



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0038

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Greg Chavarria, City Manager

DATE: January 9, 2024

TITLE: Resolution Waiving the Competitive Solicitation and Selection Processes
Contained in the City of Fort Lauderdale Procurement Ordinance and
Approving a Development Agreement for Seawall Improvements
Associated with the Las Olas Marina Project with Las Olas SMI, LLC. -
\$2,872,583 - **(Commission District 2)**

Recommendation

Staff recommends the City Commission adopt a resolution waiving the competitive solicitation and selection process in the Procurement Ordinance and approving, in the substantially the form attached, a development agreement, with Las Olas SMI, LLC (Suntex) for the replacement of an existing seawall.

Background

On July 11, 2017, the City Commission adopted Resolution 17-154 approving a Ground Lease Agreement with Suntex for a 50-year term plus such a length of time, not to exceed five years, to complete construction of Lessee improvements. On April 2, 2019, the City Commission adopted Resolution 19-69 authorizing the execution of the First Amendment to the Ground Lease Agreement extending the Pre-Development Period from May 3, 2019 to December 31, 2019. The City Commission approved the Second Amendment on July 9, 2019, accepting the site plan via Resolution 19-141. On December 3, 2019 with Resolution 19-246, the City Commission extended the Pre-Development Period from December 31, 2019 to April 1, 2020 in the Third Amendment.

The Las Olas Marina project has a seawall that is being replaced as part of the development. The developer, Suntex, is responsible for the seawall within the demised premises and the City is responsible for the seawall section outside of the demised premises. Suntex notified the City that the seawall conditions were worse than anticipated and recommended that the City consider replacing its portion at the same time. City staff recommend waiving the City's procurement rules and entering into a development agreement with Suntex for it to manage the Project on behalf of the City. This will ensure a cohesive and timely implementation and incorporate these two projects into the larger development effort. Suntex has completed the seawall design, worked with multiple regulatory agencies for permitting, and anticipates that the seawall construction

will be completed by July 2024.

The cost for the City's portion of the seawall replacement is estimated at \$2,872,583.57 which includes a 7.5% administrative fee for Suntex to manage the Project. The proposed development agreement identifies that Suntex will fund the Project and the City will reimburse Suntex before January 1, 2026.

Resource Impact

There will be a fiscal impact associated with this Development Agreement in the amount of \$2,872,583. Funding is contingent upon the approval of the Consolidated Budget Amendment CAM # 24-0013.

Source:

| <i>Funds available as of December 13, 2023</i> | | | | | |
|--|---|---------------------------------|----------------------------|-------------------------------|-----------------------|
| ACCOUNT NUMBER | COST CENTER NAME | CHARACTER CODE/ ACCOUNT NAME | AMENDED BUDGET (Character) | AVAILABLE BALANCE (Character) | AMOUNT |
| 10-331-9100-538-60-6599-P12330 | CITY OWNED SEAWALL RESTORATION/REPLCMNT | CAPITAL OUTLAY/ CONSTRUCTION | \$2,359,763 | \$2,359,763 | \$2,872,583.57 |
| TOTAL AMOUNT → | | | | | \$2,872,583.57 |

Strategic Connections

This item is a *2024 Commission Priority*, advancing the infrastructure initiative.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community.
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure

This item advances the *Fast-Forward Fort Lauderdale Vision Plan 2035: We are Ready*.

Related CAM

24-0013 Budget Amendment

Attachments

- Exhibit 1 – Seawall Development Agreement
- Exhibit 2 – Seawall Conditions
- Exhibit 3 – Location Map
- Exhibit 4 - Resolution

Prepared by: Ben Rogers, Director, Transportation and Mobility

Department Director: Ben Rogers, Transportation and Mobility

NP-2 [24-0077](#) Michaela M. Conca - HPB Knowledge and Professional Background of Board Members

RECEIVED

NP-3 [24-0086](#) Michael D. Ray - Lead Emissions at and near FXE Airport

REMOVED FROM AGENDA

RESOLUTIONS

R-1 [24-0066](#) Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

R-2 [24-0063](#) City Manager Annual Performance Review - (Commission Districts 1, 2, 3 and 4)

DEFEATED

Yea: 2 - Commissioner Glassman and Mayor Trantalis

Nay: 3 - Vice Mayor Beasley-Pittman, Commissioner Sturman and Commissioner Herbst

[24-0140](#) WALK-ON - Motion to Extend Commission Meeting until 11pm

APPROVED

Yea: 4 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

Nay: 1 - Commissioner Glassman

R-3 [24-0038](#) Resolution Waiving the Competitive Solicitation and Selection Processes Contained in the City of Fort Lauderdale Procurement Ordinance and Approving a Development Agreement for Seawall Improvements Associated with Las Olas Marina Project with Las Olas SMI, LLC - \$2,872,583 - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PUBLIC HEARINGS

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("*Agreement*") is made to be effective as of January 26, 2024 (the "*Effective Date*"), by and between CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("*City*"), whose address is 1 East Broward Boulevard, Fort Lauderdale, Florida 33313 and LAS OLAS SMI, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("*Developer*"), whose address is c/o Suntex Marina Investors LLC, 17330 Preston Road, Suite 110c, Dallas, Texas 75252, as follows:

