 3:43pm

#570 Special Equipment



Sheet
A2.11

Location
Pedestrian Bridge - Chain-link
Fence

Status
Open

Created
Oct 16, 2017 at 3:40pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:09pm

Description

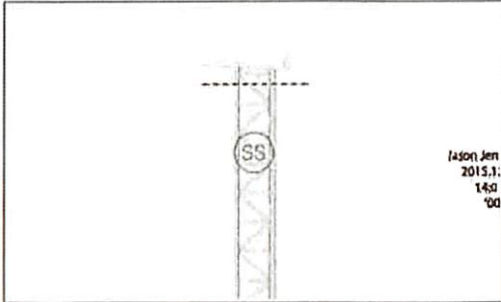
Clips holding chain-link fence are missing - review installation and anchoring method - appear to be storm damage issue

Photos



Oct 16, 2017 at 3:40pm

#569 Steel Structure



Sheet
A2.11

Location
Pedestrian Bridge

Status
Open

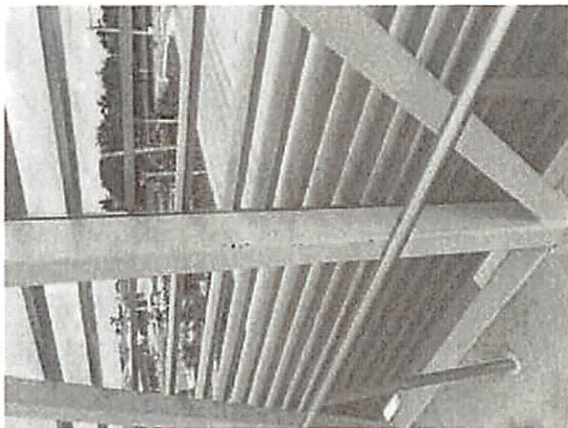
Created
Oct 16, 2017 at 3:35pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:09pm

Description

Bridge Steel Truss Paint - remove rust and paint affected areas along bridge truss

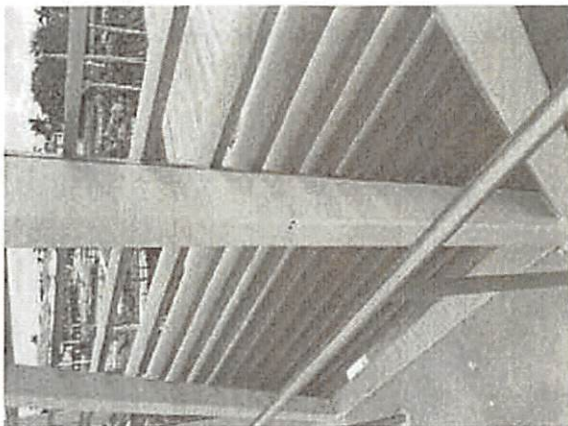
Photos



Oct 16, 2017 at 3:38pm

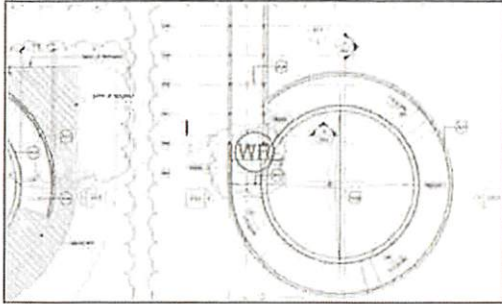


Oct 16, 2017 at 3:38pm



Oct 16, 2017 at 3:38pm

#568 Wall Repair



Sheet
A2.11

Location
Concrete guard wall at Circular ramp and Bridge joint

Status
Open

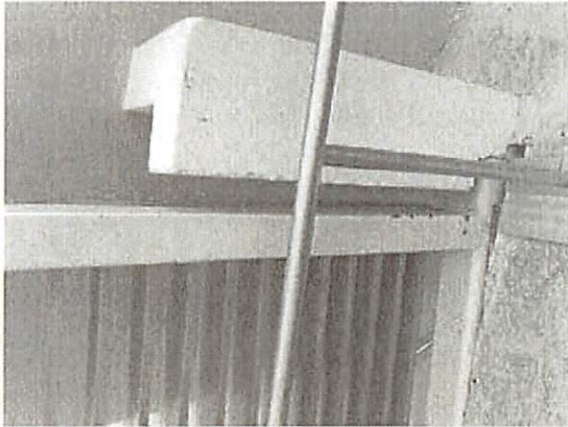
Created
Oct 16, 2017 at 3:30pm
merc@wjarc.com

Last Updated
Oct 16, 2017 at 3:32pm

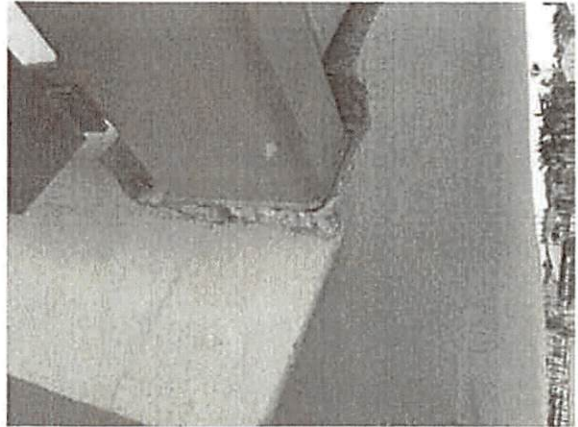
Description

Concrete wall corner needs to be smooth - foam insert have not been removed between steel and concrete joint - steel shows rust - remove rust and paint as require

Photos

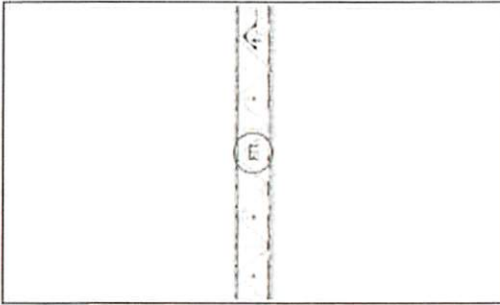


Oct 16, 2017 at 3:30pm



Oct 16, 2017 at 3:32pm

#566 Electrical



Sheet
A2.11

Location
Pedestrian Bridge

Status
Open

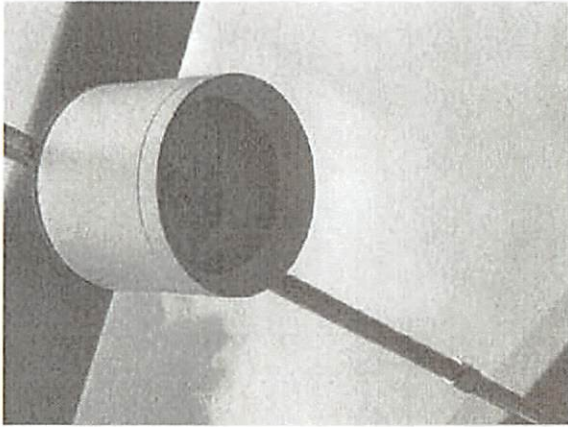
Created
Oct 16, 2017 at 3:24pm
mercerc@wjarc.com

Last Updated
Oct 16, 2017 at 3:24pm

Description

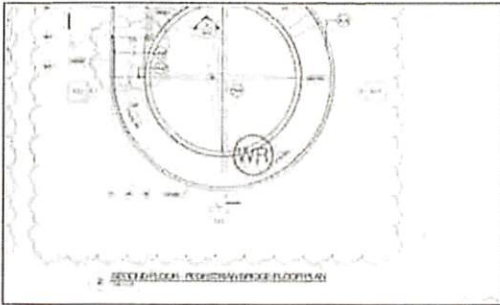
Light Fixture - water infiltration in one fixture - check seals

Photos



Oct 16, 2017 at 3:24pm

#565 Wall Repair



Sheet
A2.11

Location
Circular Ramp - Pedestrian
Bridge

Status
Open

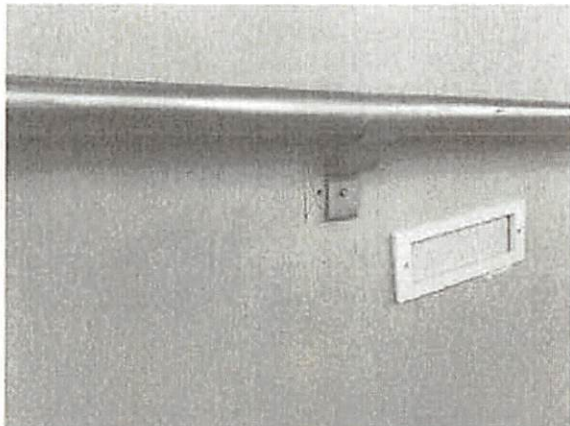
Created
Oct 16, 2017 at 3:19pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:25pm

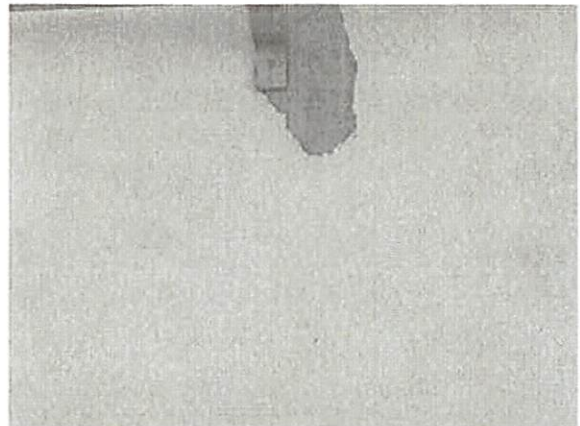
Description

Paint is peeling on interior face of guard wall, patch, repair and paint as required - holes from handrail installation are exposed - patch and repair wall as necessary

