CITY OF TAMARAC

NOTICE OF WORKSHOP MEETING

CITY COMMISSION OF TAMARAC, FL

City Hall - Conference Room 105

June 10, 2019

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Julie Fishman

1. **TR13275 - Marker Agreement for Colony West**

   Item No. 6 (h) on the Consent Agenda. (TR13275) A Resolution of the City Commission of the City of Tamarac, Florida, Accepting and Authorizing the Appropriate City Officials to Execute Change Orders Numbers One (1) Through Five (5) to the Assigned Construction Agreement with The Marker Group, LLC thereby Increasing the Contract by One Million Forty-one Thousand Nine Hundred Three Dollars ($1,041,903) To Nine Million Two Hundred Thirty-five Thousand Seven Hundred Fifty-seven Dollars ($9,235,757); Authorizing the City Manager to Approve Non-Monetary Amendments to the Construction Contract; Authorizing the City Manager to Approve Line Item Change Orders Within the Approved Budget; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. ***- Public Services Director Jack Strain and Financial Services Director Mark Mason***

   Commission District(s): District 2

2. **Sister Cities Discussion**

   Sister City's Discussion ***- Carolina Rendeiro, Chief Marketing & Development Officer, Connect2Global, Inc. and Assistant to the City Manager Laura Karpaviciute***

3. **Public Art Discussion**

   Public Art Discussion ***- Community Development Director Maxine Calloway and Public Art Administrators George Gadson and Beth Ravitz***

4. **TO2404 - MU-N Self Storage Code Amendment**

   Item No. 8 (a) on Ordinances First Reading. (TO2404) An ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10 of the City's Code of Ordinances, entitled "Land Development Code" by amending Article 3, entitled "Use Regulations" by specifically amending Section 10-3.2 (H) entitled "Table of Allowed Uses" captioned as Table 10-3.1 , to prohibit self-storage, indoor uses in the MU-N (Mixed Use Neighborhood) zoning district, in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. ***- Community Services Director Maxine Calloway***

5. **TO2405 - Human Trafficking Public Awareness Signs Ordinance**

Item No 8 (b) on Ordinances First Reading. An ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 4 of the City of Tamarac Code of Ordinances Land Development Code, entitled "Development and Design Standards"; specifically, amending Section 10-4.10 entitled "Signs" by creating a new section 10-4.10(D)(3)(m) to be entitled "Human Trafficking Public Awareness Signs"; providing for codification; providing for conflicts; providing for severability; providing for an effective date. ***- Community Development Director Maxine Calloway***

6. Medical Marijuana Discussion

Medical Marijuana Discussion ***- Community Development Director Maxine Calloway and Assistant City Attorney Brian Sherman***

7. Other

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.



Patricia Teufel, CMC
City Clerk

Title - 9:30 a.m.

9:30 a.m.

Title - Commissioner Julie Fishman

Commissioner Julie Fishman

Title - TR13275 - Marker Agreement for Colony West

Item No. 6 (h) on the Consent Agenda. (TR13275) A Resolution of the City Commission of the City of Tamarac, Florida, Accepting and Authorizing the Appropriate City Officials to Execute Change Orders Numbers One (1) Through Five (5) to the Assigned Construction Agreement with The Marker Group, LLC thereby Increasing the Contract by One Million Forty-one Thousand Nine Hundred Three Dollars ($1,041,903) To Nine Million Two Hundred Thirty-five Thousand Seven Hundred Fifty-seven Dollars ($9,235,757); Authorizing the City Manager to Approve Non-Monetary Amendments to the Construction Contract; Authorizing the City Manager to Approve Line Item Change Orders Within the Approved Budget; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. ***- Public Services Director Jack Strain and Financial Services Director Mark Mason***

Commission District(s):

District 2

ATTACHMENTS:

	Description	Upload Date	Type
🗋	TR13275 Memo - Revised	6/6/2019	Cover Memo
🗋	TR # 13275 Memo Attachment 1	5/31/2019	Backup Material
🗋	TR# 13275 - Change Orders wil Marker Group - Resolution.doc	5/31/2019	Resolution
🗋	TR # 13275 Exhibit 1 - R-2019-35	5/31/2019	Exhibit
🗋	TR # 13275 Exhibit 2 - PCCO's 1-4	5/31/2019	Exhibit
🗋	TR # 13275 Exhibit 3 - PCCO 5	5/31/2019	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: **Michael C. Cernech, City Manager**

DATE: **May 31, 2019**

THRU: **Jack Strain, Public Services Director**

FROM: **Ron Stein, Sr. Project Manager**

RE: **Temp Reso # 13275 – Change Order with Marker Group in the amount of $1,041,903 to $9,235,757**

RECOMMENDATION:

The Directors of Public Services and Financial Services recommends that Temporary Resolution No. 13275 accepting and authorizing the appropriate City Officials to execute, as appropriate, Change Orders 1 through 5 with The Marker Group for an amount not to exceed $1,041,903 increasing the Assigned Contract, which the City accepted on May 8, 2019 via Resolution R-2019-36, from $8,193,854 to $9,235,757 and that this item be placed on the June 12, 2019 Commission Agenda for approval

ISSUE:

AD1 Tamarac Hotels, LLC (AD1) entered into a construction contract with The Marker Group, LLC (Marker) for the construction of a cart barn, clubhouse and all site improvements and utilities with a Gross Maximum Price (GMP) of $8,193,854 on May 23, 2018, a copy of which is on file with the City Clerk's office. The GMP was based on non-permitted drawings dated 12/21/17. Through the approval and permitting process revisions and additions were made to the plans. As per contract, Marker has the right to revise the GMP to reflect additions and deletions made to the plans. This contract was assigned to the City on May 8, 2019 via Resolution R-2019-36, a copy of which is on file with the City Clerk's office. These change orders reflect all plan changes through 4/3/19 which have been submitted for a building permit.

BACKGROUND:

The City of Tamarac entered into a contract with AD 1 Management, Inc. (AD1) on April 12th, 2017 via Resolution R-2017-34 for the construction of a cart barn, clubhouse, and all site improvements and utilities pertaining thereto.

Pursuant to the City's agreement with AD 1 Management, Inc., an RFP was issued by AD 1 Management, Inc. for interested contractors to bid on the construction at Colony West. There

were two bidders and The Marker Group was awarded the contract as the low bid. On May 23, 2018, AD1 Tamarac Hotels, LLC entered into a construction contract with The Marker Group, LLC for the construction of a cart barn, clubhouse and all site improvements and utilities with a Gross Maximum Price (GMP) of $8,193,854.

On May 8th, 2019 via Resolution R-2019-36, the Commission approved the termination of the construction contract with AD1 Management, Inc. as well as the assignment of the Marker contract to the City at the original GMP of $8,193,854.

During the site improvements and the construction of the cart barn, certain change orders were approved by AD1 to the Marker Group, LLC agreement which were acknowledged via the termination agreement with AD1. The Marker Agreement was assigned as originally approved with the understanding that the agreement would be negotiated in good faith including the agreed upon change orders.

As previously stated, the plans used by Marker to calculate the GMP were not fully approved or permitted at the time their GMP was calculated. Through the approval and permitting process revisions and additions were made to the plans. At this time, all approvals are in place and all permits issued except one. Based on the current set of drawings, Marker has re-estimated the GMP to $9,235,757 which includes several items previously provided for in Furniture, Fixtures, and Equipment that will now be included in the Marker Contract. Following is a list of Change Orders and what are included in each totaling $1,041,903:

Summary of Change Orders (CO)
Attachment 1

Description		Amount
CO #1 - PCO's 1, 2, 4 & 7	$	12,507
CO #2 - PCO's 8, 9, 10, 11, 12 & 14	$	48,629
CO #3 - PCO's 13, 16, 17, 18, 19 & 22	$	97,789
CO #4 - PCO's 3, 6 & 21	$	51,020
CO #5 - PCO's 23	$	831,958
Total adjustment to Construction Agreement	$	1,041,903

Note: PCO means Potential Change Order

Each CO and PCO with supporting documentation is attached hereto as Attachment “1”. These change orders do not increase the total project budget of $11,128,281 approved by the City Commission via Resolution R-2018-45 on April 25, 2018. As noted previously, many of these change orders applied to the Marker Contract are covered by a reallocation of budget items previously in AD1’s contract to the General Construction contract, savings from the AD1 fee and use of the contingency as follows on the next page:

Summary of Changes to Budget Line Items

Description	Original Budget	Revised Budget	Increase (Decrease)
CONSTRUCTION	$ 8,193,854	$ 9,235,757	$ 1,041,903
DESIGN & PERMITING	$ 365,308	$ 479,038	$ 113,730
AD1 PROJECT MANAGEMENT FEE	$ 356,632	$ 16,000	$ (340,632)
FURNITURE FIXTURES & EQUIPMENT	$ 1,567,567	$ 977,634	$ (589,933)
MISC. SOFT COSTS	$ 405,850	$ 303,549	$ (102,301)
CONTINGENCY	$ 239,070	$ 116,303	$ (122,767)
Totals	$ 11,128,281	$ 11,128,281	$ -

FISCAL IMPACT:

Project GC17A, has a budget of $11,128,281 approved by the Commission on April 25, 2018 via Resolution R-2018-45. The net result of the Change Orders 1 – 5 is an increase to the Marker Contract without an increase to the overall project budget.

Commission District 2

PCCO #001

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #001: December Approved PCO's #001, #002, #004, #007

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida 33301
DATE CREATED:	12/ 14 /2018	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	12/14 /2018
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$ 12,506.74

DESCRIPTION:
December Approved PCO's #001, #002, #004, #007

ATTACHMENTS:
PCO #007-Drainage Pipe Removal_CCCB_rev1.PDF PCO #001.PDF PCO #004 Rock Power (CO#1)_EX.pdf PCO #002_Removal and Disposal of Asbestos_R1_EX.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Deductive cost for the site utilities and drainage		(6,808.43)
002	Removal and disposal of asbestos (BG Group)		2,411.58
004	Alternate entrance preparation for contaminated soil dumping		3,745.58
007	Drainage Pipe Removal & Backfill Rock #57		13,158.01
		TOTAL:	**$12,506.74**

CHANGE ORDER LINE ITEMS:

PCO # 001 : Deductive cost for the site utilities and drainage

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Deductive cost site utilities and drainage	Other	($6,299.00)
			Subtotal:	($6,299.00)
			Insurance: 1.15% Applies to all line item types.	(72.44)
			Bond: 0.81% Applies to all line item types.	(51.61)
			Fee: 6.00% Applies to all line item types.	(385.38)
			Grand Total:	**($6,808.43)**

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PCCO #001

PCO # 002 : Removal and disposal of asbestos (BG Group)

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Removal and disposal of asbestos	Other	$ 2,150.00
			Subtotal:	$2,150.00
			Insurance: 1.15% Applies to all line item types.	24.73
			Bond: 0.81% Applies to all line item types.	17.62
			Fee: 10.00% Applies to all line item types.	219.23
			Grand Total:	**$2,411.58**

PCO # 004 : Alternate entrance preparation for contaminated soil dumping

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Alternate entrance preparation for contaminated soil dumping	Other	$ 3,339.31
			Subtotal:	$3,339.31
			Insurance: 1.15% Applies to all line item types.	38.40
			Bond: 0.81% Applies to all line item types.	27.36
			Fee: 10.00% Applies to all line item types.	340.51
			Grand Total:	**$3,745.58**

PCO # 007 : Drainage Pipe Removal & Backfill Rock #57

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Drainage Pipe Removal & Backfill Rock #57	Other	$ 11,730.82
			Subtotal:	$11,730.82
			Insurance: 1.15% Applies to all line item types.	134.90
			Bond: 0.81% Applies to all line item types.	96.11
			Fee: 10.00% Applies to all line item types.	1,196.18
			Grand Total:	**$13,158.01**

The original (Contract Sum)	$ 8,193,853.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 8,193,853.00
The contract sum will be increased by this Change Order in the amount of	$ 12,506.74
The new contract sum including this Change Order will be	$ 8,206,359.74

The contract time will not be changed by this Change Order

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

PCO #001

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #001: Deductive cost for the site utilities and drainage

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	001 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/2 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	($6,808.43)

POTENTIAL CHANGE ORDER TITLE: Deductive cost for the site utilities and drainage

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #001 - Deductive cost for the site utilities and drainage
Deductive cost for the site utilities and drainage per the 62/38 & 60/40 split with the City. The contract currently contains a 68/32 split and will require an Additive change order on the Hotel's side. The total site utilities package is $338,495 and the site drainage is $261,495.
The City Contract included a budget of $373,063.00 of Site Utilities & Drainage
62% of Underground Utilities is $209,867
60% of Drainage is $156,897.00

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Deductive cost site utilities and drainage	Other	($6,299.00)
			Subtotal:	($6,299.00)
			Insurance: 1.15% Applies to all line item types.	($72.44)
			Bond: 0.81% Applies to all line item types.	($51.61)
			Fee: 6.00% Applies to all line item types.	($385.38)
			Grand Total:	**($6,808.43)**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

MARKER
BUILD BETTER

PCO #002

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #002: Removal and disposal of asbestos (BG Group)

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	002 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Ivy Fradin **(The BG Group)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Approved	**CREATED DATE:**	9/13 /2018
REFERENCE:	BG (CO#1)	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$2,411.58

POTENTIAL CHANGE ORDER TITLE: Removal and disposal of asbestos (BG Group)

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #002 - Removal and disposal of asbestos
Removal and disposal of asbestos containing mastic and tile as per the ARS asbestos report for the Clubhouse dated 8/31/18.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Removal and disposal of asbestos	Other	$ 2,150.00
			Subtotal:	$2,150.00
			Insurance: 1.15% Applies to all line item types.	$ 24.73
			Bond: 0.81% Applies to all line item types.	$ 17.62
			Fee: 10.00% Applies to all line item types.	$ 219.23
			Grand Total:	**$2,411.58**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

APPROVED
By Samantha Vincenty at 3:54 pm, Dec 13, 2018

SIGNATURE DATE

MARKER
BUILD BETTER

PCO #004

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #004: Alternate entrance preparation for contaminated soil dumping

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	004 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Approved	**CREATED DATE:**	10/8 /2018
REFERENCE:	Rock Power (CO#1)	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$3,745.58

POTENTIAL CHANGE ORDER TITLE: Alternate entrance preparation for contaminated soil dumping

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #004 - Alternate entrance preparation for contaminated soil dumping
Alternate travel path for dumping of soil as per revised City of Tamarac plan (10/03/18) - includes sleeve of catch basin and exclusion as listed on the attached. Any re-sod, concrete and/or asphalt replacement will be priced separately upon completion

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Alternate entrance preparation for contaminated soil dumping	Other	$ 3,339.31
			Subtotal:	$3,339.31
			Insurance: 1.15% Applies to all line item types.	$ 38.40
			Bond: 0.81% Applies to all line item types.	$ 27.36
			Fee: 10.00% Applies to all line item types.	$ 340.51
			Grand Total:	$3,745.58

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

11/5/18
SIGNATURE JAMES GAMBLE DIR OF CONSTR DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

APPROVED
By Samantha Vincenty at 3:53 pm, Dec 13, 2018
SIGNATURE DATE

General Engineering Contractors
13831 S.W. 59 ST., Suite 204
Miami, FL 33183
Tel: (305) 752-7742 Fax: (305) 752-7728

CHANGE ORDER # 1

TO: The Marker Group
ATTN: Samantha Vincenty
DATE: 9/28/2018

FROM: Robert Delgado

RE: Fairfield Inn & Colony Clubhouse

Description of Job:Cost associated with preparation of entrance at Lagos de Campo Blvd.

Description	Unit	QTY	Rate		Subtotal	
Silt Fence Installation	FT	200	$ 3.50		$ 700.00	
Protect existing CB w/ Filter Fabric	EA	1	$ 125.00		$ 125.00	
~~Remove 6" Top Soil~~	~~CY~~	~~25~~	~~$ 6.00~~		~~$ 150.00~~	
Sawcut, Remove & Haul Off Concrete Shufferboard	~~LS~~	~~1~~	~~$ 550.00~~		$ 550.00	
~~Prepare Const. Entrance 15' x 87' w/ 12" Rock~~	~~LS~~	~~1~~	~~$ 2,950.00~~		~~$ 2,950.00~~	
Construction Entrance Maintenance	LS	1	$ 1,500.00		$ 1,500.00	
~~Rem. Const. Entrance & Haul Off at the end of work~~	~~LS~~	~~1~~	~~$ 850.00~~		~~$ 850.00~~	
				Sub-Total	~~$ 6,825.00~~	2,875
Tax 7%						
15% OHP					~~$1,023.75~~	431.25
Bond	1.00%				~~$48.66~~	33.06
				Total	~~$ 7,897.41~~	3,339.3

Exclusions:
Restoration of Sod, Landscape, Irrigation, Sidewalk, Asphalt Paving, Turf Block & Traffic Markings.
Cleaning of existing Drainage System.
Flagman and/ or Temporary Construction signs or any MOT.

Approval Signature_____

Print Name & Title_____

Approval Date_____

PCO #007

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #007: Drainage Pipe Removal & Backfill Rock #57

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	007 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Liettys Hernandez **(Rock Power Paving)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Approved	**CREATED DATE:**	11/30 /2018
REFERENCE:	Rock Power CO#4R3	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$13,158.01

POTENTIAL CHANGE ORDER TITLE: Drainage Pipe Removal & Backfill Rock #57

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #013 - Drainage Pipe Removal & Backfill Rock #57
Cost associated with the removal of 295 LF OF 24" OR 30" Outfall Drainage Pipe (NOT SHOWN IN THE PLANS) 8' deep (4' under water) and backfill with rock #57 up to water table elevation and balance with excavated fill material. Filter Fabric to be installed on top of the rock to avoid fill above rock migrating down.

ATTACHMENTS:
Change Order # 4R 3 11 30 2018.pdf

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Drainage Pipe Removal & Backfill Rock #57	Other	$ 11,730.82
			Subtotal:	$11,730.82
			Insurance: 1.15% Applies to all line item types.	$ 134.90
			Bond: 0.81% Applies to all line item types.	$ 96.11
			Fee: 10.00% Applies to all line item types.	$ 1,196.18
			Grand Total:	**$13,158.01**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

General Engineering Contractors
13831 S.W. 59 ST., Suite 204
Miami, FL 33183
Tel: (305) 752-7742 Fax: (305) 752-7728

CHANGE ORDER #4R 3 11-30-18

TO: The Marker Group
ATTN: Samantha Vincenty
DATE: 10/30/2018

FROM: Robert Delgado

RE: Fairfield Inn & Colony Clubhouse

Description of Job: Cost associated with the removal of 295 LF OF 24" OR 30" Outfall Drainage Pipe (NOT SHOWN IN THE PLANS) 8' deep (4' under water) and backfill with rock #57 up to water table elevation and balance with excavated fill material. Filter Fabric to be installed on top of the rock to avoid fill above rock migrating down.

Materials	Unit	QTY	Rate		Subtotal
Rock #57	Tn	235	$ 21.70		$ 5,099.50
Non Woven Filter Fabric	Roll	1	$ 600.00		$ 600.00
				Sub-Total	**$ 5,699.50**
Equipments	Unit	QTY	Rate		Subtotal
Excavator 330	Hr	24	$ 90.00		$ 2,160.00
Loader	Hr	36	$ 54.90		$ 1,976.40
Walk Behind Compactor	Hr	24	$ 68.42		$ 1,642.00
				Sub-Total	**$ 5,778.40**
Work Force/Crew	Unit	QTY	Rate	Burden 40%	Subtotal
Foreman/Operator	HR	36	$ 45.00	$ 18.00	$ 2,268.00
Loader Operator	HR	24	$ 35.00	$ 14.00	$ 1,176.00
Laborer (2)	HR	72	$ 15.00	$ 6.00	$ 1,512.00
				Sub-Total	**$ 4,956.00**
				Total	**$ 16,433.90**
Tax 7%					$ 398.97
15% OHP					$ 2,524.93
1% Bond					$ 193.58
				Grand Total	**$ 19,551.37**

Approval Signature_____

Print Name & Title_____

Approval Date_____

Colony West
$ 11,730.82
31 00 10

MARKER
BUILD BETTER

PCCO #002

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #002: February Approved PCO's (#008Rev1, #009, #010, #011Rev1, #012Rev1, #14Rev1)

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida 33301
DATE CREATED:	2/21/2019	**CREATED BY:**	Sharlene Roca (The Marker Group, LLC)
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty (The Marker Group, LLC)	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	02/21/2019
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$48,629.43

DESCRIPTION:
February Approved PCO's (#008Rev1, #009, #010, #011Rev1, #012Rev1, #14Rev1)

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
008_Rev 1	Supply & Install Drainage System		$9,360.49
009	Water System (WSD)		$2,326.21
010	Temp Trailer Power & Electrical Connection -Colony West		$4,228.28
011_Rev 1	Underground Drainage Work		$27,689.97
012_Rev 1	Sediment Tank		$3,564.08
014_Rev 1	Reroute Water Line per RFI#28 Response		$1,460.40
		Total:	$48,629.43

CHANGE ORDER LINE ITEMS:

PCO # 008_Rev1 : Supply & Install Drainage System

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Supply & Install Drainage System	Other	$8,345.20
			Subtotal:	$8,345.20
			Insurance: 1.15% Applies to all line item types.	95.97
			Bond: 0.81% Applies to all line item types.	68.37
			Fee: 10.00% Applies to all line item types.	850.95
			Grand Total:	$9,360.49

MARKER
BUILD BETTER

PCCO #002

PCO # 009 : Water System (WSD)

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Relocate water service	Other	$2,073.90
			Subtotal:	$2,073.90
			Insurance: 1.15% Applies to all line item types.	23.85
			Bond: 0.81% Applies to all line item types.	16.99
			Fee: 10.00% Applies to all line item types.	211.47
			Grand Total:	$2,326.21

PCO # 010 : Temp Trailer Power & Electrical Connection -Colony West

#	Cost Code	Description	Type	Amount
1	22-00 10 - Plumbing	Sewer/Water Connection AKO (Inv#100)	Other	$2,841.30
2	26-00 10 - Electrical	Trailer Temp Power -Inv#6357	Other	$15,928.35
3	70-70 10 - General Conditions	Allowance	Other	($15,000.00)
			Subtotal:	$3,769.65
			Insurance: 1.15% Applies to all line item types.	43.35
			Bond: 0.81% Applies to all line item types.	30.89
			Fee: 10.00% Applies to all line item types.	384.39
			Grand Total:	$4,228.28

PCO # 011_Rev1 : Underground Drainage Work

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Daily Equipment Rental	Other	$19,106.54
2	33-10 00 - Water Utilities	Demobilization & Remobilization	Other	$5,580.00
			Subtotal:	$24,686.54
			Insurance: 1.15% Applies to all line item types.	283.90
			Bond: 0.81% Applies to all line item types.	202.26
			Fee: 10.00% Applies to all line item types.	2,517.27
			Grand Total:	$27,689.97

PCO # 012_Rev1 : Sediment Tank

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Sediment Tank	Other	$3,177.50
			Subtotal:	$3,177.50
			Insurance: 1.15% Applies to all line item types.	36.54
			Bond: 0.81% Applies to all line item types.	26.03
			Fee: 10.00% Applies to all line item types.	324.01
			Grand Total:	$3,564.08

PCO # 014_Rev1 : Reroute Water Line per RFI#28 Response

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Reroute Water Liner per RFI#28 Response	Other	$1,302.00
			Subtotal:	$1,302.00
			Insurance: 1.15% Applies to all line item types.	14.97
			Bond: 0.81% Applies to all line item types.	10.67
			Fee: 10.00% Applies to all line item types.	132.76
			Grand Total:	$1,460.40

MARKER
BUILD BETTER

PCCO #002

The original (Contract Sum)	$8,193,853.00
Net change by previously authorized Change Orders	$12,506.74
The contract sum prior to this Change Order was	$8,206,359.74
The contract sum will be increased by this Change Order in the amount of	$48,629.43
The new contract sum including this Change Order will be	$8,254,989.17
The contract time will not be changed by this Change Order.	

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE 2/22/19 DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE 2/22/19 DATE

PCCO #003

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #003: April Approved PCO's #013_Rev2, 016, 017, 018, 019, 022

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale, Florida 33301
DATE CREATED:	4/12/2019	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	04/16/2019
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$97,788.59

DESCRIPTION:
April Approved PCO's #013_Rev2, 016, 017, 018, 019, 022

ATTACHMENTS:
PCO #022_Temporary Fencing & Windscreen_Colony West.pdf E-mail Approval_PCO #019_Cart Barn Only.pdf E-mail Approval_PCO#018_Comcast Conduits.pdf CW Work Authorization #04 - Signed.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
013_Rev 2	Time extension of 65 calendar days		$72,908.06
016	Install FPL Conduit for Primary Phase 1		$3,142.23
017	FPL Easement (Colony West)		$841.25
018	Comcast Conduits (Colony West)		$17,318.94
019	Short Circuit Survey -Cart Barn Only	0 days	$1,682.49
022	Temporary fencing & windscreen for the golf carts		$1,895.62
		Total:	$97,788.59

CHANGE ORDER LINE ITEMS:

PCO # 013_Rev2 : Time extension of 65 calendar days

#	Cost Code	Description	Type	Amount
1	70-70 10 - General Conditions	Time extension of 65 calendar days	Other	$65,000.00
			Subtotal:	$65,000.00
			Insurance: 1.15% Applies to all line item types.	747.50
			Bond: 0.81% Applies to all line item types.	532.55
			Fee: 10.00% Applies to all line item types.	6,628.01
			Grand Total:	**$72,908.06**

MARKER
BUILD BETTER.

PCCO #003

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach, Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood, Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale, Florida 33301

SIGNATURE **DATE**

MARKER
BUILD BETTER.

PCO #013_Rev2

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #013_Rev2: Time extension of 65 calendar days

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	013_Rev2 / 2	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	1/15/2019
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$72,908.06

POTENTIAL CHANGE ORDER TITLE: Time extension of 65 calendar days

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #019 - Time extension of 65 calendar days
Time extension of 65 calendar days per the contract NTP issued on 9/21/18 for delays to the contract critical path work resulting in a new completion date of 06/05/20 per revised schedule update #006. This is a time extension of 65 calendar days at $1,000 per day per 5.1.2 listed in the contract.

An additional 28 days without liquidated damages will be granted as part of this change order.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	70-70 10 - General Conditions	Time extension of 65 calendar days	Other	$65,000.00
			Subtotal:	$65,000.00
			Insurance: 1.15% Applies to all line item types.	$747.50
			Bond: 0.81% Applies to all line item types.	$532.55
			Fee: 10.00% Applies to all line item types.	$6,628.01
			Grand Total:	**$72,908.06**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

MARKER
BUILD BETTER.

PCO #016

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #016: Install FPL Conduit for Primary Phase 1

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	016 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Hal Marcus **(Hatton Electric)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	2/12/2019
REFERENCE:	Hatton_CO#3107	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$3,142.23

POTENTIAL CHANGE ORDER TITLE: Install FPL Conduit for Primary Phase 1

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #022 - Install FPL Conduit for Primary Phase 1
Install FPL conduit for the primary Phase 1 (per the FPL provided sketch) underground work. FPL to provide materials for pickup and installation.

ATTACHMENTS:
FPL Layout 1.15.19.pdf Pages from PCO #009_FPL Primary Conduits - Phase 1_Fairfield.pdf

#	Cost Code	Description	Type	Amount
1	26-00 10 - Electrical	Install FPL Conduit for Primary Phase 1	Other	$2,801.40
			Subtotal:	$2,801.40
			Insurance: 1.15% Applies to all line item types.	$32.22
			Bond: 0.81% Applies to all line item types.	$22.95
			Fee: 10.00% Applies to all line item types.	$285.66
			Grand Total:	**$3,142.23**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE DATE

Sharlene Roca

From: Samantha Vincenty
Sent: Thursday, April 11, 2019 9:20 PM
To: Sharlene Roca
Subject: FW: Colony West - Comcast & ATT Conduits

Follow Up Flag: Follow up
Flag Status: Flagged

fyi

APPROVED

MARKER
SAMANTHA VINCENTY | PROJECT EXECUTIVE
226 SE 12th Avenue • Fort Lauderdale • FL 33301
954-767-9767 561-322-8725
markerfl.com

From: Ron Stein <Ron.Stein@tamarac.org>
Sent: Monday, April 8, 2019 9:14 AM
To: Samantha Vincenty <svincenty@markerfl.com>; Jerrica Delatorre (jerrica@ad1global.com) <jerrica@ad1global.com>; Jim Gamble (jglg1998@gmail.com) <jglg1998@gmail.com>
Cc: Thelma Fay <tfay@markerfl.com>
Subject: RE: Colony West - Comcast & ATT Conduits

All
The City is OK with PCO #18 Please proceed.
Ron

Ronald Stein
Sr. Project Manager | Public Services Department
(954) 597-3716 | www.tamarac.org
6011 Nob Hill Rd., Tamarac, FL 33321

TAMARAC
The City For Your Life

From: Samantha Vincenty <svincenty@markerfl.com>
Sent: Tuesday, March 12, 2019 2:46 PM
To: Jerrica Delatorre (jerrica@ad1global.com) <jerrica@ad1global.com>; Jim Gamble (jglg1998@gmail.com) <jglg1998@gmail.com>; Ron Stein <Ron.Stein@tamarac.org>
Cc: Thelma Fay <tfay@markerfl.com>
Subject: Colony West - Comcast & ATT Conduits

Jerrica/Ron

PCO #022

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #022: Temporary fencing & windscreen for the golf carts

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	022 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Kyle Davis **(Carlson Fence dba Florida Fence Rental)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/15/2019
REFERENCE:	Inv#F936-19	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$1,895.62

POTENTIAL CHANGE ORDER TITLE: Temporary fencing & windscreen for the golf carts

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #032 - Temporary fencing & windscreen for the golf carts
Temporary fencing & windscreen for the golf carts as requested per the City of Tamarac.

ATTACHMENTS:
Florida Fence_Inv#F936-19_CCCB.pdf

#	Cost Code	Description	Type	Amount
1	02-60 00 - Temporary Fence	Temporary fencing & windscreen for the golf carts as requested per the City of Tamarac	Other	$1,690.00
			Subtotal:	$1,690.00
			Insurance: 1.15% Applies to all line item types.	$19.44
			Bond: 0.81% Applies to all line item types.	$13.85
			Fee: 10.00% Applies to all line item types.	$172.33
			Grand Total:	**$1,895.62**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

FLORIDA FENCE RENTAL, INC.

8491 N.W. 64th Street • Miami, Florida 33166
Telephone: 305.593.6149 • 1.800.694.3013
Fax 305.477.5136

DELIVERY RECEIPT

TO: Marker Group

JOB: ~~Colony West~~ Fairfield Tamarac

PHONE:

FAX:

FLORIDA FENCE RENTAL, INC. HAS DELIVERED AND INSTALLED THE MATERIALS AS NOTED BELOW. THE CUSTOMER AGREES THAT ALL THE MATERIALS ARE IN GOOD CONDITION AND ASSUMES ALL RESPONSIBILITY FOR THE MATERIALS AS PER THEIR AGREEMENT WITH FLORIDA FENCE RENTAL, INC. THE MATERIALS INSTALLED ON THE ABOVE JOB ARE AS LISTED BELOW.

FENCE FABRIC:

ADD

QUANTITY	TYPE & HEIGHT
169'	6'H

Fence

RELOCATE
135' - 6'H

ADD

POSTS:

QUANTITY	TYPE & LENGTH
~~18~~	1 5/8
6	2 1/2

RELOCATE
POSTS - 12 - 1 5/8
POSTS - 2 - 2 1/2

GATES:

ADD 1- 6x4 Man Gate

QUANTITY	TYPE & HEIGHT
1	6x12 3

~~R/O~~ R/O Good
1 - 6x15 5

MISC:

QUANTITY	DESCRIPTION
Add → 316'	V. Block Blue

THE CUSTOMER AGREES THAT THE ABOVE INSTALLED QUANTITIES ARE TRUE AND CORRECT.

Signed: CRAIG BREINES

Company Name: Marker Construction

Date: 4-2-19

Border From NEBS CUSTOM™ printing service 1-800-866-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Ref. No: G 428188649

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #004: May Approved PCO's #003Rev3, #006Rev1, #0021

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale, Florida 33301
DATE CREATED:	4/30/2019	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$51,019.75
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003_Rev 3	Rock Power - Additional Earthwork Items		$27,156.95
006_Rev 1	Colony West - Additional Costs for Delay		$11,175.43
021	Supply and Install Lighting for the Cart Barn Interior		$12,687.37
		Total:	$51,019.75

CHANGE ORDER LINE ITEMS:

PCO # 003_Rev3 : Rock Power - Additional Earthwork Items

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Haul off lake fill & stock pile contaminated soil. COT Portion of work is 62% split	Other	$24,211.34
			Subtotal:	$24,211.34
			Insurance: 1.15% Applies to all line item types.	278.43
			Bond: 0.81% Applies to all line item types.	198.37
			Fee: 10.00% Applies to all line item types.	2,468.81
			Grand Total:	**$27,156.95**

PCCO #004

PCO # 006_Rev1 : Colony West - Additional Costs for Delay

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Additional Surveying Costs for Earthwork Subcontractor	Other	$307.52
2	31-00 10 - Earthwork	Lost Time (Wages), Equipment Downtime and Equipment Demobilization & Re-mobilization for the Earthwork Subcontractor	Other	$9,655.75
			Subtotal:	$9,963.27
			Insurance: 1.15% Applies to all line item types.	114.58
			Bond: 0.81% Applies to all line item types.	81.63
			Fee: 10.00% Applies to all line item types.	1,015.95
			Grand Total:	**$11,175.43**

PCO # 021 : Supply and Install Lighting for the Cart Barn Interior

#	Cost Code	Description	Type	Amount
1	26-00 10 - Electrical	Supply and Install Lighting for the Cart Barn Interior	Other	$11,311.22
			Subtotal:	$11,311.22
			Insurance: 1.15% Applies to all line item types.	130.08
			Bond: 0.81% Applies to all line item types.	92.67
			Fee: 10.00% Applies to all line item types.	1,153.40
			Grand Total:	**$12,687.37**

The original (Contract Sum)	$8,193,853.00
Net change by previously authorized Change Orders	$158,924.76
The contract sum prior to this Change Order was	$8,352,777.76
The contract sum would be changed by this Change Order in the amount of	$51,019.75
The new contract sum including this Change Order will be	$8,403,797.51

The contract time will not be changed by this Change Order.

APPROVED CO AMOUNTS See PO Email from Ron S on 5/16/19

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach, Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood, Florida 33020

SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale, Florida 33301

SIGNATURE DATE

TAMARAC
The City For Your Life

COLONY WEST CLUBHOUSE and CART BARN

WORK AUTHORIZATION

DATE OF ISSUANCE: 4/18/19

WORK AUTHORIZATION NO.: 006

OWNER: CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, FL 33321-2401

CONTRACTOR: AD1 Tamarac Hotels, LLC
1955 Harrison St. Suite 200
Hollywood, FL 33020

IN COMPLIANCE WITH THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE SCOPE OF WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

DESCRIPTION:			Amount	AIA Code
PCO#006 R1	NGVD Issue Delays	$	11,175.43	
	Delays , downtimd, Demobilization & remobilization due to NGVD vs. NAVD survaying issue.			
PCO#021	Supply general light fixtures for the Cart Barn	$	12,687.37	
	Supply all general light fixtures for the Cart Barn that were to be Owner supplied. Cost in Light Fixture Budget.			
		$	23,862.80	

PURPOSE OF WORK DIRECTIVE:
See attached PCO's for details and cost breakdowns.

OK
4/18/19

RECOMMENDED:	APPROVED:	APPROVED:
BY	BY	BY
Jack Stralm	Mark Mason	
Public Services Director	Finance Director	AD1 Tamarac Hotels, LLC
Date 4/18/19	Date 4/19/19	Date 4/29/19

MARKER
BUILD BETTER.

PCO #003_Rev3

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #003_Rev3: Rock Power - Additional Earthwork Items

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	003_Rev3 / 3	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Lazaro Diaz **(Rock Power Paving)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/25/2018
REFERENCE:	Rock Power Inv#3445	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$27,156.95

POTENTIAL CHANGE ORDER TITLE: Rock Power - Additional Earthwork Items

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #003 - Rock Power - Additional Earthwork Items
Line item #1 - Haul off lake fill & stockpile contaminated soil. COT Portion of work is 62% split.

ATTACHMENTS:
Rock Power TM Lake.pdf _PROPOS~1.PDF_

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Haul off lake fill & stock pile contaminated soil. COT Portion of work is 62% split	Other	$24,211.34
			Subtotal:	$24,211.34
			Insurance: 1.15% Applies to all line item types.	$278.43
			Bond: 0.81% Applies to all line item types.	$198.37
			Fee: 10.00% Applies to all line item types.	$2,468.81
			Grand Total:	$27,156.95

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

4/29/19
SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

4/29/19
SIGNATURE DATE

MARKER
BUILD BETTER.

PCO #006_Rev1

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #006_Rev1: Colony West - Additional Costs for Delay

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	006_Rev1 / 1	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Robert Delgado **(Rock Power Paving)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/16/2018
REFERENCE:	Rock Power, Estimated dated 10/30/18	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$11,175.43

City Work Authorization #6

POTENTIAL CHANGE ORDER TITLE: Colony West - Additional Costs for Delay

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #009 - Colony West - Additional Costs for Delay
COLONY WEST -
Per the delay letter issued on 10/24/18 for the Colony West Site upon confirmation that the site elevations were incorrectly noted as NAVD when they were in fact NGVD, attached are the costs for extended general conditions per the AIA contract for the delay from 10/24/18 through 11/26/18. Per the OAC meeting on 11/14/18 Suntech Engineering will be submitting the revised drawings and Marker Construction will proceed with the drawings while being approved by the City & the County. The drawings have already been preliminary reviewed with the City's engineering department. We have spoken with the site utility subcontractor and earthwork subcontractors and they will be able to fully re-mobilize to the site starting on Monday 11/26/18 due to the holiday next week.

Additional Surveying Costs for Earthwork Subcontractor $307.52
Lost Time (Wages), Equipment Downtime and Equipment Demobilization & Re-mobilization for the Earthwork Subcontractor $9,655.75

ATTACHMENTS:
Rock Power_Estimate Costs for Stopping.pdf

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Additional Surveying Costs for Earthwork Subcontractor	Other	$307.52
2	31-00 10 - Earthwork	Lost Time (Wages), Equipment Downtime and Equipment Demobilization & Re-mobilization for the Earthwork Subcontractor	Other	$9,655.75
			Subtotal:	$9,963.27
			Insurance: 1.15% Applies to all line item types.	$114.58
			Bond: 0.81% Applies to all line item types.	$81.63
			Fee: 10.00% Applies to all line item types.	$1,015.95
			Grand Total:	**$11,175.43**

MARKER
BUILD BETTER.

PCO #006_Rev1

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

4/29/19
SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

4/26/19
SIGNATURE DATE

MARKER
BUILD BETTER.

PCO #021

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #021: Supply and Install Lighting for the Cart Barn Interior

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	021 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Hal Marcus **(Hatton Electric)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/12/2019
REFERENCE:	Hatton COR#3129	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$12,687.37

POTENTIAL CHANGE ORDER TITLE: Supply and Install Lighting for the Cart Barn Interior

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #031 - Supply and Install Lighting for the Cart Barn Interior
Supply and install lighting for the Cart Barn interior as per the Hatton change order #3129.

ATTACHMENTS:
Cart Barn Owner Lights Rvd.pdf

#	Cost Code	Description	Type	Amount
1	26-00 10 - Electrical	Supply and Install Lighting for the Cart Barn Interior	Other	$11,311.22
			Subtotal:	$11,311.22
			Insurance: 1.15% Applies to all line item types.	$130.08
			Bond: 0.81% Applies to all line item types.	$92.67
			Fee: 10.00% Applies to all line item types.	$1,153.40
			Grand Total:	**$12,687.37**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE 4/29/19 DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE 4/29/19 DATE

PCCO #005

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #005: Colony West Clubhouse - Rev GMP

TO:	**City of Tamarac** 7525 NW 88th Avenue Tamarac, Florida 33321-2401	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale, Florida 33301
DATE CREATED:	5/30/2019	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West (PO#220701)	**TOTAL AMOUNT:**	$831,957.70

DESCRIPTION:
Revised budget for the Colony West Clubhouse & Bart Barn project to update the project GMP based on the following items / revisions in the scope and as per the attached marked up ID drawings & door schedule / storefront revisions & Restekc Rev#2 (various dates) MEP drawings:
Extended GC's included for an additional 30 days through 7/3/20. An additional 15 days without liquidated damages will be included to be added onto our previous agreed upon extension.

ATTACHMENTS:
VE ID drawings 05.22.19.pdf VE Storefront Dwgs.pdf Pavers.pdf 05.29.19rev10 GMPw Clarifications.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
025	Colony West Clubhouse - Rev GMP		$831,957.70
		Total:	$831,957.70

CHANGE ORDER LINE ITEMS:

PCCO #005

PCO # 025 : Colony West Clubhouse - Rev GMP

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Demolition Credit	Other	($15,740.00)
2	03-31 00 - Structural Concrete	Shell Buyout Add	Other	$169,530.00
3	04-22 00 - Concrete Unit Masonry	Eliminated Stone Cladding Credit	Other	($51,659.00)
4	05-50 00 - Misc. Metals	Misc Metals Add	Other	$5,212.00
5	06-40 00 - Architectural Woodwork	(2) Benches in Locker Rm	Other	$1,000.00
6	07-50 00 - Membrane Roofing	Roofing Add	Other	$51,230.00
7	07-10 00 - Waterproofing	Waterproofing Add	Other	$19,280.00
8	08-14 00 - Wood Doors & Frames	DFH Add	Other	$80,234.06
9	08-43 00 - Storefront Glass	Storefront Credit	Other	($48,637.00)
10	09-20 00 - Plaster & Gypsum Board	Drywall & Framing Add	Other	$240,865.00
11	09-50 00 - Acoustical Ceilings	ACT Add	Other	$10,000.00
12	09-54 00 - Specialty Ceilings	Wood Ceiling Deduct	Other	($52,500.00)
13	09-24 23 - Cement Stucco	Stucco Deduct	Other	($83,612.00)
14	09-63 00 - Resilient Flooring	Flooring Add	Other	$150,394.00
15	09-90 00 - Painting	Paint Add	Other	$67,609.00
16	10-44 00 - Fire Extinguishers(New)	Fire Extinguishers & Bathroom Accessories/Standard Prefabricated Stock Lockers	Other	$14,836.00
17	10-73 13 - Awnings	Aluminum Canopy	Other	$6,500.00
18	10-22 00 - Toilet Partitions	Operable Partition Credit	Other	($5,102.00)
19	12-36 00 - Countertops	Countertops	Other	$43,423.81
20	14-20 00 - Elevators	Elevators Add	Other	$2,706.00
21	14-10 00 - Dumbwaiters	Dumbwaiter Add	Other	$37,916.00
22	21-10 00 - Fire Suppression Systems	Fire Protection Add	Other	$9,633.34
23	22-00 10 - Plumbing	Plumbing& Fixtures Add	Other	$20,782.00
24	23-00 10 - H.V.A.C.	HVAC deduct	Other	($24,282.00)
25	26-00 10 - Electrical	Electrical & Light Fixtures Add	Other	$261,650.00
26	28-05 37 - BDA	BDA Allowance Credit	Other	($35,100.00)
27	26-56 13 - Site Lighting	Site Lighting Allowance Credit	Other	($33,980.00)
28	32-12 16 - Asphalt	Asphalt Credit	Other	($68,303.70)
29	32-14 00 - Unit Paving	Pavers Credit	Other	($34,592.00)
30	32-90 00 - Landscaping	Landscape & Irrigation Credit	Other	($22,929.00)
31	33-10 00 - Water Utilities	Site Utilities Credit	Other	($20,009.00)
32	01-10 00 - General Requirements	Management Costs Add	Other	$51,000.00
33	80-10 00 - General Liability Insurance	Insurance	Other	$17,987.19
34	81-00 30 - GC/CM Bond	Bond	Other	$16,050.00
35	91-00 00 - Contractor Fee	Fee	Other	$50,565.00
			Subtotal:	$831,957.70
			Grand Total:	**$831,957.70**

The original (Contract Sum)	$8,193,853.00
Net change by previously authorized Change Orders	$209,944.51
The contract sum prior to this Change Order was	$8,403,797.51
The contract sum would be changed by this Change Order in the amount of	$831,957.70
The new contract sum including this Change Order will be	$9,235,755.21

The contract time will not be changed by this Change Order.

PCCO #005

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach, Florida 33162

City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale, Florida 33301

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

PCO #025

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #025: Colony West Clubhouse - Rev GMP

TO:	City of Tamarac 7525 NW 88th Avenue Tamarac Florida, 33321-2401	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	025 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West (PO#220701)
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	5/30/2019
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$831,957.70

POTENTIAL CHANGE ORDER TITLE: Colony West Clubhouse - Rev GMP

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #041 - Colony West Clubhouse - Rev GMP
Revised budget for the Colony West Clubhouse & Bart Barn project to update the project GMP based on the following items / revisions in the scope and as per the attached marked up ID drawings & door schedule / storefront revisions & Restekc Rev#2 (various dates) MEP drawings:
Extended GC's included for an additional 30 days through 7/3/20. An additional 15 days without liquidated damages will be included to be added onto our previous agreed upon extension.

ATTACHMENTS:

05.29.19rev10 GMPw Clarifications.pdf _VE Storefront Dwgs.pdf _VE ID drawings 05.22.19.pdf _Pavers.pdf

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Demolition Credit	Other	($15,740.00)
2	03-31 00 - Structural Concrete	Shell Buyout Add	Other	$169,530.00
3	04-22 00 - Concrete Unit Masonry	Eliminated Stone Cladding Credit	Other	($51,659.00)
4	05-50 00 - Misc. Metals	Misc Metals Add	Other	$5,212.00
5	06-40 00 - Architectural Woodwork	(2) Benches in Locker Rm	Other	$1,000.00
6	07-50 00 - Membrane Roofing	Roofing Add	Other	$51,230.00
7	07-10 00 - Waterproofing	Waterproofing Add	Other	$19,280.00
8	08-14 00 - Wood Doors & Frames	DFH Add	Other	$80,234.06
9	08-43 00 - Storefront Glass	Storefront Credit	Other	($48,637.00)
10	09-20 00 - Plaster & Gypsum Board	Drywall & Framing Add	Other	$240,865.00
11	09-50 00 - Acoustical Ceilings	ACT Add	Other	$10,000.00
12	09-54 00 - Specialty Ceilings	Wood Ceiling Deduct	Other	($52,500.00)
13	09-24 23 - Cement Stucco	Stucco Deduct	Other	($83,612.00)
14	09-63 00 - Resilient Flooring	Flooring Add	Other	$150,394.00
15	09-90 00 - Painting	Paint Add	Other	$67,609.00

PCO #025

16	10-44 00 - Fire Extinguishers(New)	Fire Extinguishers & Bathroom Accessories/Standard Prefabricated Stock Lockers	Other	$14,836.00
17	10-73 13 - Awnings	Aluminum Canopy	Other	$6,500.00
18	10-22 00 - Toilet Partitions	Operable Partition Credit	Other	($5,102.00)
19	12-36 00 - Countertops	Countertops	Other	$43,423.81
20	14-20 00 - Elevators	Elevators Add	Other	$2,706.00
21	14-10 00 - Dumbwaiters	Dumbwaiter Add	Other	$37,916.00
22	21-10 00 - Fire Suppression Systems	Fire Protection Add	Other	$9,633.34
23	22-00 10 - Plumbing	Plumbing& Fixtures Add	Other	$20,782.00
24	23-00 10 - H.V.A.C.	HVAC deduct	Other	($24,282.00)
25	26-00 10 - Electrical	Electrical & Light Fixtures Add	Other	$261,650.00
26	28-05 37 - BDA	BDA Allowance Credit	Other	($35,100.00)
27	26-56 13 - Site Lighting	Site Lighting Allowance Credit	Other	($33,980.00)
28	32-12 16 - Asphalt	Asphalt Credit	Other	($68,303.70)
29	32-14 00 - Unit Paving	Pavers Credit	Other	($34,592.00)
30	32-90 00 - Landscaping	Landscape & Irrigation Credit	Other	($22,929.00)
31	33-10 00 - Water Utilities	Site Utilities Credit	Other	($20,009.00)
32	01-10 00 - General Requirements	Management Costs Add	Other	$51,000.00
33	80-10 00 - General Liability Insurance	Insurance	Other	$17,987.19
34	81-00 30 - GC/CM Bond	Bond	Other	$16,050.00
35	91-00 00 - Contractor Fee	Fee	Other	$50,565.00
			Subtotal:	$831,957.70
			Grand Total:	**$831,957.70**

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City of Tamarac
7525 NW 88th Avenue
Tamarac Florida 33321-2401

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

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Colony West

Estimate Summary

Marker Construction Group, CGC 0

REV 10
2019

Bid Date

Clubhouse & Cart Barn Combined

CSI #	DESCRIPTION	QTY	UT	UT $	2019 Revised Estimate VE REVISIONS
01-000	**GENERAL REQUIREMENTS**				
02-000	**SITE WORK**				**$ 1,626,456**
02-015	SITE COSTS - ALREADY CONTRACTED AS PART OF SITE WORK	1			0
02-122	Temp Fences & Gates		SEE ABOVE		0
02-125	Demolition	1	SEE ABOVE		
02-127	Street Protection, Signage & MOT Plan		SEE ABOVE		
02-128	Street Maintenance and Cleaning		SEE ABOVE		
02-500	Asphalt - Includes added asphalt @ eliminated pavers	1	SEE ABOVE		
02-510	Site Concrete	1	SEE ABOVE		
02-570	Pavement Markings		SEE ABOVE		
02-680	Earthwork		SEE ABOVE		
02-900	**Underground Utilities**	1			
02-902	Stormwater Drainage System		SEE ABOVE		
02-922	Domestic/Fire Water Service		SEE ABOVE		0
02-932	Fire Protection Water Service		SEE ABOVE		0
02-940	Sanitary Sewer Service		SEE ABOVE		0
02-968	Pavers - Reduce Pavers per Sketch by Ron S.	1	included above	27,599.00	27,599
02-972	Landscape and Irrigation	1	included above	306,148.45	306,148
02-974	Landscape		SEE ABOVE		0
02-976	Irrigation		SEE ABOVE		0
03-000	**CONCRETE**				**$ 1,301,084**
03-090	Structural Concrete	1		1,298,984.00	1,298,984
03-091	Extra Hoisting	1		2,100.00	2,100

04-000	**MASONRY**				**$ -**
04-000	Masonry Building Package - eliminate	1		51,659.00	51,659
04-125	Architectural Precast Stone - eliminate	1		(51,659.00)	-51,659
05-000	**METALS**				**$ 674,846**
05-150	Misc. Metals Complete	1	see below	248,867.00	248,867
	Prefab Metal Bldg	1		120,800.00	120,800
05-151	Elevator Hoist Beams	1	included		0
05-200	Chainlink at Cart Barn	1	included	17,899.00	17,899
05-300	OH Doors @ Cart Barn	1	included	18,280.00	18,280
05-600	Stair Railings - Exterior Only	1	included		0
05-700	Bollards& Chainlink Fencing @ Enclosure	1	included		0
05-800	Dumpster Gates & Generator Enclosure Gates	1	included		0
05-750	Structural LG Framing	1	see Div 9		0
05-800	Structural Steel	1	included		0
05-875	Mechanical Screen	1	included		0
05-900	Aluminum Railing (Exterior)	1	included		0
05-910	Cable Railing in lieu of Glass Railing - L shape & 2nd Floor	1	alw	43,500	43,500
05-920	Steel Stairs - Change to an L Shape	1	alw	32,500	32,500
05-930	Porte Cochere - Steel Portion Only	1	included	193,000	193,000
	Stair Nosings / Steel Support for Won Door & Vanity Supports	1	included		0
05-940	Louvers - Sunshades & Brackets	1	included		0
06-000	**WOOD & PLASTICS**				**$ 111,250**
06-100	Rough Carpentry	1		36,750.00	36,750
06-830	Finish Carpentry - Substrates Countertops, Misc Framing at Bar	1		73,500.00	73,500
06-950	Wood Paneling (1st & 2nd floor), Interlam Materials, Floating Bar Display Shelves	1	ELIMINATED		0
06-960	Built In Benches @ Locker Rm Showers - 2	2	alw	500.00	1,000
07-000	**THERMAL/MOISTURE PROTECTION**				**$ 225,913**
07-400	Insulation - open to air spaces / vermiculite - RFI?	1	alw	20,000	20,000
07-401	Roofing - TPO System- R19	1	ls	185,000	185,000
07-401	Waterproofing - (Clubhouse & Cart Barn	1	ls	20,913	20,913
08-000	**DOORS & WINDOWS**				**$ 510,717**
08-150	Doors/Frames/Hardware & Installation	1		151,031.06	151,031

08-175	Pneumatic Doors - Won Doors / Partitions	1		22,900.00	22,900
08-900	~~Glass Railing~~ - ELIMINATED	1		0.00	0
08-940	Storefront-**Non Rated, VE 7' Tall / No Transoms / Clear Anodized / Changes at Banquet Doors**	1		336,786.00	336,786
09-000	**FINISHES**				**$ 1,386,222**
09-050	Drywall and Framing Package	1		499,987.00	499,987
	Add: Metal Framing/Drywall for Added BDA Room/Framing at 1st Floor Single Door	1		1,200.00	1,200
09-051	Stucco - based on flat stucco ceiling (no joints every 8" @ Portecochere) / includes wirelath and stucco at all ceilings at the exterior. No scored lines - flat stucco with expansion joints as needed	1		376,538.00	376,538
09-051.1	Framing/Sheathing at Porte Cochere, Terraces- Previously w/ Div 9 Stucco			inc in Drywall/Framing	
09-061	Wood Ceilings - eliminated	1		0.00	0
09-060	ACT	1		inc in Drywall/Framing	0
09-360	**Flooring-** updated includes baseboard added/tile walls	1		286,737.00	286,737
09-360	Exterior Floor Tile - Eliminate	1		(35,000.00)	-35,000
09-360	Wall Tile- VE	inc above		(15,000.00)	0
09-360	Flooring & Base Tile- VE	inc above		(40,000.00)	0
09-360	LVT & Vinyl Base - supply & install	1		26,369.00	26,369
09-360	Add Traffic Coating at Exterior Eliminated Flor Tile	1		21,000.00	21,000
09-360	Sealed Concrete- Type T1 Floor Alw	1		3,500.00	3,500
09-360	Carpet - Install Only	1	alw	6,869.00	6,869
09-360	Carpet - Materials/Pad by Owner	1	alw	25,000.00	25,000
09-360	Epoxy Flooring@ 110 Kitchen, Banquet Kitchen, Ice Cooler/Freezer & Bar	1		27,663.00	27,663
09-360	Clear Sealed Concrete at EPX locations	1		3,000.00	3,000
09-500	Painting - need to vet/ no EFIS all painted - ceilings to be painted @underside	1		143,359.00	143,359
10-000	**SPECIALTIES**				**$ 70,432**
10-460	Canopies - not detailed on structural but assumed at door?	1	alw	6,500.00	6,500
10-975	Toilet & Bath Acc. - ASI brand included	1		8,034.00	8,034
10-976	Lockers - ASI brand - have 2 tier wood locker / stock	1	alw	6,100.00	6,100
10-980	Fire Extinguishers	1		1,798.00	1,798
	Back Lit Mirrors - City Alw $13,000		by Owner		
10-990	Operable Partitions - NEEDS OH STEEL / LOWER TO 15'	1		48,000.00	48,000

11-000	**EQUIPMENT**				**$**	**-**
11-176	Appliances/Kitchen Equipment		by OWNER			0
11-177	Dumbwaiter- to be selected by Owner /see 1/A436	1	see Div 14			0
11-179	Access Control		by OWNER			0
11-180	All FF&E (inc desks/millwork in Pro Shop)		by OWNER			0
12-000	**FURNISHINGS**				**$**	**43,424**
12-600	Window Treatments		by OWNER			0
12-800	Countertops w/ Subtops @ Vanity & Bar - VE / Standard Vanity Tops & Bar Top	1	ls	43,423.81		43,424
13-000	**SPECIAL CONSTRUCTION**				**$**	**-**
13-102	Green Wall	1	excluded			0
13-500	Recirculating Indoor Waterfall Fountain	1	excluded			0
13-600	Lightbox / OH Rack at Bar / Wine Rack/Cellar	1	excluded			0
14-000	**CONVEYANCE SYSTEMS**				**$**	**106,541**
14-100	Elevators	1		68,625		68,625
14-600	Trash Chutes - Dumb Waiter - to be eliminated?	1		37,916.00		37,916
15-000	**MECHANICAL**				**$**	**809,227**
15-300	Fire Protection	1		73,319.34		73,319
15-400	Plumbing	1		296,330.00		296,330
15-401	Plumbing Fixtures	1		32,900.00		32,900
15-500	H.V.A.C.	1		406,678.00		406,678
16-000	**ELECTRICAL**				**$**	**969,137**
16-050	Basic Electrical - includes cart barn	1		672,037.00		672,037
16-100	Light Fixtures - Int Ltg Alw - VE OPTION	1		166,000.00		166,000
16-100	Light Fixtures - Site Ltg Alw	1		121,020.00		121,020
16-101	BDA	1	ALW	48,180.00		48,180
	BDA - Eliminate BDA and provide infrastructure only	1	ALW	(38,100.00)		-38,100
SUBTOTAL					**$**	**7,835,250**
GENERAL CONDITIONS w/ 30 day delay						**506,332.00**
GENERAL LIABILITY INSURANCE					**$**	**95,928.19**
SUBTOTAL						**$8,437,509.72**

PERFORMANCE AND PAYMENT BONDS	$	77,407.00
FEE	$	510,895.00
GRAND TOTAL GC items only		$9,025,811.72
APPROVED PCCO's not included above:		
PCCO#001		$12,506.74
PCCO#002		$48,629.43
PCCO#003		$97,788.59
PCCO#004		$51,019.75
Total with PCCO's #1-4 above		$9,235,756.23
LANDSCAPE ADD PER REV#12 - Not included above		$43,814.17

CLARIFICATIONS ON THE VALUE ENGINEERING EXERCISE:

The Radius Stair & Glass Railings are being value engineered to a standard L shape metal stair with cable railings

The stone accents will be replaced with smooth stucco finish

The wood paneling & decorative screening eliminated and will be painted sheetrock

Sheetrock Ceilings in the Meeting Room, Proshop / Proshop Corridor, Restaurant and Banquet Rooms will be changed to an acoustical tile type ceiling as per the attached marked up ID drawings.

Storefront changes and modifications include the following: All storefront and doors will be 7'0", transoms will be eliminated, storefront type "R" in the banquet room is eliminated and will be painted sheetrock, clerestory windows in the banquet room and banquet corridor are eliminated, storefront doors in the banquet room will be changed to HM frames/Painted wood doors. Storefront doors and storefront will be non-rated.

Tile Flooring & Carpet Materials will be purchased and installed as part of this change order - materials to be value engineered along with a simplified install pattern in the main areas.

Lighting fixtures will be supplied and installed as part of this change order -lighting fixtures to be value engineered and lighting layout and qty's to be reviewed with the COT. All floor recessed lighting and led strip lighting is eliminated.

Countertops in the bathrooms will be a standard horizontal countertop - supplied and install included.

Bar countertop material to be granite, supply and install included.

Exterior ceilings will be stucco'd and painted slabs including at Porte Cochere (smooth stucco w/ expansion joints as required) - exterior plank type ceilings are eliminated.

Exterior floor tile has been eliminated - the 1st floor will be concrete slab and the 2nd floor will receive an traffic coating at the exterior

The smoke baffle shown as glass will be a drywall soffit

The wine cellar, floating bar display and lightbox with wine rack is eliminated.

The green wall and vertical wall fountain is eliminated.

The meeting room on the 1st floor will be made smaller with a single 4'0" door and a separate BDA will be added (metal frame/drywall) with a single door

Pavers have been reduced as per the attached sketch

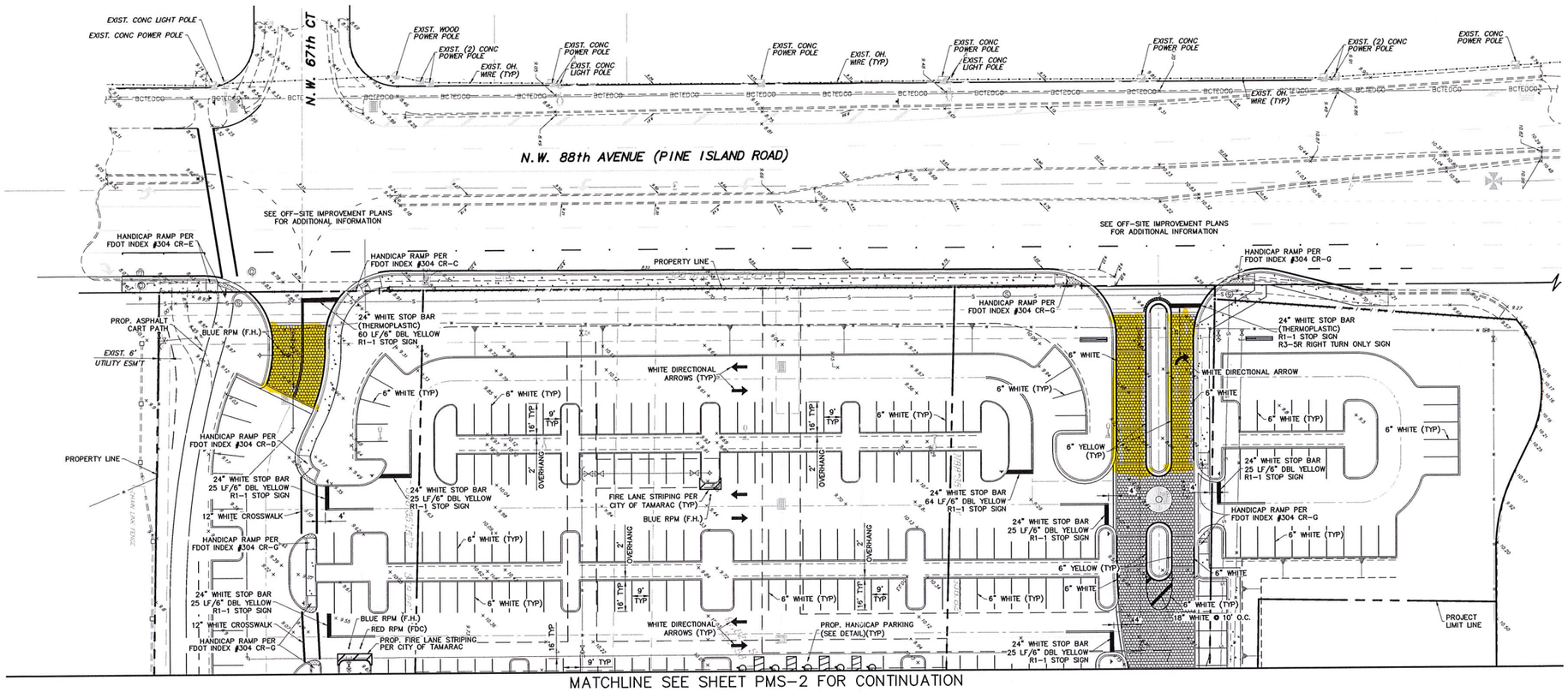
BDA allowance has been decreased based upon installing conduit rough-in and project not requiring a BDA system pending testing

Lockers are included as stock ASI or equal type lockers

Doors and hardware are VE'd as per the revised door schedule included,

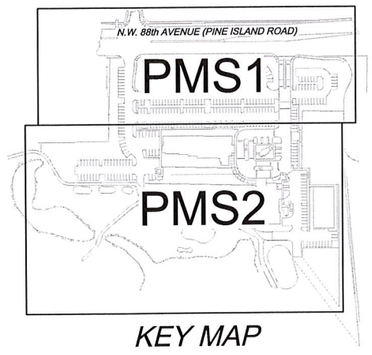
MEP Drawings Rev #2 -Electrical rev 2 dated 11/16/18, Fire Alarm rev 2 11/16/18, Fire Protection rev 2 8/3/18, Mechanical rev 2 11/15/18 and Plumbing rev 2 dated 11/16/18 included

Encoders rough-in including conduit /boxes to be performed by Encoders - Electrician to provide sleeves for encoders through fire rated walls



MATCHLINE SEE SHEET PMS-2 FOR CONTINUATION

PAVER LAYOUT FOR REVISED GMP PRICING - VE OPTION



KEY MAP

30 15 0 30 60

GRAPHIC SCALE
1" = 30'

NOTE:
1. ALL PROPOSED ELEVATIONS ARE IN N.A.V.D.(88)
2. ALL PAVEMENT MARKINGS SHALL BE PAINT UNLESS OTHERWISE NOTED.
3. ALL STRIPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND ALL PAVEMENT MARKING & SIGNAGE SHALL MEET OR EXCEED THE MOST STRINGENT M.U.T.C.D. (LATEST EDITION), F.D.O.T., BROWARD COUNTY TRAFFIC ENGINEERING, AND/OR CITY OF TAMARAC ENGINEERING STANDARDS.
4. PAVEMENT MARKINGS ON PAVERS SHALL BE 5730/5731 TAPE 3M OR EQUAL APPLIED WITH CONTACT CEMENT OR THERMOPLASTIC APPLIED TO A CONCRETE RIBBON SEALED WITH FDOT APPROVED SEALER.