ARTICLE 1 APPOINTMENT AND TERM

Section 1.1 **Appointment.** On August 23, 2016, Developer's affiliate, Suntex Marina Investors LLC ("*SMI*"), was the sole bidder in response to the City's RFP #264-11791 for the lease, management and development of that certain marina commonly known as the Las Olas Marina (the "*Marina Property*"), and pursuant to City Resolutions, including Resolution No. 16-180, the City Commission selected SMI's proposal in connection with such development. In connection therewith, City engages Developer to develop, on behalf of the City, the upgrade and replacement of the existing seawall (the "*Seawall*") which is located both inside and outside of the Marina Property currently leased by Developer pursuant to that certain Ground Lease Agreement dated April 30, 2018, as amended from time-to-time (collectively the "*Lease*"). Developer's Final Completion (as defined in Section 2.8) of this Agreement shall be a condition precedent to the Commencement Date of the Lease.

Section 1.2 **Defined Terms.**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

- (a) "*Project*" shall mean the installation of a new seawall bulkhead of approximately 780' as depicted in the permit drawings attached hereto as Exhibit A.
- (b) "*Parties*" shall mean Developer and City, collectively.
- (c) "*Term*" shall mean period of time from the date the development of the Project commences, which shall be such time as Developer receives all applicable necessary and required governmental approvals and authorizations, and ending upon Final Completion of the Project, unless this Agreement is terminated earlier pursuant to the terms and conditions herein.

Section 1.3 **Independent Contractor.** City engages Developer, due to its direct involvement in the Las Olas Marina project, as an independent contractor to provide development services related to the design and construction of the Project. Developer shall be responsible for providing the development services in accordance with the standards set forth in this Agreement. Developer's authority to act on behalf of City is strictly limited to that expressly delegated herein. Nothing herein shall be construed to imply a joint venture, partnership, ownership, or participation by Developer in the Project after Final Completion.

Section 1.4 **Marina Contractor.** Developer shall engage a third-party marina contractor, who will be a licensed Florida contractor or otherwise meets any required legal and/or regulatory qualifications, to construct the contemplated improvements.

ARTICLE 2 **DEVELOPMENT**

Section 2.1 **Approved Plans and Specifications.** Developer has submitted to the Army Corps of Engineers (“ACOE”), Florida Department of Environmental Protection (“FDEP”), and Broward County the seawall permit package prepared by Cummins Cederberg, Inc., dated November 22, 2022 (the “*Approved Development Plan*”), which Approved Development Plan includes the plans and specifications (“*Approved Plans and Specifications*”) for the Project setting forth a description of the proposed improvements to be included in the Project. The Plans and Specifications are attached as Exhibit A and will be reviewed and approved by the City’s Building Department under building permit (BLD-BDSP-20020010i).

Section 2.2 **Budget.** The costs to develop, construct and deliver the Project, including hard costs, soft costs, costs of oversight of general conditions and general requirements and other expenditures anticipated to be incurred in connection with developing the Project, including but not limited to all funds necessary to pay construction costs, material, labor, design, professional fees, equipment, water/sewer studies, contractor overhead and expenses as well as any bonding, permit fees, financing costs, taxes, and insurance premiums (collectively, the “*Project Costs*”), which are estimated (but not guaranteed) to be (\$5,544,754.53) (“*Budget*”), is attached as Exhibit B.

Section 2.3 **Funds for Construction.** City agrees to contribute \$2,672,170.76 for the non-demised premise improvements (City’s Portion) plus an administrative fee of \$200,412.80 (7.5% of the City’s Portion) for a total not to exceed amount of \$2,872,583.57 (“City Contribution”). The City Contribution will be paid either in installments, the timing and amount (s) to be at the City’s discretion, or in full on or before January 1, 2026, subject to the Developer’s final completion of the Project by that date as defined herein as specified in Section 2.8. The Developer is responsible for all other costs associated with the Project. The City shall be solely responsible for any City requested, non-regulatory, modifications which result in increases to the budget.

Section 2.4 Omitted.

Section 2.5 **Other Services.** Developer shall provide the following additional services during the period prior to commencement of construction of the Project:

- (a) Provide City with a monthly progress report at the end of each month (the “*Project Schedule*”).
- (b) Provide business administration and supervision consistent with good construction practices and as may be required for the Project.
- (c) The Parties will work together to obtain all necessary public, including but not limited to all permits required, for the Project, including any State of Florida or ground lessor approvals, city planning, applicable building codes, public works, and building permit approvals. All such applications shall be completed by Developer in the name of City and processed by Developer.

Section 2.6 **Project Administration**. During construction of the Project, Developer shall exercise general management of the Project's construction and in connection therewith shall, without limiting the generality of the foregoing, perform the following duties in respect of the Project:

- (a) Determine, upon receipt of an application for payment from the General Contractor, subject to approval by Engineer, the amount due the General Contractor under the General Contract and review and request for payment from the City.
- (b) Obtain from the General Contractor all required lien releases and/or waivers and all other documentation as provided for herein, in the General Contract, and under the provisions of the Florida Construction Lien Law (Florida Stat. Secs. 713.001-713.37).
- (c) Assist in preparing such reports as may be required of the General Contractor on the progress of construction, which reports shall not be required more frequently than once per month.
- (d) Maintain construction accounts for the Project.
- (e) Coordinate the installation of the utilities with the appropriate utility companies.
- (f) Provide monthly progress pay applications to the City.

