



City Hall Commission Chambers
3650 NE 12 Avenue
Oakland Park, Florida 33334

**COMMUNITY REDEVELOPMENT AGENCY AGENDA
JANUARY 15, 2020 6:30 PM**

ROLL CALL

PRESENTATIONS

* **January CRA Update**

1. PUBLIC COMMENTS

At this time any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory, and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the CRA Board, that item may be removed from the Consent Agenda and considered separately.

2. Approval of CRA Minutes: September 18, 2019 and December 4, 2019

Recommendation:

Motion to Approve

RESOLUTIONS AND MISCELLANEOUS

3. Consideration of Development and Relocation Incentive Program for AquaChamps in The Amount of \$27,455 for Improvements to the Property Located at 509 NE 43 Street, Oakland Park, Florida.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE DEVELOPMENT AND RELOCATION INCENTIVE PROGRAM APPLICATION SUBMITTED BY AQUACHAMPS FOR EXTERIOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 509 NE 43RD STREET, OAKLAND PARK, FLORIDA 33334 ; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Recommendation:

Motion to Adopt Resolution

Discussion

Vote on Motion

4. REPORTS FROM BOARD MEMBERS

ADJOURN

This meeting facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's Office at (954) 630-4300, or FAX (954) 630-4203 for information or assistance.

I, the undersigned authority, certify the above Notice of Meeting of the Community Redevelopment Agency is a true copy of the Notice posted on the outdoor bulletin board at the main entrance of City Hall, a place convenient and readily accessible to the general public at all times.

Posted: _____ By: Renee M. Shrout
Renee M Shrout, CMC
CRA Clerk

**CITY OF OAKLAND PARK, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM
REPORT**

AGENDA ITEM NO.

MEETING DATE: 1/15/2020

PREPARED BY: Kaitlyn Collier,
External Relations &
Communications Specialist

DEPARTMENT HEAD CRA
APPROVAL:

Brad Ostroff, Acting Director
Community & Economic
Development

SUBJECT: January CRA Update

- 1. BACKGROUND/HISTORY**

- 2. CURRENT ACTIVITY**

- 3. FINANCIAL IMPACT**

- 4. RECOMMENDATION**

ATTACHMENTS:

CRA Update - January 2020

January 2020

The Community Redevelopment Agency (CRA) has been working to improve its social media presence and become more active with our marketing and outreach to the community through all forms of media. Each month, the CRA will feature different themes and special content which promotes our amazing business community.

Last month, the Social Media strategy featured a special Holiday Spirit Week where our business owners were featured across all social media outlets - to display their holiday specials and products! In line with the start of 2020, this month's theme will be *New Year, New You.*



This month CRA businesses will have the ability to share something special that they will offer in Oakland Park to help us improve our lifestyle in the new year!

Business Incentive Grant Program:

Included in the Fiscal Year 2020 budget CRA staff is recommending changes to the CRA incentive grants program for businesses. This concept was presented last year to the CRA Board of Directors. Proposed changes will help simplify the application process, eliminate under performing programs, provide clear and concise program requirements for applicants, as well as,

streamline documentation protocols for both applicants and staff. The new program is under review and will be presented to the CRA Board in the upcoming months.

OAKLAND PARK BUILDING FOR OUR 2ND CENTURY

December 5th, 2019: Facilities Community

Meeting: On December 5th, the City hosted its Community Meeting at Collins Community Center

located at 3900 NE 3rd Avenue, Oakland Park, FL 33334. The meeting focused on the importance of resiliency and sustainability as the foundation for the facility bond improvements and encouraged residents to participate in facilitated small breakout groups to discuss and collaborate on solutions for various elements of the Master Plan. The Zyscovich team is reviewing all the public input and will be presenting their recommendations the first quarter of 2020.

Business Activity



La Empanada Loca, located at 4820 N. Dixie Hwy, welcomed Supreme Court Justice Sonia Sotomayor for a repeat visit. The La Empanada Loca is a homestyle restaurant serving authentic Puerto Rican food.

El Guanaco II, located at 1538 E Commercial Blvd., had its Grand Opening event on Saturday, November 30th. Due to their popularity and large number of diehard regulars, El Guanaco decided to open a second location in Oakland Park to accommodate their success.



BeWellMedSpa

Be Well MedSpa located at 1699 E. Oakland Park Blvd, recently relocated from the City of Wilton Manors to Oakland Park. All their permits have been issued and they are currently on schedule for completion. They specialize in an array of services

including cosmetic treatments, skin care, and functional medicine all done by a passionate medical team with extensive medical backgrounds.

New and Upcoming Development Projects

On January 6th , **Robert Roselli of Roselli Properties, Inc** hosted a Neighborhood Participation Meeting at City Hall regarding a proposed new business at their property located at 3407 N. Dixie Highway. The applicant is seeking a conditional use approval for Code Ninjas, a type of after school program that will teach kids technology, problem solving, through coding using a game-based curriculum.

Also, on January 6th, **Dean Sirulnik**, owner of the former Switchbox Coffee site and two west Dixie properties being renovated into restaurant bars, hosted a Neighborhood Participation Meeting at City Hall for the property located at 3557 N. Dixie Highway. The applicant is looking to construct a mixed-use building that includes a ground floor restaurant/bar and two second floor residential dwelling units.

Business Meetings



The Oakland Park Business Group hosted a special Holiday celebration on Friday, December 20th at Bahama Breeze. The date for their January meeting is to be determined.



The December Downtown Partners Meeting was held on Tuesday, December 10th, 2019. The meeting was hosted by Champions World Boxing & Fitness, located at 3483 NE 12th Terrace. This was the Downtown Partners’ first “Big Ideas” meeting where business leaders in the community were able to provide ideas and begin creating collaborative partnerships with the city and each other.

The next Downtown Partners meeting is scheduled for Tuesday, February 18th, from 8:30a.m. to 9:30a.m., location is to be determined. These meetings are open to the community and any members of the public interested in learning more about projects in the downtown and throughout the City that drive economic development.



The 4th Annual Oakland Park **Holiday Village** was held on December 6th & 7th, at Jaco Pastorius Park. An estimated 3500 attendees enjoyed a Snow Mountain, The Holiday Village Carousel, Children’s Craft Activities, an Ice-Skating rink, the Shoppers’ Market, along with a Christmas tree decorating competition and visits from Santa.

This year’s winners of the Christmas Tree Decorating Competition were:

Best Traditional Tree: Sal’s Towing

Best Children’s Tree: El Guanaco

Best Florida Tree: Stoked on Salt

People’s Choice Tree: Sal’s Towing



The 3rd Annual Oakland Park **Soul Fest** will take place on Friday, February 7th, 2020, at Jaco Pastorius Park from 6:00 p.m. to 10:00 p.m. This free community event will feature live entertainment, cultural performances, cultural dining experiences, children’s activities, and more.



The 4th Annual Taste of Oakland Park will be held on Friday, February 28th, 2020 at Jaco Pastorius Park, from 6:00 p.m. to 9:00 p.m. Taste of Oakland Park is a celebration of food and drink, featuring some of Oakland Park's finest restaurants and local and national beverage vendors. Admission tickets are available through online presale for \$15, children 12 and under are admitted free. Tickets are available for purchase online at www.eventbrite.com. A limited number of tickets will be available for onsite purchase for \$20 per ticket and advance ticket purchase is highly recommended. For more information, please visit www.oaklandparkfl.gov

URBAN farming INSTITUTE GROWN IN OAKLAND PARK, FLORIDA



The Urban Farming Institute offers garden rentals for both residents and non-residents. Registration is done through the Parks and Leisure Services Department located at City Hall. The season runs now through May so be sure to claim your spot!



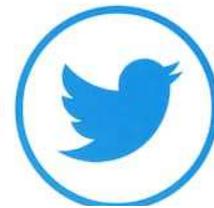
The Urban Farming Institute was recently selected as a Preceptor Site for the Nova Southeastern University Registered Dietician Nutritionist Graduate Level Programming. UFI will be the leading adjunctive educational resource for Nova.



Haven't seen the new CRA website? Please visit us at www.OPCRA.com. We've improved the overall experience to make it easier to access resources, documents, events and more. You can also sign up for CRA news and updates.



Follow the CRA on Facebook, Instagram, and Twitter:



@Oakland Park CRA @Oaklandparkcra @OaklandPrkEvents

**CITY OF OAKLAND PARK, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM
REPORT**

AGENDA ITEM NO. 2.

MEETING DATE: 1/15/2020

PREPARED BY: City Clerk's Office **DEPARTMENT HEAD** CITY CLERK

APPROVAL:

SUBJECT: Approval of CRA Minutes: September 18, 2019; December 4, 2019

- 1. BACKGROUND/HISTORY**

- 2. CURRENT ACTIVITY**

- 3. FINANCIAL IMPACT**

- 4. RECOMMENDATION**

ATTACHMENTS:

9-18-19 CRA minutes
12-4-19 CRA minutes



City Hall Commission Chambers
3650 NE 12 Avenue
Oakland Park, Florida 33334

DRAFT MINUTES
COMMUNITY REDEVELOPMENT AGENCY MEETING
SEPTEMBER 18, 2019, 8:00 P.M.

The regular meeting of the Community Redevelopment Agency of the City of Oakland Park, Florida was called to order at 8:00 p.m. by Chair Guevrekian.

ROLL CALL

Present:

Chair Sara Guevrekian
Vice Chair Matthew Sparks
Board Member Jane Bolin
Board Member Michael Carn
Board Member Tim Lonergan

Also Present:

Executive Director David Hebert
CRA Attorney DJ Doody
CRA Clerk Renee M. ShROUT

PRESENTATIONS

September CRA Update

Jennifer Frastai, Director of Engineering and Community Development, Brad Ostroff, Assistant Director of Administration and Operations and Renee Miller, R. Miller Consulting Group provided staff update.

Ms. Miller presented that the Community Redevelopment Agency (CRA) has seen a 23% growth in its tax base over the past two years due to increased development, greater investment in the redevelopment projects in the Downtown, and strong economic growth. Currently in year three of the five year Strategic Plan, there is however a gap in services to the business community as the CRA nears the last two years of its Strategic Plan. To address the gap, organizational structure changes have been made which include small business assistance, capacity building and business attraction and retention in the Downtown.

Ms. Frastai continued the presentation stating processes have been streamlined to enhance the customer experience to attract new businesses, offer capacity building to small businesses, retain business in the Downtown and improve branding and marketing.

Mr. Ostroff continued noting new programs were implemented including the Business Concierge Service in which staff assists businesses in the navigation of the planning and permitting processes and sell the Oakland Park experience to prospective businesses coming to the CRA utilizing the Colliers Report. Mr. Ostroff along with Ms. Kaitlyn Collier, External Relations and

Communications Specialist, will be the primary liaisons and export internal communications to businesses as they navigate the required processes. Mr. Ostroff also introduced Small Business Support, a program highlighting an external community business consultant to educate the local business community by hosting quarterly seminars on the City's processes and regulation.

Ms. Frastai subsequently shared the CRA has improved its branding and marketing with the launch of its new website on October 22, 2019 at the Downtown Partners meeting. Ms. Frastai also announced the CRA will enhance its social media reach by utilizing Constant Contact, an email database capable of sorting business email contacts by use.

Ms. Frastai also stated a monthly Real Estate Snapshot Report will be available on the website featuring a GIS map of all properties recently purchased, for sale and for lease, in an effort to educate business owners before significant resources are invested in a business plan incongruent with the City's vision-

Ms. Miller presented a new initiative to introduce prospective investors to the CRA using the Real Estate Market Analysis with the City's readily available economic data, conveniently on the website and easier to transmit.

Mr. Ostroff announced the CRA will streamline Business Incentive Grant Programs processes to ensure they are easily navigable by applicants and Ms. Frastai stated the parking policy review is underway. Mr. Ostroff reported new business activity: Hart to Hart Dental, located at 3425 N. Dixie Highway in the Downtown, hosted its ribbon cutting July 31; Art in Oakland Park, an art studio located at 300 NE 44 Street, held its grand opening, widely attended by over 50 people, September 15. The establishment offers art classes to children and adults; Bulegreen Café Yard's experiencing continued success, an outdoor café located at 3299 N. Dixie Highway.

Ms. Frastai provided an update on several properties transforming in the Downtown. 3553 and 3555 N. Dixie Highway were both approved for redevelopment into a bar and restaurant-bar, respectively; additional improvement is taking place at 3569 N. Dixie Highway. The scope of work includes the conversion of the six existing bays into three units and is under consideration for a façade grant; 3655 N. Dixie Highway is under construction and proposed interior and exterior improvements. Twelve properties are currently in either the Development Review Committee process or under construction; the City continues to further the CRA and Transportation Mobility Plan with focus on several CRA corridors and mobility improvements; the NE 34th Street Parking Lot and Andrews Avenue projects are complete; Wimberley Field lights are under construction and in design; and several projects are in design. Ms. Frastai stated the CRA is exploring more multimodal options to achieve connectivity in and around the Downtown.

Mr. Ostroff continued the presentation with the following update on CRA business meetings: the Oakland Park Business Group hosted their monthly meeting August 28, at Inchoate Art Gallery, located at 421 NE 44 Street. The next meeting will be September 25 at 6:15 p.m. at PNC Bank,

located in Northridge Shopping Center (999 E Commercial Blvd); Ms. Frastai announced the CRA will host the upcoming Downtown Partners Meet & Greet October 22, 2019, 8:30 a.m. to 9:30 a.m. at Jaco Pastorius Community Center during which the aforementioned new website and initiatives will be launched. The Greater Fort Lauderdale Chamber of Commerce and Oakland Park/Wilton Manors Uptown Council will participate in the meeting.

Mr. Ostroff concluded the presentation with the following event updates: the 2nd annual Summer Nights series, held June 14, July 12 and August 9, was a success. Movie nights offering movies and snacks were well attended; Oakland Park Latin Fest will be held Friday, September 20 from 6 – 10 p.m. at Jaco Pastorius Park, located at 4000 N. Dixie Highway; Oktoberfest will be held October 4 – 6 also at Jaco Pastorius Park; the Urban Farming Institute (UFI) continues to offer its popular course, Hydroponics 101, and registration is open for the Oakland Park Community Garden.

Commissioner Lonergan thanked staff for the presentation. He also requested a cheat sheet of all new programs for Board Members to promote and educate the City and the County on the new information. City Manager Hebert stated the cheat sheet would be available after the adoption of the next fiscal budget as programming will take place in FY2020. Board Member Lonergan also received a call from Mr. Richard Becker, new owner of 3301 N. Dixie Highway, complementing staff for their helpfulness.

Board Member Bolin was pleased with the presentation and thanked staff for their efforts.

Board Member Carn was delighted and stated “economic development has come to Oakland Park” and recommended the following: staff engage SCORE for advice and to assist in the screening of the prospective external communications consultant; to connect with David Coddington, Vice President of Business Development, Greater Fort Lauderdale Alliance (BRAVO) for outreach and retention purposes. Board Member Carn applauded staff’s proactive steps taken in the Parking Policy Review.

Vice Chair Sparks thanked staff for their efforts in streamlining business processes.

Chair Guevrekian clarified admission for Oktoberfest is \$5. She also stated she was pleased with changes presented by staff. Chair Guevrekian requested to stay abreast with the Downtown Mixed-Use Evaluation Process and OP3D process. City Manager also stated Mr. Ostroff will monitor the Business Concierge Service while Ms. Frastai will oversee the overall Community Redevelopment Agency.

1. PUBLIC COMMENTS - At this time any person will be allowed to speak on any matter that pertains to City business for a length of time not to exceed four minutes per person.

Steve Arnst – 1860 NW 40 Court – Mr. Arnst found presentation exciting and inquired if any of the profit from selling the West Dixie lots could be used to pay the \$4.8 million in capital program promissory notes.

Mitch Rosenwald - 1353 NE 34 St. – He stated a CRA staff member should be attending retail trade shows to sell Oakland Park.

CONSENT AGENDA Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one Motion; however, if discussion of an item is requested by the CRA Board, that item may be removed from the Consent Agenda and considered separately.

2. Approval of Minutes – May 15, 2019

Under Public Comments in the May 15 meeting minutes, Chair Guevrekian recalled that Lisa Marie Jones had indicated that she did not want a rail station in her backyard.

Vice Chair Sparks moved to approve the Consent Agenda, with the minutes as amended, if needed after review. Board Member Lonergan seconded the motion, which prevailed by the following vote:

YES: Board Member Bolin, Board Member Carn, Board Member Lonergan, Vice Chair Sparks, Chair Guevrekian

RESOLUTIONS AND MISCELLANEOUS

3. Consideration of Façade/Landscaping and Business Site Improvement Program for 3553, LLC. in The Amount of \$10,000 for Improvements to the Property Located at 3553 N. Dixie Highway, Oakland Park, Florida.

Vice Chair Sparks moved to adopt the resolution. Board Member Lonergan seconded the motion, which prevailed by the following vote:

YES: Board Member Bolin, Board Member Carn, Board Member Lonergan, Vice Chair Sparks, Chair Guevrekian

The resolution, as adopted, carried the following title:

RESOLUTION CRA-R-2019-004

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION

SUBMITTED BY 3553, LLC FOR EXTERIOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 3553 N. DIXIE HIGHWAY, OAKLAND PARK, FLORIDA 33334; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

4. Consideration of Façade/Landscaping and Business Site Improvement Program for 3555, LLC. in The Amount of \$10,000 for Improvements to the Property Located at 3555 N. Dixie Highway, Oakland Park, Florida.

Vice Chair Sparks moved to adopt the resolution. Board Member Lonergan seconded the motion, which prevailed by the following vote:

YES: Board Member Bolin, Board Member Carn, Board Member Lonergan, Vice Chair Sparks, Chair Guevrekian

The resolution, as adopted, carried the following title:

RESOLUTION CRA-R-2019-005

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION SUBMITTED BY 3555, LLC FOR EXTERIOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 3555 N. DIXIE HIGHWAY, OAKLAND PARK, FLORIDA 33334; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

5. Consideration of Façade/Landscaping and Business Site Improvement Program for Forest Hills, Inv LLC. in the amount of \$10,000 for Improvements to the Property Located at 3655 N. Dixie Highway, Oakland Park, Florida.

Vice Chair Sparks moved to adopt the resolution. Board Member Bolin seconded the motion, which prevailed by the following vote:

YES: Board Member Bolin, Board Member Carn, Board Member Lonergan, Vice Chair Sparks, Chair Guevrekian

The resolution, as adopted, carried the following title:

RESOLUTION CRA-R-2019-006

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION SUBMITTED BY FOREST HILLS INV., LLC FOR EXTERIOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 3655 N. DIXIE HIGHWAY, OAKLAND PARK, FLORIDA 33334; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

6. Consideration of Facade/Landscaping and Business Site Improvement Program for 3571 N. Dixie Highway, LLC. in The Amount of \$10,000 for Improvements to the Property Located at 3569-3579 N. Dixie Highway, Oakland Park, Florida.

Vice Chair Sparks moved to adopt the resolution. Board Member Bolin seconded the motion, which prevailed by the following vote:

YES: Board Member Bolin, Board Member Carn, Board Member Lonergan, Vice Chair Sparks, Chair Guevrekian

The resolution, as adopted, carried the following title:

RESOLUTION CRA-R-2019-007

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE FAÇADE AND BUSINESS SITE IMPROVEMENT PROGRAM APPLICATION SUBMITTED BY 3571 N. DIXIE HIGHWAY, LLC FOR EXTERIOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 3569-3579 N. DIXIE HIGHWAY, OAKLAND PARK, FLORIDA 33334; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

7. REPORTS FROM THE BOARD MEMBERS

None.

ADJOURN: The meeting adjourned at: 8:47 p.m.

CITY OF OAKLAND PARK, FLORIDA

SARA GUEVREKIAN, CHAIR

ATTEST:

RENEE M. SHROUT, CMC, CRA CLERK



City Hall Commission Chambers
3650 NE 12 Avenue
Oakland Park, Florida 33334

**DRAFT MINUTES
COMMUNITY REDEVELOPMENT AGENCY MEETING
DECEMBER 4, 2019, 7:34 P.M.**

The regular meeting of the Community Redevelopment Agency of the City of Oakland Park, Florida was called to order at 7:34 p.m. by Chair Sparks.