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FILE: K:\PROJECTS\16-xxx\16-3814\dwg\3814pms.dwg
PLOT DATE: 11/29/2018 3:28 PM BY: Andy Venneman
LAYOUT: [PMS1]

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Engineers • Planners • Surveyors
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Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7002748 7019
Phone (954) 777-3123
Fax (954) 777-3114

REVISIONS

NO.	DATE	DESCRIPTION
1	8/6/18	REV PER CITY ENGINEER REVIEW

FAIRFIELD INN AND SUITES
COLONY CLUBHOUSE
TAMARAC, FLORIDA

PAVEMENT MARKING & SIGNAGE PLAN

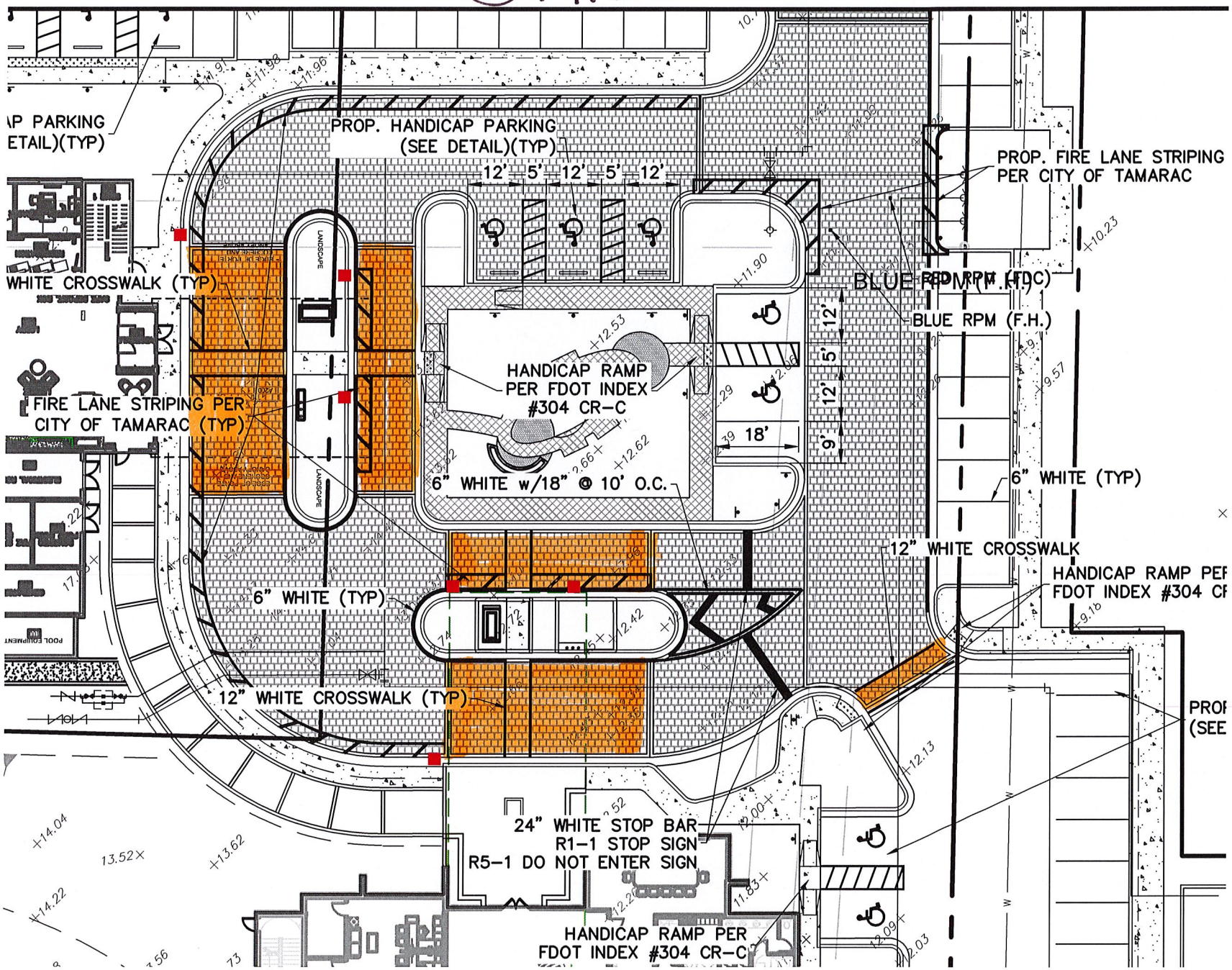
DATE: Nov. 2018
SCALE: 1" = 30'
DESIGNED BY: CRL
DRAWN BY: AV
JOB #: 16-3814

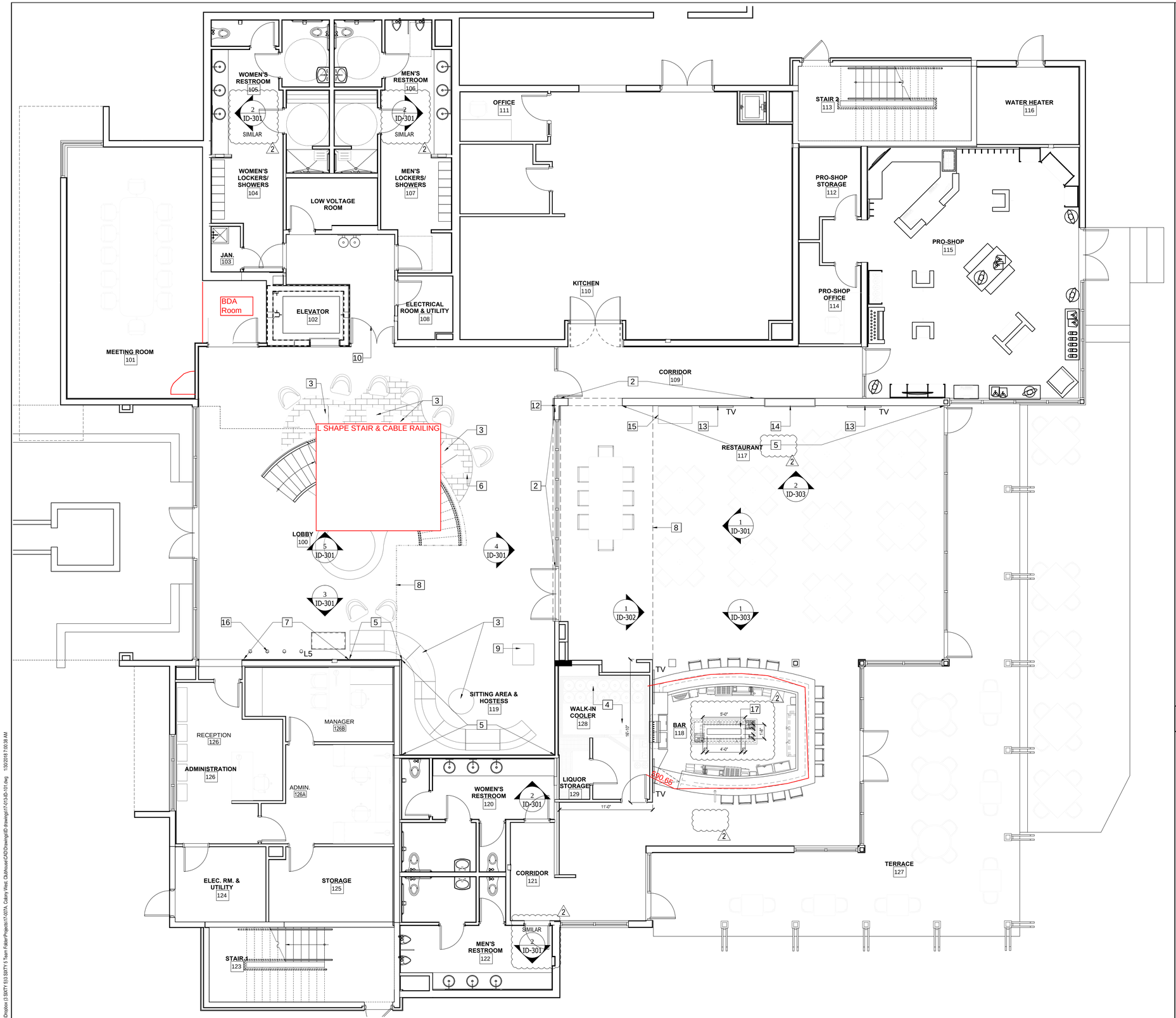
CLIFFORD R. LOUIAN
LICENSE
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: November 29, 2018

SHEET No.
PMS1

OPTION #2


AP PARKING
ETAIL)(TYP)
PROP. HANDICAP PARKING
(SEE DETAIL)(TYP)
12' 5' 12' 5' 12'
PROP. FIRE LANE STRIPING
PER CITY OF TAMARAC
WHITE CROSSWALK (TYP)
BLUE RPM (F.D.C)
BLUE RPM (F.H.)
HANDICAP RAMP
PER FDOT INDEX
#304 CR-C
FIRE LANE STRIPING PER
CITY OF TAMARAC (TYP)
6" WHITE w/18" @ 10' O.C.
18'
9'
12'
5'
12'
6" WHITE (TYP)
12" WHITE CROSSWALK
HANDICAP RAMP PEF
FDOT INDEX #304 CF
6" WHITE (TYP)
12" WHITE CROSSWALK (TYP)
PROF
(SEE
24" WHITE STOP BAR
R1-1 STOP SIGN
R5-1 DO NOT ENTER SIGN
HANDICAP RAMP PER
FDOT INDEX #304 CR-C
LANDSCAPE
LANDSCAPE
POOL EQUIPMENT



2 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

3 NOT USED

1 NOT USED.
2 PERFORATED WOOD PANELS.
3 GROUPED CURVED FURNITURE.
4 BUILT-IN BEER KEG REFRIGERATOR
5 CUSTOM WOOD PANEL SYSTEM.
6 HATCH DENOTES STONE FLOOR FINISH.
7 GREEN WALL SYSTEM WITH CATCH BASIN AT FLOOR. SEE ELEVATION 3/ID-301
8 DASHED LINE DENOTES CEILING ABOVE.
9 CHECK POINT STAND. PROVIDE FLOOR BOX FOR POWER AND DATA
10 EMERGENCY SMOKE DOORS.
11 VERTICAL WALL WATER FOUNTAIN.
12 WOOD FRAME. SEE INTERIOR ELEVATION.
13 50" WALL MOUNTED TV. SEE INTERIOR ELEVATIONS.
14 RECESSED DOUBLE SIDED GLASS WINE CELLAR. SEE INTERIOR ELEVATIONS.
15 SERVICE STATION. SEE FFE PACKAGE FOR MORE INFORMATION.
16 FLOOR RECESSED LIGHT FIXTURES. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
17 TRANSLUCENT LIGHT BOX FOR BOTTLE DISPLAY WITH LED LIGHT FIXTURE. SEE INTERIOR ELEVATIONS FOR MORE INFORMATION.

1 KEYNOTES

INTERIOR DESIGN PROJECT:

3 SIXTY 5
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PH.(561) 750-3717
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OWNER:
AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

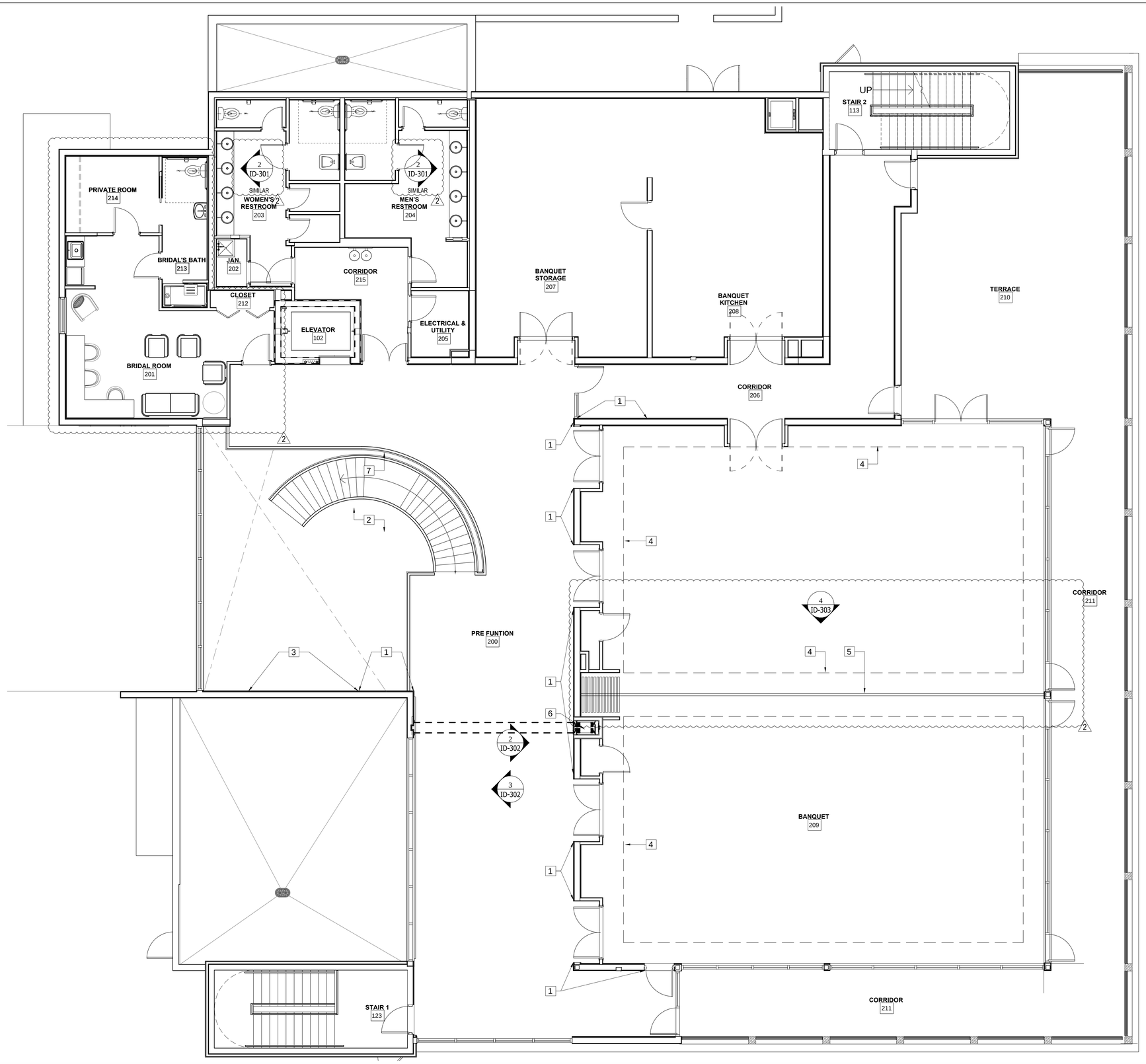
SHEET TITLE:
1ST FLOOR PLAN

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DATE: 06/14/17
SCALE: 1/4" = 1'-0"
DRAWN JJ
CHECKED LGS
JOB NO.: 17-013

SHEET NO.:
ID-101

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2 SECOND FLOOR PLAN

SCALE: 3/16" = 1'-0"

3 NOT USED

1 KEYNOTES

1. ~~CUSTOM WOOD PANEL SYSTEM.~~
2. HATCH DENOTES STONE FLOOR FINISH ON FIRST FLOOR.
3. ~~GREEN WALL SYSTEM.~~
4. DASHED LINE DENOTES CEILING ABOVE.
5. FOLDABLE PARTITION TRACK ABOVE.
6. WON DOOR SMOKE PARTITION SYSTEM.
7. ~~VERTICAL WATER FOUNTAIN. SEE INTERIOR ELEVATIONS FOR MORE~~ INFORMATION.

INTERIOR DESIGN PROJECT:

3 SIXTY 5

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PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

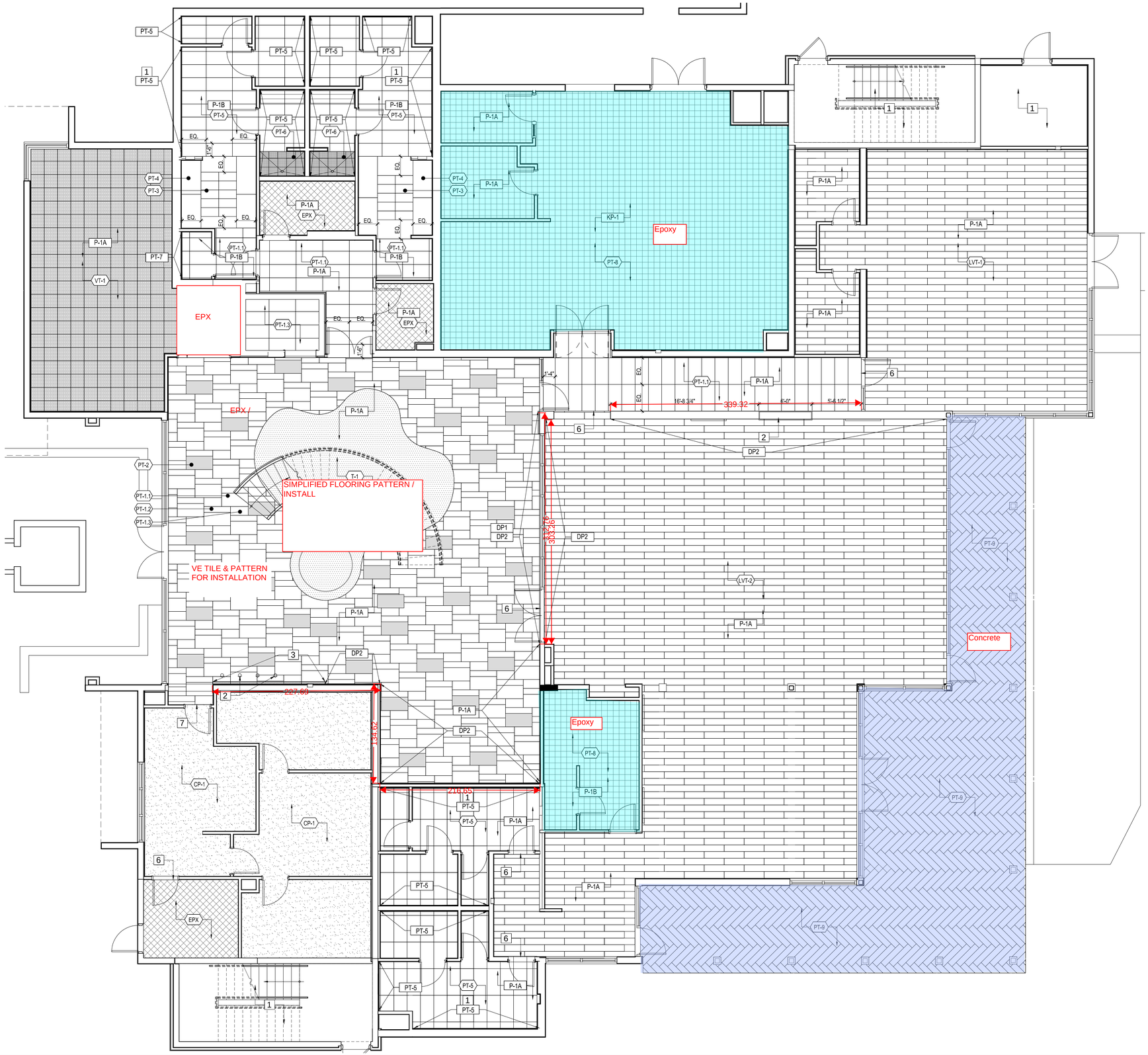
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2ND FLOOR PLAN

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JOB NO.:	17-013

SHEET NO.:
ID-102

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2 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

4 FLOOR PATTERN DETAIL
SCALE: 1/2" = 1'-0"

XXX — WALL FINISH SCHEDULE

SPEC #	DESCRIPTION	REMARK
P-1A	BENJAMIN MOORE: COLOR: TBD FINISH: EGGSHELL	
P-1B	BENJAMIN MOORE: COLOR: TBD FINISH: SATIN	
P-3A	BENJAMIN MOORE: COLOR: TBD FINISH: SEMI-GLOSS	
GL	CLEAR TEMPERED GLASS	
~~DP1~~	~~INTERLAM SCREENS STYLE: HSPVT - PAINTED COLOR: TBD~~	
~~DP2~~	~~CUSTOM WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK. #2-298/00/XP-12~~	~~ALL DP Finishes Eliminated- PAINTED SHEETROCK ONLY~~
~~DP3~~	~~INTERLAM SURFACES REDEFINED OVERLAY COLOR: TBD~~	
~~DP4~~	~~INTERLAM SURFACES REDEFINED OVERLAY HPL - COLOR: TBD~~	
WP1	MAHARAM WALL PAPER CATCH: 399560/004	
WP2	MAHARAM WALL PAPER DUNE: 399564	
WP3	WALL PAPER ARTE PRISMA AURORA: 671164	
PT-5	SAME AS FLOOR TILE PT-5	FLOOR TO CEILING TILE U.N.O.
KP-1	KITCHEN WALL PANELING: FIBERLITE FRP EMBOSSED WHITE SHEET.	

XX-XX — FLOOR FINISH SCHEDULE

SPEC #	DESCRIPTION	REMARK
PT-1	MARVEL MOON ONYX MATT - ATLAS CONCORDE (PT-1.1: 18"x36") (PT-1.2: 8"x36") (PT-1.3: 12"x24")	SEE FW ARDER PATTERN [ALL FLOOR TILE - VE'd
PT-2	MARVEL MOON ONYX LAPPATO - ATLAS CONCORDE SIZE: 18" x 36"	
PT-3	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 12" x 24"	
PT-4	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 30,5" x 59"	
PT-5	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 18" x 36"	
PT-6	ROOM PORCELAIN TILE - MOSAICO Q SIZE: 12" x 12"	
PT-7	AP10 SAIL MATTE - DALTILE SIZE: 6" x 16"	
PT-8	~~OT03 ASHEN GRAY - DALTILE SIZE: 8" x 8"~~	Epoxy Floor
PT-9	~~SD 86 GRAVEL ROAD XT - DALTILE SIZE: 6" x 36"~~	Concrete - 1st Floor
PT-10	ROOM PORCELAIN TILE CORD, ACANTHE - ATLAS CONCORDE-SIZE: 12" x 24"	
T-1	FINISH TBD	ORGANIC SHAPE
VT-1	PROCEDO FLOORING GMIL COLOR MILAN SIZE: 18"x18"	
EPX	EPOXY PAINT	
LVT-1	SHAW CONTRACT GROUP: QUIET COVER COTTONWOOD SIZE: 7.28" x 47.72"	ALL Floor to be VE'd
LVT-2	SHAW CONTRACT GROUP: QUIET COVER URBAN ASH SIZE: 7.28" x 47.72"	
CP-1	SHAW CONTRACT GROUP:TURNKEY DIVIDE 5A065 SIZE: BROADLOOM	
CP-2	SHAW CONTRACT GROUP: ETHEREAL BEAUTY LUSH TILE ASHLAR SIZE: 18" x 36"	
CP-3	SHAW CONTRACT GROUP: ETHEREAL BEAUTY FLORA FIELD SIZE: BROADLOOM	

3 FINISH SCHEDULES

1. EXPOSED CONCRETE.
2. FLOOR RECESSED LIGHT FIXTURE (TYPICAL OF 4). SEE FLOOR PLAN AND LIGHTING PACKAGE FOR MORE INFORMATION.
3. GREEN WALL SYSTEM.
4. BUILT-IN WINE STORAGE. SEE INTERIOR ELEVATIONS FOR MORE INFORMATION.
5. WALL TILE BEHIND RESTROOM VANITY UP TO 40" A.F.F.F. WITH AN ALUMINUM SCHLUTER QUADEC END TRIM.
6. FLOOR TRANSITION FROM LVT TO TILE. ALUMINUM SCHLUTER RENO-U. TYP.
7. FLOOR TRANSITION FROM TILE TO CARPET. ALUMINUM SCHLUTER SCHIEN TYP.

1 KEYNOTES

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3 SIXTY 5
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PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

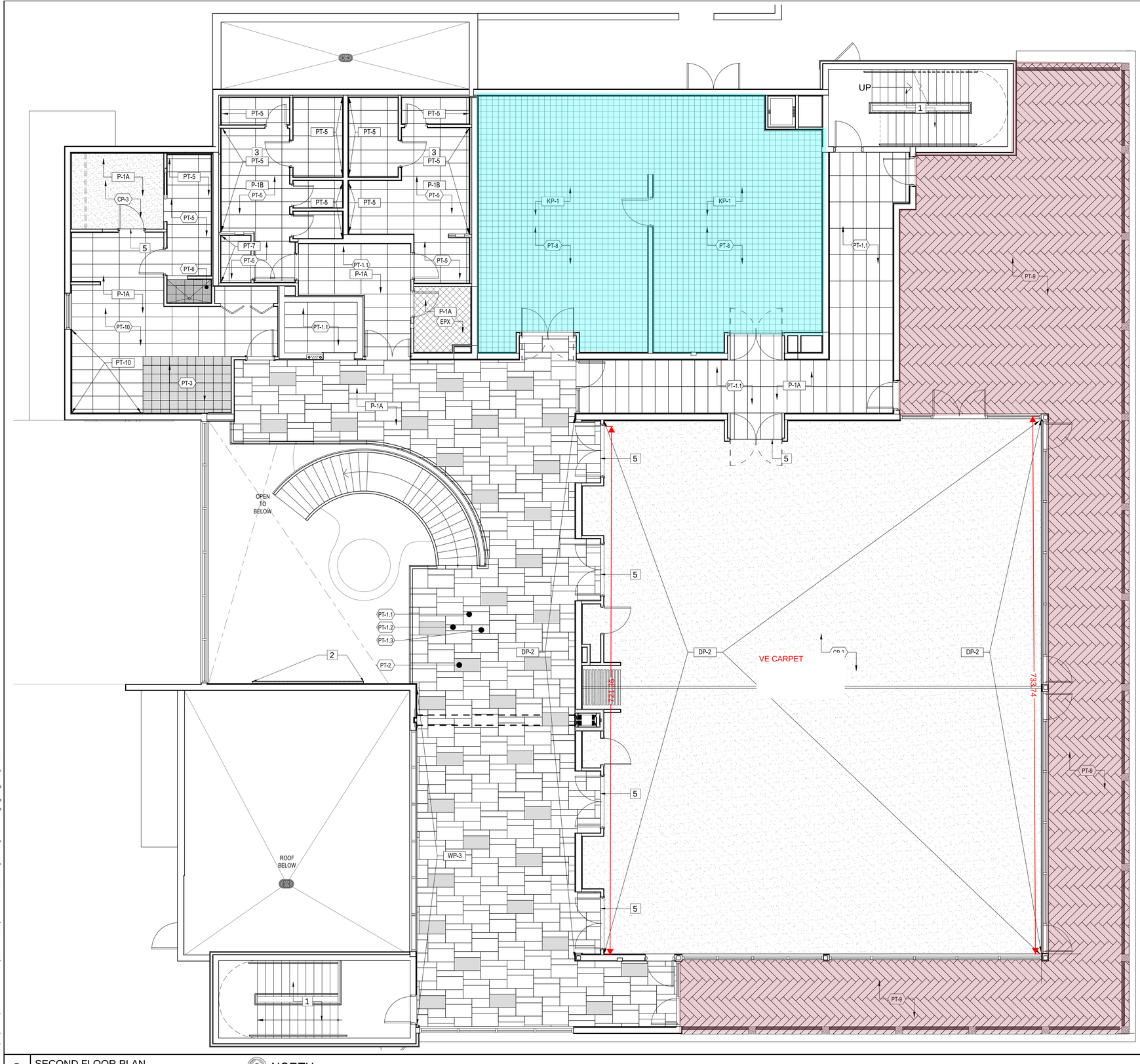
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1ST FLOOR FINISH PLAN

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SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-103

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2 SECOND FLOOR PLAN

SCALE: 3/16" = 1'-0"

NORTH

XXX	WALL FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-1A	BENJAMIN MOORE: COLOR: TBD FINISH: EGGSHELL	
P-1B	BENJAMIN MOORE: COLOR: TBD FINISH: SATIN	
P-3A	BENJAMIN MOORE: COLOR: TBD FINISH: SEMI-GLOSS	
GL	CLEAR TEMPERED GLASS	
DP1	INTERLAM SCREENS STYLE: HSPVT - PAINTED COLOR: TBD	
DP2	CUSTOM WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK, #2-298/00/XP-12	
DP3	INTERLAM SURFACES REDEFINED OVERLAY COLOR: TBD	
DP4	INTERLAM SURFACES REDEFINED OVERLAY HPL - COLOR: TBD	
WP1	MAHARAM WALL PAPER CATCH: 399560/004	
WP2	MAHARAM WALL PAPER DUNE: 399564	
WP3	WALL PAPER ARTE PRISMA AURORA: 671164	
PT-5	SAME AS FLOOR TILE PT-5	FLOOR TO CEILING TILE U.N.O.
KP-1	KITCHEN WALL PANELING: FIBERLITE FRP EMBOSSED WHITE SHEET.	

XX-XX	FLOOR FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
PT-1	MARVEL MOON ONYX MATT - ATLAS CONCORDE (PT-1.1: 18"x36") (PT-1.2: 8"x36") (PT-1.3: 12"x24")	SEE ENLARGED PATTERN DETAIL 4/ID-103
PT-2	MARVEL MOON ONYX LAPPATO - ATLAS CONCORDE SIZE: 18" x 36"	
PT-3	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 12" x 24"	
PT-4	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 30.5" x 59"	
PT-5	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 18" x 36"	
PT-6	ROOM PORCELAIN TILE - MOSAICO Q SIZE: 12" x 12"	
PT-7	AP10 SAIL MATTE - DALTILE SIZE: 6" x 16"	
PT-8	~~OT03 ASHEN GRAY - DALTILE SIZE: 8" x 8"~~ Epoxy	
PT-9	~~SD 86 GRAVEL ROAD XT - DALTILE SIZE: 6" x 36"~~ Traffic coating @ 2nd Fl	
PT-10	ROOM PORCELAIN TILE CORD. ACANTHE - ATLAS CONCORDE-SIZE: 12" x 24"	
T-1	FINISH TBD	ORGANIC SHAPE
VT-1	PROCEDO FLOORING GMIL COLOR MILAN SIZE: 18"x18"	
EPX	EPOXY PAINT	
LVT-1	SHAW CONTRACT GROUP: QUIET COVER COTTONWOOD SIZE: 7.28" x 47.72"	
LVT-2	SHAW CONTRACT GROUP: QUIET COVER URBAN ASH SIZE: 7.28" x 47.72"	
CP-1	SHAW CONTRACT GROUP:TURNKEY DIVIDE 5A065 SIZE: BROADLOOM	
CP-2	SHAW CONTRACT GROUP: ETHEREAL BEAUTY LUSH TILE ASHLAR SIZE: 18" x 36"	
CP-3	SHAW CONTRACT GROUP: ETHEREAL BEAUTY FLORA FIELD SIZE: BROADLOOM	

3 FINISH SCHEDULES

1. EXPOSED CONCRETE.
2. GREEN WALL SYSTEM.
3. WALL TILE BEHIND RESTROOM VANITY UP TO 40" A.F.F.F. WITH AN ALUMINUM SCHLUTER QUADEC END TRIM.
4. FLOOR TRANSITION FROM LVT TO TILE. ALUMINUM SCHLUTER RENO-U. TYP.
5. FLOOR TRANSITION FROM TILE TO CARPET. ALUMINUM SCHLUTER SCHIEN TYP.

1 KEYNOTES

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ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

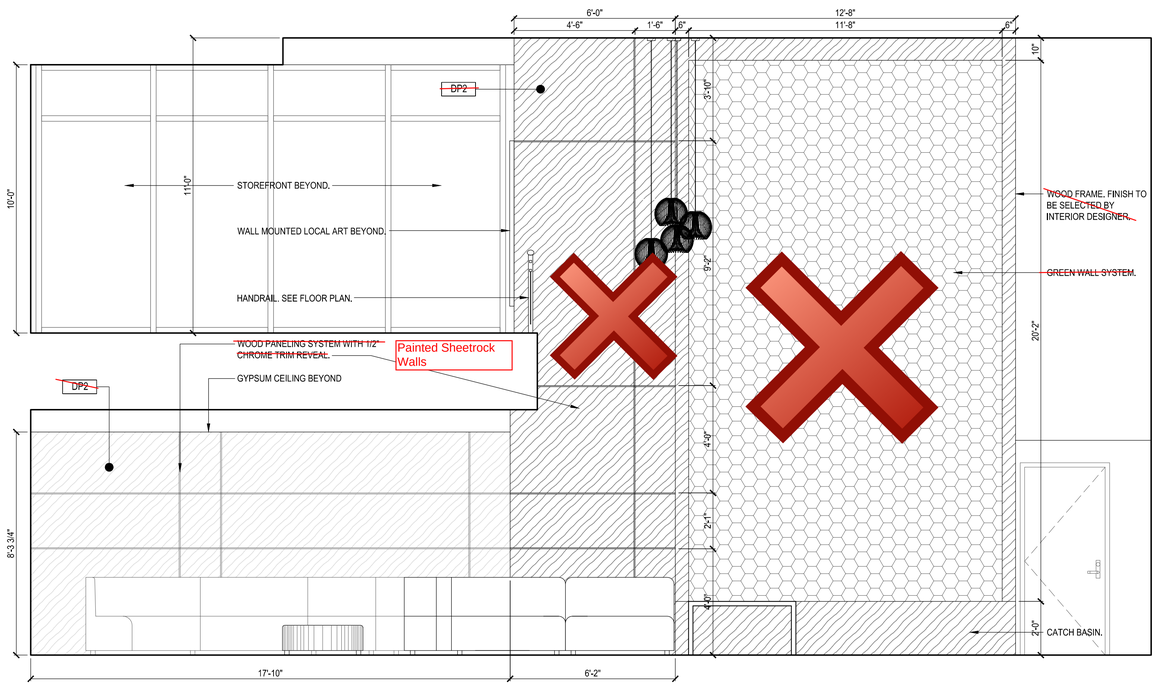
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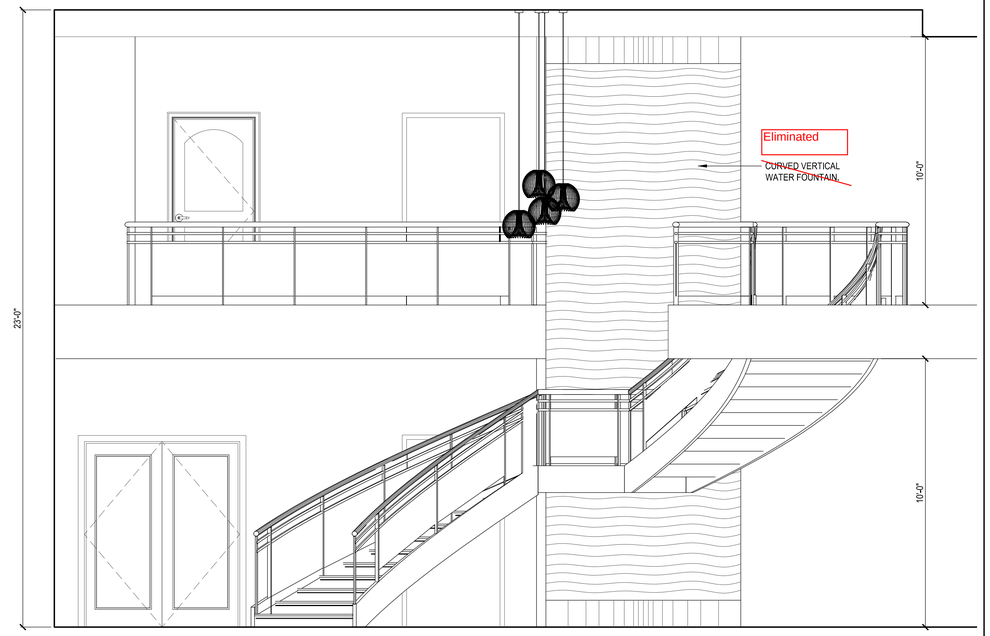
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SHEET NO.:
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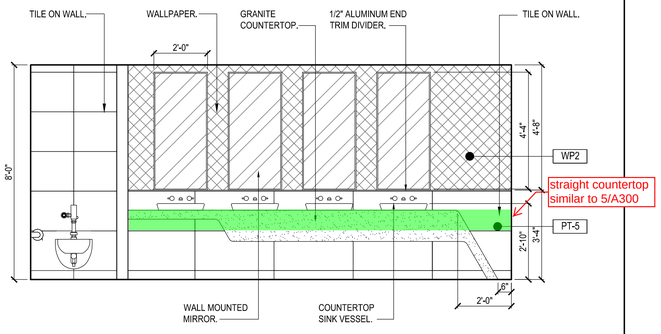
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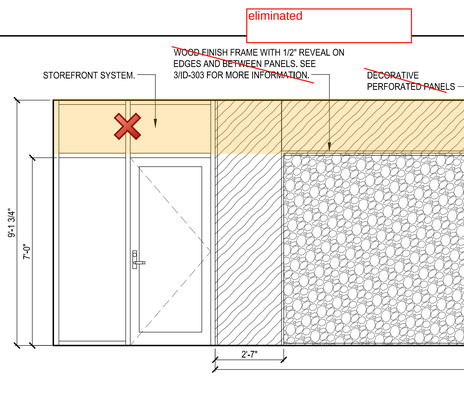
3 LOBBY INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



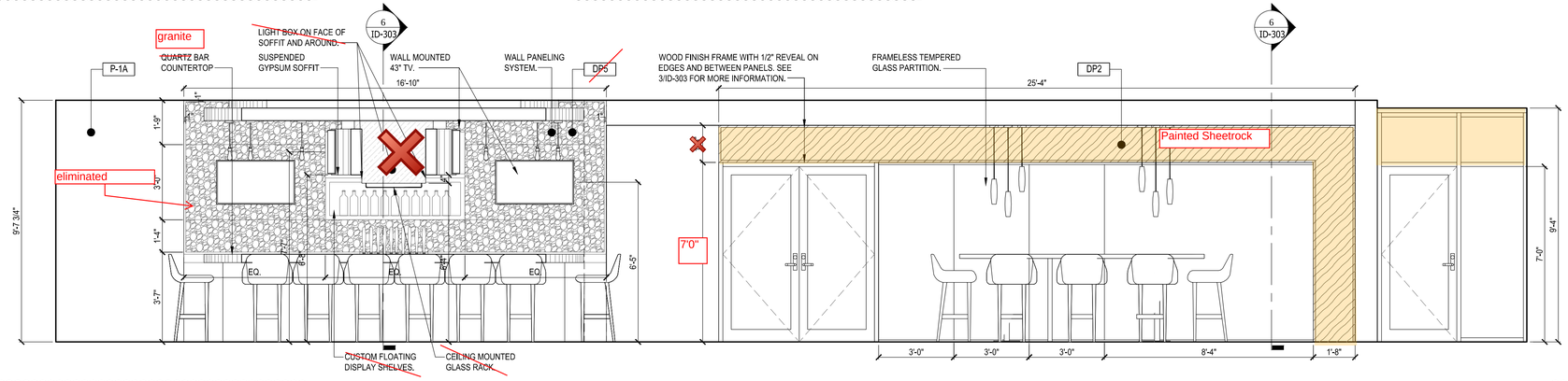
5 LOBBY INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



2 RESTROOM INTERIOR ELEVATION (TYPICAL)
SCALE: 3/8" =1'-0"



4 LOBBY INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



1 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"

XXX	WALL FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-1A	BENJAMIN MOORE: COLOR: TBD FINISH: EGGSHELL	
P-1B	BENJAMIN MOORE: COLOR: TBD FINISH: SATIN	
P-3A	BENJAMIN MOORE: COLOR: TBD FINISH: SEMI-GLOSS	
GL	CLEAR TEMPERED GLASS	
DP1	INTERLAM SCREENS STYLE: HSPVT - PAINTED COLOR: TBD	
DP2	CUSTOM WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK. #2-298/00/XP-12	
DP3	INTERLAM SURFACES REDEFINED OVERLAY COLOR: TBD	
DP4	INTERLAM SURFACES REDEFINED OVERLAY HPL - COLOR: TBD	
DP5	INTERLAM SCREENS STYLE: HSVCT - PAINTED COLOR: TBD	INNER PAINTED : ALUMINUM OUTER PAINTED: TBD
WP1	MAHARAM WALL PAPER CATCH: 399560/004	
WP2	MAHARAM WALL PAPER DUNE: 399564	
WP3	WALL PAPER ARTE PRISMA AURORA: 671164	
PT-5	SAME AS FLOOR TILE PT-5	FLOOR TO CEILING TILE U.N.O.
KP-1	KITCHEN WALL PANELING: FIBERLITE FRP EMBOSSED WHITE SHEET.	

6 WALL FINISH SCHEDULE

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REVISIONS:

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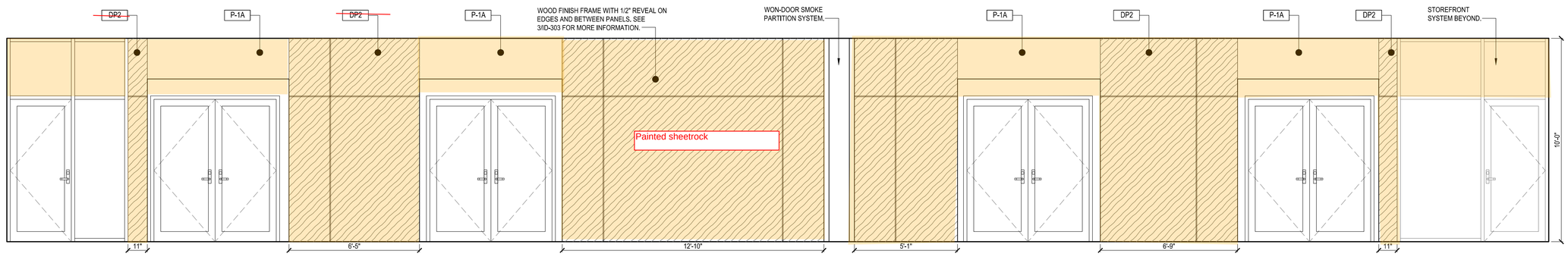
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INTERIOR ELEVATIONS

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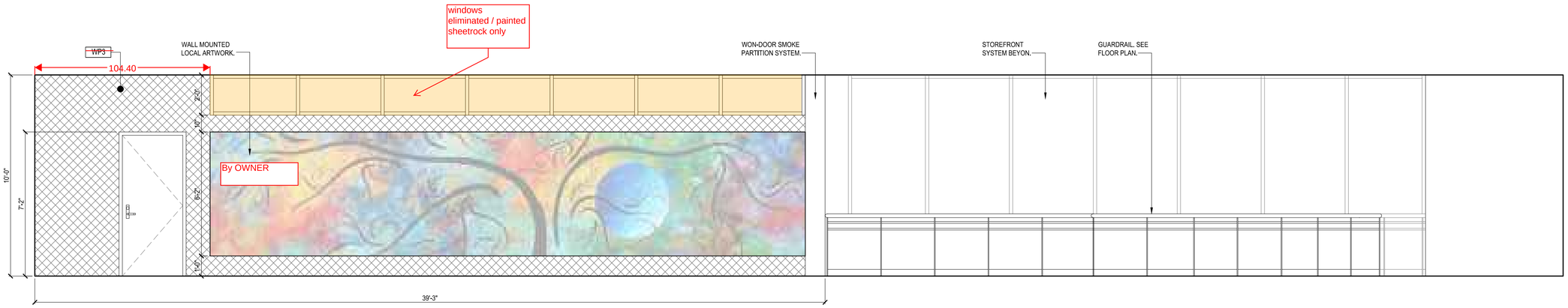
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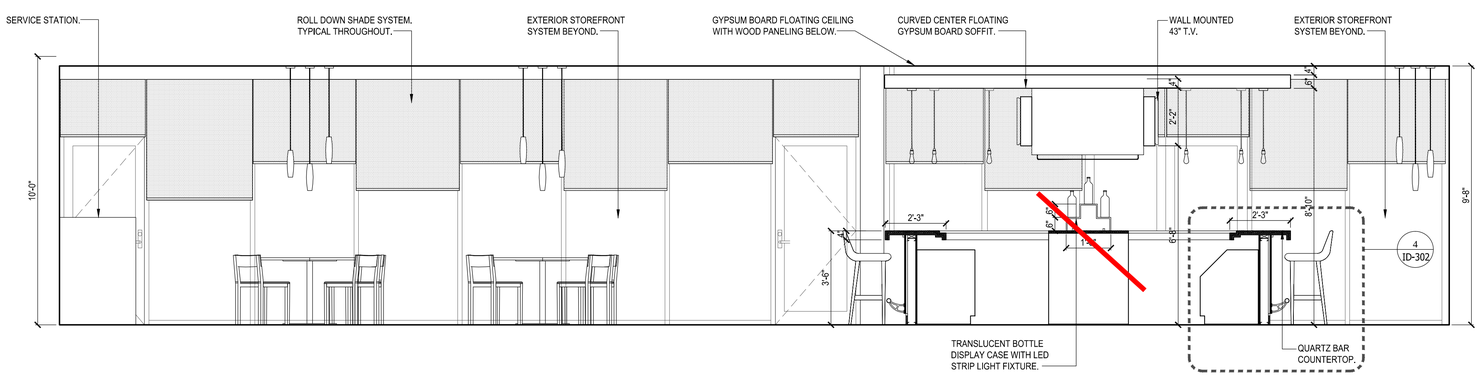
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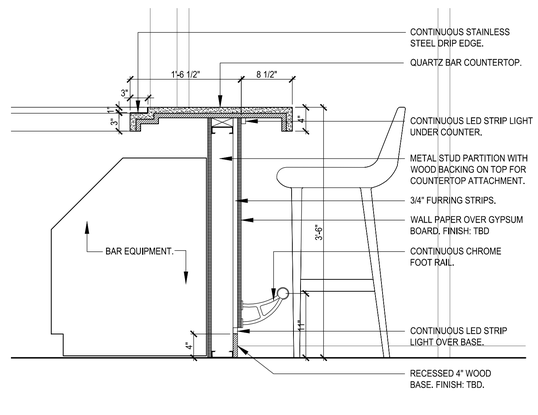
3 2ND FLOOR PRE-FUNCTION INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



2 2ND FLOOR PRE-FUNCTION INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



1 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



4 ENLARGED BAR SECTION DETAIL
SCALE: 1" =1'-0"

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DATE:

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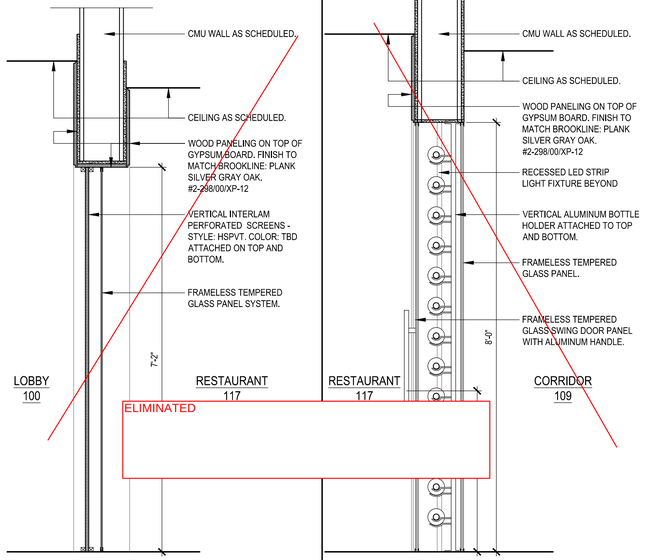
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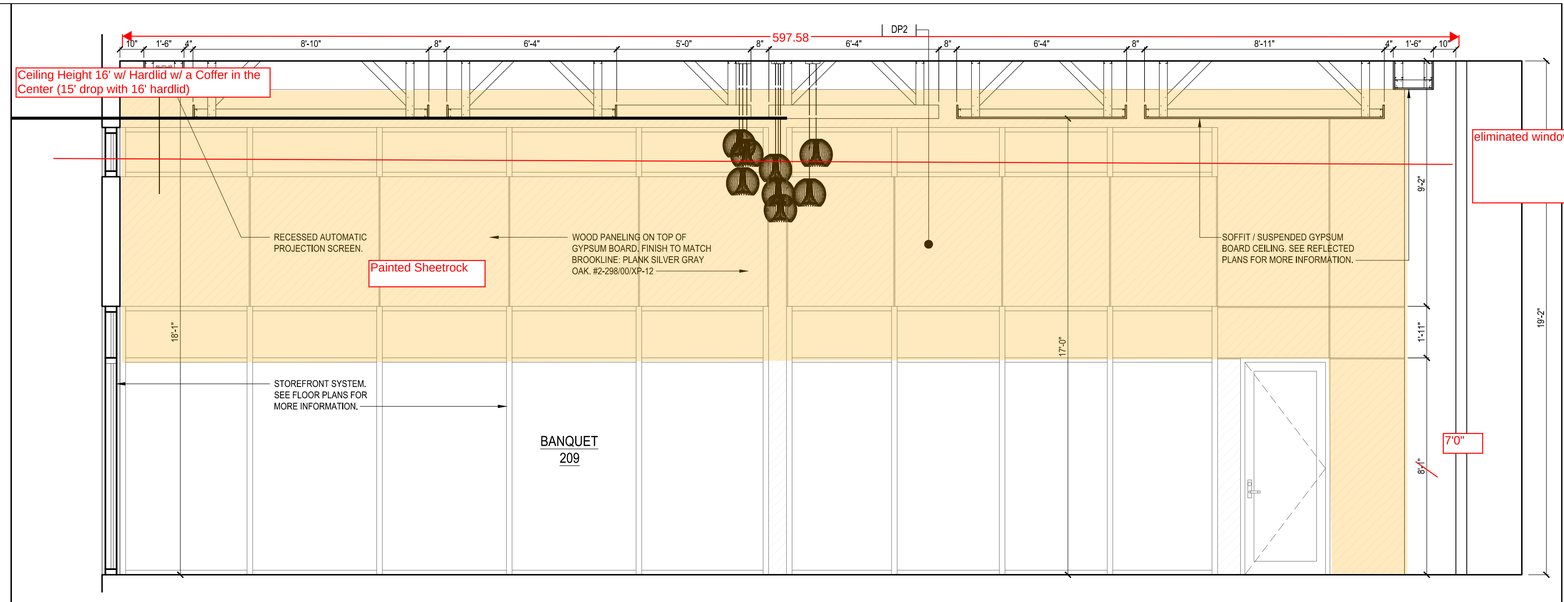
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6 WOOD FRAME SECTION DETAIL
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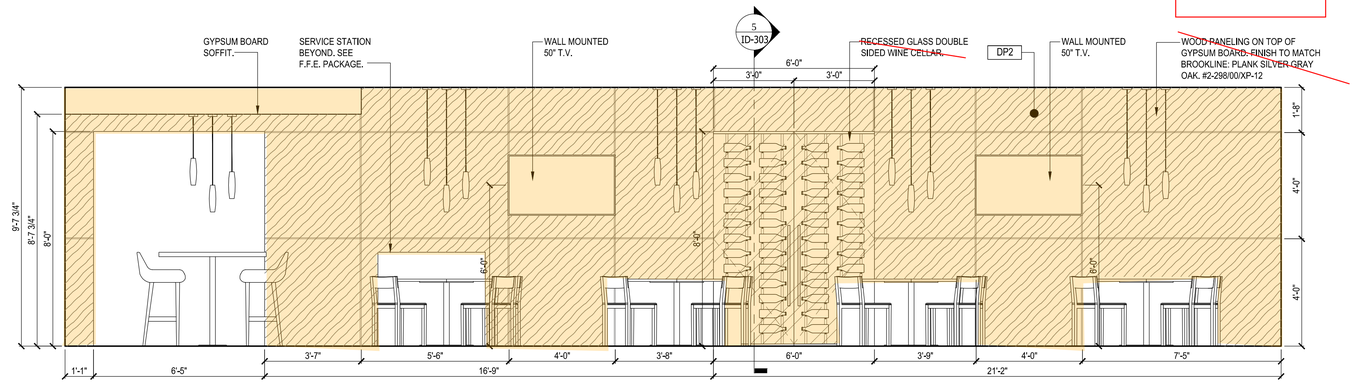
5 WINE CELLAR SECTION DETAIL
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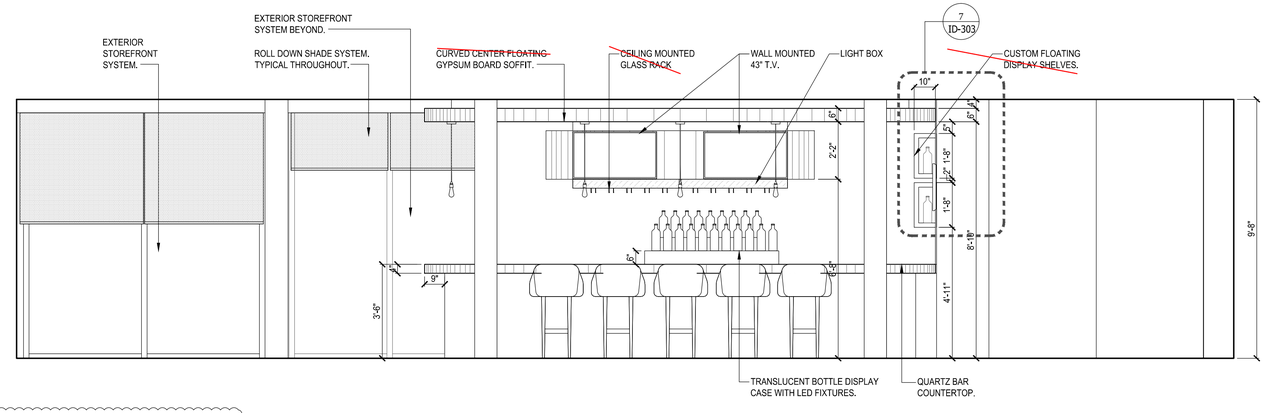
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SCALE: 3/8" =1'-0"

All wood paneling eliminated

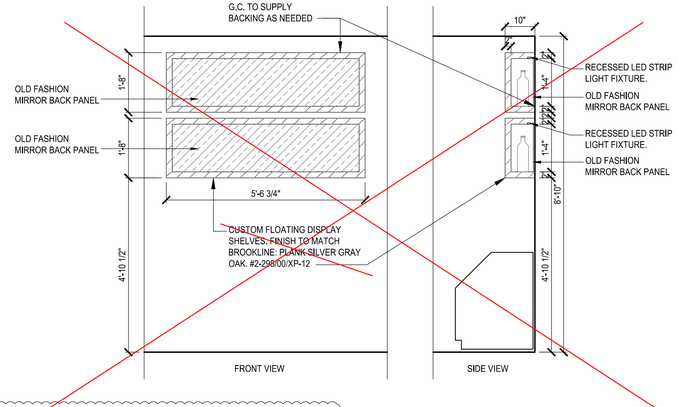
3 WOOD PANELING REVEAL DETAIL (TYP.)
SCALE: 1-1/2" =1'-0"



2 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



1 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



ELIMINATED

7 FLOATING BAR DISPLAY SHELVES
SCALE: 3/8" =1'-0"

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CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

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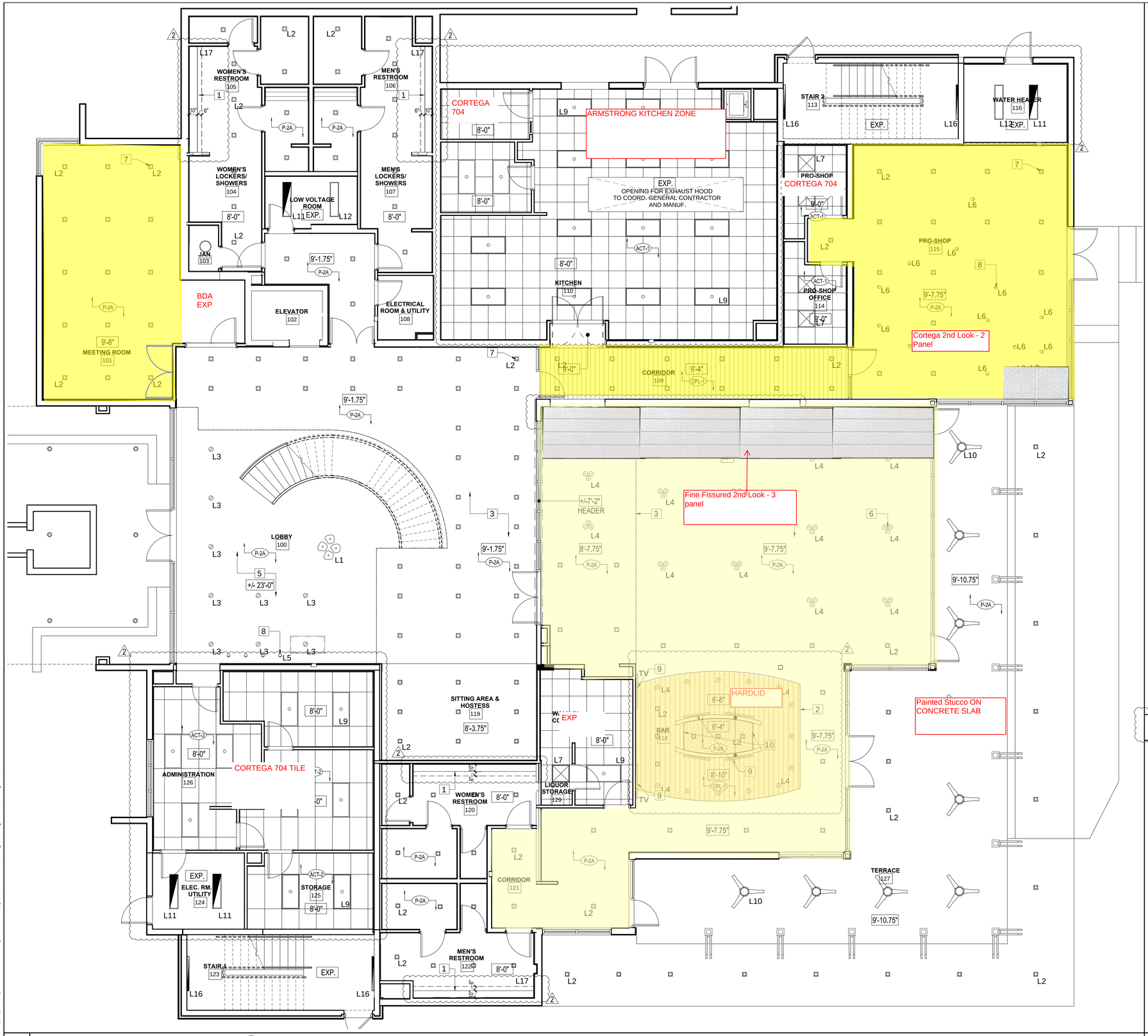
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SHEET NO.:
ID-303



3 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

(XXXX)	CEILING FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-2A	BENJAMIN MOORE: COLOR: TBD FINISH: FLAT	
ACT-1	ARMSTRONG 2' x 2' TEGULAR ACOUSTIC CEILING	
ACT-2	ARMSTRONG 2' x 4' TEGULAR ACOUSTIC CEILING	
CPL-1	CUSTOM CEILING WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK, #2-298/00/XP-12	
EXP	EXPOSED CONCRETE	

1 CEILING FINISH SCHEDULE

1. ~~LED STRIP LIGHT IN LIGHT COVE.~~
2. SUSPENDED GYPSUM BOARD CEILING AT 6'-8" A.F.F. SEE INTERIOR ELEVATIONS.
3. GYPSUM BOARD CEILING AT 9'-0" A.F.F.
4. GYPSUM BOARD CEILING AT 10'-0" A.F.F.
5. GYPSUM BOARD CEILING AT HIGH CEILING.
6. L4 - CLUSTER OF PENDANT LIGHT FIXTURES. (TYPICAL) SEE SPECS.
7. L2 - RECESSED SQUARE LIGHT FIXTURE. (TYPICAL) SEE SPECS
8. L5 - FLOOR RECESSED PIN POINT LIGHT FIXTURE. SEE SPECS.
9. WALL MOUNTED TV. PROVIDE POWER AND DATA.
10. ~~LIGHT BOX WITH TRANSLUCENT SCREEN.~~

2 KEYNOTES

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No.	DATE	REMARKS
2	01/25/2018	COORDINATION

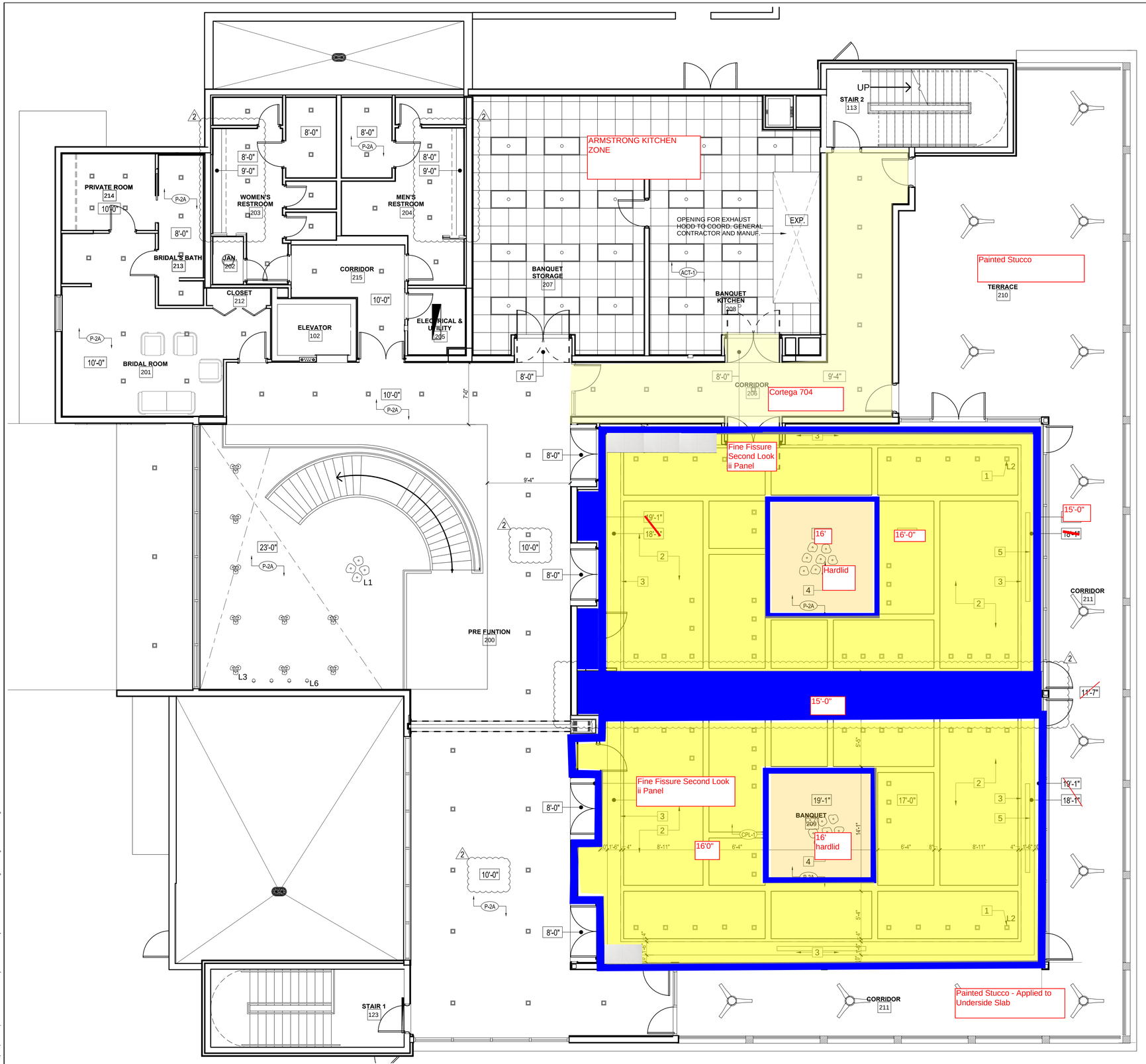
SHEET TITLE:
1ST FLOOR RCP

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP
VISUAL CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-401

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3 SECOND FLOOR CEILING PLAN
SCALE: 3/16" = 1'-0"

NORTH

XXXX	CEILING FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-2A	BENJAMIN MOORE: COLOR: TBD FINISH: FLAT	
ACT-1	ARMSTRONG 2' x 2' TEGULAR ACOUSTIC CEILING	
ACT-2	ARMSTRONG 2' x 4' TEGULAR ACOUSTIC CEILING	
CPL-1	CUSTOM CEILING WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK, #2-298/00/XP-12	
EXP	EXPOSED CONCRETE	

1 CEILING FINISH SCHEDULE

1. RECESSED SQUARE LIGHTING. (TYPICAL) SEE SPECS
2. SUSPENDED CLOUD SYSTEM.
3. GYPSUM BOARD SOFFIT / CEILING.
4. CLUSTER OF PENDANT LIGHTING.
5. RECESSED MOTORIZED PROJECTION SCREEN.
6. LED STRIP LIGHT IN LIGHT COVE.