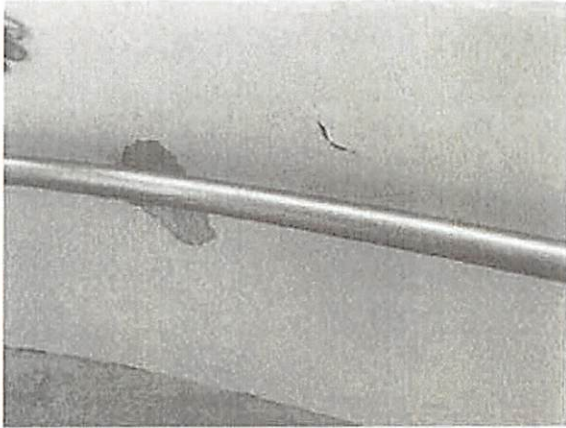
Photos



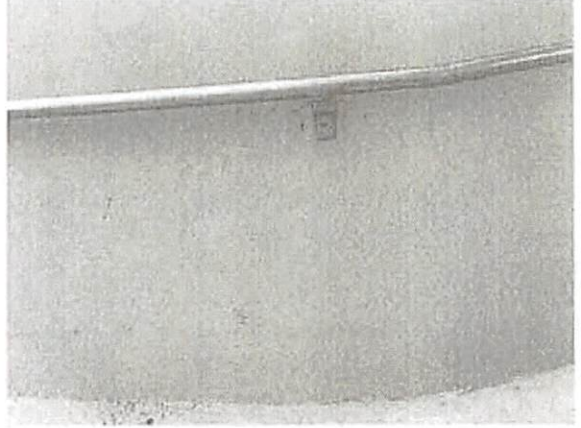
Oct 16, 2017 at 3:19pm



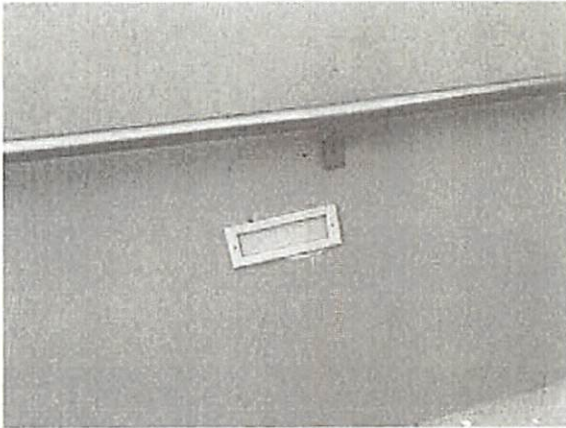
Oct 16, 2017 at 3:20pm



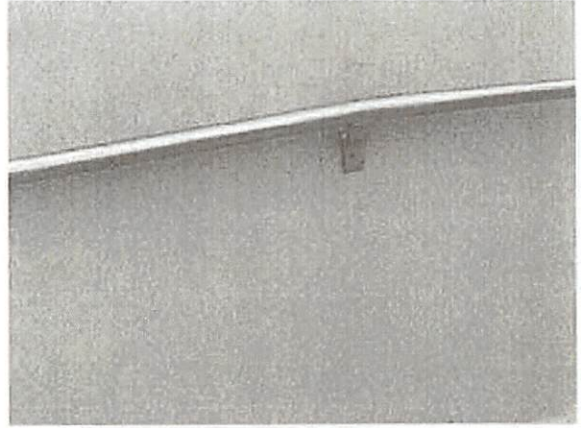
Oct 16, 2017 at 3:20pm



Oct 16, 2017 at 3:20pm



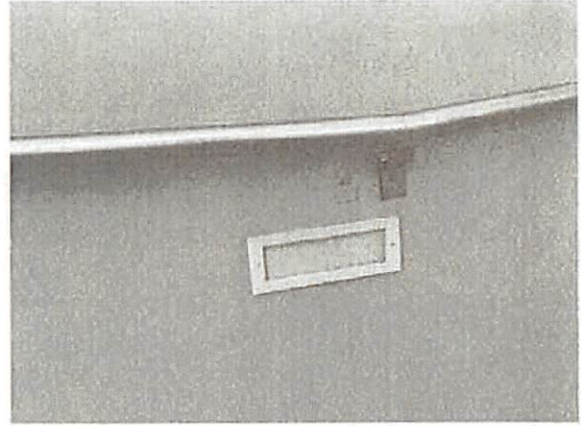
Oct 16, 2017 at 3:21pm



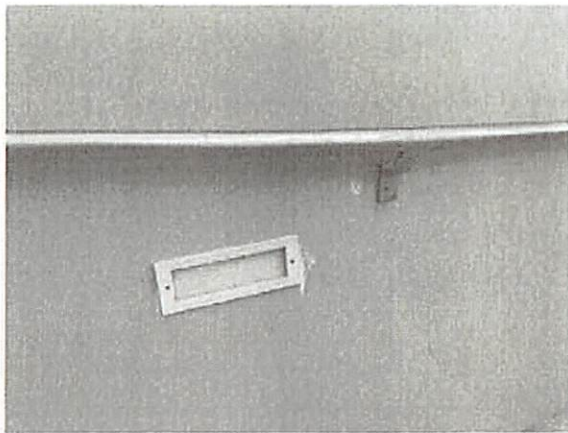
Oct 16, 2017 at 3:21pm



Oct 16, 2017 at 3:21pm

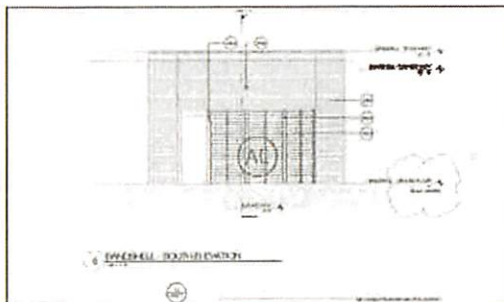


Oct 16, 2017 at 3:22pm



Oct 16, 2017 at 3:22pm

#564 Aluminum Arch Louvers / Guard



Sheet
Ab2.1

Location
Park West Lot

Status
Open

Created
Oct 16, 2017 at 3:16pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:26pm

Description

Architectural Louvers not installed -
no schedule has been provided for
installation

Photos



Oct 16, 2017 at 3:16pm

#563 Paint Touch Up



Sheet
A1.0

Location
Park Shelter #2 - Sheet A1.0

Status
Open

Created
Oct 16, 2017 at 3:08pm
merc@wjarc.com

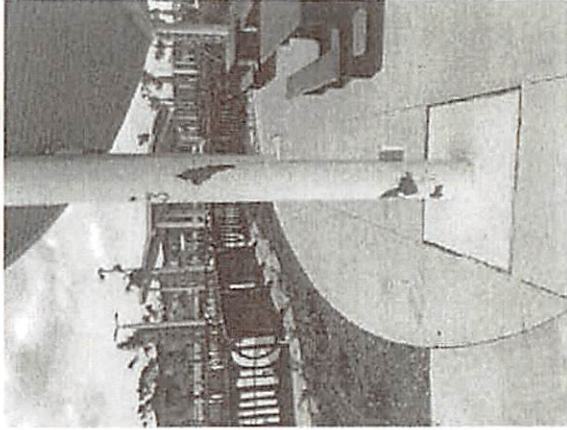
Last Updated
Oct 17, 2017 at 5:27pm

Description

Column paint is peeling - prepare surface and provide base coat and paint as necessary to avoid this issue

1407.00 Doral Legacy Park

Photos



Oct 16, 2017 at 3:08pm

#562 Paint Touch Up



Sheet
A1.0

Location
Shelter # 3 on Sheet A1.0

Status
Open

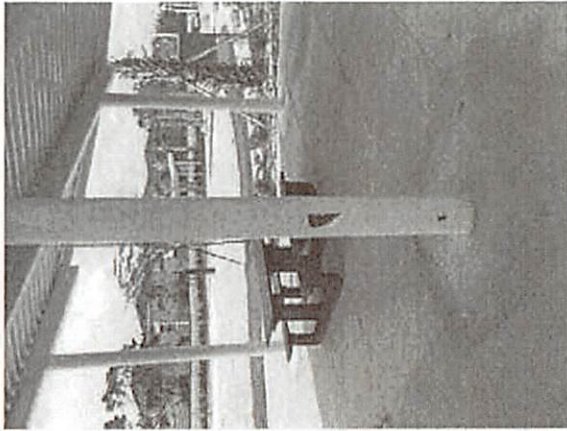
Created
Oct 16, 2017 at 3:05pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:27pm

Description

Columns Paint is peeling - apply base coat and paint as required

Photos



Oct 16, 2017 at 3:05pm

#560 Splash Pad Feature



Sheet
A1.0

Location
Park west lot - Splash Pad

Status
Open

Created
Oct 16, 2017 at 2:44pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:28pm

Description

Splash Pad Scope is incomplete - water jets and lights missing
final Heath Department approval pending - paint need touch up after final installation of all equipment