ROLL CALL

Present:

Chair Matthew Sparks
Vice Chair Jane Bolin
Board Member Michael Carn
Board Member Tim Lonergan*

Also Present:

City Manager David Hebert
City Attorney DJ Doody
City Clerk Renee M. ShROUT

Absent:

Board Member Sara Guevrekian

* Attended by phone

PRESENTATIONS

[December CRA Update](#)

Brad Ostroff, Acting Director of Community and Economic Development, Kaitlyn Collier, CRA Coordinator, and Renee Miller, R. Miller Consulting Group, presented the CRA update.

Mr. Ostroff provided the following updates: The CRA successfully debuted its new website October 22, 2019, at its well-attended Launch Breakfast held at Jaco Pastorius Community Center; the Building Our Second Century Facilities Community Meeting took place October 30, 2019, to discuss facility guidelines for the Master Plan and was well-attended by Zyscovich Architects and residents. The next Facilities Community Meeting will convene December 5, 2019, 6:00 pm at Collins Community Center, to discuss resiliency and sustainability elements of the Master Plan; and Mayor Sparks and Commissioner Lonergan represented the CRA and showcased new development in Oakland Park October 30, 2019, at the Realtors Association of the Palm Beaches and Greater Fort Lauderdale Realtors Mayors Breakfast and Municipal Expo.

Mr. Ostroff continued the update with the following CRA projects: the CRA has proposed to revise Downtown Oakland Park Code. Several working group meetings were held between community stakeholders, residents and Zyscovich Architects to discuss proposed revisions. Recommendations from the group will be presented to the City Commission within the next few

months; Staff is working with the City Attorney's Office seeking direction on guidelines for murals, to unify the City's image and brand, to be presented to the City Commission at a future meeting.

Ms. Collier continued the presentation with the following business activity updates: ChainBridge Distillery, located 3500 NE 11 Avenue, welcomed Dr. László Szabó, Ambassador of Hungary to the United States, and Aniko Kubatov, Economic Attaché from the Vice-Consulate of Hungary in Miami, to their private event October 30, 2019 along with other local, national and international business leaders; Oakland Coffee & Juice Bar, located at 201 E. Oakland Park Blvd, recently made plans to expand their coffee shop by purchasing the connecting unit and plan to utilize the space to host events and house an outdoor patio; We Got The Beats Record Store, located at 840 E. Oakland Park Blvd, Suite #118, celebrated its ribbon cutting November 22, 2019, attended by members of the Commission and also honored Jaco Pastorius with a front display in the shop; Design Moves hosted its Neighborhood Participation Meeting at City Hall October 17, 2019. They are proposing to open a wine bar at their location of 3520 NE 12 Avenue; On the same day, 8009 Equities hosted its Neighborhood Participation Meeting at City Hall to propose a mixed-use building with residential and a live-work unit on the property located at the corner of Dixie Highway and NE 33 Street; AquaChamps, located at 509 NE 43 Street, is in week 34 of construction and applied for the CRA Development and Relocation Grant to assist with impending project costs; DDB Investments, located at 3580 NE 12 Avenue, has interior and exterior improvements underway and will appear before Planning and Zoning Advisory Board December 9, 2019 at 6:30 pm.

Ms. Collier continued with reporting the next Downtown Partners Meet & Greet will take place December 10, 2019, from 8:30 am to 9:30 am at Champions World Boxing & Fitness located at 3483 NE 12 Terrace; the date for the next Oakland Park Business Group Meeting is still pending however, the meeting will be held at Fat Tap Beer Bar and Eatery, located at 830 E. Oakland Park Blvd, Suite #101 at 6:30 pm; Moonlit Movies will feature free showings of *The Grinch* December 13, 2019, and *Toy Story 4* January 10, 2020, from 6 to 9 pm at Jaco Pastorius Park, located at 4000 N. Dixie Highway; the fourth annual Holiday Village will convene December 6, 2019 from 5:30 to 10 pm and December 7, 2019 from 11 am to 10 pm at Jaco Pastorius Park. Admission is free. Attendees will have to access to Winter Wonderland featuring a snow mountain, ice skating rink, fun entertainment and Santa Clause; garden rentals are still available with Urban Farming Institute (UFI). Registration for rentals are available through Parks and Leisure Services; RAM Realty hosted its Neighborhood Participation Meeting at City Hall to propose a mixed-use development at 670 E. Oakland Park Blvd.

Ms. Miller concluded the presentation stating the look and design of promotional material will follow the branding of CRA website launch to include the introduction of a new color palette.

Board members congratulated staff on their branding efforts and hard work in the business community.

1. PUBLIC COMMENTS -

At this time, any person will be allowed to speak on any matter that pertains to CRA business for a length of time not to exceed four minutes per person.

None.

REPORTS

2. FROM THE BOARD MEMBERS

None

3. FROM THE EXECUTIVE DIRECTOR

None

ADJOURN

ADJOURN: The meeting was adjourned at: 7:54 p.m.

CITY OF OAKLAND PARK, FLORIDA

MATTHEW SPARKS, CHAIR

ATTEST:

RENEE M. SHROUT, CMC, CRA CLERK

**CITY OF OAKLAND PARK, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM
REPORT**

AGENDA ITEM NO. 3.

MEETING DATE: 1/15/2020

PREPARED BY: Kaitlyn Collier,
External Relations
& Communications
Specialist

DEPARTMENT HEAD CRA
APPROVAL:

Brad Ostroff,
Acting Director
Economic &
Community
Development

SUBJECT: Consideration of Development and Relocation Incentive Program for AquaChamps in the amount of \$27,455 for improvements to the property located at 509 NE 43 Street, Oakland Park, Florida.

1. BACKGROUND/HISTORY

Issue Statement: AquaChamps submitted an application for the Development and Relocation Incentive Program for enhancements to 509 NE 43 Street, Oakland Park, Florida. The requested grant is for \$27,455 to help offset the cost of exterior improvements.

Recommended Action: Staff recommends the CRA Board approve the application by AquaChamps in the amount of \$27,455 under the Development and Relocation Incentive Program for exterior improvements.

The approval of this grant to AquaChamps will represent an exception to the current program guidelines in that the current Development and Relocation Incentive Program states that a property “should” be located in the Downtown Mixed-Use District (DMUD) area. The applicant's business is located in close proximity to the northern boundary of the DMUD but is outside the district. Although the approval of this application would represent an exception to the current guidelines, Staff is recommending that the CRA Board approve this application due to the following positive factors :

- The AquaChamps property is located at 509 NE 43 Street, which lies less than 3/10ths of a mile from the northwest border of the DMUD boundaries. The subject property is within the Central Business District, which is an emerging focus area for the CRA.
- AquaChamps will be investing more than \$1.8 million dollars in the Central Business District, which has the potential to be transformational for the surrounding commercial uses.
- According to the application submitted by AquaChamps, with this development they will be creating 20 new jobs in the City of Oakland Park.

- AquaChamps will expand its partnership with Swim Central at this location, which increases access to low cost swim safety classes for youth within our community.

These afore-mentioned logistical factors coupled with the sizable investment from the property owner, jobs created, the partnership with Swim Central, and the transformational impact that this development could have on the businesses in this area, has led staff to support the approval of this application.

Background: In the Fiscal Year 2020 CRA Budget, the City Commission approved the allocation of \$85,000 in incentive grant funding to be used within the CRA. The Development and Relocation Incentive Program was designed to facilitate the development and/or relocation of commercial uses to allow for more desirable or upgraded uses; and to provide incentives for the development of the Downtown Mixed-Use District, also referred to as the Culinary Arts District.

In the Fiscal Year 2020 CRA Budget, the City Commission/CRA Board approved the allocation of \$85,000 in incentive grant funding to be used within the CRA

2. CURRENT ACTIVITY

The CRA received an application for the Development and Relocation Incentive Program from AquaChamps, located at 509 NE 43 Street. The Development/Relocation Incentive program is designed to support difficult redevelopment projects that cannot be accommodated under other CRA programs. Since not all redevelopment obstacles can be anticipated, this program allows the CRA Board the flexibility to choose from a variety of options to facilitate projects that would not happen without assistance at some level.

The projects considered for CRA incentives are processed on a first-come first-serve basis. Applicants must meet a minimum of six (6) of the following criteria to qualify:

Criteria Includes:

- Business located in the Downtown Mixed-Use District (DMUD)
- Increase property value
- Increase tax base
- Increases residential base
- Improves culinary merchandise mix
- Increase square footage of leasable space
- Reduction of vacant land
- Renovation or construction that will spur additional development and private investment
- Renovation or construction that will have a substantial visual impact
- Job Creation
- Reduced or eliminated store vacancies
- Businesses that have a successful track record

After review of the application, staff has determined that the **applicant meets nine (9) of the outlined criteria:**

- Increased Property Value
- Increased Tax Base
- Increase in Square Footage of Leasable Space
- Reduction of Vacant Land
- Renovation that will Spur Additional Development and Private Investment
- Renovation that will have a Substantial Visual Impact
- Increased Employment Base
- Business(es) that due to Their Success, will Attract other Businesses

- Business(es) that have a Successful Track Record are involved

Through the application submitted for consideration, staff recommends the award of \$27,455 to help the owner offset the costs of the construction of the space, estimated at \$1,887,016.25. The scope of work includes:

- Construction of new swim facilities
- Electrical work and installation of lighting
- Plumbing work
- Installation of metal stud framing, drywall, mud, tape, sand and prime walls
- Installation of stairs, railings, doors, and windows.
- Earthwork, Irrigation, Planting, Utilities, Pavers
- Swimming pools, deck, drainage, equipment
- Drywall, cement stucco, ceramic tile, acoustical ceilings, resilient flooring, painting

Due to the Development and Relocation Incentive Grant’s exclusion of a specific formula to calculate a maximum amount, staff is recommending according to AquaChamps’ construction contract, a tangible exterior improvement expense of \$27,455 for landscaping.

The value of the grant is approximately 1.45% of the investments made into the construction of the space.

All disbursements of the grant proceeds are made on a reimbursement basis according to the project scope outlined in the program application. Grant funds are subject to the CRA’s receipt of documentation of the expenditure by AquaChamps.

Staff performed a comprehensive review of the application and confirmed that the property is within the CRA, there are no open code violations or municipal liens on this property, and the Applicant meets the requirements of the program, with the exceptions stated above.

3. FINANCIAL IMPACT

The CRA Board appropriated \$85,000 in the CRA's budget for FY2020 to assist property and business owners with the redevelopment of their sites. This application would be the first grant awarded this year, if approved. The proposed expenditure is as follows:

**Proposed Expenditure
Development and Relocation Grant for AquaChamps.**

Account Name & Number	Available Budget	Proposed Expenditure	Remaining Available
Other Grants And Aids 13017559.483100	\$85,000.00	\$ 27,455.00	\$52,545

4. RECOMMENDATION

Staff recommends the CRA Board approval of the resolution for the Development and Relocation Incentive Program application by AquaChamps , in the amount of \$27,455 for exterior improvements to the property located at 509 NE 43 Street, Oakland Park, Florida 33334.

ATTACHMENTS:

Resolution

AquaChamps Development & Relocation Grant Application

AquaChamps Color Rendering

Grant Agreement

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RESOLUTION CRA-R-2020-XXX

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY (CRA), AUTHORIZING AND APPROVING THE DEVELOPMENT AND RELOCATION INCENTIVE PROGRAM APPLICATION SUBMITTED BY AQUACHAMPS FOR EXTERIOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 509 NE 43RD STREET, OAKLAND PARK, FLORIDA 33334; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Oakland Park Community Redevelopment Agency (CRA) deems it to be in the best interest of the City to authorize and approve the Development and Relocation Incentive Program application submitted by AquaChamps for exterior improvements to the property located at 509 NE 43rd Street, Oakland Park, Florida 33334.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Board of Commissioners of the Oakland Park Redevelopment Agency. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. That the Board of Commissioners of the Community Redevelopment Agency hereby authorizes and Development and Relocation Incentive Program application submitted by AquaChamps for exterior improvements to the property located at 509 NE 43rd Street, Oakland Park, Florida 33334 an authorizes a grant in an amount not to exceed \$27,455.00.

SECTION 3. The appropriate CRA officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of Commissioners of the Oakland Park Community Redevelopment Agency this 15th, day of January 2020.

OAKLAND PARK COMMUNITY
REDEVELOPMENT AGENCY

MATTHEW SPARKS
Board Chairman

ATTEST:

RENEE M. SHROUT, CMC
CRA CLERK



OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY GRANT APPLICATION

AquaChamps Swim School

Development and Relocation Incentive Program

September 16, 2019

509 NE 43 Street, Oakland Park, FL, 33334

Mary Jackson & Dan Vawter
maryj@aquachamps.com & danv@aquachamps.com

PLEASE READ THE FOLLOWING PRIOR TO APPLICATION SUBMITTAL

- Properties listed for sale may not apply. Properties sold within twenty-four months of receiving grant funding **must repay the full amount.**
- Prior to application submittal, a preliminary review of proposed renovations to property must be completed by the CRA and the Planning and Zoning Department.
- After approval process, the CRA will provide the applicant with an approved Grant Agreement for signature. It is recommended that **NO CONSTRUCTION** begin until the Grant Agreement is signed by all parties. Improvements completed prior to approval by the CRA Board, may not be eligible for reimbursement.
- If deemed necessary, the Community Redevelopment Agency (CRA) reserves the right to have the application and its contents evaluated and analyzed by an outside third party including but not limited to; the proposed business plan, partnership/ownership information with equity positions, mortgage on the property, lease agreements, letter of Intent from lending institution and any other documents provided by the applicant.
- If your site plan or application request includes landscaping, the landscaping must be a species and variety of native plants that are drought tolerant, require little irrigation and withstand the environmental conditions of Oakland Park. Irrigation systems must prevent over spray and water waste and it is recommended a drip irrigation system be installed.
- Property to be improved must be free of all municipal and county liens, judgments or encumbrances of any kind. This provision can be waived by the CRA Board if development plans for said property meets the goals and objectives as set forth by the CRA. Upon grant approval, said property must remain free of all municipal and county liens, judgments or encumbrances of any kind under the term of the agreement.

I have read completely and understand the program, including the application guidelines and grant reimbursement process.

Mary U. Jackson
Applicant Signature

Date 9/16/19

MU JACKSON LLC
Property Owner

RELOCATION and DEVELOPMENT INCENTIVE PROGRAM

Date of Application 9/16/19

1. **Address of project requesting incentive:**

509 NE 43 STREET

2. **Name of Applicant:**

AQUACHAMPS SWIM SCHOOL

Address of Applicant:

1921 NE 26 ST., WILTON MANORS, FL, 33305

Phone: 934-561-4844

Fax: 934-561-4043

Email: MARYJ@AQUACHAMPS.COM

DANV@AQUACHAMPS.COM

3. **Does the applicant own property?** Yes No

If "No" box is checked, when will property be in control (own or long-term lease) of applicant?

PROPERTY IS OWNED BY OUR LLC (MK JACKSON LLC) AND HAS A LONG TERM LEASE W/ OUR BUSINESS (AQUACHAMPS).

Indicate the owning entity of the property (i.e. name on property title)

MK JACKSON LLC

4. **Project Description:**

CONVERSION OF VACANT LAND INTO AN AQUATIC FACILITY OFFERING AQUATIC PROGRAMS FOR ALL AGES & ABILITIES

5. **Proposed Incentive(s):**

SEE ATTACHED

6. **Estimated Incentive value not to exceed:**

SEE ATTACHED

Incentive Criteria:

- Is the Business located in the Target Area
- Is the Business related to the Culinary Arts
- Increased Property Value
- Increased Tax Base
- Increased Residential Base
- Improved Merchandise Mix
- Increase in Square Footage of Leasable Space
- Reduction of Vacant Land
- Renovation that will Spur Additional Development and Private Investment
- Renovation that will have a Substantial Visual Impact
- Projects that Work Hand in Hand with other Major Developments
- Increased Employment Base
- Reduced or Eliminated Store Vacancies
- Business(es) that due to Their Success, will Attract other Businesses
- Business(es) that have a Successful Track Record are involved

Authorized Representative

MARY K. JACKSON
Name

PRESIDENT/CO-OWNER
Title

Mary K. Jackson
Signature

9-16-19
Date

V. Application Checklist

Every application package must include the following items before it will be processed and considered for approval:

- Signed and completed application form
- Business Plan or Executive Summary, including a narrative describing the business, its operations, and its business principles
- Sketch or rendering of proposed improvements
- Current photograph of existing property conditions
- Detailed 3-year budget projections of revenues and expenses
- Oakland Park Business License *expected in 1st quarter of 2020*
- Confirmation that property is free of all county, municipal, liens and judgments and ad-valorem taxes are up to date
- Historical financials for 3 years (in a sealed envelope – existing businesses only)
- Copy of signed multi-year lease (including express written permission from the property owner to make changes outlined in the project), or copy of Warranty Deed showing ownership of the property by the business owner
- Narrative description of entire project being undertaken, including sources of financing
- Detailed budget for entire project
- Detailed breakdown of exterior improvements for which reimbursement is being requested from Program
- Two bids/quotes from 2 licensed contractors, with a completed contract with one of them
- Copy of lease agreement if applicable, with at least two years remaining on term *N/A*



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BUSINESS PLAN

1. EXECUTIVE SUMMARY

1.1 Product

AquaChamps Swim School offers a world renowned, comprehensive learn-to-swim and competitive stroke development program year-round. Through our private lessons and group classes we have taught thousands of people to swim.

AquaChamps Swim School has a tradition of excellence in the swimming world. We continue to carry on a legacy that was started back in 1953. In order to understand AquaChamps, it is important to understand where we came from.

1.2 Founders

JACK NELSON - Head Olympic, World Games, and Pan American Games coach, former Collegiate All-American, three-time World Record Holder, and Olympian. Jack is the only person in the history of USA swimming who has been both an Olympic swimmer and an Olympic Head coach. Jack made the 1956 Olympic team, in Melbourne, Australia. Coach Nelson has the distinct honor to have been inducted into six Halls of Fame....Greater Fort Lauderdale Sports Hall of Fame, University of Miami Sports Hall of Fame, Saint Thomas Aquinas Hall of Fame, North Carolina Sports Hall of Fame, State of Florida Sports Hall of Fame, and the International Swimming Hall of Fame. Presently, Coach Nelson is not supporting ISHOF. Additional honors include Man of the year for the City of Fort Lauderdale and the Fort Lauderdale Chamber of Commerce. Jack has been the coach of U.S. national teams in 1974, 1975, 1976, 1979, 1981, 1983, 1990 and 1994. He was the 1976 U.S. Women's Head Olympic coach. Coach Nelson is filled with pride for his 1976 Olympic Women's 400 Freestyle relay that broke the world record while defeating the drug laden East German women. The International Swimming Hall of Fame and thousands of swimmers

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throughout the world have named this team "The Relay of the Century". Jack Nelson closes out his coaching career with 14 Senior National Championships.

Sherrill Nelson who is a self-made architect, engineer, wife, mother, grandmother, chaperone, cat lover, crocheter, sewing expert, sensational organizer, and orchid grower has held Coach Nelson and family in the proper lane for thirty-one years. **Sherrill and Jack Nelson** were head manager and coach of the 1983 US Pan American Games Team in Venezuela. **Sherrill** was the head manager of the 1987 Pan American Games Swim Team in Indianapolis, Indiana.

Jack and Sherrill participated as members of the United States Swimming coaching staff at the 1990 World Cup meet in Perth, Australia. **Sherrill Nelson** was the USA 1998 Women-In-Swimming award winner. In 1999, the International Swimming Hall of Fame named Sherrill as their Grand Dame for her outstanding contributions to USA Swimming.