2 KEYNOTES

INTERIOR DESIGN PROJECT:

3 SIXTY 5
DESIGN STUDIO
HOLLYWOOD, FLORIDA 33020
PH.(954)43405001 (754)2040331
bela@threesixtygroups.com

PROJECT DESIGN

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ADACHE GROUP ARCHITECTS
FT. LAUDERDALE, FLORIDA 33301
PH.(954) 525-8133 FAX.(954) 728-8159
E-MAIL: info@adache.com

LANDSCAPE ARCHITECTS
ARCHITECTURAL ALLIANCE
612 SOUTHWEST 4th AVENUE
FORT LAUDERDALE, FLORIDA 33315
PH.(954) 764-8858
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STRUCTURAL
MUE ENGINEERS
3440 NORTHEAST 12th AVENUE
OAKLAND PARK, FLORIDA 33334
PH.(954) 324-4730
E-MAIL: munteweger@MUEngineers.com

MEP ENGINEERS
CONSULTING FAE
700 West Hillsboro Blvd. Building 1 Suite 204
Deerfield Beach, Florida
PH.(561) 391-9292
E-MAIL: dvidle@FAEConsulting.com

CIVIL ENGINEERS
DCES DIVERSIFIED - CONSTRUCTION & ENGINEER SERVICES
2295 NORTHWEST CORPORATE BOULEVARD, SUITE 125
BOCA RATON, FLORIDA 33431
PH.(561) 750-3717
E-MAIL: neal@dcesgroup.com

OWNER:
AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

SHEET TITLE:
2ND FLOOR RCP

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP VISUAL CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-402

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All aluminum doors clear anodized

wt	From Room: Name	DOOR TYPE	DOOR WIDTH	DOOR HEIGHT	DOOR THICKNESS	DOOR MATERIAL	DOOR FINISH	FIRE RATING	FRAME MATERIAL	HARDWARE SET No	HARDWARE FINISH	COMMENTS
TOP OF GROUND FLOOR												
100	LOBBY	A	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 1.0	POLISHED CHROME	PANIC HARDWARE
100.1	LOBBY	B	4' - 7"	8' - 4"	2"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 10.0	POLISHED CHROME	SELF CLOSING DEVICES
100.2	LOBBY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
102	MEETING ROOM	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 11.0	POLISHED CHROME	
103	JAN.	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 22.0	POLISHED CHROME	
104	WOMEN'S LOCKERS SHOWERS	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 17.0	POLISHED CHROME	
104.1	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
105	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
105.1	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
106	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
107	MEN'S LOCKERS/ SHOWERS	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 17.0	POLISHED CHROME	
107.1	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
108	ELECTRICAL ROOM & UTILITY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
110	KITCHEN	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
110.1	KITCHEN	F	6' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	60 MIN.	GALVANIZED HOLLOW METAL	SET 6.0	SATIN CHROME PLATED	
111	OFFICE	G	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
112	PRO-SHOP STORAGE	H	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 21.0	POLISHED CHROME	
114	PRO-SHOP OFFICE	H	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
115	PRO-SHOP	A	6' - 0 1/4"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	PANIC HARDWARE
115.1	CORRIDOR	E	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 12.0	POLISHED CHROME	PANIC HARDWARE
116	WATER HEATER	H	3' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	NR	GALVANIZED HOLLOW METAL	SET 8.0	SATIN CHROME PLATED	
117	LOBBY	A	6' - 0"	6' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	PANIC HARDWARE
117.1	RESTAURANT	E	3' - 0 1/4"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
117.2	RESTAURANT	E	3' - 0 1/4"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 1.0	POLISHED CHROME	PANIC HARDWARE
118	BAR	A	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	PANIC HARDWARE
120	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 20.0	POLISHED CHROME	
120.1	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
120.2	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
120.3	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
121	CORRIDOR	E	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
122	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 20.0	POLISHED CHROME	
122.1	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
122.2	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
124	ELEC. RM. & UTILITY	F	6' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	NR	GALVANIZED HOLLOW METAL	SET 5.0	SATIN CHROME PLATED	
124.1	ELEC. RM. & UTILITY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
125	STORAGE	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
126	ADMINISTRATION	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 15.0	POLISHED CHROME	
126.1	ADMINISTRATION	H	2' - 10"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
126.2	ADMINISTRATION	H	2' - 10"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
128	WALK-IN COOLER	H	2' - 10"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 21.0	POLISHED CHROME	
129	LIQUOR STORAGE	H	2' - 10"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 21.0	POLISHED CHROME	
130	STORAGE	H	2' - 8"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 21.0	POLISHED CHROME	
131	GENERATOR	K	4' - 0"	8' - 6 3/8"	2"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132	DUMSPTERS	K	5' - 11"	8' - 5"	2"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132.1	DUMSPTERS	K	5' - 11"	8' - 5"	2"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132.2	DUMSPTERS	K	4' - 0"	6' - 6"	1"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132.3	DUMSPTERS	K	4' - 0"	6' - 6"	1"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
134	LOW VOLTAGE ROOM	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
S1.1	STAIR 1	H	3' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	90 MIN.	GALVANIZED HOLLOW METAL	SET 7.0	SATIN CHROME PLATED	PANIC HARDWARE
S2.1	STAIR 2	H	3' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	90 MIN.	GALVANIZED HOLLOW METAL	SET 7.0	SATIN CHROME PLATED	PANIC HARDWARE
TOP OF SECOND FLOOR												
200	CORRIDOR	M	17' - 11 3/8"	10' - 0"	1' - 2"	BY MANUFACTURER	BY MANUFACTURER	90 Minute Fire Rating	BY MANUFACTURER	SET 31.0	POLISHED CHROME	
200.1	CORRIDOR	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
201	BRIDAL'S ROOM	L	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 16.0	POLISHED CHROME	
201.1	CLOSET	J	6' - 0"	7' - 0"	1 1/2"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 28.0	POLISHED CHROME	
201.2	BRIDAL'S BATH	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
201.3	BRIDAL'S ROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 26.0	POLISHED CHROME	
201.4	PRIVATE ROOM	J	3' - 0"	6' - 8"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 27.0	POLISHED CHROME	
202	JAN.	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 22.0	POLISHED CHROME	
203	CORRIDOR	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 19.0	POLISHED CHROME	
203.1	WOMEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
203.2	WOMEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
203.3	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
203.4	WOMEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
204	CORRIDOR	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 19.0	POLISHED CHROME	
204.1	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
204.2	MEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
205	ELECTRICAL & UTILITY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
207	BANQUET STORAGE	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
208	BANQUET KITCHEN	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
208.1	BANQUET STORAGE	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 18.0	POLISHED CHROME	
209	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	45 MIN.	ALUMINUM	SET 9.0	POLISHED CHROME	PANIC HARDWARE
209.1	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	45 MIN.	ALUMINUM	SET 9.0	POLISHED CHROME	PANIC HARDWARE
209.2	BANQUET	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 21.0	POLISHED CHROME	
209.3	BANQUET	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 21.0	POLISHED CHROME	
209.4	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.5	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.6	BANQUET	E	3' - 0"	6' - 8" 7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.7	BANQUET	E	3' - 0 1/4"	7' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	
209.8	BANQUET	E	3' - 0 1/4"	8' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	
209.9	CORRIDOR	E	3' - 0 1/4"	7' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	
209.10	CORRIDOR	E	3' - 0 1/4"	7' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.11	TERRACE	A	5' - 4 1/2"	8' - 0" 7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	
209.12	BANQUET	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
209.13	BANQUET	P	55' - 2"	10' - 0"	1 3/4"	BY MANUFACTURER	BY MANUFACTURER	NR	ALUMINUM	SET 31.0	POLISHED CHROME	BY MANUF.
210	TERRACE	O	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
210.1	TERRACE	O	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
211	CORRIDOR	E	3' - 0"	6' - 8" 7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
215	CORRIDOR	B	4' - 7"	6' - 8"	2"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 10.0	POLISHED CHROME	SELF CLOSING DEVICES
S1.2a	STAIR 1	N	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	90 MIN.	HOLLOW METAL	SET 13.0	POLISHED CHROME	PANIC HARDWARE
S1.2b	STAIR 1	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 13.0	POLISHED CHROME	PANIC HARDWARE
S2.2	STAIR 2	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	90 MIN.	HOLLOW METAL	SET 13.0	POLISHED CHROME	PANIC HARDWARE
BOTTOM OF ROOF												
S2.R		H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	90 MIN.	HOLLOW METAL	SET 13.0	SATIN CHROME PLATED	PANIC HARDWARE

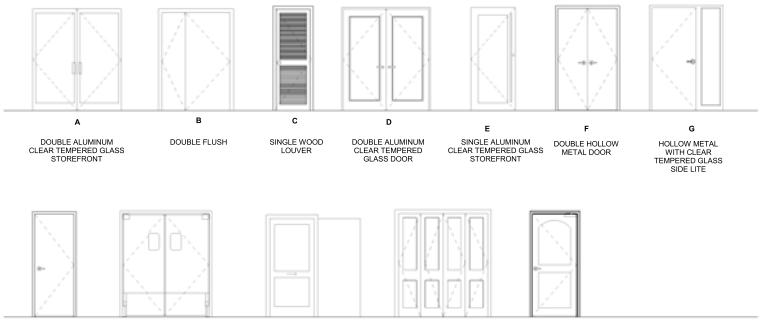
Solid Core Wood

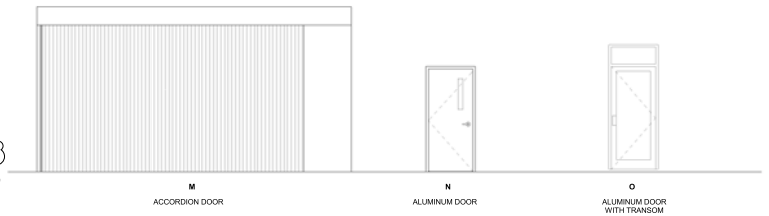
Solid Core Wood

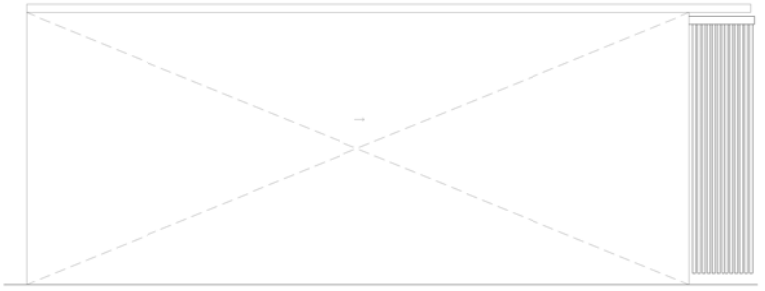
HollowMetal

GENERAL NOTES:

1. DOOR THICKNESS OF ALL DOORS IS 1-3/4" UNLESS NOTED OTHERWISE.
2. VERIFY SIZES OF DOORS LEADING INTO ROOMS HOUSING EQUIPMENT, SUCH AS THE LAUNDRY ROOM OR THE MECHANICAL ROOM, TO ENSURE DOOR IS WIDE ENOUGH TO ALLOW FOR REMOVAL AND REPLACEMENT OF EQUIPMENT.
3. ALL HOLLOW METAL DOORS AND FRAMES TO BE PAINTED
4. EXTERIOR PAINT COLOR TO MATCH ADJACENT EXTERIOR MATERIALS.
5. TOPS AND BOTTOMS OF ALL HOLLOW METAL DOORS EXPOSED TO WEATHER SHALL BE PAINTED.
6. ALL PUBLIC SPACE DOORS TO HAVE PLASTIC LAMINATE FINISH, UNLESS NOTED OTHERWISE.
7. ALLOW FOR PLASTIC LAMINATE FACES AT DOOR FRAMES. ADJUST HINGES AS REQUIRED.
8. SAFETY GLASS WHERE REQUIRED BY CODE.
9. HINGE-MOUNTED DOOR STOPS NOT ALLOWED.
10. DOOR GUARDS AT THE GUESTROOM ENTRY DOORS REQUIRE A SPACER TO CLEAR THE DOOR TRIM.
11. DOOR HARDWARE TO BE CENTERED ON RAIL OF PANEL DOORS.
12. A DOOR HARDWARE SHEDULE AND REQUIRED SUBMITTAL SHALL BE PREPARED BY AN ARCHITECTURAL HARDWARE CONSULTANT.
13. ALL SCHEDULE HARDWARE SHALL BE COMPLIANT WITH ALL APLICABLE CODE.









DOOR TYPES
1/4" = 1'-0"

No.	DESCRIPTION	DATE
1	1st Department Review Comments	11/09/2017
2	2nd Department Review Comments	06/04/2018
3	RFI Revisions	02/18/2019

REV #4 RFI
04/02/2018

RECEIVED 04/03/2019

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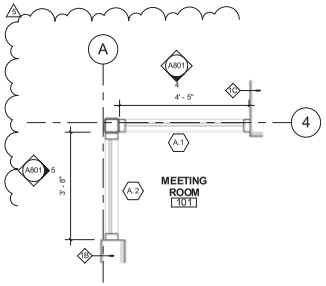
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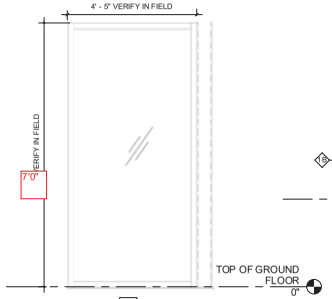
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JOB NUMBER
16-022
PROJECT STATUS
PERMIT SET
SHEET NAME
DOOR SCHEDULE

SHEET NUMBER
A800

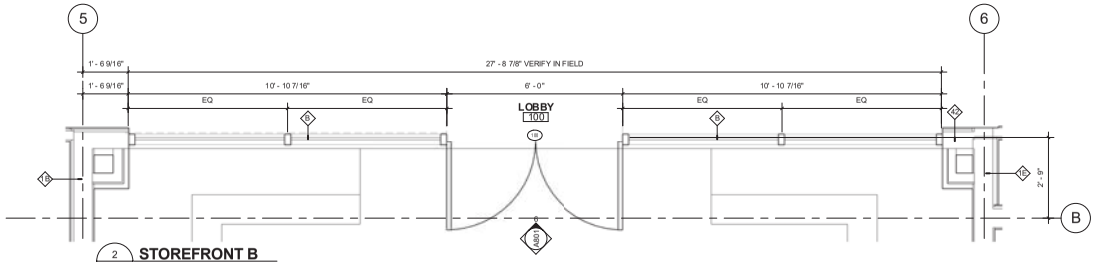
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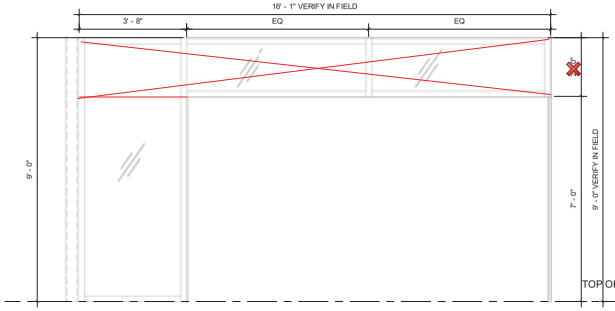
1 A801 **STOREFRONT A.1 & A.2**
1/2" = 1'-0"



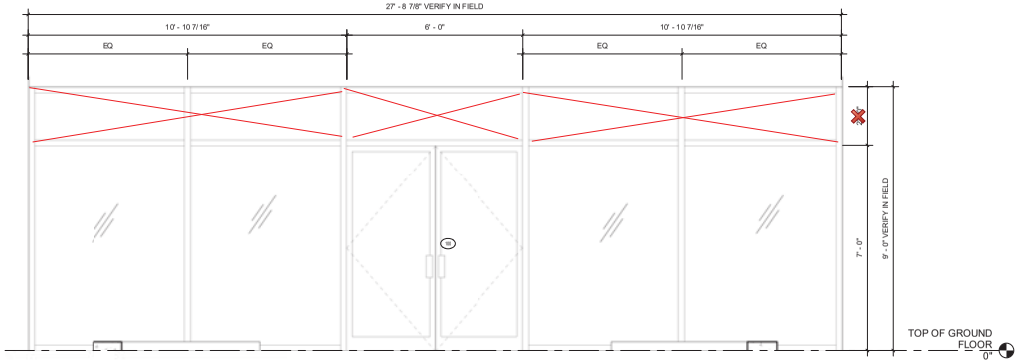
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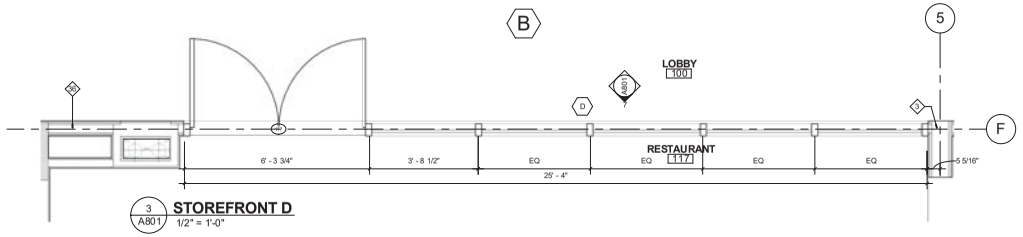
2 A801 **STOREFRONT B**
1/2" = 1'-0"



A.2



B



3 A801 **STOREFRONT D**
1/2" = 1'-0"

GENERAL NOTES

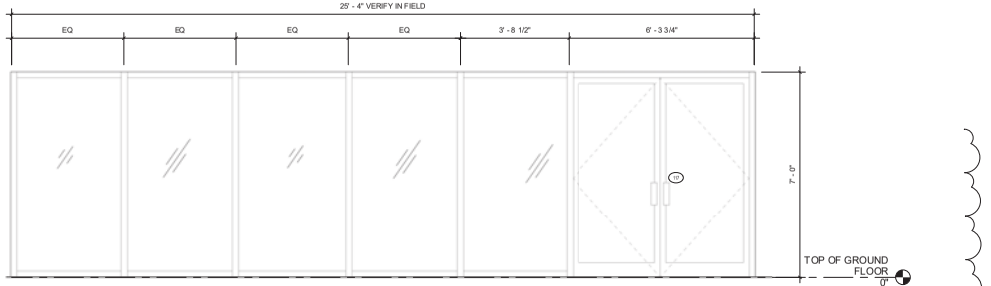
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2. "M.O." DENOTES MASONRY OPENING & ROUGH OPENING.
3. "F.S." DENOTES FRAME SIZE.
4. STANDARD SHIM TO BE 1x4(.75"x3.5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOOR/WINDOW OPENIGS PER TABLE 600>30' HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
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7. PROVIDE CONSTRUCTION CYLINDER AND REPLACE WITH FINAL CYLINDER SPECIFIED IN HARDWARE SET.
8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

STOREFRONT SCHEDULE

TYPE MARK	STOREFRONT	CW WIDTH	HEIGHT	FRAME MATL.	FRAME FINSH	GLAZING TYPE
	BARTLE		1' - 1 3/4"			
A.1	STOREFRONT A.1	4' - 5	7'0"	ALUMINUM	clear anodized	TEMP/INSULATED
A.2	STOREFRONT A.2	16' - 1"		ALUMINUM		TEMP/INSULATED
B	STOREFRONT B	27' - 8 7/8"		ALUMINUM		TEMP/INSULATED
D	STOREFRONT D	25' - 4"	7' - 0"	ALUMINUM		TEMP/INSULATED
E	STOREFRONT E	20' - 2"	7'0"	ALUMINUM		TEMP/INSULATED
F	STOREFRONT F	15' - 6"		ALUMINUM		TEMP/INSULATED
G	STOREFRONT G	29' - 10"		ALUMINUM		TEMP/INSULATED
H	STOREFRONT H	20' - 9"		ALUMINUM		TEMP/INSULATED
H.1	STOREFRONT H.1	7' - 6"		ALUMINUM		TEMP/INSULATED
I	STOREFRONT I	6' - 3/8"		ALUMINUM		TEMP/INSULATED
J	STOREFRONT J	8' - 10 3/4"		ALUMINUM		TEMP/INSULATED
K	STOREFRONT K	9' - 0 1/2"	6' - 0"	ALUMINUM		TEMP/INSULATED
L	STOREFRONT L	7' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
L.1	STOREFRONT L.1	24' - 0"	2' - 0"	ALUMINUM		TEMP/INSULATED
M	STOREFRONT M	8' - 0"	7'0"	ALUMINUM		TEMP/INSULATED
N	STOREFRONT N	29' - 9"		ALUMINUM		TEMP/INSULATED
O	STOREFRONT O	12' - 0"	6' - 3"	ALUMINUM		TEMP/INSULATED
P	STOREFRONT P	17' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
Q	STOREFRONT Q	7' - 4 1/2"		ALUMINUM		TEMP/INSULATED
Q.1	STOREFRONT Q.1	3' - 3"		ALUMINUM		TEMP/INSULATED
R	STOREFRONT R	16' - 11 3/8"		ALUMINUM		TEMP/INSULATED
S	STOREFRONT S	24' - 2"		ALUMINUM		TEMP/INSULATED
T	STOREFRONT T	30' - 0"		ALUMINUM		TEMP/INSULATED
U	STOREFRONT U	30' - 0"		ALUMINUM		TEMP/INSULATED
V	STOREFRONT V	16' - 0"		ALUMINUM		TEMP/INSULATED
W	STOREFRONT W	24' - 2"	1' - 10"	ALUMINUM		TEMP/INSULATED
X	STOREFRONT X	36' - 8"	1' - 10"	ALUMINUM	KYNAR	TEMP/INSULATED
X.1	STOREFRONT X.1	29' - 2"	1' - 10"	ALUMINUM	KYNAR	TEMP/INSULATED
Y	STOREFRONT Y	2'2" - 2"	1' - 10"	ALUMINUM	KYNAR	TEMP/INSULATED



D

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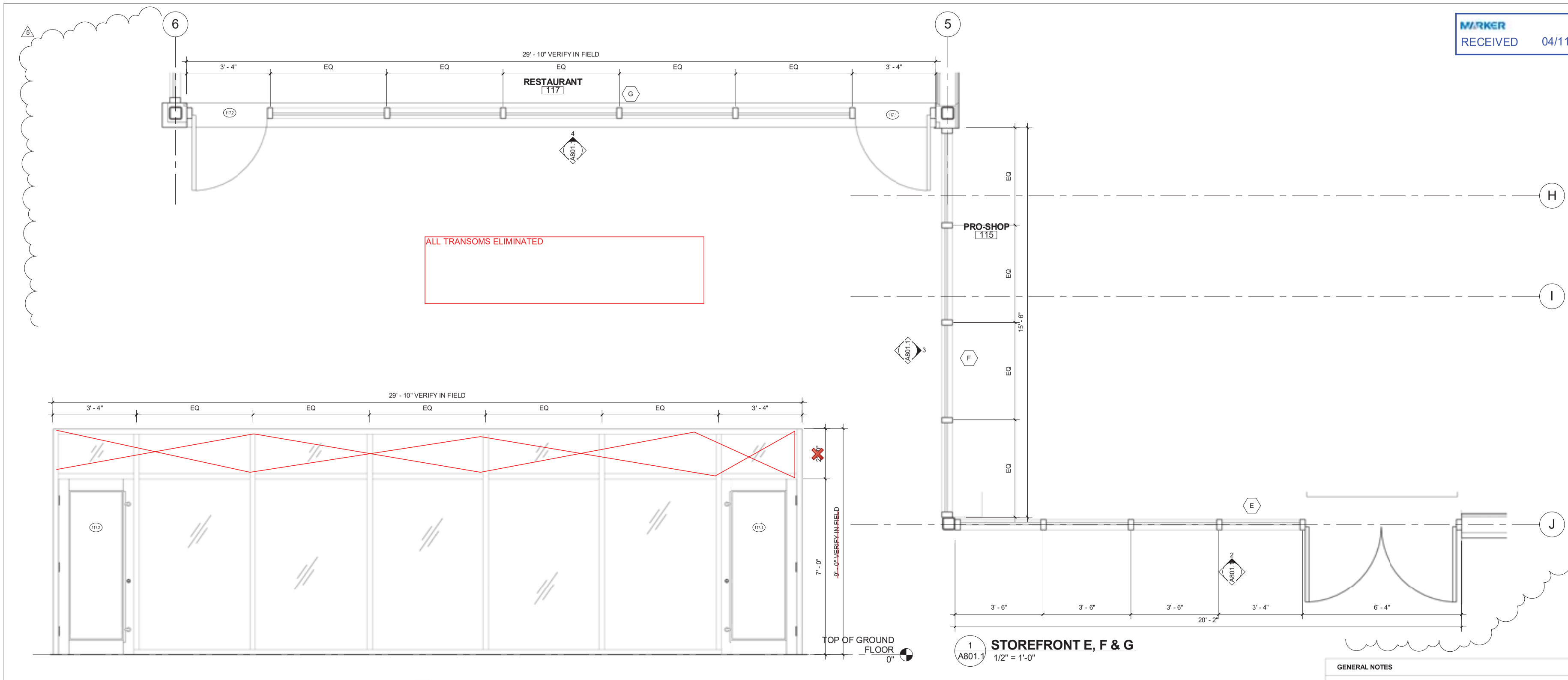
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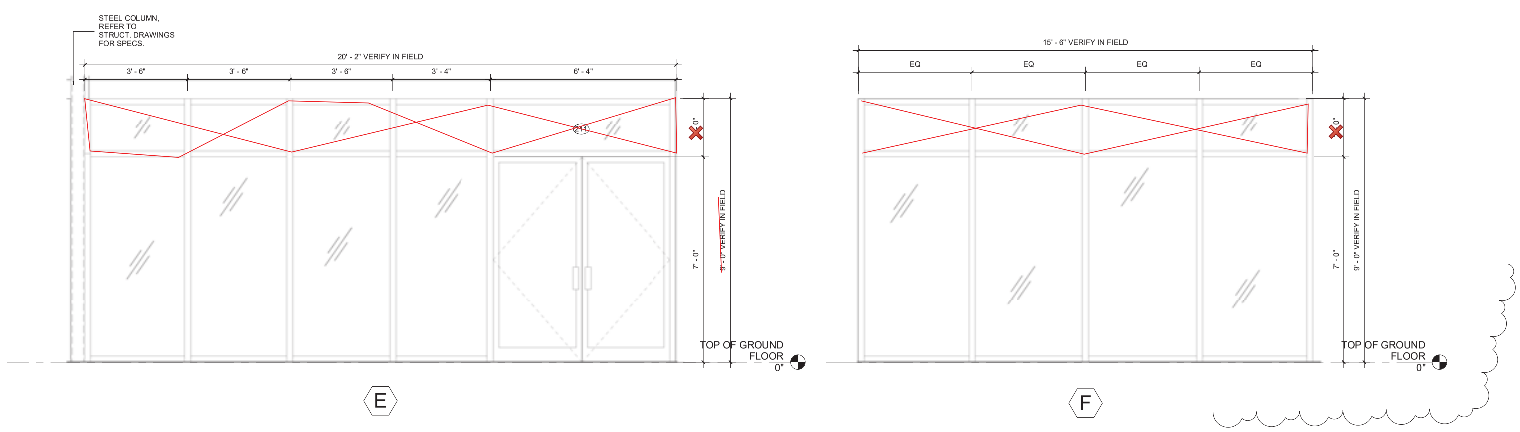
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ISSUE DATE	04/20/18
SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

SHEET NUMBER
A801



1 A801.1 **STOREFRONT E, F & G**
1/2" = 1'-0"



GENERAL NOTES

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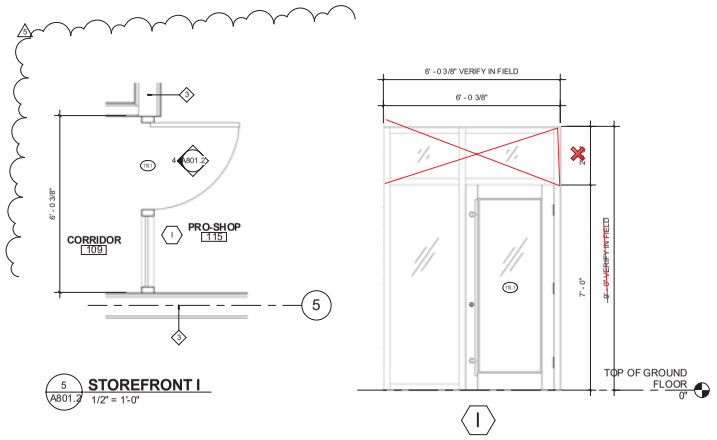
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PROJECT STATUS	PERMIT SET
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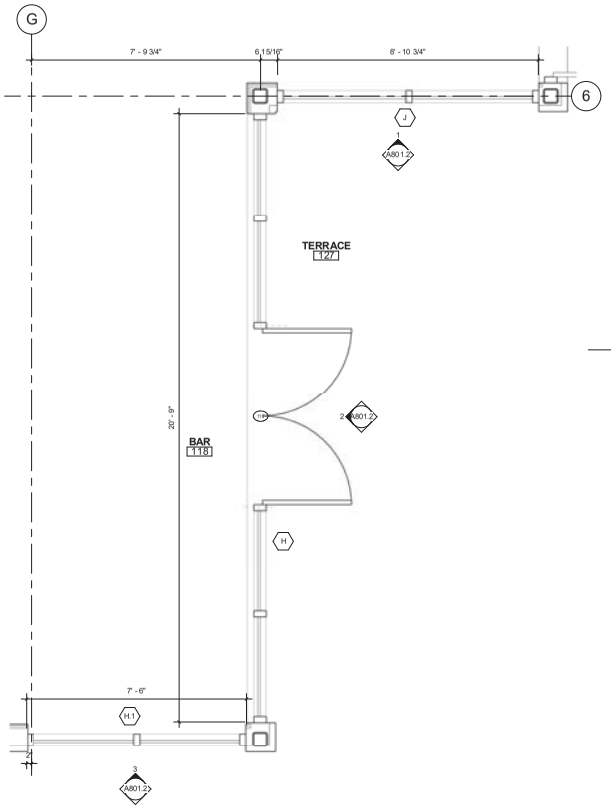


5 A801.2 **STOREFRONT I**
1/2" = 1'-0"

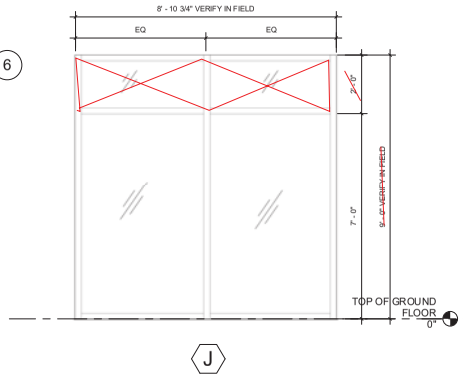
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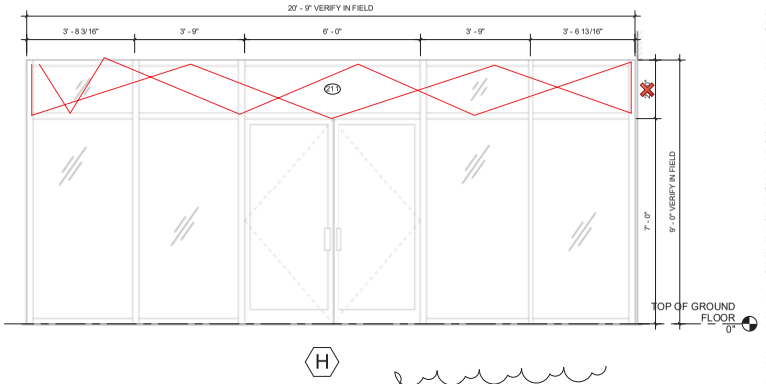
See comments on A/801



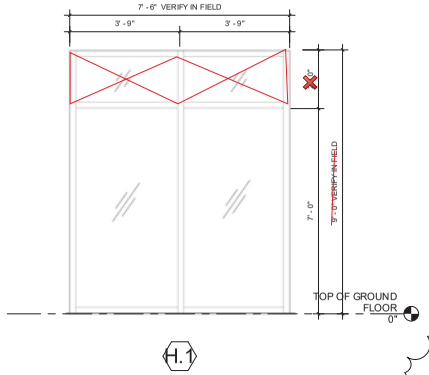
10 A801.2 **STOREFRONT H, H.1 & J**
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J



H



H.1

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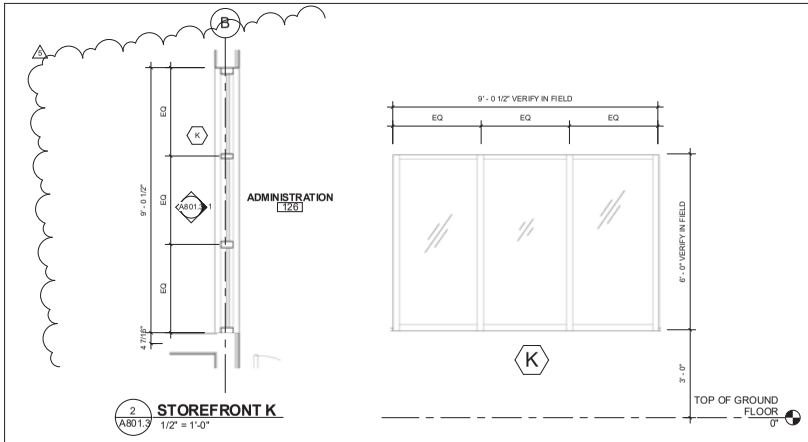
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ISSUE DATE	04/30/18
SCALE	As Indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

SHEET NUMBER
A801.2



2 A801.3 **STOREFRONT K**
1/2" = 1'-0"

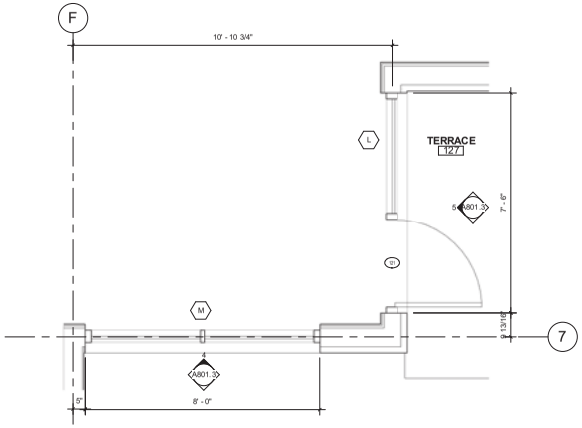
See comments on A801

GENERAL NOTES

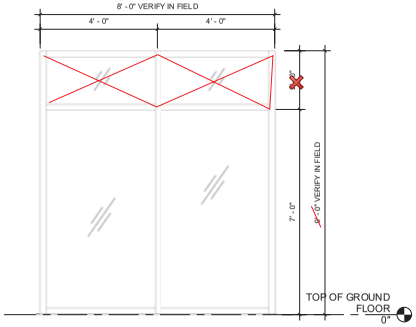
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6. PER 20 14 FLORIDA BUILDING CODE SEC. 24 10.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL
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8. G.C. TO REFER TO STRUCTURAL DRAWINGS FOR COMPONENT AND CLADDING WIND LOAD DESIGN PRESSURES.
9. PROVIDE CATEGORY II LAMINATED, INSULATED, SAFETY GLAZING FOR ALL EXTERIOR GLASS PER B2407.1.4.1
10. PROVIDE TEMPERED GLASS FOR ARE AS THAT MEET CRITERIA OF SECTION 2406.3 HAZARDOUS LOCATIONS OF THE 20 14 FLORIDA BUILDING CODE
11. PROVIDE DOOR STOPS AT ALL STOREFRONT DOOR LOCATIONS.
12. BALANCE OF HARDWARE BY DOOR MANUFACTURER, ASSEMBLY SHALL COMPLY WITH OR EXCEED MIAMI-DADE WIND LOAD AND IMPACT REQUIREMENTS AND THE MORE STRINGENT REQUIREMENTS OF THIS PROJECT AND THEY MUST HAVE DADE COUNTY N.O.A. DOOR MANUFACTURER, HARDWARE SUPPLIER AND THE SECURITY SUPPLIER MUST COORDINATE THEIR EFFORTS TO ENSURE PROPER FUNCTION OF THE OPENING. DOOR CLOSERS SHALL BE PROVIDED BY THE HARDWARE SUPPLIER. THE HARDWARE SUPPLIER SHALL PROVIDE THE PROPER TEMPLATES TO THE DOOR MANUFACTURER NO LATER THAN 2 WEEKS AFTER THE HARDWARE SUPPLIERS CONTRACT HAS BEEN AWARDED IN A TIMELY FASHION TO PREVENT DELAY IN THE PROPER PREPERATION AND MANUFACTURING OF THE DOOR.
13. PROVIDE POWER FOR CARD SWIPES. SEE DOOR SCHEDULE FOR LOCATIONS.
14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/SHOP DRAWINGS FOR REVIEW AND APPROVAL.
15. FIELD VERIFY ALL DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO FABRICATION

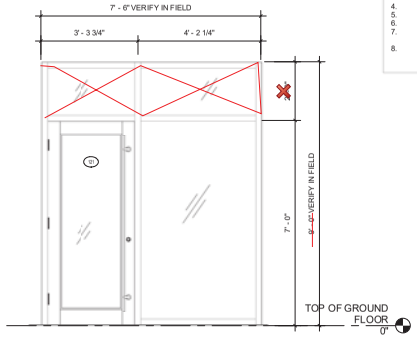
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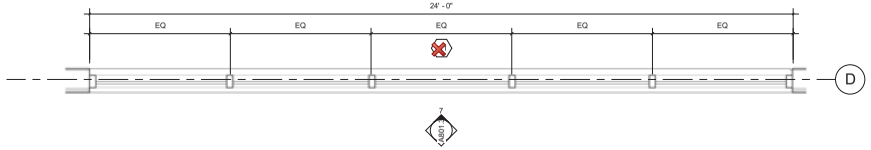
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4. WEATHER STRIPPING (3 SIDES)
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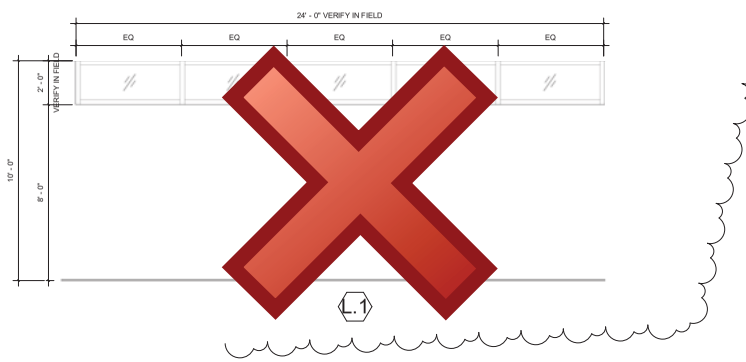


3 A801.3 **STOREFRONT L & M**
1/2" = 1'-0"









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No.	DESCRIPTION	DATE
5	RFI #52	3/13/2019

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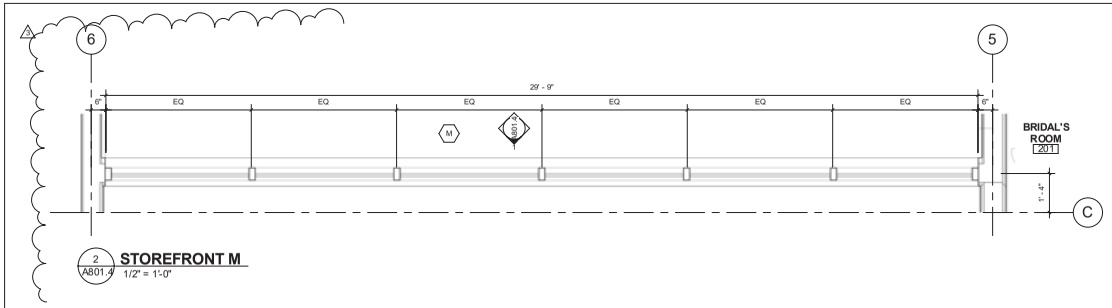
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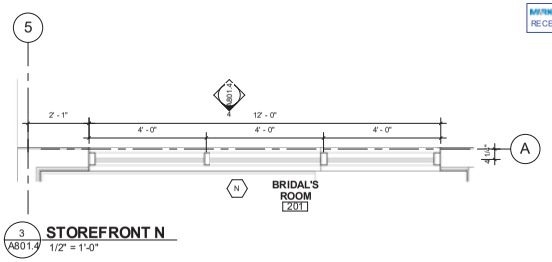
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EDIT DATE	4/11/2019 11:38:43 AM
ISSUE DATE	04/20/18
SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

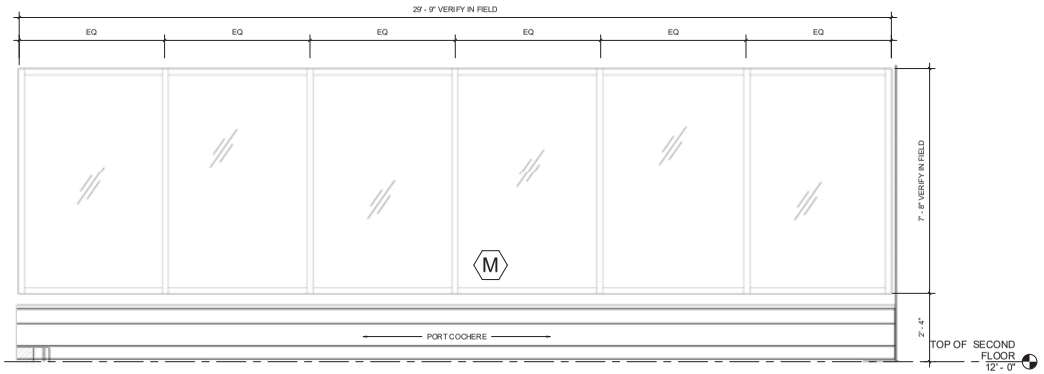
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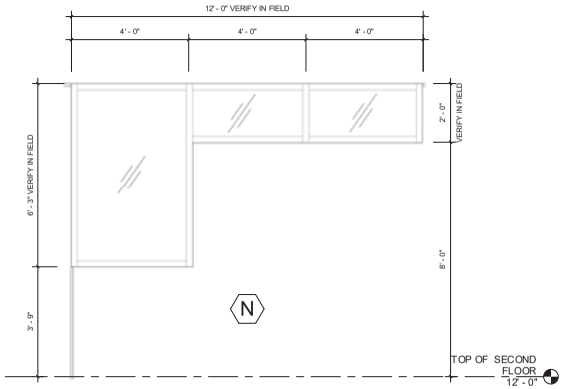


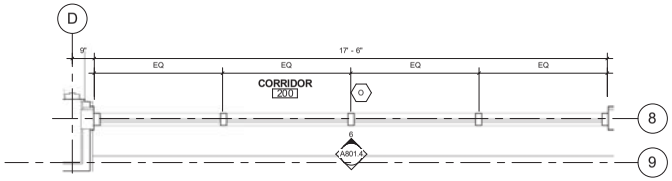
2 A801.4 **STOREFRONT M**
1/2" = 1'-0"

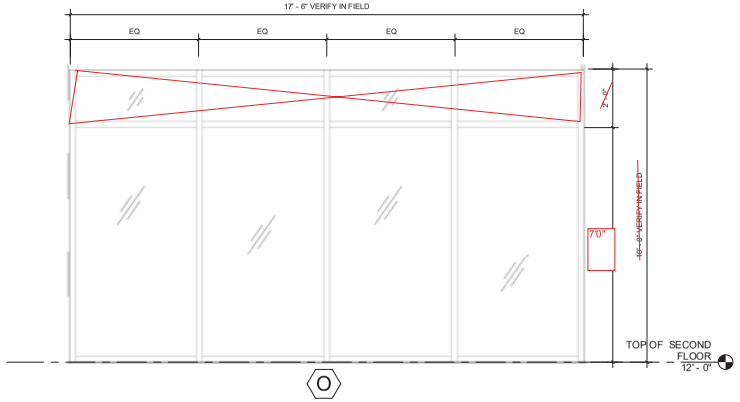


3 A801.4 **STOREFRONT N**
1/2" = 1'-0"









STOREFRONT SCHEDULE

TYPE MARK	STOREFRONT	CW WIDTH	HEIGHT	FRAME MATL.	FRAME FINSH	GLAZING TYPE
~~BAFFLE~~			1'-1 3/4"			
A.1	STOREFRONT A.1	4' - 5	7'0"	ALUMINUM	Clear Anodized	TEMP/INSULATED
A.2	STOREFRONT A.2	16' - 1"		ALUMINUM		TEMP/INSULATED
B	STOREFRONT B	27' - 8 7/8"		ALUMINUM		TEMP/INSULATED
C	STOREFRONT C	25' - 4"	7' - 0"	ALUMINUM		TEMP/INSULATED
D	STOREFRONT D	20' - 2"	7'0"	ALUMINUM		TEMP/INSULATED
E	STOREFRONT E	15' - 6"		ALUMINUM		TEMP/INSULATED
F	STOREFRONT F	29' - 10"		ALUMINUM		TEMP/INSULATED
G	STOREFRONT G	20' - 9"		ALUMINUM		TEMP/INSULATED
G.1	STOREFRONT G.1	7' - 6"		ALUMINUM		TEMP/INSULATED
H	STOREFRONT H	6' - 3/8"		ALUMINUM		TEMP/INSULATED
I	STOREFRONT I	8' - 10 3/4"		ALUMINUM		TEMP/INSULATED
J	STOREFRONT J	9' - 0 1/2"	6' - 0"	ALUMINUM		TEMP/INSULATED
K	STOREFRONT K	7' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
K.1	STOREFRONT K.1	24' - 0"	7' - 0"	ALUMINUM		TEMP/INSULATED
L	STOREFRONT L	8' - 0"	9' - 0"	ALUMINUM		TEMP/INSULATED
M	STOREFRONT M	29' - 9"	7' - 8"	ALUMINUM		TEMP/INSULATED
N	STOREFRONT N	12' - 0"	6' - 3"	ALUMINUM		TEMP/INSULATED
O	STOREFRONT O	17' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
P	STOREFRONT P	7' - 4 1/2"		ALUMINUM		TEMP/INSULATED
P.1	STOREFRONT P.1	3' - 5"		ALUMINUM		TEMP/INSULATED
Q	STOREFRONT Q	15' - 11 5/8"		ALUMINUM		TEMP/INSULATED
R	STOREFRONT R	24' - 2"		ALUMINUM		TEMP/INSULATED
S	STOREFRONT S	30' - 0"		ALUMINUM		TEMP/INSULATED
T	STOREFRONT T	30' - 0"		ALUMINUM		TEMP/INSULATED
U	STOREFRONT U	16' - 0"		ALUMINUM		TEMP/INSULATED
~~V~~	~~STOREFRONT V~~	24' - 2"	1' - 10"	ALUMINUM		~~TEMP/INSULATED~~
W	STOREFRONT W	30' - 0"	1' - 10"	ALUMINUM		TEMP/INSULATED
W.1	STOREFRONT W.1	30' - 0"	1' - 10"	ALUMINUM		TEMP/INSULATED
~~X~~	~~STOREFRONT X~~	22' - 2"	1' - 10"	ALUMINUM		~~TEMP/INSULATED~~
Y	STOREFRONT Y	6' - 3/8"	7'0"	ALUMINUM		TEMP/INSULATED

GENERAL NOTES

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MUNGER
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No.	DESCRIPTION	DATE
3	RFI Revisions	02/18/2019

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AD1 GLOBAL - CITY OF TAMARAC

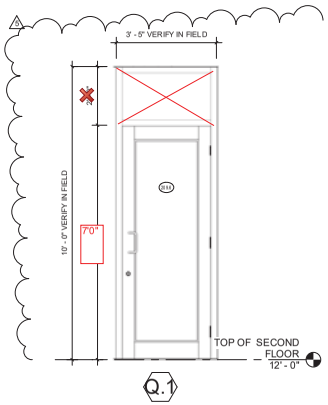
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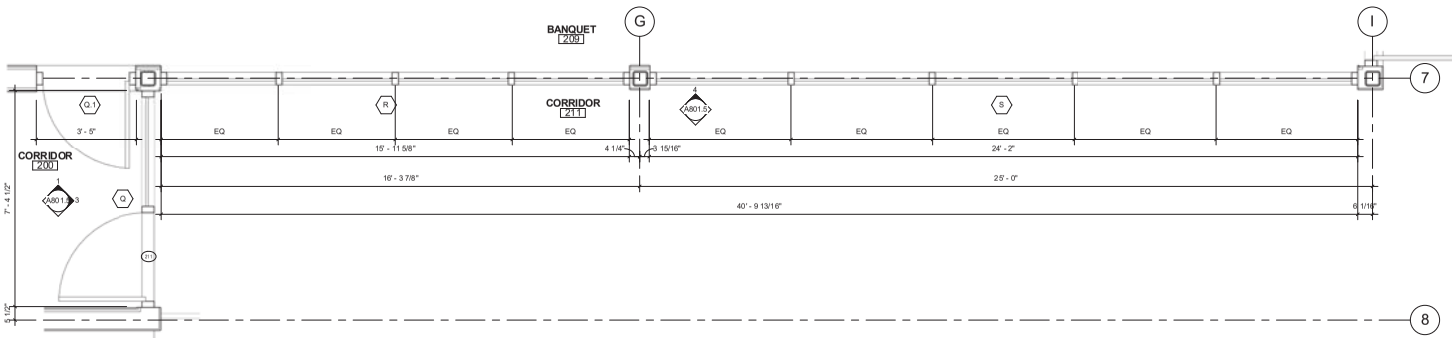
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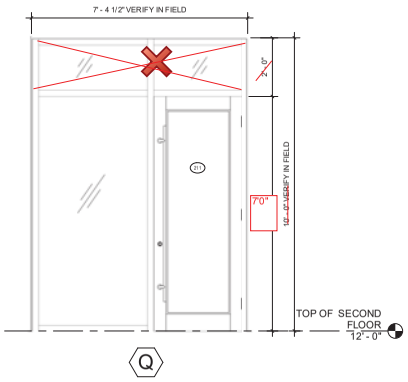
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ISSUE DATE	04/20/18
SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.4

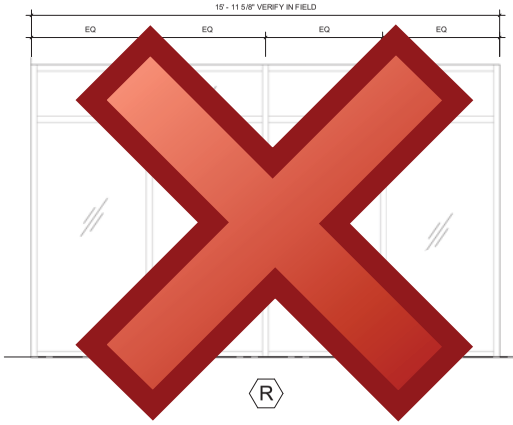
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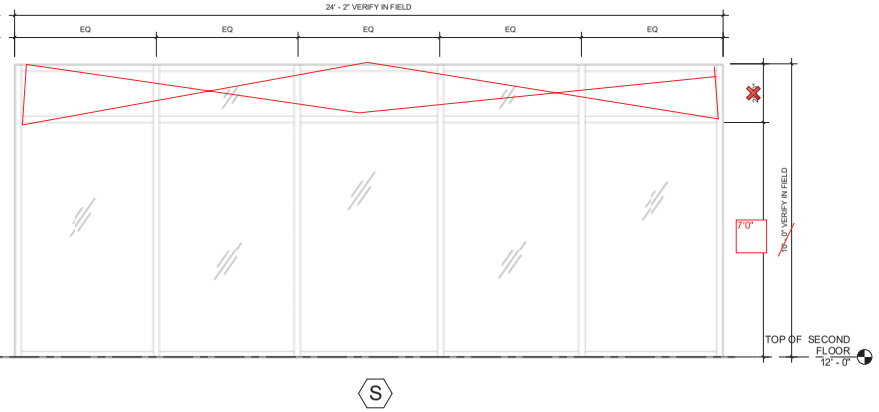




2 A801.5 **STOREFRONT Q, R & S**
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1 See comments on A801

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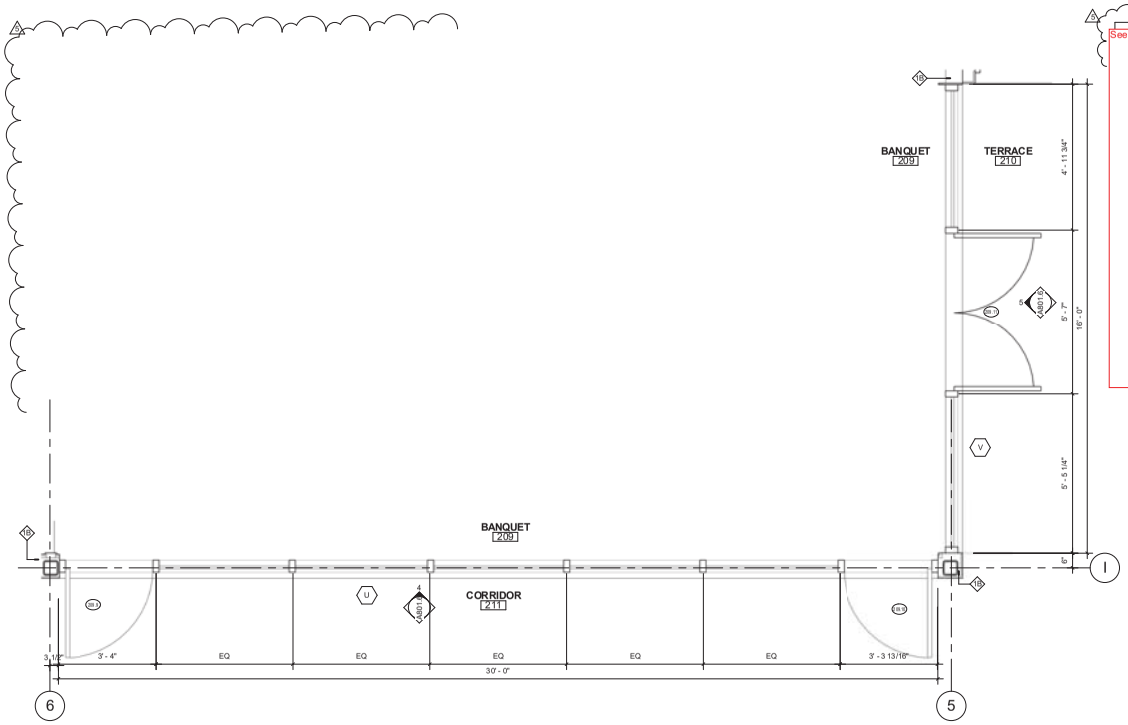
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17 16 of 36 bl 7 1616 th st -b-
ELECTRONICAL SIGNATURE SERIAL NUMBER

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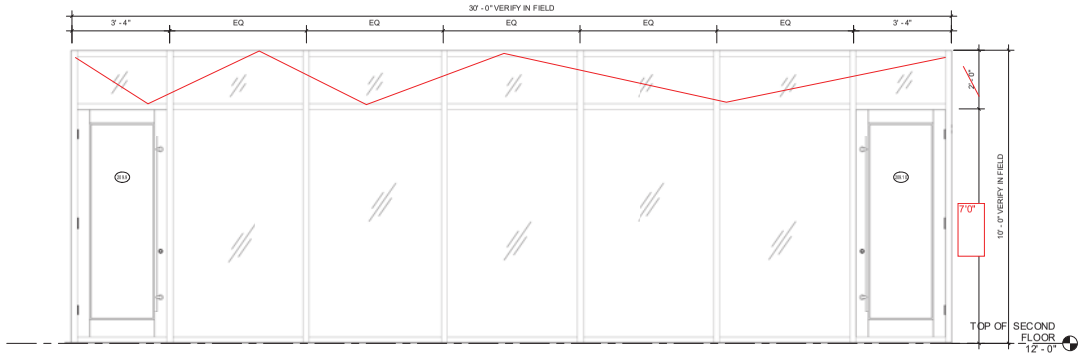
3 A801.6 **STOREFRONT U & V**
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GENERAL NOTES

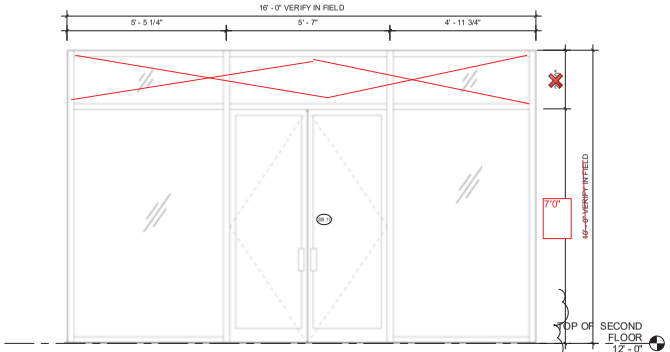
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12. BALANCE OF HARDWARE BY DOOR MANUFACTURER, ASSEMBLY SHALL COMPLY WITH OR EXCEED MIAMI-DADE WIND LOAD AND IMPACT REQUIREMENTS AND THE MORE STRINGENT REQUIREMENTS OF THIS PROJECT AND THEY MUST HAVE DADE COUNTY N.O.A. DOOR MANUFACTURER, HARDWARE SUPPLIER AND THE SECURITY SUPPLIER MUST COORDINATE THEIR EFFORTS TO ENSURE PROPER FUNCTION OF THE OPENING. DOOR CLOSERS SHALL BE PROVIDED BY THE HARDWARE SUPPLIER. THE HARDWARE SUPPLIER SHALL PROVIDE THE PROPER TEMPLATES TO THE DOOR MANUFACTURER NO LATER THAN 2 WEEKS AFTER THE HARDWARE SUPPLIER'S CONTRACT HAS BEEN AWARDED IN A TIMELY FASHION TO PREVENT DELAY IN THE PROPER PREPERATION AND MANUFACTURING OF THE DOOR.
13. PROVIDE POWER FOR CARD SWIPES. SEE DOOR SCHEDULE FOR LOCATIONS.
14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/SHOP DRAWINGS FOR REVIEW AND APPROVAL.
15. FIELD VERIFY ALL DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO FABRICATION

STOREFRONT ENTRY DOOR HARDWARE SHALL BE SUPPLIED WITH DOORS AS FOLLOWS, UNLESS INDICATED OTHERWISE:

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2. PUSH/PULL, STYLE "CO-12" BY KAWNEER, OR APPROVED SUBSTITUTION BY OTHER LISTED MANUFACTURER, NO. 26 FINISH.
3. CLOSERS, SURFACE MOUNTED TYPE, LCN 4041-CUSH, COVER TO BE COLOR TO MATCH DOOR STAT.
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8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET



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5	RFI #52	3/13/2019

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CLUBHOUSE
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AD1 GLOBAL - CITY OF TAMARAC

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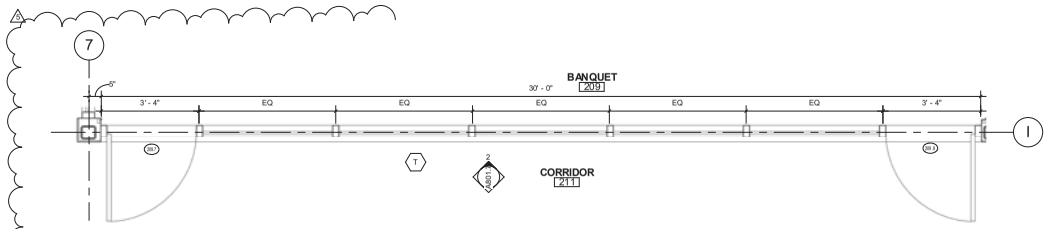
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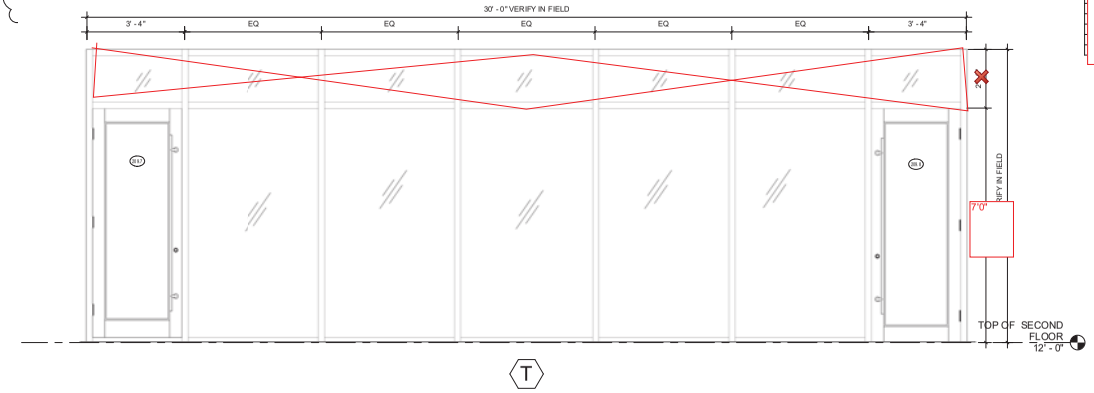
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SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

SHEET NUMBER
A801.6



1 A801.7 **STOREFRONT T**
1/2" = 1'-0"



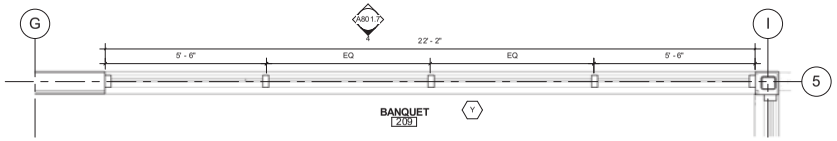
See schedule on A801 comments

GENERAL NOTES

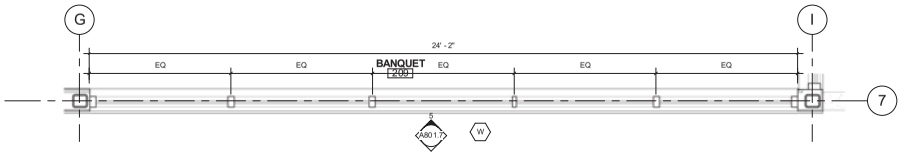
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3. "F.S." DENOTES FRAME SIZE.
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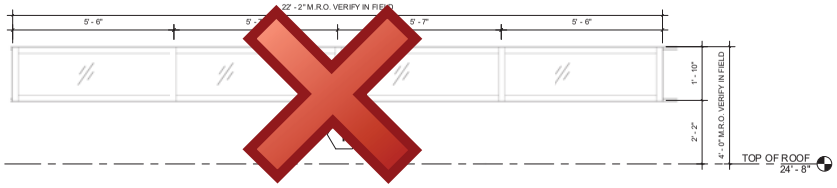
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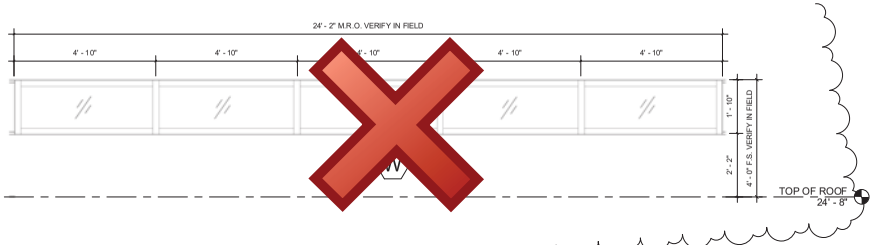


3 A801.7 **STOREFRONT Y**
1/2" = 1'-0"



6 A801.7 **STOREFRONT W**
1/2" = 1'-0"





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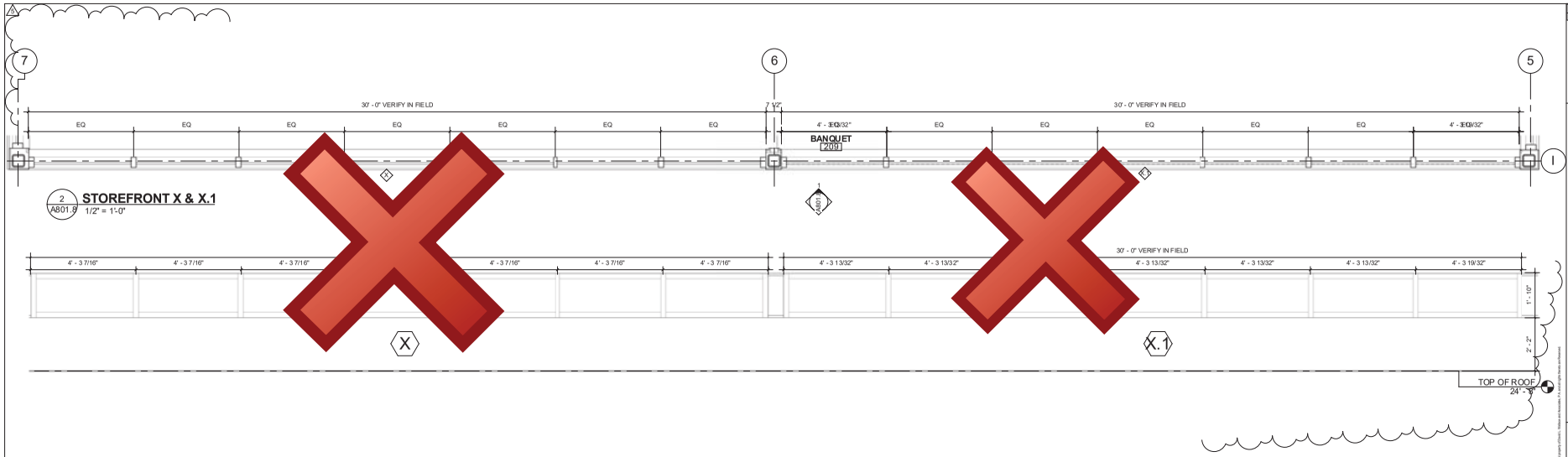
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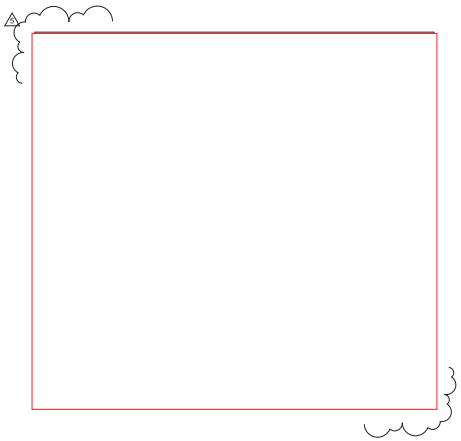
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JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.7



2 / A801.8 **STOREFRONT X & X.1**
1/2" = 1'-0"



GENERAL NOTES

1. PROVIDE LARGE IMPACT WINDOWS WHERE THERE IS A DROP OF MORE THAN 4'-0" ON THE FAR SIDE OF SUCH WINDOWS AND THE SILL IS LESS THAN 36" ABOVE THE NEAR SIDE WALKING SURFACE TO ACT AS A SAFEGUEARD TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN.
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PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.8

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2019 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, ACCEPTING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE CHANGE ORDERS NUMBERS ONE (1) THROUGH FIVE (5) TO THE ASSIGNED CONSTRUCTION AGREEMENT WITH THE MARKER GROUP, LLC THEREBY INCREASING THE CONTRACT BY ONE MILLION FORTY-ONE THOUSAND NINE HUNDRED THREE DOLLARS ($1,041,903) TO NINE MILLION TWO HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY-SEVEN DOLLARS ($9,235,757); AUTHORIZING THE CITY MANAGER TO APPROVE NON-MONETARY AMENDMENTS TO THE CONSTRUCTION CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE LINE ITEM CHANGE ORDERS WITHIN THE APPROVED BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac approved a Settlement and Release Agreement with AD 1 Management, Inc. (AD 1) on May 8, 2019, a copy of which is on file with the Clerk's office, providing for the termination of the Construction Agreement, as amended, between the City of Tamarac and AD 1 Management, Inc. that was approved on April 12, 2017; and

WHEREAS, the City Commission of the City of Tamarac approved Resolution R-2019-35, attached hereto as Exhibit "1", authorizing the Assignment of Construction Agreement between AD 1 Tamarac Hotels, LLC and The Marker Group, LLC to the City of Tamarac; and

WHEREAS, included in the Settlement and Release Agreement were several potential change orders included in Change Orders One (1) through Four (4) totaling Two Hundred Nine Thousand Nine Hundred Forty-Five Dollars ($209,945) attached hereto as Exhibit "2" that were approved by AD 1 and acknowledged by the City but not included yet as a part of The Marker Group Contract; and

WHEREAS, City staff and the Marker Group have negotiated additional changes to the Assigned Construction Contract included in Change Order Number Five (5) in the amount of Eight Hundred Thirty-One Thousand Nine Hundred Fifty-Eight Dollars ($831,958) attached hereto as Exhibit “3”; and

WHEREAS, the Marker Group, LLC has agreed to accept Change Orders One (1) through Five (5) totaling One Million Forty-One Thousand Nine Hundred Three Dollars ($1,041,903) increasing the Construction Contract to Nine Million Two Hundred Thirty-Five Thousand Seven Hundred Fifty-Seven Dollars ($9,235,757); and

WHEREAS, Change Orders One (1) through Five (5) do not increase the total project budget of Eleven Million One Hundred Twenty-Eight Two Hundred Eighty-One ($11,128,281); and

WHEREAS, the Directors of Financial Services and Public Services recommend that the City Commission accept Change Orders One (1) through Five (5) and authorize the appropriate City Officials to execute the Change Orders as appropriate; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and authorize the appropriate City Officials to execute Change Orders One (1) through Five (5), as appropriate, increasing the Construction Contract with The Marker Group, LLC by One Million Forty-One Thousand Nine Hundred Three Dollars ($1,041,903) to Nine Million Two Hundred Thirty-Five Thousand Seven Hundred Fifty-Seven Dollars ($9,235,757), copies of Change Orders One (1) through Four (4) are included herein as Exhibit “2” and Change Order Number Five (5) is included herein as Exhibit “3” (attached hereto, incorporated herein, and made a specific part thereof).