Photos



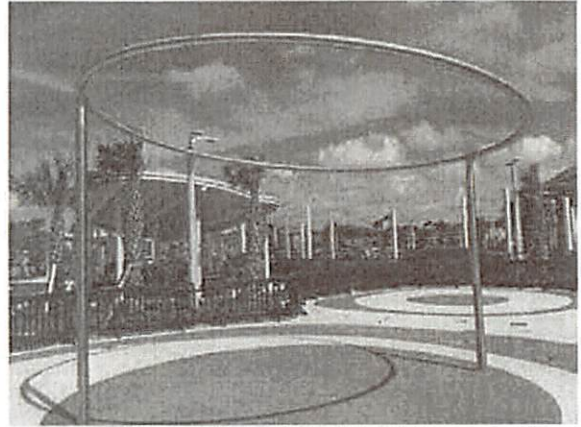
Oct 16, 2017 at 2:45pm



Oct 16, 2017 at 2:45pm

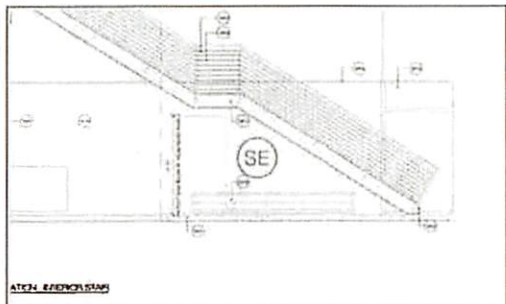


Oct 16, 2017 at 2:45pm



Oct 16, 2017 at 2:49pm

#559 Special Equipment



Sheet
A7.2

Location
117 Commons - Convenience
stair - ground floor headroom
protection

Status
Open

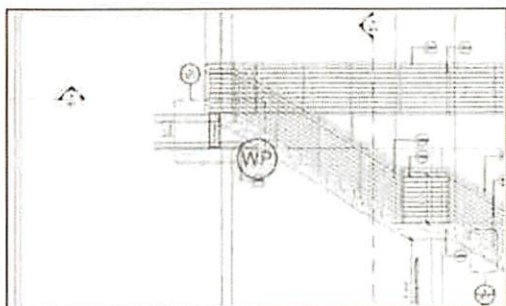
Created
Oct 16, 2017 at 2:34pm
mercerc@wjarc.com

Last Updated
Oct 16, 2017 at 2:34pm

Description

Locate bench as per A7.2 location elevations

#558 Exterior Water Proofing



Sheet
A7.1

Location
North and South Exterior Stairs

Status
Open

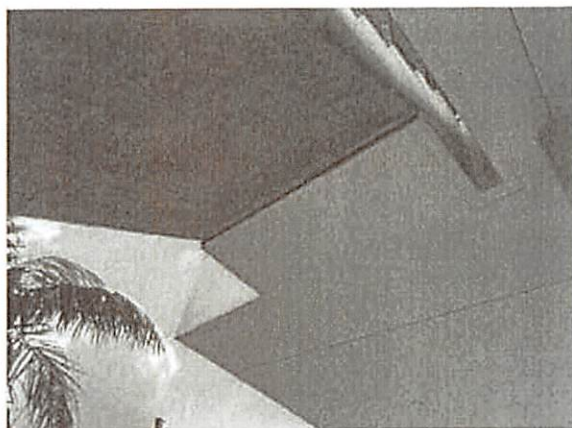
Created
Oct 16, 2017 at 2:30pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:28pm

Description

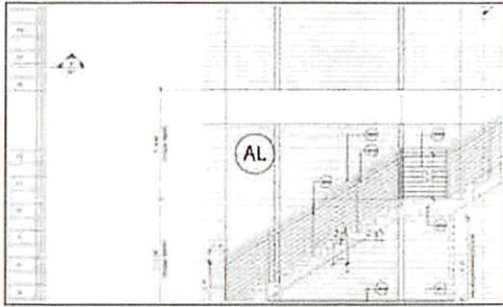
Sealant and backer rod missing at ceiling and stair joint - refer to detail 10 on A7.1

Photos



Oct 16, 2017 at 2:30pm

#557 Aluminum Arch Louvers / Guard



Sheet
A7.1

Location
North side of Recreational
Building

Status
Open

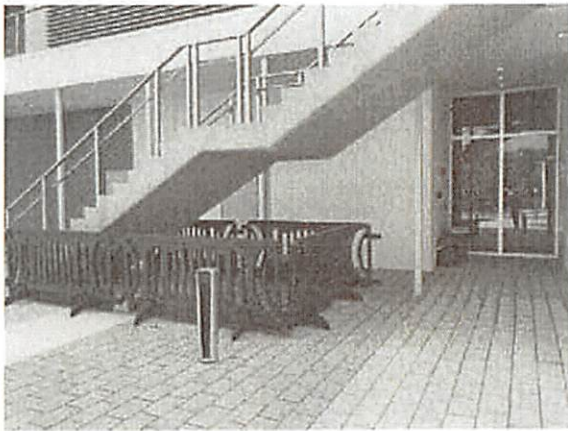
Created
Oct 16, 2017 at 2:22pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:30pm

Description

Ground floor portion of louvers not installed - submittal corrections are pending

Photos

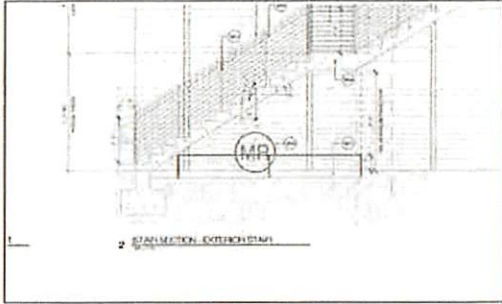


Oct 16, 2017 at 2:22pm



Oct 16, 2017 at 2:30pm

#556 Metal Railing



Sheet
A7.1

Location
North Exterior Stair - Ground
Floor headroom / cane rail

Status
Open

Created
Oct 16, 2017 at 2:17pm
mercerc@wjarc.com

Last Updated
Oct 17, 2017 at 5:31pm

Description

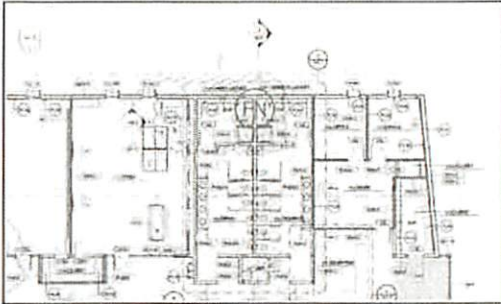
Headroom protection and cane rail detection not installed, submittal pending - has temp. plastic guard

Photos



Oct 16, 2017 at 2:22pm

#555 Furniture



Sheet
A2.1

Location
Rooms 109A & 108A

Status
Open

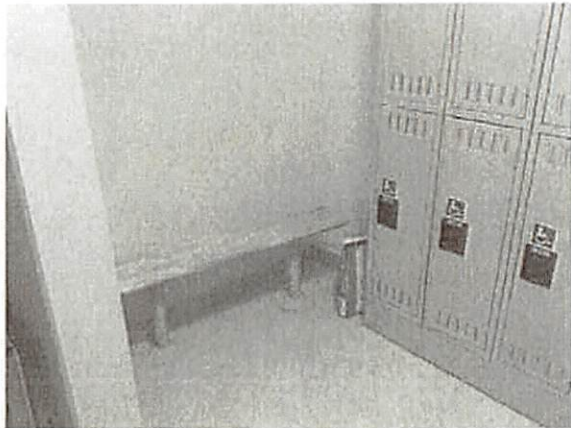
Created
Oct 16, 2017 at 2:10pm
mercerc@wjarc.com

Last Updated
Oct 16, 2017 at 2:10pm

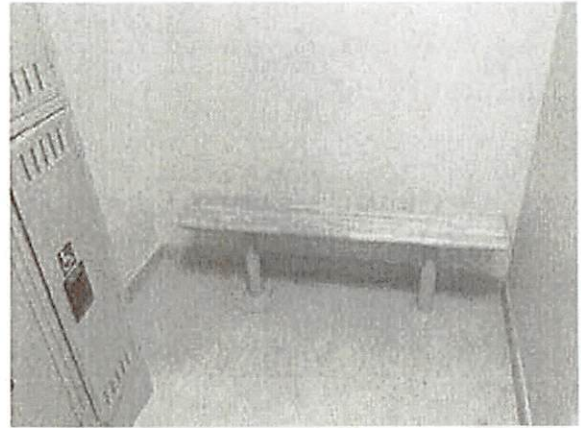
Description

Benches need to be anchor to the floor

Photos

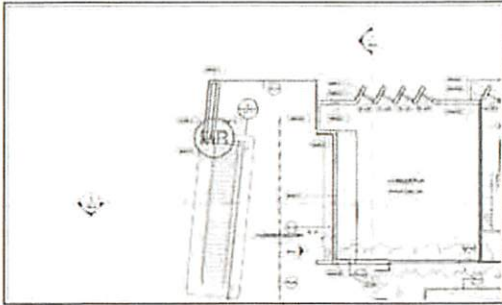


Oct 16, 2017 at 2:10pm



Oct 16, 2017 at 2:10pm

#554 Metal Railing



Sheet
A2.2

Location
Exterior Stair - South

Status
Open

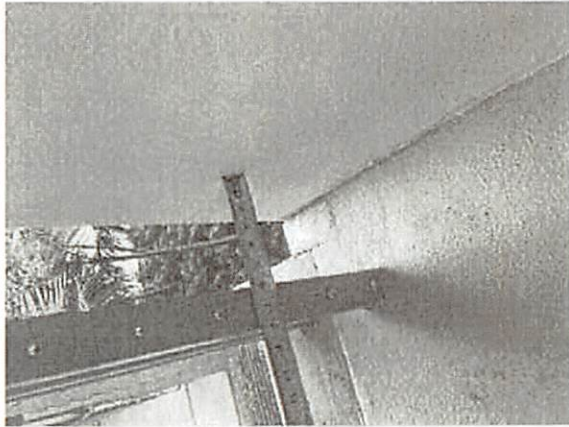
Created
Oct 16, 2017 at 2:05pm
mercerc@wjarc.com

Last Updated
Oct 16, 2017 at 3:51pm

Description

Guardrail separation from wall - more than 4 inches

Photos



Oct 16, 2017 at 3:51pm



FIELD REPORT

FT. MYERS OFFICE
GULF COAST OPERATIONS
13099 S. Cleveland Ave Ste 500
Fort Myers FL 33907-3869
239-275-4240 • Fax 239-275-3511

PROJECT NAME: Doral Legacy Park - Fitness Center

FIELD REPORT NO.: MEP/FP-03

CLIENT NAME: Wannemacher Jensen, Architects Inc.