Section 2.7 **Bonds**. If City's building department so requires, City shall cause the Construction Bond described in Section 25-112 of the City of Fort Lauderdale Code of Ordinances to be deposited with the city engineer, with the premium for the bond to be payable directly by the Developer as part of the approved Budget.

Section 2.8 **Final Completion**. For purposes of this Agreement, the "*Final Completion*" of the Project shall be deemed to have occurred on the date when the new seawall is operational, all regulatory agencies have approved final inspections and all submittals required hereunder have been delivered, including copies of all transferable warranties. The Parties agree that Developer will cease providing its services upon Final Completion, with the exception of the obligations identified in Section 2.10.

Section 2.9 **Ownership and Operation of the Project**. The Project shall be solely owned and operated by City. After Final Completion, Developer shall provide a one (1) year warranty limited to construction and design defects (and specifically excluding any maintenance or repairs or issues necessitated by wear and tear, including any damage caused by or related to the use of the seawall by the Fort Lauderdale International Boat Show). Except for Developer's obligations in connection with such one (1) year warranty period, City will be solely and fully responsible for the complete and full operation, maintenance, and repairs of the Project that are outside of the Developer's Demised Premises and Developer shall have no further obligations relating to the Project after Final Completion. Until such time as the Developer's lease terminates, Developer will be fully responsible for the complete and full operation, maintenance, and repairs of the Project that are within Developer's Demised Premises.

Section 2.10 **Developer's Services**. Developer will hire appropriately licensed third parties to develop and construct the Project and will manage, supervise and coordinate the licensed third parties as needed to effectuate a complete code and permit compliant Project (the "*Services*"). Developer's obligations, responsibilities and duties under this Agreement do not include, and Developer is not itself preparing, any design or engineering plans or specifications, or performing any of the construction or directly furnishing any of the materials required for the Project. Developer has engaged and designated Cummins Cederberg, Inc. ("*Engineer*") as the engineer of record for the Project. Developer will engage

Ahtna Marine & Construction Company, Inc., or another licensed Florida contractor (the “*General Contractor*”) as the general contractor and for the Project. Developer will enter into a separate construction agreement (the “Construction Contract”) with the General Contractor.

Section 2.11 **Limitation of Developer’s Liability.** Developer and Developer’s direct and indirect shareholders, affiliates, parents and related entities, members, managers, officers, directors, and employees (“*Related Parties*”) entire liability under this Agreement shall be limited to and shall not exceed the amount of the Developer’s Portion of the Budget.

Section 2.12 **Deemed Approval by City.** Whenever Developer shall be required under the terms of this Agreement to obtain the approval of City with respect to a matter, City shall be deemed to have approved such matter if City fails to send Developer written notice of City’s disapproval of such matter within fifteen (15) business days after the date of Developer’s written request to City for seeking City’s approval or consent. This section does not apply to questions or issues pertaining to the City’s permitting process or regulatory requirements that have a defined application, submission, and license/permit issuance process.

ARTICLE 3 **CONSTRUCTION FUNDS**

Section 3.1 **Project Costs.** Developer will provide pay applications (each, a “*Payment Application*”) that must be complete for City approval and include all reasonably requested supporting documentation. The City reserves the right to reject incomplete Payment Applications before making any payments for the Project. Pay Applications will be associated with individual remittance dates and are not submit to the Florida Prompt Payment Act. The City funding requirements and remittance dates are defined in Section 2.3.

ARTICLE 4 **REMEDIES**

Section 4.1 **City Default.** Upon a failure by City to pay any amounts or monetary obligations due and owing to Developer by January 2026 which is not cured within sixty (60) days following receipt of written notice by Developer specifying such default, Developer may, in its sole discretion, (i) elect to suspend/stop all Developer obligations hereunder until such outstanding obligations are paid, or (ii) elect to offset all, or part of, Developer’s obligations owing to City under the Lease, and such election shall not be deemed an event of default under the Lease by City nor shall such election prevent or prohibit Developer from seeking any and all other remedies to which it may be entitled to in equity or at law. Upon a breach of City’s representations and warranties set forth in Section 5.2 below, Developer may, in its sole discretion, elect to suspend/stop all Developer obligations hereunder until such breach is cured, and such election shall not prevent or prohibit Developer from seeking any and all other remedies to which it may be entitled to in equity or at law.

Section 4.2 **No Waiver.** No delay or omission of the non-defaulting party to exercise any right or remedy accruing upon the occurrence of a default or breach hereunder shall impair any such right or remedy, nor shall any such delay or omission be construed to be a waiver of any such right or remedy. The non-defaulting party may waive any right or remedy available to it upon the occurrence of a default, but no such waiver shall extend to or affect the rights or remedies of the non-defaulting party with respect to any other existing or subsequent defaults.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Section 5.1 **Developer's Representations and Warranties**. Developer hereby represents and warrants to City as of the date hereof:

(a) That Developer is duly organized and validly existing in the State of Delaware and in good standing under the laws of and is authorized to conduct business in the State of Florida. Developer has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, subject to creditor's rights, bankruptcy and any other equitable principles.