“The remainder of this page is intentionally left blank”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: It is hereby found and determined that the acceptance of and authorization to execute Change Orders One (1) through Five (5), as appropriate, increasing the Construction Contract with The Marker Group, LLC by One Million Forty-One Thousand Nine Hundred Three Dollars ($1,041,903) to Nine Million Two Hundred Thirty-Five Thousand Seven Hundred Fifty-Seven Dollars ($9,235,757), is in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The City Commission hereby accepts and authorizes the appropriate City officials to execute Change Orders One (1) through Five (5), as appropriate, Change Orders One (1) through Four (4) and Change Order Number Five (5), both of which are included herein as Exhibit "2" and Exhibit "3", respectively.

SECTION 4: The City Manager is hereby authorized to amend the Construction Contract, from time to time, but only for minor non-monetary changes or modifications consistent with the tenor of the original approval by this City Commission.

SECTION 5: The City Manager or his designee is hereby authorized to approve line item Change Orders within the approved budget and close the contract, which includes but is not limited to making final payment and release bonds per Section 6-149 of the City Code when work has been successfully completed within the terms, conditions, and pricing of the Contract.

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2019.

_____
MICHELLE J. GOMEZ, MAYOR

ATTEST:

_____
PATRICIA A. TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	_____
DIST 1: COMM. BOLTON	_____
DIST 2: COMM. GELIN	_____
DIST 3: COMM. FISHMAN	_____
DIST 4: V/M PLACKO	_____

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

_____
SAMUEL S. GOREN,
CITY ATTORNEY

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2019 - 35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THAT CERTAIN ASSIGNMENT OF CONSTRUCTION AGREEMENT BY AND BETWEEN AD 1 TAMARAC HOTELS, LLC, THE MARKER GROUP, LLC AND THE CITY OF TAMARAC, FOR THE ACCEPTANCE OF THE ASSIGNMENT OF THE CONSTRUCTION CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE NON-MONETARY AMENDMENTS TO THE CONSTRUCTION CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE LINE ITEM CHANGE ORDERS WITH THE APPROVED BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac approved a Settlement and Release Agreement with AD 1 Management, Inc. (AD 1) on May 8, 2019, a copy of which is attached as **Exhibit "1"**, providing for the termination of the Construction Agreement, as amended, between the City of Tamarac and AD 1 Management, Inc. that was approved on April 12, 2017; and

WHEREAS, included in the Settlement and Release Agreement is a section providing for the assignment and assumption of the Marker Agreement between AD1 Management, Inc. and The Marker Group, LLC; and

WHEREAS, the Assignment of Construction Agreement, attached as **"Attachment 1"** hereto, pertains to that certain: (i) Standard Form of Agreement Between Owner and Contractor (AIA Document A102 - 2017), made as of the 23rd day of May in the year 2018 **Exhibit "2"** (the "**Clubhouse Standard Form Agreement**"), by and between AD 1 Tamarac and The Marker Group, LLC, a Florida limited liability company ("**Marker**"), and (ii) General Conditions of Contract for Construction (AIA Document A201 - 2017) **Exhibit "3"**,by and between AD 1 and Marker ancillary to the Standard Form Agreement (the "**Clubhouse General Conditions**" and the Standard Form Agreement, as amended, modified and assigned by the Marker Assignment, the

"**Marker Clubhouse Agreement**"); and

WHEREAS, AD1 Management, Inc. and the Marker Group, LLC are agreeable to an assignment and assumption of the Marker Clubhouse Agreement; and

WHEREAS, the Directors of Financial Services and Public Services recommend that the appropriate City Officials execute the Assignment of Construction Agreement, and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the execution of the Assignment of Construction Agreement by and between the City of Tamarac, AD1 Management Inc. and The Marker Group, LLC providing for the City of Tamarac's Acceptance of the Marker Clubhouse Agreement, copy of said Assignment of Construction Agreement is included herein as Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: It is hereby found and determined that the authorization to execute the Assignment of Construction Agreement by and between the City of Tamarac, AD1 Management, Inc. and The Marker Group, LLC, is in the best interest of the City of Tamarac and the residents and businesses located within the described area.

SECTION 3: The appropriate City officials are hereby authorized to execute the Assignment of Construction Agreement by and between the City of Tamarac, AD1 Management, Inc. and The Marker Group, LLC, a copy of said Agreement is attached hereto as Exhibit "1".

SECTION 4: The City Manager is hereby authorized to amend the Construction Contract, from time to time, but only for minor non-monetary changes or modifications consistent with the tenor of the original approval by this City Commission.

SECTION 5: The City Manager or his designee is hereby authorized to approve line item Change Orders within the approved budget and close the contract, which includes but is not limited to making final payment and release bonds per Section 6-149 of the City Code when work has been successfully completed within the terms, conditions, and pricing of the Contract.

SECTION 6: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

"The remainder of this page is intentionally left blank"

PASSED, ADOPTED AND APPROVED this 8 day of May, 2019.

MICHELLE J. GOMEZ, MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	yes
DIST 1: COMM. BOLTON	yes
DIST 2: COMM. GELIN	yes
DIST 3: COMM. FISHMAN	yes
DIST 4: V/M PLACKO	yes

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

SAMUEL S. GOREN, 5/6/19
CITY ATTORNEY

ASSIGNMENT OF CONSTRUCTION AGREEMENT

THIS ASSIGNMENT, dated this 8th day of May 2019, by and between:

AD1 TAMARAC HOTELS, LLC, a Florida limited liability company, authorized to do business in the State of Florida, with a post office address of 1955 Harrison Street, Suite 200, Hollywood, FL 33020, hereinafter referred to as "Assignor".

and

THE CITY OF TAMARAC, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter referred to as "Assignee",

and

THE MARKER GROUP, LLC, a Florida limited liability company, authorized to do business in the State of Florida, with a business address of: 226 Southeast 12th Ave, Fort Lauderdale, FL 33301, hereinafter referred to as "Contractor".

W I T N E S S E T H

WHEREAS, on May 23, 2018, Assignor entered into a Construction Agreement with The Marker Group, LLC (the "Contractor"), for the construction of a country club and cart barn at Colony West Golf Club located on 6800 NW 88th Avenue, Tamarac, Florida 33321 (hereinafter the "Agreement"), a copy of the Agreement is attached hereto as Exhibit "A"; and,

WHEREAS, Assignor desires to assign its interest and rights in the Agreement to Assignee; and,

WHEREAS, pursuant to Section 13.2.1 of the General Conditions of the Agreement, the Contractor must consent to the assignment of the Assignor's interests in the existing Agreement; and,

NOW THEREFORE, in consideration of the covenants, conditions and agreements contained in the above referenced documents and for the sum of TEN AND NO/100 ($10.00) DOLLARS and other lawful consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Effective as of the date on which each of Assignor, Assignee and Contractor

shall have executed this Assignment, Assignor hereby assigns all of its interest, rights and obligation in the Agreement identified as Exhibit "A" to the Assignee.

SECTION 3. Assignee hereby unconditionally accepts the assignment, conveyance and transfer by Assignor of all of Assignor's rights, title and interest in and to the Agreement and hereby assumes the obligations of Assignor as required by and in accordance with the terms of the Agreement.

SECTION 4. Assignee and Contractor agree that the Guaranteed Maximum Price as set forth in Exhibit "A" is to be renegotiated due to the delay, more than sixty (60) days from May 25, 2018, in the project pursuant to the Qualifications and Assumptions in Exhibit "F", paragraph 50, to the Contract. Further, the Commencement of the Work as set forth in Section 4.1 shall be suspended until such time as the Guaranteed Maximum Price is mutually agreed upon and work begins on the Colony West Clubhouse.

SECTION 5. The Contractor consents to the assignment of Assignor's interests in the existing Agreement identified as Exhibit "A" to Assignee.

SECTION 6. This Assignment shall be governed by the laws of the State of Florida.

[*Signature pages follow.*]

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7th day of May, 2019.

NOTARY PUBLIC

Gisela Levy

(Name of Notary Typed, Printed or Stamped)

Notary Public State of Florida
Gisela Levy
My Commission FF 232550
Expires 05/19/2019

ATTEST:

PAT TEUFEL,
CITY CLERK

ASSIGNEE:
CITY OF TAMARAC

BY: _____
MICHAEL C. CERNECH
CITY MANAGER

APPROVED AS TO FORM

CITY ATTORNEY

The undersigned Contractor hereby consents to the Assignment of Construction Contract.

CONTRACTOR:

THE MARKER GROUP, LLC

WITNESSES

PILAR DE LA ROSA

Print Name

Print Name

BY: _____

Print Name: Margaret Hogan Marker

Title: President

STATE OF _____)

) ss:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **THE MARKER GROUP, LLC,** an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **THE MARKER GROUP, LLC,** for the use and purposes mentioned in it and affixed the official seal of the limited liability company, and that the instrument is the act and deed of that limited liability company.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of May, 2019.

Erica McCalla
COMMISSION #GG091690
EXPIRES: April 9, 2021
Bonded Thru Aaron Notary

NOTARY PUBLIC

Erica McCalla

(Name of Notary Typed, Printed or Stamped)

ATTEST:

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

PAT TEUFEL,
CITY CLERK

ASSIGNEE:
CITY OF TAMARAC

BY:
MICHAEL C. CERNECH
CITY MANAGER

APPROVED AS TO FORM

5/6/19
CITY ATTORNEY

Ex 2

AIA® Document A102™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 23rd day of May in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
ADI Tamarac Hotels, LLC
Alex Fridzon
1955 Harrison Street, Suite 200
Hollywood, Florida 33020

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

The Marker Group, llc
d/b/a Marker Construction Group
226 SE 12th Avenue
Fort Lauderdale, Florida 33301
CGC 058557

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

Country Club & Cart Barn at Colony West Golf Club
6800 NW 88th Avenue
Tamarac, Florida 33321
New two (2) story golf clubhouse and (1) story pre-engineered cart barn

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

DLW Architect
David Wallace
2020 NE 163rd St
North Miami Beach, Florida 33162

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.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 RELATIONSHIP OF THE PARTIES

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

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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 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

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

The Date of Commencement of the Work will be ten (10) business days after receipt by Contractor of the latest of the following:
1) Signed & sealed executed prime Contract between Owner and Contractor.
2) Proof of financing from lending institution.
3) Original copy of "Builder's Risk" and/or "All Risk" Insurance policy naming Contractor as additional insured.
4) Original copy of recorded Broward County Notice of Commencement by Owner.
5) A project mobilization fee in the amount of one hundred thousand dollars ($ 100,000.00) will be due prior to mobilization. (Will be billed against the general conditions as a stand alone invoice.
6) Issuance of main building permit. Each subsequent pay requisition will be billed in equal payments for the balance left on that line item per the Contract duration. (Mm)
If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than 18 months or (548) calendar days from the date of commencement of the Work .Cart Barn - 5 1/2 months / Country Club Structure - 12 1/2 months and shall be supported by approved critical path contract schedule.

Contract Time / Substantial Completion. The Work, as defined in the Contract Documents, shall be substantially completed, as defined herein, in accordance with the time frames set forth in the approved Progress Schedule, excluding Inclement Weather Delays, ~~Holidays~~, Inspection Delays (not re-inspections), and Named Storm Down Time (as defined below) (MM)

Substantial Completion shall include, without limitation, the issuance of one of the following: a) a "Temporary" Certificate of Occupancy, or similar, b) a "Final" Certificate of Occupancy, or c) a Certificate of Completion issued by the governing authority, whichever comes first.
Contractor shall prepare for Architect review and Owner acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Contractor shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of Construction.

Should the construction duration exceed past the mutually agreed upon critical path Contract Schedule for reasons beyond the Contractor's control, the Contractor should be entitled to General Conditions prorated daily per the stipulated amount.
In"Inclement Weather Delays" shall mean delays (excluding named storm down time) when Contractor, in its reasonable discretion and in accordance with the general construction standards in the Southeast Florida region, cannot perform the Work due to rainfall or inclement weather, or ongoing saturation from a prior weather event prevent works on the immediate following day.

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"Named Storm Down Time" shall mean time during which Contractor, in its reasonable discretion an in accordance with general construction standards in the Southeast Florida region, cannot reasonably perform the work due to a named storm ("Named Storm") which is the subject of a watch or warning, and/or the project lies within the forecasted impact zone of such storm. The days which a) the Named Storm occurs, b) Work cannot reasonable performed by the Contractor due to Named Storm and its aftermath, and c) Contractor is preparing for Named Storm in conformance with governmental and local requirements, or industry standards.

"Inspection Delays" shall mean delays arising from governmental or owner third party inspections (excluding re-inspections), which inspections prevent Contractor from proceeding with any and all Work. Such requests must also be documented by a screen shot of the online proof after inspection has been call in.

"Holidays" shall mean bank holidays and all municipality based closed days recognized in the South Florida region.

Contractor shall makes best efforts, in good faith, to make up for and/or mitigate the effect of the delays.

The Owner and/or Owner's Agent shall prepare a written punch list within fifteen (15) calendar days of Substantial Completion.

The Contractor shall not be responsible for any delays in service or contract schedule caused by utility companies such as, but not limited to, gas, electric, water, cable television, and communications, and shall be entitled to additional daily General Conditions if a time delay is incurred through no fault of the Contractor. Contractor and Owner shall cooperate and coordinate with Owner to cause such utilities to be set up at the project as quickly and efficiently as possible.

§ 4.3.2 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

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

The Contractor's lump sum Fee shall be equal to six percent (6 %) of the Cost of the Work or ($ 460,330,00) four hundred sixty thousand, three hundred thirty dollars. The Contractor's Lump Sum General Conditions is ($ 455,332.00) four hundred fifty five thousand, three hundred thirty two dollars. The combined 1) Fee and 2) General Conditions ,shall be payable in eighteen (18) equal monthly payments of fifty thousand, eight hundred and seventy one dollars ($ 50,871.00), without retainage, starting the first month of construction or upon mobilization.

The 3) Lump Sum Insurance of ($ 77,941.00) seventy seven thousand, nine hundred forty one dollars, and 4) Lump Sum Bond Costs of ($ 61,357.00) sixty one thousand, three hundred fifty seven dollars, shall be billed in full upon contract execution or a minimum of thirty (30) days prior to mobilization and shall not be subject to retainage.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

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The Contractor shall be entitled to ten percent (10%) fee in addition to the Cost of the Work for all approved changes to the GMP, additional Bond and Insurance costs as per Article 7.6.1, and additional daily General Conditions per calender day of ($ 2,701.00) two thousand, seven hundred and one dollars (if additional time is required for the change) for all approved changes in the work, nor will the Contractor's fee, insurance , or bonds, be reduced for reductions in the scope or GMP value.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed One hundred percent (100 %) of the standard rental rate paid at the place of the Project.

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

Item	Units and Limitations	Price Per Unit ($0.00)

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to Substantially Complete the Work within fifteen (15) days after the agreed upon date of Substantial Completion set forth in this Agreement (as adjusted by written change order), the the Contractor agrees to pay the Owner, as liquidated damages, the sum of $ 1,000.00 per work day until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the Damages that the Owner will sustain from the Contractors failure to timely complete the work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as penalty). The foregoing liquidated damages shall be in lieu of all monetary remedies that the Owner shall have in the event of the Contractor's delay in completing the Project. Notwithstanding the foregoing, in no event shall the total liquidated damages exceed an amount in excess of fifty (50%) of Contractors total fee.

§ 5.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Early Completion Bonus: If the Contractor Substantially complete the work more than fifteen (15) days prior to the scheduled dates of Substantial Completion, Contractor shall receive an "Early Completion Bonus" in the amount of $1,000 per calendar day for each day completion is achieved in excess of fifteen (15) days, not to exceed $30,000

§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Eight million one hundred ninety three thousand, eight hundred fifty two dollars ($ 8,193,852.00), subject to additions and deductions by Change Order 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.

Upon Final Completion of the Work, if the Cost of the Work, plus the Contractor's Lump Sum Fees (a) Contractor Fee, (b) General Conditions, (c) Insurance, & (d) Bonds) are less than the Guaranteed Maximum Prince (GMP), as adjusted in accordance with this Agreement, then the difference shall be considered "Savings". The "Savings" shall be allocated as follows: a) sixty percent (60%) to Owner, and b) forty percent (40%) to Contractor. Owner shall recognize contractor's share of Savings as additional compensation via change order at Final Completion of the Work and after all other payments are made in Final Payment to close the Project. All "Savings" will be placed into

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a "Contingency" line item to be used at the sole discretion of the Contractor for any purpose other than additions to General Conditions, Fees, Bonds, & Insurance Costs.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

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

Item	Price
Clubhouse curved stairs	$ 100,000.00
Site Lighting -Clubhouse & Cart Barn	$ 155,000.00

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

see attached Exhibit 'F' - Qualifications & Assumptions

This GMP is based on construction starting per the attached Exhibit 'D' - Project Schedule, and concurrent construction of the Fairfield Inn Hotel under separate contract with shared General Conditions and utilities that feed the buildings. Pricing is based on "shared" mobilization.

§ 5.2.5

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. 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 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of

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Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

A list of the same are attached hereto as 'Exhibit E', personnel included in the Contractor's Lump Sum General Conditions when stated at the site and personnel in the main or branch offices of the Contractor who perform activities directly related to the Project, including Contractor's project management staff and safety engineer at the main office when engaged in the performance of the Work under this Contract and usual vacation pay, incentive bonuses, profit sharing made by the Contractor to its superintendents, foreman, and managers on the Project with all such sums being included with the Lump Sump General Conditions in the GMP.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract,including Builder's Risk if to be provided by the Contractor, Contractor's General Liability Insurance, and the Contractors Bond pursuant to Florida Statute 713.245 which Contractor if required to purchase and maintain and/or Contractor requires. Such Contractor Bonds and Insurance shall be included as a lump sum line item in the cost of the work.

§ 7.6.1.1

§ 7.6.1.2

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document

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A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 All Costs of document reproductions and delivery chargesshall be provided by Owner or billed separately as a reimbursable item.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;

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.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3

.4 Overhead and general expenses, except as may be expressly included in Article 7;

.5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Article 7; and

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

If the Owner does elect to solicit their own Vendors/Suppliers, only with the approval of the Contractor, then 1) the Contractor shall be entitled to ten percent (10%) fee on the value of the item, as well any additional daily General Conditions as associated with additional time required (if any) with the trade/supplier, 2) Owner will furnish all adequate proposals, bills of sale, or invoices to the Contractor, 3) the Vendor and/or Supplier must provide adequate insurances naming Contractor and its Subcontractors as additionally insured as a condition to working on site, and 4) attend a project specific safety orientation. Any delays caused by Owner's Vendors/Suppliers shall be subject to additional stipulated daily General Conditions, Bond, and Insurance costs.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

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ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

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

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty fifth (25th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

Contractor has the right after seven (7) days written notice to Owner, to stop work if payment has not been made. Additionally, if the Owner fails to make payments for a period of thirty (30) days, the Contractor may, upon seven (7) additional days written notice to Owner, terminate the Contract and recover from Owner payment as set forth in this agreement.

All payments made to Contractor shall be by electronic wire per 'Exhibit H' wiring instructions.

§ 12.1.4 With each Application for Payment, the Contractor shall submit , receipted invoices or invoices , and industry standard evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 12.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

1) General Conditions
2) Contractor Fee
3) Insurances
4) Bonds

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

10% Retainage shall be withheld from progress payments to individual Subcontractor trades up to fifty percent (50%) completion of that trade. 5% Retainage will be held from that point going forward pending Owner approval.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 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 Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

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§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

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.)

Prime plus 2 %

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[

THIS AGREEMENT SHALL BE INTERPRETED UNDER, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. (WITHOUT GIVING EFFECT TO FLORIDA'S PRINCIPLES OF CONFLICTS OF LAW). In the event a matter is in dispute and/or submitted to the Architect conditions that either

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the Owner or the Contractor disagrees with the non-binding decision of the architect, the Owner and Contractor agree as a condition precedent to further dispute resolution proceedings to mediate their dispute.

All litigation and arbitration proceedings, as the case maybe, shall be held in Broward County, Florida and the parties waive all other venues. The Contractor and Owner herby irrevocably submits to this exclusive jurisdiction of any Florida or Federal Court sitting in Broward County.

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 by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 15.2 The Owner's representative:
(Name, address, email address and other information)

Gilberto Sanchez
AD1 Global
1955 Harrison Street
Hollywood, Florida 33020
(954) 593-8252 office

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

Robert S. Fish , Vice President- Commercial Group
Samantha Vincenty , Project Executive
226 SE 12th Avenue
Fort Lauderdale, Florida 33301
Rfish@markerfl.com,
Svincenty@markerfl.com

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

§ 15.5 Insurance and Bonds
§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given 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.)

§ 15.7 Other provisions:

Notwithstanding Article 1, in the event of a conflict between any of the Contract Documents, the Contract Documents shall have the following order of priority:
1st Exhibit 'F' written Qualifications & Assumptions
3rd Change Orders and/or Change Directives
4th Exhibit 'B' Schedule of Values
5th this Agreement
6th Exhibit 'A' Insurance and Bonds provisions
7th Exhibit 'C' Drawing Log
8th Exhibit 'D' Project Schedule
9th all other Contract Documents, including exhibits hereto (unless otherwise prioritized above).

Should the Owner or Agents choose to employ any representative of Contractor, the Contractor shall be compensated an amount equal to three (3) times that employees overall annual salary.

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User Notes:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
see attached Exhibit 'C' Drawing Log		

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

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

Exhibit A Insurances
Exhibit 'B' Schedule of Values
Exhibit 'C' Drawing Log
Exhibit 'D' Project Schedule
Exhibit 'E' 2018 Staff Rates
Exhibit 'F' Qualifications & Assumptions
Exhibit 'G' Wiring Instructions

[ ] 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

.9 Other documents, if any, listed below:

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User Notes: (3B9ADA22)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	CONTRACTOR *(Signature)*
Alex Fridzon	W. Grey Marker II President
(Printed name and title)	*(Printed name and title)*

Init.

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User Notes:

(3B9ADA22)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL ADDRESS: kdunn@BGSAgency.com
INSURED THEMA2 The Marker Group, LLC d/b/a Marker Construction Group 226 SE 12th Ave Fort Lauderdale FL 33301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure Partners Insurance Company — 11050 INSURER B : Amerisure Insurance Co. — 19488 INSURER C : Kinsale Insurance Company — 38920 INSURER D : — INSURER E : — INSURER F : —

COVERAGES CERTIFICATE NUMBER: 603241150 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y	Y	GL20703740801	6/20/2017	6/20/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	CA20703730705	6/20/2017	6/20/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		01000528020	6/20/2017	6/20/2018	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC20703750701	6/20/2017	6/20/2018	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.
General Liability: Additional Insured /Primary & Non-Contributory / On-Going and Completed Operations, as required by written contract, per CG7048 1015.
Waiver of Subrogation as required by written contract, per CG7049 1109.
30 Days Notice of Cancellation other than non-payment of premium per Form IL 70 74 0116

Auto Liability: Additional Insured / Waiver of Subrogation as required by written contract, per CA7171 0508.

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313.
See Attached...

CERTIFICATE HOLDER	CANCELLATION
ADI Tamarac Hotels, LLC 1955 Harrison St., Suite 200 Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: THEMA2

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bateman Gordon and Sands	The Marker Group, LLC d/b/a Marker Construction Group 226 SE 12th Ave Fort Lauderdale FL 33301
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Liability: Extends coverage to underlying General Liability, (excludes the general liability per project aggregate), Auto Liability and Workers Compensation coverages.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

Project - 2nd project Golf Cart and Club House

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MARKER

BUILD BETTER.

Exhibit 'B'

Schedule of Values Clubhouse and Cart Barn

01 10 00	Management	455,332
01 56 26	Temp Fences & Gates	15,355
01 71 23	Surveying (Building) Initial Layout/Horizo	15,750
01 74 13	Street Maintenance and Cleaning	4,463
02 03 41	Demolition	115,500
03 00 00	Structural Concrete	1,129,454
03 00 01	Additional Hoisting	2,100
04 20 00	Masonry Building Package (Stone Mason	51,659
05 10 00	Structural Steel	199,893
05 50 00	Misc. Metals	469,741
06 10 00	Rough Carpentry	36,750
06 40 00	Cabinetry and millwork	73,500
07 50 00	Roofing	133,770
07 10 00	Caulking/Waterproofing	21,633
08 10 00	Doors/Frames/Hardware & Installation	93,697
08 40 00	Storefront	385,423
09 20 00	Drywall and Framing Package	244,737
09 51 00	ACT Ceilings	5,985
09 54 00	Wood Ceilings	52,500
09 24 00	Stucco	460,152
09 60 00	Flooring	214,744
09 90 00	Painting	75,348
10 44 00	Fire Extinguishers and Cabinets	1,096
10 22 33	Operable Partitions	53,102
14 20 00	Elevators	65,919
21 10 00	Fire Protection	63,686
22 00 00	Plumbing	308,448
23 00 00	H.V.A.C.	430,960
26 00 00	Basic Electrical	576,387
27 53 19	BDA System	45,180
26 56 00	Site Lighting Allowance	155,000
31 00 00	Main Site Civil Work	235,775
32 12 16	Asphalt	436,566
32 14 13	Pavers	60,191
32 16 00	Site Concrete	202,290
32 90 00	Landscape and Irrigation	329,077
33 00 00	Underground Utilities	373,063
50 50 00	Insurance	77,941
50 50 50	Bond	61,357
60 60 00	Contractor Fee	460,330
	TOTAL	8,193,853

MARKER

BUILD BETTER

Exhibit 'B' Drawing Log

Description	Category	Dwg. No.	Rev	Date
CLUBHOUSE				
COVER	ARCHITECTURAL	A000		12/21/2017
		GN1		9/29/2017
PROJECT DATA	ARCHITECTURAL	A001		12/21/2017
PROJECT DATA	ARCHITECTURAL	A001.1		12/21/2017
AREA INCREASE DUE TO FRONTAGE AND FIRE SPRINKLER	ARCHITECTURAL	A001.2		12/21/2017
CIVIL DEMOLITION PLAN		DM1		9/29/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A002		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A003		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A004		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A005		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A006		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A007		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A008		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A009		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A010		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A011		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A012		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A013		12/21/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A014		12/21/2017
FIRST FLOOR LIFE SAFETY PLAN	ARCHITECTURAL	A020		12/21/2017
SECOND FLOOR LIFE SAFETY	ARCHITECTURAL	A021		12/21/2017
MASTER SITE PLAN	ARCHITECTURAL	A040		12/21/2017
SITE DETAILS	ARCHITECTURAL	A041		12/21/2017
SITE DETAILS	ARCHITECTURAL	A042		12/21/2017
SITE DETAILS	ARCHITECTURAL	A043		12/21/2017
PORT COCHERE	ARCHITECTURAL	A044		12/21/2017
DETAILS PORTE COCHERE	ARCHITECTURAL	A045		12/21/2017
FIRST FLOOR OVERALL PLAN	ARCHITECTURAL	A100		12/21/2017
SECOND FLOOR OVERALL PLAN	ARCHITECTURAL	A101		12/21/2017
ROOF FLOOR OVERALL PLAN	ARCHITECTURAL	A102		12/21/2017
ROOF AND BANQUET ROOF FLOOR OVERALL PLAN	ARCHITECTURAL	A103		12/21/2017
TRUSS DETAILS	ARCHITECTURAL	A104		12/21/2017
1ST FLOOR PARTIAL 1 FLOOR PLAN	ARCHITECTURAL	A110		12/21/2017
1ST FLOOR PARTIAL 2 FLOOR PLAN	ARCHITECTURAL	A111		12/21/2017
1ST FLOOR PARTIAL 3 FLOOR PLAN	ARCHITECTURAL	A112		12/21/2017
2ND FLOOR PARTIAL 1 FLOOR PLAN	ARCHITECTURAL	A113		12/21/2017
2ND FLOOR PARTIAL 2 FLOOR PLAN	ARCHITECTURAL	A114		12/21/2017
2ND FLOOR PARTIAL 3 FLOOR PLAN	ARCHITECTURAL	A115		12/21/2017
ROOF FLOOR PARTIAL 1 FLOOR PLAN	ARCHITECTURAL	A116		12/21/2017
ROOF & BANQUET FLOOR PARTIAL 1 FLOOR PLAN	ARCHITECTURAL	A117		12/21/2017
ROOF & BANQUET FLOOR PARTIAL 2 FLOOR PLAN	ARCHITECTURAL	A118		12/21/2017
ROOF & BANQUET FLOOR PARTIAL 3 FLOOR PLAN	ARCHITECTURAL	A119		12/21/2017
1ST FLOOR OVERALL RCP PLAN	ARCHITECTURAL	A150		12/21/2017
2ND FLOOR OVERALL RCP PLAN	ARCHITECTURAL	A151		12/21/2017
1ST FLOOR PARTIAL 1 RCP PLAN	ARCHITECTURAL	A152		12/21/2017
1ST FLOOR PARTIAL 2 RCP PLAN	ARCHITECTURAL	A153		12/21/2017
1ST FLOOR PARTIAL 3 RCP PLAN	ARCHITECTURAL	A154		12/21/2017
2ND FLOOR PARTIAL 1 RCP PLAN	ARCHITECTURAL	A155		12/21/2017
2ND FLOOR PARTIAL 2 RCP PLAN	ARCHITECTURAL	A156		12/21/2017
2ND FLOOR PARTIAL 3 RCP PLAN	ARCHITECTURAL	A157		12/21/2017
LIGHTING FIXTURE & CEILING LEGEND	ARCHITECTURAL	A158		12/21/2017
BUILDING ELEVATIONS	ARCHITECTURAL	A200		12/21/2017
BUILDING ELEVATIONS	ARCHITECTURAL	A201		12/21/2017
ENLARGED ELEVATIONS	ARCHITECTURAL	A202		12/21/2017
ENLARGED ELEVATIONS	ARCHITECTURAL	A203		12/21/2017
ELEVATIONS WIND PRESSURE	ARCHITECTURAL	A204		12/21/2017
ELEVATIONS WIND PRESSURE	ARCHITECTURAL	A205		12/21/2017
ENLARGED RESTROOMS & LOCKERS / SHOWERS	ARCHITECTURAL	A300		1/24/2018
ENLARGED RESTROOMS & LOCKERS / SHOWERS	ARCHITECTURAL	A301		1/24/2018
ENLARGED RESTROOMS @ RESTAURANT	ARCHITECTURAL	A302		1/24/2018
ENLARGED RESTROOMS @ BANQUET ROOM	ARCHITECTURAL	A303		1/24/2018
ENLARGED BATHROOM @ BRIDAL ROOM	ARCHITECTURAL	A304		1/24/2018
BUILDING SECTIONS	ARCHITECTURAL	A400		12/21/2017
BUILDING SECTIONS	ARCHITECTURAL	A401		12/21/2017
BUILDING SECTIONS	ARCHITECTURAL	A402		12/21/2017
BUILDING SECTIONS	ARCHITECTURAL	A403		12/21/2017

(tan) 4

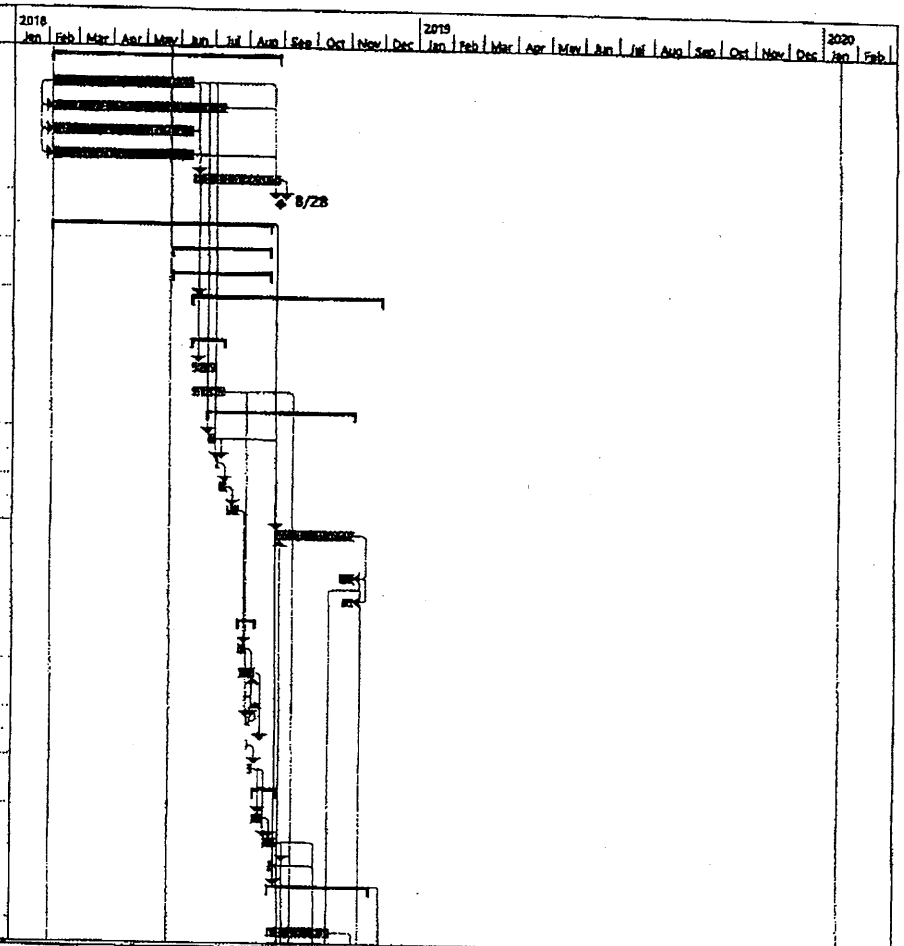
STAIRS 1 ENLARGED AND SECTIONS	ARCHITECTURAL	A430	12/21/2017
STAIRS 2 ENLARGED	ARCHITECTURAL	A431	12/21/2017
STAIR SECTION 2	ARCHITECTURAL	A432	12/21/2017
STAIRS ENLARGED - DETAILS	ARCHITECTURAL	A433	12/21/2017
STAIR DETAILS	ARCHITECTURAL	A434	12/21/2017
ELEVATOR ENLARGED	ARCHITECTURAL	A435	12/21/2017
DUMBWAITER ENLARGED	ARCHITECTURAL	A436	12/21/2017
WALL SECTIONS	ARCHITECTURAL	A500	12/21/2017
WALL SECTIONS	ARCHITECTURAL	A501	12/21/2017
WALL SECTIONS	ARCHITECTURAL	A502	12/21/2017
ROOF DETAILS	ARCHITECTURAL	A600	12/21/2017
PARAPET & FLOOR DETAILS	ARCHITECTURAL	A601	12/21/2017
CONSTRUCTION DETAILS	ARCHITECTURAL	A604	12/21/2017
DOOR DETAILS	ARCHITECTURAL	A605	12/21/2017
DOOR DETAILS	ARCHITECTURAL	A606	12/21/2017
DRYVIT SYSTEM - MANUFACTURER'S DETAILS	ARCHITECTURAL	A650	12/21/2017
DRYVIT SYSTEM - MANUFACTURER'S DETAILS	ARCHITECTURAL	A651	12/21/2017
DRYVIT SYSTEM - MANUFACTURER'S DETAILS	ARCHITECTURAL	A652	12/21/2017
DRYVIT SYSTEM - MANUFACTURER'S DETAILS	ARCHITECTURAL	A653	12/21/2017
DRYVIT SYSTEM - MANUFACTURER'S DETAILS	ARCHITECTURAL	A654	12/21/2017
WALL TYPES	ARCHITECTURAL	A700	12/21/2017
WALL TYPES	ARCHITECTURAL	A701	12/21/2017
THROUGH PENETRATIONS - WALLS & PARTITIONS	ARCHITECTURAL	A750	12/21/2017
THROUGH PENETRATIONS - WALLS & PARTITIONS	ARCHITECTURAL	A751	12/21/2017
THROUGH PENETRATIONS - HORIZONTAL ASSEMBLIES	ARCHITECTURAL	A752	12/21/2017
THROUGH PENETRATIONS - HORIZONTAL ASSEMBLIES	ARCHITECTURAL	A753	12/21/2017
DOOR SCHEDULE	ARCHITECTURAL	A800	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.1	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.2	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.3	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.4	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.5	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.6	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.7	12/21/2017
STOREFRONT DETAILS	ARCHITECTURAL	A801.8	12/21/2017
WINDOW SCHEDULE	ARCHITECTURAL	A803	12/21/2017
FLOOR PLANS - OPENINGS TAGS	ARCHITECTURAL	A805	12/21/2017
ELECTRICAL SYMBOLS AND GENERAL NOTES	ELECTRICAL	E001	NO DATE
ELECTRICAL SYMBOLS AND GENERAL NOTES	ELECTRICAL	E002	NO DATE
ELECTRICAL FIRST FLOOR POWER PLAN	ELECTRICAL	E101	NO DATE
ELECTRICAL SECOND FLOOR POWER PLAN	ELECTRICAL	E102	NO DATE
ELECTRICAL ROOF PLAN	ELECTRICAL	E103	NO DATE
ELECTRICAL FIRST FLOOR LIGHTING PLAN	ELECTRICAL	E201	NO DATE
ELECTRICAL SECOND FLOOR LIGHTING PLAN	ELECTRICAL	E202	NO DATE
TELEPHONE, DATA AND TV RISER DIAGRAM	ELECTRICAL	E309	NO DATE
ELECTRICAL DETAILS	ELECTRICAL	E401	NO DATE
ELECTRICAL DETAILS	ELECTRICAL	E402	NO DATE
ELECTRICAL POWER RISER DIAGRAM	ELECTRICAL	E501	NO DATE
ELECTRICAL PANEL SCHEDULES	ELECTRICAL	E601	NO DATE
ELECTRICAL PANEL SCHEDULES	ELECTRICAL	E602	NO DATE
ELECTRICAL PART PLANS	ELECTRICAL	E701	NO DATE
FIRE ALARM SYMBOL LIST AND GENERAL NOTES	FIRE ALARM	FA-001	NO DATE
FIRE ALARM FIRST FLOOR PLAN	FIRE ALARM	FA-101	NO DATE
FIRE ALARM SECOND FLOOR PLAN	FIRE ALARM	FA-102	NO DATE
FIRE ALARM ROOF PLAN	FIRE ALARM	FA-103	NO DATE
FIRE ALARM RISER DIAGRAM	FIRE ALARM	FA-501	NO DATE
FIRE PROTECTION	FIRE PROTECTION	FP-1	5/15/2017
FIRST FLOOR OVERALL PLAN	FIRE PROTECTION	FP-2	5/15/2017
SECOND FLOOR OVERALL PLAN	FIRE PROTECTION	FP-3	5/15/2017
FIRE PROTECTION DETAILS	FIRE PROTECTION	FP-4	5/15/2017
MECHANICAL SYMBOLS, NOTES & ABBREVIATIONS	MECHANICAL	M001	NO DATE
MECHANICAL FIRST FLOOR PLAN	MECHANICAL	M101	NO DATE
MECHANICAL SECOND FLOOR PLAN	MECHANICAL	M102	NO DATE
MECHANICAL ROOF PLAN	MECHANICAL	M103	NO DATE
MECHANICAL DETAILS 1	MECHANICAL	M201	NO DATE
MECHANICAL DETAILS 2	MECHANICAL	M202	NO DATE
MECHANICAL SCHEDULE	MECHANICAL	M301	NO DATE
PLUMBING INDEX	PLUMBING	P000	5/15/2017
	PLUMBING	P101	5/15/2017
	PLUMBING	P102	5/15/2017
	PLUMBING	P103	5/15/2017
FIRST FLOOR PLUMBING PLAN	PLUMBING	P106	NOT INCLUDED
SECOND FLOOR SANITARY PLAN	PLUMBING	P107	NOT INCLUDED
	PLUMBING	P400	5/15/2017



	PLUMBING	P401	5/15/2017
	PLUMBING	P402	5/15/2017
	PLUMBING	P403	5/15/2017
DOMESTIC WATER ISOMETRIC	PLUMBING	P500	5/15/2017
PLUMBING DETAIL	PLUMBING	P501	5/15/2017
	PLUMBING	PD1	11/22/2017
	PLUMBING	PD2	11/22/2017
	PLUMBING	PD3	9/29/2017
	PLUMBING	PD4	9/29/2017
	PLUMBING	PD5	9/29/2017
	PLUMBING	PD6	9/29/2017
	PLUMBING	PD7	9/29/2017
	PLUMBING	PD8	9/29/2017
	PLUMBING	PMS1	9/29/2017
	PLUMBING	PMS2	9/29/2017
STRUCTURAL NOTES & DETAILS	STRUCTURAL	S001	5/15/2017
STRUCTURAL DETAILS	STRUCTURAL	S002	5/15/2017
OVERALL FOUNDATION PLAN	STRUCTURAL	S100	7/14/2017
PROPOSED 2ND LEVEL FRAMING PLAN	STRUCTURAL	S101	5/15/2017
PROPOSED ROOF FRAMING PLAN	STRUCTURAL	S102	5/15/2017
PROPOSED UPPER ROOF FRAMING PLAN	STRUCTURAL	S103	5/15/2017
WEST & SOUTH ELEVATION	STRUCTURAL	S200	6/1/2017
NORTH & EAST ELEVATION	STRUCTURAL	S201	6/1/2017
LONGITUDINAL A & B	STRUCTURAL	S400	6/1/2017
LONGITUDINAL C & TRANSVERSAL A	STRUCTURAL	S401	6/1/2017
TRANSVERSAL B & C	STRUCTURAL	S402	7/14/2017
STAIRS 1 ENLARGED AND SECTIONS	STRUCTURAL	S430	7/14/2017
STAIRS 2 ENLARGED AND SECTIONS	STRUCTURAL	S431	7/14/2017
ELEVATOR & DUMBWAITER ENLARGED	STRUCTURAL	S432	7/14/2017
	ID DRAWINGS	ID101	1/25/2018
	ID DRAWINGS	ID102	1/25/2018
	ID DRAWINGS	ID103	1/25/2018
	ID DRAWINGS	ID104	1/25/2018
	ID DRAWINGS	ID301	1/25/2018
	ID DRAWINGS	ID302	1/25/2018
	ID DRAWINGS	ID303	1/25/2018
	ID DRAWINGS	ID401	1/25/2018
	ID DRAWINGS	ID402	1/25/2018
GOLF CART STORAGE			
COVER	ARCHITECTURAL	A000	1/5/2018
		GN101	9/29/2017
		DMT	9/29/2017
PROJECT DATA	ARCHITECTURAL	A001	1/5/2018
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A002	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A003	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A004	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A005	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A006	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A007	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A008	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A009	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A010	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A011	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A012	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A013	8/25/2017
ACCESSIBILITY GUIDELINES	ARCHITECTURAL	A014	8/25/2017
FIRST FLOOR LIFE SAFETY PLAN	ARCHITECTURAL	A020	8/15/2017
MASTER PLAN	ARCHITECTURAL	A040	10/17/2017
SITE PHOTOMETRIC PLAN	ARCHITECTURAL	A040.0	NOT INCLUDED
ENLARGED SITE PLAN GOLF CART STORAGE	ARCHITECTURAL	A040.1	1/5/2018
PHASING PLAN 1	ARCHITECTURAL	A41	NOT INCLUDED
SITE DETAILS	ARCHITECTURAL	A042	1/5/2018
SITE DETAILS	ARCHITECTURAL	A043	1/5/2018
OVERALL 1ST FLOOR PLAN	ARCHITECTURAL	A100	10/17/2017
OVERALL ROOF PLAN	ARCHITECTURAL	A101	10/17/2017
1ST FLOOR PLAN - PARTIAL 1	ARCHITECTURAL	A130	10/17/2017
1ST FLOOR PLAN - PARTIAL 2	ARCHITECTURAL	A131	10/17/2017
1ST FLOOR OVERALL RCP PLAN	ARCHITECTURAL	A150	10/17/2017
1ST RCP PLAN - PARTIAL 1	ARCHITECTURAL	A151	10/17/2017
1ST RCP PLAN - PARTIAL 2	ARCHITECTURAL	A152	10/17/2017
BUILDING ELEVATIONS	ARCHITECTURAL	A200	10/17/2017
BUILDING ELEVATIONS	ARCHITECTURAL	A201	1/5/2018
BUILDING ELEVATIONS - WIND PRESSURE	ARCHITECTURAL	A202	1/5/2018
BUILDING ELEVATIONS - WIND PRESSURE	ARCHITECTURAL	A203	1/5/2018
ENLARGED BATHROOM & FINISHES LEGEND	ARCHITECTURAL	A300	1/5/2018
BUILDING SECTIONS	ARCHITECTURAL	A400	1/5/2018
WALL SECTIONS	ARCHITECTURAL	A500	10/17/2017

DETAILS	ARCHITECTURAL	A600	1/5/2018
DETAILS	ARCHITECTURAL	A601	1/5/2018
DETAILS	ARCHITECTURAL	A602	1/5/2018
WALLTYPES	ARCHITECTURAL	A700	1/5/2018
DOOR & WINDOW SCHEDULE	ARCHITECTURAL	A800	1/5/2018
DOOR DETAILS	ARCHITECTURAL	A801	8/25/2017
WINDOW DETAILS	ARCHITECTURAL	A802	1/15/2018
ELECTRICAL SYMBOLS AND GENERAL NOTES	ELECTRICAL	E001	11/16/2017
ELECTRICAL SPECIFICATION INDEX	ELECTRICAL	E002	11/16/2017
ELECTRICAL SPECIFICATION INDEX	ELECTRICAL	E003	11/16/2017
ELECTRICAL FIRST FLOOR POWER PLAN	ELECTRICAL	[illegible]	11/16/2017
ELECTRICAL FIRST FLOOR LIGHTING PLAN	ELECTRICAL	E200	5/12/2017
ELECTRICAL PANEL SCHEDULES, RISER DIAGRAM AND DETAIL	ELECTRICAL	E301	11/16/2017
ELECTRICAL DETAILS	ELECTRICAL	E401	5/12/2017
FIRE ALARM SYMBOLS, GENERAL NOTES & RISER DIAGRAM	FIRE ALARM	FA001	
FIRE ALARM FIRST FLOOR PLAN	FIRE ALARM	FA100	
GENERAL NOTES	FIRE PROTECTION	FP1	
OVERALL 1ST FLOOR PLAN	FIRE PROTECTION	FP2	
DETAILS & SCHEDULE	FIRE PROTECTION	FP3	
MECHANICAL SPECIFICATION	MECHANICAL	M001	5/12/2017
MECHANICAL SPECIFICATION	MECHANICAL	M002	11/22/2017
MECHANICAL FIRST FLOOR PLAN	MECHANICAL	M100	11/22/2017
MECHANICAL DETAILS	MECHANICAL	[illegible]	5/12/2017
MECHANICAL SCHEDULE	MECHANICAL	M300	11/22/2017
PLUMBING FLOOR PLAN	PLUMBING	P1	5/12/2017
SANITARY AND STORMDRAIN ISOMETRIC	PLUMBING	P2	5/12/2017
GENERAL NOTES & DETAILS	PLUMBING	P3	5/12/2017
	CIVIL	PD1	11/22/2017
	CIVIL	PD2	11/22/2017
	CIVIL	PD3	9/29/2017
	CIVIL	PD4	9/29/2017
	CIVIL	PD5	9/29/2017
	CIVIL	PD6	9/29/2017
	CIVIL	PD7	9/29/2017
	CIVIL	[illegible]	9/29/2017
	CIVIL	PMS1	9/29/2017
	CIVIL	PMS2	9/29/2017
GENERAL NOTES	STRUCTURAL	S000	5/12/2017
GENERAL NOTES (CONT.)	STRUCTURAL	S010	5/12/2017
FOUNDATION PLAN & DETAILS	STRUCTURAL	S100	5/12/2017
BEAM FLOOR PLAN & SCHEDULE BEAM	STRUCTURAL	S101	5/12/2017
WALL DETAILS	STRUCTURAL	S102	5/12/2017
ELEVATIONS	STRUCTURAL	S200	5/12/2017
ELEVATIONS	STRUCTURAL	S201	5/12/2017
	STRUCTURAL	CIVIL	
	STRUCTURAL	OS1	9/29/2017
	STRUCTURAL	OS2	9/29/2017
	STRUCTURAL	OS3	9/29/2017
	STRUCTURAL	LD1	9/25/2017
	STRUCTURAL	LD2	9/25/2017
	STRUCTURAL	LP1	12/14/2017
	STRUCTURAL	LP2	12/14/2017
	STRUCTURAL	SWP1	9/29/2017
	STRUCTURAL	[illegible]	9/29/2017
	STRUCTURAL	SWP3	9/29/2017
	STRUCTURAL	WS1	11/22/2017
	STRUCTURAL	WS2	11/22/2017
	STRUCTURAL	WS3	9/29/2017
	STRUCTURAL	WS4	9/29/2017
	STRUCTURAL	WS5	9/29/2017
	STRUCTURAL	WS6	9/29/2017
	STRUCTURAL	WS7	9/29/2017

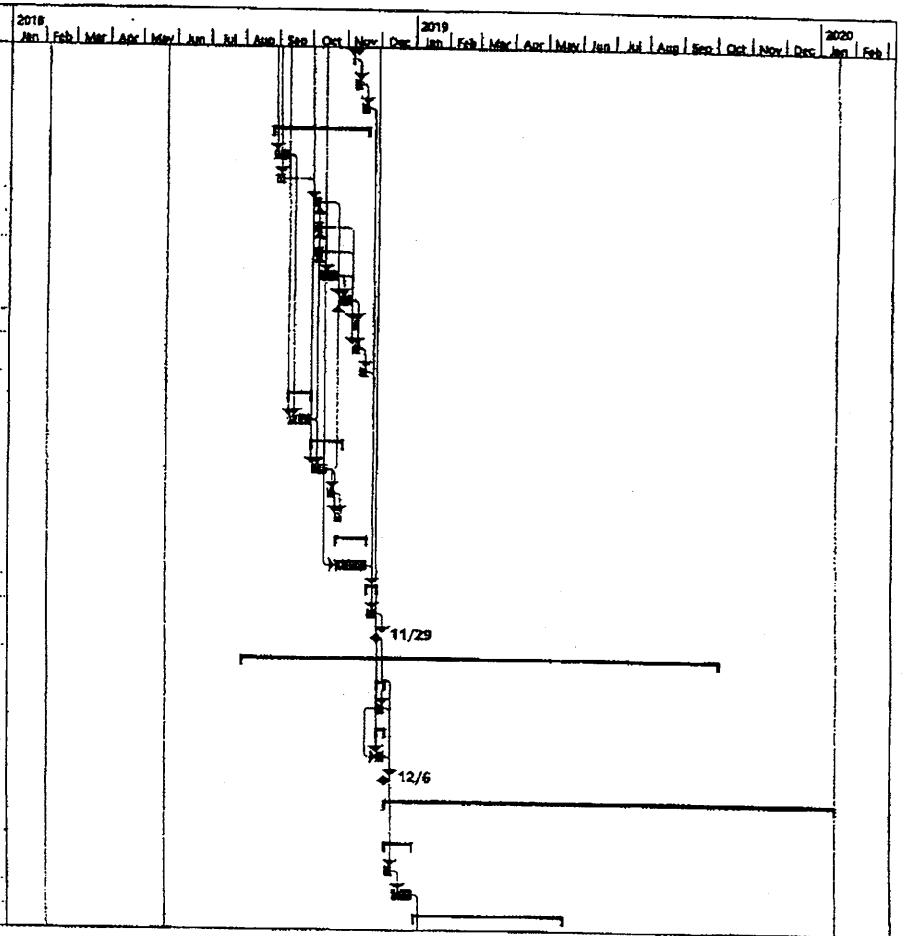
ID	Task Mode	Task Name	Duration	Start	Finish
1		100% CD's & Permits	145 days	Mon 2/5/18	Tue 8/28/18
2		Permits Cart Barn	18 wks	Mon 2/5/18	Mon 6/11/18
3		Permits New Club House	22 wks	Mon 2/5/18	Tue 7/10/18
4		Permits Hotel	18 wks	Mon 2/5/18	Mon 6/11/18
7		Permits Parking Area	18 wks	Mon 2/5/18	Mon 6/11/18
6		Permits Pool and Hardscape	11 wks	Tue 6/12/18	Tue 8/28/18
5		Permits for Construction	0 days	Tue 8/28/18	Tue 8/28/18
8		Pre Construction	138 days	Mon 2/5/18	Mon 8/20/18
16		Submittals	60 days	Fri 5/25/18	Mon 8/20/18
17		Cart Barn Build-out	60 days	Fri 5/25/18	Mon 8/20/18
25		[redacted]	119 days	Tue 6/12/18	Thu 11/29/18
26		Mobilization	20 days	Tue 6/12/18	Tue 7/10/18
27		Setup Job Trailer, Temp Power	15 days	Tue 6/12/18	Mon 7/2/18
28		Prepare and Submit Shop Drawings	4 wks	Tue 6/12/18	Tue 7/10/18
29		Site Work	93 days	Tue 6/26/18	Mon 11/5/18
30		Install Tree Protection around trees to remain	5 days	Tue 6/26/18	Mon 7/2/18
31		Clear & Grub Site	2 days	Tue 7/3/18	Thu 7/5/18
32		Rough Grading	5 days	Fri 7/6/18	Thu 7/12/18
33		Excavate for Foundations	7 days	Fri 7/13/18	Mon 7/23/18
34		Demolition of existing parking, install (n) drainage, new curbs	50 days	Mon 8/27/18	Mon 11/5/18
36		Asphalt, Wheel Stops & Striping for New Parking	2 wks	Tue 10/23/18	Mon 11/5/18
35		Install (n) pavers on entry drive	7 days	Fri 10/26/18	Mon 11/5/18
37		Foundation	11 days	Tue 7/24/18	Tue 8/7/18
38		Place Forms	5 days	Tue 7/24/18	Mon 7/30/18
41		Utility Rough-ins	2 wks	Wed 7/25/18	Tue 8/7/18
40		Inspection	2 days	Mon 7/30/18	Tue 7/31/18
39		Place & Tie Rebar	4 days	Tue 7/31/18	Fri 8/3/18
42		Pour Concrete	2 days	Wed 8/1/18	Thu 8/2/18
43		Strip Forms	2 days	Fri 8/3/18	Mon 8/6/18
44		Concrete & Block Work	16 days	Tue 8/7/18	Tue 8/28/18
47		F,R,P Columns & Tie Beams	8 days	Tue 8/7/18	Thu 8/16/18
45		CMU Block Infill	8 days	Fri 8/17/18	Tue 8/28/18
46		Pour SOG	3 days	Wed 8/22/18	Fri 8/24/18
67		[redacted]	65 days	Tue 8/21/18	Tue 11/20/18
68		Permits	8 wks	Tue 8/21/18	Tue 10/16/18



Project: 2018.02.18 - Fairfield Inn & Suites
Date: Wed 5/23/18

Task
Split
Milestone
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Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
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Progress
Manual Progress

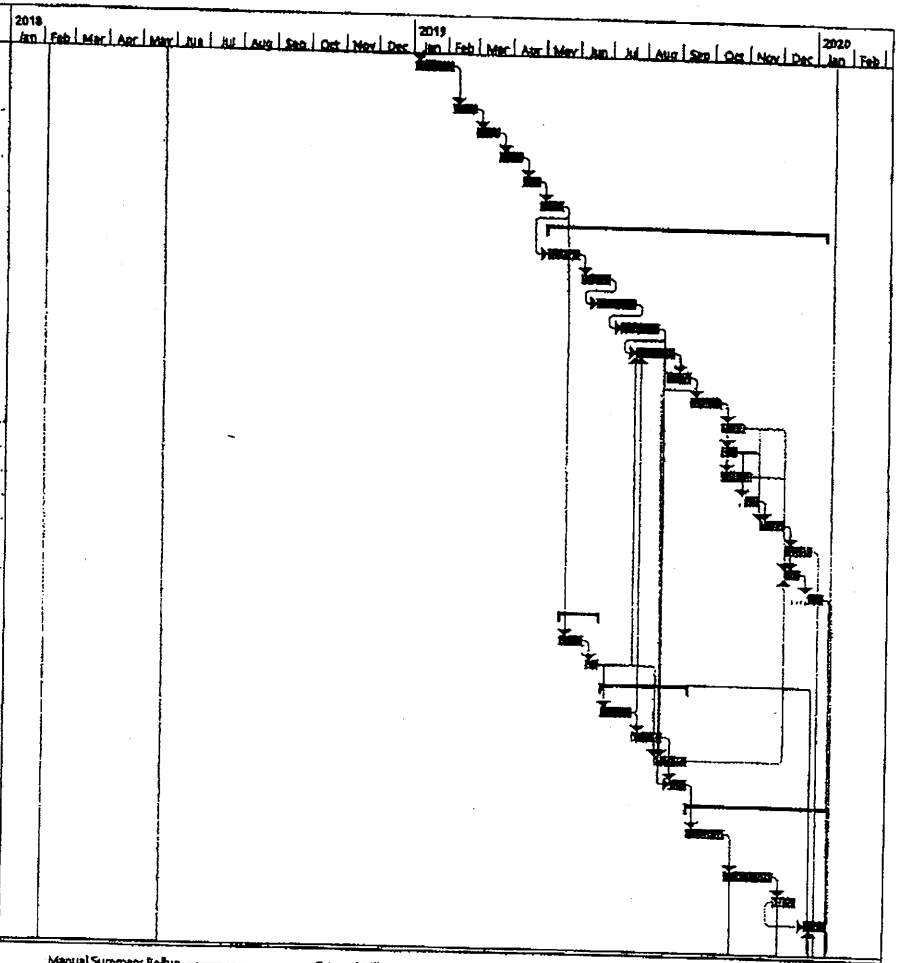
ID	Task Mode	Task Name	Duration	Start	Finish
69		Delivery / Set Up	2 days	Tue 11/6/18	Wed 11/7/18
71		Temporary Power / Water	4 days	Thu 11/8/18	Tue 11/13/18
70		FFE / Setup of Proshop	5 days	Wed 11/14/18	Tue 11/20/18
50		Interior	61 days	Mon 8/27/18	Tue 11/20/18
51		Steel Structure	10 days	Mon 8/27/18	Mon 9/10/18
52		Install Screening	5 days	Wed 8/29/18	Wed 9/5/18
53		Interior Framing	1 wk	Tue 10/2/18	Mon 10/8/18
55		Set Equipment	6 days	Tue 10/2/18	Tue 10/9/18
58		Install Lighting Trim and Fixtures	7 days	Tue 10/2/18	Wed 10/10/18
54		MEP/FS Rough-in	12 days	Tue 10/9/18	Wed 10/24/18
56		Drywall & Finishing	9 days	Thu 10/25/18	Tue 11/6/18
57		Prime & Paint	5 days	Wed 11/7/18	Tue 11/13/18
60		Startup & TAB	5 days	Wed 11/7/18	Tue 11/13/18
59		Final Inspections	5 days	Wed 11/14/18	Tue 11/20/18
48		Roof	15 days	Tue 9/11/18	Mon 10/1/18
49		Steel Roof by Others	3 wks	Tue 9/11/18	Mon 10/1/18
61		Exterior Finishes	20 days	Tue 10/2/18	Mon 10/29/18
63		Install Windows and Openings	2 wks	Tue 10/2/18	Mon 10/15/18
62		Stucco	1 wk	Tue 10/16/18	Mon 10/22/18
64		Paint Exterior Building	1 wk	Tue 10/23/18	Mon 10/29/18
65		Landscape & Irrigation	20 days	Wed 10/24/18	Tue 11/20/18
66		Landscaping & Irrigation	4 wks	Wed 10/24/18	Tue 11/20/18
72		Punchlist & Finals Inspections	5 days	Wed 11/21/18	Thu 11/29/18
74		Punchout & Site Inspections	1 wk	Wed 11/21/18	Thu 11/29/18
73		Turnover to Owner	0 days	Thu 11/29/18	Thu 11/29/18
127		[redacted]	300 days	Tue 7/31/18	Fri 10/4/19
75		[redacted]	5 days	Fri 11/30/18	Thu 12/6/18
76		Safe-off & Demolish Existing Cart Barn	5 days	Fri 11/30/18	Thu 12/6/18
77		[redacted]	5 days	Fri 11/30/18	Thu 12/6/18
78		Safe-off & Demolish Existing Club House	5 days	Fri 11/30/18	Thu 12/6/18
79		Demolition Complete	0 days	Thu 12/6/18	Thu 12/6/18
80		Phase 2A New Construction - Clubhouse, Paving & Parking Lot	280 days	Fri 12/7/18	Fri 1/17/20
81		Site Work	15 days	Fri 12/7/18	Mon 12/31/18
82		Clear & Grub Site	5 days	Fri 12/7/18	Thu 12/13/18
83		Rough Grading	10 days	Fri 12/14/18	Mon 12/31/18
84		Structural	97 days	Wed 1/2/19	Thu 5/16/19



Project: 2018.02.18 - Fairfield Inn & Suites
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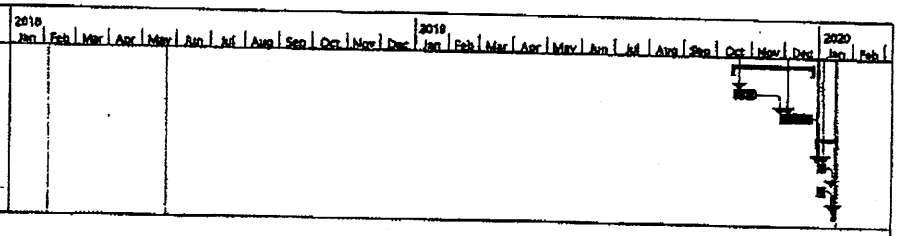
ID	Task Mode	Task Name	Duration	Start	Finish
85		Excavate, Compact & Form Footers/Foundations, Inspect & Pour	25 days	Wed 1/2/19	Tue 2/5/19
90		1st Vertical Lift	15 days	Wed 2/6/19	Tue 2/26/19
89		2nd Floor Slab	15 days	Wed 2/27/19	Tue 3/19/19
86		2nd Vertical Lift	15 days	Wed 3/20/19	Tue 4/9/19
87		Roof Slab	12 days	Wed 4/10/19	Thu 4/25/19
88		3rd Vertical Lift & Pop-up Roof	15 days	Fri 4/26/19	Thu 5/16/19
94		Interior	173 days	Fri 5/3/19	Fri 1/10/20
95		Layout & Top Track	4 wks	Fri 5/3/19	Fri 5/31/19
96		OH Fire sprinkler & Ductwork	4 wks	Mon 6/3/19	Fri 6/28/19
97		Frame Walls & Ceilings	5 wks	Mon 6/17/19	Mon 7/22/19
98		MEP Wall Rough-in & Inspections	5 wks	Tue 7/9/19	Mon 8/12/19
99		Insulate, Drywall & Finish	5 wks	Tue 7/23/19	Mon 8/26/19
100		Prime & Paint	3 wks	Tue 8/20/19	Tue 9/10/19
102		Install Flooring & Tile	4 wks	Wed 9/11/19	Tue 10/8/19
101		Install Grid & Ceiling Tile	3 wks	Wed 10/9/19	Tue 10/29/19
103		Millwork Install	2 wks	Wed 10/9/19	Tue 10/22/19
104		Install Doors & Hardware	4 wks	Wed 10/9/19	Tue 11/5/19
105		Countertops Installation	2 wks	Wed 10/23/19	Tue 11/12/19
106		Install Fixtures / Trim MEP/FS	3 wks	Wed 11/13/19	Thu 12/5/19
107		Punchout & Final Paint	3 wks	Fri 12/6/19	Mon 12/30/19
109		Test & Balance Mechanical Systems	10 days	Fri 12/6/19	Thu 12/19/19
108		MEP/FA & FA Final Inspections	2 wks	Wed 12/11/19	Fri 1/10/20
91		Roof	25 days	Fri 5/17/19	Fri 6/21/19
92		Set Curbs for (n) HVAC equipment	3 wks	Fri 5/17/19	Fri 6/7/19
93		Flashing & Roofing	10 days	Mon 6/10/19	Fri 6/21/19
110		Exterior	55 days	Mon 6/24/19	Tue 9/10/19
111		Windows and Openings	4 wks	Mon 6/24/19	Mon 7/22/19
112		Stucco Building	4 wks	Tue 7/23/19	Mon 8/19/19
114		Set Exterior HVAC Equipment / Connections	4 wks	Tue 8/19/19	Tue 9/10/19
113		Prime & Paint Exterior Building	2 wks	Tue 8/27/19	Tue 9/10/19
118		Hardscape Improvements & Parking Lot	88 days	Wed 9/11/19	Fri 1/17/20
119		Demolition & Rough-in for New Drainage Lines / Site Utilities	25 days	Wed 9/11/19	Tue 10/15/19
122		New Concrete Curbing in Parking Lot	30 days	Wed 10/16/19	Thu 11/28/19
120		Installation of New Pavers	3 wks	Fri 11/29/19	Thu 12/19/19
121		New Overlay for Parking Lot, Wheel Stops & Striping	3 wks	Fri 12/27/19	Fri 1/17/20



Project: 2018.02.18 – Fairfield Inn & Suites
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Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Critical
Critical Split
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish
115		Landscape & Irrigation	48 days	Wed 10/16/19	Thu 12/26/19
116		Irrigation Rough-In	3 wks	Wed 10/16/19	Tue 11/5/19
117		Landscaping & Irrigation Head Install	4 wks	Wed 11/27/19	Thu 12/26/19
123		Final Acceptance	13 days	Tue 12/31/19	Fri 1/17/20
124		Final Punchout	1 wk	Tue 12/31/19	Tue 1/7/20
125		Final Clean	5 days	Tue 12/31/19	Tue 1/7/20
126		Certificate of Occupancy - Turnover to Owner	1 wk	Mon 1/13/20	Fri 1/17/20



Project: 2018.02.16 - Fairfield Inn & Suites
Date: Wed 5/23/18

Task	Inactive Task	Manual Summary Rollup	External Milestone	Manual Progress
Split	Inactive Milestone	Manual Summary	Deadline	
Milestone	Inactive Summary	Start-only	Critical	
Summary	Manual Task	Finish-only	Critical Split	
Project Summary	Duration-only	External Tasks	Progress	

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BUILD BETTER.