PROJECT No.: 714029

REPORT DATE: 08/03/2017

FIELD VISIT DATE: 08/02/17 TIME: 9:30 am WEATHER: Warm/Humid TEMP RANGE: High 70's

SITE LOCATION: Doral City, Florida

PRESENT AT SITE: Baltimore Construction, Jim Wing - TLC Engineering,

WORK IN PROGRESS:

(M) Mechanical, (E) Electrical, (P) Plumbing, (FP) Fire Protection, (GC) General Construction

GENERAL COMMENTS: DARK BOLD ITEMS ARE NEW. LIGHT GRAY ITEMS ARE PRIOR COMMENTS NOT COMPLETED.

- (M,E,P,FP) THE PURPOSE OF TODAY'S SITE VISIT TO IS TO REVIEW BUILDING PROGRESS FOR A FINAL COMPLETION. TLC DOES NOT CONSIDER THAT THE PROJECT SHOULD BE ACCEPTED AS COMPLETE. COMMENTS ARE LISTED BELOW.**
- (M,E,P,FP,GC) MUCH OF PRIOR SUBSTANTIAL COMPLETION PUNCH LIST ITEMS HAVE NOT BEEN ADDRESSED. MORE ITEMS HAVE BEEN ADDED FOR CORRECTIONS AND CLARIFICATIONS.**
- (M,P,FP) ALL PIPING PENETRATING FINISHED WALLS NEED TO HAVE PIPE ESCUTCHEON COVERS INSTALLED ON FLOORS WALLS AND CEILINGS. SEE CONTRACT SPECIFICATIONS SECTIONS.**
- (M,E,P) ALL EQUIPMENT AND PIPING WITH AND WITHOUT INSULATION TO HAVE PROPERLY IDENTIFIED LABELING ON EXPOSED AND CONCEALED AREAS ENTERING ROOMS AND SPACES. THIS INCLUDES ALL DUCTWORK WITH OR WITHOUT INSULATION EXPOSED OR CONCEALED. SEE CONTRACT SPECIFICATIONS SECTIONS.**
- CONTRACTOR(S) ARE REMINDED THAT APPROVED PROJECT CLOSE OUT DOCUMENTS ARE REQUIRED TO BE SUBMITTED AND APPROVED BY TLC ENGINEERING DESIGN TEAM. THIS INCLUDES AS BUILT DRAWINGS, OPEFRATION AND MAINTENANCE MANUALS, TEST AND BALANCING REPORTS, ATC CONTROL MANUAL AND AS BUILT DRAWINGS.**
- (E) ALL WALL J-BOXES THAT ARE FUTURE OR FOR OWNER USE. SHOULD HAVE PROPER COLORED COVER PLATES.**
- (GC) CHILLER YARD WALL ENCLOSURE APPEARS TO POND WATER ON CHILLED WATER PIPING SIDE. CONTRACTOR SHOULD REVIEW DRILLING SEVERAL WEEP HOLE AT SLAB FOR DRAINAGE?**

GENERAL SITE OBSERVATIONS:

First Floor Areas:

Main Lobby 101:

Work Room 105:

Room 124-A

- (FP) Sprinkler pipe flow switch cover needs remounting**
- (M,E) White data cabling requires terminating in j-box and cover provided.**

Room 105:

- (P) PVC clean out cap requires chrome plated wall clean out.**

DATA Room 126:



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(E) Fire alarm j-box need box cover.

Main Corridor 127:

Corridor 117:

Play Area room 112:

Storage Room 112A

1. (M) Ductwork needs ID labeling

Family Room 115

Room 111:

Room 111A:

1. (M) Ductwork needs ID labeling.

Room 110A:

1. (M) Ductwork needs ID labeling
2. **(M) Ductwork insulation need repair.**

Shower Room 110A:

Janitor Room 107:

1. (E) Light switch cover missing.
2. (P) All plumbing piping and shutoff valves need ID labeling.
3. (P,FP) Piping penetrating finished walls provide escutcheon covers.
4. **(M) Duct needs ID Label**

Women Room 108:

Women Locker Room 108A:

Gym Floor Area:

1. **(FP) Remove orange plastic cover from sprinkler head behind corridor wall.**
2. **(E) Provide cover on J-box over DATA room door.**
3. **(M) Gym relief ventilator curb insulation exposed should have been sealed, with mastic or silver tape**

Aerobics Room 111:

1. **Ductwork insulation needs repair and ID labels.**

DATA Room 126:

1. (E,GC) Clean room and equipment
2. (E) Seal floor sleeves after cable installation.

Storage Room 124A:

1. (P,FP) Pipe escutcheon cover on pipes
2. (P) Plumbing pipes need ID labeling

Concession 118:

1. **(P,GC) Clean and polish floor clean out cover.**
2. **(M) Dry food storage room. Ductwork needs ID labels**

Trash Room 121:

1. **(E,GC) Clean room and remove all stored equipment and materials.**



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2. (E) Fire alarm j-boxes need covers high on wall.

Multi-Purpose Room 123:

- 1. (E) TV boxes behind both TV station should have properly supplied wall covers installed.**
- 2. (E) Back (stage) area floor DATA box needs cover.**

Future room 123A:

- 1. (M) Ductwork openings need grilles, registers or bird screen over opening.**
- 2. (M) Chilled water pipe hangers need pipe saddles at hangers.**
- 3. (E) Receptacles, light switches, j-boxes need cover and wiring completed.**
- 4. (P) Plumbing pipes penetrating walls need escutcheon covers**
- 5. (P) Plumbing piping needs ID labeling**

DATA Room 122:

- 1. (P) Plumbing pipes need pipe escutcheon covers.**
- 2. (E,GC) Clean room and remove all stored materials.**

Mechanical Room 119:

- 1. (M,GC) Clean room and equipment, including inside and tops of equipment and ductwork and piping.**
- 2. (M) All equipment needs ID labeling (AHU, VFD, FAN, ATC Panels, HWH Circ Pump, piping and ductwork)**
- 3. (GC) Remove wood walkway off sprinkler piping?**
- 4. (M) Repair damaged duct insulation on back side**
- 5. (GC) Clean back side of AHU.**
- 6. (M) Repair damaged chilled water pipe insulation at strainer.**
- 7. (M,P,FP) Provide pipe escutcheon covers**
- 8. (M) Outside air duct needs duct insulation installed. Room is very cold and air is condensation inside ductwork.**
- 9. (P) Plumbing pipe labeling off pipes.**
- 10. (P) Complete hot water pipe insulation.**

Second Floor Areas:

Room 211 & GYM:

- 1. (M) Mechanical temperature/CO2/Humidity sensor outside room 211 door in corridor. Device needs properly typed ID label. NO hand written words.**
- 2. (M) Mechanical temperature/CO2/Humidity sensor in GYM on corridor wall. Device needs properly typed ID label. NO hand written words.**

Outside Area 213:

Mezz. Walkway Corridor:

Room 212:

Storage Room 212A:

- 1. (M) Repair damaged duct insulation (3) places**
- 2. (M) Ductwork need ID labeling**
- 3. (FP) Pipe needs escutcheon covers**

Storage Room 211A & Room 210B

- 1. (FP) Pipe needs escutcheon covers.**
- 2. (M) Ductwork needs ID labeling**

Closet Room 210A:

- 1. (M) Ductwork needs ID labeling.**



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2. (FP) Pipe needs escutcheon cover

Toilet Rooms 208 & 209:

Janitor Room 207:

Multi-Purpose Room 204:

Electrical Room

1. (E,GC) Clean room and equipment
2. (E) Clean inside of electrical panels, panels to have properly typed breaker schedules posted and panel's covers to be ID labeled. NO hand written schedules.

Equipment Room 214A:

1. (M,E,GC) Clean room and equipment
2. (M,P,FP) All piping needs ID labeling, pipe escutcheon covers.

Elevator Room 216:

1. (E) All fire alarm device covers need properly typed ID labels. NO hand written words

Electrical Room 218:

1. (E,GC) Clean room and equipment, including inside panels.

Roof Area:

1. (M) Provide chilled water flow arrows on pipe identification labels points.
2. (M) All piping and refrigeration piping insulation using black armafex or foam insulation needs to have two (2) coats of white UV paint. Armafex insulation is drying out and cracking.
3. (M) All mechanical and electrical equipment needs to have properly identified labeling (RTU's, ACU's, Fan's, Intake / Relief Ventilators
4. (M) AHU-1 in room 214A. Chill Arrows water piping on roof needs ID Labeling include Flow arrows.
5. (M) All chilled water shut off valves are to have properly labeled identification. Valve tag charts should be posted in mechanical room 119 and chiller yard. Chiller yard chart should be in weather proof protection.