(b) That Developer shall comply with all insurance requirements set forth in the Construction Contract and/or the contract with the Engineer.

Section 5.2 **City's Representations and Warranties**. City hereby represents and warrants to Developer as of the date hereof:

(a) The City, through CAM 24-0038 has waived the City's procurement and bidding requirements for this Agreement.

(b) This Agreement and the Approved Development Plan and the Approved Specifications and Plans shall comply with all applicable statutes, laws, ordinances and rules.

ARTICLE 6
MISCELLANEOUS PROVISIONS

Section 6.1 **Notices**. All notices given hereunder shall be made in writing and given to the addressee at the address specified below Notices may be given by certified mail, return receipt requested, by overnight delivery, or by electronic delivery, or by hand delivery, and shall be effective upon receipt at the address of the addressee.

Section 6.2 **Assignment**. Developer may assign all of its right, title and interest in and to this Agreement to any affiliate of Developer without the consent of City; provided that such affiliate is not on the Scrutinized Companies list pursuant to Florida law as further defined in Section 6.9.

Section 6.3 **No Third-Party Beneficiaries**. This Agreement is solely for the benefit of the parties hereto and their successors and permitted assigns. No other person shall be deemed to be a third-party beneficiary of this Agreement or any provision hereof or shall be entitled to enforce any rights hereunder or with respect hereto.

Section 6.4 **Relationship Between Parties**. The relationship of the Parties shall be limited to the Services. Nothing herein shall be deemed to create a partnership or joint venture between the Parties hereto, nor to authorize either of the Parties hereto to act as general agent for the other party. Neither of the Parties hereto shall have the power to borrow money or incur debt on behalf of or in the name of the other party hereto or to use or commit the credit of the other party hereto for any purpose, except as specifically set forth herein.

Section 6.5 Force Majeure Events. Except for obligations regarding the payment of money and the maintenance of insurance, whenever a period of time is herein prescribed for action to be taken by City or Developer, neither party shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure Events. For purposes hereof, Force Majeure Events shall consist of major incident of inclement weather (including tornado or hurricane), or hostile governmental action, civil commotion, or fire or other casualty, or any other circumstance beyond the reasonable control of City or Developer, as the case may be. If the work shall be stopped or delayed for a period of thirty (30) days or more by City or any other public or governmental authority under the control of City, it shall be deemed a Force Majeure Event.

Section 6.6 Conflicts; Entire Agreement; Headings. This Agreement represents the entire Agreement between City and Developer with regard to project management services related to the development of the Project and all prior agreements are superseded hereby. In the event of a conflict between the provisions of this Agreement and the Lease, this Agreement shall control. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.7 Jurisdiction, Venue, Waiver, Waiver of Jury Trial. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

Section 6.8 Attorney Fees. The prevailing party in any litigation shall be entitled to recover all reasonable costs and expenses incurred to enforce this Agreement, determine the duties, obligations or liabilities of the Parties under this Agreement, or concerning the meaning, interpretation or enforceability of any provision contained in this Agreement, including reasonable attorneys' expenses, whether incurred during trial or on appeal. For purposes of this Section 6.8, a party will be considered to be the "prevailing party" if: (i) such party initiated the litigation and substantially obtained the relief which it sought (whether by judgment, voluntary agreement or action of the other party, trial or alternative dispute resolution process); (ii) such party did not initiate the litigation and either (A) received a judgment in its favor, or (B) did not receive judgment in its favor, but the party receiving the judgment did not substantially obtain the relief which it sought; or (iii) the other party to the litigation withdrew its claim or action without having substantially received the relief which it was seeking.

Section 6.9 Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Developer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or

revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The City may terminate this Agreement at the City's option if the Developer is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

Section 6.10 Non-Discrimination. The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Section 6.11 E-Verify. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractor, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor or subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

Section 6.12 **Public Records.** **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444 FORT LAUDERDALE, FLORIDA 33301; PHONE: (954) 828-5002; EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.**

Developer shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records, kept and maintained by Developer, that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term if the Developer does not transfer the records to the City.

4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Developer or keep and maintain public records required by the City to perform the Services. If the Developer transfers all public records to the City upon completion of this Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of this Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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EXECUTED to be effective as of the Effective Date set forth above.

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

By: _____
Greg Chavarria
City Manager

Date: January 26, 2024

ATTEST:

By: _____
David Solomon, City Clerk



APPROVED AS TO FORM AND
CORRECTNESS:

THOMAS ANSBORO, CITY ATTORNEY

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

LAS OLAS SMI, LLC,
a Delaware limited liability company authorized to do
business in the State of Florida

[Handwritten Signature]

ERIC METZ

[Handwritten Signature]

By: DAVID FILLER

[Witness print/type name]

[Handwritten Signature]
KEVIN DIAZ

[Witness print/type name]

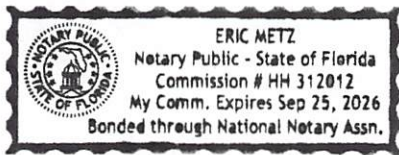
ATTEST:

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 16th day of JANUARY, 2024, by David Filler, as Manager for Las Olas SMI,
LLC, a Delaware limited liability company authorized to do business in the State of Florida.