In 2004, Coach & Sherrill retired from competitive swimming but continued to serve the swimming world by assisting their daughter, **Mary Jackson**, and **Dan Vawter** with the growth of the Jack Nelson Swim School. In December 2007, the Jack Nelson Swim School left their historic home (International Swimming Hall of Fame/Fort Lauderdale Aquatic Complex) after 33 years in favor of a better environment to raise the next generations of champions in and out of the water! With the move they ushered in the next generation with a new name, AquaChamps Swim School, and on Saturday, December 1, 2007, AquaChamps opened the doors to its new home, 1921 NE 26th Street, Wilton Manors, FL. Coach passed in November 2014 after fighting hard against Alzheimer's Disease. It is an honor for AquaChamps to continue building his legacy!

Mary Jackson - Mary's swimming experience started at the age of five months with her parents, Jack and Sherrill Nelson, realizing the importance of starting young. The sport of swimming was an integral part of growing up in the Nelson household where swimmers from all over the world were considered part of the family. Once learning how to swim, Mary was a member of the Pine Crest Swim Team where Coach Nelson taught in the late sixties and seventies. When Coach Nelson was contracted by the City of Fort Lauderdale in

1974, Mary at the age of 5 began swimming at the Fort Lauderdale Aquatic Complex. Her swimming career continued while growing up taking her to numerous Junior Olympics and State Championships. She was a member of the Fort Lauderdale High School Swim Team; as well as the Fort Lauderdale Swim Team. In 1988, Mary continued her swimming at the University of Miami.

Mary first began teaching children how to swim at the age of 16. Throughout high school and college, Mary excelled at being one of the Fort Lauderdale Swim Team's most successful instructors combining both her knowledge of swimming and her gentle encouraging approach with children. Her college career eventually led her to San Francisco, California, where she graduated from San Francisco State University with both a Bachelor of Arts in Industrial Arts and an Elementary Education degree.

Eventually in 1998, Mary's path led her back to her hometown of Fort Lauderdale. She took on the position of Office Manager for FLST which included managing office staff, accounting, scheduling and customer service while at the same time getting back in the water to teach. With the development of the Jack Nelson Swim School in 2003, Mary helped to improve, develop and organize the comprehensive learn to swim programs that JNSS offered.

In 2004, upon Coach & Sherrill's retirement from competitive swimming, Mary began to expand the aquatic programming offered at the swim school. At that time, she brought on Dan Vawter to serve as Head Coach. Together Mary and Dan dedicated themselves to developing safer, smarter & happier swimmers no matter what the age. The Jack Nelson Swim School quickly became the premier learn-to- swim and aquatic development program in South Florida. Building upon the foundation started by Jack & Sherrill Nelson, in December 2007, Mary led the way for the next generation of swimming excellence with the opening of AquaChamps Swim School in Wilton Manors. Mary has been educating others in the Swim School Industry through several speaking engagements with the United States Swim School Association and the National Drowning Prevention Alliance. Continuing the swimming tradition begun by Coach & Sherrill Nelson, AquaChamps Swim

School is a safe, fun and friendly environment for children and adults to enjoy a variety of activities. AquaChamps is the place for “Building Champions In & Out of the water!”

Dan Vawter- Dan’s competitive swimming career began early at the age of five with the Carmel Swim Club, in Indiana. Dan became a part of CSC’s National Development Team at the age of eleven, where he trained and developed his technique. Dan swam high school for Noblesville High School in Indiana; where he was Sectional Champion and State Finalist his Sophomore, Junior and Senior years in the 100 Fly, 100 Back and 200 IM and was also held the school records in the 100 Fly, 100 Back, 200 IM and 400 Free Relay. As a freshman at Transylvania University; Lexington, KY, he was a NAIA finalist in the 200 IM, 100 Fly and 100 Back. He was also honored as the Scholastic Swimmer of the year and given the Team Spirit Award.

Dan has been coaching and developing learn to swim programs and advanced stroke training for since 1991. He started teaching in his own backyard pool, and then began instructing at the Stoney Creek Swim Center; where he developed and ran the advanced swimming program, developing competitive swimmers for area teams. Dan also organized and ran the Hamilton Southeastern Swim Team’s Developmental Program, as well as coached the 10 & Under Team.

Dan moved to Fort Lauderdale in 1997 and began working with Jack Nelson Swim School part time. In 2004 he joined the Jack Nelson Swim School full-time as the Head Coach & Marketing Director of the Jack Nelson’s Swim School. Dan was instrumental in the development and execution of the first ever *Fort Lauderdale Children’s Safety Day* in 2006.

In December 2007, Dan became part owner in the swim school. With Mary & Sherrill, they opened AquaChamps Swim School in Wilton Manors. Under Dan’s leadership AquaChamps has developed an AquaTism program, specifically designed for children swimming with Autism. The AquaChamps program has received national attention, and Dan has been a speaker for the National Drowning Prevention Alliance, Florida Pool and Spa Association and the United States Swim School Association.

1.3 Customers

AquaChamps Swim School offers more than just private lessons and group swimming classes; we offer the "AquaChamps' Experience!" This is an experience no other swim school can provide; our company was founded by family and continues to be managed by family. Since the creation of our program in 1953, we have always upheld a tradition of excellence in swimming. For us tradition starts with FAMILY, that is why at AquaChamps we pride ourselves in creating a home for our family, also known as our "Customers." It is this family tradition of teaching with care that has grandparents and parents that learned to swim with us, coming back to have their grandchildren and children learn to swim with us! From the first phone call to graduation day from AquaChamps, we are dedicated to making sure our families, our swimmers and our staff are engaged with one another and educated through the entire process.

Our customers range in age from 3 months to 100 years old. In the water we offer programs for swimmers of all ages and abilities. AquaChamps Swim School offers year-round swimming in our group classes and private lessons. We have several levels of group classes for our younger swimmers to move through as they develop new swimming skills. Our private lessons are customized to meet the needs of each individual swimmer; whether it's a child or an adult learning to swim or looking to improve their technique.

Our main target customers are parents, grandparents, caregivers of young children in the South Florida area. Living in South Florida we are surrounded by the Atlantic Ocean, canals, waterways and thousands of pools. Our customers are looking to build strong, safe swimmers in and around the water. Most of our parents are in the upper income bracket, with many of our swimmers attending private schools in the area.

Additional customers include adults that are wanting to learn to swim, or improve on their stroke, or learn water-based exercises to improve their health. We have many adult triathletes who come to us for stroke technique work to improve their efficiency. We also work with our local law enforcement and fire departments to train new cadets so that they can pass the swimming portion of their officer training exam.

This project will allow us to reach a larger customer base by offering a more diverse selection of Aquatic Programs. Our customers will be able to utilize our new facility for everything from learning to swim, competitive stroke development, water therapy and rehabilitation, and open swim to pursue their own health regime; as well as indoor educational programs from CPR to drowning prevention education.

1.4 Purpose

AquaChamps Swim School is excited about our expansion. The project site is approximately $\frac{3}{4}$ acre empty corner lot with no existing buildings or known structures. It is located at 509 NE 43 Street, Oakland Park, Florida 33334. It exists in the City's I-1 zoning district, which permits the use of Athletic Facilities. The project program will include the construction of a fully ADA (American with Disabilities Act) accessible aquatic facility, which includes; a new multi-purpose building, 2 pools (20'x50'), patio deck space, parking, and lawn and landscaping space.

It is our goal to continue to build on our legacy of swimming excellence by building a facility that is a destination for people wanting the ultimate aquatic experience with a state-of-the-art pool sanitation system.

Our new location and facility layout will enhance the AquaChamps' Experience we already offer. It will also provide our business with the much-needed opportunity to expand our aquatic programs. The additional programs will also provide several new job opportunities for the community.

The new facility will provide the space necessary to double the number of group classes and private lessons that we already offer. In addition, our new facility will be capable of handling more aquatic programs as well as indoor activities, which include:

- Water Therapy and Rehabilitation
Community Outreach for underprivileged children
- Camps (Summer, Spring and Parent's Morning Out)

- Birthday Parties
 - CPR & First Aid Classes
 - Community Open Swim
 - Water Aerobics
 - Expanded Retail Store
- Yoga
 - Family Fun Days – pool party and mini-swim meet for our parents and swimmers
- Educational Classes for parents on drowning prevention, sleep training, parenting, etc.

And many other activities for our families and the community

AquaChamps Swim School's new location will also allow us to expand our hours, which have been limited in our current location. Currently we are open from 9:00am - 6:00pm (Monday-Friday), 9:00am - 1:00pm (Saturday), and CLOSED on Sunday. Our new locations zoning will allow our new hours 8:00am - 8:00pm (Monday-Friday) and 9:00am-5:00pm (Saturday and Sunday).

We have spent over 10 years at our first stand-alone facility that we built in Wilton Manors and we have outgrown our Wilton Manors home. Because of the growing need for water safety and aquatic exercise. This expansion is necessary to support the ongoing health and safety of our families and to meet the aquatic needs of our community.

2. COMPANY DESCRIPTION

2.1 Mission Statement

AquaChamps Swim School's mission is to protect families from becoming a drowning statistic by redefining safer swimming through professional instruction, education and awareness.

Florida Department of Health Statistics 2013: Drowning is the leading cause of death among children ages 1-4 in Florida. Florida's drowning death rate among children

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ages 1-4yr old is the highest in the nation. Enough children drown each year to fill 3-4 classrooms.

Our Philosophy - Our first goal: "Building Champions In & Out of the Water," while continuing the swimming tradition of teaching with care that was begun by Coach & Sherrill Nelson. AquaChamps Swim School's philosophy is to offer a swimming program that incorporates an understanding of the child's development to teach not only drowning prevention, but life skills and behavioral accomplishments in a fun and safe swimming environment. We begin by promoting water safety and a love for the sport of swimming; from there we can create the champion! Our goal is to continue the ongoing tradition started by "Coach" Jack Nelson, whose motto is "Access to Success is thru the Mind..."

2.2 Principal Members

Mary K. Jackson, President & Director

Daniel Vawter, Vice President & Head Coach

2.3 Legal Structure

AquaChamps Swim School is an S-Corp.

3. MARKET RESEARCH

3.1 Industry

AquaChamps Swim School is a member of the United States Swim School Associations, which serves to promote and educate the learn-to-swim industry. The following is a statement issued by the Association that addresses high-quality aquatics programs.

USSSA Stance on Swim Lessons for Babies, Toddlers and Children www.usswimschools.org

The United States Swim School Association strongly believes that babies, toddlers and children of all ages should participate in swim lessons in a high-quality aquatics program. A

child of any age will never be completely “drown proof” or “water safe,” however we can teach our children and families to be safer around the water.

The best aquatics programs focus on three areas:

- 1) Swim skill education in a fun and nurturing environment
- 2) Safety behaviors for the child to use around the water
- 3) Parent information on the learn to swim process and water safety strategies they should employ, which includes emphasis on vigilant adult supervision around water

After working with families for so many years, we believe parents/caregivers have many misconceptions about drowning and about what it takes to keep it from happening. They think it only happens to families who “allow their children to wander and just don’t care,” but that’s just not the case. A drowning can happen quickly and quietly, and it can happen to anyone. Many parents would be surprised to find out that most drownings of young children occur in backyard pools and that it often happens during a time when a child is in the care of one or both parents. Most young children who have drowned had been missing for less than five minutes when the tragedy occurred. According to the Centers of Disease Control, drowning is responsible for more deaths among children 1-4 than any other cause except congenital anomalies (birth defects). With these kinds of statistics, parents need to do everything they can to help their children become safer around the water. Water safety includes multiple areas of vigilance and preparedness, such as:

- 1) **Barriers:** Fence your pool and lock your gate. Install locks on every door and window leading to the pool area. The fence should be equipped with self-closing and self-latching gates and should prevent direct access to the pool from the house. Four-sided isolation fencing in every pool could prevent 50-90% of childhood drownings and near drownings. Other barriers include pool covers and pool alarms.
- 2) **Watch Your Kids Around Water:** Constant adult supervision is key to preventing accidents around the water and no child should ever be left unattended around pools or open water. Children should only be near the pool when there is a responsible adult watching the pool. This is especially important when there is a

pool party or many people in the pool. When everyone is watching, then no one is watching! One person should always be the designated water watcher and they should have no other responsibilities or have any alcoholic beverages.

- 3) Swim lessons save lives! Even toddlers can learn basic swimming skills that they can use if they ever end up in the water. And a good swim program will always teach safer behaviors for children and families around the pool. However, even children with excellent swimming skills need the watchful eye of an adult to help keep them safer around the water.
- 4) Be Prepared: Preparation is needed to avoid incidents in the water. Would you know what to do in an emergency situation? If you had to, could you perform CPR on a loved one? Reduce the risk during an emergency by learning emergency response techniques. Adults should know how to perform CPR and should post emergency instructions near the pool.
- 5) Learning to Swim Has Added Benefits: Learning to swim at a young age has also been shown to have long term benefits for the child. A four-year study conducted by Griffith University reported in 2013 a number of social, physical, cognitive and emotional benefits to babies in high quality swim lessons. "While we expected the children to show better physical development and perhaps be more confident through swimming, the results in literacy and numeracy really shocked us," lead researcher Professor Robyn Jorgensen said. "The children were anywhere from six to 15 months ahead of the normal population when it came to cognitive skills, problem solving in mathematics, counting, language and following instructions." Swimming affords a developing child the opportunity for a complete workout of heart, lungs, muscles and bones. It can improve quality of sleep and boost circulation aiding the immune system function resulting in fewer colds. In addition, swim lessons with babies allows for important social and emotional bonding to develop with their caregiver away from cell phones, televisions and other modern distractions. Aquatic instruction is an ongoing process that should continue long term throughout

childhood to maximize the child's learning of proper swimming techniques and respect for the water.

3.2 Customers Area Demographics

Broward County, FL - Population 1,909,632 with 425,680 Family Households

When we look at the greater Fort Lauderdale Metropolitan area, where AquaChamps is located:

Population 338,061 with 77,649 Family Households Average Household Income \$82,563

Average House Value \$325,300

AquaChamps Swim School attracts people from all over the world to swim with us! We have several swimmers that come from the Tri-County Region of South Florida, which includes Palm Beach and Miami-Dade Counties: Palm Beach County, Population 1,344,918 with 303,772 Family Households, Miami-Dade County, Population 2,712,945 with 776,774 Family Households.

Our customers are more than just statistics; our customers range in age from 3 months to 100 years old. In the water we offer programs for swimmers of all ages and abilities. Since the creation of our program in 1953, we have always upheld a tradition of excellence in swimming. For us tradition starts with FAMILY, that's why at AquaChamps we pride ourselves in creating a home for our family, also known as our "Customers." It is this family tradition of teaching with care that has grandparents and parents that learned to swim with us, coming back to have their grandchildren and children learn to swim with us!

Our main target customers are parents, grandparents, caregivers of young children in the South Florida area. Living in South Florida we are surrounded by the Atlantic Ocean, canals, waterways and thousands of pools. Our customers are looking to build a strong, safe swimmers in and around the water. Most of our parents are in the upper income bracket, with many of our swimmers attending private schools in the area.

Additional customers include adults that are wanting to learn to swim, or improve on their stroke, or learn water-based exercises to improve their health. We have many adult

triathletes that come to us for stroke technique work to improve their efficiency. We also work with our local law enforcement and fire departments to train new cadets so that they can pass the swimming portion of their officer training exam.

3.3 Competitors

We are the only private swim school in eastern Broward County. AquaChamps Swim School has a world-renowned reputation for excellence in swimming since 1953. Our swimming program has been a destination for swimmers and families from around the world to come and learn to swim, continue developing their strokes, and to improve their competitive technique and training!

Some of our competitors in Broward County include the British Swim School, Baby Otter, Quality Swimming and Fort Lauderdale City Municipal Classes.

3.4 Competitive Advantage

We are proud of the legacy we continue to build in South Florida. One thing that sets AquaChamps Swim School apart from other programs is our history of swimming! Our school is the only program that has been built on a successful competitive swimming dynasty in South Florida. Our school was founded by "Coach" Jack Nelson, the only American to be both an Olympic Swimmer in 1956 and an Olympic Head Coach in 1976. Coach would become the most successful High School Coach in the history of swimming with 30 State Championships. He coached eight U.S. National Swim Teams and would close out his career with 14 Senior National Championships! He and his wife, Sherrill Nelson, created our learn to swim program to develop safer swimmers and build future athletes for the Fort Lauderdale Swim Team. Both Coach Nelson and Sherrill Nelson have been inducted into the International Swimming Hall of Fame.

Our swim school's history is only a part of why people choose to swim with AquaChamps Swim School. Our program sets itself apart from other schools, by focusing on educating EVERYONE about safer swimming. We believe that parenting is a verb, which requires you to take action. At AquaChamps, we maintain an open dialogue with our

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families in every level of our program. From the Baby & Me class to the Advanced Strokes level, our instructors work with our families to educate them about their child's swimming experience and progress.

At AquaChamps we take pride in the personalized experience and attention our customers receive. We get swimmers from all over South Florida that have used other swim schools but choose to us because not only of our knowledge of swimming, but also our knowledge of children's developmental needs. At AquaChamps we do not hire people based on their swimming experience; we hire based on their understanding and compassion for children. We have an extensive training period in and out of the water where we focus not only on the swimming skills taught in each level, but educate our staff on the emotional, physical and mental development of swimmers in each level. We pride ourselves in being a resource for parents that can help them address issues they and their child are having outside of the water.

Understanding child development and its importance in and out of the water, led to the development of our AquaTism Program. We designed a program specifically for children on the Autism Spectrum; this program offers customized lessons at a reduce cost for the family, as many children on the spectrum have several other costs associated with their treatment. AquaChamps is proud to have taken their AquaTism program national by educating other swim schools across the country about teaching children with Autism.

We also offer various programs for adults; whether they are learning to swim, improving their stroke technique or developing a health regime. Our staff offers comprehensive knowledge of how to customize the swimming experience for each individual and design a program that meets their specific needs. AquaChamps has developed an adult lesson program that strives to encourage and motivate our adults, while many times working through fear of the water or other emotional setbacks. We often play the part of counselor and coach! AquaChamps Swim School has set itself apart from all of its competitors. Our attention to a personalized experience in and out of the water is unique to our school. No one else can give you the AquaChamps' experience!

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3.5 Regulations

We are regulated by the Florida Department of Health. They monitor our facility to make sure that we maintain proper sanitation and safety standards for public pools set forth by the Department.

We also have Liability Insurance standards to meet as a swim school. All of our staff is CPR and First Aid certified, and we have 4 certified lifeguards on staff; including Mary Jackson and Dan Vawter. Mary Jackson and Dan Vawter are also certified Aquatic Facility Operators.

4. PRODUCT/SERVICE LINE

4.1 Product or Service

AquaChamps Swim School is a world-renowned swimming program that was founded on the Jack Nelson tradition of teaching with care, which started over 60 years ago in Broward County. We have taught generations of children and adults over the last six decades. We are the only swim school in South Florida that can boast about having generations of families that return to swim with the program they started in decades ago. We have children, families and adults that come to us from all over the world to participate in our school.

AquaChamps offers comprehensive aquatic instruction, on a year-round basis, to people of all ages and abilities; from infant swimming (starting at 3 months) through our adults. We believe in creating swimmers who not only swim with outstanding technique, but also truly love to swim.

Mary Jackson and Dan Vawter both come from successful competitive swimming careers; their extensive knowledge of elite competitive training and stroke development sets AquaChamps apart from any swim school. Matching the knowledge of competitive stroke development with our understanding of childhood development has led to the development of each of the levels offered at AquaChamps Swim School. The following is a description of the various classes offered at AquaChamps:

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GROUP CLASSES

- **Baby & Me**

A beginning level group class with both parent & child in the water. This is a great opportunity to have fun (singing songs & swimming) with your child in the water and learn new skills. This class is designed to get your baby acclimated to the water & get you comfortable practicing. Come ready to sing!

- **Ages:** 3-14 months
- **Time:** 1 class/wk. for 6 wks., 30-minute class
- **Goal:** To have fun, for both parent and child to learn some beginning level swimming skills, and to be promoted to Mini Mudskippers

- **Mudskippers - Mini**

A group class with parent & child in the water with the instructor. This class is for children who have successfully completed either Aquatots or our Baby & Me program.