Chiller Yard:

1. (M) All chilled water piping and system water make up systems needed to have properly identified labeling posted. All shut off valves, balancing or control valves need to have ID tagging.
2. (M) A valve tag chart to be posted in yard in a weather protected enclosure.
3. (M) All piping not insulated and is rusting. Needs to be cleaned or replaced. After replacing or cleaned. Paint piping with two (2) coats of gray enamel paint.
4. (M) Remove all trash stuck to condensing coils.
5. (GC,M,E,P) Clean chiller yard and equipment.
6. (M,E) All equipment (electrical panels, disconnect switches, controllers, chiller) need properly typed identification labels.
7. (E) Electrical panels need breaker schedules, breaker numbers inside panels. Need to be in weather proof protection "waterproof" **Panels are locked, no review.**
8. (GC) Chiller Yard enclosure is ponding water. See general comments #7.

Building Exterior Areas:

Second Level Walkway:

1. (P,GC) Clean concrete trough drain along hand rail. Remove tape, paint, and mortar.

Main Electrical Room 125:I

1. (E,GC) Clean room and equipment, to include inside panels and tops.
2. (E,GC) Remove all materials not being used.



FIELD REPORT

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3. (E) All electrical panels needed to have properly typed breaker schedules posted inside panels. NO hand written schedule

Public Toilet Ticketing Building: No review done at this time. Buildings not accessible.

ITEMS TO VERIFY:

INFORMATION OR ACTION REQUIRED:

Contractor(s) are required to correct all deficiency items or respond to TLC in writing.

ATTACHMENTS:

REPORT BY: Jim Wing, Field Representative:

Distribution:

Harold Somarriba – Project Architect	Wannamaker Jensen Architects
Brett Sands P.E.- Project Manager	TLC Engineering
Lawrin Ellis P.E.- Mechanical	TLC Engineering
Tamara Rouseff – Proj. Admin	TLC Engineering
Jim Wing – Field Rep	TLC Engineering

PUNCH LIST

Project: Doral Legacy Park

Date of Walkthrough: 10/20/2017

Page: 1 of 1

CONTRACTOR: Biltmore Construction

OWNER: City of Doral

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the contract documents.

GENERAL

<u>Item No.:</u>	<u>Location</u>	<u>Description of Completion or Correction</u>
		As part of the closeout process of the ERP with SFWMD, the EOR will need to certify the development was the constructed per permit approval (e.g. drainage system, retention areas, etc.).
		Contractor to provide asbuilt (signed and sealed by a surveyor) of the following:
		<ul style="list-style-type: none"> - Pipe invert, diameter, direction, material, top and bottom elevation of pollution retardant baffles, and structure bottom elevation at all onsite/offsite Drainage structures. - Depth and length of all onsite/offsite exfiltration trench - FFE of all building structures - Delineation and detail grading of dry retention areas and perimeter berm within the park - General grading throughout the project.
1	Project Area	
2	Project Area	General site cleanup of onsite and offsite project area
3	Parking Lots	Rework asphalt to repair hairline cracks and divots found throughout the parking lots. (See image 1 for typ. example)
4	Parking Lots	Rework/restripe pavement markings through parking lots to repair wear from construction activity. (See image 2 and 3 for typ. examples)
5	Onsite and Offsite Drainage System	Clean all drainage structures and pipes to be free of debris.
6	Onsite Concrete Sidewalks	Repair hairline cracks found on concrete sidewalks. (See image 4 for typ. example)
7	Onsite and Offsite Signage	Repair all crooked and blown downed signage. (See image 5 and 6 for typ. example)
8	Offsite Concrete Valley Gutter	Replace segments of concrete valley gutter found to be cracked or broken (See image 7 for typ. example)
ROADWAY		
9	Catch basin on NW 82 ND St. near Sta: 96+50	Remove filter fabric from catch basin. (See image 8)
10	Driveway connection on NW 82 ND St. near Sta: 98+75	Rework asphalt to provide clean EOP at curb. (See image 9 and 10)
11	Valve cover on NW 82 ND St. near Sta: 102+60	Adjust valve cover to be flush with asphalt pavement. (See image 11)
12	Driveway connection on NW 82 ND St. near Sta: 105+25	Repair curb and gutter to valley gutter transition per FDOT Index 300. (See image 12 and 13)
13	Sidewalk on NW 82 ND St. near Sta: 108+00	Replace asphalt patch with new concrete sidewalk. (See image 14)
14	Driveway connection on NW 112 th Ave. near Sta: 86+00	Rework asphalt to provide clean EOP at curb.

15	NW 112 th Ave. near Sta: 80+00	Saw cut portion of concrete median and construct 4' wide concrete flume as per the response to RFI 176.
16	NW 112 th Ave. near Sta: 79+40	Remove the remaining portion of the existing stripe median.
WEST SITE		
17	Egress Driveway	Install missing right turn pavement arrow. (See image 3) Clean all pipe and mitered end walls to be free of debris. Contractor regrade the event lawn and retention areas as necessary to ensure stormwater sheet flows to the end walls invert elevation. (See image 15,16, 17 and 18)
18	Event Lawn and Dry Retention Areas	
EAST SITE		
19	Tennis and Basketball Courts	Rework pavement to eliminate bird baths. (See image 19 and 20) Contractor regrade the retention areas as necessary to ensure stormwater sheet flows towards the end walls invert elevation. (See image 21, 22, 23 and 24)
20	Dry Retention Areas	Regrade outfield and landscape bed as necessary to ensure stormwater sheet flows towards the catch basins located along the perimeter of the outfield. (See image 25 and 26)
21	Perimeter of Baseball Outfield	

Prepared by: Armando Lopez

Kimley-Horn and Associates, Inc.

Kimley»Horn

PUNCH LIST

Project: 114th Avenue Park

Date of Walkthrough: 10/20/2017

Page: 1 of 1

CONTRACTOR:

OWNER:

The following is a list of items to be completed or corrected by the contractor. The failure to include any item on this list does not relieve the contractor of his responsibility to complete all work in accordance with the contract documents.

<u>Item No.:</u>	<u>Location</u>	<u>Description of Completion or Correction</u>
1	Parking Lot and entrance	Replace dead Sabal palms. See image 1, 2 and 3
2	Check for trees needing re staking – Parking Lot and overall site	Check for trees needing re staking. See image 4 and 5
3	North perimeter of playground facing parking lot	Fill in Shrub gaps in front playground. See image 6 and 7
4	North east shelter	Clean and reorganize rocks at shelters. See image 8 and 9
5	Raised planters between shelters	Replace landscape on planters. See image 10 and 11
6	Sand volleyball court	Missing Coconut palms and green buttonwood trees on sand volleyball court. See image 12 and 13
7	South mound on playground	Re stake and replace missing tree at mound on playground. See image 14 and 15
8	Playground perimeter. South east	Replace shrubs on playground perimeter. See image 16 and 17
9	West side of building. Between building and playground	Replace dead tree. See image 18
10	East of open lawn	Replace shrubs. See image 19 and 20
11	North perimeter of playground	Replace dead tree. See image 21
12	South and west of Baseball field perimeter	Replace dead sabal palms. See image 22
13	By Ramp to bridge	Replace dead thatch palms. See image 23
14	Main open Lawn area	Clean lawn from weeds. See image 24
15	Main open Lawn area perimeter	Clean palms on lawn perimeter. See image 25
16	South east of open lawn	Replace bent tree. See image 26
17	South of open lawn	Clean Swale. See image 27
18	Playground	Swing set missing ADA and child's swing
19	Entire Site	Remove all weeds and trash from landscape beds
20	Pitcher's Warm Up	Remove wood edging and replace with concrete curb
21	Entire Site	Replace missing trash receptacles
22	Baseball Bleachers	Repair cracked concrete
23	Baseball Dugout	Add missing fence panel
24	Basketball Courts	Remove paint and concrete splatter from goal posts

Prepared by: Kim Misek



Kimley-Horn and Associates, Inc.

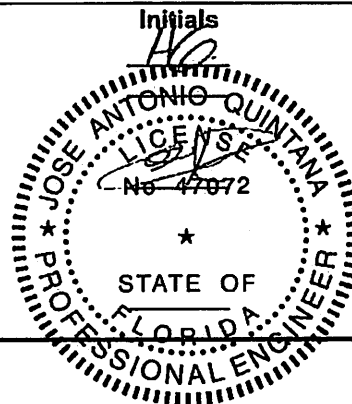
Exhibit B

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

 <p>CITY OF DORAL <i>For all the right reasons!</i></p>	<p>ROUTINE INSPECTION REPORT</p> <p>Prepared by: Marlin Engineering, Inc.</p>	 <p>MARLIN</p> <p>1700 NW 66 Avenue - Ste. 106 Phone: 305-477-7575</p>
CONTENTS OF REPORT		
<p>A. Elevation & Location Map B. Structure Level Inventory Report C. Structure Notes D. Element Notes E. Photo Section</p>	<p>F. Recommended Repairs</p>	
PREPARED FOR: CITY OF DORAL BY: MARLIN ENGINEERING, INC.		
REPORT IDENTIFICATION		
Bridge No.:	<u>Ped-1</u>	Inspection Date: <u>7/17/2018</u>
Structure Name:	<u>Not recorded</u>	
Road Name/Number:	<u>11400 NW 82nd St.</u>	
Feature Intersected:	<u>NW 114th Avenue Park</u>	
Location:	<u>250ft. South of NW 82nd. St.</u>	
Type of Inspection:	<input checked="" type="checkbox"/> Routine <input type="checkbox"/> Interim <input type="checkbox"/> Initial <input type="checkbox"/> Special	
INSPECTION CONDITIONS		
Superstr. NBI Rating	<u>8 Very Good</u>	Equipment Used: <u>Bucket Truck, Camera, Inspection Tools, Hammer, Wrenches</u>
Substruct. NBI Rating	<u>5 Fair</u>	
Plumb	<u>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></u>	
Min Lateral Clear. (ft)	<u> </u>	Elements Inspected: <u>Re. Concrete Deck / Circular Ramp</u>
Vertical Clearance (ft)	<u> </u>	<u>Steel Truss, Re Conc. Columns</u>
Special Equipment	<u>Bucket Truck</u>	<u>Bearings, Expansion Joints</u>
MOT Required	<u>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></u>	
Special Crew Hours:	<u>4 hrs x 2 inspectors</u>	Hazards: <u>Traffic</u>
Critical Deficiency Notes:	<u>None</u>	
Personnel / Title / Number		
Guzman, Armando - Bridge Inspector (CBI#407) Rodriguez, Luis - Bridge Inspector Assistance Rego, Alexis - Bridge Inspection Supervisor (CBI # 409)		
Jose A Quintana	Digitally signed by Jose A Quintana Date: 2018.08.23 11:28:17 -04'00'	
Quintana, Jose - Professional Engineer (P.E. #47072)		