(SEAL)



[Handwritten Signature]

(Signature of Notary Public – State of Florida)

ERIC METZ

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

INVESTIGATION REPORT
STATE OF MISSISSIPPI
DEPARTMENT OF JUSTICE

[Handwritten signature]

[Handwritten signature]

100-1000

100-1000

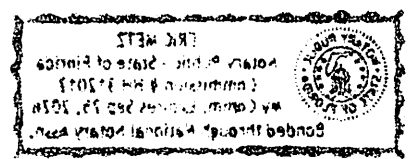
[Handwritten signature]

STATE OF MISSISSIPPI
DEPARTMENT OF JUSTICE
INVESTIGATION REPORT

[Handwritten signature]

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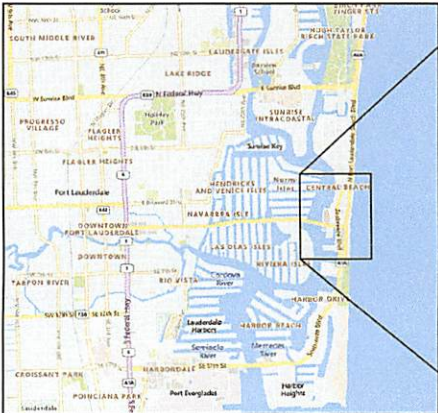
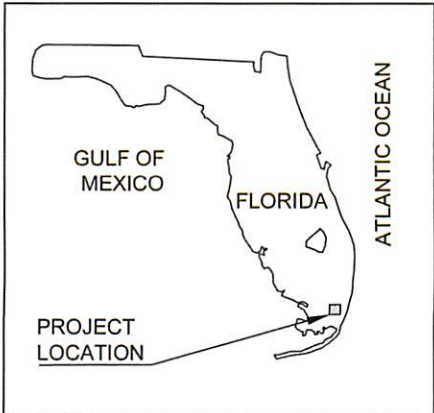
INVESTIGATION REPORT
STATE OF MISSISSIPPI
DEPARTMENT OF JUSTICE

SEAWALL REPLACEMENT PLANS

EXHIBIT A

LAS OLAS MARINA SOUTH BULKHEAD AND DECK

240 AND 300 LAS OLAS CIRCLE
FT. LAUDERDALE, FLORIDA



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PROJECT LOCATION

CLIENT:

MARINE ENGINEER:

Las Olas SMI, LLC
1688 Meridian Avenue, Suite 900
Miami Beach, FL 33139

CUMMINS | CEDERBERG
Coastal & Marine Engineering
Miami | Fort Lauderdale | Jupiter
Tallahassee | St. Petersburg
888 S. ANDREWS AVE., SUITE 206
FORT LAUDERDALE, FLORIDA 33316
TEL: +1 954-880-1646
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COVER
SHEET 1 OF 11
CM-1.0

1. GENERAL

- 1.1. THE WORK CONSISTS OF PROVIDING ALL CONSTRUCTION, LABOR, EQUIPMENT, MATERIAL AND OPERATIONS IN CONNECTION WITH THE CONSTRUCTION OF NEW BUILDINGS, UPLAND EROSION, RFP/RP PLACEMENT, BACKFILL, DREDGING, AND DEMO OF EXISTING WORK AS SHOWN ON THESE DRAWINGS.
1.2. ANY DISCREPANCIES IN THE PLANS WITH THE FIELD CONDITIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER. CONSTRUCTION SHALL NOT CONTINUE UNTIL THE ENGINEER HAS ADDRESSSED THE DISCREPANCIES.
1.3. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES IN THE PROJECT VICINITY. ANY DAMAGE TO PRIVATE OR PUBLIC PROPERTY FROM THE PROJECT VICINITY, INCLUDING STAGING SITES, WORK AND ACCESS AREAS SHALL BE REPAIRED PROMPTLY BY THE CONTRACTOR. ANY DAMAGE AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO COST TO THE OWNER. ALL ACCESS AND STAGING AREAS SHALL BE KEPT NEAT, ORDERLY AND IN A SAFE MANNER. ALL ACCESS AND STAGING AREAS SHALL BE RESTORED TO THE PRE-CONSTRUCTION CONDITION UPON PROJECT COMPLETION AT THE COST OF THE CONTRACTOR. THE SITE SHALL BE RESTORED BY REMOVING AND FINISHING ALL EVIDENCE FOR CONSTRUCTION. IN THE EVENT INFRASTRUCTURE (SUCH AS BULKHEADS, SODIUMS, FENCES, VEGETATION, ETC.) IS TEMPORARILY REMOVED OR RELOCATED OR THERE IS UNAUTHORIZED DAMAGE TO VEGETATION AND/OR FACILITIES BY THE CONTRACTOR, THE CONTRACTOR SHALL RESTORE ALL DAMAGE TO STRUCTURES AND NATURAL FEATURES TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
1.4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PRESENT UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER CLEARANCE AND PROTECTION TO ALL OVERHEAD WIRES AND OBSTRUCTIONS.
1.5. THE CONTRACTOR SHALL EXCLUDE THE PUBLIC FROM THE WORK AREAS IN THE IMMEDIATE VICINITY OF OPERATIONS. CONTRACTOR SHALL PROVIDE APPROPRIATE SAFETY MEASURES TO PROTECT THE PUBLIC.
1.6. ALL NEW STRUCTURAL WORK INCLUDING CONCRETE AND REINFORCEMENT SHALL BE ACCURATELY FIELD MEASURED AND CHECKED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE PREPARED TO MAKE FIELD ADJUSTMENTS TO ACCURATELY FIT THE NEW WORK TO EXISTING CONDITIONS.
1.7. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED NOTICE TO PROCEED.
1.8. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS SHOULD BE CONSIDERED WHEN OBTAINING SCALED DATA.
1.9. CONSTRUCTION WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL BUILDING CODES AND COVERING REGULATIONS, (FED, USACE, THE CITY OF FT. LAUDERDALE, AND BROWARD COUNTY. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF THE PERMITS, LICENSES, AND AUTHORIZATIONS.
1.10. DEMOS TO BE REMOVED BEFORE CONSTRUCTION. CONTRACTOR SHALL IMPLEMENT BMP'S TO PREVENT DEBRIS FROM EXISTING TIDAL WATERS DURING DEMOLITION.
1.11. BEST MANAGEMENT PRACTICES SHALL BE USED DURING ALL PILE DRIVING ACTIVITY, INCLUDING TURBIDITY BARRIERS AND NOISE ABATEMENT METHODOLOGIES.