- **Ages:** 6-18 months, or by ability
- **Time:** 30-minute class
- **Goal:** To have fun, wait for "Ready, Set, Go" before swimming, hold onto the wall & be promoted to Beginning Mudskippers.

- **Mudskippers - Beginning**

This is the first of our small group classes without the parent in the water. This level is for children who are happy in the water and able to swim to the side unassisted & hold on to wall.

- **Ages:** 18 months & up, or by ability
- **Time:** 30-minute class
- **Goal:** To have fun, gain mental confidence & physical conditioning, and be promoted to Intermediate Mudskippers.

- **Mudskippers - Intermediate**

This is a small group class, without parent in the water, for children who are happy in the water and swimming independently. Swimmers at this level are ready to learn independent breathing and swimming on their back.

- **Ages:** 2 years & up, or by ability
- **Time:** 30-minute class
- **Goal:** To have fun, gain confidence & physical conditioning, and be promoted to Advanced Mudskippers.

- **Mudskippers - Advanced**

This is a small group class for children being introduced to all four Olympic strokes while having fun and building strength & confidence.

- **Ages:** 3 years & up, or by ability
- **Time:** 30-minute class
- **Goal:** To have fun, gain mental confidence & physical conditioning, and be promoted to Beginning Strokes.

- **Beginning Strokes for Little Folks**

This program is for those swimmers who are confident & comfortable in the water and are continuing to develop their technique on all four Olympic strokes.

- **Ages:** 3 years & up, or by ability
- **Time:** 30-minute class
- **Goal:** To have fun, gain mental confidence & physical conditioning, and be promoted to Intermediate Strokes.

- **Intermediate Strokes for Little Folks**

This program is for swimmers that have the fundamentals of all four Olympic strokes. This program is designed to introduce swimmers to competitive swimming in a gentle & positive way.

- **Ages:** 5 years & up, or by ability
- **Time:** 45-minute class

- **Goal:** To improve competitive technique and be promoted to Advanced Strokes.

- **Advanced Strokes for Little Folks**

This program is for those swimmers who are proficient in all four Olympic strokes, and offers continued work on technique, while learning endurance training development.

- **Ages:** 5 years & up, or by ability
- **Time:** 60-minute class
- **Goal:** To move up to a recommended competitive swim team.

PRIVATE LESSONS

- **AquaTots & AquaChampions**

Private, one-on-one lessons. For more than 60 years, thousands of children and adults have been taught to swim in our AquaTots program. These classes can also be customized for the advanced swimmer that needs to improve technique.

- **Ages:** Infants through adults
- **Time:** By appt., five consecutive days
- **Goal:** Customized for your needs from “learn to swim” to stroke development

- **AquaTism**

AquaChamps is proud to welcome Autistic swimmers & their families to our program! We have developed a program especially for you. Each swimmer is required to begin with an evaluation and consultation with Head Coach. Swimmers that qualify will begin with the AquaTot lessons; five consecutive 30-minute lessons that run Monday through Friday. After completing the first week, swimmers will continue with private lessons once a week, until they are ready to be mainstreamed into our group classes.

- **Goal:** To have fun, encourage & strengthen swimming ability, and mainstream into group classes.

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- Please note that not all swimmers will be eligible to participate in the program, if it is determined that the safety of the swimmer or the staff is at risk.

RETAIL STORE

- Male and female competitive swimsuits
- "Warmbelly" wet suits for children
- Assortment of swim caps
- Swim fins
- Goggles
- Kickboards
- Kicksticks
- Towels
- Earplugs
- Disposable swim diapers
- Reusable swim diapers
- Organic, all-natural sunscreen
- Swimmers' shampoo & conditioner
- Snacks
- Earbands
- Eardrops

4.2 Pricing Structure

Annual Registration Fee: All group classes require a \$50 Annual Registration Fee per family.

Group Class Prices: (Swimmers can register for multiple classes)

Baby & Me: \$155 – for a six-week session, one 30-minute class per week, includes a reusable swim diaper & an AquaChamps cup

Mudskippers & Strokes for Little Folks: Classes booked online (sessions are usually 8 weeks) - \$22/class, classes booked through Front Desk (sessions are usually 8 weeks) - \$27/class, Drop In Classes - \$24/class

Private Lessons: \$255 for 5 consecutive lessons (Monday- Friday)

Make Up & Refund Policy: AQUACHAMPS HAS A NO MAKE-UP, NO REFUND POLICY. If you do miss a class during your session, please join us on the last Saturday of that month for a Free Family Open Swim. This is for enrolled students only. There is no instruction, so parents will need to bring their swim suits.

Retail Store Prices:

- Male Swimsuit - \$35
- Female Swimsuit - \$45
- "Warmbelly" wet suit - \$50
- Swim Cap - \$10
- Swim Fins - \$25
- Goggles - \$15-\$16
- Kickboards - \$15
- Kicksticks - \$20
- Towels - \$20
- Disposable Swim Diapers - \$2
- Reusable Swim Diapers - \$20
- Organic Sunscreen - \$20
- Snacks - \$1
- Shampoo & Conditioner - \$14

4.3 Product/Service Life Cycle

AquaChamps Swim School is in the "Continual Service Improvement" phase of its life cycle, where we are focused on the growth of our business as our program has matured. Our services are being improved to offer more aquatic opportunities, while the structure of our lessons has reached its maturity cycle and runs like a machine. AquaChamps is focused on the continued growth part of our business' life cycle, by expanding our facility two pools and a larger indoor space as well as adding additional programming.

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4.4 Intellectual Property Rights

We have trademarked AquaChamps. We copyright all of our communication documents, our Training Manual, our Operations Manual and our literature for distribution.

4.5 Research & Development

We are not involved in any research or development activities at this time.

5. MARKETING & SALES

5.1 Growth Strategy

AquaChamps Swim School already has a large, established Private Lesson and Group Class customer base existing for our ongoing swimming classes. Our expansion project offers our business several areas of growth. More pool space equals more classes! By building a large facility we will be able to accommodate more customers from our waiting list. More pool space will also allow us to bring programs back to AquaChamps. We currently lease pool space for our Beginning Strokes level classes at larger pools. We often lose families of multiple children when one of their swimmers moves up to the larger pool; as parents find it difficult to coordinate schedules at two different locations. We will now be able to accommodate these classes at our facility; therefore, bringing back income lost by leasing out facilities and maintaining swimmers that would have dropped out because of the different location.

The AquaChamps Baby & Me Classes are a hot commodity for our community. Our current facility does not accommodate all the Baby & Me Classes that we have customers waiting for; every session we end up with a waitlist of families. A larger pool will allow us to accommodate twice the number of Baby & Me Classes that we offer now.

More time open equals more opportunities in the water. Our new facility will not be limited in its hours of operation. Our current location has its hours of operation limited by the City of Wilton Manors; we currently only operate Monday-Friday 9am-6pm and Saturdays from 9am-2pm. When we open the doors of our new location our hours will be Monday-Friday 8am - 7pm, and Saturday and Sunday from 9am - 5pm. AquaChamps will partner with the City of Oakland Park, Oakland Park Elementary School, North Andrews Garden Elementary School, Lloyd Estates Elementary School and Floranada Elementary School to increase its Community Outreach. With a larger facility we will be able to work with Swim Central, a not-for-profit

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program in Broward County that offers swimming lessons at a discounted rate for children in need. This partnership will allow us to bring in revenue and provide a much-needed service to our community.

Our new facility will meet all the standards set forth by the American with Disabilities Act (ADA). The ADA facility will allow us to offer programming for Seniors that are looking for water therapy as a part of their rehabilitation. This will also allow us to open our program to other people recovering from an injury or learning to live a healthy lifestyle with a disability.

AquaChamps will now be able to offer year-round pool parties at our new home. Adding an additional pool and interior building space for a multi-purpose room, will allow us to host parties for children and families.

Our new facility will also allow us the opportunity to offer "Parent's Morning Out Camps". The additional pool space and multi-purpose room will provide space for a half day camp for young children. The camp will focus on water safety with pool time and classroom time.

AquaRobics will be a musical aquatic fitness program for adults looking to improve their cardiovascular & resistance training in a non-impact environment. This is a great exercise option for Seniors and individuals supplementing their physical therapy.

Our new facility will allow us to open our facility to the public at designated times for Open Swim so that our community can benefit from warm water swimming year-round. AquaChamps will offer various ongoing education classes, in our multi-purpose room, for the community; including CPR classes, drowning prevention presentations, parenting presentations, etc.

We are thrilled to not only expand our programs, but also expand the job market in Oakland Park. We currently have 11 staff members, and with our new facility we will be offering many more opportunities for coaching staff, customer service, pool technician, physical therapists and many more unique positions. AquaChamps Swim School plans to fill 20 additional positions in our first year!

5.2 Communication

AquaChamps has all of its communication and schedules digitalized. Our online scheduling site allows parents easy access to our schedules and booking for classes. Our hosting company also provides direct communication with our customers via text, email and phone. AquaChamps Swim School has a great social

media presence on Facebook and Instagram, which keeps our customers updated as well. We take pride in keeping our customers informed on what we are doing in and out of the water.

Once we are set to open, we look forward to inviting our families to a Grand Opening Party so that they can see their new home!

5.3 Prospects

Our best form of marketing is word of mouth. Because we offer a unique service, a referral from a customer is always our best sales-person. We sell an experience at AquaChamps, once someone has been a part of that experience they are compelled to share with others. As an incentive we give every customer that recommends someone to AquaChamps a credit for one free class.

We will also continue to distribute our marketing postcards to local preschools, private elementary schools, pediatricians and other local businesses. AquaChamps will continue to partner with other area business to cross market each other.

AquaChamps will do an initial advertising blitz and press release on the opening of our new facility. We will advertise in our area Homeowner's Association Newsletters and in the City of Oakland Parks newsletter. We have a long relationship with our local papers and will work with them to do an article on our new facility and the aquatic opportunities available.

RENDERINGS OF PROPOSED IMPROVEMENTS

Ami Dhruva
architecture + design
1001 S. W. 13th St., Suite 100
Fort Lauderdale, FL 33315
Tel: 954.576.0216
Fax: 954.576.0217
www.amidhruva.com

AQUACHAMPS
SWIM SCHOOL
509 NE 43RD STREET
OKLAHOMA PARK, FLORIDA 33134

DESIGNER:
INTERNATIONAL AS ASSOCIATES, INC.
10000 W. BOCA RATON BLVD., SUITE 100
BOCA RATON, FL 33433
TEL: 561.993.1111

LANDSCAPE ARCHITECT:
LAWSON GREENE ARCHITECTS, INC.
1000 W. PALM BEACH BLVD., SUITE 200
PALM BEACH, FL 33480
TEL: 561.832.7772

STRUCTURAL ENGINEER:
MCKEE ENGINEERING, INC.
1000 W. PALM BEACH BLVD., SUITE 200
PALM BEACH, FL 33480
TEL: 561.832.7772

MERCHANDISING:
MCKEE ENGINEERING, INC.
1000 W. PALM BEACH BLVD., SUITE 200
PALM BEACH, FL 33480
TEL: 561.832.7772

SWIMMING POOL ENGINEER:
AQUACHAMPS SWIM SCHOOL, INC.
509 NE 43RD STREET
OKLAHOMA PARK, FL 33134
TEL: 954.576.0216

ELECTRICAL ENGINEER:
MCKEE ENGINEERING, INC.
1000 W. PALM BEACH BLVD., SUITE 200
PALM BEACH, FL 33480
TEL: 561.832.7772

NAME: AMI DHURVA ARCHITECTS
TITLE: SITE PLAN - PROPOSED
SCALE: 1" = 30' 0"
DATE: JANUARY 24, 2013
PROJECT #: 1302
DRAWN BY: AD

A030

01 SITE PLAN - PROPOSED

1" = 30' 0"

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CURRENT PHOTOGRAPHS OF EXISTING CONDITIONS



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HISTORICAL FINANCIALS (3 YEARS)

In attached sealed envelope

WARRANTY DEED

This instrument was prepared by:

Mark Allsworth, Esq.
Doumar, Allsworth, et al
1177 Southeast Third Avenue
Fort Lauderdale, Florida 33316-1197

Parcel ID Number: 4942-23-12-0280

WARRANTY DEED

THIS INDENTURE, Made effective as of September 21st, 2018 A.D., **Between** OAKLAND ONE HOLDINGS, LLC, a Florida limited liability company, whose address is 3321 NW 82 Way, Cooper City, FL 33024, of the County of Broward, State of Florida, **Grantor**, and MK JACKSON LLC, a Florida limited liability company, whose address is: 1921 NE 26 Street, Wilton Manors, FL 33305, of the County of Broward, State of Florida, **Grantee**.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN & NO/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, State of Florida, to wit:

The East 1/2 of Lot 9, and all of Lots 9A, 10, 11 and 12, Block 5, FLORANDA CENTER, according to the map or plat thereof, as recorded in Plat Book 9, Page 51, of the Public Records of Broward County, Florida.

SUBJECT TO:

- (1) Comprehensive land use plans, zoning and other land use restrictions, prohibitions and requirements imposed by governmental authority;
- (2) Restrictions and matters appearing on the Plat or otherwise common to the subdivision;
- (3) Outstanding oil, gas and mineral rights of record, if any, without right of entry;
- (4) Unplatted public utility easements of record; and
- (5) Taxes for the 2018 tax year and subsequent years.

and the Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

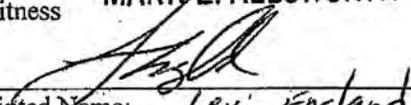
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Signed, sealed and delivered
in our presence:

OAKLAND ONE HOLDINGS, LLC,
a Florida limited liability company


Printed Name: MARK E. ALLSWORTH
Witness

By: 
Salvador Hasbun, Member


Printed Name: Levi England
Witness

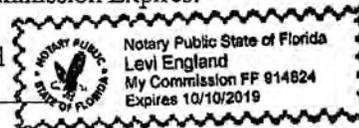
STATE OF FLORIDA)
 SS
COUNTY OF BROWARD)

The foregoing instrument was sworn to, subscribed and acknowledged before me on
September 21st, 2018 by Salvador Hasbun as Member of Oakland One Holdings, LLC, a Florida
limited liability company.

NOTARY PUBLIC:


Print: _____
State of Florida at Large (Seal)
My Commission Expires:

_____ Personally Known or X Identification Produced
Type of identification produced: _____





SIGNED MULTI-YEAR LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of _____, 2018, by and between MK JACKSON LLC, a Florida limited liability company (“Landlord”) and AQUACHAMPS SWIM SCHOOL, INC., a Florida profit corporation (“Tenant”).

Background

The Landlord does hereby lease and demise unto the Tenant, and the Tenant does hereby rent and take as tenant under the Landlord, the property located at 509 NE 43rd Street, Oakland Park, Florida 33334, and all improvements located thereon (the “Premises”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. Demise; Premises “As Is.”

(a) Lease of Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

(b) “As Is”. Tenant acknowledges that it has inspected the Premises and otherwise has investigated the conditions to which the Premises are subject, and Tenant’s ability to obtain all licenses and permits associated with its intended Use, Tenant expressly agrees to accept the Premises in its present condition, “As Is and with All Faults,” and without any warranty or representation of any kind by Landlord.

2. Term and Renewal Options; Commencement Date.

(a) Term. The term of this Lease shall be for a period of six (6) years commencing on _____. (the “Commencement Date”).

(b) Tenant shall have four (4) options to extend the lease for five (5) years each. In order to exercise Tenant's option to extend the lease, Tenant must notify the Landlord in writing at least six (6) months prior to the expiration of the then existing term.

3. Base Rent.

(a) Amount and Payment. Tenant shall take possession of the demised Premises and shall pay to Landlord a fixed periodic rent (“**Base Rent**”) in the amounts set forth for the Lease Year (hereinafter defined) attached hereto as Exhibit A. Tenant shall pay Base Rent in equal monthly installments, in advance, on the first day of each calendar month during the Term, without notice, demand or setoff, at 509 NE 43rd Street, Oakland Park, Florida 33334, unless Landlord shall designate otherwise in writing.

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(b) Certain Terms Defined. As used in this Lease, the term "**Lease Year**" means the period from the Commencement Date through the succeeding six (6) years until _____ unless extended pursuant to Paragraph 2(b). All sums payable by Tenant under this Lease other than Base Rent are herein referred to as "**Additional Rent,**" and Base Rent and Additional Rent are together herein referred to as "**Rent.**"

(c) Sales Tax. Tenant shall likewise pay all sales taxes associated with this Lease, as additional rent, associated with Tenant's Rent payments, on the same date such rent payments are required by the Lease.

(d) Late Charge; Lease Interest Rate. If any payment of Rent (including, without limitation, all Base Rent and all Additional Rent) or any part thereof to be made by Tenant to Landlord pursuant to the terms of this Lease shall become overdue for a period in excess of five (5) days, a late charge of Five Cents (\$0.05) for each dollar so overdue shall be paid by Tenant for the purpose of defraying the expense incident to handling such delinquent payment, together with interest from the date such payment or part thereof was due, at a floating annual rate equal to The Wall Street Journal Prime Rate plus four percent (4%) (the "**Lease Interest Rate**"). Nothing herein or in the imposition or acceptance of a late charge by Landlord shall be construed as a waiver of any rights of Landlord arising out of any default of Tenant; the right to collect any late charge or interest is separate and apart from any rights or remedies of Landlord relating to any default by Tenant.

(e) Independent Covenant; Survival. Tenant's covenant to pay all Rent hereunder is independent of any other covenant, agreement, term or condition of this Lease. Without limiting the other obligations of Tenant which shall survive the expiration of the Term hereof, the obligation of Tenant to pay Rent shall survive the expiration of the Term hereof.

4. Utilities.

(a) Tenant's Responsibility. A Tenant shall contract with and make payment directly to the provider of any and all utility services used by Tenant on the Premises, including but not limited to electricity, garbage and telephone services. Tenant shall be solely responsible for and shall pay before delinquency all charges for such utilities.

5. Maintenance and Repairs by Tenant; Compliance with Laws.

(a) Maintenance by Tenant. Tenant shall at all times keep the Premises (including all entrances and vestibules) and all partitions, windows and window frames and moldings, glass, store fronts, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical, plumbing, sprinkler, ventilating and air conditioning fixtures and systems (including chillers and compressors), in good order, condition and repair and clean, orderly, sanitary and safe. If replacement of any of the foregoing equipment, fixtures and appurtenances thereto is

necessary, Tenant shall replace the same with equipment, fixtures and appurtenances of the same quality, and repair all damage done in or by such replacement. Upon Landlord's request, Tenant shall provide to Landlord evidence that the fire and life safety systems serving the Premises are in current compliance with any governmental inspection requirements.

(b) Compliance with Laws. Tenant, in its use of the Premises, shall comply with all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity ("**Applicable Laws**") that relate to the Premises and to Tenant's business operations in the Premises, including but not limited to the accessibility requirements of the Americans With Disabilities Act, as the same may be amended from time to time.

6. Installations and Alterations.

(a) Trade Fixtures and Installations. Tenant shall have the right to install its trade fixtures and similar installations in the Premises, upon written approval by Landlord, provided that no such installation or removal thereof shall affect any structural portion of the Premises or any utility lines, communications lines, equipment or facilities in the Building serving any portion thereof other than the Premises.

(b) Alterations. Tenant shall pay the reasonable costs incurred by Landlord to third parties in connection with any required architectural/engineering reviews.

(c) Removal and Restoration by Tenant. All alterations and improvements, including leasehold improvements, made by Tenant, shall remain Tenant's property for the Term of this Lease. All such alterations and improvements shall immediately upon the termination of this Lease become Landlord's property, be considered part of the Premises, and not be removed at or prior to the end of the Term without Landlord's written consent. Notwithstanding the foregoing, Landlord may, upon the expiration or earlier termination of this Lease, by written notice to Tenant, require Tenant to remove any or all of such alterations and improvements, in which event Tenant shall effect such removal and shall repair any damage to the Premises incident thereto. If Tenant fails to remove any such alterations or improvements, or any of Tenant's equipment, trade fixtures or personal property from the Premises within fifteen (15) days following the termination of the Lease, they shall become Landlord's property, and Tenant shall pay for the cost of the removal of same by Landlord and for the cost of the repair of any damage done to the Premises resulting from such removal. Further, at the expiration or earlier termination of this Lease, Tenant shall be solely responsible for removing, or capping and labeling, all of Tenant's electronic, data and telecommunications wiring and cabling in accordance with the applicable provisions of the Uniform Construction Code, as required by law. The provisions of this Paragraph (c) shall survive the expiration or termination of this Lease.