PEDESTRIAN BRIDGE INSPECTION REPORT

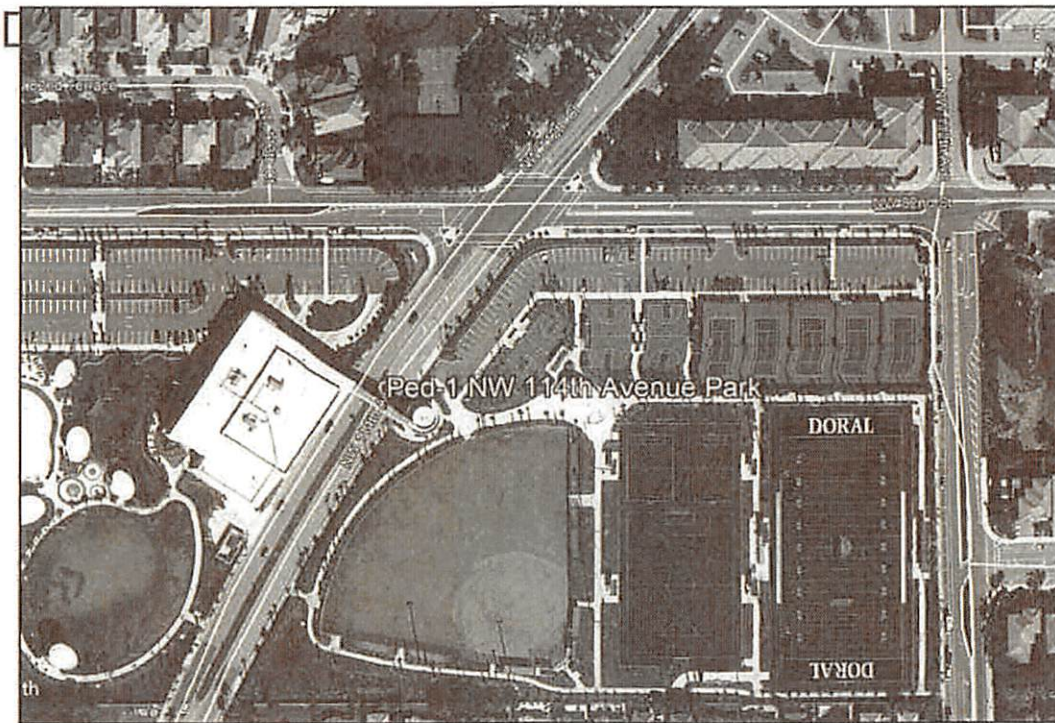
Structure No: Ped-1

Date: 7/17/2018

A: ELEVATION & LOCATION MAP



11400 NW 82nd St. at NW 114th Avenue Park, Located 250ft. South of NW 82nd. St.



A handwritten signature in blue ink, consisting of stylized initials.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 01: South Elevation



PHOTO 02: North Elevation



PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 03: Deck Overview (West entrance Looking East)



PHOTO 04: Typical Expansion Joint



PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 05: West Column Overview



PHOTO 06: East Column and Circular Ramp Overview

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 07: Deck Underside Overview



PHOTO 08: West Bearing Overview

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

B: STRUCTURE LEVEL INVENTORY REPORT



PHOTO 09: East Bearing Overview



PHOTO 10: Circular Ramp Storage (Inner View)

A handwritten signature or initials, possibly 'JP', located in the bottom right corner of the page.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

C: STRUCTURE NOTES

Notes:

_The structure is inventoried from West to East.

_The NBI Rating for the substructure is evaluated as 5 (Fair) due to deficiencies found at the bridge bearings.

It is recommended in to install a structural grout pad to strengthen bearing support in the east bearing, currently having only 30% bearing area. Available plan details were inconclusive with respect to actual bearing details. Although the east bearing detail has 24 anchor bolts, the structure is only bearing on 8 leveling nuts. There is no additional indication that deterioration, geometric changes or additional dead loads have or are impacting the structure. This only applies to this inspection dated 07/17/2018 per Jose Quintana, P.E.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: ELEMENT NOTES

Element	Quantity
<u>Re. Concrete Deck</u>	793 sf.

Note: The deck underside is not visible due to the presence of metal stay-in-place forms. Pedestrian handrail and the 1in. chain-link fence are considered incidental to this element.

CS-1:

1. The deck top exhibits a total of 10 full width transverse cracks up to 1/32in. W at random locations. (Total 65 SF) **Photo 01. NEW. NO CORRECTIVE ACTION RECOMMENDED.**

INCIDENTAL:

2. The chain-link fence attached to the south truss members is missing several connection fasteners at the following locations: (NEW)

_West end, top corner: One of four fasteners. **Photo 02.**

_Vertical members 2, 3, 4, and 5: One of four fasteners. **Photo 03.**

_East end: Two of four fasteners.

<u>Expansion Joint</u>	13 ft.
------------------------	--------

Note: This element includes the open joints covered with metal plates at the ends of the bridge deck.

No deficiencies noted during this inspection cycle.

<u>Circular Ramp</u>	1583 sf.
----------------------	----------

Note: This element includes the circular ramp slab and the storage building roof.

No deficiencies noted during this inspection cycle.

<u>Concrete Wall</u>	301 ft.
----------------------	---------

Note: This element include the storage room concrete circular wall and the 3ft. H exterior ramp wall.

CS-1:

1. The circular ramp exterior wall exhibits numerous vertical cracks full height x less than 1/64in. W, spaced at intervals ranging from 3ft. to 6ft. (Total 30 SF) **Photo 04. NEW. NO CORRECTIVE ACTION RECOMMENDED.**

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: ELEMENT NOTES

Element	Quantity
<u>Bearings</u>	2 ea.

Note: This element includes the slide bearing above the west column, and the fixed bearing above the east column.

SECONDARY:

1. Anchor bolt thread engagement on the Sliding Bearing Plates over the west column are as follows: **Photos 05 and 06. NEW.**

WEST FACE

- 3 of 8 bolts are Fully engaged with the nuts.
- 1 of 8 bolts is Flush with the nut.
- 4 of 8 bolts are 98% to 99% engaged with the nuts.

EAST FACE

- 4 of 8 bolts are Fully engaged with the nuts.
- 1 of 8 bolts is Flush with the nut.
- 3 of 8 bolts are 98% to 99% engaged with the nuts.

NOTE: Typically a minimum of two thread pitches should extend beyond the top surface of the nut.

CS-2:

2. The fixed bearing at the top of the east column is missing 16 out of 24 leveling nuts, providing only 30% bearing area on 8 leveling nuts. Available structural plans did not provide sufficient details to determine if leveling nuts were required on all anchor bolts. Typically, leveling nuts are provided on all anchor bolts. **Photo 07. NEW.**

3. Both bearings: The anchorage hardware and steel plates exhibit light surface corrosion throughout. **Photos 07 and 08. NEW.**

<u>Columns</u>	2 ea.
----------------	-------

No deficiencies noted during this inspection cycle.

<u>Steel Truss</u>	1752 ft.
--------------------	----------

Note: This element includes the painted steel truss framing members: Top and bottom chords, transverse beams, diagonal braces, and vertical members. The exterior aluminum louvers are considered incidental to this element.

No deficiencies noted during this inspection cycle.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

F: PHOTO SECTION

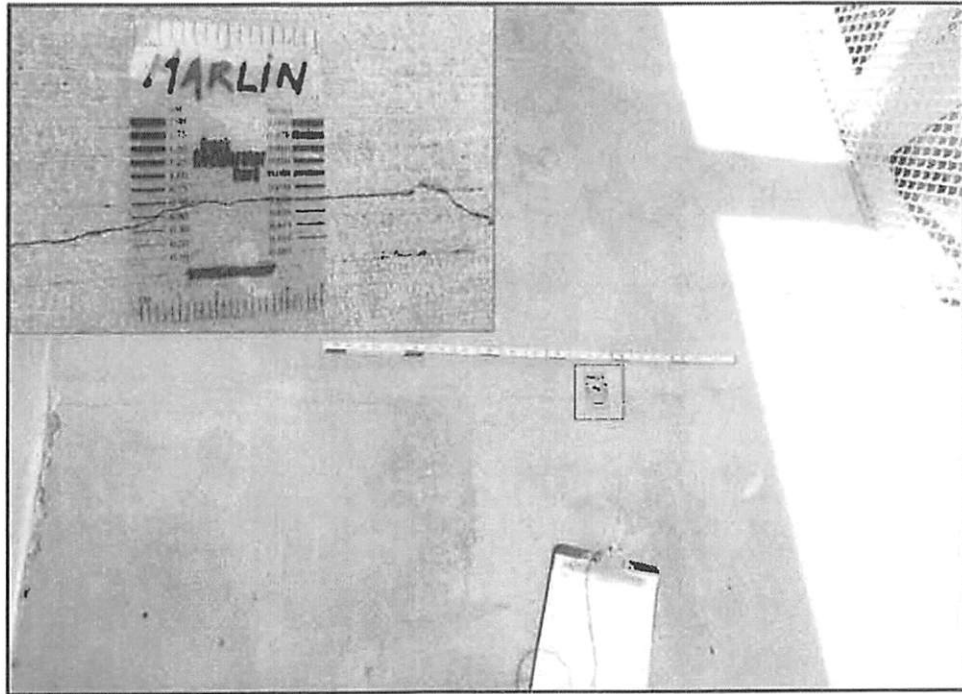


Photo 01: Typical full width transverse crack up to 1/32in. W on the deck top.