Exhibit 'E' 2018 STAFF RATES

PRE-CONSTRUCTION		
DP	Director of Preconstruction	$ 175
CE	Chief Estimator	$ 125
E	Estimator	$ 90
VP	Group - Vice President	$ 250
OFFICE/SITE MANAGEMENT		
PX	Project Executive	$ 175
SPM	Sr. Project Manager	$ 150
PM	Project Manager	$ 125
PS	Project Scheduler	$ 125
APM	Assistant Project Manager	$ 80
SE	Safety Engineer	$ 125
PC	Project Coordinator	$ 75
PA	Project Accountant	$ 80
PR	Project Secretary/Reception	$ 45
FIELD STAFF		
GS	General Superintendent	$ 175
SSP	Sr. Superintendent	$ 150
SUP	Superintendent	$ 115
SF	Site Foreman	$ 85
FC	Finish Carpenter / Punch List	$ 85
RC	Rough Carpenter / Punch List	$ 75
GL	General Labor	$ 37

Notes:

1) *All rates listed below are hourly rates for Marker Construction Group personnel.*
2) *All management is inclusive of the stipulated Lump Sum General Conditions for this project.*
3) *All rates listed below are for potential additional Owner required services and/or Owner approved changes.*
4) *All above rates are adjusted for employee incentives yearly & are subject to a 10% max. increase each year.*

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EXHIBIT F
QUALIFICATIONS AND ASSUMPTIONS
CLUBHOUSE AND CARTBARN – 5/23/18
Division 1 – General Requirements

1. This proposal includes the following documents and plans: Plans Permit set by DLW Architects dated 12/14/17.
2. The GMP assumes that the accurate CAD files will be provided to the GC and all Subcontractors for use in preparation of shop drawings, coordination drawings, as-builts, determining dimensions, etc.
3. The GMP is based on Bid Set Documents as listed in Exhibit B.
4. The GMP includes a Contractors Payment and Performance Bond.
5. The GMP includes Allowances as outlined in the AIA A102. Allowances shall include but not be limited to the following items: labor, material (including waste factor where applicable), equipment, freight, tax, storage, submittals and shop drawings, layout, protection, permits, sub mark-up for handling, sub overhead and fee, sub insurance and bond unless otherwise noted.
6. The GMP will require from the Owner, with reasonable notice, certain early deposits for material, equipment and/or mobilization of trades. The following trades may require deposits and /or mobilization funds to commence the work. The trades include but may not be limited to: Site work structures, stone/tile, millwork, elevators, light fixture package, plumbing fixtures, Window wall systems, etc.
7. The GMP excludes all impact fees, easement application fees, and any costs associated with the City of Tamarac or County/State fees.
8. The GMP excludes cost relating to asbestos, lead, radon, etc. abatements and removal of all other hazardous materials.
9. Removal or remediation of hazardous material, hazardous soil, or unforeseen soil conditions is not included in the GMP.
10. The GMP assumes that the Owner has provided property corners and a benchmark elevation at the project site. Contractor will notify Owner of any discrepancies.
11. The GMP excludes unit final surveys as required by a registered surveyor.
12. The GMP excludes design services.
13. The GMP excludes all testing (including future soil borings) and inspection, including fees, geotechnical services, concrete testing, soils testing, environmental site monitoring, glass testing, any testing, waterproofing or roofing consultants. These are to be provided by the Owner and coordinated by the Contractor. Any overtime costs and supervision associated with testing services are to be paid by the Owner.
14. The GMP excludes the costs of inspections and/or full time or part time on site threshold inspector / special inspectors, welding inspectors, which are required to maintain the Project schedule. The Owner will pay for these services and contract directly with these parties. Any overtime costs associated with these services are to be paid by the Owner.
15. Permits, sub permits, impact fees, and permit fees are not included in the GMP Proposal and will be a Direct Owner Reimbursable.
16. Marker Construction shall be provided air rights and FAA permit (if necessary) for the subject property, as well as adjacent properties, to allow the use of crane(s) and equipment necessary to construct the project. These air rights, if required shall be provided by the Owner at no cost to the Contractor.
17. The GMP excludes travel expense outside the surrounding counties.
18. Once a named storm is in the "box" no materials or equipment will be brought on site that cannot be affixed or installed prior to the storm striking the area.
19. The Owner will furnish and install all interior and exterior furnishings, the installations will be coordinated with the Contractor so as not to impact the project schedule. The Owner will furnish and install the following:
    a. FF&E Package per RFP matrix.

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EXHIBIT F
QUALIFICATIONS AND ASSUMPTIONS
CLUBHOUSE AND CARTBARN - 5/23/18

b. Interior Furniture.
c. Outdoor Furnishings.
d. Back of house Kitchen Equipment & Appliances.
e. Computers, phone systems.
f. The GMP provides rough in for the above as shown on contract drawings.
g. Third Party Restaurant finishes, fixtures, furnishings, equipment and MEP rough-in.
h. The GMP excludes costs for purchasing, installation, handling, standby, or debris removal (i.e. cartons, boxes, etc.) of Owner FF& E items.

20. The GMP excludes costs associated for a pre-condition survey and for monitoring settlement damage and the costs related to the damage that may occur to adjacent buildings and or properties due to settlement, including the Right of Way. The Owner shall provide and be responsible for monitoring settlement of the adjacent properties.
21. The GMP includes working hours per City Ordinance.
22. The GMP assumes that there will be unobstructed access to the project site at all times.
23. The GMP excludes any and all costs for impact or permanent utility (water, electric, gas and sewer) fees or charges, offsite connections, sewer connection fees, water tap fees, water meters, meter boxes or water meter fees installation of transformers (permanent or temporary), Conduits, Primary Feeders, deposits, and consumption fees that may be required by local, state or federal authorities having jurisdiction. The Owner shall be responsible for these costs.
24. We have not included any costs for permanent power. Owner shall pay directly for permanent power once any buildings are fully energized.
25. We have excluded costs of any and all utility and trash removal services to the buildings after substantial completion is achieved.
26. The GMP includes disconnecting, abandoning and/or relocation of existing site utilities, only as specifically shown on the documents.
27. The GMP excludes archeological consultants during building excavation, and any delays associated with discovery, if required. The GMP excludes cost for pollution insurance policy and an environmental insurance policy.
28. The GMP excludes costs for wind tunnel testing.
29. The GMP excludes costs for the building engineer. Ownership will be responsible to provide for and pay necessary costs to have a qualified entity for these responsibilities.
30. The GMP assumes that the existing City, County, State and Utility infrastructure will be in place to support the testing of sanitary systems and will be operational to support the scheduled TCO and CO activities listed in the project schedule. Contractor will not be penalized if the infrastructure is not in place and TCO / CO dates are unachievable. The GMP Schedule and GMP shall be equitably adjusted in the event delays arise due to delays caused, by the utility agencies, in the completion of said work (if required). Work to be coordinated by Contractor and Due Diligence exercised in anticipation of connections and inspections based on critical path schedule.
31. The GM excludes Fire Alarm Monitoring Service Costs.
32. The GMP excludes additional costs resulting from any tax increases or additional fees imposed under any statute, court decision, rule or regulation becoming enacted after the date of the signed GMP barring any unprecedented escalation beyond what is currently in existance.
33. The construction schedule is based upon return of all Requests for Information (RFI) within 5 working days of submission.
34. The construction schedule is based upon the return of all Submittals, Shop Drawings, Samples, etc. within 10 working days of submission.
35. Plans Processing – It is assumed that the Architect will provide signed and sealed permit revision documents in a timely manner as to not delay the work. The Architect will provide the revision documents along with a detailed narrative describing changes to the Owner. Owner will expedite in a

EXHIBIT F
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manner that will not cause delays to the project schedule for plan processing with the appropriate governmental agency. The Contractor will execute all required permit applications as required by the City of Tamarac / Broward County or State of Florida.

36. All changes, specifically, to the plans and specifications must be "clouded" by the Architect and other design consultants. Clear and concise written narrative describing changes shall be included. Marker will not be responsible for any associated additional costs arising from the designer's failure to accurately identify changed conditions on the contract documents or subsequently issued documents. Contractor shall notify Ownership of any found conflict found during review process.
37. All revisions will be modified in the plans and coordinated by the Architect with all consultants. It is the responsibility of the Owner to ensure that all revisions be submitted in a manner so as to maintain and not impact the overall critical path project schedule.
38. We have worked to give the best price for the intent and quality of the project. Where applicable we have substituted specified materials for equal quality materials or components. If affecting aesthetics must be approved by Owner which shall not be reasonably be withheld and within 3 working days.
39. Material Substitutions – The Contractor and Subcontractors shall be allowed to substitute materials or products as long as the material or products being substituted are equal to the originally specified material or product, and have been specifically accepted by the Owner and Architect. All product substitution requests shall be submitted to the Owner and Architect for their review and approval during the submittal process and prior to installation. No credits or additions to the contract will be issued for such substitutions.
40. The GMP excludes the cost for design consultant's preparation of "As-Built Documents". Marker and its Subcontractors and vendors shall furnish "As Built Documents", throughout the duration of the project, to the design consultants who will then produce, within 15 days, a complete revised set of "As-Built" documents for turnover to the Owner and City Record Set. Architect and its Sub Consultants will furnish electronic (CAD) files to assist Marker and its Subcontractors in its effort to produce As Built Drawings and Shop Drawings/Submittals.
41. The following days have been designated by the City Commission of Tamarac as paid legal holidays for City Employees. These are non-working days in the City of Tamarac, all construction activities must cease. No other limitation other than local ordinances has been set by the Owner; any changes would give rise to an extension of time.
    a. New Years Day
    b. Martin Luther King Day
    c. President's Day
    d. Memorial Day
    e. Independence Day
    f. Labor Day
    g. Veteran's Day
    h. Thanksgiving Day
    i. The day following Thanksgiving
    j. Christmas Day
    k. The day following Christmas

42. The GMP excludes filling of the fuel tanks for the Generator, Fire Pump, etc. The coordination of the filling of the fuel tanks for testing required to obtain a TCO and CO is included.
43. The GMP excludes all requirements for LEED Certification and/or Florida Green Building Coalition.
44. The GMP excludes the cost of all document reproduction, scanning, printing and blueprinting and will be a Direct Owner Reimbursable. Electronic communication to be utilized where possible.
45. The GMP excludes on site Web Camera.
46. The GMP assumes all trees and existing vegetation to be removed per Landscape drawings.

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47. The GMP excludes the costs associated with any off-site model rooms and any full size mock-ups (IE beds, showers, guest rooms, hallways, etc).
48. Security Guards are not included in the GMP. If security guards are required they shall be provided by Owner at no cost to the contractor. Contractor will take reasonable measures to secure site per industry standards. Site will not be made 100% secure. Theft is common. Owner understands and agrees that such theft will be covered by Builders Risk policy. Any and all required deductibles will be paid by Owner.
49. We have included all items indicated on the bid drawings and, if not shown on the drawings, the bare minimum requirements for a working system.
50. Marker will be prepared to mobilize and begin construction upon issuance of the Notice to Proceed and receipt of all starting "requirements" from the contract. The proposed GMP assumes a Contractor start date of May 25, 2018. In the event that the Contractors start is delayed for more than 60 days from this date at no fault of the contractor, Marker reserves the right to negotiate an equitable adjustment to it's proposed price, based on changes in material prices and holding costs for labor, supervision, etc. between the date of submission of this proposal and the date that such materials and scopes of work are purchased for the project. Marker will make every effort to minimize or avoid such increases, and any price increase that we seek will be supported by documentation reasonably satisfactory to the Owner. The NTP shall not be issued prior to the issuance of all starting "requirements" from the contract including the required building permit(s). In the event that the NTP is delayed, through no fault of the CM, the CM will be granted a time extension of a day-for-day for every day after this date that the NTP is issued.
51. This proposal assumes that this project shall not be converted into a Condominium at anytime within the project duration plus 10 years from Certificate of Completion. Should the project be converted within that time frame the Owner agrees that any and all Warranties either express or implied shall be forfeit and that General Contractor and all Subcontractors shall be released from any and all requirements of the Florida Statute regarding Condominiums. This shall be included in the Condominium Documents of any such Condominium.
52. In order to obtain the most competitive pricing for this project, we assume that retainage will not be held on certain subcontractors. Should the Owner not accept this, and require retainage be held on these subcontractors, Owner shall be responsible for any additional costs that result.
53. Prices of Metals and other construction products are currently volatile, and pricing cannot be held for extended periods of time. As such the bid pricing can only be held valid for Fifteen days from bid submission.
54. The GMP includes portable temporary toilets for the construction workers under our contracts. No other personnel are permitted to use such temporary facilities.
55. The GMP excludes Builder's risk insurance and deductibles.
56. The GMP excludes Off-site Parking & Transportation.
57. The GMP excludes BIM or computer renderings.
58. TMG shall provide 20 hours free of charge to aid in Value Engineering of the FF&E design package. Any time requested beyond the 20 hours included shall be billed at Staff Rates per Exhibit E.
59. Any Deduct to our scope of work that results in cost savings will be 100% to the owner and won't be part of the cost sharing precentages.

Division 2 – Demolition

1. The GMP excludes any abatement of existing structures.
2. Demolition of the Grease Trap is included in the GMP. Pumping out/removal of its contents are not included in the GMP and must be performed by Owner prior to the start of demolition.
3. All salvage rights to any and all materials left in structures to be demolished are to become the property of the Demolition Subcontractor.

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Division 2 – Site work

1. The GMP excludes any MOT required off duty police officers. If required, these costs will be borne by Owner.
2. The GMP includes backfill using existing site soils from the foundation excavation. Should these soils be unsuitable for backfill, any costs associated with soil export and import will be paid for by Owner.
3. The GMP excludes the cost of the relocation of FPL poles and all associated lines and all related cost for repairs / patching at Streets.
4. The GMP Excludes all work such as but not limited to paving, patching and all other improvements off Site (except as listed above). Patching of construction related work to existing pavement is included.
5. The GMP excludes any temporary site signage for directing public to temporary facilities during construction.
6. The GMP excludes traffic or parking lines in paver areas as contrasting colored pavers. Any lines or markings shall be painted.
7. The GMP includes silt fence as the sole means of erosion control as no Erosion Control plan is provided.
8. The GMP excludes dust control screening.
9. The GMP excludes any traffic signalization.
10. The GMP includes only casual dewatering. Should well points or other dewatering measures be required, the Owner shall bare said costs.

Division 2 – Landscaping

1. Due to market conditions, exact tree/plant sizes may not be available, and substitutions of similar size may be required with approval of the Landscape Architect/Owner. Approval will not be reasonably withheld.
2. The GMP excludes any landscape or irrigation maintenance following issuance of the CO.
3. Existing site fill is anticipated to be acceptable by local Municipal landscape inspectors. Cost of removal of existing fill and replacing with fill acceptable to inspector is not included.

Division 3 – Concrete

1. The Owner's Engineer of Record, at no cost to the Contractor, shall provide engineering for the crane and hoist foundations, leave-outs and opening for equipment as well as the crane tie backs. The Contractor shall provide the necessary engineering of the crane and the load requirements. Any necessary engineering enhancements for the foundations and or building shall be performed by the Owner's Structural Engineer if required. Any costs for additional structural requirements due to the crane or hoist shall be at the Owner's cost.
2. The GMP excludes the inserts as shown on details (3/S142), (4/S142), (5/S142) or similar due to the extruding process used to manufacture the hollow core panels. Other details must be provided by the Architect or other Owners consultants.
3. Quantities of the hollow core for this bid were based on plans prepared by DLW Architects dated 12/14/17. No prestressed specifications and general conditions were provided. Owner accepts standard Coreslab material and tolerance specifications and all detail connections based on the nominal width of Coreslab plank.

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CLUBHOUSE AND CARTBARN – 5/23/18

Division 5 – Miscellaneous Metals and Aluminum Screening

1. The GMP excludes bicycle racks.
2. Prices of Metals and other construction products are currently volatile, and pricing cannot be held for extended periods of time. As such the bid pricing can only be held valid for Fifteen days from bid submission.
3. The GMP includes an allowance of $100,000.00 for the clubhouse curved stairs.

Division 6 – Wood & Plastics Finish Carpentry, Millwork and Cabinets

1. The GMP excludes all millwork within the guest rooms.
2. The GMP excludes all casework.

Division 7 – Roofing

1. The GMP includes a fully adhered TPO system.

2. Warranty for roofing system offered by manufacturer is 20 years.

Division 8 – Doors and Hardware

1. The GMP excludes the supply and installation of Card Locks and system for the hotel guest room entry doors. Door prep for the locks is included.
2. The GMP excludes any temporary locksets for the guest room entry doors.
3. All hardware warranties are per individual hardware manufacturer's standard warranties.
4. The GMP excludes bituminous coating at hollow metal frames.
5. The GMP excludes Bituminous coating at hollow metal frames.

Division 8 – Glass and Glazing

1. The GMP all exterior glass and glazing per specifications or equal.

Division 9 – Finishes

1. We have included a level 4 finish at Dry Wall.
2. Gypsum topping slab is included in the GMP. Topping slab will follow the contours of the hollow core planks. Topping slap will not be level.
3. The GMP excludes furnishing of carpet. The GMP includes the installation of carpet.
4. The GMP excludes Anti-crack suppression beneath tile floors.
5. The GMP excludes Wire mesh reinforcing at ceramic tile installation.
6. The GMP excludes 15# felt backing at ceramic wall tile.

Division 10 – Miscellaneous Specialties

1. The GMP excludes closet shelving and associated backing.
2. The GMP excludes postal specialties and mailboxes.
3. The GMP excludes window treatments.
4. The GMP includes shower door openings per plans. Marker is not responsible should any opening size not meet FHA requirements.

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5. The GMP includes the minimum required signage to pass final inspections for a TCO. The GMP excludes all other signage.
6. The GMP excludes furnishing of accessories. The GMP includes the installation of accessories.

Division 11 – Equipment

1. The GMP excludes window washing attachments and equipment.
2. The GMP excludes room safes.
3. The GMP excludes all commercial kitchen and laundry equipment and MEP rough in.
4. The GMP excludes all TVs and TV wall mounted brackets, backing is included.
5. The GMP excludes furnishing and installation of appliances.
6. The GMP excludes Furniture, fixtures & equipment.

Division 12 – Furnishings

1. The GMP excludes Fitness Center Equipment.
2. The GMP excludes any stand-alone planters.
3. The GMP excludes patio and pool furniture and furnishings.
4. The GMP excludes interior furniture and furnishings.
5. The GMP excludes Motorized shades.

Division 13 – Saunas and Pools

1. The GMP includes an allowance of $85,000.00 for the pools and children's water play areas and decks.
2. The GMP includes items to meet HRS requirements only as shown on the plans. The GMP excludes any items that may be required but are not shown.

Division 14– Vertical Transportation

4. The GMP includes standard elevator cab finishes.
5. The GMP assumes that the Owner will execute an extended maintenance agreement with the Elevator Subcontractor.
6. The GMP pricing assumes that all of the elevator work will take place no later than 2019. Should delays not caused by Contractor push back any of the elevator work, charges for increased hourly rates shall be borne by Owner.
7. The Elevator subcontractor requires a 30% payment at the execution of the subcontract agreement prior to the preparation of any submittals or shop drawings. It is assumed that the Owner will approve and pay this amount when billed on the Contractors requisition for payment. Any delay(s) caused by the Owners failure to make this payment shall require an extension of time and/or extended general conditions costs.

Division 15 – Fire Protection

1. The GMP includes a Fire Suppression system designed by a specialty engineer. The system will meet the minimum code requirements. The system will not be designed to have heads align with lights or other cosmetic details.
2. The GMP excludes coverage in bathrooms less than 55 sq/ft; closets less than 24 sq/ft (within units only).

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3. The GMP excludes a Fire Watch. If required Owner shall pay all costs.

Division 15 – Plumbing/Mechanical

1. The GMP excludes overflow roof drain piping as none are shown.
2. The GMP excludes Kitchen equipment connections or proper fittings as no schedule is provided.
3. The GMP excludes any and all sinks, faucets or other Plumbing fixtures in the hotel kitchen.
4. The GMP excludes all Plumbing fixtures.
5. The GMP excludes any piping or hose bibs to the dumpster enclosure.
6. The GMP excludes gas piping to the pool area as none is shown. The grills at the pool area are assumed to be propane or charcoal.
7. The GMP includes duct R-values as specifically shown on the drawings. If R-values are not specifically shown than they will be provided as industry standard.
8. Fire and smoke dampers are only included where specifically shown.
9. The GMP includes HVAC equipment as Carrier.
10. The GMP excludes any and all ductwork, exhaust fans, exhaust hood, etc. in the hotel kitchen.

Division 16 – Electrical

1. The GMP excludes all security or CCTV systems, wire, and equipment. Conduit with pull string is included as shown in documents.
2. Data and LAN wiring are included. Empty raceways with pull-string are included only as defined in the documents.
3. The GMP includes a building DAS system. Any and all other related costs for inspections and testing required by the Authorities Having Jurisdiction, shall be borne by Owner. Annual testing may be required. Costs for such are not included in the GMP.
4. Primary power and FP&L transformer costs or fees are not included.
5. The GMP includes FPL service only up to 50 linear feet. Use of aluminum feeders will be permissible at Contractors discretion.
6. The GMP excludes all lighting fixtures.

END OF QUALIFICATIONS

MARKER
BUILD BETTER

EXHIBIT 'G'
WIRING INSTRUCTIONS

IberiaBank

Beneficiary	Operating Account
Account Name:	The Marker Group, LLC Operating Account
ABA Routing #	265270413
Account #	0050002465

Ex.

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

City of Tamarac Cart Barn & Country Club
6000 NW 88th Avenue
Tamarac, FL 33321

THE OWNER:
(Name, legal status and address)

AD1 Tamarac Hotels, LLC
Alex Fishman
1955 Harrison Street, Suite 200
Hollywood, FL 33020

THE ARCHITECT:
(Name, legal status and address)

DLW Architects
David Wallace
2020 NE 163rd St
North Miami Beach, FL 33162

TABLE OF ARTICLES

1 GENERAL PROVISIONS
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13 MISCELLANEOUS PROVISIONS

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.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. 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. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 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 (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 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.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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 only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 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 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.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 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 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.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, 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 if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 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.

§ 1.8 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

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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.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon 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 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon 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 only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. 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.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out 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 has been 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, except to the extent required by Section 6.1.3.

§ 2.5 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 seven-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to 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 9.5.1, 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 Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. 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 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 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.

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§ 3.2.2 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 2.3.4, 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.

§ 3.2.3 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.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 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.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 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 properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 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 and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special 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 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for 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.

§ 3.7.2 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.

§ 3.7.3 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.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 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 contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 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.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 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 for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 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.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 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 materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. 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.

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§ 3.18 Indemnification

§ 3.18.1 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 that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 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 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 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.

§ 4.2 Administration of the Contract

§ 4.2.1 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.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, 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 the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 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.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations 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.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 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. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 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's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 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. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 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 persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. 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. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 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, 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.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 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 construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. 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. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, or of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) 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.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract 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, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 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 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 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.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 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 encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation 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 that 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.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 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 9.4.2 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 9.4.1. If the Contractor and 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 3.3.2, because of

.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;

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.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.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 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.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 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.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 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.

§ 9.8.2 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.

§ 9.8.3 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. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that 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.

§ 9.8.5 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.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 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 promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly 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 listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 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.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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 final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 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.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.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.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 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 10.2.1.2 and 10.2.1.3. 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 anyone directly or indirectly employed by either of them, 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 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in 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.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 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 10.3.1 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.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 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 reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 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 the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. 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 the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

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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.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner 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 the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, 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.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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 the 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 11.3.1 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.

§ 11.3.2 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 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, 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 9.9.1, or by terms of any 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. If the Contractor fails to correct nonconforming Work within a reasonable time during

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that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 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.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. 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.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written 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.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 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 Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

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.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 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, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and 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 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 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 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 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 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

Init.
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§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those 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 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

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§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings 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 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the 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 its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A 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 party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 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.

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
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PAGE 1

City of Tamarac Cart Barn & Country Club
6600 NW 88th Avenue
Tamarac, FL 33321

...

ADI Tamarac Hotels, LLC
Alex Fridzon
1955 Harrison Street, Suite 200
Hollywood, FL 33020

...

DLW Architects
David Wallace
2020 NE 163rd St
North Miami Beach, FL 33162

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:23:04 on 07/09/2018 under Order No. 6026153152 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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Exhibit "2"

PCCO #001

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #001: December Approved PCO's #001, #002, #004, #007

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida 33301
DATE CREATED:	12/ 14 /2018	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	12/14 /2018
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$ 12,506.74

DESCRIPTION:
December Approved PCO's #001, #002, #004, #007

ATTACHMENTS:
PCO #007-Drainage Pipe Removal_CCCB_rev1.PDF PCO #001.PDF PCO #004 Rock Power (CO#1)_EX.pdf PCO #002_Removal and Disposal of Asbestos_R1_EX.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Deductive cost for the site utilities and drainage		(6,808.43)
002	Removal and disposal of asbestos (BG Group)		2,411.58
004	Alternate entrance preparation for contaminated soil dumping		3,745.58
007	Drainage Pipe Removal & Backfill Rock #57		13,158.01
		TOTAL:	**$12,506.74**

CHANGE ORDER LINE ITEMS:

PCO # 001 : Deductive cost for the site utilities and drainage

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Deductive cost site utilities and drainage	Other	($6,299.00)
			Subtotal:	($6,299.00)
			Insurance: 1.15% Applies to all line item types.	(72.44)
			Bond: 0.81% Applies to all line item types.	(51.61)
			Fee: 6.00% Applies to all line item types.	(385.38)
			Grand Total:	**($6,808.43)**

MARKER
BUILD BETTER.

PCCO #001

PCO # 002 : Removal and disposal of asbestos (BG Group)

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Removal and disposal of asbestos	Other	$ 2,150.00
			Subtotal:	$2,150.00
			Insurance: 1.15% Applies to all line item types.	24.73
			Bond: 0.81% Applies to all line item types.	17.62
			Fee: 10.00% Applies to all line item types.	219.23
			Grand Total:	**$2,411.58**

PCO # 004 : Alternate entrance preparation for contaminated soil dumping

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Alternate entrance preparation for contaminated soil dumping	Other	$ 3,339.31
			Subtotal:	$3,339.31
			Insurance: 1.15% Applies to all line item types.	38.40
			Bond: 0.81% Applies to all line item types.	27.36
			Fee: 10.00% Applies to all line item types.	340.51
			Grand Total:	**$3,745.58**

PCO # 007 : Drainage Pipe Removal & Backfill Rock #57

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Drainage Pipe Removal & Backfill Rock #57	Other	$ 11,730.82
			Subtotal:	$11,730.82
			Insurance: 1.15% Applies to all line item types.	134.90
			Bond: 0.81% Applies to all line item types.	96.11
			Fee: 10.00% Applies to all line item types.	1,196.18
			Grand Total:	**$13,158.01**

The original (Contract Sum)	$ 8,193,853.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 8,193,853.00
The contract sum will be increased by this Change Order in the amount of	$ 12,506.74
The new contract sum including this Change Order will be	$ 8,206,359.74

The contract time will not be changed by this Change Order

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

PCO #001

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #001: Deductive cost for the site utilities and drainage

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	001 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/2 /2018
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	($6,808.43)

POTENTIAL CHANGE ORDER TITLE: Deductive cost for the site utilities and drainage

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #001 - Deductive cost for the site utilities and drainage
Deductive cost for the site utilities and drainage per the 62/38 & 60/40 split with the City. The contract currently contains a 68/32 split and will require an Additive change order on the Hotel's side. The total site utilities package is $338,495 and the site drainage is $261,495.
The City Contract included a budget of $373,063.00 of Site Utilities & Drainage
62% of Underground Utilities is $209,867
60% of Drainage is $156,897.00

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Deductive cost site utilities and drainage	Other	($6,299.00)
			Subtotal:	($6,299.00)
			Insurance: 1.15% Applies to all line item types.	($72.44)
			Bond: 0.81% Applies to all line item types.	($51.61)
			Fee: 6.00% Applies to all line item types.	($385.38)
			Grand Total:	**($6,808.43)**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

MARKER
BUILD BETTER

PCO #002

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #002: Removal and disposal of asbestos (BG Group)

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	002 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Ivy Fradin **(The BG Group)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Approved	**CREATED DATE:**	9/13 /2018
REFERENCE:	BG (CO#1)	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$2,411.58

POTENTIAL CHANGE ORDER TITLE: Removal and disposal of asbestos (BG Group)

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #002 - Removal and disposal of asbestos
Removal and disposal of asbestos containing mastic and tile as per the ARS asbestos report for the Clubhouse dated 8/31/18.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Removal and disposal of asbestos	Other	$ 2,150.00
			Subtotal:	$2,150.00
			Insurance: 1.15% Applies to all line item types.	$ 24.73
			Bond: 0.81% Applies to all line item types.	$ 17.62
			Fee: 10.00% Applies to all line item types.	$ 219.23
			Grand Total:	**$2,411.58**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

APPROVED
By Samantha Vincenty at 3:54 pm, Dec 13, 2018

SIGNATURE DATE

MARKER
BUILD BETTER

PCO #004

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #004: Alternate entrance preparation for contaminated soil dumping

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	004 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Approved	**CREATED DATE:**	10/8 /2018
REFERENCE:	Rock Power (CO#1)	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$3,745.58

POTENTIAL CHANGE ORDER TITLE: Alternate entrance preparation for contaminated soil dumping

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #004 - Alternate entrance preparation for contaminated soil dumping
Alternate travel path for dumping of soil as per revised City of Tamarac plan (10/03/18) - includes sleeve of catch basin and exclusion as listed on the attached. Any re-sod, concrete and/or asphalt replacement will be priced separately upon completion

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Alternate entrance preparation for contaminated soil dumping	Other	$ 3,339.31
			Subtotal:	$3,339.31
			Insurance: 1.15% Applies to all line item types.	$ 38.40
			Bond: 0.81% Applies to all line item types.	$ 27.36
			Fee: 10.00% Applies to all line item types.	$ 340.51
			Grand Total:	$3,745.58

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

11/5/18
SIGNATURE JAMES GAMBLE DIR OF CONSTR DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

APPROVED
By Samantha Vincenty at 3:53 pm, Dec 13, 2018
SIGNATURE DATE

General Engineering Contractors
13831 S.W. 59 ST., Suite 204
Miami, FL 33183
Tel: (305) 752-7742 Fax: (305) 752-7728

CHANGE ORDER # 1

TO: The Marker Group
ATTN: Samantha Vincenty
DATE: 9/28/2018

FROM: Robert Delgado

RE: Fairfield Inn & Colony Clubhouse

Description of Job:Cost associated with preparation of entrance at Lagos de Campo Blvd.

Description	Unit	QTY	Rate		Subtotal	
Silt Fence Installation	FT	200	$ 3.50		$ 700.00	
Protect existing CB w/ Filter Fabric	EA	1	$ 125.00		$ 125.00	
~~Remove 6" Top Soil~~	~~CY~~	~~25~~	~~$ 6.00~~		~~$ 150.00~~	
Sawcut, Remove & Haul Off Concrete Shufferboard	~~LS~~	~~1~~	~~$ 550.00~~		$ 550.00	
~~Prepare Const. Entrance 15' x 87' w/ 12" Rock~~	~~LS~~	~~1~~	~~$ 2,950.00~~		~~$ 2,950.00~~	
Construction Entrance Maintenance	LS	1	$ 1,500.00		$ 1,500.00	
~~Rem. Const. Entrance & Haul Off at the end of work~~	~~LS~~	~~1~~	~~$ 850.00~~		~~$ 850.00~~	
				Sub-Total	~~$ 6,825.00~~	2,875
Tax 7%						
15% OHP					~~$1,023.75~~	431.25
Bond	1.00%				~~$48.66~~	33.06
				Total	~~$ 7,897.41~~	3,339.3

Exclusions:
Restoration of Sod, Landscape, Irrigation, Sidewalk, Asphalt Paving, Turf Block & Traffic Markings.
Cleaning of existing Drainage System.
Flagman and/ or Temporary Construction signs or any MOT.

Approval Signature_____

Print Name & Title_____

Approval Date_____

PCO #007

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #007: Drainage Pipe Removal & Backfill Rock #57

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	007 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Liettys Hernandez **(Rock Power Paving)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Approved	**CREATED DATE:**	11/30 /2018
REFERENCE:	Rock Power CO#4R3	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$13,158.01

POTENTIAL CHANGE ORDER TITLE: Drainage Pipe Removal & Backfill Rock #57

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #013 - Drainage Pipe Removal & Backfill Rock #57
Cost associated with the removal of 295 LF OF 24" OR 30" Outfall Drainage Pipe (NOT SHOWN IN THE PLANS) 8' deep (4' under water) and backfill with rock #57 up to water table elevation and balance with excavated fill material. Filter Fabric to be installed on top of the rock to avoid fill above rock migrating down.

ATTACHMENTS:
Change Order # 4R 3 11 30 2018.pdf

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Drainage Pipe Removal & Backfill Rock #57	Other	$ 11,730.82
			Subtotal:	$11,730.82
			Insurance: 1.15% Applies to all line item types.	$ 134.90
			Bond: 0.81% Applies to all line item types.	$ 96.11
			Fee: 10.00% Applies to all line item types.	$ 1,196.18
			Grand Total:	**$13,158.01**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

General Engineering Contractors
13831 S.W. 59 ST., Suite 204
Miami, FL 33183
Tel: (305) 752-7742 Fax: (305) 752-7728

CHANGE ORDER #4R 3 11-30-18

TO: The Marker Group
ATTN: Samantha Vincenty
DATE: 10/30/2018

FROM: Robert Delgado

RE: Fairfield Inn & Colony Clubhouse

Description of Job: Cost associated with the removal of 295 LF OF 24" OR 30" Outfall Drainage Pipe (NOT SHOWN IN THE PLANS) 8' deep (4' under water) and backfill with rock #57 up to water table elevation and balance with excavated fill material. Filter Fabric to be installed on top of the rock to avoid fill above rock migrating down.

Materials	Unit	QTY	Rate		Subtotal
Rock #57	Tn	235	$ 21.70		$ 5,099.50
Non Woven Filter Fabric	Roll	1	$ 600.00		$ 600.00
				Sub-Total	**$ 5,699.50**
Equipments	Unit	QTY	Rate		Subtotal
Excavator 330	Hr	24	$ 90.00		$ 2,160.00
Loader	Hr	36	$ 54.90		$ 1,976.40
Walk Behind Compactor	Hr	24	$ 68.42		$ 1,642.00
				Sub-Total	**$ 5,778.40**
Work Force/Crew	Unit	QTY	Rate	Burden 40%	Subtotal
Foreman/Operator	HR	36	$ 45.00	$ 18.00	$ 2,268.00
Loader Operator	HR	24	$ 35.00	$ 14.00	$ 1,176.00
Laborer (2)	HR	72	$ 15.00	$ 6.00	$ 1,512.00
				Sub-Total	**$ 4,956.00**
				Total	**$ 16,433.90**
Tax 7%					$ 398.97
15% OHP					$ 2,524.93
1% Bond					$ 193.58
				Grand Total	**$ 19,551.37**

Approval Signature_____

Print Name & Title_____

Approval Date_____

Colony West
$ 11,730.82
31 00 10

MARKER
BUILD BETTER

PCCO #002

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #002: February Approved PCO's (#008Rev1, #009, #010, #011Rev1, #012Rev1, #14Rev1)

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida 33301
DATE CREATED:	2/21/2019	**CREATED BY:**	Sharlene Roca (The Marker Group, LLC)
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty (The Marker Group, LLC)	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	02/21/2019
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$48,629.43

DESCRIPTION:
February Approved PCO's (#008Rev1, #009, #010, #011Rev1, #012Rev1, #14Rev1)

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
008_Rev 1	Supply & Install Drainage System		$9,360.49
009	Water System (WSD)		$2,326.21
010	Temp Trailer Power & Electrical Connection -Colony West		$4,228.28
011_Rev 1	Underground Drainage Work		$27,689.97
012_Rev 1	Sediment Tank		$3,564.08
014_Rev 1	Reroute Water Line per RFI#28 Response		$1,460.40
		Total:	$48,629.43

CHANGE ORDER LINE ITEMS:

PCO # 008_Rev1 : Supply & Install Drainage System

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Supply & Install Drainage System	Other	$8,345.20
			Subtotal:	$8,345.20
			Insurance: 1.15% Applies to all line item types.	95.97
			Bond: 0.81% Applies to all line item types.	68.37
			Fee: 10.00% Applies to all line item types.	850.95
			Grand Total:	$9,360.49

MARKER
BUILD BETTER

PCCO #002

PCO # 009 : Water System (WSD)

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Relocate water service	Other	$2,073.90
			Subtotal:	$2,073.90
			Insurance: 1.15% Applies to all line item types.	23.85
			Bond: 0.81% Applies to all line item types.	16.99
			Fee: 10.00% Applies to all line item types.	211.47
			Grand Total:	$2,326.21

PCO # 010 : Temp Trailer Power & Electrical Connection -Colony West

#	Cost Code	Description	Type	Amount
1	22-00 10 - Plumbing	Sewer/Water Connection AKO (Inv#100)	Other	$2,841.30
2	26-00 10 - Electrical	Trailer Temp Power -Inv#6357	Other	$15,928.35
3	70-70 10 - General Conditions	Allowance	Other	($15,000.00)
			Subtotal:	$3,769.65
			Insurance: 1.15% Applies to all line item types.	43.35
			Bond: 0.81% Applies to all line item types.	30.89
			Fee: 10.00% Applies to all line item types.	384.39
			Grand Total:	$4,228.28

PCO # 011_Rev1 : Underground Drainage Work

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Daily Equipment Rental	Other	$19,106.54
2	33-10 00 - Water Utilities	Demobilization & Remobilization	Other	$5,580.00
			Subtotal:	$24,686.54
			Insurance: 1.15% Applies to all line item types.	283.90
			Bond: 0.81% Applies to all line item types.	202.26
			Fee: 10.00% Applies to all line item types.	2,517.27
			Grand Total:	$27,689.97

PCO # 012_Rev1 : Sediment Tank

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Sediment Tank	Other	$3,177.50
			Subtotal:	$3,177.50
			Insurance: 1.15% Applies to all line item types.	36.54
			Bond: 0.81% Applies to all line item types.	26.03
			Fee: 10.00% Applies to all line item types.	324.01
			Grand Total:	$3,564.08

PCO # 014_Rev1 : Reroute Water Line per RFI#28 Response

#	Cost Code	Description	Type	Amount
1	33-10 00 - Water Utilities	Reroute Water Liner per RFI#28 Response	Other	$1,302.00
			Subtotal:	$1,302.00
			Insurance: 1.15% Applies to all line item types.	14.97
			Bond: 0.81% Applies to all line item types.	10.67
			Fee: 10.00% Applies to all line item types.	132.76
			Grand Total:	$1,460.40

MARKER
BUILD BETTER

PCCO #002

The original (Contract Sum)	$8,193,853.00
Net change by previously authorized Change Orders	$12,506.74
The contract sum prior to this Change Order was	$8,206,359.74
The contract sum will be increased by this Change Order in the amount of	$48,629.43
The new contract sum including this Change Order will be	$8,254,989.17
The contract time will not be changed by this Change Order.	

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE 2/22/19 DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE 2/22/19 DATE

PCCO #003

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #003: April Approved PCO's #013_Rev2, 016, 017, 018, 019, 022

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale, Florida 33301
DATE CREATED:	4/12/2019	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	04/16/2019
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$97,788.59

DESCRIPTION:
April Approved PCO's #013_Rev2, 016, 017, 018, 019, 022

ATTACHMENTS:
PCO #022_Temporary Fencing & Windscreen_Colony West.pdf E-mail Approval_PCO #019_Cart Barn Only.pdf E-mail Approval_PCO#018_Comcast Conduits.pdf CW Work Authorization #04 - Signed.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
013_Rev 2	Time extension of 65 calendar days		$72,908.06
016	Install FPL Conduit for Primary Phase 1		$3,142.23
017	FPL Easement (Colony West)		$841.25
018	Comcast Conduits (Colony West)		$17,318.94
019	Short Circuit Survey -Cart Barn Only	0 days	$1,682.49
022	Temporary fencing & windscreen for the golf carts		$1,895.62
		Total:	$97,788.59

CHANGE ORDER LINE ITEMS:

PCO # 013_Rev2 : Time extension of 65 calendar days

#	Cost Code	Description	Type	Amount
1	70-70 10 - General Conditions	Time extension of 65 calendar days	Other	$65,000.00
			Subtotal:	$65,000.00
			Insurance: 1.15% Applies to all line item types.	747.50
			Bond: 0.81% Applies to all line item types.	532.55
			Fee: 10.00% Applies to all line item types.	6,628.01
			Grand Total:	**$72,908.06**

MARKER
BUILD BETTER.

PCCO #003

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach, Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood, Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale, Florida 33301

SIGNATURE **DATE**

MARKER
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PCO #013_Rev2

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #013_Rev2: Time extension of 65 calendar days

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	013_Rev2 / 2	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	1/15/2019
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$72,908.06

POTENTIAL CHANGE ORDER TITLE: Time extension of 65 calendar days

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #019 - Time extension of 65 calendar days
Time extension of 65 calendar days per the contract NTP issued on 9/21/18 for delays to the contract critical path work resulting in a new completion date of 06/05/20 per revised schedule update #006. This is a time extension of 65 calendar days at $1,000 per day per 5.1.2 listed in the contract.

An additional 28 days without liquidated damages will be granted as part of this change order.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	70-70 10 - General Conditions	Time extension of 65 calendar days	Other	$65,000.00
			Subtotal:	$65,000.00
			Insurance: 1.15% Applies to all line item types.	$747.50
			Bond: 0.81% Applies to all line item types.	$532.55
			Fee: 10.00% Applies to all line item types.	$6,628.01
			Grand Total:	**$72,908.06**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

MARKER
BUILD BETTER.

PCO #016

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #016: Install FPL Conduit for Primary Phase 1

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	016 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Hal Marcus **(Hatton Electric)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	2/12/2019
REFERENCE:	Hatton_CO#3107	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$3,142.23

POTENTIAL CHANGE ORDER TITLE: Install FPL Conduit for Primary Phase 1

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #022 - Install FPL Conduit for Primary Phase 1
Install FPL conduit for the primary Phase 1 (per the FPL provided sketch) underground work. FPL to provide materials for pickup and installation.

ATTACHMENTS:
FPL Layout 1.15.19.pdf Pages from PCO #009_FPL Primary Conduits - Phase 1_Fairfield.pdf

#	Cost Code	Description	Type	Amount
1	26-00 10 - Electrical	Install FPL Conduit for Primary Phase 1	Other	$2,801.40
			Subtotal:	$2,801.40
			Insurance: 1.15% Applies to all line item types.	$32.22
			Bond: 0.81% Applies to all line item types.	$22.95
			Fee: 10.00% Applies to all line item types.	$285.66
			Grand Total:	**$3,142.23**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE DATE

Sharlene Roca

From: Samantha Vincenty
Sent: Thursday, April 11, 2019 9:20 PM
To: Sharlene Roca
Subject: FW: Colony West - Comcast & ATT Conduits

Follow Up Flag: Follow up
Flag Status: Flagged

fyi

APPROVED

MARKER
SAMANTHA VINCENTY | PROJECT EXECUTIVE
226 SE 12th Avenue • Fort Lauderdale • FL 33301
954-767-9767 561-322-8725
markerfl.com

From: Ron Stein <Ron.Stein@tamarac.org>
Sent: Monday, April 8, 2019 9:14 AM
To: Samantha Vincenty <svincenty@markerfl.com>; Jerrica Delatorre (jerrica@ad1global.com) <jerrica@ad1global.com>; Jim Gamble (jglg1998@gmail.com) <jglg1998@gmail.com>
Cc: Thelma Fay <tfay@markerfl.com>
Subject: RE: Colony West - Comcast & ATT Conduits

All
The City is OK with PCO #18 Please proceed.
Ron

Ronald Stein
Sr. Project Manager | Public Services Department
(954) 597-3716 | www.tamarac.org
6011 Nob Hill Rd., Tamarac, FL 33321

TAMARAC
The City For Your Life

From: Samantha Vincenty <svincenty@markerfl.com>
Sent: Tuesday, March 12, 2019 2:46 PM
To: Jerrica Delatorre (jerrica@ad1global.com) <jerrica@ad1global.com>; Jim Gamble (jglg1998@gmail.com) <jglg1998@gmail.com>; Ron Stein <Ron.Stein@tamarac.org>
Cc: Thelma Fay <tfay@markerfl.com>
Subject: Colony West - Comcast & ATT Conduits

Jerrica/Ron

PCO #022

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #022: Temporary fencing & windscreen for the golf carts

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	022 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Kyle Davis **(Carlson Fence dba Florida Fence Rental)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/15/2019
REFERENCE:	Inv#F936-19	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$1,895.62

POTENTIAL CHANGE ORDER TITLE: Temporary fencing & windscreen for the golf carts

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #032 - Temporary fencing & windscreen for the golf carts
Temporary fencing & windscreen for the golf carts as requested per the City of Tamarac.

ATTACHMENTS:
Florida Fence_Inv#F936-19_CCCB.pdf

#	Cost Code	Description	Type	Amount
1	02-60 00 - Temporary Fence	Temporary fencing & windscreen for the golf carts as requested per the City of Tamarac	Other	$1,690.00
			Subtotal:	$1,690.00
			Insurance: 1.15% Applies to all line item types.	$19.44
			Bond: 0.81% Applies to all line item types.	$13.85
			Fee: 10.00% Applies to all line item types.	$172.33
			Grand Total:	**$1,895.62**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE **DATE**

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE **DATE**

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

FLORIDA FENCE RENTAL, INC.

8491 N.W. 64th Street • Miami, Florida 33166
Telephone: 305.593.6149 • 1.800.694.3013
Fax 305.477.5136

DELIVERY RECEIPT

TO: Marker Group

JOB: ~~Colony West~~ Fairfield Tamarac

PHONE:

FAX:

FLORIDA FENCE RENTAL, INC. HAS DELIVERED AND INSTALLED THE MATERIALS AS NOTED BELOW. THE CUSTOMER AGREES THAT ALL THE MATERIALS ARE IN GOOD CONDITION AND ASSUMES ALL RESPONSIBILITY FOR THE MATERIALS AS PER THEIR AGREEMENT WITH FLORIDA FENCE RENTAL, INC. THE MATERIALS INSTALLED ON THE ABOVE JOB ARE AS LISTED BELOW.

FENCE FABRIC:

ADD

QUANTITY	TYPE & HEIGHT
169'	6'H

Fence

RELOCATE
135' - 6'H

ADD

POSTS:

QUANTITY	TYPE & LENGTH
~~18~~	1 5/8
6	2 1/2

RELOCATE
POSTS - 12 - 1 5/8
POSTS - 2 - 2 1/2

GATES:

ADD 1- 6x4 Man Gate

QUANTITY	TYPE & HEIGHT
1	6x12 3

~~R/O~~ R/O Good
1 - 6x15 5

MISC:

QUANTITY	DESCRIPTION
Add → 316'	V. Block Blue

THE CUSTOMER AGREES THAT THE ABOVE INSTALLED QUANTITIES ARE TRUE AND CORRECT.

Signed: CRAIG BREINES

Company Name: Marker Construction

Date: 4-2-19

Border From NEBS CUSTOM™ printing service 1-800-866-6327 NEBS, Inc. Groton, MA 01471 www.nebs.com

Ref. No: G 428188649

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #004: May Approved PCO's #003Rev3, #006Rev1, #0021

TO:	**AD1 Tamarac Hotels, LLC** 1955 Harrison Street, Suite 200 Hollywood, Florida 33020	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale, Florida 33301
DATE CREATED:	4/30/2019	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West Prime Contract	**TOTAL AMOUNT:**	$51,019.75
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003_Rev 3	Rock Power - Additional Earthwork Items		$27,156.95
006_Rev 1	Colony West - Additional Costs for Delay		$11,175.43
021	Supply and Install Lighting for the Cart Barn Interior		$12,687.37
		Total:	$51,019.75

CHANGE ORDER LINE ITEMS:

PCO # 003_Rev3 : Rock Power - Additional Earthwork Items

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Haul off lake fill & stock pile contaminated soil. COT Portion of work is 62% split	Other	$24,211.34
			Subtotal:	$24,211.34
			Insurance: 1.15% Applies to all line item types.	278.43
			Bond: 0.81% Applies to all line item types.	198.37
			Fee: 10.00% Applies to all line item types.	2,468.81
			Grand Total:	**$27,156.95**

PCCO #004

PCO # 006_Rev1 : Colony West - Additional Costs for Delay

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Additional Surveying Costs for Earthwork Subcontractor	Other	$307.52
2	31-00 10 - Earthwork	Lost Time (Wages), Equipment Downtime and Equipment Demobilization & Re-mobilization for the Earthwork Subcontractor	Other	$9,655.75
			Subtotal:	$9,963.27
			Insurance: 1.15% Applies to all line item types.	114.58
			Bond: 0.81% Applies to all line item types.	81.63
			Fee: 10.00% Applies to all line item types.	1,015.95
			Grand Total:	**$11,175.43**

PCO # 021 : Supply and Install Lighting for the Cart Barn Interior

#	Cost Code	Description	Type	Amount
1	26-00 10 - Electrical	Supply and Install Lighting for the Cart Barn Interior	Other	$11,311.22
			Subtotal:	$11,311.22
			Insurance: 1.15% Applies to all line item types.	130.08
			Bond: 0.81% Applies to all line item types.	92.67
			Fee: 10.00% Applies to all line item types.	1,153.40
			Grand Total:	**$12,687.37**

The original (Contract Sum)	$8,193,853.00
Net change by previously authorized Change Orders	$158,924.76
The contract sum prior to this Change Order was	$8,352,777.76
The contract sum would be changed by this Change Order in the amount of	$51,019.75
The new contract sum including this Change Order will be	$8,403,797.51

The contract time will not be changed by this Change Order.

APPROVED CO AMOUNTS See PO Email from Ron S on 5/16/19

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach, Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood, Florida 33020

SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale, Florida 33301

SIGNATURE DATE

TAMARAC
The City For Your Life

COLONY WEST CLUBHOUSE and CART BARN

WORK AUTHORIZATION

DATE OF ISSUANCE: 4/18/19

WORK AUTHORIZATION NO.: 006

OWNER: CITY OF TAMARAC
7525 NW 88th Avenue
Tamarac, FL 33321-2401

CONTRACTOR: AD1 Tamarac Hotels, LLC
1955 Harrison St. Suite 200
Hollywood, FL 33020

IN COMPLIANCE WITH THE ABOVE REFERENCED CONTRACT, THE CONTRACTOR AND THE CITY DO BOTH HEREBY AGREE THAT THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES, ADDITIONS OR DELETIONS TO THE SCOPE OF WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS.

DESCRIPTION:			Amount	AIA Code
PCO#006 R1	NGVD Issue Delays	$	11,175.43	
	Delays , downtimd, Demobilization & remobilization due to NGVD vs. NAVD survaying issue.			
PCO#021	Supply general light fixtures for the Cart Barn	$	12,687.37	
	Supply all general light fixtures for the Cart Barn that were to be Owner supplied. Cost in Light Fixture Budget.			
		$	23,862.80	

PURPOSE OF WORK DIRECTIVE:
See attached PCO's for details and cost breakdowns.

OK
4/18/19

RECOMMENDED:	APPROVED:	APPROVED:
BY	BY	BY
Jack Stralm	Mark Mason	
Public Services Director	Finance Director	AD1 Tamarac Hotels, LLC
Date 4/18/19	Date 4/19/19	Date 4/29/19

MARKER
BUILD BETTER.

PCO #003_Rev3

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #003_Rev3: Rock Power - Additional Earthwork Items

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	003_Rev3 / 3	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Lazaro Diaz **(Rock Power Paving)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/25/2018
REFERENCE:	Rock Power Inv#3445	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$27,156.95

POTENTIAL CHANGE ORDER TITLE: Rock Power - Additional Earthwork Items

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #003 - Rock Power - Additional Earthwork Items
Line item #1 - Haul off lake fill & stockpile contaminated soil. COT Portion of work is 62% split.

ATTACHMENTS:
Rock Power TM Lake.pdf _PROPOS~1.PDF_

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Haul off lake fill & stock pile contaminated soil. COT Portion of work is 62% split	Other	$24,211.34
			Subtotal:	$24,211.34
			Insurance: 1.15% Applies to all line item types.	$278.43
			Bond: 0.81% Applies to all line item types.	$198.37
			Fee: 10.00% Applies to all line item types.	$2,468.81
			Grand Total:	$27,156.95

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

4/29/19
SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

4/29/19
SIGNATURE DATE

MARKER
BUILD BETTER.

PCO #006_Rev1

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #006_Rev1: Colony West - Additional Costs for Delay

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	006_Rev1 / 1	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Robert Delgado **(Rock Power Paving)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	11/16/2018
REFERENCE:	Rock Power, Estimated dated 10/30/18	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$11,175.43

City Work Authorization #6

POTENTIAL CHANGE ORDER TITLE: Colony West - Additional Costs for Delay

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #009 - Colony West - Additional Costs for Delay
COLONY WEST -
Per the delay letter issued on 10/24/18 for the Colony West Site upon confirmation that the site elevations were incorrectly noted as NAVD when they were in fact NGVD, attached are the costs for extended general conditions per the AIA contract for the delay from 10/24/18 through 11/26/18. Per the OAC meeting on 11/14/18 Suntech Engineering will be submitting the revised drawings and Marker Construction will proceed with the drawings while being approved by the City & the County. The drawings have already been preliminary reviewed with the City's engineering department. We have spoken with the site utility subcontractor and earthwork subcontractors and they will be able to fully re-mobilize to the site starting on Monday 11/26/18 due to the holiday next week.

Additional Surveying Costs for Earthwork Subcontractor $307.52
Lost Time (Wages), Equipment Downtime and Equipment Demobilization & Re-mobilization for the Earthwork Subcontractor $9,655.75

ATTACHMENTS:
Rock Power_Estimate Costs for Stopping.pdf

#	Cost Code	Description	Type	Amount
1	31-00 10 - Earthwork	Additional Surveying Costs for Earthwork Subcontractor	Other	$307.52
2	31-00 10 - Earthwork	Lost Time (Wages), Equipment Downtime and Equipment Demobilization & Re-mobilization for the Earthwork Subcontractor	Other	$9,655.75
			Subtotal:	$9,963.27
			Insurance: 1.15% Applies to all line item types.	$114.58
			Bond: 0.81% Applies to all line item types.	$81.63
			Fee: 10.00% Applies to all line item types.	$1,015.95
			Grand Total:	**$11,175.43**

MARKER
BUILD BETTER.

PCO #006_Rev1

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

4/29/19
SIGNATURE DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

4/26/19
SIGNATURE DATE

MARKER
BUILD BETTER.

PCO #021

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #021: Supply and Install Lighting for the Cart Barn Interior

TO:	AD1 Tamarac Hotels, LLC 1955 Harrison Street, Suite 200 Hollywood Florida, 33020	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	021 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West Prime Contract
REQUEST RECEIVED FROM:	Hal Marcus **(Hatton Electric)**	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/12/2019
REFERENCE:	Hatton COR#3129	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$12,687.37

POTENTIAL CHANGE ORDER TITLE: Supply and Install Lighting for the Cart Barn Interior

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #031 - Supply and Install Lighting for the Cart Barn Interior
Supply and install lighting for the Cart Barn interior as per the Hatton change order #3129.

ATTACHMENTS:
Cart Barn Owner Lights Rvd.pdf

#	Cost Code	Description	Type	Amount
1	26-00 10 - Electrical	Supply and Install Lighting for the Cart Barn Interior	Other	$11,311.22
			Subtotal:	$11,311.22
			Insurance: 1.15% Applies to all line item types.	$130.08
			Bond: 0.81% Applies to all line item types.	$92.67
			Fee: 10.00% Applies to all line item types.	$1,153.40
			Grand Total:	**$12,687.37**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

SIGNATURE DATE

AD1 Tamarac Hotels, LLC
1955 Harrison Street, Suite 200
Hollywood Florida 33020

SIGNATURE 4/29/19 DATE

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE 4/29/19 DATE

Exhibit "3"

PCCO #005

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Change Order #005: Colony West Clubhouse - Rev GMP

TO:	**City of Tamarac** 7525 NW 88th Avenue Tamarac, Florida 33321-2401	**FROM:**	**The Marker Group, LLC** The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale, Florida 33301
DATE CREATED:	5/30/2019	**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Samantha Vincenty **(The Marker Group, LLC)**	**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Country Club & Cart Barn at Colony West (PO#220701)	**TOTAL AMOUNT:**	$831,957.70

DESCRIPTION:
Revised budget for the Colony West Clubhouse & Bart Barn project to update the project GMP based on the following items / revisions in the scope and as per the attached marked up ID drawings & door schedule / storefront revisions & Restekc Rev#2 (various dates) MEP drawings:
Extended GC's included for an additional 30 days through 7/3/20. An additional 15 days without liquidated damages will be included to be added onto our previous agreed upon extension.

ATTACHMENTS:
VE ID drawings 05.22.19.pdf VE Storefront Dwgs.pdf Pavers.pdf 05.29.19rev10 GMPw Clarifications.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
025	Colony West Clubhouse - Rev GMP		$831,957.70
		Total:	$831,957.70

CHANGE ORDER LINE ITEMS:

PCCO #005

PCO # 025 : Colony West Clubhouse - Rev GMP

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Demolition Credit	Other	($15,740.00)
2	03-31 00 - Structural Concrete	Shell Buyout Add	Other	$169,530.00
3	04-22 00 - Concrete Unit Masonry	Eliminated Stone Cladding Credit	Other	($51,659.00)
4	05-50 00 - Misc. Metals	Misc Metals Add	Other	$5,212.00
5	06-40 00 - Architectural Woodwork	(2) Benches in Locker Rm	Other	$1,000.00
6	07-50 00 - Membrane Roofing	Roofing Add	Other	$51,230.00
7	07-10 00 - Waterproofing	Waterproofing Add	Other	$19,280.00
8	08-14 00 - Wood Doors & Frames	DFH Add	Other	$80,234.06
9	08-43 00 - Storefront Glass	Storefront Credit	Other	($48,637.00)
10	09-20 00 - Plaster & Gypsum Board	Drywall & Framing Add	Other	$240,865.00
11	09-50 00 - Acoustical Ceilings	ACT Add	Other	$10,000.00
12	09-54 00 - Specialty Ceilings	Wood Ceiling Deduct	Other	($52,500.00)
13	09-24 23 - Cement Stucco	Stucco Deduct	Other	($83,612.00)
14	09-63 00 - Resilient Flooring	Flooring Add	Other	$150,394.00
15	09-90 00 - Painting	Paint Add	Other	$67,609.00
16	10-44 00 - Fire Extinguishers(New)	Fire Extinguishers & Bathroom Accessories/Standard Prefabricated Stock Lockers	Other	$14,836.00
17	10-73 13 - Awnings	Aluminum Canopy	Other	$6,500.00
18	10-22 00 - Toilet Partitions	Operable Partition Credit	Other	($5,102.00)
19	12-36 00 - Countertops	Countertops	Other	$43,423.81
20	14-20 00 - Elevators	Elevators Add	Other	$2,706.00
21	14-10 00 - Dumbwaiters	Dumbwaiter Add	Other	$37,916.00
22	21-10 00 - Fire Suppression Systems	Fire Protection Add	Other	$9,633.34
23	22-00 10 - Plumbing	Plumbing& Fixtures Add	Other	$20,782.00
24	23-00 10 - H.V.A.C.	HVAC deduct	Other	($24,282.00)
25	26-00 10 - Electrical	Electrical & Light Fixtures Add	Other	$261,650.00
26	28-05 37 - BDA	BDA Allowance Credit	Other	($35,100.00)
27	26-56 13 - Site Lighting	Site Lighting Allowance Credit	Other	($33,980.00)
28	32-12 16 - Asphalt	Asphalt Credit	Other	($68,303.70)
29	32-14 00 - Unit Paving	Pavers Credit	Other	($34,592.00)
30	32-90 00 - Landscaping	Landscape & Irrigation Credit	Other	($22,929.00)
31	33-10 00 - Water Utilities	Site Utilities Credit	Other	($20,009.00)
32	01-10 00 - General Requirements	Management Costs Add	Other	$51,000.00
33	80-10 00 - General Liability Insurance	Insurance	Other	$17,987.19
34	81-00 30 - GC/CM Bond	Bond	Other	$16,050.00
35	91-00 00 - Contractor Fee	Fee	Other	$50,565.00
			Subtotal:	$831,957.70
			Grand Total:	**$831,957.70**

The original (Contract Sum)	$8,193,853.00
Net change by previously authorized Change Orders	$209,944.51
The contract sum prior to this Change Order was	$8,403,797.51
The contract sum would be changed by this Change Order in the amount of	$831,957.70
The new contract sum including this Change Order will be	$9,235,755.21

The contract time will not be changed by this Change Order.