(d) Signage. Any and all signage, including but not limited to exterior and window lettering, shall be approved, in writing, by landlord prior to installation.

7. Mechanics' and Other Liens.

(a) Covenant Against Liens. Tenant covenants that it shall not (and has no authority to) create or allow any encumbrance against the Premises, or any part thereof or of Landlord's interest therein.

(b) Mechanics' Liens. Tenant covenants that it shall not suffer or permit to be created, or to remain, any lien or claim thereof (arising out of any work done or services, material, equipment or supplies furnished for or at the request of Tenant or by or for any contractor or subcontractor of Tenant, other than such furnished by Landlord) which is or may become a lien upon the Premises, or any part of any thereof or the income therefrom or any fixture, equipment or similar property therein.

(c) Discharge of Liens. If any lien or claim shall be filed, Tenant shall within ten (10) days after receiving written notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond or otherwise. If Tenant shall fail to cause such lien or claim to be discharged and removed from record within that period, then, without obligation to investigate the validity thereof and in addition to any other right or remedy Landlord may have, Landlord may, but shall not be obligated to, contest the lien or claim or discharge it by payment, deposit, bond or otherwise; and Landlord shall be entitled, if Landlord so decides, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest and costs. Any amounts so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith, together with interest at the Lease Interest Rate from the respective dates of Landlord's making of the payment or incurring of the cost or expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord promptly on demand.

8. Tenant's Insurance.

(a) Liability Insurance Coverage. Tenant, at its expense, shall maintain during the Term both (i) a policy of commercial general liability insurance having limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate for personal injury, bodily injury, death, disease and damage or injury to or destruction of property (including the loss of use thereof) occurring upon, in, or about the Premises;

(b) Worker's Compensation and Employer's Liability Insurance. Tenant, at its expense, shall maintain during the Term a policy of worker's compensation insurance containing statutory limits covering Tenant's employees and business operations in the Premises, as well as a policy of employer's liability insurance providing coverage of not less than One Hundred Thousand Dollars (\$100,000.00). The required limit may be provided in the form of an Excess or Umbrella policy.

9. Assignment and Subletting.

(a) Limitation. Tenant shall not transfer this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that, in Landlord's reasonable discretion, the transferee is sufficiently creditworthy to perform Tenant's obligations under this Lease. "Transfer" shall include any sublease, assignment, license or concession agreement, mortgage or hypothecation of this Lease or Tenant's interest therein or in all or a portion of the Premises and shall include a change of control of Tenant or of any entity controlling Tenant.

10. Intentionally Deleted.

11. Quiet Enjoyment. Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms and conditions of this Lease.

12. No Recording. Neither this Lease nor any memorandum thereof shall be recorded by either party.

13. Surrender of Premises. At the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in good order and condition, ordinary wear and tear excepted.

14. Holding Over. Should Tenant continue to occupy the Premises after expiration of the Term of this Lease or any renewal or renewals thereof, or after a forfeiture incurred, such tenancy shall (without limiting any of Landlord's rights or remedies concerning an Event of Default) be one at sufferance from month to month at a minimum monthly rent equal to twice the total of the Rent payable for the last month of the Term of this Lease prior to the holdover and, in addition thereto, Tenant shall pay to Landlord an amount equal to all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. Neither Landlord's demand nor Landlord's receipt of the aforesaid compensation for use and occupancy shall be deemed to provide Tenant with any right to any use, occupancy, or possession of the Premises either for the period for which such compensation has been demanded or paid, or for any time before or after such period. The provisions of this Section 14 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law or in equity.

15. Default by Tenant; Remedies.

(a) Events of Default. Each of the following shall constitute an "Event of Default" under this Lease:

(i) if Tenant fails to make any payment of Base Rent or Additional Rent when due; or

(ii) if Tenant fails to comply with any of Tenant's other obligations under this Lease, and fails within five (5) days after written notice from

Landlord (or such other time period that may be expressly provided for in the relevant provision this Lease) to cure such default or to commence and diligently pursue such cure; or

(iii) if Tenant vacates the Premises without having first given Landlord thirty (30) days' written notice of its intention to vacate or without having made adequate provision for maintenance and security of the Premises; or

(iv) if Tenant makes an assignment for benefit of creditors, commits an act of bankruptcy or files a petition in bankruptcy or under any insolvency law; or

(v) if a petition in bankruptcy or under any insolvency law is filed against Tenant and is not dismissed within sixty (60) days thereafter;

(vi) if Tenant fails to remain open for business to the public for more than seven (7) consecutive calendar days;

(vii) if Tenant's leasehold estate or interest hereunder is seized under execution or other legal process.

(b) Remedies. Upon the occurrence of an Event of Default, Landlord may at any time thereafter, and without limiting the Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(i) Accelerate the whole or any part of the Rent and other charges, payments, costs and expenses herein agreed to be paid by Tenant for the entire unexpired balance of the Term. Such amount if so accelerated shall, in addition to any Rent already due and payable, be deemed due and payable as if, by the terms and provisions of this Lease, such accelerated Rent and other charges, payments, costs and expenses were on that date payable in advance.

(ii) If permissible under applicable laws, enter the Premises and without further demand or notice, proceed to sale of the goods, chattels and personal property there found and levy the Rent; and Tenant shall pay all costs and officers' commissions, including watchmen's wages and sums chargeable to Landlord, and in such case all costs, officers' commissions and other charges shall immediately attach and become part of the claim of Landlord for Rent.

(iii) Reenter the Premises and remove all persons and all or any property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution or damages therefore, and repossess and enjoy the Premises, together with all other installations of Tenant. Upon recovering possession of the Premises by reason of or based upon or arising out of an Event of Default, Landlord may, at Landlord's option, either terminate this Lease or make such alterations and repairs as may be necessary in order to relet the Premises; and relet the Premises or any part or parts thereof, either in Landlord's name or otherwise, for a term or terms which may at Landlord's option be

less than or exceed the period which would otherwise have constituted the balance of the Term and at such rent or rents and upon such other terms and conditions as in Landlord's reasonable discretion may seem advisable and to such person or persons as may in Landlord's discretion seem best. Upon each such reletting all rents received by Landlord from such reletting shall be applied: first, to the payment of any amounts other than Base Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and all costs of such alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of the Premises or the making of alterations and/or improvements thereto or the reletting thereof shall be construed as an election on the part of Landlord to terminate this Lease unless written notice of such election be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous Event of Default. Tenant, for Tenant and Tenant's successors and assigns, hereby irrevocably constitutes and appoints Landlord Tenant's and their agent to collect the rents due and to become due under all subleases of the Premises or any parts thereof without in any way affecting Tenant's obligation to pay any unpaid balance of Rent due or to become due hereunder.

(iv) To terminate this Lease and the Term hereby created without any right on the part of Tenant to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon Landlord shall be entitled to recover, in addition to any and all sums and damages for violation of Tenant's obligations hereunder in existence at the time of such termination, damages with respect to the unexpired portion of the Term in an amount equal to the amount of the Rent reserved for the balance of the Term, as well as all other charges, payments, costs and expenses herein agreed to be paid by Tenant for such period, all discounted at the rate of six percent (6%) per annum to their then present worth, less the fair rental value of the Premises for the balance of the Term, also discounted at the rate of six percent (6%) per annum to its then present worth, all of which amount shall be immediately due and payable from Tenant to Landlord.

(v) In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for.

(vi) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute, subject however, to legal and equitable principles limiting the exercise of duplicative remedies.

16. **Attorneys' Fees.** In the event of any default by Landlord or Tenant of any of its obligations under this Lease, the nonprevailing party shall immediately pay to the prevailing party, upon written demand, an amount equal to all reasonable attorney's fees and court costs incurred, whether or not an administrative and/or judicial action is commenced by reason of such default.

17. **Notices.** All bills, statements, notices or other communications given hereunder shall be deemed sufficiently given or rendered only if in writing and sent to Tenant or Landlord by certified or registered mail, return receipt requested, postage prepaid, or by commercial overnight carrier guaranteeing next business day delivery (such as Federal Express or UPS), addressed as follows:

If to Tenant:

If to Landlord:

or such other person or place as either party hereto may designate by notice given as aforesaid. Notice shall be deemed received as of the date set forth on the return receipt.

18. **Security Deposit.**

(a) **Cash Security.** Tenant shall, upon its execution and delivery of this Lease, deposit with Landlord the sum of \$10,000.00, which shall be held by Landlord and, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord at its option may apply said deposit, or any part thereof, to compensate Landlord for loss, cost, damage or expense sustained due to such default. Upon Landlord's request, Tenant shall forthwith remit to Landlord cash sufficient to restore said sum to the original sum deposited, and Tenant's failure to do so within five days after receipt of a demand therefore shall be an Event of Default under this Lease. If at the end of the Term Tenant is not in default hereunder, the balance of such security deposit shall be returned to Tenant. Landlord may deliver the funds deposited hereunder to any purchaser of or successor to Landlord's interest in this Lease or the Premises, and thereupon Landlord shall be discharged from all liability with respect to such deposit.

18. **Intentionally deleted.**

19. **General Provisions.**

(a) Entire Agreement; Amendments in Writing. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

(b) Non-Waiver. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

(c) Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto.

(d) Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Florida, County of Broward, without regard to conflict of laws principles. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(e) Sections and Paragraphs. As used in this Lease, a "Section" is a portion of text that is preceded by an arabic number and an underscored caption and includes all paragraphs within it, and a "Paragraph" is a portion of text within a Section that is preceded by a lower case letter in parentheses and an underscored caption and includes all subparagraphs within it.

(f) Time. Time is of the essence for this Lease. As used in this Lease, the term "business day" means a day other than a Saturday, Sunday or a federal holiday or a day that is recognized as a holiday in the State of Florida. If any time period for performance falls on a day that is not a business day, then such time shall be deemed extended to the next business day.

(g) Force Majeure. Unless otherwise specifically provided in this Lease, or unless otherwise indicated or reasonably inferrable from the context of any provision of this Lease, neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority,

civil riots, floods, and any other cause not reasonably within the control of Landlord or Tenant and which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome; provided, however, that in no event shall the foregoing provision be construed to apply to the obligation of Tenant to pay Rent.

(h) Authority.

(i) Tenant hereby represents, warrants, and covenants with and to Landlord as follows: the individual(s) acting as signatory on behalf of Tenant is (are) duly authorized to execute this Lease; Tenant has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Lease; this Lease is and shall be fully and completely binding upon Tenant; and Tenant shall timely and completely perform all of its obligations hereunder.

(ii) Landlord hereby represents, warrants, and covenants with and to Tenant as follows: the individual(s) acting as signatory on behalf of Landlord is(are) duly authorized to execute this Lease; Landlord has procured (whether from its members, partners or board of directors, as the case may be), the requisite authority to enter into this Lease; this Lease is and shall be fully and completely binding upon Landlord; and Landlord shall timely and completely perform all of its obligations hereunder.

(i) Waiver of Jury Trial. Landlord and Tenant each expressly waives the right to require a trial by jury in any action or proceeding brought by any party to this Lease with respect to this Lease, the Premises, or in any other matter related thereto.

(j) No Joint Venture. This Lease shall create only the relationship of Landlord and Tenant between Landlord and Tenant. Nothing herein is intended to be construed as creating a joint venture or partnership relationship between the parties hereto.

(k) No Third Party Beneficiaries. Notwithstanding anything to the contrary contained herein, no provision of this Lease is intended to benefit any party other than the signatories hereto and their permitted heirs, personal representatives, successors and assigns, and no provision of this Lease shall be enforceable by any other party.

(l) Exhibits. All exhibits referred to in this Lease are attached hereto and shall be deemed an integral part hereof.

(m) Counterparts. This Lease may be executed in multiple counterparts, but all such counterparts shall together constitute a single, complete and fully-executed document.

(n) Subordination. This Lease and all rights thereunder are subordinate to any and all mortgages of record encumbering the Premises, whether now existing or whether recorded in the future.



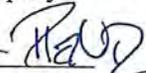
IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease Agreement this ____ day of _____, 2018.

In the presence of:

Print Name: _____

Landlord:

MK JACKSON LLC, a Florida limited liability Company

By: Mary K. Jackson 

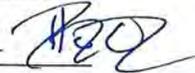
Name: MARY K. JACKSON Daniel Vauter
Title: PRESIDENT Vice President

In the presence of:

Print Name: _____

Tenant:

AQUACHAMPS SWIM SCHOOL, INC., a Florida profit corporation

By: Mary K. Jackson 

Name: MARY K. JACKSON Daniel Vauter
Title: PRESIDENT Vice President

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NARRATIVE

AquaChamps Swim School is excited to relocate its world-renowned swimming program from the City of Wilton Manors, to the City of Oakland Park. In September 2018, we purchased an undeveloped lot located at 509 NE 43 Street, Oakland Park, FL. Oakland Park offered a site that was compatible to meet the needs of our expanding business with roadways easily accessible from all directions and zoning that fits our unique business. Additionally, the City attracted us with its business friendly strategies and made us feel that this was the place we wanted to call home. We will be building a new state-of-the-art aquatic facility to offer diverse programs such as; our learn to swim private lessons and group classes, Baby & Me swimming, competitive stroke development, AquaTherapy, Community Outreach Programs, Public Open Swim, Water Safety Camps, and much more.

The AquaChamps Swim School project will provide a fully Americans with Disabilities Act (ADA) compliant facility. The project will include several components; some of which include:

- 1) Two ADA accessible pools
- 2) A 2200 sq ft building for offices, restrooms, retail sales, administrative offices and a multipurpose room for camps and CPR/First Aid classes.
- 3) There will be a contained parking lot with 24 spaces.
- 4) The property will include a sidewalk with ADA accessible entrance to the facility, as well as various landscape and green space elements to improve the aesthetic of the property.
- 5) AquaChamps will also be addressing the elevation and drain field of the area to improve storm water drainage and mitigate any flooding issues.
- 6) AquaChamps Swim School's new location will allow us to employ approximately 25 staff members.
- 7) Our hope is that this project serves as an impetus to other business to make improvement in the area.

AquaChamps Swim School has secured a Small Business Administration Loan through Stone Bank for our project's financing needs.

Our renderings included in the submission illustrate our vision for AquaChamps Swim School and the improvements we are bringing to the area. Our sleek, new design will serve as a destination for our families to come to Oakland Park and explore the community. We look forward to partnering with other

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Oakland Park businesses to promote each other and the City. The City of Oakland Park has no accessible swimming pools in the City. The leading cause of death in Florida for children under the age of 4 is drowning; enough children die of drowning each year to fill 3-4 classrooms. AquaChamps Swim School looks forward to working with the City of Oakland Park to be a leader in drowning prevention and to provide the community with access to safer, smarter and healthier swimming.

BUDGET FOR PROJECT

(see construction contract for more details)

DESCRIPTION	AMOUNT
Land Acquisition	\$450,000.00
Construction	\$1,394,016.25
Pools & Decking	\$218,000.00
Soft Costs (permits, site design, architectural design, civil engineering, structural engineering, landscape engineering, photometric design, mechanical & electrical design, geotechnical engineering)	\$275,000.00

DETAILED BREAKDOWN OF EXTERIOR IMPROVEMENTS

(for which reimbursement is being requested, construction contract contains detailed cost breakdowns)

- 1) Brick or textured pavement – heat resistant, slip resistant pavers around both pools
- 2) Construction for new entrances & exits
 - a. Exterior – one new driveway entry from NE 43 St and one new driveway exit onto NE 5 Terrace
 - b. Interior – construction of new 2200 sq. ft. building will consist of 3 entrances/exits to & from building
- 3) New doors – new building will include all new impact doors to exterior and all new interior doors
- 4) Removal of deteriorated building materials – the site preparation phase of construction consists of removal of debris such as old asphalt, piping, plumbing, wiring, etc. The site preparation also includes demucking the site and subsequent certification by Geotechnical Engineer.
- 5) Fees – site design, engineering, permitting

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- 6) Landscaping – plans include landscape engineering plans for all new landscaping (as only 2 trees existed on the property at purchase) and complete irrigation plan
- 7) Exterior repair, stucco & painting – new building includes stucco & painting as well as new fencing & gates around entire property
- 8) Exterior window upgrades – new building will include all new impact windows
- 9) Costs associated with installation & improvement of parking, driveways & sidewalks – project includes new one way drive aisle with 24 parking spots and sidewalks
- 10) Exterior lighting & related electrical work – project includes two parking lot light poles, exterior lighting along perimeter fence, exterior lighting around entrances & exits, and relating electrical plans
- 11) Exterior signage – signage will include one monument sign at corner of NE 5 Terrace/NE 43 Street, signage on building on south side (NE 43 St), and signage at entrance of building



CONTRACTOR BIDS

(two bids included, CKA is our chosen General Contractor)



H DESIGN GROUP
design + build

PROPOSAL FORM

Proposal for furnishing all labor and material necessary and required for the construction of:



AQUACHAMPS SWIM SCHOOL PROJECT
509 NE 43rd Street
Oakland Park, FL 33309

A. BASE BID

The undersigned having visited the site of proposed work and having familiarized himself with local conditions affecting the cost of the work: and with all requirements of the specifications, drawings, and addenda as prepared by the Owner, hereby proposes to furnish all things as required by said documents thereto for the stipulated (Base Bid) sum of:

One Million Seven Hundred Twenty Four Thousand Eight Hundred Fifty & 93/100
(Dollar Amount in Words)

\$1,724,850.93
(Dollar Amount in Numbers)

B. Instruction to Contractors

1. Construction shall start: **February 1, 2019** (or as soon as permits are ready from the City of Oakland Park)
2. Substantial completion to be **254** days after start date.

3. Provide proposal Form as follows:

CSI DIVISIONS	TRADE		BID AMOUNT
NOTE: CSI DIVISIONS ASSIGNED ACCORDING TO MASTER FORMAT 2016			
00 70 00	General Conditions		\$ 51,721.00
02 20 00	Existing Conditions		\$ 12,757.00
03 00 00	Concrete		\$ 250,000.00
04 00 00	Masonry	*Included on Concrete (03 00 00)	
05 00 00	Metals		\$ 64,850.00
05 10 00	Structural Metal Framing		
05 20 00	Metal Joists		
05 30 00	Metal Decking		
05 40 00	Cold-formed Metal Framing		
	Miscellaneous Metals		
05 50 00	Stairs & Railings		
06 10 00	Rough Carpentry		
06 80 00	Fiber-Reinforced Hybrid Wall Cladding	* Allowance	\$ 10,000.00
06 40 00	Architectural Woodwork	* Allowance	\$ 15,000.00
07 00 00	Thermal and Moisture Protection		\$ 5,400.00
08 00 00	Openings - Doors, Windows, Glazing, Hardware		\$ 55,025.00
09 20 00	Furring & Lathing, Drywall Construction		\$ 36,727.00
09 24 23	Cement Stucco		\$ 26,600.00
09 30 13	Ceramic Tile		\$ 17,454.40
	Countertops	* Allowance	\$ 3,000.00
09 50 00	Acoustical Ceilings		\$ 6,988.00
09 65 19	Resilient Flooring		\$ 11,410.50

H Design Group LLC
CGC 1525488

1001 W. Cypress Creek Rd., Suite 403
Ft. Lauderdale, FL 33309

www.hdesigngroupusa.com
tel: 954.251.0980

09 91 00	Painting		\$	17,600.00
09 72 00	Wall Coverings		\$	2,235.00
10 28 00	Toilet & Bath Accessories, Misc. Accessories/Specialties		\$	3,660.00
11 00 00	Equipment and Appliances		\$	5,183.35
13 00 00	Swimming Pools, Deck, Drainage and Equipment		\$	299,274.00
22 00 00	Plumbing		\$	52,800.00
22 40 00	Plumbing Fixtures	* Allowance	\$	8,000.00
23 00 00	HVAC		\$	34,661.00
26 00 00	Electrical		\$	108,757.00
26 50 00	Lighting (Incl. Fixtures)	*Allowance	\$	9,000.00
27 00 00	Communications, Monitoring, Automation, Security		\$	8,500.00
31 00 00	Earth Work - Including De-mucking, excavation, site grading, and shoring		\$	270,856.00
032 30 00	Site Improvements - Fences and Gates, Retaining Walls, etc.		\$	56,150.00
32 80 00	Irrigation		\$	14,650.00
32 90 00	Planting		\$	27,900.00
33 00 00	Utilities			
	Insurance		\$	7,500.00
	Overhead		\$	148,655.92
	Profit		\$	82,135.76
TOTAL			\$	1,724,450.93

D. ALTERNATE PRICES

Alternate Price No. 1 _____
 Alternate Price No. 2 _____
 Alternate Price No. 3 _____
 Alternate Price No. 4 _____

D. CHANGE ORDERS

Extra work authorized through Change Order shall be presented by the General Contractor as a stipulated sum in the form of AIA Document G701.