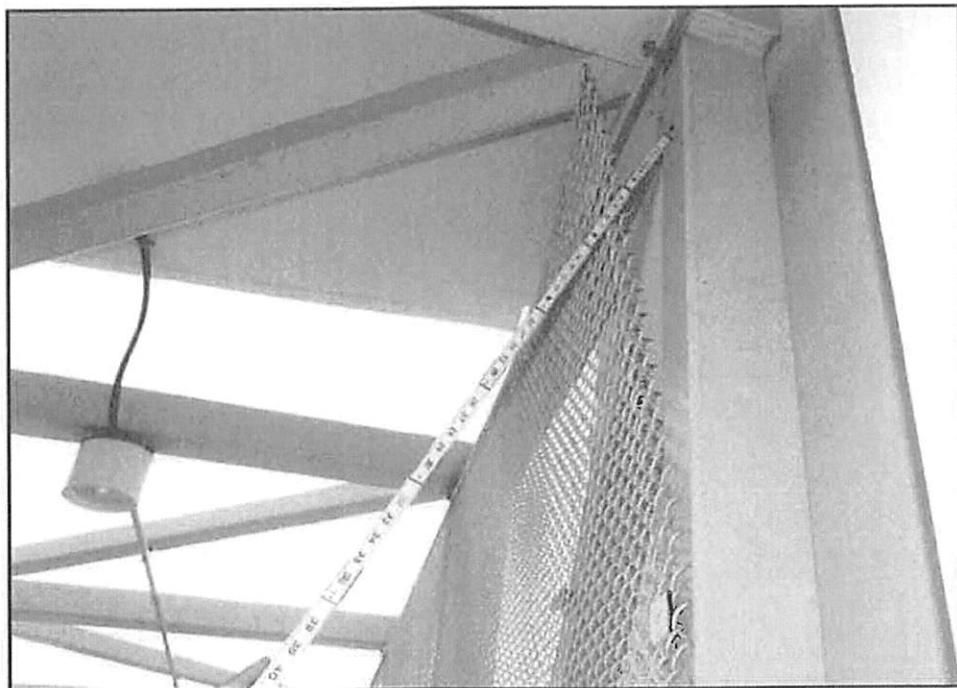


Photo 02: Missing fastener at the west end, top corner of the chain-link fence.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: PHOTO SECTION

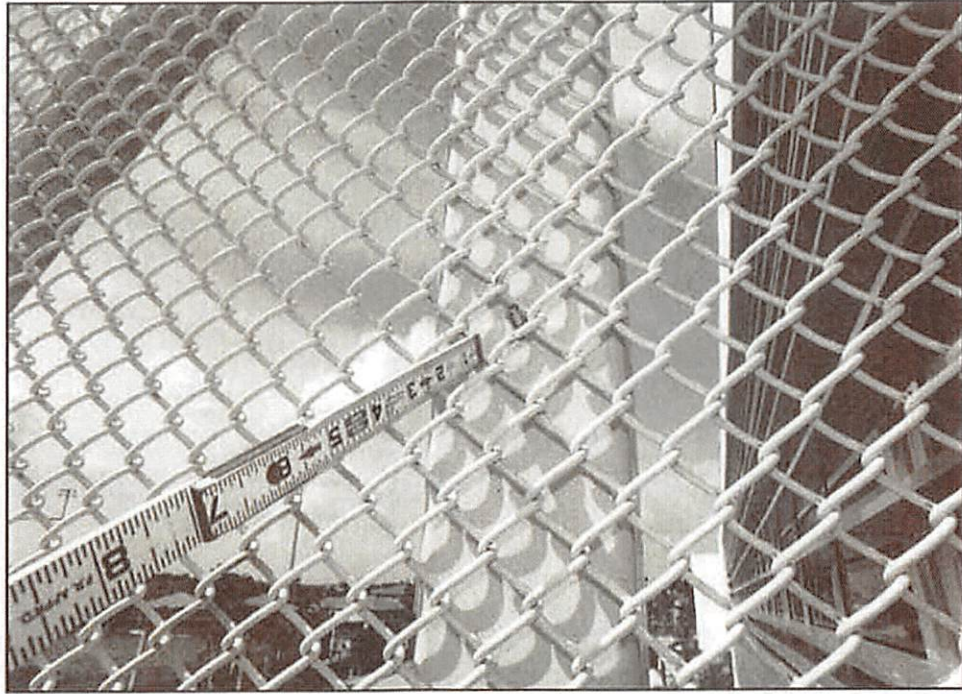


Photo 03: Typical missing connection fastener to vertical truss member on the chain-link fence. (Shown Vertical member # 2)

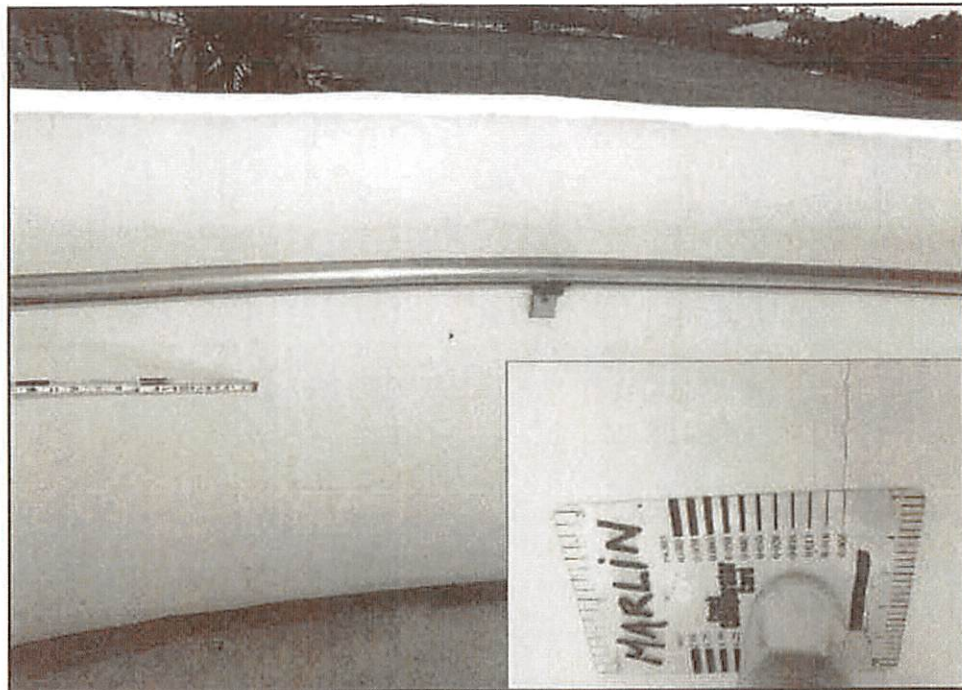


Photo 04: Vertical hairline cracks on the circular ramp exterior wall.

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PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: PHOTO SECTION

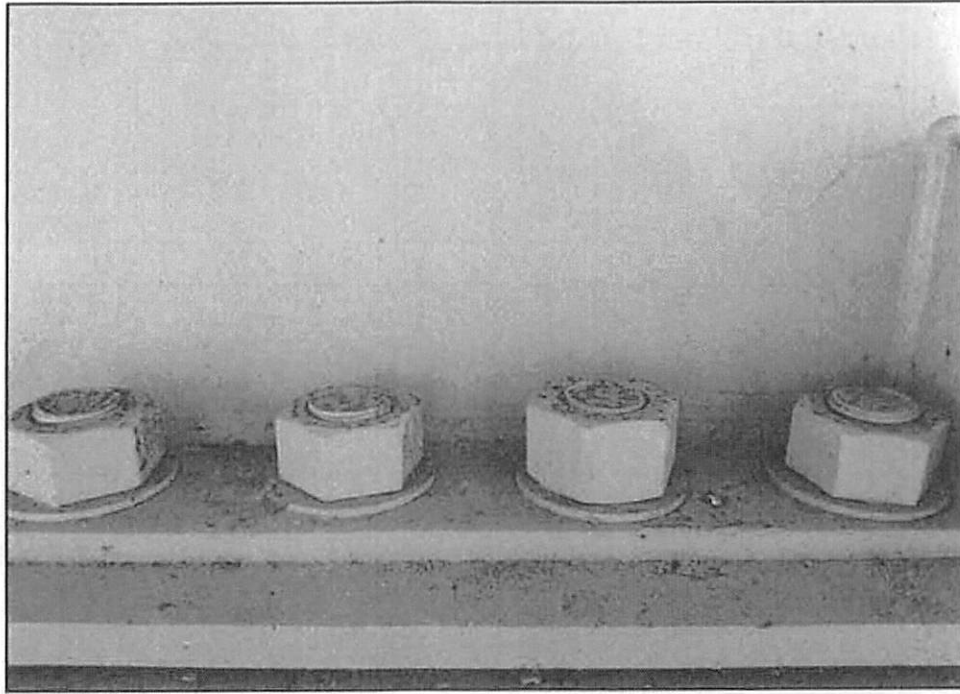


Photo 05: Typical view of the anchor bolt nuts engagement at west face of the slide bearing.