2. LAYOUT AND TESTING

- 2.1. ALL CONSTRUCTION TAKEOUT SHALL BE PERFORMED BY AND PAID FOR BY THE CONTRACTOR UNDER THE SUPERVISION OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA. ALL TESTING AND INSPECTION FOR CONCRETE MATERIALS SHALL BE IN ACCORDANCE WITH FOOT SPECIFICATIONS AND SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY.

3. DEMOLITION

- 3.1. CONTRACTOR SHALL VERIFY THE EXTENTS, LOCATION AND QUANTITIES OF EXISTING ELEMENTS TO BE REMOVED.
3.2. ALL DEMOS WITHIN THE LIMITS OF THE PROJECT SHALL BE MAILED OFF BY THE CONTRACTOR, AS DIRECTED BY THE OWNER, AND DISPOSED OF AT AN APPROPRIATE FACILITY.
3.3. CONTRACTOR SHALL NOT DAMAGE ANY STRUCTURAL COMPONENTS BEYOND THE DEMOLITION REQUIREMENTS DETICED IN THESE DRAWINGS. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3.4. ANY DEMOLITION MATERIALS THAT EXTER TIDAL WATERS SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR.

4. CONCRETE

- 4.1. FORMS FOR THIS WORK SHALL BE MADE OF EITHER WOOD OR METAL. THEY SHALL BE STRAIGHT AND FREE OF WARF OR BENDS. THEY SHALL HAVE SUFFICIENT STRENGTH AND RIGIDITY, WHEN STAVED, TO RESIST THE PRESSURE OF THE CONCRETE WITHOUT SPRINGING. IF WOODEN FORMS ARE USED, THEY SHALL BE OF ADEQUATE SECTION AND SHALL HAVE A FLAT SURFACE ON TOP. FORMS SHALL HAVE A DEPTH AT LEAST EQUAL TO THE VERTICAL DIMENSIONS FOR THE DEPTH OF THE CONCRETE BEING DEPOSITED AGAINST THEM, WHEN READY FOR THE CONCRETE TO BE DEPOSITED, THEY SHALL NOT VARY FROM THE APPROVED LINE AND GRADE, AND SHALL BE KEPT SO UNTIL THE CONCRETE HAS SET.
4.2. JUST PRIOR TO PLACING THE CONCRETE, ANY WOODEN FORMS SHALL BE MOISTENED AND ALL STEEL REINFORCING SHALL BE RINSED WITH FRESH WATER. THE CONCRETE SHALL BE PLACED IN THE FORMS AND VIBRATED IN PLACE SO THAT ALL HONEYCOMBS WILL BE ELIMINATED AND SUFFICIENT WATER BROUGHT TO A SMOOTH EVEN FINISH BY MEANS OF A FLOA.
4.3. CONTRACTOR SHALL BE PREPARED TO PLACE CONCRETE OF LOWER MEMBERS OF THE MARINE STRUCTURES IN SUBMERGED CONDITIONS UTILIZING TRUESE METHODS AT NO ADDITIONAL COST.
4.4. NO CONCRETE SHALL BE POURED DURING UNFAVORABLE WEATHER OR SEA CONDITIONS.
4.5. ALL STEEL SHALL HAVE A MINIMUM OF 3 INCHES CONCRETE COVER, UNLESS OTHERWISE NOTED. CHAIRS SHALL BE PLASTIC AND NO METAL SHALL PROTRUDE FROM SURFACE OF CONCRETE.
4.6. CAST-IN-PLACE CONCRETE SHALL BE A MINIMUM OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS. WATER CEMENT RATIO (W/C) SHALL BE LESS THAN OR EQUAL TO 0.4. PROVIDE MIX DESIGN FOR A CLASS IV NORMAL WEIGHT 145 PCF AFTER "CLASS IV" CONCRETE FOR AN EXTREMELY AGGRESSIVE (MARINE) ENVIRONMENT IN ACCORDANCE WITH FOOT SPECIFICATIONS. PROVIDE SUFFICIENT AMOUNT OF FLY ASH AND SILICA FUME TO THE CEMENT CONTENT. INCLUDE EVIDENCE ON CORROSION INHIBITOR OR APPROVED EQUAL. CONTRACTOR SHALL PROVIDE MIX DESIGN TO ENGINEER FOR APPROVAL. 10 DAYS PRIOR TO CONCRETE PLACEMENT.