E. SUB-CONTRACTORS

The undersigned, if awarded the contract, will employ the following firms, organizations or companies for the trades thus noted:

Demucking:	<u>US Engineering, 954.445.9899</u>
Site Grading & Drainage:	<u>US Engineering, 954.445.9899</u>
Parking Lot:	<u>US Engineering, 954.445.9899</u>
Concrete:	<u>Ciman, 786.543.0367</u>
Plumbing:	<u>DAG Plumbing, 561.999.9065</u>
HVAC:	<u>DNA Air Conditioning, 954.817.6405</u>
Electrical:	<u>South Florida Coastal Electric, 786.236.8149</u>
Swimming Pool:	<u>National Pool, 305.970.9883</u>

F. BID ACCEPTANCE:

If written notice of acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within ninety (90) days after the date of the opening Bids or at any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after such date of such mailing, telegraphing, or delivery of such notice, execute and deliver contract in the form required by Owner.



H DESIGN GROUP
design + build

CGC 1525488

QUOTE

1001 W Cypress Creek Road, Suite 403
Fort Lauderdale, FL 33309
786.301.0020 - 954.2510890
andres@hdesigngroupusa.com

QUOTE NO. 18 - 073
DATE 5-Dec-18
CUSTOMER ID AquaChamps

TO AQUACHAMPS SWIM SCHOOL
1921 NE 26th Street
Wilton Manors FL 33305

REPRESENTATIVE	JOB	PAYMENT TERMS	DUE DATE
ANDRES HOYOS	NEW CONSTRUCTION	PROGRESS PAYMENT	4-Jan-19
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PERMITS BY OWNER			
TOTAL THIS SECTION			\$0.00
GENERAL REQUIREMENTS - 01			
	Project Coordination / Supervision / Project Management		Included
1.00	Field Engineering / Demarcation		\$2,500.00
1.00	Mobilization		\$900.00
1.00	Temporary Utilities		\$1,800.00
1.00	Temporary Barriers and Enclosures / Exterior fence		\$5,000.00
1.00	Project Identification and signs		\$500.00
16.00	Dumpsters 30 yard / Trash removal	\$600.00	\$9,600.00
40.00	Labor for maintenance and organization per week	\$280.00	\$11,200.00
1.00	20 x 8 container Office	\$5,646.00	\$5,646.00
40.00	Portable toilet	\$125.00	\$5,000.00
1.00	Temporary Internal protection rails and fences	\$2,000.00	\$2,000.00
2500.00	Floor protection	\$0.80	\$2,000.00
2500.00	Final clean up and post construction interior	\$0.65	\$1,625.00
3000.00	Final clean up and post construction exterior	\$0.65	\$1,950.00
1.00	Final window cleaning	\$2,000.00	\$2,000.00
TOTAL THIS SECTION			\$51,721.00
SITE WORK - 02			
DEMOLITION - 02050			
	Demolition		
TOTAL THIS SECTION			\$12,757.00
CONCRETE- 03			
1.00	Concrete formwork		

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1.00	Concrete Reinforcement		
1.00	Cast in place concrete		
TOTAL THIS SECTION			\$250,000.00
MASONRY - 04			
	Included on concrete / shell		
TOTAL THIS SECTION			\$0.00
METALS - 05			
	Structural Metal Framing / Included		\$0.00
	Metal Joist / Included		\$0.00
	Metal Deck / Included		\$64,850.00
	Cold - formed Metal Framing		\$0.00
TOTAL THIS SECTION			\$64,850.00
WOOD - 06			
	Rough Carpentry		
392.00	Fiber Reinforced Hybrid Wall Cladding / Façade Resysta Material		\$10,000.00
	Kitchen Cabinets / Cubbles / Benches / Glass shelves		\$15,000.00
TOTAL THIS SECTION			\$25,000.00
		Allowance*	\$25,000.00
THERMAL AND MOISTURE PROTECTION - 07			
	Insulation ceiling - Included In roof estimate		\$0.00
1.00	Insulation walls WALL TYPE 2 / WALL TYPE 3 / EXTERIOR R5 RIGID BOARD		\$5,400.00
This prices are conceptual based on the scope of work provided. An engineer must visit the site to review existing condition of walls ceilings and framing behind sheetrock and provide final recommendations.			
TOTAL THIS SECTION			\$5,400.00
DOORS AND WINDOWS - 08			
1.00	Metal exterior windows and doors - missile impact glass - One color	\$48,780.00	\$48,780.00
4.00	Interior Door Solid Wood Core Single, Swing - D	\$315.00	\$1,260.00
2.00	Interior Door Solid Wood Core Single, Swing - E	\$310.00	\$620.00
2.00	Interior Door Solid Wood Core W/ Louver Single, Swing - F	\$335.00	\$670.00
1.00	Interior Door Solid Wood Core Double, Pocket - G	\$1,600.00	\$1,600.00
1.00	Interior Door Solid Wood Core Double, Swing - H	\$630.00	\$630.00
3.00	Interior Door Solid Wood Core Single, Swing - J	\$315.00	\$945.00
13.00	Hardware TBD - Allowance	\$40.00	\$520.00
TOTAL THIS SECTION			\$55,025.00
FINISHES - 09			
GYPSUM BOARD 09 20 00			
1.00	Interior New Walls, exterior CMU walls, Interior Door Bucks, Framing Ceiling	\$36,727.00	\$36,727.00
TOTAL THIS SECTION			\$36,727.00
CEMENT STUCCO 09 24 23			

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1.00	Smooth Stucco Finish on North, South West and East Elevations	\$26,600.00	\$26,600.00
	Parapet walls / Walls and Columns Fence		
	TOTAL THIS SECTION		\$26,600.00
CERAMIC TILE 09 300			
20.00	Installation Water Proof Membrane Shower	\$5.00	\$100.00
218.00	Installation Porcelain tile Floors	\$10.00	\$2,180.00
564.00	Installation Porcelain tile Walls	\$17.00	\$9,588.00
350.00	Provide and Install baseboard 6" Wood	\$3.00	\$1,050.00
	TILE MATERIAL		
232.00	TILE MATERIAL - Mitte Gray 12 x 24	\$11.00	\$2,552.00
700.00	TILE MATERIAL - Mitte Gray Border Tile 12 x 12	\$2.20	\$1,540.00
110.00	TILE MATERIAL - Mitte Gray Bullnose Tile	\$4.04	\$444.40
	TOTAL THIS SECTION		\$17,454.40
COUNTERTOPS			
	Provide and install laminate countertop . TBD	\$0.00	\$0.00
	TOTAL THIS SECTION	Allowance*	\$3,000.00
ACOUSTICAL CEILINGS			
	Armstrong system white		\$6,988.00
	TOTAL THIS SECTION		\$6,988.00
RESILIENT FLOORING 09 600			
2038.00	Installation VCT floors	\$1.50	\$3,057.00
2038.00	Provide and Install vaporproof barrier 6000	\$1.00	\$2,038.00
2242.00	VCT Floor material	\$2.75	\$6,165.50
3.00	Door saddle	\$50.00	\$150.00
	TOTAL THIS SECTION		\$11,410.50
PAINTING-09 900			
	Exterior paint - Walls		
	Interior paint - Walls		
	Lacquer Paint Doors		
	Lacquer Paint Baseboards		
	TOTAL THIS SECTION		\$17,600.00
WALL COVERING-09 950			
170.00	TILE MATERIAL - Yacoubou Plastic Wave	\$1.00	\$535.00
170.00	Installation panels	\$10.00	\$1,700.00
	TOTAL THIS SECTION		\$2,235.00
TOILET AND BATH ACCESSORIES			
1.00	Provide and Install Bathroom Accessories. As per plans	\$3,660.00	\$3,660.00
	TOTAL THIS SECTION		\$3,660.00

EQUIPMENT - 11			
	Beverage Fridge		\$286.19
	Garbage disposal		\$95.40
	Dishwasher		\$1,006.99
	Microwave		\$741.99
	Refrigerator		\$1,621.79
	Washer & Dryer		\$1,430.99
	TOTAL THIS SECTION		\$5,183.35
SPECIAL CONSTRUCTION - 13			
1.00	Swimming Pools AS PER PLANS		
	TOTAL THIS SECTION		\$299,674.00
MECHANICAL - 15			
PLUMBING - 15 400			
	New plumbing AS PER PLANS		
	TOTAL THIS SECTION		\$52,800.00
PLUMBING FIXTURES - 15 400			
	Plumbing Fixtures AS PER PLANS		
	TOTAL THIS SECTION	ALLOWANCE*	\$8,000.00
HEATING, VENTILATION AND AIR CONDITIONING (HVAC) - 15-400			
	Mechanical AS PER PLANS		
	TOTAL THIS SECTION		\$34,661.00
ELECTRICAL-16-000			
	New electrical layout as per electrical plans		
	TOTAL THIS SECTION		\$108,757.00
LIGHT FIXTURES			
	Light fixtures package		
	TOTAL THIS SECTION	ALLOWANCE*	\$9,000.00
COMMUNICATIONS/ MONITORING / AUTOMATION / SECURITY			
	CCTV		
	TOTAL THIS SECTION		\$8,500.00
EARTHWORK / DE-MUCKING / EXCAVATION			
	Building pad / Drainage / Offsite Drainage / Water System / Sewer / Paving and related / Sign & Striping /		
	TOTAL THIS SECTION		\$270,866.00
SITE IMPROVEMENTS / FENCES / GATES			
	Fence and Gates / In pine wood natural color		\$41,180.00
	Exterior Rolling		\$14,970.00
	TOTAL THIS SECTION		\$56,150.00
IRRIGATION			
	Irrigation Installation		\$14,650.00

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TOTAL THIS SECTION		\$14,650.00
PLANTING		
Trees and plants		\$27,900.00
TOTAL THIS SECTION		\$27,900.00
UTILITIES		
Connection to utilities by owner		\$0.00
TOTAL THIS SECTION		\$0.00

SUBTOTAL	\$1,484,559.25
INSURANCE	\$7,500.00
OVERHEAD 10%	\$148,655.92
SUBTOTAL CONSTRUCTION COST	\$1,642,715.17
PROFIT 5%	\$82,135.76
TOTAL CONSTRUCTION COST	\$1,724,850.93

AQUACHAMPS SWIM SCHOOL

SCHEDULE

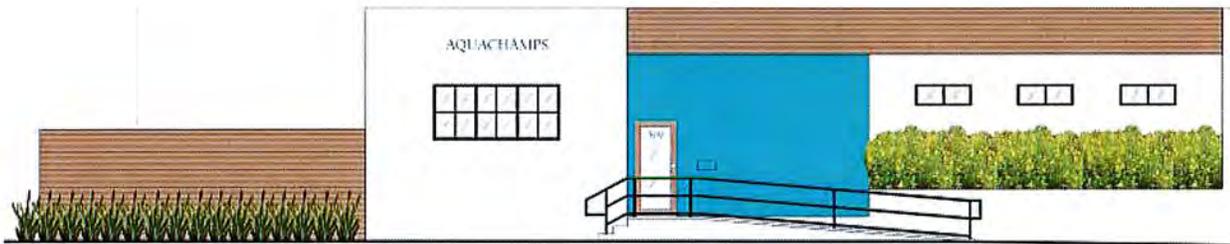
TASK	Q1			Q2			Q3			Q4		
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1 PLANS APPROVED												
2 EARTH WORK - DEMUCKING												
3 BUILDING SHELL / RETAINING WALLS												
4 METAL / ROOF DECK												
5 WINDOWS FITTED												
6 METAL FRAMING												
7 POOL AND DECKING												
8 ROOF AND SHELL COMPLETE												
9 ELECTRICAL												
10 PLUMBING												
11 HVAC												
12 LOW VOLTAGE												
13 DRY WALL HANGING AND STUCCO												
14 TILING, FLOORING, KITCHEN												
15 PAVING PARKING LOT												
16 LANDSCAPING												

*PROJECTED CONSTRUCTION 10 MONTHS



Proposal for:

AQUACHAMPS SWIM SCHOOL 509 NE 43rd. Street Oakland Park, FL 33334



Prepared by:

CKA Construction Group



3524 NW 10TH AVE
OAKLAND PARK, FL 33309
TEL: 954-537-4006
FAX: 954-537-4008
WWW.CKACONSTRUCTION.COM



3524 NW 10TH AVE
OAKLAND PARK, FL 33309
TEL: 954-537-4006
FAX: 954-537-4008
WWW.CKACONSTRUCTION.COM



December 7, 2018

AquaChamps Swim School 1921 NE 26th Street
Wilton Manors, FL 33305

Dear AquaChamps Group:

Attached is our proposal for the above-referenced project. Please review and let us know if you have any questions or comments. We are available to answer any questions or concerns over the phone or in person, whichever is more convenient for you.

Thanks for the opportunity and we look forward to working with you on this project. Sincerely,

Kevin Crousillat
President
CKA Construction Group, LLC

Cc: Nicolas Gomez File

Re: AquaChamps Swim School – 509 NE 43rd Street

A handwritten signature in black ink, appearing to read "K. Crousillat", with a long horizontal flourish extending to the right.



CKA
CONSTRUCTION GROUP

3524 NW 10TH AVE
OAKLAND PARK, FL 33309
TEL: 954-537-4006
FAX: 954-537-4008
WWW.CKACONSTRUCTION.COM

PROPOSAL FORM

CKA Construction Group of Florida, LLC - estimating@ckaconstruction.com

Proposal for furnishing all labor and material necessary and required for the construction of:

AQUACHAMPS SWIM SCHOOL PROJECT
509 NE 43RD Street, Oakland Park, Florida 33334

A. BASE BID

The undersigned having visited the site of proposed work and having familiarized himself with local conditions affecting the cost of the work: and with all requirements of the specifications, drawings, and addenda as prepared by the Owner, hereby proposes to furnish all things as required by said documents thereto for the stipulated (Base Bid) Sum of:

One Million Five Hundred Sixty Nine Thousand, Four Hundred
\$ Fifty Two & Eighty Three Cents \$ 1,569,452.83
(Dollar Amount in Words) (Dollar Amount in Numbers)

B. Instruction to Contractors

1. Construction shall start: within 14 days from notice to proceed

Substantial completion to be 300 days after start date.

3. Provide Proposal Form as follows:

CSI DIVISIONS	TRADE	BID AMOUNT
NOTE: CSI DIVISIONS ASSIGNED ACCORDING TO MASTER FORMAT 2016		
		112,711.00
00 70 00	General Conditions	
02 20 00	Existing Conditions	7,600.00
03 00 00	Concrete	217,520.25
04 00 00	Masonry	In concrete
05 00 00	Metals	70,608
05 10 00	Structural Metal Framing	In drywall
05 20 00	Metal Joists	Included Above
05 30 00	Metal Decking	Included Above
05 40 00	Cold-Formed Metal Framing	In drywall
	Miscellaneous Metals	Included Above
05 50 00	Stairs & Railings	Included Above
06 10 00	Rough Carpentry	1,800.00
06 80 00	Fiber-Reinforced Hybrid Wall Cladding	7,860.00
06 40 00	Architectural Woodwork	18,284.90
07 00 00	Thermal and Moisture Protection	68,562.00

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08 00 00	Openings – Doors, Windows, Glazing, Hardware	41,050.76
09 20 00	Furring & Lathing, Drywall Construction	44,061.00
09 24 23	Cement Stucco	24,434.00
09 30 13	Ceramic Tile	38,240.00
	Countertops	In Arch. Woodwork
09 50 00	Acoustical Ceilings	8,774.00
09 65 19	Resilient Flooring	In ceramic tile
09 91 00	Painting	9,800.00
09 72 00	Wall Coverings	In ceramic tile
10 28 00	Toilet & Bath Accessories, Misc. Accessories/Specialties	4,814.00
	Signage	13,666.00
11 00 00	Equipment and Appliances	6,660.00
13 00 00	Swimming Pools, Deck, Drainage and Equipment	235,500.00
22 00 00	Plumbing	32,050.00
22 40 00	Plumbing Fixtures	5,041.00
23 00 00	HVAC	22,093.00
26 00 00	Electrical	93,015.00
26 50 00	Lighting (incl. Fixtures)	32,150.00
27 00 00	Communications, Monitoring, Automation, Security	Not included
31 00 00	Earth Work – including De-mucking, Excavation, Site Grading, and Shoring	133,365.00
032 30 00	Site Improvements – Fences and Gates, Retaining Walls, etc.	27,090.00
32 80 00	Irrigation	11,468.00
32 90 00	Planting	27,454.85
33 00 00	Utilities	129,230.00
	Pavers	23,900.00
	Insurance	11,841.09
	Overhead & Profit	89,518.61
	Profit	

TOTAL		\$ 1,569,452.83
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C. Alternate Prices:

Alternate Price No. 1 N/A

Alternate Price No. 2 N/A

Alternate Price No. 3 N/A

Alternate Price No. 4 N/A

D. CHANGE ORDERS

Extra work authorized through Change Order shall be presented by the General Contractor as a stipulated sum in the form of AIA Document G701.

E. SUB-CONTRACTORS

The undersigned, if awarded the contract, will employ the following firms, organizations or companies for the trades thus noted:

State name of firm, organization, or company for each trade:

Demucking _____ US Engineering _____
 Site Grading & Drainage _____ US Engineering _____
 Parking Lot _____ US Engineering _____
 Concrete _____ CKA Construction _____
 Plumbing _____ A & Y Plumbing _____
 HVAC _____ Sansone AC _____
 Electrical _____ McAuley Electric _____
 Swimming Pool _____ LaGasse Pools _____

F. BID ACCEPTANCE:

If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the date of opening of Bids or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivery of such notice, execute and deliver a contract in the form required by the Owner.

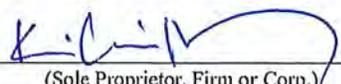
G. ADDENDUM RECEIPT

Receipt of the following Addenda to the Specifications or Drawings is acknowledged:

Addendum No. N/A Dated N/A
 Addendum No. N/A Dated N/A

H. SIGNATURES:

The undersigned agrees, if awarded the Contract, to commence work within seven (7) calendar days after Notice to Proceed and complete all the work within the time period as described.

DATE 12/7/2018 SIGNED 
 (Sole Proprietor, Firm or Corp.)

BY Kevin Crousillat
 (Partner, President, etc.)