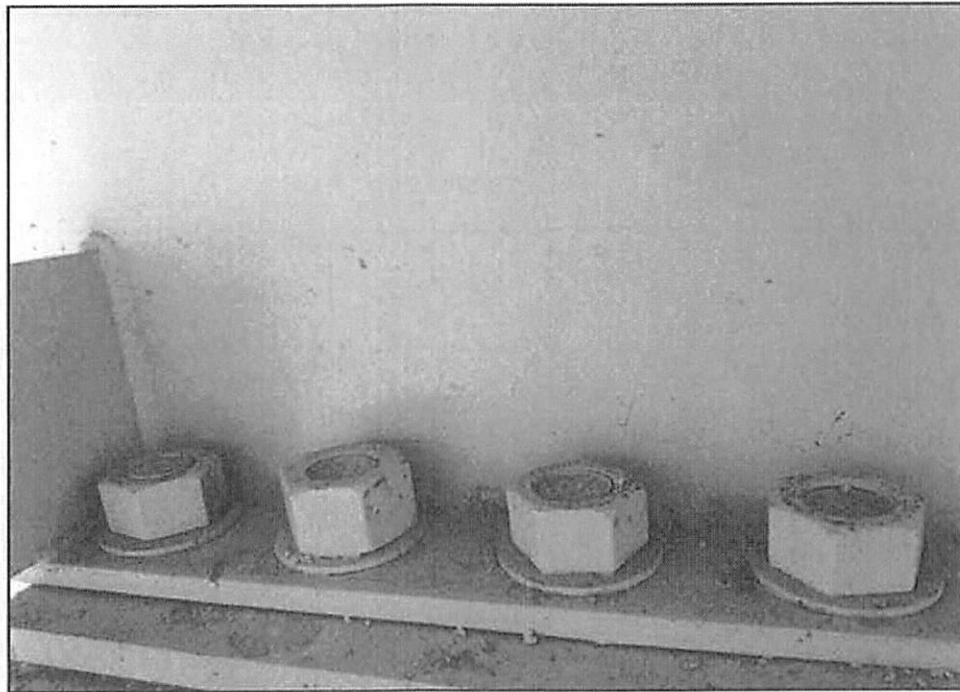


Photo 06: Typical view of the anchor bolt nuts engagement at east face of the slide bearing.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

D: PHOTO SECTION

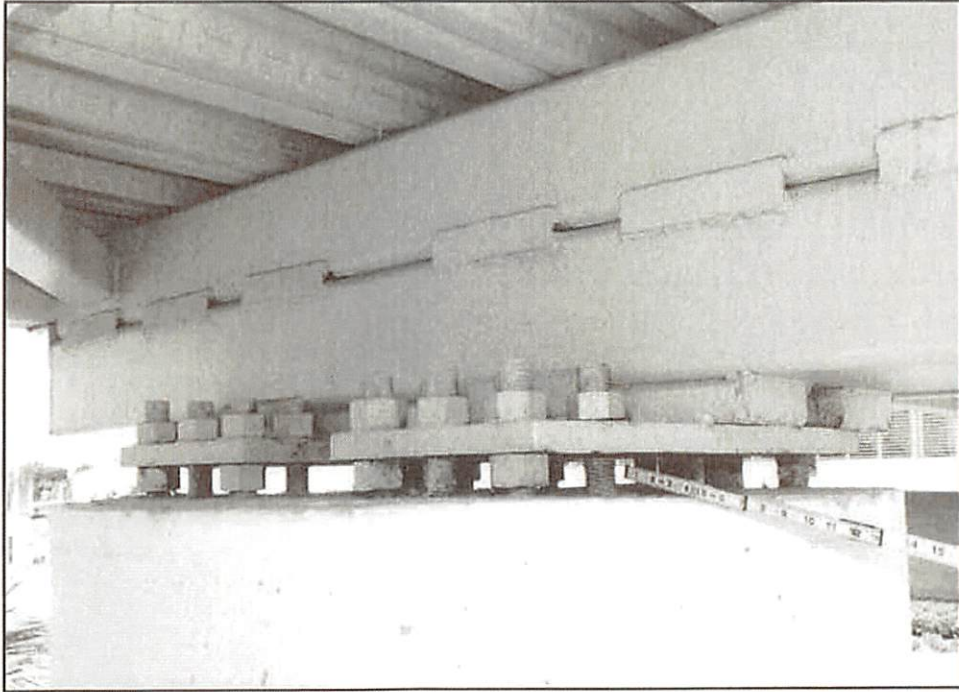


Photo 07: Only 8 out of 24 leveling nuts are installed at the fixed bearing above the east column. There is light surface corrosion on the anchorage hardware and bearing plates.

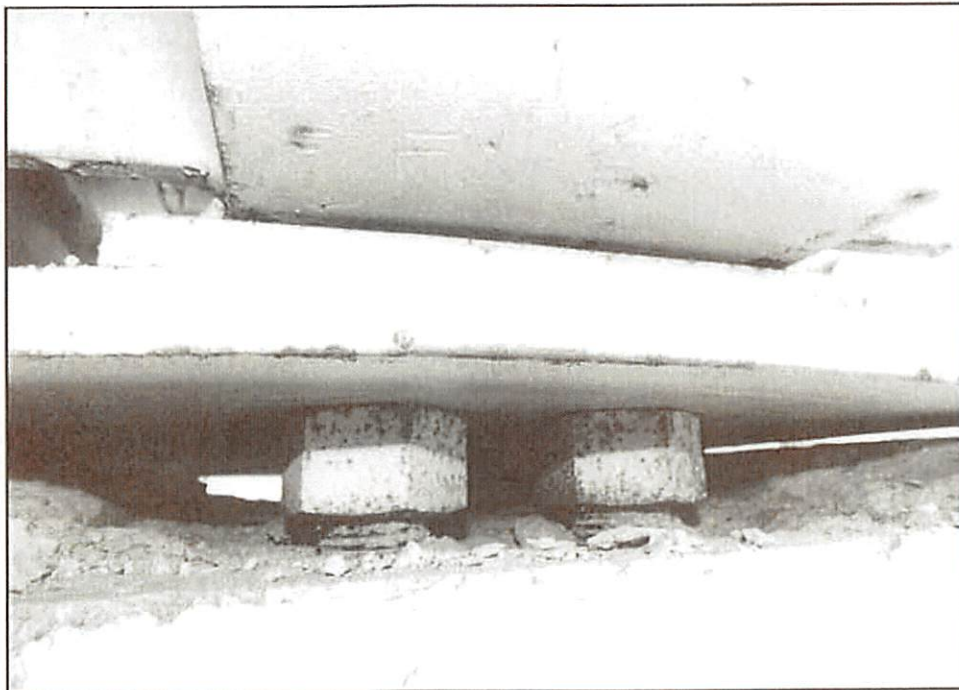


Photo 08: Light surface corrosion on the anchorage hardware and bearing plates at the slide bearing above the west column.

PEDESTRIAN BRIDGE INSPECTION REPORT

Structure No: Ped-1

Date: 7/17/2018

F: RECOMMENDED REPAIRS

Element

Re. Concrete Deck

_ Properly secure the chain-link fence attached to the south truss members. Photos 02 and 03

Expansion Joint

_ No corrective action required during this inspection cycle.

Circular Ramp

_ No corrective action required during this inspection cycle.

Concrete Wall

_ No corrective action required during this inspection cycle.

Bearings

_ Clean and coat corrosion on the bearings anchorage hardware and plates. Photos 07 and 08.

_ Install a structural grout pad underneath the east column fixed bearing due to absence of leveling nuts. Photo 07.

Columns

_ No corrective action required during this inspection cycle.

Steel Truss

_ No corrective action required during this inspection cycle.

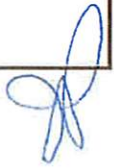


Exhibit C

Exhibit "C"



WATER SPLASH INC.
www.water-splash.com
(800) 936-3430

SPLASH PLAY PRODUCTS WARRANTY

Water Splash Inc. guarantees that all its products meet the specifications provided in the installation drawings and offers a :

25 YEAR WARRANTY on stainless steel structures and workmanship

5 YEAR WARRANTY on brass parts, spray nozzles and spray openings and high density polyethylene components

3 Year WARRANTY on coatings, moving parts, fiberglass components and on recirculation system workmanship, water wise control box, and pump box. Recirculation system components and pumps and filters are covered by their Manufacturer for the first year.

1 YEAR WARRANTY on all products and parts not listed above.

The above mentioned warranties are valid only so long as Water Splash Inc.'s installation, assembly and maintenance instructions are followed and the products are used in a normal manner and for the purposes they are designed for. The warranty is for parts and materials only.

The warranty does not cover vandalism damages and becomes void in case of any unauthorized modifications to the products. In order to present a claim, contact your local representative or call Water Splash Inc. at (800) 936-3430 and provide your project number.

PROJECT NAME:
LEGACY PARK, CITY OF DORAL, FLORIDA
PARTS EXTENDED WARRANTY START DATE:
AUGUST, 1st, 2018

WATERSPLASH INC.
412-477 State Route 11
Champlain, NY 12919