4.7. NO WATER SHALL BE ADDED TO CONCRETE AT THE JOB SITE UNLESS AUTHORIZED BY THE ENGINEER OR SPECIAL INSPECTOR.
4.8. WHEN SURFACE FINISHING IS COMPLETED, THE STRUCTURE SHALL BE PROTECTED AGAINST BIRN SPLASH FOR TWO DAYS AND CURED FOR APPLICABLE PARAGRAPHS OF SECTION 400-18 OF THE FOOT STANDARD SPECIFICATIONS. CURING SHALL OCCUR FOR AT LEAST 7 DAYS.
4.9. A SURFACE ALUMINUM-BEARING SEALER OF ALUMINUM-BEARING SEALER CLASSIFICATION, SUCH AS DMSF EPIDURAL, OR APPROVED EQUAL, SHALL BE APPLIED ALL EXPOSED CONCRETE.
4.10. APPLY SIXX ARMATED 110 BONDING AGENT, OR APPROVED EQUAL, AT CONSTRUCTION JOINTS PRIOR TO PLACEMENT OF NEW CONCRETE.
4.11. COMPONENTS NOT CONSTRUCTED ACCORDING TO THESE SPECIFICATIONS SHALL BE REMOVED AND REPLACED PROPERLY AT THE EXPENSE OF THE CONTRACTOR.
4.12. THE FACES OF THE FINISHED STRUCTURES SHALL BE TRUE, STRAIGHT, AND OF UNIFORM WIDTH, FREE FROM HUMP, SAGS, OR OTHER IRREGULARITIES EXCEPT AS SPECIFIED IN THE PLANS. THE CONTRACTOR SHALL REPLACE ANY DETRIEVED ELEMENTS.
4.13. CONCRETE FORMWORKERS AND FINISHERS: THE CONTRACTOR SHALL SUPPLY A SUFFICIENT NUMBER OF EXPERIENCED CONCRETE FORMWORKERS AND FINISHERS IN ORDER TO COMPLETE THE WORK. A CONCRETE FOREMAN WHO HAS A THOROUGH UNDERSTANDING OF THE PLANS, SPECIFICATIONS, AND REFERENCED SPECIFICATIONS SHALL SUPERVISE ALL FORMWORKERS AND FINISHERS. NO SUB-STANDARD WORKSMANSHIP WILL BE ACCEPTED.
4.14. CONCRETE TRANSPORTATION: CONCRETE DELIVERED FROM A READY MIX PLANT SHALL BE TRANSPORTED IN ACCORDANCE WITH FOOT SECTION 345-1.1. CONCRETE THAT IS NOT PLACED IN THE FORM WITHIN THE SPECIFIED TIME LIMITS WILL BE SELECTED AND NOT INCLUDED IN THE WORK. CONTRACTOR SHALL BEAR ALL COSTS FOR REJECTED CONCRETE. CONCRETE

SHALL NOT BE PLACED IN THE FORMS UNTIL THE REINFORCING STEEL PLACEMENT HAS BEEN APPROVED BY THE ENGINEER.

5. STEEL

- 5.1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED BARS FREE FROM LOOSE RUST AND SCALE.
5.2. STRUCTURAL STEEL SHAPES SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A767.
5.3. STEEL SHALL BE PLACED AS SHOWN IN THE PLANS. ALL ACCESSORIES SHALL BE PLASTIC ONLY TO SUPPORT REINFORCING EXPOSED TO WEATHER. ALL REINFORCING STEEL SHALL BE ACCURATELY LOCATED AND FIRMLY HELD IN PLACE BEFORE AND DURING THE PLACEMENT OF CONCRETE.
5.4. CONTRACTOR SHALL ALLOW 5% ADDITIONAL REINFORCEMENT FOR USE AT ENGINEER'S DISCRETION.
5.5. REINFORCING STEEL, SUPPORTS, AND TIE-BARS SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A767.