Where Bidders is Corporation, add:

(Seal) Attest _____
 (Secretary)



3524 NW 10TH AVE
 OAKLAND PARK, FL 33309
 TEL: 954-537-4006
 FAX: 954-537-4008
 WWW.CKACONSTRUCTION.COM

Aquachamps Swim School 509 NE 43rd Street Pompano Beach, FL 33334

Cost Breakdown Summary 12/7/18

DESCRIPTION	Qty	Rate	Total	Notes
DIV. 1 - GENERAL CONDITIONS Fixed				
General Superintendent	10	ea \$ 6,800.00	\$ 68,000.00	
Punch Out Crew	1	ea \$ 2,500.00	\$ 2,500.00	
Misc. Labor	10	ea \$ 500.00	\$ 5,000.00	
Project Manager	10	ea \$ 750.00	\$ 7,500.00	
Weekly clean up	43	ea \$ 150.00	\$ 6,450.00	
Temporary Protection	1	ls \$ 1,000.00	\$ 1,000.00	
Small Tools & Tool Shed	1	ls \$ 2,000.00	\$ 2,000.00	
Permit Fee's		By Owner	By Owner	
Permit Processing		By Owner	By Owner	
Special Inspector		By Owner	By Owner	
Geotechnical Services		By Owner	By Owner	Including proctor test, density and compaction tests.
Temp Construction Fence & Gates	1	ea \$ 1,800.00	\$ 1,800.00	Utilize portions of existing chain-link fence during construction.
Blue Prints and Specs Reproduction	1	ea \$ 1,100.00	\$ 1,100.00	
Final Cleaning	1	ea \$ 1,800.00	\$ 1,800.00	
Storage Containers	1	ls \$ 1,521.00	\$ 1,521.00	
Dumpsters	13	ea \$ 700.00	\$ 9,100.00	
Temp. Water Usage & Meter	10	ea \$ 150.00	\$ 1,500.00	
Temp. & Portable Toilets	10	ea \$ 150.00	\$ 1,500.00	
Temp. Electric Current	10	ea \$ 200.00	\$ 2,000.00	
			\$ 112,771.00	DIV 1 SUBTOTAL
DIV. 2 - EXISTING CONDITIONS				
Surveying	1	ea \$ 7,600.00	\$ 7,600.00	
Sitework	1	ea \$ 58,283.00	\$ 58,283.00	Site demo, democking at Building and pool footprint only per revised soil report, building pads.
			\$ 65,883.00	DIV 2 SUBTOTAL
DIV. 3 - CONCRETE				
Shell	1	ea \$ 214,144.25	\$ 214,144.25	
Flatwork & Equipment Pads	1	ea \$ 3,376.00	\$ 3,376.00	Site sidewalks and detectable warning pads
			\$ 217,520.25	DIV 3 SUBTOTAL
DIV. 4 - MASONRY				
Masonry	1	ea In shell	In shell	
			\$-	DIV 4 SUBTOTAL
DIV. 5 - METALS				
Structural Steel/Misc. Metals	1	ea \$ 70,608.00	\$ 70,608.00	
			\$ 70,608.00	DIV 5 SUBTOTAL
DIV. 6 - WOOD & PLASTICS				
Millwork & Casework	1	ea \$ 6,300.00	\$ 6,300.00	Lobby and Hallway cabinets, toe-kicks, p-lam countertops, glass shelves.
Kitchen Cabinets	1	ea \$ 9,800.00	\$ 9,800.00	Allowance for kitchen cabinets and countertop. Kitchen model and finishes not specified.
Wood base and casing	1	ea \$ 2,184.90	\$ 2,184.90	Baseboard included as 1x5; casing included as 1 x3-1/2"
Rough Carpentry Labor	1	ea \$ 1,800.00	\$ 1,800.00	Window Bucks
			\$ 20,084.90	DIV 6 SUBTOTAL
DIV. 7 - THERMAL AND MOISTURE PROTECTION				
Roofing	1	ea \$ 58,985.00	\$ 58,985.00	
Insulation	1	ea \$ 3,655.00	\$ 3,655.00	Rigid insulation on exterior walls included as R-5
Fire Stopping/Fireproofing	1	ea \$ 500.00	\$ 500.00	
Miscellaneous Caulking & Waterproofing	1	ea \$ 1,500.00	\$ 1,500.00	Planter waterproofing
Miscellaneous Caulking & Waterproofing	1	ea \$ 2,322.00	\$ 2,322.00	Waterproofing membrane at exterior soffits and parapet walls per plans. Included as Vycor EN
Window & Door Waterproofing	1	ea \$ 1,600.00	\$ 1,600.00	Liquid applied waterproofing at exterior window and door openings.
			\$ 68,562.00	DIV 7 SUBTOTAL
DIV. 8 - OPENINGS				
Exterior Windows & Doors	1	ls \$ 33,613.76	\$ 33,613.76	
Interior Doors	1	ls \$ 6,557.00	\$ 6,557.00	

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Door Hardware	1 ls.	\$ 880.00	\$ 880.00		Interior door hardware included as Taymor Duke. No specs provided.
				\$ 41,050.76	DIV 8 SUBTOTAL
DIV. 9 - FINISHES					
Stucco	1 ea.	\$ 24,434.00	\$ 24,434.00		Building and site stucco.
Drywall/Framing	1 ea.	\$ 24,161.00	\$ 24,161.00		Interior metal framing, drywall and finishing
Drywall/Framing	1 ea.	\$ 19,900.00	\$ 19,900.00		Exterior framing and sheathing. Metal framing included as 16 GA. Structural drawings to be adjusted.
Stone & Tile	1 ls.	\$ 38,240.00	\$ 38,240.00		Tile and VCT
Misc. Exterior Design Finishes	1 ls.	\$ 7,862.20	\$ 7,862.20		Resysta wood cladding on parapet walls
Suspend Acoustical Ceilings	1 ls.	\$ 8,774.00	\$ 8,774.00		
Painting	1 ea.	\$ 9,800.00	\$ 9,800.00		
				\$ 133,171.20	DIV 9 SUBTOTAL
DIV. 10 - SPECIALITIES					
Toilet and Bath Accessories	1 ls.	\$ 4,814.00	\$ 4,814.00		
Fire Extinguishers and Cabinets	1 ls.	Included above	Included above		
Signage	1 ls.	\$ 13,666.00	\$ 13,666.00		Allowance for sign package
				\$ 18,480.00	DIV 10 SUBTOTAL
DIV. 11 - EQUIPMENT					
Residential Equipment - Appliances	1 ea.	\$ 6,660.00	\$ 6,660.00		
				\$ 6,660.00	DIV 11 SUBTOTAL
DIV.12 - FURNISHINGS					
Window Treatments	1 ea.	Not Included	Not Included		
Furniture	1 ea.	Not Included	Not Included		
DIV. 13 - SPECIALTY CONSTRUCTION					
Pool & Spa	1 ls.	\$ 235,500.00	\$ 235,500.00		2 pools as specified. Coping included as 4" x 8", 8" x 16" specified is not available.
				\$ 235,500.00	DIV 13 SUBTOTAL
DIV. 14 - CONVEYING EQUIPMENT					
Elevators	1 ea.	Not Included	Not Included		
DIV. 21 - FIRE SUPRESION					
Fire Sprinklers	1 ea.	Not Included	Not Included		
				\$-	DIV 21 SUBTOTAL
DIV. 22 - PLUMBING					
Plumbing	1 ea.	\$ 32,050.00	\$ 32,050.00		Water meter and meter box not included.
Plumbing Fixtures	1 ea.	\$ 5,041.00	\$ 5,041.00		
				\$ 37,091.00	DIV 22 SUBTOTAL
DIV. 23- HVAC					
HVAC	1 ea.	\$ 22,093.00	\$ 22,093.00		
				\$ 22,093.00	DIV 23 SUBTOTAL
DIV. 26 - ELECTRIC					
Electrical	1 ea.	\$ 93,015.00	\$ 93,015.00		
Light Fixtures	1 ea.	\$ 32,150.00	\$ 32,150.00		
Low Voltage - Data, TV & Phone	1 ea.	In Electrical	In Electrical		TV and data wiring only. Empty conduits and j-boxes for security cameras included. Security camera wiring and devices not included. Telephone wiring not included.
Site Lighting	1 ea.	In Electrical	In Electrical		
Underground Electric	1 ea.	In Electrical	In Electrical		
				\$ 125,165.00	DIV 26 SUBTOTAL
DIV. 32 - EXTERIOR IMPROVEMENTS					
Irrigation	1 ea.	\$ 11,468.00	\$ 11,468.00		Irrigation meter and meter box not included.
Landscaping	1 ea.	\$ 27,454.85	\$ 27,454.85		
Patio & Pool Deck	1 ls.	\$ 23,900.00	\$ 23,900.00		Pavers at Pool Deck and deck drain.
Underground Utilities	1 ea.	\$ 129,230.00	\$ 129,230.00		Water, sewer, drainage
Driveway & Walkway	1 ea.	\$ 72,582.00	\$ 72,582.00		Paving, curbs, signs, stripping.
Grading & Swales	1 ea.	\$ 2,500.00	\$ 2,500.00		Final grading
Fence and Gates	1 ea.	\$ 27,090.00	\$ 27,090.00		Fence included as pressure treated pine. Specialty engineering may be required and it's not included in this proposal. Motor not specified/not included.
				\$ 294,224.85	DIV 32 SUBTOTAL
MISC					
General Liability Insurance	1 ea.	\$ 11,750.92	\$ 11,750.92		
				\$ 11,750.92	MISC SUBTOTAL
Subtotal			\$ 1,480,615.88	\$ 1,480,615.88	
Contractor P&O (6.0%)			\$ 88,836.95	\$ 88,836.95	
T otals			\$ 1,569,452.83	\$ 1,569,452.83	

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SIGNED CONTRACT WITH GENERAL CONTRACTOR

 **AIA® Document A104™ – 2017**

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the ninth day of January in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

MK Jackson LLC
1921 NE 26 Street
Wilton Manors, FL 33305

and the Contractor:
(Name, legal status, address and other information)

CKA Construction Group of Florida LLC
3524 NW 10th AVE.
Oakland Park, FL 33309

for the following Project:
(Name, location and detailed description)

AquaChamps Swim School
509 NE 43rd Street, Oakland Park, FL 33334
Construction of new swim school building and site infrastructures.

The Architect:
(Name, legal status, address and other information)

Ami Dhruva Architecture and Design PLLC
2809 NE 23rd Street
Ft. Lauderdale, FL 33305

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
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- 13 CHANGES IN THE WORK
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- 15 PAYMENTS AND COMPLETION
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- 17 INSURANCE AND BONDS
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- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

The date of this Agreement.

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2

A date set forth in a notice to proceed issued by the Owner.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

14 calendar days after issuance of Building Permit and Notice to Proceed, whichever occurs last

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than 300 (three hundred) calendar days from the date of commencement of the Work.

By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	Not Applicable

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

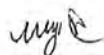
Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Million Three Hundred Ninety Four Thousand Sixteen Dollars (\$ 1,394,016.00), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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No alternates included in this Agreement.

§ 3.2.2 Unit prices, if any:

Not applicable.

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
1. Deleted site wall, some footings, structural modifications per red-lined mark-ups provided by Architect.	1. <\$45,000.00>. Amount to be confirmed by Contractor once structural drawings are revised.
2. Wood trusses.	2. \$10,485. Amount to be confirmed by Contractor once structural drawings are revised.
3. Change parapet framing from metal framing to wood framing.	3. <\$5,000.00>. Amount to be confirmed by Contractor once structural drawings are revised.
4. Interior and exterior signs.	4. \$5,000 for design, materials, installation.
5. Fences and gates.	5. \$27,090 for all fences and gates. Does not include motors.
6. Pool permit fees	6. \$1,000 for pool permits.

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

Not applicable since this is a Stipulated Sum agreement

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

Not applicable since this is a Stipulated Sum agreement

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ Not applicable since this is a Stipulated Sum agreement), subject to additions and deductions by changes in the Work

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[Signature]

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as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

Not applicable since this is a Stipulated Sum agreement

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not applicable since this is a Stipulated Sum agreement

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Not applicable	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Not applicable

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages: The time of completion is of the essence of this contract. The Work shall be completed within three hundred days (300) calendar days from the Commencement Date. The Owner and Contractor, recognizing that calculation of damages caused by Contractor's failure to complete within the contract time are difficult to assess, hereby agree that liquidated damages shall be assessed Contractor at the rate of two hundred dollars (\$200.00) per calendar day for each day Contractor is late in completing, after a 30-day grace period.

If the Contractor achieves Substantial Completion on or before 270 days from the Commencement Date, the Contractor shall be paid, as a bonus, the amount of two hundred dollars (\$200.00) per calendar day for each day Contractor is early in achieving Substantial Completion.

The Owner and Contractor agree that the foregoing represents a reasonable estimate of actual damages that the Owner will incur because of delay and is not penalty, if any:
(Insert terms and conditions for liquidated damages, if any.)

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Contractor shall receive within 15 calendar days from Notice of Commencement date, a revised set of architectural and structural drawings, reflecting structural changes made to the structure, particularly changing steel joist and metal deck structure to wood truss and plywood deck, changing parapet wall from metal framed to wood framed, and changes to site footings, steps, retaining wall and other miscellaneous structural changes. For every day past the 15-day timeframe to provide Contractor with the approved revised drawings, the timeframe to achieve Substantial Completion shall be extended by one day.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, the Owner shall make progress payments less retainage of ten (10) percent on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Retainage shall be reduced to five (5) percent once project is 50% complete, based on cost of Work completed. There shall be no retainage on General Condition items, insurance and Contractor's profit and overhead (P&O) fee.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 30 day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than 10 (ten) days after the Architect receives the Application for Payment. In the event Contractor fails to make payment to Subcontractors, materialman or suppliers, Owner may make payment directly to Subcontractors, materialman, or suppliers by joint check.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows: 10%. Retainage shall be reduced to five (5) percent once project is 50% complete, based on cost of Work completed. There shall be no retainage on General Condition items, insurance and Contractor's profit and overhead (P&O) fee.

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

0%

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

5 % five

§ 4.1.6 Owner may withhold payments in whole or in part, if it reasonably determines that: (1) The Work is not progressing in accordance with the most current approved Project schedule; (2) The Work is not being performed in accordance with the Contract Documents; and/or (3) Contractor is failing to comply with any provisions of this Contract.

§ 4.1.7 Whenever Owner receives in writing notice, pursuant to Florida lien laws, of a claim of money due from Contractor to any Subcontractor, workers or employees for performance of Work, Owner may withhold the amount of such claim from Contractor provided that such withholding shall not be construed as conferring any rights on such Subcontractors, workers or employees nor as enlarging or altering the application or effect of existing lien laws. A Notice to Owner is not a claim of money.

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§ 4.1.8 Owner will notify Contractor in writing when any payments are withheld. In the event of any withholding, Owner will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a Final Contractor's Affidavit;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1; and
- .4 issuance of certificate of occupancy or temporary certificate of occupancy (provided Certificate of Occupancy is not delayed by Contractor).

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 5 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

Not applicable

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

Init.
[Signature]

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User Notes:

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit B

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B

Number	Title	Date
--------	-------	------

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – Schedule of Values
 Exhibit C – Clarifications and Qualifications

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of

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this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

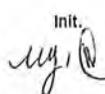
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Owner under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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[Signature]

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§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

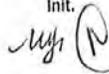
§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

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§ 9.4 Warranties

§ 9.4.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 9.4.2 Contractor warrants that its workmanship, materials and equipment for those building systems will be in conformance with this Contract and free from defects for a period of one years, commencing with the date of the certificate of substantial completion. This includes, but is not limited to, heating, ventilating, air conditioning, temperature control and test and balance Work, if specified in the Contract Documents, provided that the Owner is diligent in ensuring that all maintenance schedules for equipment, including and not limited to HVAC equipment, are strictly adhered to as required by the manufacturers of that equipment.

§ 9.4.3 Upon written notice from Owner of such defects or non-conforming Work, Contractor shall promptly visit the site in the company of Owner's representative to determine the extent of all defects or nonconforming Work. The Contractor shall provide all labor, material and equipment to promptly repair or replace the defective or non-conforming Work. The repair shall include all adjacent Work not necessarily provided by Contractor but damaged as a result of such defects or non-conforming Work or as a result of remedying them. If Contractor does not promptly repair or replace defective or non-conforming Work, Owner may repair or replace such Work and charge the cost thereof to Contractor. Work which is repaired or replaced by Contractor shall be inspected and shall be warranted by Contractor in accordance with this Article. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

§ 9.4.4 Contractor shall deliver all commercial warranties received from manufacturers prior to final completion but this shall not reduce Contractor's obligations under this Article.

§ 9.4.5 Owner may require Contractor to furnish other warranties as specified in the Contract Documents.

§ 9.4.6 All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

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§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

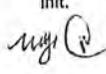
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 9.14 Royalties, Patents and Copyrights

The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces (only the scope of work listed in this agreement as "by Owner"), and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. "Separate contractors" retained by Owner to perform construction shall adhere to Contractor's construction schedule in order not to delay the Work. For every day a "separate contractor" delays completion of the Work, the timeframe to achieve Substantial Completion shall be extended by one day.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract

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[Signature]

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consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Contractor will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

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(Paragraphs deleted)

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

(Paragraph deleted)

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§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing, and deposits for the following scope items:

- a. Pool
- b. Exterior windows and doors
- c. Irrigation
- d. Landscaping

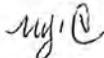
§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney’s fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor’s list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will, within 7 days, make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will, within 3 business days, issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance

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has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,000,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5

§ 17.1.6 Workers' Compensation and Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, (\$) each employee, and (\$) policy limit.

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§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than N/A (\$ N/A) per claim and N/A (\$ N/A) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
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§ 17.2 Owner's Insurance
 § 17.2.1 Owner's Liability Insurance
 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
 § 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by

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others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
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§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. Performance and payment bonds are not included in this Agreement.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

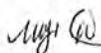
§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

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§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

0

Daniel Vawter
1921 NE 26 Street
Witon Manors, FL 33305
danv@aquachamps.com

Mary K. Jackson
1921 NE 26 Street
Witon Manors, FL 33305
Maryj@aquachamps.com

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

Kevin Crousillat
3524 NW 10th AVE.
Oakland Park, FL 33309
kevin@ckaconstruction.com

Nicolas Gomez
3524 NW 10th AVE.
Oakland Park, FL 33309
nicolas@ckaconstruction.com

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

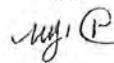
§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

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- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

1% of Contract Amount

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

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§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

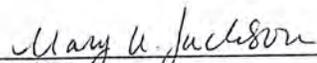
§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

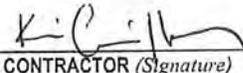
§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

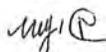
§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

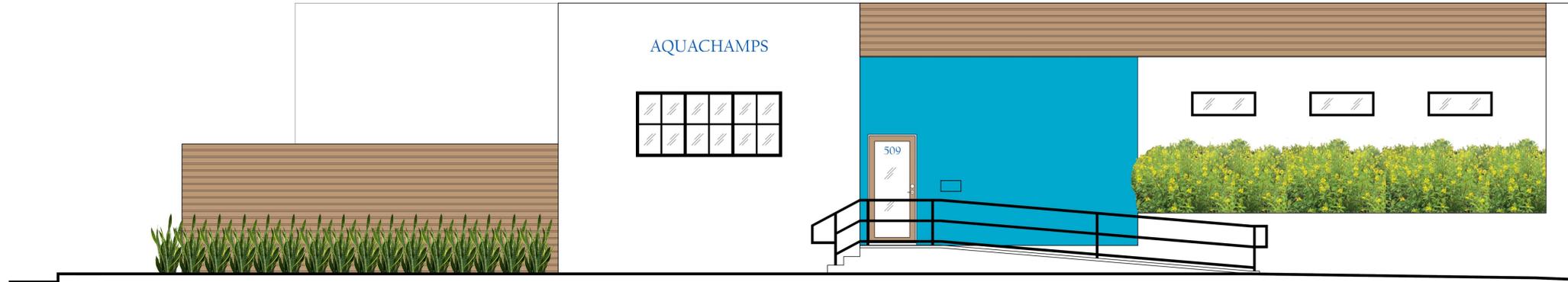
This Agreement entered into as of the day and year first written above.