PCCO #005

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach, Florida 33162

City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321-2401

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale, Florida 33301

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

PCO #025

Marker Construction Group
226 SE 12th Ave
Fort Lauderdale, Florida 33301
Phone: (954) 767-9767

Project: 2018-002 - Country Club & Cart Barn at Colony West
6800 NW 88th Avenue
Tamarac, Florida 33321

Prime Contract Potential Change Order #025: Colony West Clubhouse - Rev GMP

TO:	City of Tamarac 7525 NW 88th Avenue Tamarac Florida, 33321-2401	**FROM:**	The Marker Group, LLC The Marker Group, LLC. 226 SE 12th Ave Fort Lauderdale Florida, 33301
PCO NUMBER/REVISION:	025 / 0	**CONTRACT:**	1 - Country Club & Cart Barn at Colony West (PO#220701)
REQUEST RECEIVED FROM:		**CREATED BY:**	Sharlene Roca **(The Marker Group, LLC)**
STATUS:	Pending - In Review	**CREATED DATE:**	5/30/2019
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
		TOTAL AMOUNT:	$831,957.70

POTENTIAL CHANGE ORDER TITLE: Colony West Clubhouse - Rev GMP

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #041 - Colony West Clubhouse - Rev GMP
Revised budget for the Colony West Clubhouse & Bart Barn project to update the project GMP based on the following items / revisions in the scope and as per the attached marked up ID drawings & door schedule / storefront revisions & Restekc Rev#2 (various dates) MEP drawings:
Extended GC's included for an additional 30 days through 7/3/20. An additional 15 days without liquidated damages will be included to be added onto our previous agreed upon extension.

ATTACHMENTS:

05.29.19rev10 GMPw Clarifications.pdf _VE Storefront Dwgs.pdf _VE ID drawings 05.22.19.pdf _Pavers.pdf

#	Cost Code	Description	Type	Amount
1	02-40 00 - Demolition	Demolition Credit	Other	($15,740.00)
2	03-31 00 - Structural Concrete	Shell Buyout Add	Other	$169,530.00
3	04-22 00 - Concrete Unit Masonry	Eliminated Stone Cladding Credit	Other	($51,659.00)
4	05-50 00 - Misc. Metals	Misc Metals Add	Other	$5,212.00
5	06-40 00 - Architectural Woodwork	(2) Benches in Locker Rm	Other	$1,000.00
6	07-50 00 - Membrane Roofing	Roofing Add	Other	$51,230.00
7	07-10 00 - Waterproofing	Waterproofing Add	Other	$19,280.00
8	08-14 00 - Wood Doors & Frames	DFH Add	Other	$80,234.06
9	08-43 00 - Storefront Glass	Storefront Credit	Other	($48,637.00)
10	09-20 00 - Plaster & Gypsum Board	Drywall & Framing Add	Other	$240,865.00
11	09-50 00 - Acoustical Ceilings	ACT Add	Other	$10,000.00
12	09-54 00 - Specialty Ceilings	Wood Ceiling Deduct	Other	($52,500.00)
13	09-24 23 - Cement Stucco	Stucco Deduct	Other	($83,612.00)
14	09-63 00 - Resilient Flooring	Flooring Add	Other	$150,394.00
15	09-90 00 - Painting	Paint Add	Other	$67,609.00

PCO #025

16	10-44 00 - Fire Extinguishers(New)	Fire Extinguishers & Bathroom Accessories/Standard Prefabricated Stock Lockers	Other	$14,836.00
17	10-73 13 - Awnings	Aluminum Canopy	Other	$6,500.00
18	10-22 00 - Toilet Partitions	Operable Partition Credit	Other	($5,102.00)
19	12-36 00 - Countertops	Countertops	Other	$43,423.81
20	14-20 00 - Elevators	Elevators Add	Other	$2,706.00
21	14-10 00 - Dumbwaiters	Dumbwaiter Add	Other	$37,916.00
22	21-10 00 - Fire Suppression Systems	Fire Protection Add	Other	$9,633.34
23	22-00 10 - Plumbing	Plumbing& Fixtures Add	Other	$20,782.00
24	23-00 10 - H.V.A.C.	HVAC deduct	Other	($24,282.00)
25	26-00 10 - Electrical	Electrical & Light Fixtures Add	Other	$261,650.00
26	28-05 37 - BDA	BDA Allowance Credit	Other	($35,100.00)
27	26-56 13 - Site Lighting	Site Lighting Allowance Credit	Other	($33,980.00)
28	32-12 16 - Asphalt	Asphalt Credit	Other	($68,303.70)
29	32-14 00 - Unit Paving	Pavers Credit	Other	($34,592.00)
30	32-90 00 - Landscaping	Landscape & Irrigation Credit	Other	($22,929.00)
31	33-10 00 - Water Utilities	Site Utilities Credit	Other	($20,009.00)
32	01-10 00 - General Requirements	Management Costs Add	Other	$51,000.00
33	80-10 00 - General Liability Insurance	Insurance	Other	$17,987.19
34	81-00 30 - GC/CM Bond	Bond	Other	$16,050.00
35	91-00 00 - Contractor Fee	Fee	Other	$50,565.00
			Subtotal:	$831,957.70
			Grand Total:	**$831,957.70**

David Wallace (DLW Architect)
2020 NE 163rd Street
North Miami Beach Florida 33162

City of Tamarac
7525 NW 88th Avenue
Tamarac Florida 33321-2401

The Marker Group, LLC
The Marker Group, LLC. 226 SE 12th Ave
Fort Lauderdale Florida 33301

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Colony West

Estimate Summary

Marker Construction Group, CGC 0

REV 10
2019

Bid Date

Clubhouse & Cart Barn Combined

CSI #	DESCRIPTION	QTY	UT	UT $	2019 Revised Estimate VE REVISIONS
01-000	**GENERAL REQUIREMENTS**				
02-000	**SITE WORK**				**$ 1,626,456**
02-015	SITE COSTS - ALREADY CONTRACTED AS PART OF SITE WORK	1			0
02-122	Temp Fences & Gates		SEE ABOVE		0
02-125	Demolition	1	SEE ABOVE		
02-127	Street Protection, Signage & MOT Plan		SEE ABOVE		
02-128	Street Maintenance and Cleaning		SEE ABOVE		
02-500	Asphalt - Includes added asphalt @ eliminated pavers	1	SEE ABOVE		
02-510	Site Concrete	1	SEE ABOVE		
02-570	Pavement Markings		SEE ABOVE		
02-680	Earthwork		SEE ABOVE		
02-900	**Underground Utilities**	1			
02-902	Stormwater Drainage System		SEE ABOVE		
02-922	Domestic/Fire Water Service		SEE ABOVE		0
02-932	Fire Protection Water Service		SEE ABOVE		0
02-940	Sanitary Sewer Service		SEE ABOVE		0
02-968	Pavers - Reduce Pavers per Sketch by Ron S.	1	included above	27,599.00	27,599
02-972	Landscape and Irrigation	1	included above	306,148.45	306,148
02-974	Landscape		SEE ABOVE		0
02-976	Irrigation		SEE ABOVE		0
03-000	**CONCRETE**				**$ 1,301,084**
03-090	Structural Concrete	1		1,298,984.00	1,298,984
03-091	Extra Hoisting	1		2,100.00	2,100

04-000	**MASONRY**				**$ -**
04-000	Masonry Building Package - eliminate	1		51,659.00	51,659
04-125	Architectural Precast Stone - eliminate	1		(51,659.00)	-51,659
05-000	**METALS**				**$ 674,846**
05-150	Misc. Metals Complete	1	see below	248,867.00	248,867
	Prefab Metal Bldg	1		120,800.00	120,800
05-151	Elevator Hoist Beams	1	included		0
05-200	Chainlink at Cart Barn	1	included	17,899.00	17,899
05-300	OH Doors @ Cart Barn	1	included	18,280.00	18,280
05-600	Stair Railings - Exterior Only	1	included		0
05-700	Bollards& Chainlink Fencing @ Enclosure	1	included		0
05-800	Dumpster Gates & Generator Enclosure Gates	1	included		0
05-750	Structural LG Framing	1	see Div 9		0
05-800	Structural Steel	1	included		0
05-875	Mechanical Screen	1	included		0
05-900	Aluminum Railing (Exterior)	1	included		0
05-910	Cable Railing in lieu of Glass Railing - L shape & 2nd Floor	1	alw	43,500	43,500
05-920	Steel Stairs - Change to an L Shape	1	alw	32,500	32,500
05-930	Porte Cochere - Steel Portion Only	1	included	193,000	193,000
	Stair Nosings / Steel Support for Won Door & Vanity Supports	1	included		0
05-940	Louvers - Sunshades & Brackets	1	included		0
06-000	**WOOD & PLASTICS**				**$ 111,250**
06-100	Rough Carpentry	1		36,750.00	36,750
06-830	Finish Carpentry - Substrates Countertops, Misc Framing at Bar	1		73,500.00	73,500
06-950	Wood Paneling (1st & 2nd floor), Interlam Materials, Floating Bar Display Shelves	1	ELIMINATED		0
06-960	Built In Benches @ Locker Rm Showers - 2	2	alw	500.00	1,000
07-000	**THERMAL/MOISTURE PROTECTION**				**$ 225,913**
07-400	Insulation - open to air spaces / vermiculite - RFI?	1	alw	20,000	20,000
07-401	Roofing - TPO System- R19	1	ls	185,000	185,000
07-401	Waterproofing - (Clubhouse & Cart Barn	1	ls	20,913	20,913
08-000	**DOORS & WINDOWS**				**$ 510,717**
08-150	Doors/Frames/Hardware & Installation	1		151,031.06	151,031

08-175	Pneumatic Doors - Won Doors / Partitions	1		22,900.00	22,900
08-900	~~Glass Railing~~ - ELIMINATED	1		0.00	0
08-940	Storefront-**Non Rated, VE 7' Tall / No Transoms / Clear Anodized / Changes at Banquet Doors**	1		336,786.00	336,786
09-000	**FINISHES**				**$ 1,386,222**
09-050	Drywall and Framing Package	1		499,987.00	499,987
	Add: Metal Framing/Drywall for Added BDA Room/Framing at 1st Floor Single Door	1		1,200.00	1,200
09-051	Stucco - based on flat stucco ceiling (no joints every 8" @ Portecochere) / includes wirelath and stucco at all ceilings at the exterior. No scored lines - flat stucco with expansion joints as needed	1		376,538.00	376,538
09-051.1	Framing/Sheathing at Porte Cochere, Terraces- Previously w/ Div 9 Stucco			inc in Drywall/Framing	
09-061	Wood Ceilings - eliminated	1		0.00	0
09-060	ACT	1		inc in Drywall/Framing	0
09-360	**Flooring-** updated includes baseboard added/tile walls	1		286,737.00	286,737
09-360	Exterior Floor Tile - Eliminate	1		(35,000.00)	-35,000
09-360	Wall Tile- VE	inc above		(15,000.00)	0
09-360	Flooring & Base Tile- VE	inc above		(40,000.00)	0
09-360	LVT & Vinyl Base - supply & install	1		26,369.00	26,369
09-360	Add Traffic Coating at Exterior Eliminated Flor Tile	1		21,000.00	21,000
09-360	Sealed Concrete- Type T1 Floor Alw	1		3,500.00	3,500
09-360	Carpet - Install Only	1	alw	6,869.00	6,869
09-360	Carpet - Materials/Pad by Owner	1	alw	25,000.00	25,000
09-360	Epoxy Flooring@ 110 Kitchen, Banquet Kitchen, Ice Cooler/Freezer & Bar	1		27,663.00	27,663
09-360	Clear Sealed Concrete at EPX locations	1		3,000.00	3,000
09-500	Painting - need to vet/ no EFIS all painted - ceilings to be painted @underside	1		143,359.00	143,359
10-000	**SPECIALTIES**				**$ 70,432**
10-460	Canopies - not detailed on structural but assumed at door?	1	alw	6,500.00	6,500
10-975	Toilet & Bath Acc. - ASI brand included	1		8,034.00	8,034
10-976	Lockers - ASI brand - have 2 tier wood locker / stock	1	alw	6,100.00	6,100
10-980	Fire Extinguishers	1		1,798.00	1,798
	Back Lit Mirrors - City Alw $13,000		by Owner		
10-990	Operable Partitions - NEEDS OH STEEL / LOWER TO 15'	1		48,000.00	48,000

11-000	**EQUIPMENT**				**$**	**-**
11-176	Appliances/Kitchen Equipment		by OWNER			0
11-177	Dumbwaiter- to be selected by Owner /see 1/A436	1	see Div 14			0
11-179	Access Control		by OWNER			0
11-180	All FF&E (inc desks/millwork in Pro Shop)		by OWNER			0
12-000	**FURNISHINGS**				**$**	**43,424**
12-600	Window Treatments		by OWNER			0
12-800	Countertops w/ Subtops @ Vanity & Bar - VE / Standard Vanity Tops & Bar Top	1	ls	43,423.81		43,424
13-000	**SPECIAL CONSTRUCTION**				**$**	**-**
13-102	Green Wall	1	excluded			0
13-500	Recirculating Indoor Waterfall Fountain	1	excluded			0
13-600	Lightbox / OH Rack at Bar / Wine Rack/Cellar	1	excluded			0
14-000	**CONVEYANCE SYSTEMS**				**$**	**106,541**
14-100	Elevators	1		68,625		68,625
14-600	Trash Chutes - Dumb Waiter - to be eliminated?	1		37,916.00		37,916
15-000	**MECHANICAL**				**$**	**809,227**
15-300	Fire Protection	1		73,319.34		73,319
15-400	Plumbing	1		296,330.00		296,330
15-401	Plumbing Fixtures	1		32,900.00		32,900
15-500	H.V.A.C.	1		406,678.00		406,678
16-000	**ELECTRICAL**				**$**	**969,137**
16-050	Basic Electrical - includes cart barn	1		672,037.00		672,037
16-100	Light Fixtures - Int Ltg Alw - VE OPTION	1		166,000.00		166,000
16-100	Light Fixtures - Site Ltg Alw	1		121,020.00		121,020
16-101	BDA	1	ALW	48,180.00		48,180
	BDA - Eliminate BDA and provide infrastructure only	1	ALW	(38,100.00)		-38,100
SUBTOTAL					**$**	**7,835,250**
GENERAL CONDITIONS w/ 30 day delay						**506,332.00**
GENERAL LIABILITY INSURANCE					**$**	**95,928.19**
SUBTOTAL						**$8,437,509.72**

PERFORMANCE AND PAYMENT BONDS	$	77,407.00
FEE	$	510,895.00
GRAND TOTAL GC items only		$9,025,811.72
APPROVED PCCO's not included above:		
PCCO#001		$12,506.74
PCCO#002		$48,629.43
PCCO#003		$97,788.59
PCCO#004		$51,019.75
Total with PCCO's #1-4 above		$9,235,756.23
LANDSCAPE ADD PER REV#12 - Not included above		$43,814.17

CLARIFICATIONS ON THE VALUE ENGINEERING EXERCISE:

The Radius Stair & Glass Railings are being value engineered to a standard L shape metal stair with cable railings

The stone accents will be replaced with smooth stucco finish

The wood paneling & decorative screening eliminated and will be painted sheetrock

Sheetrock Ceilings in the Meeting Room, Proshop / Proshop Corridor, Restaurant and Banquet Rooms will be changed to an acoustical tile type ceiling as per the attached marked up ID drawings.

Storefront changes and modifications include the following: All storefront and doors will be 7'0", transoms will be eliminated, storefront type "R" in the banquet room is eliminated and will be painted sheetrock, clerestory windows in the banquet room and banquet corridor are eliminated, storefront doors in the banquet room will be changed to HM frames/Painted wood doors. Storefront doors and storefront will be non-rated.

Tile Flooring & Carpet Materials will be purchased and installed as part of this change order - materials to be value engineered along with a simplified install pattern in the main areas.

Lighting fixtures will be supplied and installed as part of this change order -lighting fixtures to be value engineered and lighting layout and qty's to be reviewed with the COT. All floor recessed lighting and led strip lighting is eliminated.

Countertops in the bathrooms will be a standard horizontal countertop - supplied and install included.

Bar countertop material to be granite, supply and install included.

Exterior ceilings will be stucco'd and painted slabs including at Porte Cochere (smooth stucco w/ expansion joints as required) - exterior plank type ceilings are eliminated.

Exterior floor tile has been eliminated - the 1st floor will be concrete slab and the 2nd floor will receive an traffic coating at the exterior

The smoke baffle shown as glass will be a drywall soffit

The wine cellar, floating bar display and lightbox with wine rack is eliminated.

The green wall and vertical wall fountain is eliminated.

The meeting room on the 1st floor will be made smaller with a single 4'0" door and a separate BDA will be added (metal frame/drywall) with a single door

Pavers have been reduced as per the attached sketch

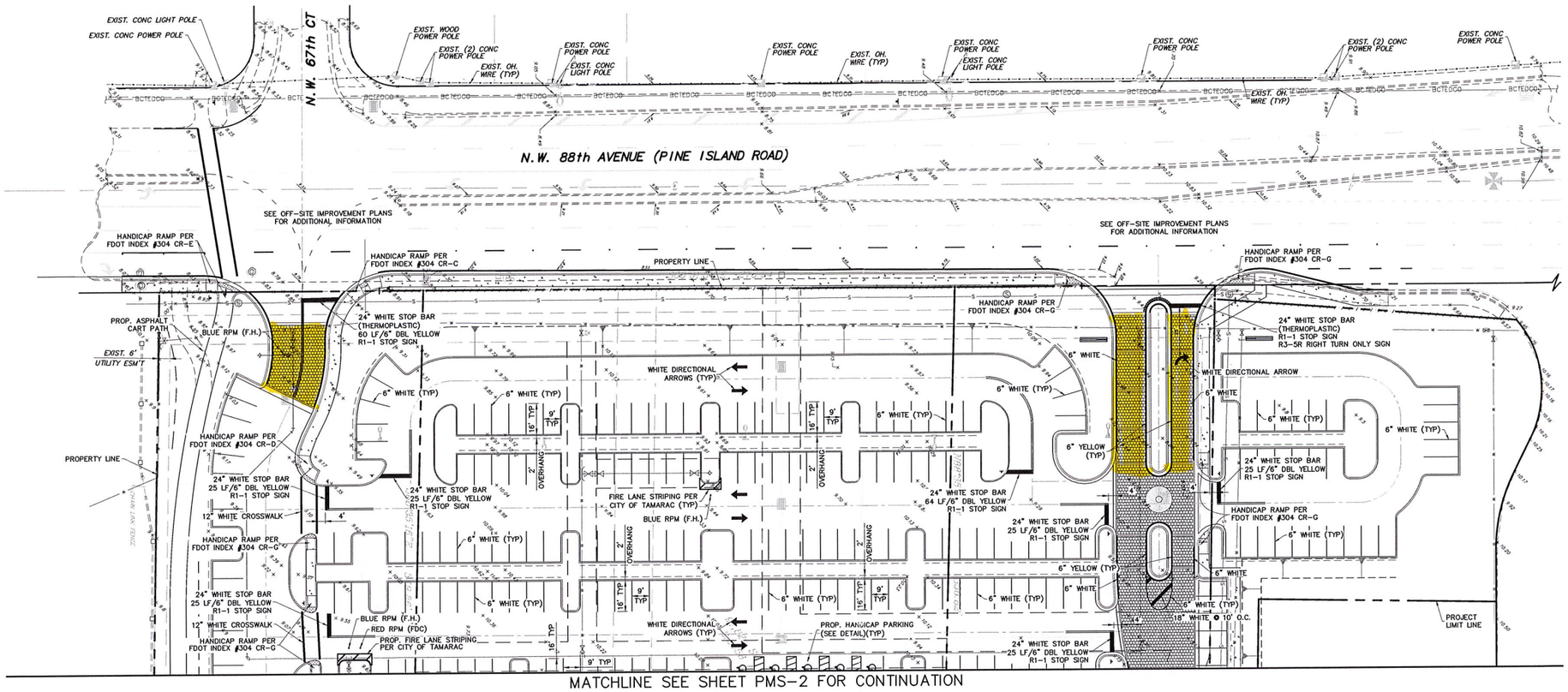
BDA allowance has been decreased based upon installing conduit rough-in and project not requiring a BDA system pending testing

Lockers are included as stock ASI or equal type lockers

Doors and hardware are VE'd as per the revised door schedule included,

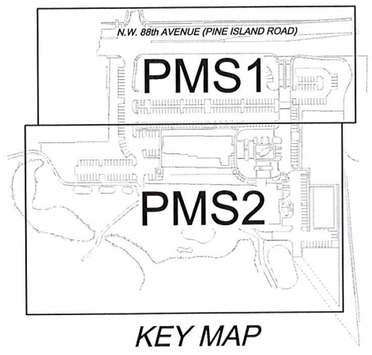
MEP Drawings Rev #2 -Electrical rev 2 dated 11/16/18, Fire Alarm rev 2 11/16/18, Fire Protection rev 2 8/3/18, Mechanical rev 2 11/15/18 and Plumbing rev 2 dated 11/16/18 included

Encoders rough-in including conduit /boxes to be performed by Encoders - Electrician to provide sleeves for encoders through fire rated walls



MATCHLINE SEE SHEET PMS-2 FOR CONTINUATION

PAVER LAYOUT FOR REVISED GMP PRICING - VE OPTION



KEY MAP

30 15 0 30 60

GRAPHIC SCALE
1" = 30'

NOTE:
1. ALL PROPOSED ELEVATIONS ARE IN N.A.V.D.(88)
2. ALL PAVEMENT MARKINGS SHALL BE PAINT UNLESS OTHERWISE NOTED.
3. ALL STRIPING WITHIN PUBLIC RIGHT-OF-WAY SHALL BE THERMOPLASTIC AND ALL PAVEMENT MARKING & SIGNAGE SHALL MEET OR EXCEED THE MOST STRINGENT M.U.T.C.D. (LATEST EDITION), F.D.O.T., BROWARD COUNTY TRAFFIC ENGINEERING, AND/OR CITY OF TAMARAC ENGINEERING STANDARDS.
4. PAVEMENT MARKINGS ON PAVERS SHALL BE 5730/5731 TAPE 3M OR EQUAL APPLIED WITH CONTACT CEMENT OR THERMOPLASTIC APPLIED TO A CONCRETE RIBBON SEALED WITH FDOT APPROVED SEALER.

Always call 811 two full business days before you dig
Sunshine811.com

FILE: K:\PROJECTS\16-xxx\16-3814\dwg\3814pms.dwg
PLOT DATE: 11/29/2018 3:28 PM BY: Andy Venneman
LAYOUT: [PMS1]

Sun-Tech Engineering, Inc.
Engineers • Planners • Surveyors
4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7002748 7019
Phone (954) 777-3123
Fax (954) 777-3114

REVISIONS

NO.	DATE	DESCRIPTION
1	8/6/18	REV PER CITY ENGINEER REVIEW

FAIRFIELD INN AND SUITES
COLONY CLUBHOUSE
TAMARAC, FLORIDA

PAVEMENT MARKING & SIGNAGE PLAN

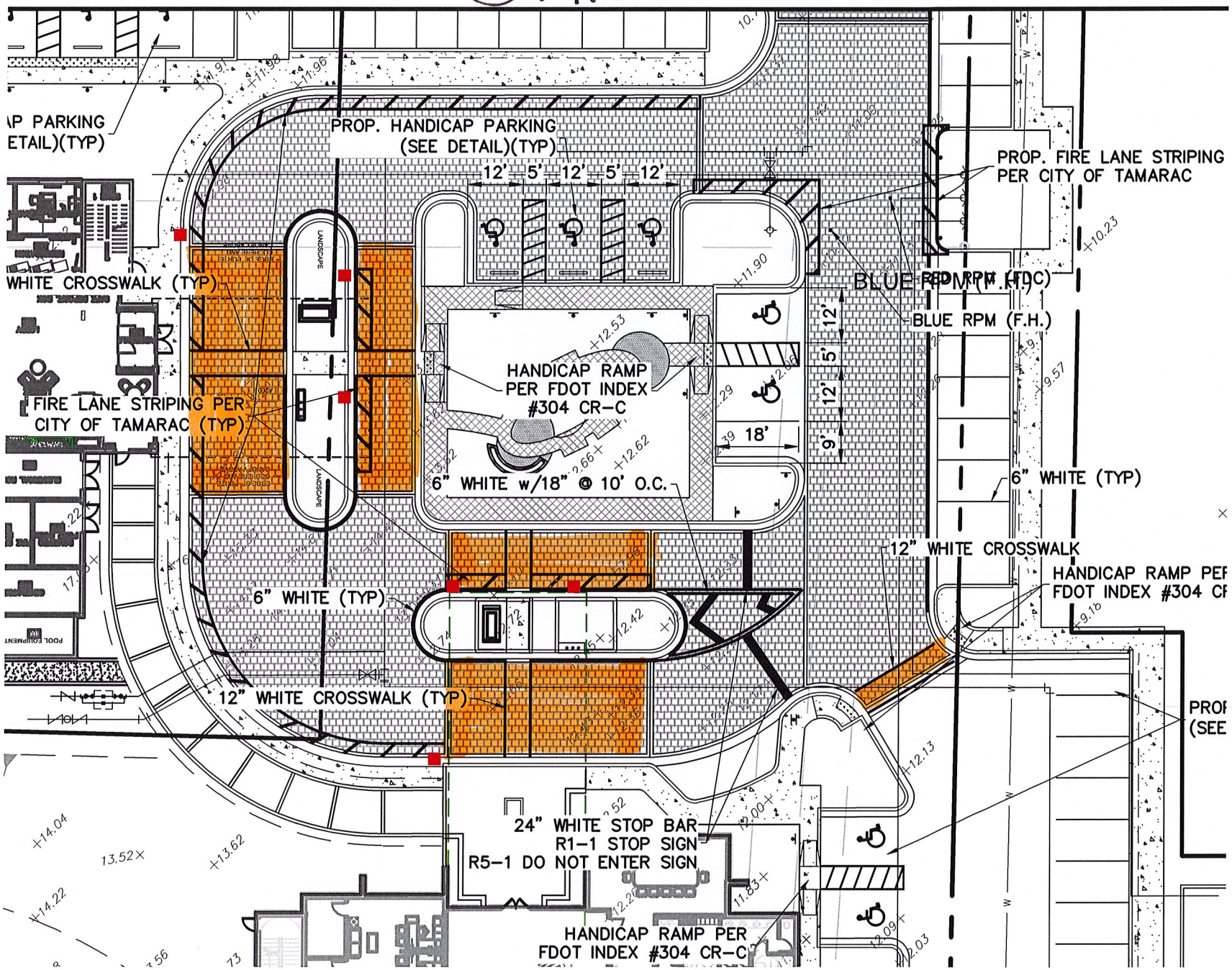
DATE: Nov. 2018
SCALE: 1" = 30'
DESIGNED BY: CRL
DRAWN BY: AV
JOB #: 16-3814

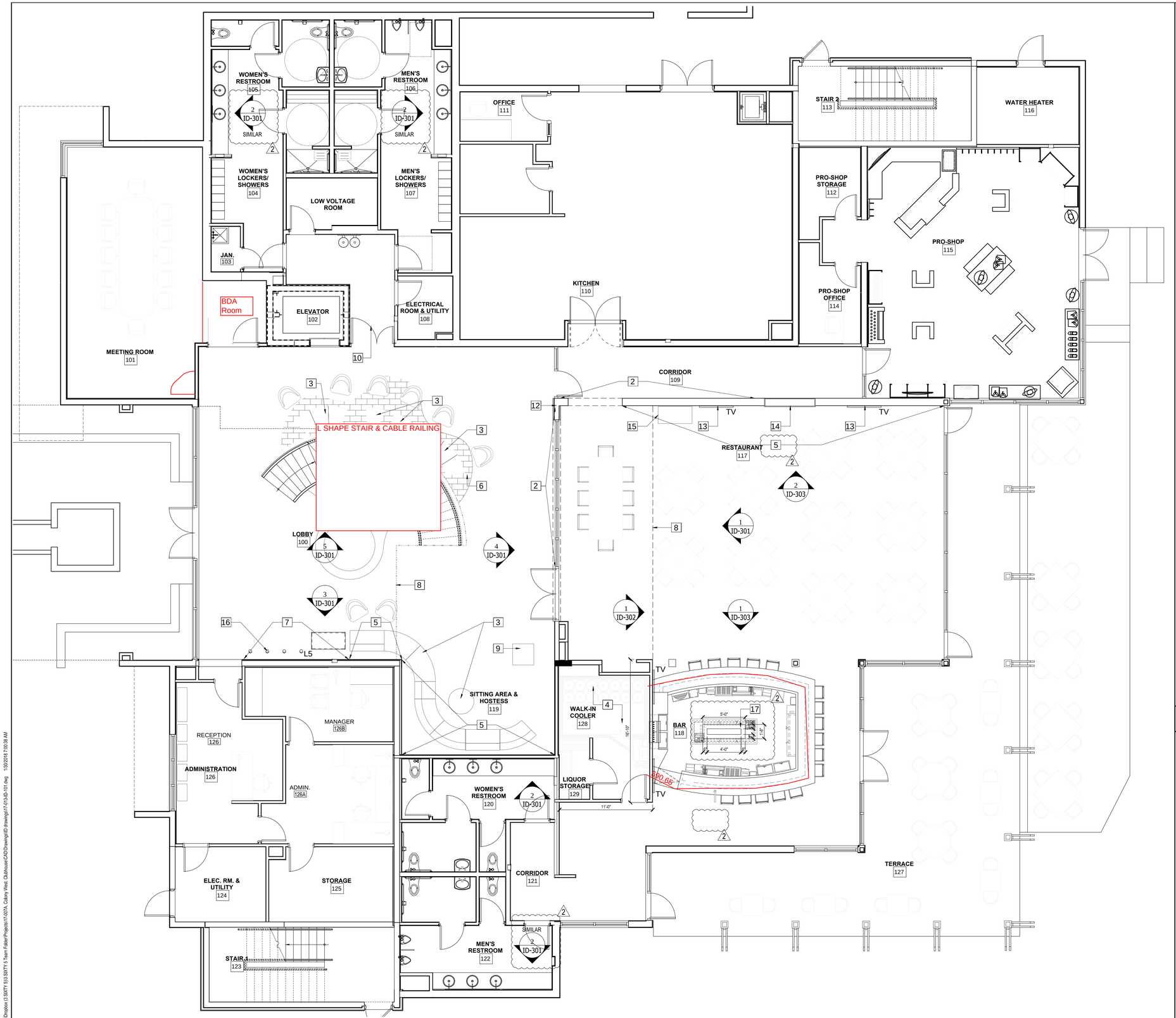
CLIFFORD R. LOUIAN
LICENSE
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: November 29, 2018

SHEET No.
PMS1

OPTION #2


AP PARKING
ETAIL)(TYP)
PROP. HANDICAP PARKING
(SEE DETAIL)(TYP)
12' 5' 12' 5' 12'
PROP. FIRE LANE STRIPING
PER CITY OF TAMARAC
WHITE CROSSWALK (TYP)
BLUE RPM (F.D.C)
BLUE RPM (F.H.)
HANDICAP RAMP
PER FDOT INDEX
#304 CR-C
FIRE LANE STRIPING PER
CITY OF TAMARAC (TYP)
6" WHITE w/18" @ 10' O.C.
18'
9'
12'
5'
12'
6" WHITE (TYP)
12" WHITE CROSSWALK
HANDICAP RAMP PEF
FDOT INDEX #304 CF
6" WHITE (TYP)
12" WHITE CROSSWALK (TYP)
PROF
(SEE
24" WHITE STOP BAR
R1-1 STOP SIGN
R5-1 DO NOT ENTER SIGN
HANDICAP RAMP PER
FDOT INDEX #304 CR-C
LANDSCAPE
LANDSCAPE
POOL EQUIPMENT



2 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

3 NOT USED

1 NOT USED.
2 PERFORATED WOOD PANELS.
3 GROUPED CURVED FURNITURE.
4 BUILT-IN BEER KEG REFRIGERATOR
5 CUSTOM WOOD PANEL SYSTEM.
6 HATCH DENOTES STONE FLOOR FINISH.
7 GREEN WALL SYSTEM WITH CATCH BASIN AT FLOOR. SEE ELEVATION 3/ID-301
8 DASHED LINE DENOTES CEILING ABOVE.
9 CHECK POINT STAND. PROVIDE FLOOR BOX FOR POWER AND DATA
10 EMERGENCY SMOKE DOORS.
11 VERTICAL WALL WATER FOUNTAIN.
12 WOOD FRAME. SEE INTERIOR ELEVATION.
13 50" WALL MOUNTED TV. SEE INTERIOR ELEVATIONS.
14 RECESSED DOUBLE SIDED GLASS WINE CELLAR. SEE INTERIOR ELEVATIONS.
15 SERVICE STATION. SEE FFE PACKAGE FOR MORE INFORMATION.
16 FLOOR RECESSED LIGHT FIXTURES. SEE ELECTRICAL DRAWINGS FOR MORE INFORMATION.
17 TRANSLUCENT LIGHT BOX FOR BOTTLE DISPLAY WITH LED LIGHT FIXTURE. SEE INTERIOR ELEVATIONS FOR MORE INFORMATION.

1 KEYNOTES

INTERIOR DESIGN PROJECT:

3 SIXTY 5
DESIGN STUDIO

HOLLYWOOD, FLORIDA 33020
PH.(954)9436001 (754)2040331
lidia@threesixtydesigns.com

PROJECT DESIGN

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ADACHE GROUP ARCHITECTS
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PH.(954) 525-8133 FAX.(954) 728-8159
E-MAIL: info@adache.com

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3440 NORTHEAST 12th AVENUE
OAKLAND PARK, FLORIDA 33334
PH.(954) 324-4730
E-MAIL: muntenweger@MUEngineers.com

MEP ENGINEERS
CONSULTING FAE
700 West Hillsboro Blvd. Building 1 Suite 204
Deerfield Beach, Florida
PH.(561) 391-9292
E-MAIL: dnoble@FAEConsulting.com

CIVIL ENGINEERS
DCES DIVERSIFIED - CONSTRUCTION & ENGINEER SERVICES
2295 NORTHWEST CORPORATE BOULEVARD, SUITE 125
BOCA RATON, FLORIDA 33431
PH.(561) 750-3717
E-MAIL: neal@dcesgroup.com

OWNER:
AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

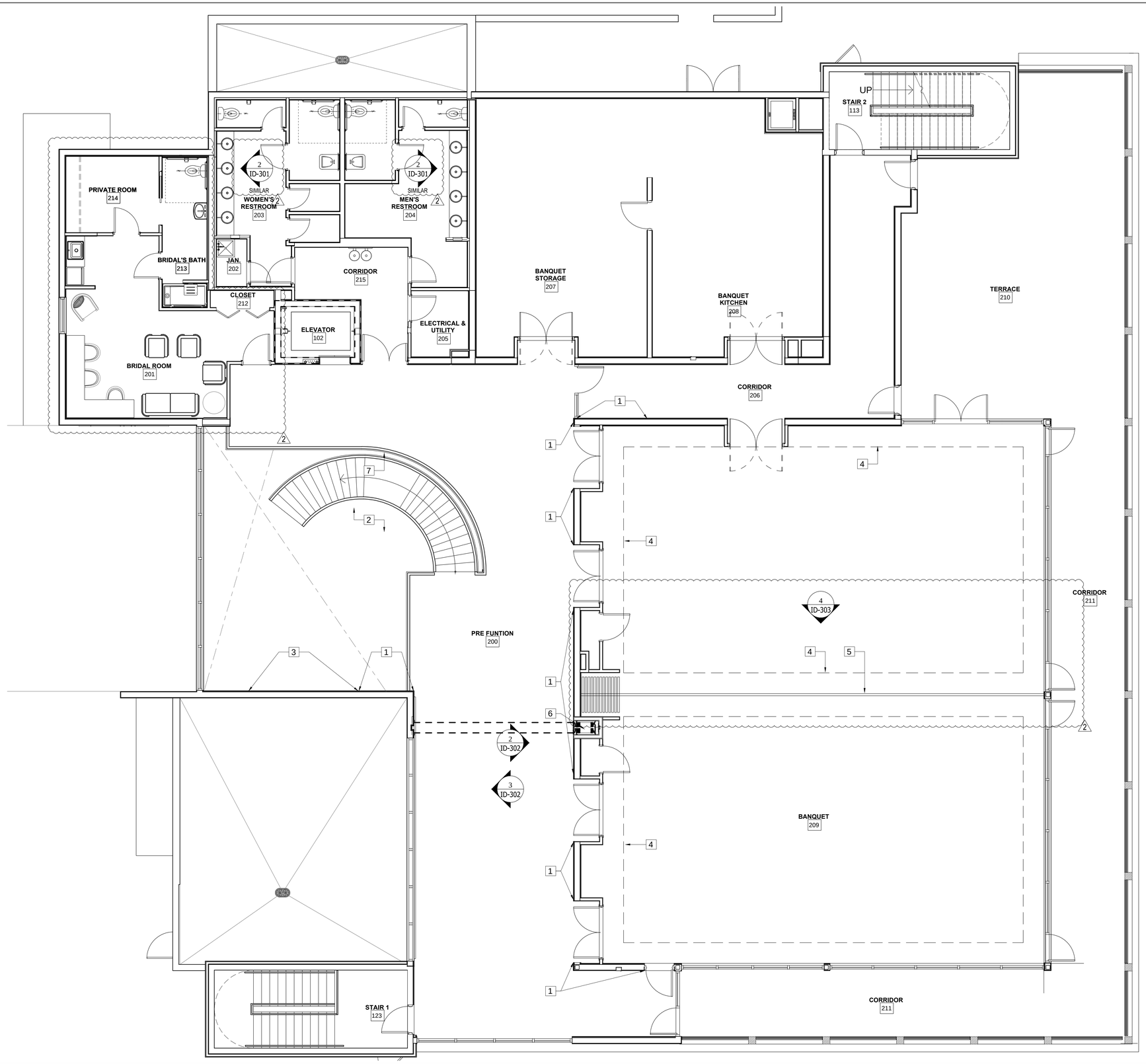
SHEET TITLE:
1ST FLOOR PLAN

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP VISUAL CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DATE: 06/14/17
SCALE: 1/4" = 1'-0"
DRAWN JJ
CHECKED LGS
JOB NO.: 17-013

SHEET NO.:
ID-101

C:\Users\JOHN\Dropbox (3 SIXTY 5)\3 SIXTY 5 Team Folder\Projects\17-013TA Colony West, Clubhouse\CAD\Drawings\ID drawings\17-013-ID-101.dwg 1/30/2018 7:00:38 AM



2 SECOND FLOOR PLAN

SCALE: 3/16" = 1'-0"

3 NOT USED

1 KEYNOTES

1. ~~CUSTOM WOOD PANEL SYSTEM.~~
2. HATCH DENOTES STONE FLOOR FINISH ON FIRST FLOOR.
3. ~~GREEN WALL SYSTEM.~~
4. DASHED LINE DENOTES CEILING ABOVE.
5. FOLDABLE PARTITION TRACK ABOVE.
6. WON DOOR SMOKE PARTITION SYSTEM.
7. ~~VERTICAL WATER FOUNTAIN. SEE INTERIOR ELEVATIONS FOR MORE~~ INFORMATION.

INTERIOR DESIGN PROJECT:

3 SIXTY 5

DESIGN STUDIO

HOLLYWOOD, FLORIDA 33020
PH.(954)43435001 (754)2040331
leila@leilagruenbergdesigns.com

PROJECT DESIGN

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ARCHITECTS
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AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

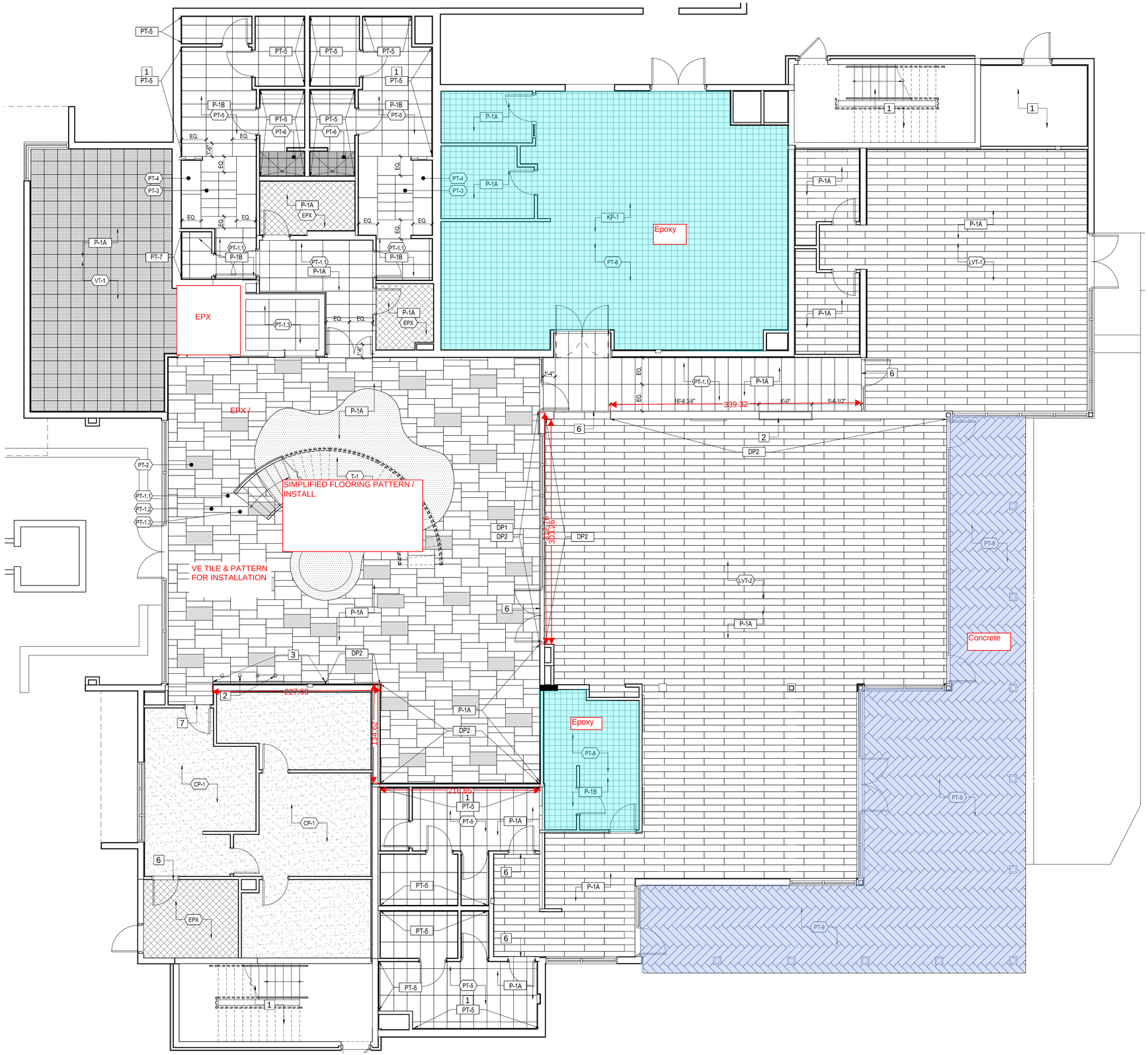
SHEET TITLE:
2ND FLOOR PLAN

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP
VISUAL
CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-102

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2 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

4 FLOOR PATTERN DETAIL
SCALE: 1/2" = 1'-0"

XXX — WALL FINISH SCHEDULE

SPEC #	DESCRIPTION	REMARK
P-1A	BENJAMIN MOORE: COLOR: TBD FINISH: EGGSHELL	
P-1B	BENJAMIN MOORE: COLOR: TBD FINISH: SATIN	
P-3A	BENJAMIN MOORE: COLOR: TBD FINISH: SEMI-GLOSS	
GL	CLEAR TEMPERED GLASS	
~~DP1~~	~~INTERLAM SCREENS STYLE: HSPVT - PAINTED COLOR: TBD~~	
~~DP2~~	~~CUSTOM WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK. #2-298/00/XP-12~~	~~ALL DP Finishes Eliminated- PAINTED SHEETROCK ONLY~~
~~DP3~~	~~INTERLAM SURFACES REDEFINED OVERLAY COLOR: TBD~~	
~~DP4~~	~~INTERLAM SURFACES REDEFINED OVERLAY HPL - COLOR: TBD~~	
WP1	MAHARAM WALL PAPER CATCH: 399560/004	
WP2	MAHARAM WALL PAPER DUNE: 399564	
WP3	WALL PAPER ARTE PRISMA AURORA: 671164	
PT-5	SAME AS FLOOR TILE PT-5	FLOOR TO CEILING TILE U.N.O.
KP-1	KITCHEN WALL PANELING: FIBERLITE FRP EMBOSSED WHITE SHEET.	

XX-XX — FLOOR FINISH SCHEDULE

SPEC #	DESCRIPTION	REMARK
PT-1	MARVEL MOON ONYX MATT - ATLAS CONCORDE (PT-1.1: 18"x36") (PT-1.2: 8"x36") (PT-1.3: 12"x24")	SEE FW ARDER PATTERN [ALL FLOOR TILE - VE'd
PT-2	MARVEL MOON ONYX LAPPATO - ATLAS CONCORDE SIZE: 18" x 36"	
PT-3	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 12" x 24"	
PT-4	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 30,5" x 59"	
PT-5	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 18" x 36"	
PT-6	ROOM PORCELAIN TILE - MOSAICO Q SIZE: 12" x 12"	
PT-7	AP10 SAIL MATTE - DALTILE SIZE: 6" x 16"	
PT-8	~~OT03 ASHEN GRAY - DALTILE SIZE: 8" x 8"~~	Epoxy Floor
PT-9	~~SD 86 GRAVEL ROAD XT - DALTILE SIZE: 6" x 36"~~	Concrete - 1st Floor
PT-10	ROOM PORCELAIN TILE CORD, ACANTHE - ATLAS CONCORDE-SIZE: 12" x 24"	
T-1	FINISH TBD	ORGANIC SHAPE
VT-1	PROCEDO FLOORING GMIL COLOR MILAN SIZE: 18"x18"	
EPX	EPOXY PAINT	
LVT-1	SHAW CONTRACT GROUP: QUIET COVER COTTONWOOD SIZE: 7.28" x 47.72"	ALL Floor to be VE'd
LVT-2	SHAW CONTRACT GROUP: QUIET COVER URBAN ASH SIZE: 7.28" x 47.72"	
CP-1	SHAW CONTRACT GROUP:TURNKEY DIVIDE 5A065 SIZE: BROADLOOM	
CP-2	SHAW CONTRACT GROUP: ETHEREAL BEAUTY LUSH TILE ASHLAR SIZE: 18" x 36"	
CP-3	SHAW CONTRACT GROUP: ETHEREAL BEAUTY FLORA FIELD SIZE: BROADLOOM	

3 FINISH SCHEDULES

1. EXPOSED CONCRETE.
2. FLOOR RECESSED LIGHT FIXTURE (TYPICAL OF 4). SEE FLOOR PLAN AND LIGHTING PACKAGE FOR MORE INFORMATION.
3. GREEN WALL SYSTEM.
4. BUILT-IN WINE STORAGE. SEE INTERIOR ELEVATIONS FOR MORE INFORMATION.
5. WALL TILE BEHIND RESTROOM VANITY UP TO 40" A.F.F.F. WITH AN ALUMINUM SCHLUTER QUADEC END TRIM.
6. FLOOR TRANSITION FROM LVT TO TILE. ALUMINUM SCHLUTER RENO-U. TYP.
7. FLOOR TRANSITION FROM TILE TO CARPET. ALUMINUM SCHLUTER SCHIEN TYP.

1 KEYNOTES

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3 SIXTY 5
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E-MAIL: neal@dcesgroup.com

OWNER:
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1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

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REVISIONS:

No.	DATE	REMARKS
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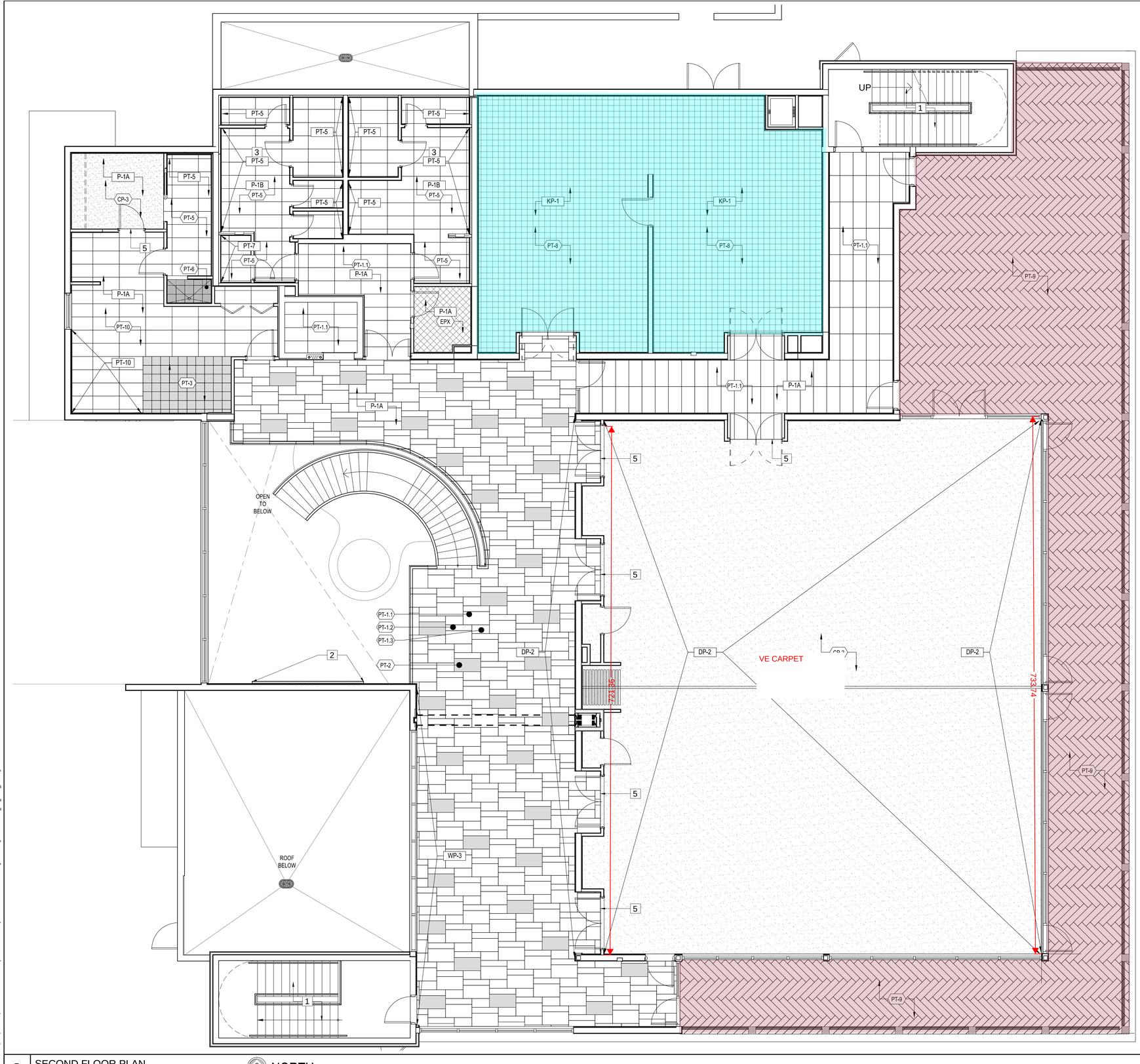
SHEET TITLE:
1ST FLOOR FINISH PLAN

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DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-103

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2 SECOND FLOOR PLAN

SCALE: 3/16" = 1'-0"

NORTH

XXX	WALL FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-1A	BENJAMIN MOORE: COLOR: TBD FINISH: EGGSHELL	
P-1B	BENJAMIN MOORE: COLOR: TBD FINISH: SATIN	
P-3A	BENJAMIN MOORE: COLOR: TBD FINISH: SEMI-GLOSS	
GL	CLEAR TEMPERED GLASS	
DP1	INTERLAM SCREENS STYLE: HSPVT - PAINTED COLOR: TBD	
DP2	CUSTOM WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK, #2-298/00/XP-12	
DP3	INTERLAM SURFACES REDEFINED OVERLAY COLOR: TBD	
DP4	INTERLAM SURFACES REDEFINED OVERLAY HPL - COLOR: TBD	
WP1	MAHARAM WALL PAPER CATCH: 399560/004	
WP2	MAHARAM WALL PAPER DUNE: 399564	
WP3	WALL PAPER ARTE PRISMA AURORA: 671164	
PT-5	SAME AS FLOOR TILE PT-5	FLOOR TO CEILING TILE U.N.O.
KP-1	KITCHEN WALL PANELING: FIBERLITE FRP EMBOSSED WHITE SHEET.	

XX-XX	FLOOR FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
PT-1	MARVEL MOON ONYX MATT - ATLAS CONCORDE (PT-1.1: 18"x36") (PT-1.2: 8"x36") (PT-1.3: 12"x24")	SEE ENLARGED PATTERN DETAIL 4/ID-103
PT-2	MARVEL MOON ONYX LAPPATO - ATLAS CONCORDE SIZE: 18" x 36"	
PT-3	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 12" x 24"	
PT-4	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 30.5" x 59"	
PT-5	ROOM PORCELAIN TILE - ATLAS CONCORDE SIZE: 18" x 36"	
PT-6	ROOM PORCELAIN TILE - MOSAICO Q SIZE: 12" x 12"	
PT-7	AP10 SAIL MATTE - DALTILE SIZE: 6" x 16"	
PT-8	~~OT03 ASHEN GRAY - DALTILE SIZE: 8" x 8"~~ Epoxy	
PT-9	~~SD 86 GRAVEL ROAD XT - DALTILE SIZE: 6" x 36"~~ Traffic coating @ 2nd Fl	
PT-10	ROOM PORCELAIN TILE CORD. ACANTHE - ATLAS CONCORDE-SIZE: 12" x 24"	
T-1	FINISH TBD	ORGANIC SHAPE
VT-1	PROCEDO FLOORING GMIL COLOR MILAN SIZE: 18"x18"	
EPX	EPOXY PAINT	
LVT-1	SHAW CONTRACT GROUP: QUIET COVER COTTONWOOD SIZE: 7.28" x 47.72"	
LVT-2	SHAW CONTRACT GROUP: QUIET COVER URBAN ASH SIZE: 7.28" x 47.72"	
CP-1	SHAW CONTRACT GROUP:TURNKEY DIVIDE 5A065 SIZE: BROADLOOM	
CP-2	SHAW CONTRACT GROUP: ETHEREAL BEAUTY LUSH TILE ASHLAR SIZE: 18" x 36"	
CP-3	SHAW CONTRACT GROUP: ETHEREAL BEAUTY FLORA FIELD SIZE: BROADLOOM	

3 FINISH SCHEDULES

1. EXPOSED CONCRETE.
2. GREEN WALL SYSTEM.
3. WALL TILE BEHIND RESTROOM VANITY UP TO 40" A.F.F.F. WITH AN ALUMINUM SCHLUTER QUADEC END TRIM.
4. FLOOR TRANSITION FROM LVT TO TILE. ALUMINUM SCHLUTER RENO-U. TYP.
5. FLOOR TRANSITION FROM TILE TO CARPET. ALUMINUM SCHLUTER SCHIEN TYP.

1 KEYNOTES

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OWNER:
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1955 HARRISON ST., SUITE # 200
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PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

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DATE:

REVISIONS:

No.	DATE	REMARKS
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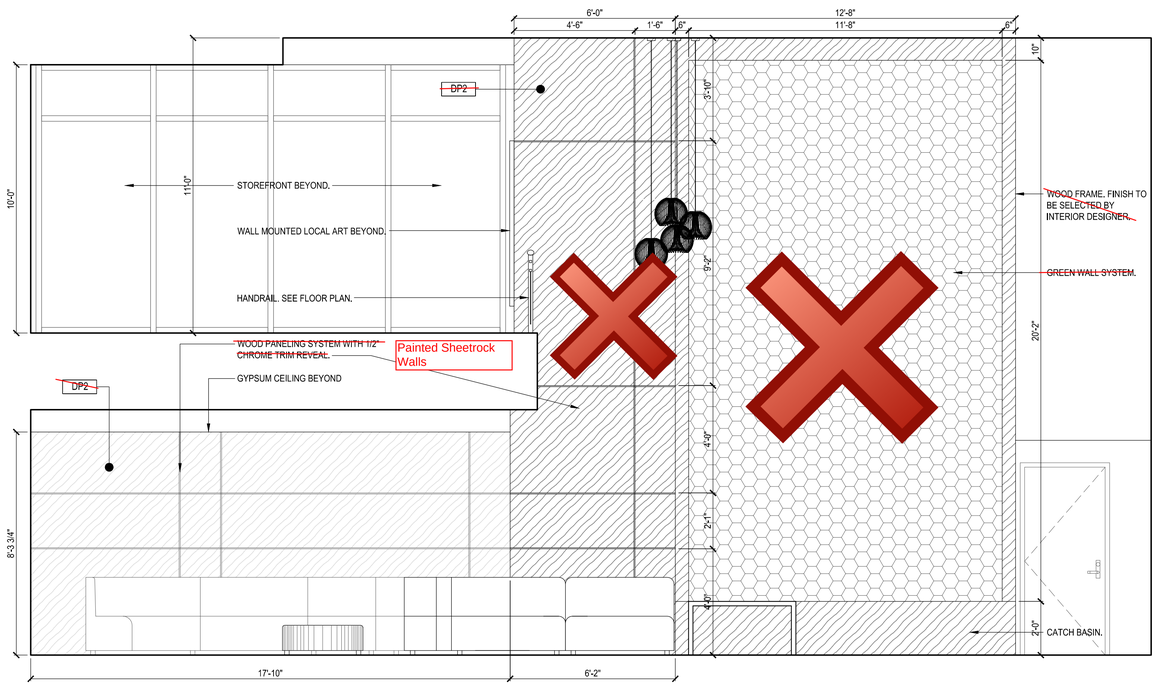
SHEET TITLE:
2ND FLOOR FINISH PLAN

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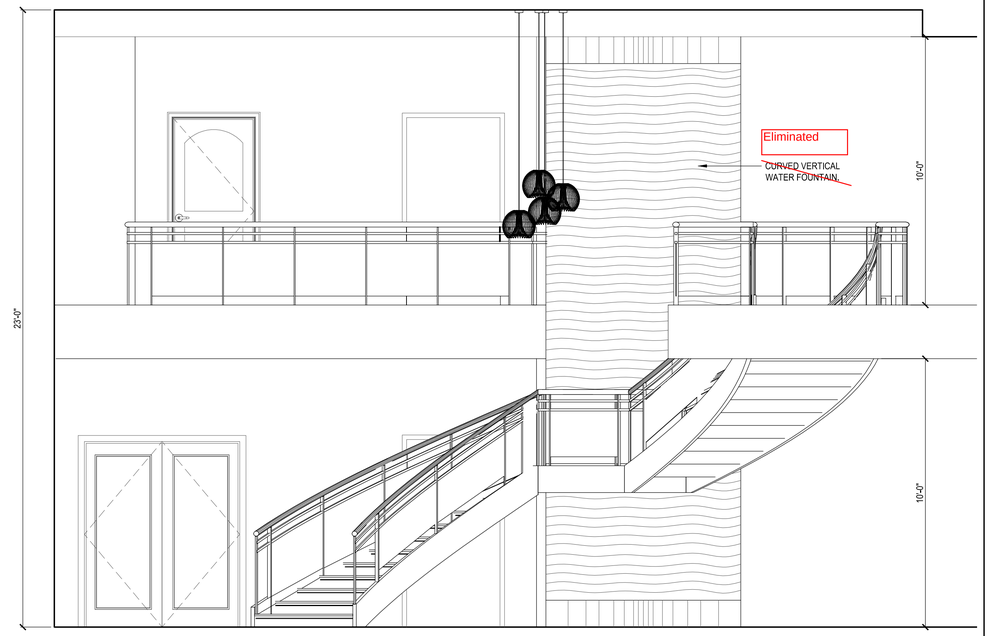
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SHEET NO.:
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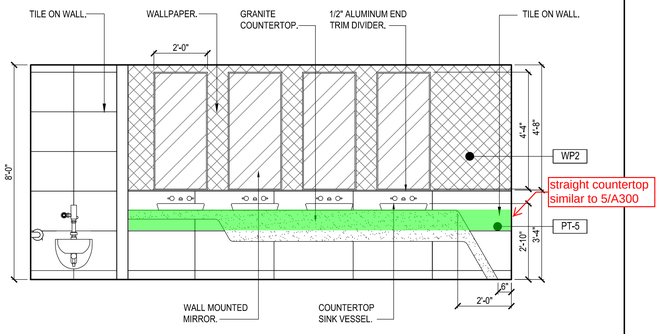
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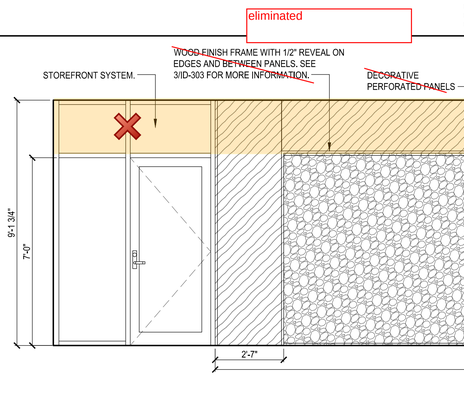
3 LOBBY INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



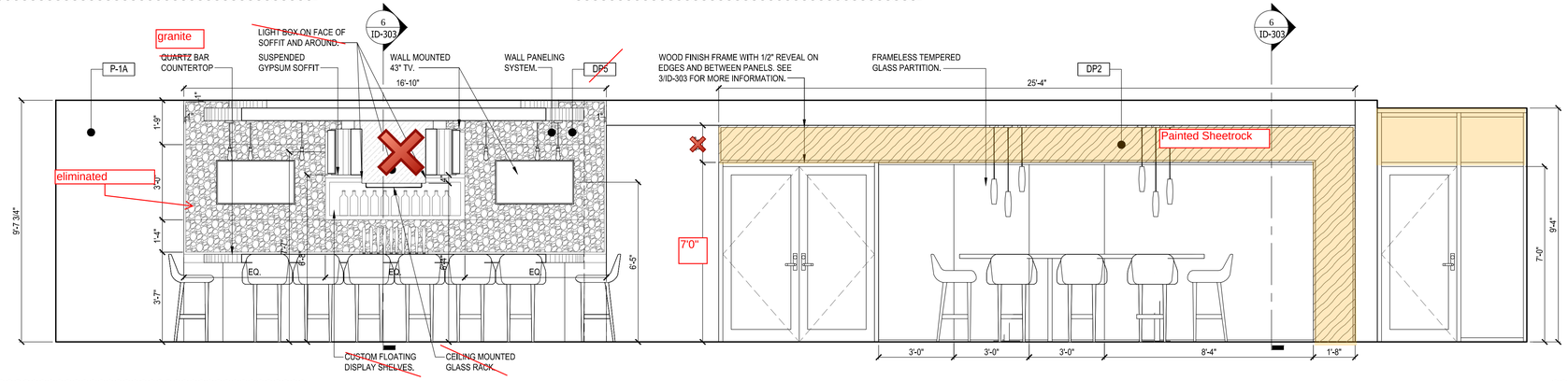
5 LOBBY INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



2 RESTROOM INTERIOR ELEVATION (TYPICAL)
SCALE: 3/8" =1'-0"



4 LOBBY INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



1 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"

XXX	WALL FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-1A	BENJAMIN MOORE: COLOR: TBD FINISH: EGGSHELL	
P-1B	BENJAMIN MOORE: COLOR: TBD FINISH: SATIN	
P-3A	BENJAMIN MOORE: COLOR: TBD FINISH: SEMI-GLOSS	
GL	CLEAR TEMPERED GLASS	
DP1	INTERLAM SCREENS STYLE: HSPVT - PAINTED COLOR: TBD	
DP2	CUSTOM WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK. #2-298/00/XP-12	
DP3	INTERLAM SURFACES REDEFINED OVERLAY COLOR: TBD	
DP4	INTERLAM SURFACES REDEFINED OVERLAY HPL - COLOR: TBD	
DP5	INTERLAM SCREENS STYLE: HSVCT - PAINTED COLOR: TBD	INNER PAINTED : ALUMINUM OUTER PAINTED: TBD
WP1	MAHARAM WALL PAPER CATCH: 399560/004	
WP2	MAHARAM WALL PAPER DUNE: 399564	
WP3	WALL PAPER ARTE PRISMA AURORA: 671164	
PT-5	SAME AS FLOOR TILE PT-5	FLOOR TO CEILING TILE U.N.O.
KP-1	KITCHEN WALL PANELING: FIBERLITE FRP EMBOSSED WHITE SHEET.	