 OWNER (Signature)
 MARY K. JACKSON, President
 (Printed name and title)


 CONTRACTOR (Signature)
 KEVIN CROWHILLAT, PRESIDENT
 (Printed name and title)

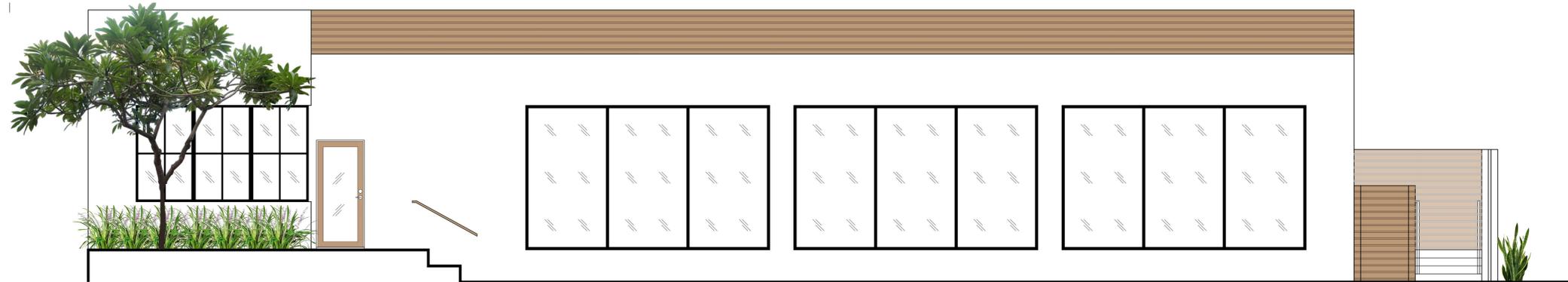
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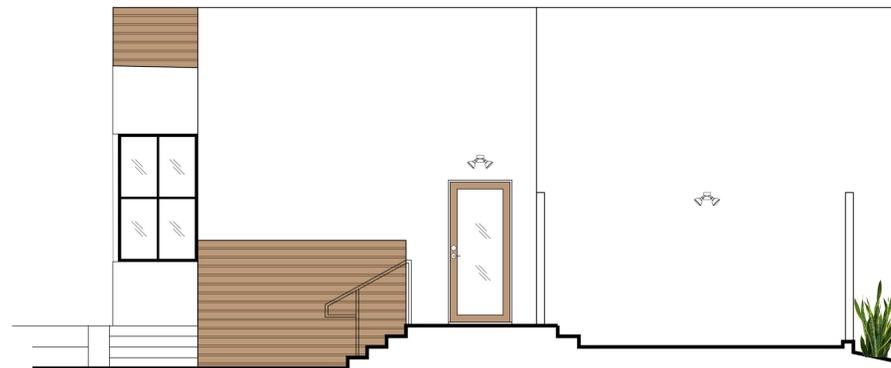
01 EXTERIOR ELEVATION - WEST FACADE

1/4" = 1'-0"



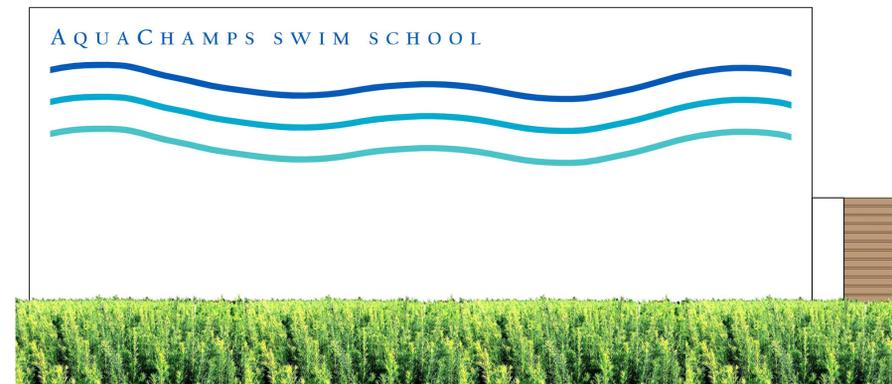
02 EXTERIOR ELEVATION - EAST FACADE

1/4" = 1'-0"



03 EXTERIOR ELEVATION - NORTH FACADE

1/4" = 1'-0"



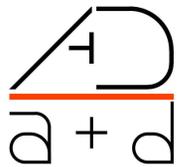
04 EXTERIOR ELEVATION - SOUTH FACADE

1/4" = 1'-0"



05 SIGNAGE ELEVATION

1/4" = 1'-0"



Ami Dhruva
architecture + design

2809 NE 23rd Street
Fort Lauderdale, Florida 33305
Telephone: 917.535.0216

Architect Business #AA26003321

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AQUACHAMPS
SWIM SCHOOL



509 NE 43RD STREET
OAKLAND PARK, FLORIDA 33334

Consultants:

CIVIL ENGINEER:
WINNINGHAM & FRADLEY, INC.
111 NE 44th Street
Oakland Park, Florida 33334
(954) 771-7440

LANDSCAPE ARCHITECT:
ECOPLAN, INC.
888 S Andrews Avenue, Suite 303
Fort Lauderdale, FL 33316
(954) 524-3722

ELECTRICAL ENGINEER:
LOUCKS ENGINEERING INC.
321 East Commercial Blvd.
Oakland Park, FL 33334
(954) 938-1881

SITE PLAN APPLICATION
NOT FOR CONSTRUCTION

Revisions:		
No.	Date	Description
1	06.14.2018	Site Plan App Revision

Seal:



Name: AMI AMAL DHRUVA
License #: AR98257

TITLE: RENDERINGS - EXTERIOR ELEVATIONS
SCALE: 1/4" = 1'-0"

DATE: APRIL 4, 2018

PROJECT #: 1702

DRAWN BY: AD

A900

**OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY
DEVELOPMENT & RELOCATION GRANT IMPROVEMENT PROGRAM GRANT
AGREEMENT**

THIS OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY DEVELOPMENT AND RELOCATION GRANT AGREEMENT (the “Agreement”) is made and entered into this ____ day of January, 2020 by and between the OAKLAND PARK COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, under Part III, Chapter 163, Florida Statutes, with an address of 3650 NE. 12th Ave. Oakland Park, FL 33334 (the “CRA”), and AquaChamps Swim School, with an address of 509 NE 43 Street, Oakland Park, FL 33334 (the “GRANTEE”).

WITNESSETH:

WHEREAS, the CRA undertakes activities for redevelopment and to remedy blight in the Community Redevelopment Areas of the City of OAKLAND PARK; and

WHEREAS, the GRANTEE has as a primary goal commercial reinvestment, development, revitalization and economic and social development in the City; and

WHEREAS, in furtherance of its goals, the CRA adopted Redevelopment Incentive Programs to provide grants to eligible recipients;

WHEREAS, the CRA wishes to enter into an agreement with the GRANTEE to provide a grant for property improvement and to define the relationship between the parties; and

WHEREAS, on January 15, 2020, the CRA Board of Directors approved a resolution authorizing and approving the Development and Relocation Grant application submitted by GRANTEE. for exterior improvements to the property located at 509 NE 43 Street (Resolution No. CRA-R -2020-__);

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the value of which is hereby acknowledged by both parties, the parties agree as follows.

SECTION 1. RECITALS

The recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 2. THE PROPERTY

- 2.1 The Property is owned by GRANTEE. The property is located at 509 NE 43 Street, OAKLAND PARK, Florida **33334**, legally described as:

FLORANADA CENTER 9-51 B LOT 9 E1/2,9A,10,11,12 BLK 5

- 2.2 GRANTEE shall provide proof of ownership of the Property and the status of the business, satisfactory to CRA, prior to disbursal of any funds by CRA

SECTION 3. THE GRANT

- 3.1 The CRA hereby awards GRANTEE a sum not to exceed Twenty-Seven Thousand Four Hundred and Fifty-Five Dollars (\$27,455) (the "Grant"). The full amount of the Grant shall be used solely for site, building and tenant improvements to the Property as detailed in the Development and Relocation application. The use of all funds shall be governed by the complete Application package including "Scope of Work" attached and incorporated herein as composite Exhibit "A".
- 3.2 The CRA's obligation is limited to awarding the Grant. The CRA does not assume any liability for GRANTEE'S personnel decisions, business decisions or policies including, but not limited to, the hiring of staff, paying of staff salaries or the expenditure of overhead costs.
- 3.3 Changes in use of the Grant may be approved, in writing, by the City Administrator or CRA's Executive Director during the Term of this Agreement. Requests for change must be in writing by the GRANTEE to the CRA Executive Director.
- 3.4 As security for GRANTEE'S performance hereunder, GRANTEE shall, at the discretion of the CRA's Executive Director, execute a Promissory Note, a Mortgage and Security Agreement, a Restrictive Covenant and/or a Guaranty in favor of CRA. These documents, along with this Agreement, constitute the "Grant Documents". The Grant Documents shall be cancelled upon full compliance with the terms of said documents by GRANTEE.
- 3.5 All disbursements of the Grant proceeds shall be made on a reimbursement basis according to the "Project Description" outlined in the Program application attached hereto as composite Exhibit "A". Grant funds may be used solely for exterior capital improvements to the Property and are subject to the CRA's receipt of documentation establishing prior payment by the GRANTEE of improvements. Documentation includes, but is not limited to, receipts, invoices, canceled checks, and such other documents as the CRA may require. Requests for reimbursements must be submitted to the CRA Executive Director and shall include a letter summarizing the funding request. Disbursements of the Grant proceed shall be made on a reimbursement basis in accordance with the Scope of Services.

SECTION 4. INSURANCE

- 4.1 The Grant awarded to GRANTEE is subject to the following Insurance requirements:
- 4.1.1 The CRA's receipt of an original certificate of insurance for the following forms of insurance and the CRA shall be named as an additional insured.

- 4.1.2 Worker's Compensation insurance for all employees of the GRANTEE, as required by Chapter 440, Florida Statutes, as may be amended from time to time.
- 4.1.3 Public Liability insurance annually in an amount not less than \$300,000.00 combined single limits per occurrence for bodily injury and property damage which lists the CRA as an additional insured.
- 4.1.4 The insurance coverage required must include those classifications listed in standard liability insurance manuals, which most nearly reflect the operations of the GRANTEE.
- 4.1.5 Companies issuing all insurance policies required above must be authorized to do business under the laws of the State of Florida, with the following qualifications:
- 4.1.6 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and be a member of the Florida Guaranty Fund;
- 4.1.7 Certificates of Insurance must provide that the GRANTEE will make no material adverse change, cancellation, or non-renewal of coverage without thirty (30) days advance written notice to the CRA.

SECTION 5. SCOPE OF WORK

- 5.1 Grantee shall use funds provided in accordance with the complete Application package including the "Scope of Work" attached and incorporated herein as composite Exhibit "A".
- 5.2 Any amendments to composite Exhibit "A" desired by GRANTEE shall be submitted in writing to the CRA Executive Director. Amendment must be accompanied by written justification and must be approved by the CRA Executive Director in writing before the amendment becomes effective.

SECTION 6. EFFECTIVE DATE, TERM, COMMENCEMENT AND COMPLETION DATES

- 6.1 The "Effective Date" of this Agreement shall be the date of execution by the last of the parties.
- 6.2 The Term of this Agreement shall commence with the Effective Date and end when the all the work is accepted and approved by the appropriate City Officials.
- 6.3 Work provided in the Scope of Work shall commence on or before and shall be fully completed not later than 60 days prior to the end of the Term of this Agreement.

SECTION 7. RECORDS.

- 7.1 INSPECTION. All of GRANTEE'S books and records and documents related to the grant must be made available for inspection and/or audits by the CRA and any

other organization conducting reviews for the CRA upon 24 hours notice throughout the Term of this Agreement. In addition, GRANTEE must retain all records related to the grant in proper order for at least three (3) years following the expiration of the Agreement. The CRA shall have access to such records, for the purpose of inspection or audit during the three (3)-year period. This Section shall survive the expiration of this Agreement.

SECTION 8. SPECIAL CONDITIONS

- 8.1 **CESSATION OF OCCUPANCY OR OWNERSHIP.** In the event the GRANTEE sells, ceases to own or occupy the Property during the “Restrictive Period” provided in the Restrictive Covenant associated herewith, or, in the absence of a Restrictive Covenant, two years from the date of completion of improvements, GRANTEE shall repay the full amount of the grant to the CRA and any un-advanced portion of the Grant shall be retained by the CRA. The determination that GRANTEE has sold, ceased to own or occupy the Property shall be made solely by the CRA. Additionally, sale, cessation of ownership or occupancy constitutes an event of default for which all other default provisions of this Agreement shall apply including, but not limited to, those provided in Section 9 below. This provision shall survive termination or expiration of this agreement.
- 8.2 **MATERIAL CHANGE OF CIRCUMSTANCES.** GRANTEE shall immediately notify the CRA of any material change of circumstances of the project. For the purpose hereof, material change of circumstances shall include, but not be limited to, the failure of the GRANTEE to diligently and actively pursue commencement or completion the Scope of Work, failure to fulfill the terms of this agreement or the other Grant Documents, cessation of occupancy, sale or transfer of ownership of the business or the property, voluntary or involuntary bankruptcy or an assignment for the benefit of creditors. A material change of circumstances shall constitute a default under this Agreement for which the CRA shall have the right to pursue any remedy provided in this agreement or the other Grant Documents, or by law or in equity.
- 8.3 **ASSIGNMENT.** GRANTEE shall not assign, transfer, or otherwise dispose of any of its rights or obligations under this Agreement without prior written consent of the CRA.
- 8.4 **RULES, REGULATIONS AND LICENSING REQUIREMENTS.** GRANTEE and its staff must possess the licenses and permits required to conduct its affairs, including federal, state, city and county. In addition, GRANTEE shall comply with all, laws, ordinances and regulations applicable to carrying out the Scope of Work including, but not limited to, conflicts of interest, building, zoning, land and property use regulations.
- 8.5 **PERSONNEL.** GRANTEE shall notify the CRA of all changes in personnel within five (5) working days of the change. All personnel of the GRANTEE are solely

employees of the GRANTEE and not employees or agents of the CRA.

- 8.6 INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the CRA and the City of OAKLAND PARK, Florida, and their Board or Commission members, employees or agents from any claims, liability, losses and causes of action that may arise out any activity related to this Agreement or GRANTEE'S use of the funds. GRANTEE will pay all claims and losses of any nature related to this Agreement or GRANTEE'S use of the funds, and will defend all suits, in the name of the CRA when applicable, and will pay all costs and judgments that may issue from it, except those caused by the sole negligence of CRA employees or officers. The GRANTEE recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the CRA's rights set forth in Section 768.28, Florida Statutes. This paragraph shall survive the termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the CRA.
- 8.7 NOTICES. All notices required in this Agreement if sent to the CRA shall be mailed to:

Oakland Park Community Redevelopment Agency
3650 NE. 12th Ave.
OAKLAND PARK, Florida 33334
Attn: Executive Director

And to:

Donald J. Doody, Esq.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

All written notices if sent to the GRANTEE shall be mailed to:

AquaChamps Swim School
509 NE 43rd Street
Oakland Park, FL 33334
Attn: Mary and Dan

And to: Carl H. Perdue, Esq.
2300 Glades Road, Suite 135
Boca Raton, FL 33431

- 8.8 NONDISCRIMINATION. GRANTEE represents and warrants to the CRA that GRANTEE does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with GRANTEE'S performance under this Agreement on account of race, gender, religion, color, age, disability, national origin, marital status, familial status, sexual orientation or political affiliation. GRANTEE further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- 8.9 ADA REQUIREMENTS. GRANTEE must meet all the requirements of the Americans With Disabilities Act (ADA), which includes posting a notice informing GRANTEE'S employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.
- 8.10 INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, the GRANTEE shall be and act as an independent contractor. At no time shall GRANTEE be considered an employee, agent or partner of the CRA.
- 8.11 COSTS. GRANTEE shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.
- 8.12 ENTIRE AGREEMENT. This Agreement expresses the entire agreement of the parties and no party shall be bound by any promises or representations, verbal or written, made prior to the date hereof which are not incorporated herein.
- 8.13 MODIFICATION. This Agreement may not be modified, except in a writing signed by all parties hereto.
- 8.14 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all legal actions necessary to enforce the Agreement shall be held in Broward County, Florida, or if Federal said action shall be brought in the Southern District of Florida. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorneys' fees and court costs.
- 8.15 WAIVER OR BREACH. It is hereby agreed by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any covenant.
- 8.16 PLEDGES OF CREDIT. GRANTEE shall not pledge the CRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
- 8.17 SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid

or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- 8.18 SUCCESSORS AND ASSIGNS. The GRANTEE binds itself and its partners, successors, executors, administrators and assigns to the CRA, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CRA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CRA and the GRANTEE.
- 8.19 AGENTS. Should a GRANTEE choose to engage the services of an agent (individual or company) to assist/represent applicant in this aspect of the process, the expenses for the agent's service will be borne by the GRANTEE. Such expenses are not reimbursable under the terms of any of the CRA's incentive programs. CRA funds cannot be applied to services other than architecture, engineering, etc. related to the construction of the interior or exterior of the building. The CRA hereby represents and warrants that the CRA has dealt with no Agent and GRANTEE agrees to hold CRA harmless from any claim or demand for commissions made by or on behalf of any agent or representative of GRANTEE in connection with this application for improvements to GRANTEE'S property.

SECTION 9. DEFAULT AND REMEDIES.

- 9.1 GRANTEE'S DEFAULT. GRANTEE'S failure to comply with any of the provisions of this Agreement shall constitute a default upon the occurrence of which the CRA may, in its sole discretion, (i) withhold, temporarily or permanently, all, or any unpaid portion of the grant upon giving written notice to GRANTEE, and/or (ii) terminate this Agreement and demand a full refund of the Grant. Upon default as provided herein, the CRA shall have no further obligations to GRANTEE under this Agreement.
- 9.2 REPAYMENT OF FUNDS. GRANTEE shall repay the CRA for all unauthorized, illegal or unlawful expenditure of funds, including unlawful and/or illegal expenditures discovered after the expiration of this Agreement. GRANTEE shall also reimburse the CRA in the event of default hereunder, in the event any funds are lost or stolen, if work was not completed as provided in the Scope of Work and the budget attached hereto as composite Exhibit "A" or the Property is sold during the term of this agreement. Any portion of the grant which is to be repaid to the CRA shall be paid by delivering a cashier's check for the total amount due, payable to the OAKLAND PARK Community Redevelopment Agency, within thirty (30) days of the CRA'S demand therefore.
- 9.3 TERMINATION OF THIS AGREEMENT. The CRA may terminate this Agreement with or without cause or for its convenience. Termination of this Agreement by the CRA shall relieve the CRA of any further obligations hereunder. Such termination shall not release GRANTEE from its obligations under this Agreement including, but not limited to, obligations relating to the completion of

activities funded while the Agreement was in effect but not completed prior to the date of termination, or repayment of any funds GRANTEE is obligated to repay.

- 9.4 LIMITATION ON RIGHTS AND REMEDIES. Nothing contained herein shall be construed as limiting or waiving any rights of the CRA to pursue any remedy which may be available to it in law or in equity. Nothing contained herein shall act as a limitation of the CRA's rights in the event that GRANTEE fails to comply with the terms of this Agreement.
- 9.5 CRA'S DEFAULT. In the event the CRA fails to comply with the terms of this Agreement, GRANTEE shall provide the CRA with notice detailing the nature of the default, whereupon the CRA shall have thirty (30) days within which to initiate corrective actions and ninety (90) days within which to cure the default. Should the CRA fail to cure the default, GRANTEE'S sole remedy is to terminate this Agreement. The effective date of any such termination shall be the date of the notice of termination given by GRANTEE to the CRA.

SECTION 10. PUBLIC RECORDS

The City of Oakland Park Community Redevelopment Agency is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service;
2. Upon request from the agency's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CRA.
4. Upon completion of the contract, transfer, at no cost, to the CRA all public records in possession of the contractor or keep and maintain public records required by the CRA to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CRA shall enforce the Default

in accordance with the provisions set forth in ARTICLE IV.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov**

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the dates indicated below.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTEE:

Corporate Name:

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____
_____. He is personally known to me or who has produced
_____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of
Acknowledger Typed, Printed or Stamped)

Commission Number

Signed, Sealed and Witnessed
In the Presence of:

**OAKLAND PARK COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

David Hebert, Executive Director

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by David Hebert, Executive Director, Oakland Park Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A