6 WALL FINISH SCHEDULE

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PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
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DATE:

REVISIONS:

No.	DATE	REMARKS
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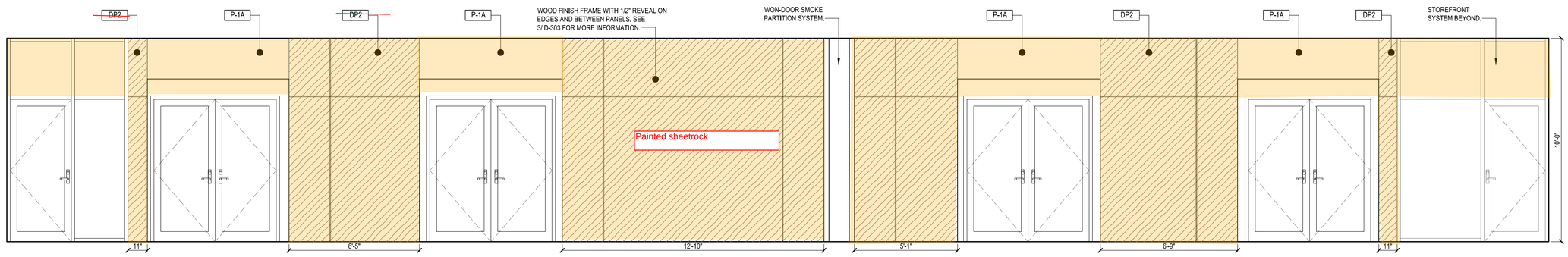
SHEET TITLE:
INTERIOR ELEVATIONS

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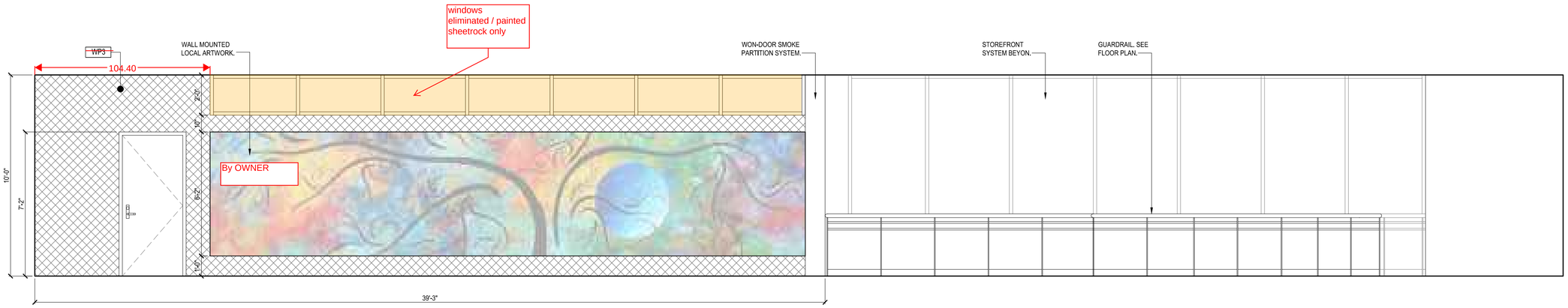
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ID-301

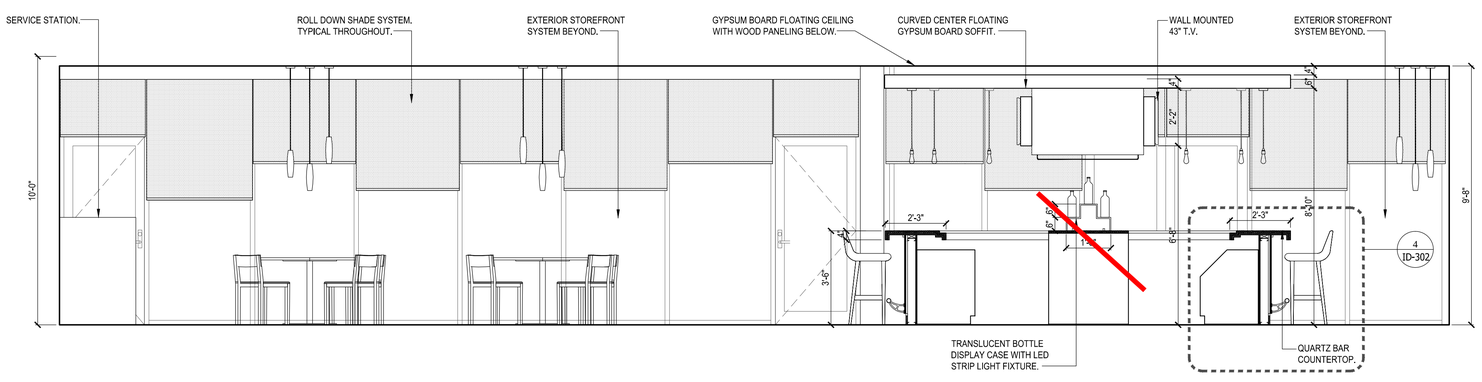
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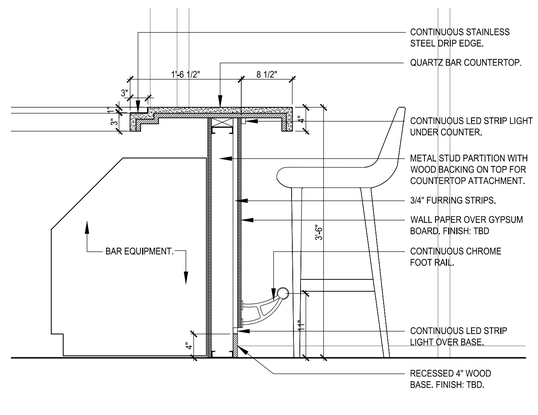
3 2ND FLOOR PRE-FUNCTION INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



2 2ND FLOOR PRE-FUNCTION INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



1 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



4 ENLARGED BAR SECTION DETAIL
SCALE: 1" =1'-0"

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AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

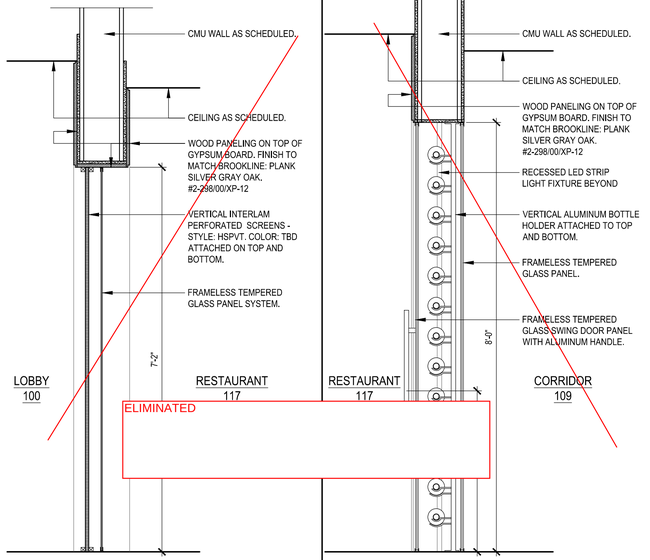
No.	DATE	REMARKS
2	01/25/2018	COORDINATION

SHEET TITLE:
INTERIOR ELEVATIONS

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP VISUAL
CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

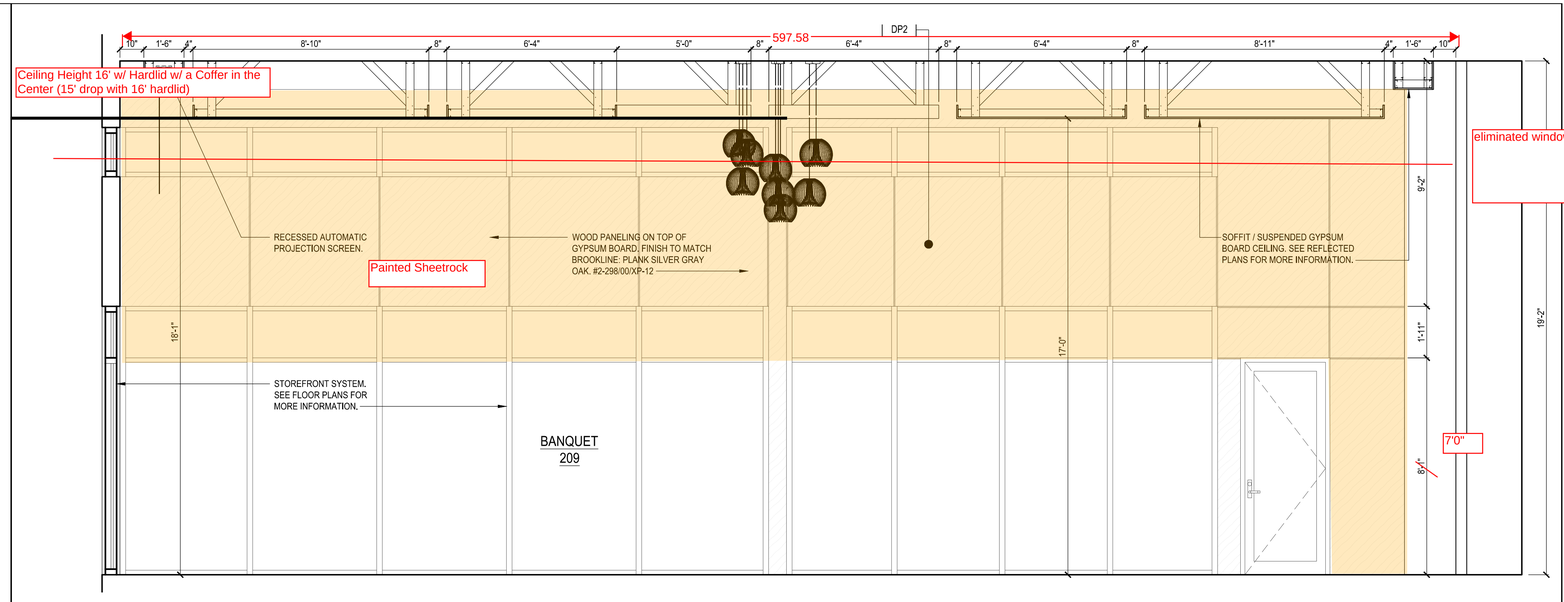
DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-302



6 WOOD FRAME SECTION DETAIL
SCALE: 3/4" =1'-0"

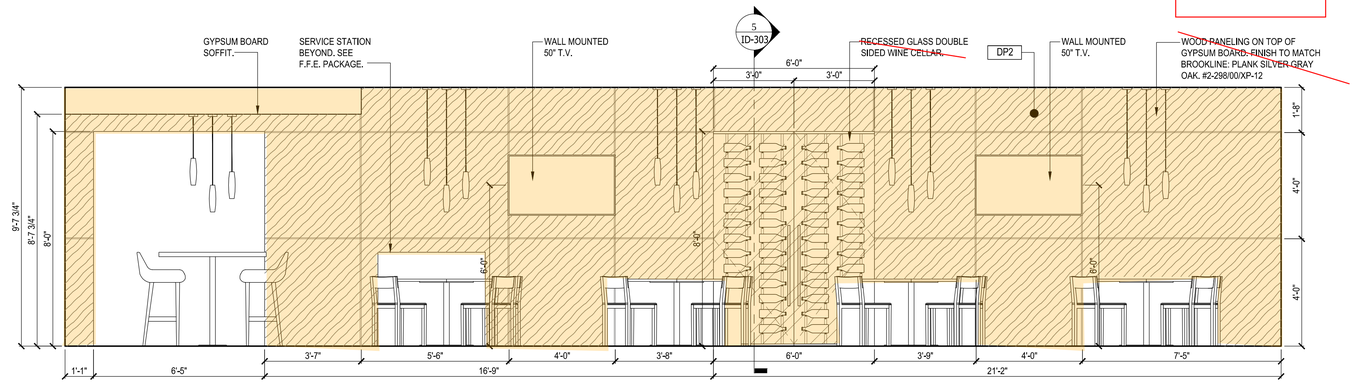
5 WINE CELLAR SECTION DETAIL
SCALE: 3/4" =1'-0"



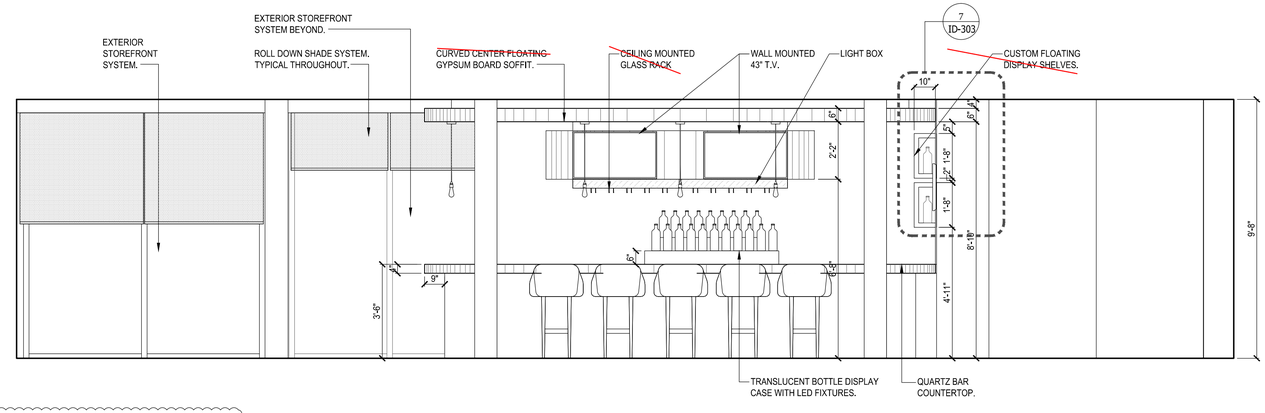
4 BANQUET INTERIOR ELEVATION
SCALE: 3/8" =1'-0"

All wood paneling eliminated

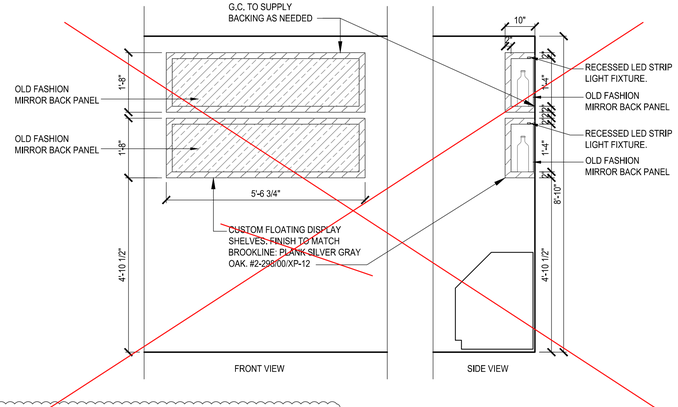
3 WOOD PANELING REVEAL DETAIL (TYP.)
SCALE: 1-1/2" =1'-0"



2 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



1 RESTAURANT INTERIOR ELEVATION
SCALE: 3/8" =1'-0"



ELIMINATED

7 FLOATING BAR DISPLAY SHELVES
SCALE: 3/8" =1'-0"

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INTERIOR DESIGN PROJECT:

3 SIXTY 5
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OWNER :
AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

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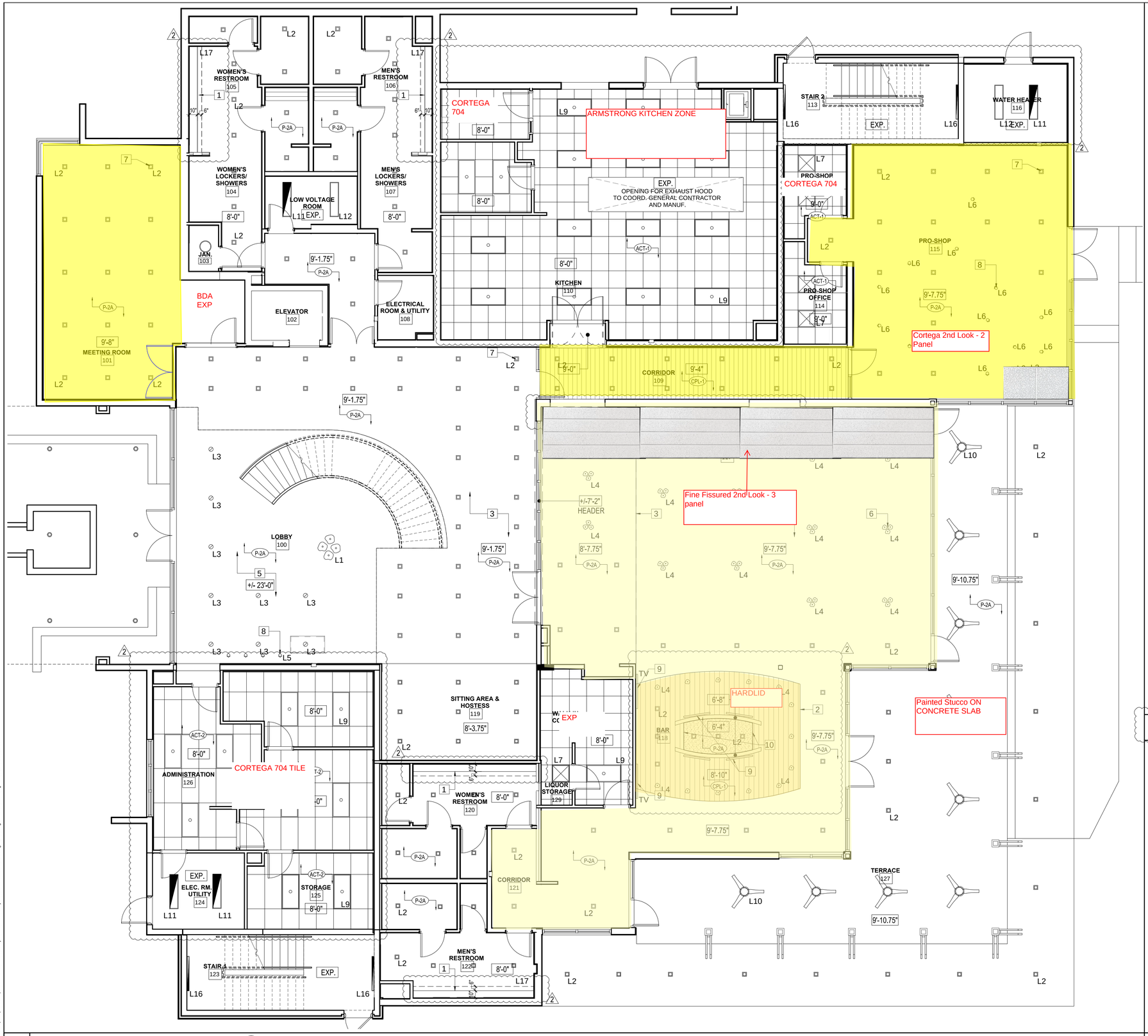
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SHEET TITLE:
INTERIOR ELEVATIONS

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP
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DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-303



3 FIRST FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH

(XXXX)	CEILING FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-2A	BENJAMIN MOORE: COLOR: TBD FINISH: FLAT	
ACT-1	ARMSTRONG 2' x 2' TEGULAR ACOUSTIC CEILING	
ACT-2	ARMSTRONG 2' x 4' TEGULAR ACOUSTIC CEILING	
CPL-1	CUSTOM CEILING WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK, #2-298/00/XP-12	
EXP	EXPOSED CONCRETE	

1 CEILING FINISH SCHEDULE

1. ~~LED STRIP LIGHT IN LIGHT COVE.~~
2. SUSPENDED GYPSUM BOARD CEILING AT 6'-8" A.F.F. SEE INTERIOR ELEVATIONS.
3. GYPSUM BOARD CEILING AT 9'-0" A.F.F.
4. GYPSUM BOARD CEILING AT 10'-0" A.F.F.
5. GYPSUM BOARD CEILING AT HIGH CEILING.
6. L4 - CLUSTER OF PENDANT LIGHT FIXTURES. (TYPICAL) SEE SPECS.
7. L2 - RECESSED SQUARE LIGHT FIXTURE. (TYPICAL) SEE SPECS
8. L5 - FLOOR RECESSED PIN POINT LIGHT FIXTURE. SEE SPECS.
9. WALL MOUNTED TV. PROVIDE POWER AND DATA.
10. ~~LIGHT BOX WITH TRANSLUCENT SCREEN.~~

2 KEYNOTES

INTERIOR DESIGN PROJECT:

3 SIXTY 5
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OWNER:
AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

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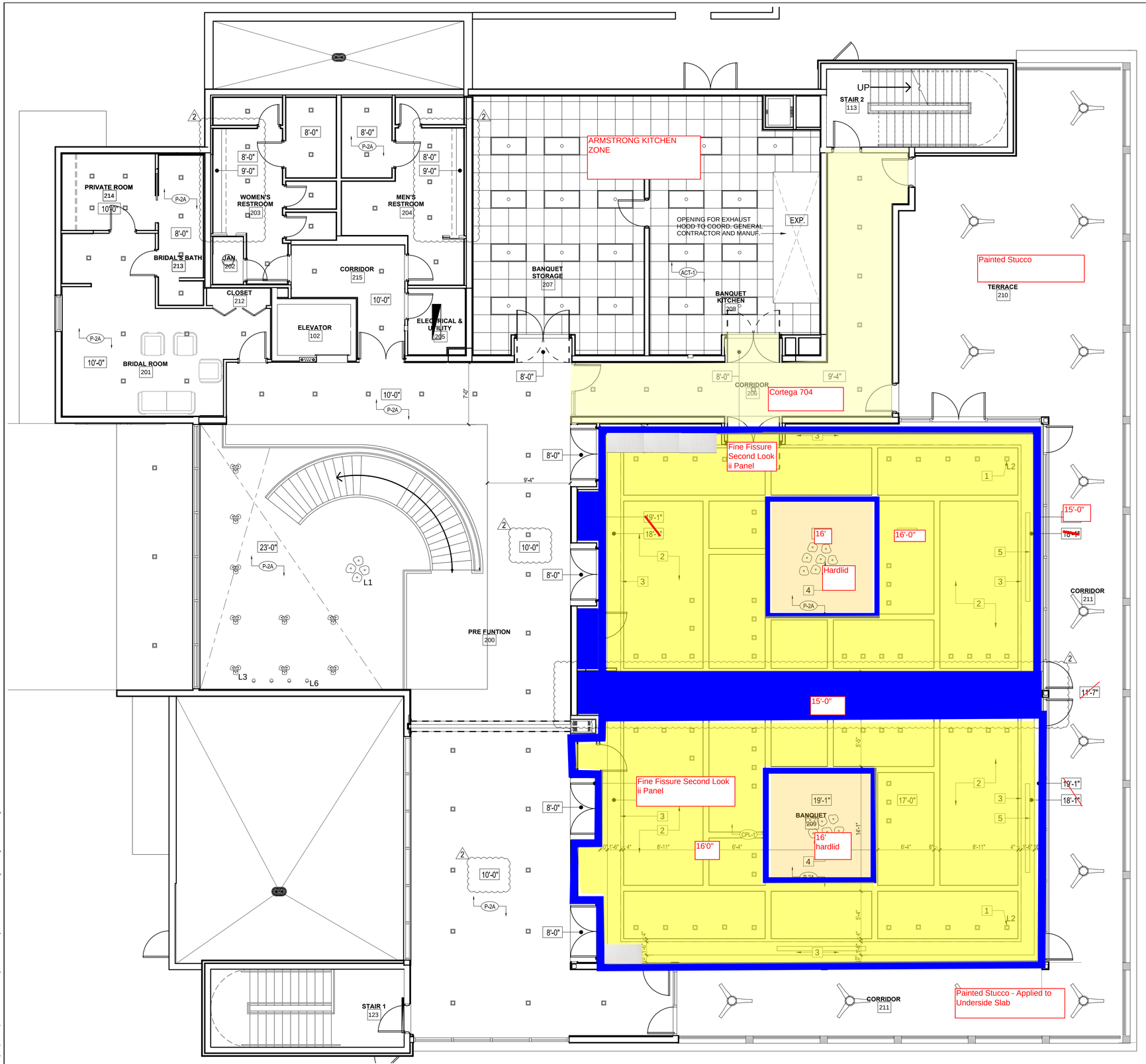
SHEET TITLE:
1ST FLOOR RCP

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DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-401

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3 SECOND FLOOR CEILING PLAN
SCALE: 3/16" = 1'-0"

NORTH

XXXX	CEILING FINISH SCHEDULE	
SPEC #	DESCRIPTION	REMARK
P-2A	BENJAMIN MOORE: COLOR: TBD FINISH: FLAT	
ACT-1	ARMSTRONG 2' x 2' TEGULAR ACOUSTIC CEILING	
ACT-2	ARMSTRONG 2' x 4' TEGULAR ACOUSTIC CEILING	
CPL-1	CUSTOM CEILING WOOD PANELING : FINISH TO MATCH BROOKLINE: PLANK SILVER GRAY OAK, #2-298/00/XP-12	
EXP	EXPOSED CONCRETE	

1 CEILING FINISH SCHEDULE

1. RECESSED SQUARE LIGHTING. (TYPICAL) SEE SPECS
2. SUSPENDED CLOUD SYSTEM.
3. GYPSUM BOARD SOFFIT / CEILING.
4. CLUSTER OF PENDANT LIGHTING.
5. RECESSED MOTORIZED PROJECTION SCREEN.
6. LED STRIP LIGHT IN LIGHT COVE.

2 KEYNOTES

INTERIOR DESIGN PROJECT:

3 SIXTY 5
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bela@threesixtygroups.com

PROJECT DESIGN

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PH.(561) 750-3717
E-MAIL: neal@dcesgroup.com

OWNER:
AD1 GLOBAL
1955 HARRISON ST., SUITE # 200
HOLLYWOOD, FLORIDA 33020

PROJECT:
COLONY WEST
CLUBHOUSE INTERIOR DESIGN
TAMARAC, FLORIDA

SEAL:

ISSUED INTERIOR DESIGN SET
FOR:
DATE:

REVISIONS:

No.	DATE	REMARKS
2	01/25/2018	COORDINATION

SHEET TITLE:
2ND FLOOR RCP

ALL IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF 3 SIXTY FIVE DESIGNS CORP AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH, THE SPECIFIED PROJECT. NONE OF THESE IDEAS, PLANS, ARRANGEMENTS, AND SPECIFICATIONS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, CORPORATION OR FIRM FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF3 SIXTY 5 DESIGNS CORP VISUAL CONTACT WITH THESE PLANS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

DATE:	06/14/17
SCALE:	1/4" = 1'-0"
DRAWN	JJ
CHECKED	LGS
JOB NO.:	17-013

SHEET NO.:
ID-402

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All aluminum doors clear anodized

wt	From Room: Name	DOOR TYPE	DOOR WIDTH	DOOR HEIGHT	DOOR THICKNESS	DOOR MATERIAL	DOOR FINISH	FIRE RATING	FRAME MATERIAL	HARDWARE SET No	HARDWARE FINISH	COMMENTS
TOP OF GROUND FLOOR												
100	LOBBY	A	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 1.0	POLISHED CHROME	PANIC HARDWARE
100.1	LOBBY	B	4' - 7"	8' - 4"	2"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 10.0	POLISHED CHROME	SELF CLOSING DEVICES
100.2	LOBBY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
102	MEETING ROOM	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 11.0	POLISHED CHROME	
103	JAN.	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 22.0	POLISHED CHROME	
104	WOMEN'S LOCKERS SHOWERS	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 17.0	POLISHED CHROME	
104.1	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
105	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
105.1	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
106	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
107	MEN'S LOCKERS/ SHOWERS	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 17.0	POLISHED CHROME	
107.1	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
108	ELECTRICAL ROOM & UTILITY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
110	KITCHEN	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
110.1	KITCHEN	F	6' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	60 MIN.	GALVANIZED HOLLOW METAL	SET 6.0	SATIN CHROME PLATED	
111	OFFICE	G	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
112	PRO-SHOP STORAGE	H	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 21.0	POLISHED CHROME	
114	PRO-SHOP OFFICE	H	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
115	PRO-SHOP	A	6' - 0 1/4"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	PANIC HARDWARE
115.1	CORRIDOR	E	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 12.0	POLISHED CHROME	PANIC HARDWARE
116	WATER HEATER	H	3' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	NR	GALVANIZED HOLLOW METAL	SET 8.0	SATIN CHROME PLATED	
117	LOBBY	A	6' - 0"	6' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	PANIC HARDWARE
117.1	RESTAURANT	E	3' - 0 1/4"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
117.2	RESTAURANT	E	3' - 0 1/4"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 1.0	POLISHED CHROME	PANIC HARDWARE
118	BAR	A	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	PANIC HARDWARE
120	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 20.0	POLISHED CHROME	
120.1	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
120.2	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
120.3	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
121	CORRIDOR	E	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
122	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 20.0	POLISHED CHROME	
122.1	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
122.2	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
124	ELEC. RM. & UTILITY	F	6' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	NR	GALVANIZED HOLLOW METAL	SET 5.0	SATIN CHROME PLATED	
124.1	ELEC. RM. & UTILITY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
125	STORAGE	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
126	ADMINISTRATION	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 15.0	POLISHED CHROME	
126.1	ADMINISTRATION	H	2' - 10"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
126.2	ADMINISTRATION	H	2' - 10"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 23.0	POLISHED CHROME	
128	WALK-IN COOLER	H	2' - 10"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 21.0	POLISHED CHROME	
129	LIQUOR STORAGE	H	2' - 10"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 21.0	POLISHED CHROME	
130	STORAGE	H	2' - 8"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 21.0	POLISHED CHROME	
131	GENERATOR	K	4' - 0"	8' - 6 3/8"	2"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132	DUMSPTERS	K	5' - 11"	8' - 5"	2"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132.1	DUMSPTERS	K	5' - 11"	8' - 5"	2"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132.2	DUMSPTERS	K	4' - 0"	6' - 6"	1"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
132.3	DUMSPTERS	K	4' - 0"	6' - 6"	1"	STAINLESS STEEL	PAINT	NR	STAINLESS STEEL	SET 30.0	SATIN CHROME PLATED	
134	LOW VOLTAGE ROOM	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
S1.1	STAIR 1	H	3' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	90 MIN.	GALVANIZED HOLLOW METAL	SET 7.0	SATIN CHROME PLATED	PANIC HARDWARE
S2.1	STAIR 2	H	3' - 0"	7' - 0"	1 3/4"	GALVANIZED HOLLOW METAL	PAINT	90 MIN.	GALVANIZED HOLLOW METAL	SET 7.0	SATIN CHROME PLATED	PANIC HARDWARE
TOP OF SECOND FLOOR												
200	CORRIDOR	M	17' - 11 3/8"	10' - 0"	1' - 2"	BY MANUFACTURER	BY MANUFACTURER	90 Minute Fire Rating	BY MANUFACTURER	SET 31.0	POLISHED CHROME	
200.1	CORRIDOR	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
201	BRIDAL'S ROOM	L	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 16.0	POLISHED CHROME	
201.1	CLOSET	J	6' - 0"	7' - 0"	1 1/2"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 28.0	POLISHED CHROME	
201.2	BRIDAL'S BATH	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 24.0	POLISHED CHROME	
201.3	BRIDAL'S ROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 26.0	POLISHED CHROME	
201.4	PRIVATE ROOM	J	3' - 0"	6' - 8"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 27.0	POLISHED CHROME	
202	JAN.	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 22.0	POLISHED CHROME	
203	CORRIDOR	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 19.0	POLISHED CHROME	
203.1	WOMEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
203.2	WOMEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
203.3	WOMEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
203.4	WOMEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
204	CORRIDOR	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 19.0	POLISHED CHROME	
204.1	MEN'S RESTROOM	C	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
204.2	MEN'S RESTROOM	C	2' - 6"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 25.0	POLISHED CHROME	
205	ELECTRICAL & UTILITY	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 14.0	POLISHED CHROME	
207	BANQUET STORAGE	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
208	BANQUET KITCHEN	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
208.1	BANQUET STORAGE	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 18.0	POLISHED CHROME	
209	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	45 MIN.	ALUMINUM	SET 9.0	POLISHED CHROME	PANIC HARDWARE
209.1	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	45 MIN.	ALUMINUM	SET 9.0	POLISHED CHROME	PANIC HARDWARE
209.2	BANQUET	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 21.0	POLISHED CHROME	
209.3	BANQUET	H	3' - 0"	7' - 0"	1 3/4"	SOLID CORE WOOD	PAINT	NR	HOLLOW METAL	SET 21.0	POLISHED CHROME	
209.4	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.5	BANQUET	D	6' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.6	BANQUET	E	3' - 0"	6' - 8" 7' - 0"	1 3/4"	ALUMINUM	PAINT	20 MIN.	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.7	BANQUET	E	3' - 0 1/4"	7' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	
209.8	BANQUET	E	3' - 0 1/4"	8' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	
209.9	CORRIDOR	E	3' - 0 1/4"	7' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	
209.10	CORRIDOR	E	3' - 0 1/4"	7' - 9 1/2"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 4.0	POLISHED CHROME	PANIC HARDWARE
209.11	TERRACE	A	5' - 4 1/2"	8' - 0" 7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 15.0	POLISHED CHROME	
209.12	BANQUET	I	6' - 0"	7' - 0"	1"	SOLID CORE WOOD	ALUMINUM PANELS	20 MIN.	HOLLOW METAL	SET 29.0	POLISHED CHROME	
209.13	BANQUET	P	55' - 2"	10' - 0"	1 3/4"	BY MANUFACTURER	BY MANUFACTURER	NR	ALUMINUM	SET 31.0	POLISHED CHROME	BY MANUF.
210	TERRACE	O	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
210.1	TERRACE	O	3' - 0"	7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
211	CORRIDOR	E	3' - 0"	6' - 8" 7' - 0"	1 3/4"	ALUMINUM	PAINT	NR	ALUMINUM	SET 3.0	POLISHED CHROME	PANIC HARDWARE
215	CORRIDOR	B	4' - 7"	6' - 8"	2"	SOLID CORE WOOD	PAINT	20 MIN.	HOLLOW METAL	SET 10.0	POLISHED CHROME	SELF CLOSING DEVICES
S1.2a	STAIR 1	N	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	90 MIN.	HOLLOW METAL	SET 13.0	POLISHED CHROME	PANIC HARDWARE
S1.2b	STAIR 1	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	60 MIN.	HOLLOW METAL	SET 13.0	POLISHED CHROME	PANIC HARDWARE
S2.2	STAIR 2	H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	90 MIN.	HOLLOW METAL	SET 13.0	POLISHED CHROME	PANIC HARDWARE
BOTTOM OF ROOF												
S2.R		H	3' - 0"	7' - 0"	1 3/4"	HOLLOW METAL	PAINT	90 MIN.	HOLLOW METAL	SET 13.0	SATIN CHROME PLATED	PANIC HARDWARE

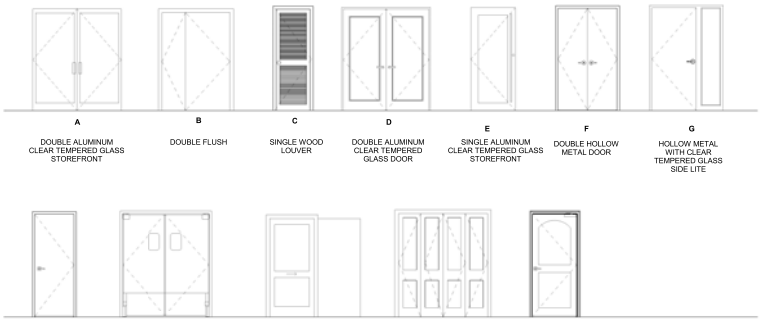
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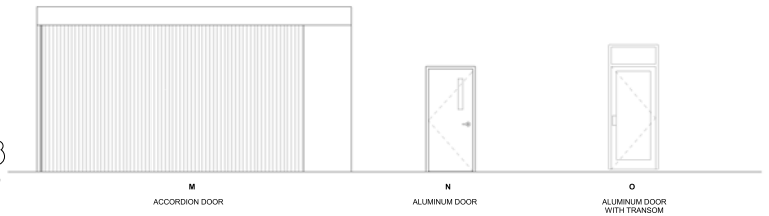
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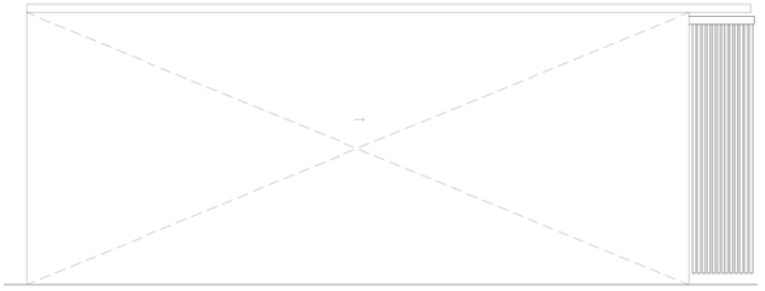
HollowMetal

GENERAL NOTES:

1. DOOR THICKNESS OF ALL DOORS IS 1-3/4" UNLESS NOTED OTHERWISE.
2. VERIFY SIZES OF DOORS LEADING INTO ROOMS HOUSING EQUIPMENT, SUCH AS THE LAUNDRY ROOM OR THE MECHANICAL ROOM, TO ENSURE DOOR IS WIDE ENOUGH TO ALLOW FOR REMOVAL AND REPLACEMENT OF EQUIPMENT.
3. ALL HOLLOW METAL DOORS AND FRAMES TO BE PAINTED
4. EXTERIOR PAINT COLOR TO MATCH ADJACENT EXTERIOR MATERIALS.
5. TOPS AND BOTTOMS OF ALL HOLLOW METAL DOORS EXPOSED TO WEATHER SHALL BE PAINTED.
6. ALL PUBLIC SPACE DOORS TO HAVE PLASTIC LAMINATE FINISH, UNLESS NOTED OTHERWISE.
7. ALLOW FOR PLASTIC LAMINATE FACES AT DOOR FRAMES. ADJUST HINGES AS REQUIRED.
8. SAFETY GLASS WHERE REQUIRED BY CODE.
9. HINGE-MOUNTED DOOR STOPS NOT ALLOWED.
10. DOOR GUARDS AT THE GUESTROOM ENTRY DOORS REQUIRE A SPACER TO CLEAR THE DOOR TRIM.
11. DOOR HARDWARE TO BE CENTERED ON RAIL OF PANEL DOORS.
12. A DOOR HARDWARE SHEDULE AND REQUIRED SUBMITTAL SHALL BE PREPARED BY AN ARCHITECTURAL HARDWARE CONSULTANT.
13. ALL SCHEDULE HARDWARE SHALL BE COMPLIANT WITH ALL APLICABLE CODE.









DOOR TYPES
1/4" = 1'-0"

No.	DESCRIPTION	DATE
1	1st Department Review Comments	11/09/2017
2	2nd Department Review Comments	06/04/2018
3	RFI Revisions	02/18/2019

REV #4 RFI
04/02/2018

RECEIVED 04/03/2019

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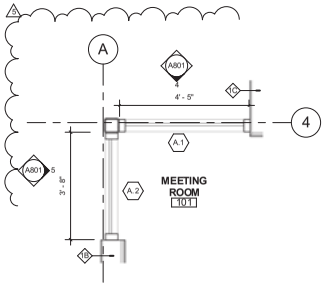
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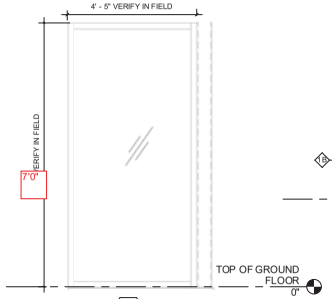
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16-022
PROJECT STATUS
PERMIT SET
SHEET NAME
DOOR SCHEDULE

SHEET NUMBER
A800

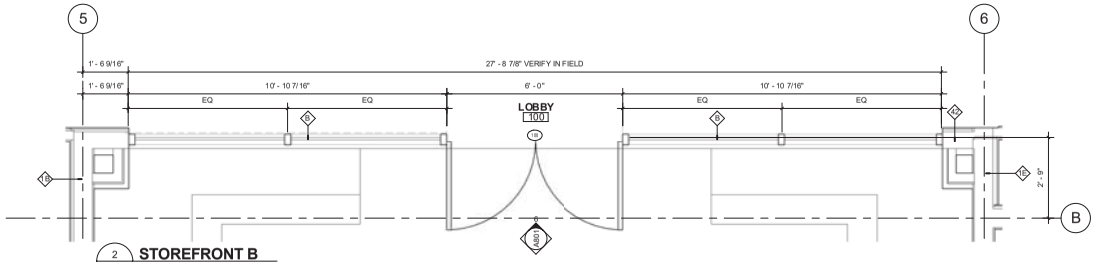
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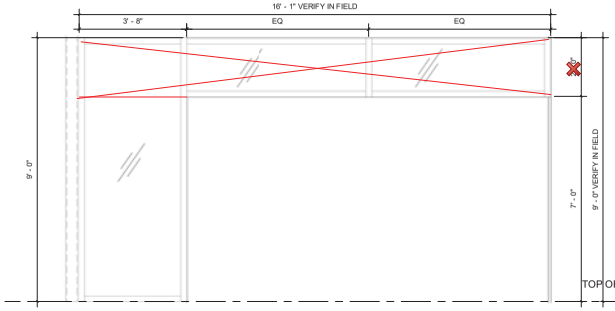
1 A801 **STOREFRONT A.1 & A.2**
1/2" = 1'-0"



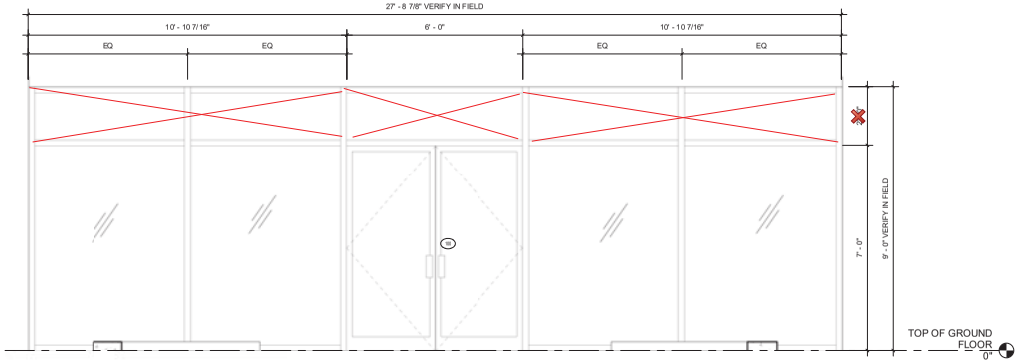
A.1



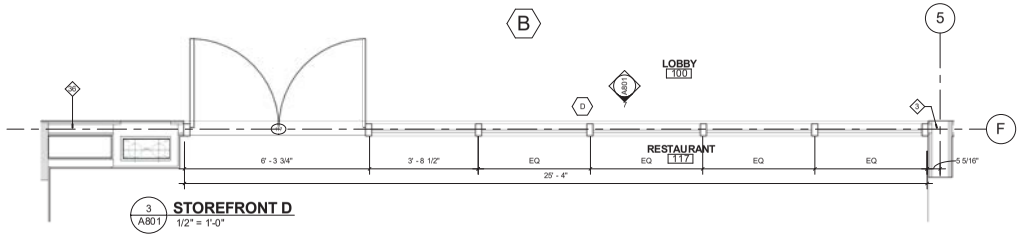
2 A801 **STOREFRONT B**
1/2" = 1'-0"



A.2



B



3 A801 **STOREFRONT D**
1/2" = 1'-0"

GENERAL NOTES

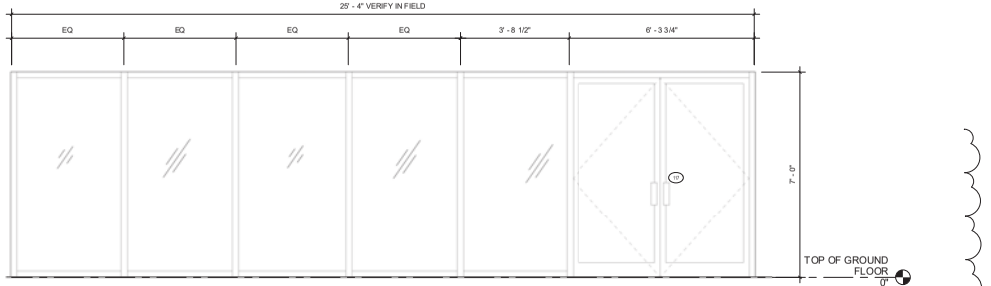
1. PROVIDE LARGE IMPACT WINDOWS WHERE THERE IS A DROP OF MORE THAN 4'-0" ON THE FAR SIDE OF SUCH WINDOWS AND THE SILL IS LESS THAN 36" ABOVE THE NEAR SIDE WALKING SURFACE TO ACT AS A SAFEGUEARD TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN.
2. "M.O." DENOTES MASONRY OPENING & ROUGH OPENING.
3. "F.S." DENOTES FRAME SIZE.
4. STANDARD SHIM TO BE 1x4(.75"x3.5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOOR/WINDOW OPENIGS PER TABLE 600>30' HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
7. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE SMALL MISSILE IMPACT RESISTANCE TO GLAZING ABOVE 30 FEET ABOVE THE GROUND LEVEL.
8. G.C. TO REFER TO STRUCTURAL DRAWINGS FOR COMPONENT AND CLADDING WIND LOAD DESIGN PRESSURES.
9. PROVIDE CATEGORY II LAMINATED, INSULATED, SAFETY GLAZING FOR ALL EXTERIOR GLASS PER B2407.1.4.1.
10. PROVIDE TEMPERED GLASS FOR AREAS THAT MEET CRITERIA OF SECTION 2406.3 HAZARDOUS LOCATIONS OF THE 2014 FLORIDA BUILDING CODE.
11. PROVIDE DOOR STOPS AT ALL STOREFRONT DOOR LOCATIONS.
12. BALANCE OF HARDWARE BY DOOR MANUFACTURER. ASSEMBLY SHALL COMPLY WITH OR EXCEED MIAMI-DADE WIND LOAD AND IMPACT REQUIREMENTS AND THE MORE STRINGENT REQUIREMENTS OF THIS PROJECT AND THEY MUST HAVE DADE COUNTY N.O.A. DOOR MANUFACTURER, HARDWARE SUPPLIER AND THE SECURITY SUPPLIER MUST COORDINATE THEIR EFFORTS TO ENSURE PROPER FUNCTION OF THE OPENING. DOOR CLOSERS SHALL BE PROVIDED BY THE HARDWARE SUPPLIER. THE HARDWARE SUPPLIER SHALL PROVIDE THE PROPER TEMPLATES TO THE DOOR MANUFACTURER NO LATER THAN 2 WEEKS AFTER THE HARDWARE SUPPLIER'S CONTRACT HAS BEEN AWARDED IN A TIMELY FASHION TO PREVENT DELAY IN THE PROPER PREPERATION AND MANUFACTURING OF THE DOOR.
13. PROVIDE POWER FOR CARD SWIPES. SEE DOOR SCHEDULE FOR LOCATIONS.
14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/SHOP DRAWINGS FOR REVIEW AND APPROVAL.
15. FIELD VERIFY ALL DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO FABRICATION

STOREFRONT ENTRY DOOR HARDWARE SHALL BE SUPPLIED WITH DOORS AS FOLLOWS, UNLESS INDICATED OTHERWISE:

1. CONTINUOUS HINGES, 780-112 HD, HAGER, KYNAR FINISH, COLOR TO MATCH DOOR.
2. PUSH/PULL, STYLE "CO-12" BY KAWNEER, OR APPROVED SUBSTITUTION BY OTHER LISTED MANUFACTURER. NO. 26 FINISH.
3. CLOSERS, SURFACE MOUNTED TYPE, LCN 4041-CUSH, COVER TO BE COLOR TO MATCH DOOR STAT.
4. WEATHER STRIPPING (3 SIDES).
5. BOTTOM SWEEP
6. HANDICAPPED THRESHOLD, CLEAR ALUMINUM MILL FINISH.
7. PROVIDE CONSTRUCTION CYLINDER AND REPLACE WITH FINAL CYLINDER SPECIFIED IN HARDWARE SET.
8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

STOREFRONT SCHEDULE

TYPE MARK	STOREFRONT	CW WIDTH	HEIGHT	FRAME MATL.	FRAME FINSH	GLAZING TYPE
	BARTLE		1' - 1 3/4"			
A.1	STOREFRONT A.1	4' - 5	7'0"	ALUMINUM	clear anodized	TEMP/INSULATED
A.2	STOREFRONT A.2	16' - 1"		ALUMINUM		TEMP/INSULATED
B	STOREFRONT B	27' - 8 7/8"		ALUMINUM		TEMP/INSULATED
D	STOREFRONT D	25' - 4"	7' - 0"	ALUMINUM		TEMP/INSULATED
E	STOREFRONT E	20' - 2"	7'0"	ALUMINUM		TEMP/INSULATED
F	STOREFRONT F	15' - 6"		ALUMINUM		TEMP/INSULATED
G	STOREFRONT G	29' - 10"		ALUMINUM		TEMP/INSULATED
H	STOREFRONT H	20' - 9"		ALUMINUM		TEMP/INSULATED
H.1	STOREFRONT H.1	7' - 6"		ALUMINUM		TEMP/INSULATED
I	STOREFRONT I	6' - 3/8"		ALUMINUM		TEMP/INSULATED
J	STOREFRONT J	8' - 10 3/4"		ALUMINUM		TEMP/INSULATED
K	STOREFRONT K	9' - 0 1/2"	6' - 0"	ALUMINUM		TEMP/INSULATED
L	STOREFRONT L	7' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
L.1	STOREFRONT L.1	24' - 0"	2' - 0"	ALUMINUM		TEMP/INSULATED
M	STOREFRONT M	8' - 0"	7'0"	ALUMINUM		TEMP/INSULATED
N	STOREFRONT N	29' - 9"		ALUMINUM		TEMP/INSULATED
O	STOREFRONT O	12' - 0"	6' - 3"	ALUMINUM		TEMP/INSULATED
P	STOREFRONT P	17' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
Q	STOREFRONT Q	7' - 4 1/2"		ALUMINUM		TEMP/INSULATED
Q.1	STOREFRONT Q.1	3' - 3"		ALUMINUM		TEMP/INSULATED
R	STOREFRONT R	16' - 11 3/8"		ALUMINUM		TEMP/INSULATED
S	STOREFRONT S	24' - 2"		ALUMINUM		TEMP/INSULATED
T	STOREFRONT T	30' - 0"		ALUMINUM		TEMP/INSULATED
U	STOREFRONT U	30' - 0"		ALUMINUM		TEMP/INSULATED
V	STOREFRONT V	16' - 0"		ALUMINUM		TEMP/INSULATED
W	STOREFRONT W	24' - 2"	1' - 10"	ALUMINUM		TEMP/INSULATED
X	STOREFRONT X	36' - 8"	1' - 10"	ALUMINUM	KYNAR	TEMP/INSULATED
X.1	STOREFRONT X.1	29' - 2"	1' - 10"	ALUMINUM	KYNAR	TEMP/INSULATED
Y	STOREFRONT Y	2'2" - 2"	1' - 10"	ALUMINUM	KYNAR	TEMP/INSULATED



D

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No.	DESCRIPTION	DATE
5	RFI #52	3/13/2019

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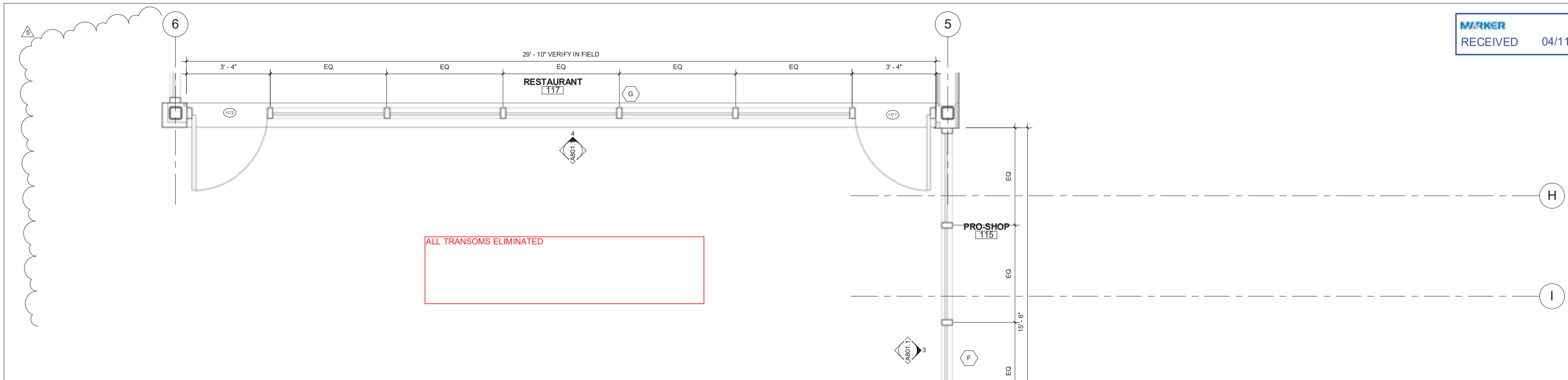
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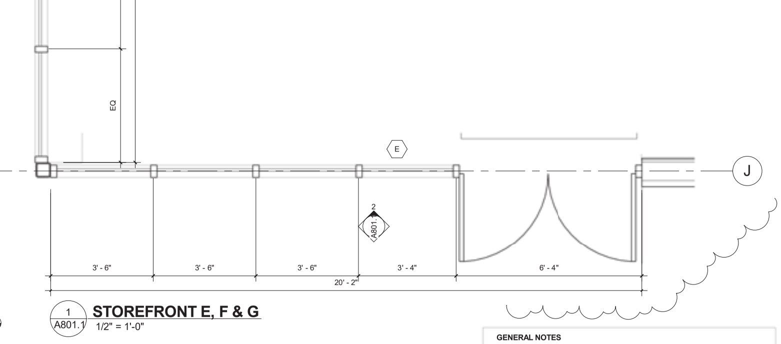
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17 16 of 36 to 7 16 16 fr of 3-
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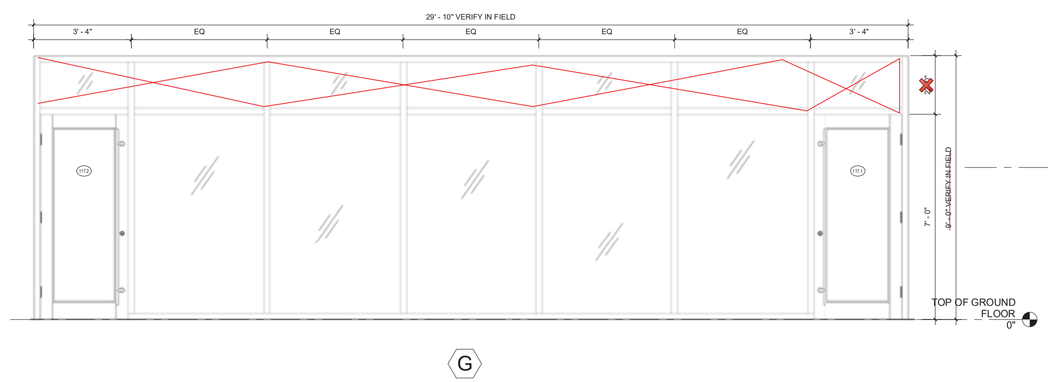
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SHEET NUMBER
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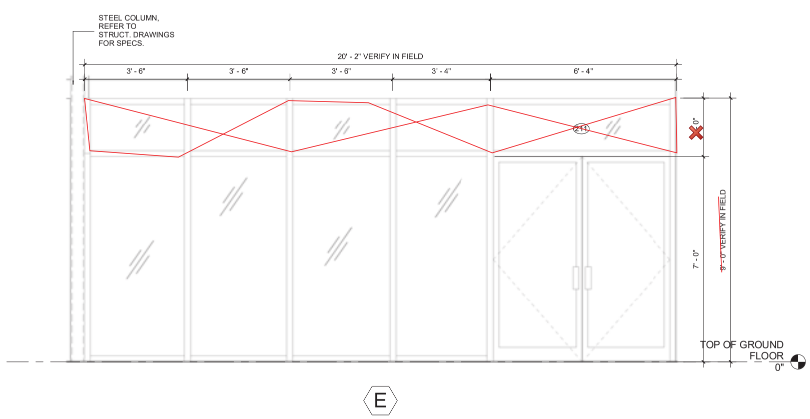




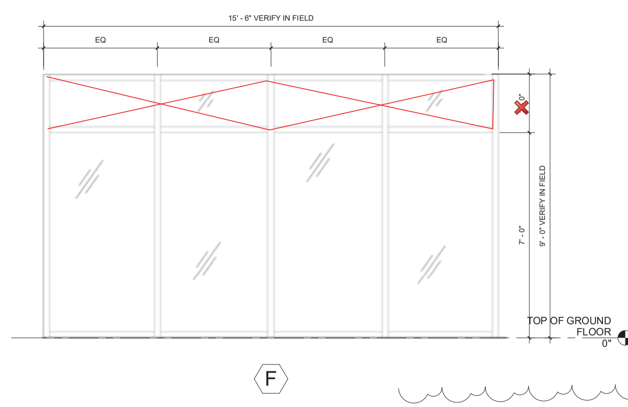
1 A801.1 **STOREFRONT E, F & G**
1/2" = 1'-0"



G



E



F

GENERAL NOTES

1. PROVIDE LARGE IMPACT WINDOWS WHERE THERE IS A DROP OF MORE THAN 4'-0" ON THE FAR SIDE OF SUCH WINDOWS AND THE SILL IS LESS THAN 36" ABOVE THE NEAR SIDE WALKING SURFACE TO ACT AS A SAFEGUEARD TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN.
2. "M.O." DENOTES MASONRY OPENING & ROUGH OPENING.
3. "F.S." DENOTES FRAME SIZE.
4. STANDARD SHIM TO BE 1x4(.75"x3.5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOOR/WINDOW OPENIGS PER TABLE 600>30' HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
7. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE SMALL MISSILE IMPACT RESISTANCE TO GLAZING ABOVE 30 FEET ABOVE THE GROUND LEVEL.
8. G.C. TO REFER TO STRUCTURAL DRAWINGS FOR COMPONENT AND CLADDING WIND LOAD DESIGN PRESSURES.
9. PROVIDE CATEGORY II LAMINATED, INSULATED, SAFETY GLAZING FOR ALL EXTERIOR GLASS PER B2407.1.4.1 .
10. PROVIDE TEMPERED GLASS FOR AREAS THAT MEET CRITERIA OF SECTION 2406.3 HAZARDOUS LOCATIONS OF THE 2014 FLORIDA BUILDING CODE.
11. PROVIDE DOOR STOPS AT ALL STOREFRONT DOOR LOCATIONS.
12. BALANCE OF HARDWARE BY DOOR MANUFACTURER. ASSEMBLY SHALL COMPLY WITH OR EXCEED MIAMI-DADE WINDLOAD AND IMPACT REQUIREMENTS AND THE MORE STRINGENT REQUIREMENTS OF THIS PROJECT AND THEY MUST HAVE DADE COUNTY N.O.A. DOOR MANUFACTURER, HARDWARE SUPPLIER AND THE SECURITY SUPPLIER MUST COORDINATE THEIR EFFORTS TO ENSURE PROPER FUNCTION OF THE OPENING. DOOR CLOSERS SHALL BE PROVIDED BY THE HARDWARE SUPPLIER. THE HARDWARE SUPPLIER SHALL PROVIDE THE PROPER TEMPLATES TO THE DOOR MANUFACTURER NO LATER THAN 2 WEEKS AFTER THE HARDWARE SUPPLIER'S CONTRACT HAS BEEN AWARDED IN A TIMELY FASHION TO PREVENT DELAY IN THE PROPER PREPERATION AND MANUFACTURING OF THE DOOR.
13. PROVIDE POWER FOR CARD SWIPES. SEE DOOR SCHEDULE FOR LOCATIONS.
14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/SHOP DRAWINGS FOR REVIEW AND APPROVAL.
15. FIELD VERIFY ALL DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO FABRICATION

STOREFRONT ENTRY DOOR HARDWARE SHALL BE SUPPLIED WITH DOORS AS FOLLOWS, UNLESS INDICATED OTHERWISE:

1. CONTINUOUS HINGES, 780-112 HD, HAGER, KYNAR FINISH, COLOR TO MATCH DOOR.
2. PUSH/PULL, STYLE “CO-12” BY KAWNEER, OR APPROVED SUBSTITUTION BY OTHER LISTED MANUFACTURER, NO. 26 FINISH.
3. CLOSERS, SURFACE MOUNTED TYPE, LCN 4041-CUSH, COVER TO BE COLOR TO MATCH DOOR STAT.
4. WEATHER STRIPPING (3 SIDES)
5. BOTTOM SWEEP
6. HANDICAPPED THRESHOLD, CLEAR ALUMINUM MILL FINISH.
7. PROVIDE CONSTRUCTION CYLINDER AND REPLACE WITH FINAL CYLINDER SPECIFIED IN HARDWARE SET
8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

No.	DESCRIPTION	DATE
5	RFI #52	3/13/2019

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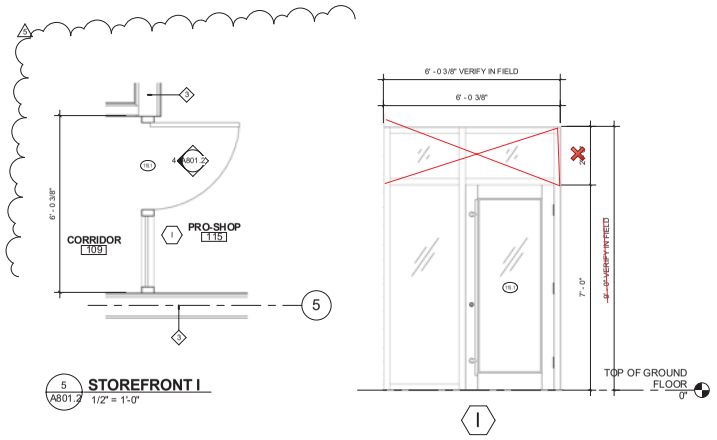
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ELECTRONICAL SIGNATURE SERIAL NUMBER

DRAWN: PM
EDIT DATE: 4/11/2019 11:38:38 AM
ISSUE DATE: 04/20/18
SCALE: As indicated
JOB NUMBER: 16-022
PROJECT STATUS: PERMIT SET
SHEET NAME: STOREFRONT DETAILS
SHEET NUMBER: **A801.1**

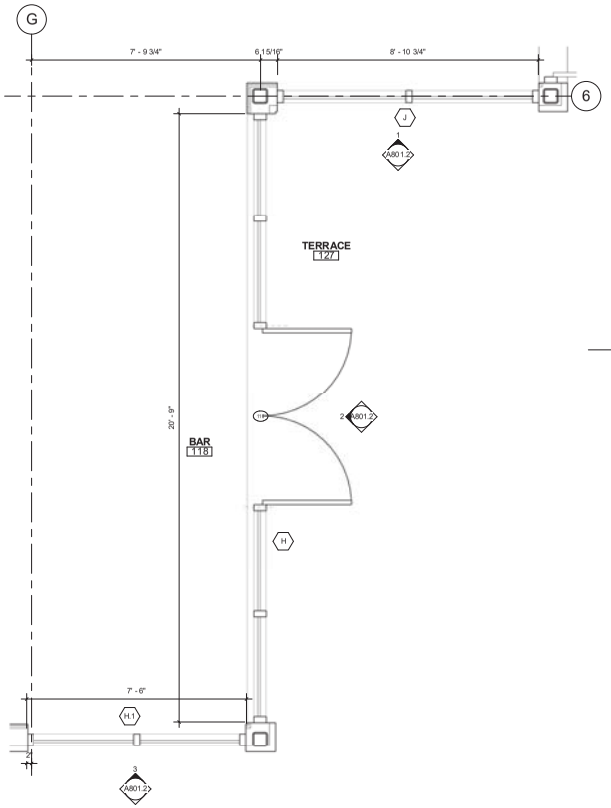


5 A801.2 **STOREFRONT I**
1/2" = 1'-0"

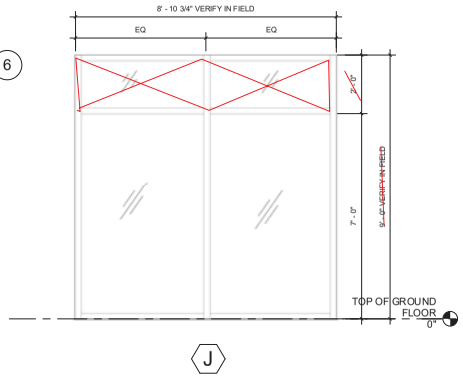
I

All transoms eliminated

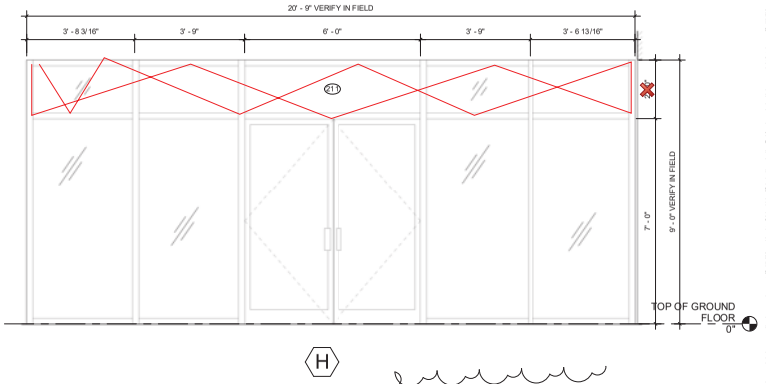
See comments on A/801



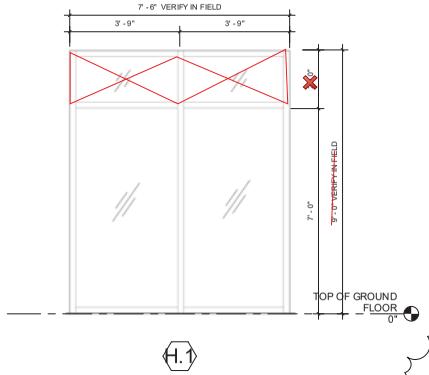
10 A801.2 **STOREFRONT H, H.1 & J**
1/2" = 1'-0"



J



H



H.1

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8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

GENERAL NOTES

1. PROVIDE LARGE IMPACT WINDOWS WHERE THERE IS A DROP OF MORE THAN 4'-0" ON THE FAR SIDE OF SUCH WINDOWS AND THE SILL IS LESS THAN 36" ABOVE THE NEAR SIDE WALKING SURFACE TO ACT AS A SAFEGUEARD TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN.
2. "M.O." DENOTES MASONRY OPENING & ROUGH OPENING.
3. "F.S." DENOTES FRAME SIZE.
4. STANDARD SHIM TO BE 1x4(.75"x3.5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOOR/WINDOW OPENIGS PER TABLE 600> 30' HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
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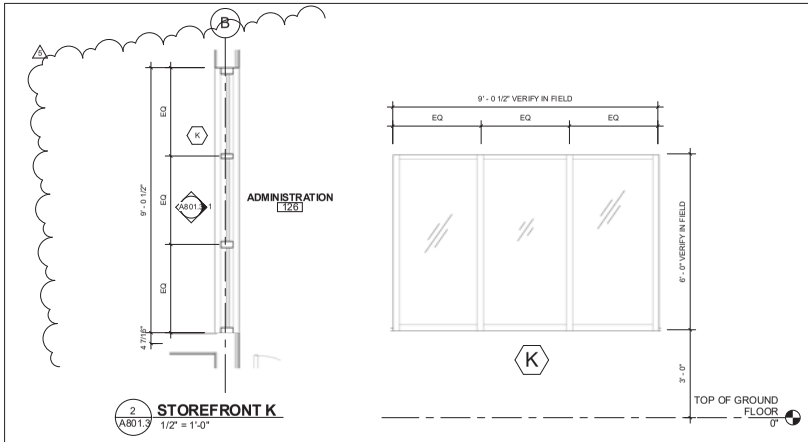
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EDIT DATE	4/11/2019 11:38:41 AM
ISSUE DATE	04/30/18
SCALE	As Indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

SHEET NUMBER
A801.2



2 A801.3 **STOREFRONT K**
1/2" = 1'-0"

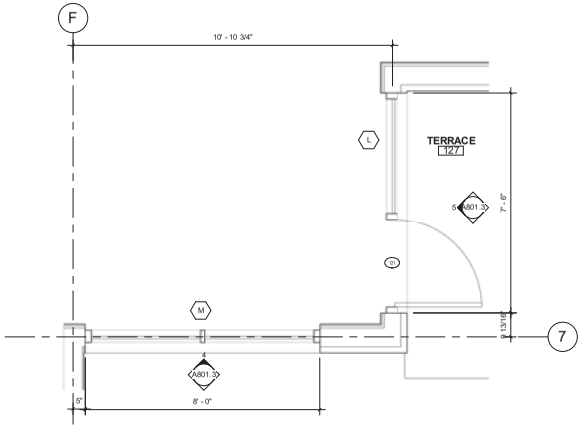
See comments on A801

GENERAL NOTES

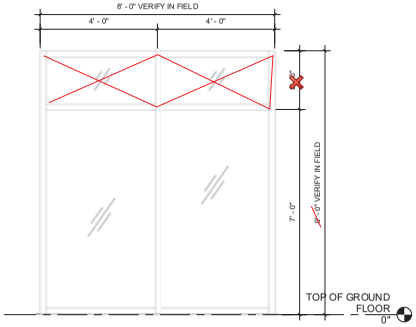
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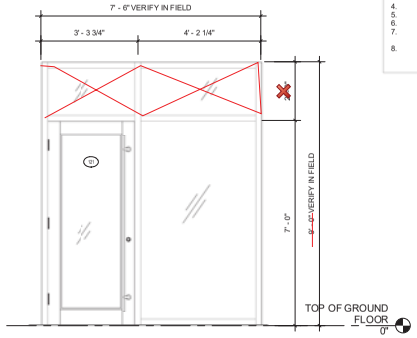
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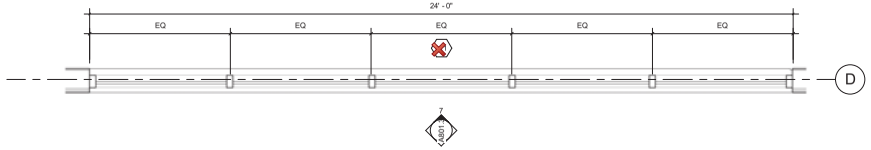
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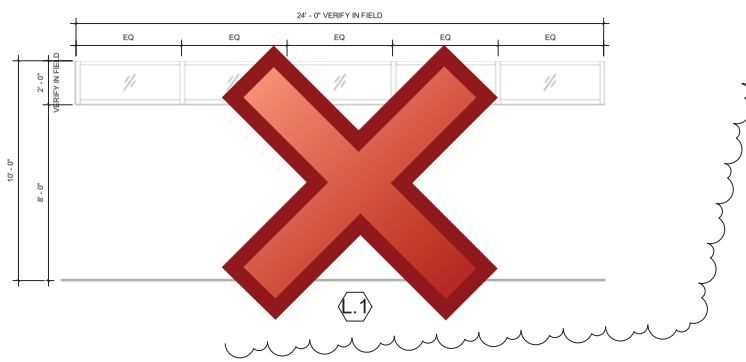


3 A801.3 **STOREFRONT L & M**
1/2" = 1'-0"









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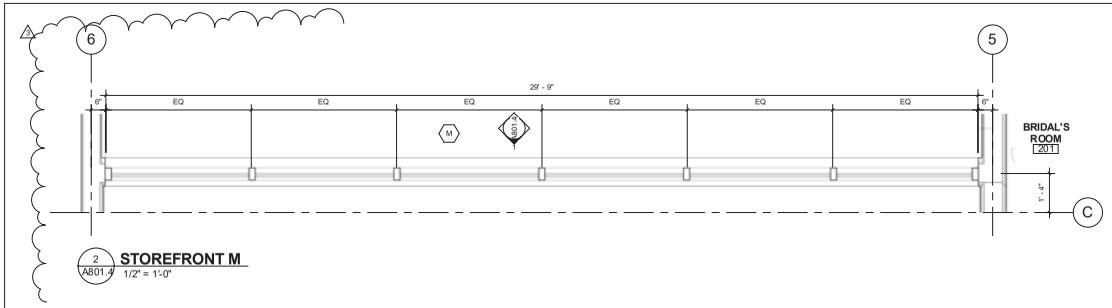
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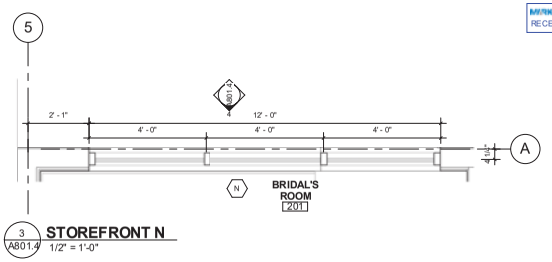
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SCALE	As indicated
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PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

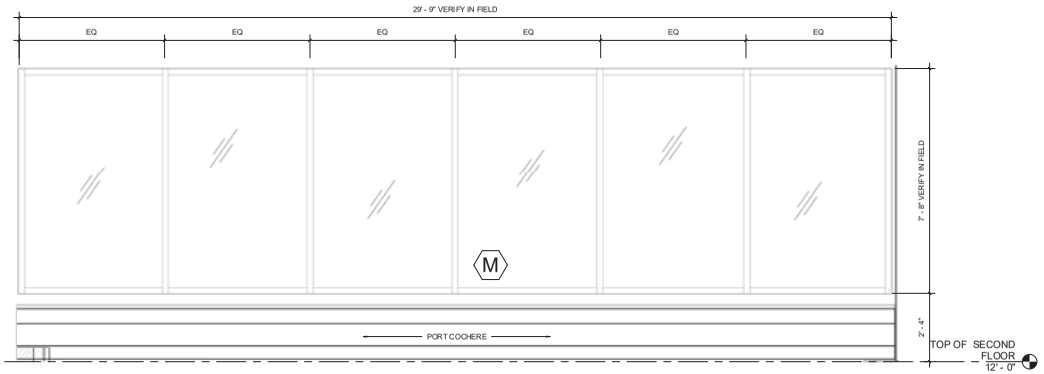
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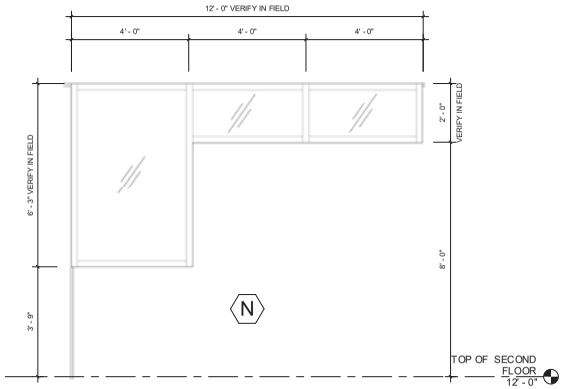


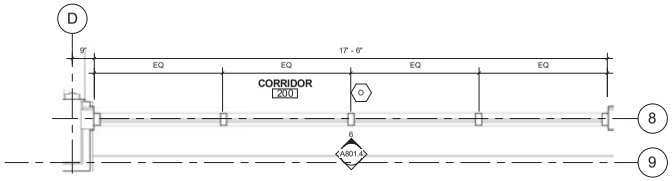
2 A801.4 **STOREFRONT M**
1/2" = 1'-0"

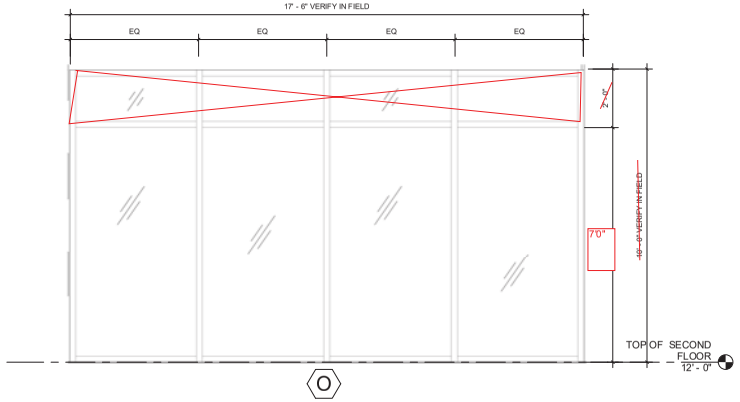


3 A801.4 **STOREFRONT N**
1/2" = 1'-0"









STOREFRONT SCHEDULE

TYPE MARK	STOREFRONT	CW WIDTH	HEIGHT	FRAME MATL.	FRAME FINSH	GLAZING TYPE
~~BAFFLE~~			1'-1 3/4"			
A.1	STOREFRONT A.1	4' - 5	7'0"	ALUMINUM	Clear Anodized	TEMP/INSULATED
A.2	STOREFRONT A.2	16' - 1"		ALUMINUM		TEMP/INSULATED
B	STOREFRONT B	27' - 8 7/8"		ALUMINUM		TEMP/INSULATED
C	STOREFRONT C	25' - 4"	7' - 0"	ALUMINUM		TEMP/INSULATED
D	STOREFRONT D	20' - 2"	7'0"	ALUMINUM		TEMP/INSULATED
E	STOREFRONT E	15' - 6"		ALUMINUM		TEMP/INSULATED
F	STOREFRONT F	29' - 10"		ALUMINUM		TEMP/INSULATED
G	STOREFRONT G	20' - 9"		ALUMINUM		TEMP/INSULATED
G.1	STOREFRONT G.1	7' - 6"		ALUMINUM		TEMP/INSULATED
H	STOREFRONT H	6' - 3/8"		ALUMINUM		TEMP/INSULATED
I	STOREFRONT I	8' - 10 3/4"		ALUMINUM		TEMP/INSULATED
J	STOREFRONT J	9' - 0 1/2"	6' - 0"	ALUMINUM		TEMP/INSULATED
K	STOREFRONT K	7' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
K.1	STOREFRONT K.1	24' - 0"	7' - 0"	ALUMINUM		TEMP/INSULATED
L	STOREFRONT L	8' - 0"	9' - 0"	ALUMINUM		TEMP/INSULATED
M	STOREFRONT M	29' - 9"	7' - 8"	ALUMINUM		TEMP/INSULATED
N	STOREFRONT N	12' - 0"	6' - 3"	ALUMINUM		TEMP/INSULATED
O	STOREFRONT O	17' - 6"	7'0"	ALUMINUM		TEMP/INSULATED
P	STOREFRONT P	7' - 4 1/2"		ALUMINUM		TEMP/INSULATED
P.1	STOREFRONT P.1	3' - 5"		ALUMINUM		TEMP/INSULATED
Q	STOREFRONT Q	15' - 11 5/8"		ALUMINUM		TEMP/INSULATED
R	STOREFRONT R	24' - 2"		ALUMINUM		TEMP/INSULATED
S	STOREFRONT S	30' - 0"		ALUMINUM		TEMP/INSULATED
T	STOREFRONT T	30' - 0"		ALUMINUM		TEMP/INSULATED
U	STOREFRONT U	16' - 0"		ALUMINUM		TEMP/INSULATED
~~V~~	~~STOREFRONT V~~	24' - 2"	1' - 10"	ALUMINUM		~~TEMP/INSULATED~~
W	STOREFRONT W	30' - 0"	1' - 10"	ALUMINUM		TEMP/INSULATED
W.1	STOREFRONT W.1	30' - 0"	1' - 10"	ALUMINUM		TEMP/INSULATED
~~X~~	~~STOREFRONT X~~	22' - 2"	1' - 10"	ALUMINUM		~~TEMP/INSULATED~~
Y	STOREFRONT Y	6' - 3/8"	7'0"	ALUMINUM		TEMP/INSULATED

GENERAL NOTES

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14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/SHOP DRAWINGS FOR REVIEW AND APPROVAL.
15. FIELD VERIFY ALL DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO FABRICATION

STOREFRONT ENTRY DOOR HARDWARE SHALL BE SUPPLIED WITH DOORS AS FOLLOWS, UNLESS INDICATED OTHERWISE:

1. CONTINUOUS HINGES, 780-112 HD, HAGER, KYNAR FINISH, COLOR TO MATCH DOOR.
2. PUSH/PULL, STYLE "CO-12" BY KAWNEER, OR APPROVED SUBSTITUTION BY OTHER LISTED MANUFACTURER, NO. 26 FINISH.
3. CLOSERS, SURFACE MOUNTED TYPE, LCN 4041-CUSH, COVER TO BE COLOR TO MATCH DOOR STAT.
4. WEATHER STRIPPING (3 SIDES)
5. BOTTOM SWEEP
6. HANDICAPPED THRESHOLD, CLEAR ALUMINUM MILL FINISH.
7. PROVIDE CONSTRUCTION CYLINDER AND REPLACE WITH FINAL CYLINDER SPECIFIED IN HARDWARE SET
8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

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No.	DESCRIPTION	DATE
3	RFI Revisions	02/18/2019

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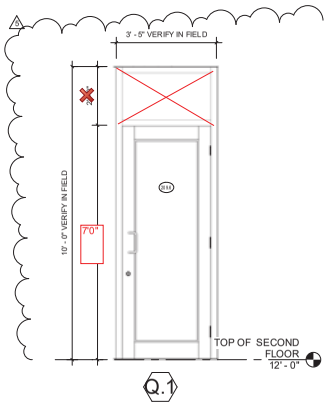
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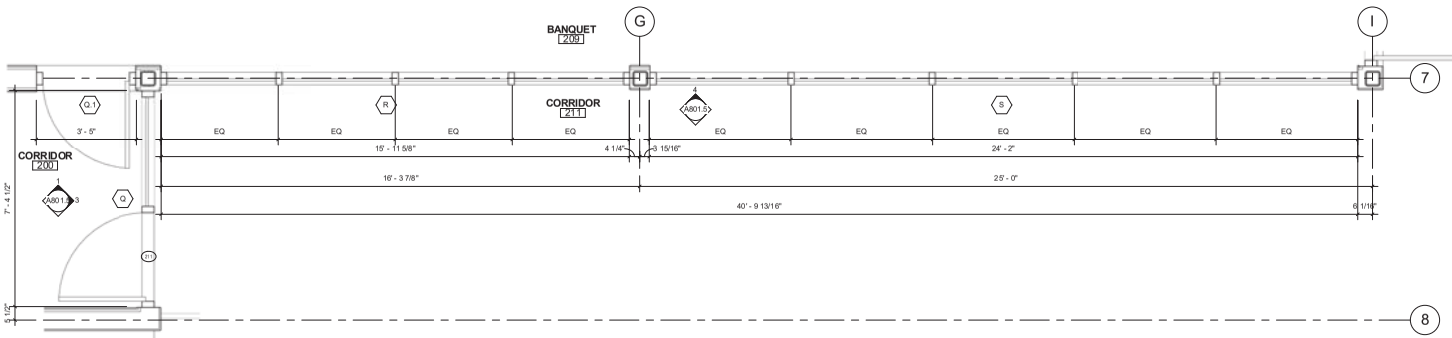
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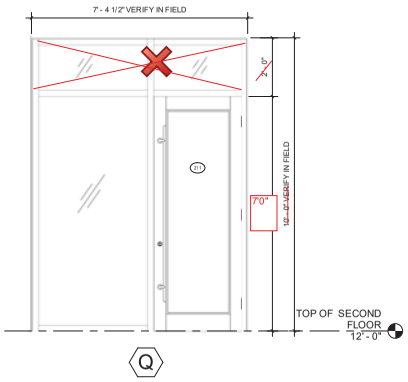
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SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.4

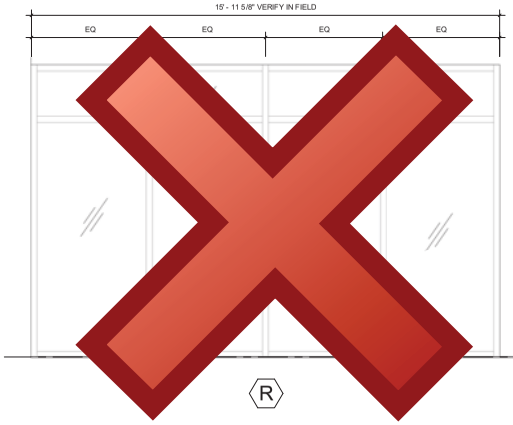
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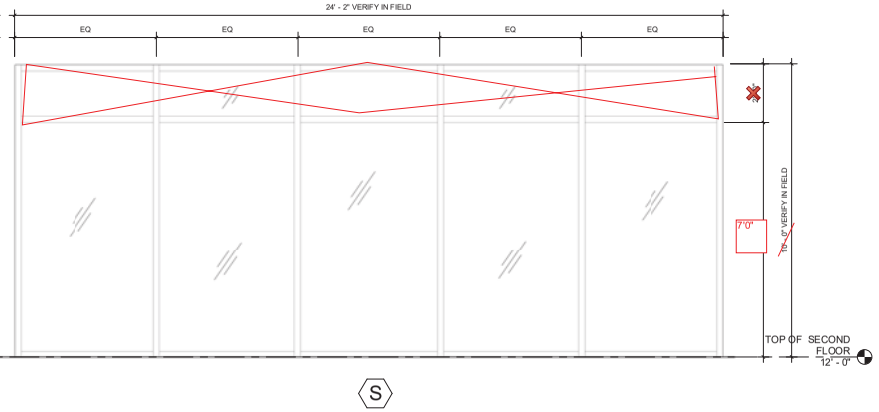




2 A801.5 **STOREFRONT Q, R & S**
1/2" = 1'-0"







1 See comments on A801

STOREFRONT ENTRY DOOR HARDWARE SHALL BE SUPPLIED WITH DOORS AS FOLLOWS, UNLESS INDICATED OTHERWISE:

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8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

GENERAL NOTES

1. PROVIDE LARGE IMPACT WINDOWS WHERE THERE IS A DROP OF MORE THAN 4'-0" ON THE FAR SIDE OF SUCH WINDOWS AND THE SILL IS LESS THAN 36" ABOVE THE NEAR SIDE WALKING SURFACE TO ACT AS A SAFEGUEARD TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN.
2. "M.O." DENOTES MASONRY OPENING & ROUGH OPENING.
3. "F.S." DENOTES FRAME SIZE.
4. STANDARD SHIM TO BE 1x4(.75"x3.5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOORWINDOW OPENIGS PER TABLE 8.00-X7 HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
7. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE SMALL MISSILE IMPACT RESISTANCE TO GLAZING ABOVE 30 FEET ABOVE THE GROUND LEVEL.
8. G.C. TO REFER TO STRUCTURAL DRAWINGS FOR COMPONENT AND CLADDING WIND LOAD DESIGN PRESSURES.
9. PROVIDE CATEGORY II LAMINATED, INSULATED, SAFETY GLAZING FOR ALL EXTERIOR GLASS PER B2407.1.4.1.
10. PROVIDE TEMPERED GLASS FOR AREAS THAT MEET CRITERIA OF SECTION 2406.3 HAZARDOUS LOCATIONS OF THE 2014 FLORIDA BUILDING CODE.
11. PROVIDE DOOR STOPS AT ALL STOREFRONT DOOR LOCATIONS.
12. BALANCE OF HARDWARE BY DOOR MANUFACTURER. ASSEMBLY SHALL COMPLY WITH OR EXCEED MIAMI-DADE WINDLOAD AND IMPACT REQUIREMENTS AND THE MORE STRINGENT REQUIREMENTS OF THIS PROJECT AND THEY MUST HAVE DADE COUNTY N.O.A. DOOR MANUFACTURER, HARDWARE SUPPLIER AND THE SECURITY SUPPLIER MUST COORDINATE THEIR EFFORTS TO ENSURE PROPER FUNCTION OF THE OPENING. DOOR CLOSERS SHALL BE PROVIDED BY THE HARDWARE SUPPLIER. THE HARDWARE SUPPLIER SHALL PROVIDE THE PROPER TEMPLATES TO THE DOOR MANUFACTURER NO LATER THAN 2 WEEKS AFTER THE HARDWARE SUPPLIER'S CONTRACT HAS BEEN AWARDED IN A TIMELY FASHION TO PREVENT DELAY IN THE PROPER PREPERATION AND MANUFACTURING OF THE DOOR.
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14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/ SHOP DRAWINGS FOR REVIEW AND APPROVAL.
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No.	DESCRIPTION	DATE
5	RFI #52	3/13/2019

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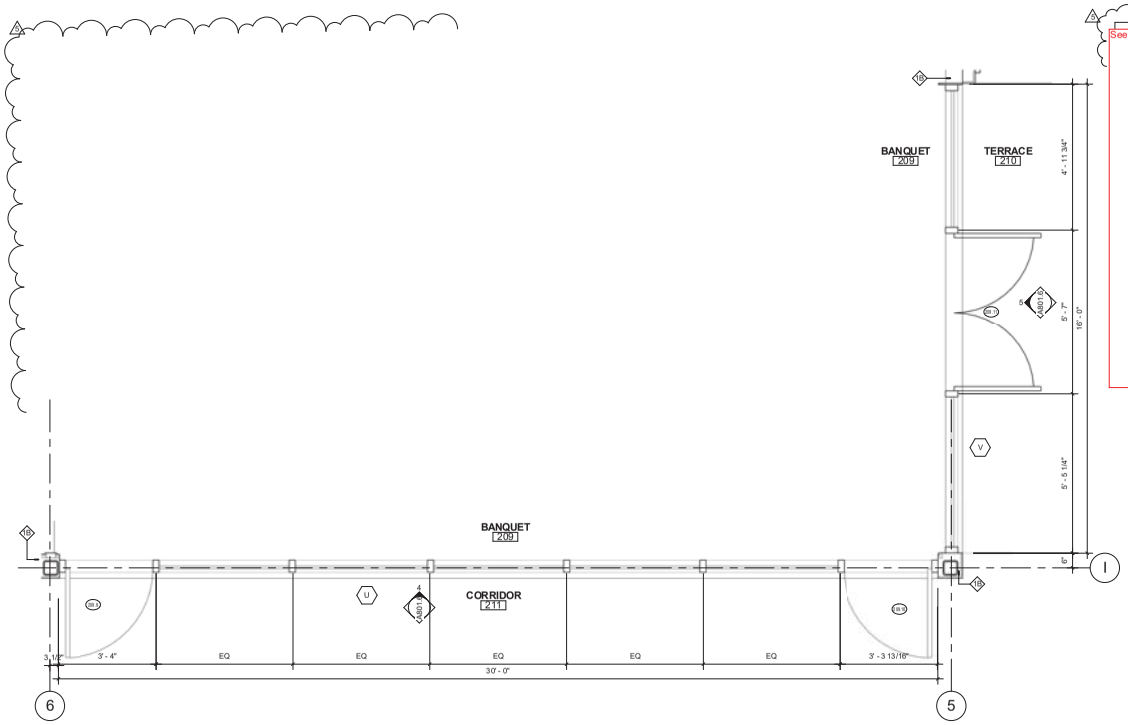
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17 16 of 36 bl 7 1616 th st -b-
ELECTRONICAL SIGNATURE SERIAL NUMBER

DRAWN	PM
EDIT DATE	4/11/2019 11:38:47 AM
ISSUE DATE	04/20/18
SCALE	As Indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.5



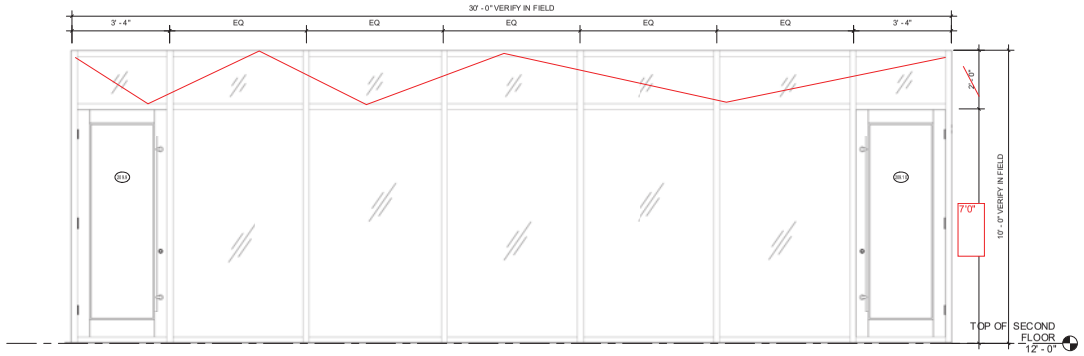
3 A801.6 **STOREFRONT U & V**
1/2" = 1'-0"

GENERAL NOTES

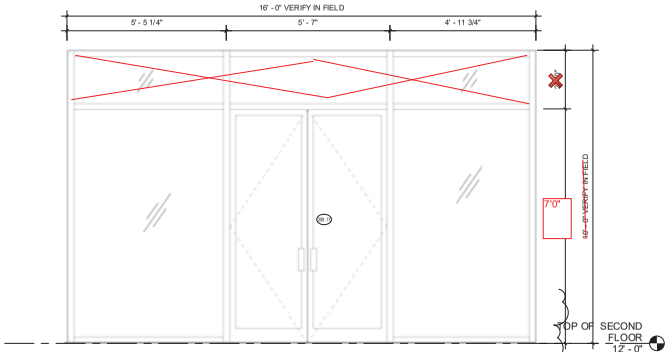
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3. "F.S." DENOTES FRAME SIZE.
4. STANDARD SHIM TO BE 1 x4(.75"x3 .5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOOR/WINDOW OPENIGS PER TABLE 600>30' HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
7. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE SMALL MISSILE IMPACT RESISTANCE TO GLAZING ABOVE 30 FEET ABOVE THE GROUND LEVEL.
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9. PROVIDE CATEGORY II LAMINATED, INSULATED, SAFETY GLAZING FOR ALL EXTERIOR GLASS PER 8/2407.1.4.1
10. PROVIDE TEMPERED GLASS FOR AREAS THAT MEET CRITERIA OF SECTION 2406.3 HAZARDOUS LOCATIONS OF THE 2014 FLORIDA BUILDING CODE.
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8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET



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V

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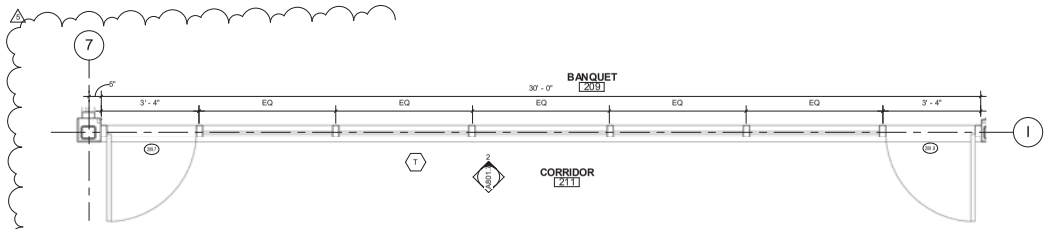
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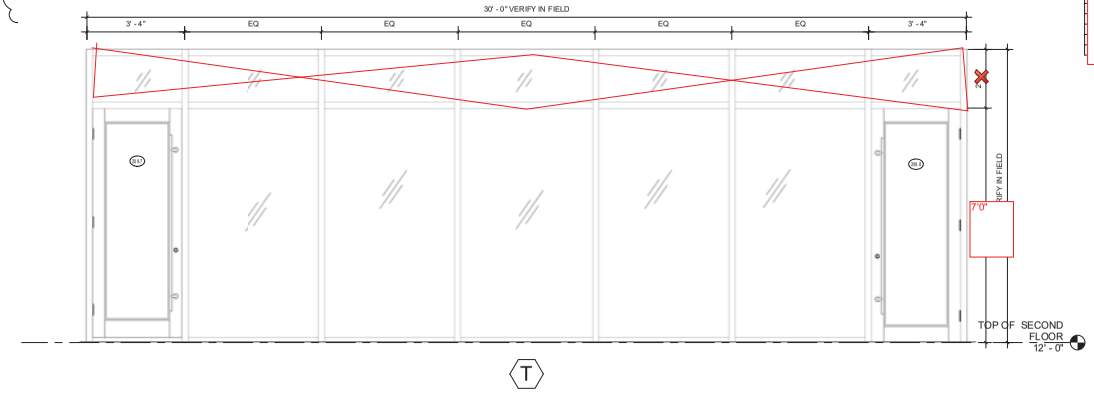
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ISSUE DATE	04/20/18
SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS

SHEET NUMBER
A801.6



1 A801.7 **STOREFRONT T**
1/2" = 1'-0"



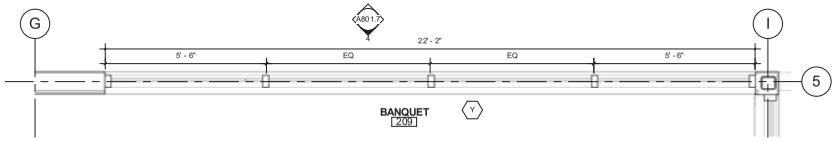
See schedule on A801 comments

GENERAL NOTES

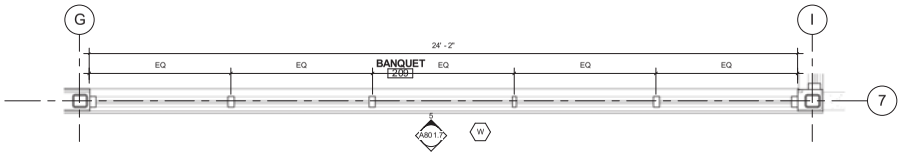
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4. STANDARD SHIM TO BE 1x4(7.5"x3.5") AND 1/4" AIRGAP EACH SIDE.
5. USE FIRE RETARDANT WOOD FOR ANY EXTERIOR STIFFENERS AT DOOR/WINDOW OPENGS PER TABLE 602K-307 HORIZONTAL SEPARATION "K"
6. PER 2014 FLORIDA BUILDING CODE SEC. 2410.2, PROVIDE LARGE MISSILE IMPACT RESISTANCE TO GLAZING BELOW 30 FEET ABOVE GROUND LEVEL.
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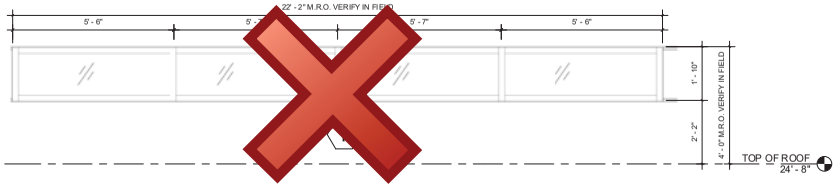
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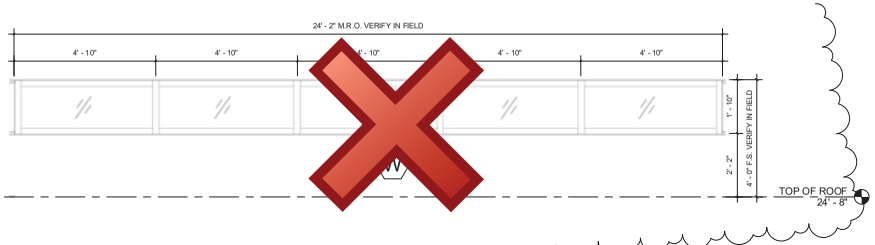


3 A801.7 **STOREFRONT Y**
1/2" = 1'-0"



6 A801.7 **STOREFRONT W**
1/2" = 1'-0"





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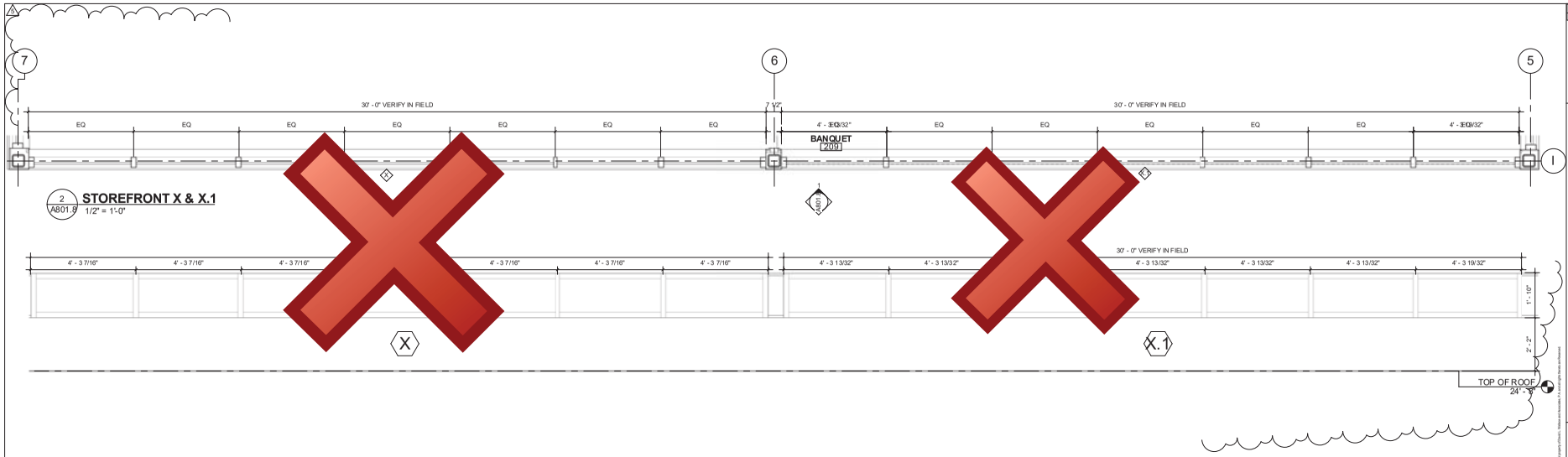
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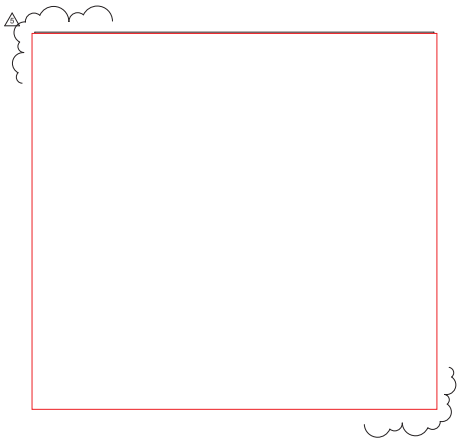
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ISSUE DATE	04/20/18
SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.7



2 / A801.8 **STOREFRONT X & X.1**
1/2" = 1'-0"



GENERAL NOTES

1. PROVIDE LARGE IMPACT WINDOWS WHERE THERE IS A DROP OF MORE THAN 4'-0" ON THE FAR SIDE OF SUCH WINDOWS AND THE SILL IS LESS THAN 36" ABOVE THE NEAR SIDE WALKING SURFACE TO ACT AS A SAFEGUEARD TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN.
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14. MANUFACTURER SHALL SUBMIT CALCULATIONS OF DESIGN LOADS W/SHOP DRAWINGS FOR REVIEW AND APPROVAL.
15. FIELD VERIFY ALL DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO FABRICATION

STOREFRONT ENTRY DOOR HARDWARE SHALL BE SUPPLIED WITH DOORS AS FOLLOWS, UNLESS INDICATED OTHERWISE:

1. CONTINUOUS HINGES, 780-112 HD, HAGER, KYNAR FINISH, COLOR TO MATCH DOOR.
2. PUSH/PULL, STYLE "CO-12" BY KAWNEER, OR APPROVED SUBSTITUTION BY OTHER LISTED MANUFACTURER, NO. 26 FINISH.
3. CLOSERS, SURFACE MOUNTED TYPE, LCN 4041-CUSH, COVER TO BE COLOR TO MATCH DOOR STAT.
4. WEATHER STRIPPING (3 SIDES)
5. BOTTOM SWEEP
6. HANDICAPPED THRESHOLD, CLEAR ALUMINUM MILL FINISH.
7. PROVIDE CONSTRUCTION CYLINDER AND REPLACE WITH FINAL CYLINDER SPECIFIED IN HARDWARE SET
8. FINAL CYLINDERS, PANIC DEVICES, ELECTRIC STRIKES AND CARD READERS BY HARDWARE SET

MARKER
RECEIVED 04/11/2019

No.	DESCRIPTION	DATE
5	RFI #52	3/13/2019

COLONY WEST COUNTRY CLUB
CLUBHOUSE
6850 NW 88TH AVE, TAMARAC, FL 33321
AD1 GLOBAL - CITY OF TAMARAC

TAMARAC
The City For Your Life

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1706 of 36 bl 7 1616 fb sf 3b
ELECTRONICAL SIGNATURE SERIAL NUMBER

DRAWN	PM
EDIT DATE	4/11/2019 11:38:53 AM
ISSUE DATE	04/20/18
SCALE	As indicated
JOB NUMBER	16-022
PROJECT STATUS	PERMIT SET
SHEET NAME	STOREFRONT DETAILS
SHEET NUMBER	A801.8

Title - Sister Cities Discussion

Sister City's Discussion ***- Carolina Rendeiro, Chief Marketing & Development Officer, Connect2Global, Inc. and Assistant to the City Manager Laura Karpaviciute***

Title - Public Art Discussion

Public Art Discussion ***- Community Development Director Maxine Calloway and Public Art Administrators George Gadson and Beth Ravitz***

Title - TO2404 - MU-N Self Storage Code Amendment

Item No. 8 (a) on Ordinances First Reading. (TO2404) An ordinance of the City Commission of the City of Tamarac, Florida amending Chapter 10 of the City's Code of Ordinances, entitled "Land Development Code" by amending Article 3, entitled "Use Regulations" by specifically amending Section 10-3.2 (H) entitled "Table of Allowed Uses" captioned as Table 10-3.1 , to prohibit self-storage, indoor uses in the MU-N (Mixed Use Neighborhood) zoning district, in conformity with the City of Tamarac Comprehensive Plan; providing for codification; providing for conflicts; providing for severability; and providing for an effective date. ***- Community Services Director Maxine Calloway***

ATTACHMENTS:

	Description	Upload Date	Type
🗋	1 - TO2404- Memo - Code Amendment - Self Storage in MU-N	5/29/2019	Cover Memo
🗋	TO2404 Ordinance	6/6/2019	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT

TO: Michael Cernech, City Manager

DATE: May 29, 2019

FROM: Maxine Calloway, Community Development Director

RE: Amendment to Zoning Code to Remove Self-Storage Use from the Allowed Uses Table in the MU-N (Mixed Use Neighborhood) District

Temp. Ordinance No. 2404

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to Section 10-3.1(H), "Table of Allowed Uses" of the City's Code of Ordinances, at its June 12, 2019 meeting and on Second Reading at its June 26, 2019 meeting.

Issue: To lift the Zoning in Progress by amending the Land Development Code to prohibit self-storage facilities in the MU-N (Mixed Use Neighborhood) Zoning District.

Background: Over the past recent years, the self-storage industry has proven to be one of the fastest growing sectors of commercial real estate development in the U.S. The unprecedented growth of the industry has been attributed to self-storage consumers including renters, homeowners, students, businesses and transitional populations demanding rental storage. As a result, the City of Tamarac has experienced a similar self-storage development trend. The trend has contributed to a significant amount of growth and infill development relative to the construction of self-storage facilities within the City including one (1) recently approved expansion of an existing site, and two (2) new self-storage facilities to be constructed along the major thoroughfares of W. McNab Road and W. Commercial Boulevard. In addition, staff has fielded many inquiries for potential development of self-storage facilities on vacant properties throughout the City.

Currently, self-storage facilities are permitted in the MU-N (Mixed Use Neighborhood), BP (Business Park), and I-1 (Light Industrial) Zoning Districts. Further, the use is allowed by right and does not require Special Exception approval by the City Commission. If the current provisions were to remain in effect, this would allow for the approval and construction of more than eight (8) additional self-storage facilities in a City less than 12 square miles in size. Recognizing that these conditions may contribute to the proliferation of excessive self-storage construction, the City issued a 180-day moratorium on the submission and acceptance of applications for new self-storage development on January 8, 2019. Said moratorium was affirmed by the City Commission on January 23, 2019 by Resolution R2019-14 with a set expiration date of July 6, 2019. The moratorium for self-storage development has allowed staff to further study the use and determine the most appropriate placement for the facilities within a designated zoning district.

The City's adopted Comprehensive Plan, *Future Land Use Element*, Objective 1 requires the City to administer and adopt appropriate land development code revisions, amending them as needed to respond to changing conditions. It is therefore necessary and in the public's best interest to amend the City's Land Development Code to prohibit the proliferation of self-storage facilities within residential neighborhoods and commercial corridors intended for mixed use development.

To that end, Staff is proposing a text amendment to the Code to prohibit the use of self-storage facilities within the MU-N (Mixed Use Neighborhood) Zoning District. However, the amendment will allow for the use to remain in the BP (Business Park) and I-1 (Light Industrial) Zoning Districts. The newly adopted standards will ensure newly built and redeveloped self-storage facilities are compatible with the surrounding neighborhood character and prevent the massing of warehouse type facilities along the City's major commercial corridors. In addition, the proposed text amendment will prevent the clustering of self-storage uses within commercial zoning districts and ensure a more equitable distribution of the use throughout the City to meet market demand.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

The proposed amendment eliminates Self Storage, Indoor as a permitted by right use, (indicated by a "P') in the Allowed Uses chart found in Table 10-3.1 of the Code and retains the use in Business Park (BP) and Light Industrial (I1) zoning designations throughout the City. All the design standards applicable under Section 10-3.3(E)(3), including the 2500 ft. distance separation between facilities are still applicable under this amendment. In addition, the proposed amendment supports Policy 1.5 of the Comprehensive Plan by promoting "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics and Policy 10.8 of the Comprehensive Plan which requires commercial land uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare or aesthetics of existing or future residential areas which is achieved by prohibiting self-storage facilities in the MU-N (Mixed Use Neighborhood) Zoning District and allowing the use to remain the BP (Business Park) and I-1 (Light Industrial) Zoning Districts.

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to the City's Code of Ordinances. The proposed code amendment is consistent with City of Tamarac Comprehensive Plan Policy 1.5 by promoting "quality development" in all land use categories by the establishment and implementation of design criteria and development standards in the Land Development Code which promote the highest standards of urban development and community aesthetics and Future Land Use Element Policy 10.8 by ensuring that commercial land uses are located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare or aesthetics of existing or future residential areas. In addition, the proposed code amendment supports the City's Strategic Goal #5 "A Vibrant Community" by addressing the regulation of nonresidential uses and their impact on the surrounding community.

Fiscal Impact: There will be no direct budgetary impact.



_____

Maxine A. Calloway,
Director of Community Development

MAC/atj

Attachment: Temporary Ordinance No. 2404/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. 2019 -

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AMENDING CHAPTER 10 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE 3, ENTITLED "USE REGULATIONS" BY SPECIFICALLY AMENDING SECTION 10-3.2 (H) ENTITLED "TABLE OF ALLOWED USES" CAPTIONED AS TABLE 10-3.1 , TO PROHIBIT SELF-STORAGE, INDOOR USES IN THE MU-N (MIXED USE NEIGHBORHOOD) ZONING DISTRICT, IN CONFORMITY WITH THE CITY OF TAMARAC COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 8, 2019, the City Manager issued an Administrative Order pursuant to Chapter 10, Section 10-5.4(U) of the City of Tamarac Code of Ordinances, declaring Zoning in Progress and instituting a 180- day moratorium on the submission and acceptance of applications for administrative review, land development permits, and building permits for the use of land for new Self Storage Facilities in the City of Tamarac; and

WHEREAS, on January 23rd, 2019, the City Commission adopted Resolution 2019-14, ratifying the City Manager's actions, declaring "Zoning in Progress" and affirming the moratorium on new Self Storage Facilities, Indoor, effective January 8, 2019 and expiring July 6, 2019; and

WHEREAS, the City of Tamarac (the "City") seeks to lift the Zoning in Progress by amending the Land Development Code to prohibit self-storage facilities in the MU-N (Mixed Use Neighborhood) Zoning District; and

WHEREAS, Policy 10.8 of the Future Land Use Element of the City's

Comprehensive Plan requires commercial land uses to be located in a manner compatible with adjacent land uses so as not to adversely affect the health, safety, welfare or aesthetics of existing or future residential areas; and

WHEREAS, the purpose and intent of the MU-N (Mixed Use Neighborhood) Zoning District is to support a mix of residential, retail, cultural, entertainment, and office opportunities, with street-level uses that generate pedestrian activity and upper-story residential and office uses that help maintain an active street presence; and

WHEREAS, staff have studied the provision and location of Self Storage Facilities to ensure the appropriate balance between existing residential uses and the projected demand for future locations of Self Storage, Indoor within the City of Tamarac; and

WHEREAS, the City Commission recognizes the probability of detriment to the character of the surrounding residential communities near the MU-N zoning district by the continued application of the existing regulations and the need to promote and provide appropriate uses to serve the residents of the community; and

WHEREAS, the City Commission finds that amending the Code to prohibit Self-Storage, Indoor as an enumerated use in the MU-N (Mixed Use Neighborhood) Zoning District is consistent with the goals, objectives and policies of the Comprehensive Plan of the City of Tamarac, as it corrects the distribution of improper land uses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as being

true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Chapter 10, Article III, Section 10-3.2 entitled "Table of Allowed Uses", of the City of Tamarac Code of Ordinances is hereby amended as follows:

Section 10-3.2 (H), Table of Allowed Uses.

Table 10-3.1: Allowed Uses P = Permitted SE= Special Exception Blank cell = Prohibited A = Accessory T= Temporary																
Use Category	Use Type	Residential				Mixed-Use and Nonresidential							Special Purpose			Use Stds
		RE	R1	R2	R3	MUN	MUC	MUG	NC	BP	I1	I2	PF	RC	SU	
RESIDENTIAL																
Household Living	Dwelling, live/work					P	P	P	P		P					10-3.3(B)(4)
	Dwelling, manufactured home		P	P	P											10-3.3(B)(5)
	Dwelling, multi-family				P	P	P	P								10-3.3(B)(5)(h)
	Dwelling, single-family	P	P	P	P											

	Dwelling, two-family			P	P											10-3.3(B)(7)
Group Living	Assisted living facility, nursing home, convalescent facility				P	P	P	P	P				P			
	Community residential home, Type I	P	P	P	P											10-3.3(B)(1)
	Community residential home, Type II				P											10-3.3(B)(2)
	Continuing care retirement community				P								P			10-3.3(B)(3)
PUBLIC, INSTITUTIONAL, AND CIVIC																
Community and Cultural Facilities	Club or lodge, private					P	P	P	P				P	P		
	Country club													SE		10-3.3(C)(7)
	Hall for hire					SE	SE	SE								
	Library, art gallery, or museum					P	P	P	P				P	P		10-3.3(C)(9)
	Municipal facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(C)(10)
	Religious assembly				P	P	P	P					P			10-3.3(C)(3)

	Stadium or arena						SE						SE	SE		
Day Care Facilities	Adult day care center				P	P	P	P	P							10-3.3(C)(1)
	Child care facility				SE	SE	SE	SE	SE							10-3.3(C)(4)
Educational Facilities	Business, trade, or vocational schools, Heavy									P	P	P				10-3.3(C)(8)
	Business, trade, or vocational schools, Light						P	P	P	P						10-3.3(C)(8)
	College or university						SE						SE			10-3.3(C)(8)
	Parochial school, incidental				SE	SE	SE	SE	SE				SE			10-3.3(C)(3); 10-3.3(C)(8)
	School				SE	SE	SE	SE	SE				P	SE		10-3.3(C)(8)
Health Care Facilities	Clinic, medical, urgent care, or dental				P	P	P	P	P	P						10-3.3(C)(5)
	Detoxification facility												P			
	Hospital, public or private												P			
Parks and Open Space	Botanical garden															
	Golf course													P		

	Community garden	P	P	P	A	A	A	A					A	A		10-3.3(C)(6)
	Park and playground	P	P	P	P				P				P	P		
COMMERCIAL																
Agriculture and Animal-Related Services	Agriculture, general															
	Animal boarding kennel						SE			P	P					10-3.3(D)(3)
	Pet care daily					P	P		P	P	P					10-3.3(D)(13)
	Stable															
	Veterinary office/clinic					P	P	P	P	P						
Food and Beverage Services	Bar, lounge, or tavern					SE	SE	SE	SE					A		
	Bottle club															
	Brewery						P	P		P	P	P				10-3.3(D)(5)
	Nightclub						SE	SE						A		10-3.3(D)(10)
	Restaurant					P	P	P	P	P				A		10-3.3(D)(14)
	Restaurant with microbrewery						P	P								10-3.3(D)(14)
	Restaurant, fast					SE	SE	SE	SE							10-

	casual (with or w/o drive-through)															3.3(D)(14)
	Restaurant, fast food (with or w/o drive-through)					SE	SE	SE								10-3.3(D)(14)
Funeral and Internment Services	Cemetery or mausoleum												P			
	Crematorium											P				
	Funeral home					P	P			P			P			
Lodging	Bed and breakfast					P	P	P								
	Hotel						P	P						SE		10-3.3(D)(8)
Offices, Business, & Prof. Services	Bank/financial institution				P	P	P	P	P							10-3.3(D)(4)
	Office, professional and business				P	P	P	P	P	P	P					10-3.3(D)(11)
	Telephone call center									P						
Personal Services	Coin laundry and dry cleaning (no chemical processing onsite)					P	P	P	P							
	Day spa					P	P	P	P							10-3.3(D)(7)
	Dry cleaning (chemical										P	P				

	processing onsite)															
	Massage establishment						SE		SE							10-3.3(D)(9)
	Stylist/salon					P	P	P	P	P						
	Tailor/shoe repair					P	P	P	P	P						
	Tattoo or body-piercing establishment						P									
Recreation and Entertainment	Adult entertainment						SE									10-3.3(D)(1)
	Amusement arcade						P									10-3.3(D)(2)
	Fitness and recreational sports center					P	P	P	P					A		
	Indoor recreation, general commercial						P	P		P						
	Movie theater, indoor						SE	P								
	Outdoor recreation, general commercial									P				P		
	Shooting range									SE						
Retail Sales	Bulk pool chemical sales										P	P				10-3.3(D)(6)

	Equipment sales and repair, heavy										P	P				
	Farmer's market, outdoor					P	P	P	P					T		
	Medical Marijuana Dispensary															
	Nursery															
	Pawn shop															
	Personal and household goods repair					P	P		P	P	P					10-3.3(D)(12)
	Print shop					P	P	P	P							
	Retail sales, general: < 10,000 sq. ft.				P	P	P	P	P	P	A			A		10-3.3(D)(15)
	Retail sales, general: ≥10,000 sq. ft.						P	P		P	P					10-3.3(D)(15)
	Thrift, consignment, and used merchandise					A	P	P	A							
Vehicles and Equipment	Boat and marine sales									P						
	Vehicle fuel sales						SE									10-3.3(D)(16)
	Vehicle rental						SE			P	P					10-3.3(D)(17)

	Vehicle sales, new						SE			P	P					
	Vehicle sales, used						SE			SE	SE					10-3.3(D)(19)
	Vehicle service and repair, major									A	P	P				10-3.3(D)(18)
	Vehicle service and repair, minor						SE			A	P	P				10-3.3(D)(18)
INDUSTRIAL																
Communications	Broadcast studio						SE			P			P		P	
	Communication facility									P					P	
	Motion picture studio						SE			P						
Industrial Services	Building material sales, indoor retail						P			P						
	Building material sales, outdoor or wholesale										P	P				
	Industrial service, general										P	P				
	Laboratory, research									P						
Mfg. and Production	Assembly, light									P	P	P				
	Food processing										P	P				
	Manufacturing, artisan						P			P	P	P				

	Manufacturing, heavy											P				
	Manufacturing, light									P	P	P				
Utilities	Utility facility, major										SE	SE	P		P	
	Utility facility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Wind energy conversion system	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
Warehouse, Wholesale, and Freight Movement	Contractor's storage yard and supply										P	P				
	Distribution center									P						
	Food and other products, wholesale						P				P	P				
	Parcel delivery service								P	P						
	Personal hobby activity										P					
	Self-storage, indoor					~~P~~				P	P					10-3.3(E)(3)
	Self-storage, outdoor															
	Storage buildings									P	P	P				

	Wholesale establishment									P	P	P				
Waste and Salvage (See Broward County's M-3 Intense Manufacturing and Industrial District for additional uses permitted under SE in I-2.)	Auto towing											SE				
	Auto wrecking and salvage yard											SE				10-3.3(E)(1)
	Recycling facilities											SE				10-3.3(E)(2)
Wireless communication facilities	Alternative tower structure in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Alternative tower structure not in right-of-way	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
	Base station in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Base station not in right-of-way	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
	Eligible facilities request	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Small cell facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	10-3.3(E)(4)
	Tower	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	10-3.3(E)(4)
ACCESSORY USES																
	Accessory dwelling unit	A	A	A	A											10-3.4(D)(1)
	Assembly hall				A	A	A	A	A				A	A		10-

																3.3(C)(3)
	Bingo game						A		A					A		10-3.4(D)(2)
	Building-mounted or rooftop antenna				A	A	A	A	A	A	A	A	A		A	
	Car wash and auto detailing, Automatic						A				A					10-3.4(D)(3)
	Car wash and auto detailing, Non-automatic						A				A					10-3.4(D)(3)
	Dormitory or residence hall				A		A						A			
	Drive-through service facility					A			A	A						10-3.4(D)(4)
	Dwelling, caretaker					A	A	A	A	A	A	A				10-3.4(D)(5)
	Garage or carport	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
	Home occupation	A	A	A	A	A	A	A	A							10-3.4(D)(5)
	Outdoor courts, fields, playgrounds and pools	A	A	A	A	A	A	A	A				A	A		10-3.4(D)(8)
	Outdoor seating, commercial					A	A	A	A	A				A		10-3.4(D)(8)
	Outdoor storage										A	A	A		A	10-

	non-sales, accessory															3.4(D)(10)
	Outdoor vehicle storage, accessory					A	A	A	A	A	A	A				10-3.4(D)(11)
	Satellite dish	A	A	A	A	A	A	A	A	A	A	A	A	A	A	10-3.4(D)(12)
	Small wind energy system, accessory	A	A	A	A	A	A	A	A	A	A	A	A	A	A	10-3.4(D)(13)
	Solar energy collection system, accessory use	A	A	A	A	A	A	A	A	A	A	A	A	A	A	10-3.4(D)(14)
	Utility shed	A	A	A	A						A	A	A	A	A	10-3.4(D)(16)
	Other accessory uses that comply with Code standards	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
TEMPORARY USES																
	Construction-related structure or facility	T	T	T	T	T	T	T	T	T	T	T	T	T	T	10-3.5(G)(2)
	Food truck					T	T	T	T	T	T	T		T		10-3.5(G)(3)
	Garage or yard sale	T	T	T	T											10-3.5(E)(2)
	Mobile classroom, temporary				T	T	T	T	T				T	T		10-3.5(G)(4)
	Model home	T	T	T	T	T	T	T								10-

															3.5(G)(5)
	Office space/equipment storage, temporary					T	T	T	T	T	T				
	Outdoor sales, seasonal					T	T	T	T						10-3.5(E)(3)
	Portable storage unit, temporary	T	T	T	T	T	T	T	T	T	T	T	T	T	T	10-3.5(G)(6)
	Real estate sales office	T	T	T	T	T	T	T							
	Special event	T	T	T	T	T	T	T	T	T	T	T	T	T	T	10-3.5(E)(4)

****

SECTION 3. Codification. It is the intention of the City Commission of the City of Tamarac that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this ordinance may be renumbered, re lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall become effective upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED, FIRST READING this day of , 2019.

PASSED, SECOND READING this day of , 2019.

_____

MICHELLE J. GOMEZ,

MAYOR

ATTEST:

_____

PATRICIA TEUFEL, CMC

CITY CLERK

I HEREBY CERTIFY that I have approved this ORDINANCE as to form.

_____

SAMUEL S. GOREN,

CITY ATTORNEY

Title - TO2405 - Human Trafficking Public Awareness Signs Ordinance

Item No 8 (b) on Ordinances First Reading. An ordinance of the City Commission of the City of Tamarac, Florida, amending Chapter 10, Article 4 of the City of Tamarac Code of Ordinances Land Development Code, entitled "Development and Design Standards"; specifically, amending Section 10-4.10 entitled "Signs" by creating a new section 10-4.10(D)(3)(m) to be entitled "Human Trafficking Public Awareness Signs"; providing for codification; providing for conflicts; providing for severability; providing for an effective date. ***- Community Development Director Maxine Calloway***

ATTACHMENTS:

	Description	Upload Date	Type
🗋	1 - TO2405- Memo - Code Amendment - Human Trafficking	5/29/2019	Cover Memo
🗋	TO2405 Ordinance	6/6/2019	Ordinance

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
COMMUNITY DEVELOPMENT

TO: Michael Cernech, City Manager

DATE: May 29, 2019

FROM: Maxine Calloway, Community Development Director

RE: Amendment to Zoning Code to Require the Posting of Human Trafficking Public Awareness Signs at Certain Establishments.

Temp. Ordinance No. 2405

Recommendation: The Director of Community Development recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to the City's Code of Ordinances, Section 10-4.10, to create a new section entitled "Human Trafficking Public Awareness Signs", at its June 12, 2019 meeting and on Second Reading at its June 26, 2019 meeting.

Issue: Legislation is needed to require the posting of Human Trafficking Public Awareness Signs at certain establishments throughout the City.

Background: According to several sources, Human trafficking is not just a problem; it is an epidemic taking away freedoms and livelihoods from men, women, and children around the world. Labor trafficking and sex trafficking are both forms of modern day slavery. Human trafficking is one of the fastest growing criminal enterprises in the world. It is estimated that at least 30 million people worldwide are enslaved today, this is more than any other period in history.

While massage professionals and businesses providing massage-therapy promote public health and well-being with therapeutic practices that temper aches and pains, ease stress, reduce blood pressure, and provide other valuable health benefits, there is sadly a nationally marked increase in massage businesses which are illicitly being utilized as outlets of the sex trade and for human trafficking purposes.

Such illicit businesses are detrimental to the health and safety of the entire community and adversely impact the local economy by driving legitimate businesses away, potentially affecting the vitality of neighborhoods and the provision of adequate services for residents and visitors of the City.

Based on national and local statistics and trends, the City Commission of the City of Tamarac has determined that amending the Tamarac Land Development Code to include a requirement of posting human trafficking awareness signage at strip clubs, adult entertainment businesses, massage establishments and hotels is in the best interests of the health, safety, and general welfare of the citizens and residents of the City of Tamarac.

As such, at the April 22, 2019 City Commission Workshop, after much discussion on the item, the Commission directed staff to prepare a draft ordinance requiring the posting of public awareness signage at certain establishments for their continued discussion and consideration.

Analysis: The following summarizes the proposed change in the Legislative Draft Ordinance (attached):

The proposed amendment creates Section 10-4.10(D)(3)(m) entitled "Human Trafficking Public Awareness Signs" and requires the posting of signage at strip clubs, adult entertainment businesses, massage establishments and hotels. In addition, the amendment requires the public awareness sign to be at least eight and one-half inches by 11 inches in size, and printed at least in 16-point type and state substantially the following in English, Mandarin and Spanish:

"If you or someone you know is being forced to engage in an activity and cannot leave – whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity – call the National Human Trafficking Resource Center at 1-888-3737-888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law." Posted pursuant to Section 787.29, Florida Statute and Tamarac Land Development Code Section 10-4.10(D)(3)(m).

Summary of Recommendation: Staff recommends that the Mayor and City Commission adopt on First Reading the proposed text amendment to the City's Code of Ordinances, establishing a new section, governing the posting of Human Trafficking Public Awareness Sings.

Fiscal Impact: There will be no direct budgetary impact.

Maxine A. Calloway,
Director of Community Development

MAC

Attachment: Temporary Ordinance No. 2405/ Legislative Draft Ordinance

CITY OF TAMARAC, FLORIDA
ORDINANCE NO. O-2019-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING CHAPTER 10, ARTICLE 4 OF THE CITY OF TAMARAC CODE OF ORDINANCES LAND DEVELOPMENT CODE, ENTITLED "DEVELOPMENT AND DESIGN STANDARDS"; SPECIFICALLY, AMENDING SECTION 10-4.10 ENTITLED "SIGNS" BY CREATING A NEW SECTION 10-4.10(D)(3)(m) TO BE ENTITLED "HUMAN TRAFFICKING PUBLIC AWARENESS SIGNS"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, massage professionals and businesses providing massage therapy promote public health and well-being with therapeutic practices that temper aches and pains, ease stress, reduce blood pressure, and provide other valuable health benefits; and

WHEREAS, there is sadly a nationally marked increase in massage businesses which are illicitly being utilized as outlets of the sex trade and for human trafficking purposes; and

WHEREAS, such illicit businesses are detrimental to the health and safety of the entire community and adversely impact the local economy by driving legitimate businesses away, potentially affecting the vitality of neighborhoods and the provision of adequate services for residents and visitors of the City; and

WHEREAS, the City Commission of the City of Tamarac has determined that amending the Tamarac Land Development Code to include a requirement of posting human trafficking awareness signage is in the best interests of the

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health, safety, and general welfare of the citizens and residents of the City of Tamarac.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

Section 1: The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Commission of the City of Tamarac hereby amends Chapter 10, Section 10-4.10 of the City's Code of Ordinances, Land Development Code, entitled "Signs", specifically amending Article 4, entitled "Development and Design Standards", by creating section 10-4.10(D)(3)(m), to be entitled "Human Trafficking Public Awareness Signs", as follows:

10-4.10(D)(3)(m), Human Trafficking Public Awareness Signs.

(m) Posting of Human Trafficking Public Awareness Signs

Human Trafficking shall have the meaning provided in Section 787.06 Florida Statutes, as may be amended from time to time.

(i) The employer at each of the following establishments shall display public awareness signs in a conspicuous location that is clearly visible to the public and employees of the establishment:

(A) A strip club or other adult entertainment business.
(B) A massage establishment.
(C) A hotel.

(ii) The required public awareness sign must be at least eight and one-half inches by 11 inches in size, must be printed at least in at least 16 point type, and must state substantially the following in English, Mandarin and Spanish:

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"If you or someone you know is being forced to engage in an activity and cannot leave – whether it is prostitution, housework, farm work, factory work, retail work, restaurant work, or any other activity – call the National Human Trafficking Resource Center at 1-888-3737-888 or text INFO or HELP to 233-733 to access help and services. Victims of slavery and human trafficking are protected under United States and Florida law." Posted pursuant to Section 787.29, Florida Statute and Tamarac Land Development Code Section 10-4.10(D)(3)(m).

SECTION 3: It is the intention of the City Commission of the City of Tamarac, Florida that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Tamarac, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

SECTION 4: If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the remaining portions or applications remaining in full force and effect.

SECTION 5: All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall become effective immediately upon adoption.

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PASSED, FIRST READING this day of , 2019.

PASSED, SECOND READING this day of , 2019.

_____
MICHELLE J. GOMEZ,
MAYOR

ATTEST:

_____
PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this ORDINANCE as to form.

_____
SAMUEL S. GOREN,
CITY ATTORNEY

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Title - Medical Marijuana Discussion

Medical Marijuana Discussion ***- Community Development Director Maxine Calloway and Assistant City Attorney Brian Sherman***

Title - Other