6. STEEL SHEET PILING

- 6.1. STEEL SHEET PILING SHALL BE OF THE SECTIONS INDICATED OR APPROVED EQUAL, AND SHALL BE ASTM A572 GRADE 60 OR HIGHER.
6.2. SHEET PILING SHALL BE COATED WITH THERM TAR (40#-41#) COAL TAR EPOXY FROM TOP OF STEEL SHEET PILE TO SEPARATED OF WET FACE.
6.3. COATING SHALL BE 1/8 MILS DRY FILM THICKNESS, AND APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER INSTRUCTIONS.
6.4. PILE DRAWING TO BE CARRIED OUT USING VIBRATORY HAMMER OF ADEQUATE SIZE AND CAPACITY. CONTRACTOR SHALL SUBMIT PILE HAMMER DATA FOR REVIEW BY ENGINEER.
6.5. CONTRACTOR TO DRIVE SHEET PILING THROUGH UNDEVELOPED SOILS WITH FOOT 455-B.
6.6. CONTRACTOR SHALL BE PREPARED TO DRIVE SHEET PILING THROUGH LIMESTONE LAYERS.
6.7. ANY DAMAGED COATING DUE TO WINDING, DRIVING, ETC., SHALL BE REPAIRED IN STRICT ACCORDANCE WITH COATING MANUFACTURER INSTRUCTIONS.
6.8. ALL PILES SHALL BE DRIVEN TO THE MINIMUM TIP ELEVATIONS INDICATED UNLESS OTHERWISE APPROVED BY ENGINEER.
6.9. PILE LOSSES SHALL BE MAINTAINED FOR ALL PILES.

7. CONCRETE PILING

- 7.1. PILES SHALL BE 14" SQUARE PRESTRESSED CONCRETE PILES WITH EXIST (0.6") DIA. DIAMETER STANDS, GRADE 270 KSI, LRS.
7.2. CONCRETE TO BE MINIMUM 8,000 PSI, AND FOLLOW FOOT CLASS-4 CONCRETE SPECIFICATIONS. MINIMUM CONCRETE COVER TO REINFORCING SHALL BE 1" ON ALL SIDES.
7.3. PILES SHALL BE DRIVEN TO PROVIDE A MINIMUM ENDING CAPACITY OF 11 TONS/PILE. PILE LOSSES SHALL BE RECORDED FOR ALL DRIVEN PILES.
7.4. PILES SHALL BE CUT OFF AT ELEVATIONS SHOWN IN THE PLANS AND SECTIONS HEREIN.
7.5. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR CONCRETE PILES.
7.6. PILES SHALL BE FROM A FOOT CERTIFIED FACILITY OF PRESTRESSED CONCRETE PRODUCTS.
7.7. PILES MAY BE PRE-PUNCHED OR PRE-DRILLED THRU LIMESTONE, BUT SHALL BE DRIVEN TO DESIGN TIP.
7.8. HAND DRIVING SHOULD BE WITHHELD WHEN DRIVING THE PILES THROUGH WELL-CEMENTED SEAMS OF LIMESTONE WITHIN STRAIN 3 AS IDENTIFIED IN THE LAMSON ENGINEERING GEOTECHNICAL REPORT DATED OCTOBER 18, 2018. SPINNING, PRE-PUNCHING AND PRE-DRILLING MAY BE NECESSARY AT SOME LOCATIONS TO AVOID PILE OVERSTRESS DURING DRIVING.
7.9. THE PRECAST, PRESTRESSED CONCRETE PILES SHOULD BE DRIVEN WITH A SYSTEM CAPABLE OF ATTAINING THE DESIGN AXIAL COMPRESSIVE CAPACITY OF THE PILES AND CAPABLE OF INSTALLING THE PILES THROUGH WELL-CEMENTED SEAMS OR LIMESTONE OF SUBSURFACE MATERIAL. THE SELECTED PILE DRIVING SYSTEM (I.E. HAMMER, CRUSH, ETC.) SHOULD NOT OVERSTRESS THE PILES DURING DRIVING. THE CONTRACTOR SHOULD SUBMIT THE PROPOSED DRIVING SYSTEM TO THE DESIGN ENGINEER AND GEOTECHNICAL ENGINEER FOR REVIEW AND COMMENT.
7.10. ALL DRIVEN PILES FOR SEAPAL/DULLHEAD SUPPORT SHOULD BE INSTALLED UTILIZING A PILE DRIVING ANALYZER TO CONFIRM THE DESIGN COMPRESSIVE AXIAL CAPACITY IS BEING ATTAINED, CONFIRM THE SELECTED DRIVING CRITERIA IS APPROPRIATE, AND ENSURE THE PILES ARE NOT BEING OVERSTRESSED DURING DRIVING OPERATIONS DUE TO ASSOCIATED VIBRATIONS WITH SPINING OF PRECAST, PRESTRESSED CONCRETE PILES. WE SUGGEST THE PILING CONTRACTOR PROVIDE CONTOURMEASURES THROUGH ADDITIONAL PILE LENGTH TO ACCOUNT FOR VARIATIONS IN THE SUBSURFACE MATERIALS. ADDITIONALLY, PRIOR TO CASTING PRODUCTION PILES, WE RECOMMEND DRIVING A SERIES OF PROBE/TEST PILES TO VALIDATE THE RANGE OF EXPECTED PILE.

8. DESIGN CRITERIA

- 8.1. SURFACE SURCHARGE LL IN WAY OF BUILDINGS = 100 PSF
SURCHARGE LL IN WAY OF ROADS = 200 PSF
FCB 2020
FOOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

9. HARDWARE

- 9.1. ALL HARDWARE, BOLTS, AND OTHER MISC. STEEL COMPONENTS SHALL BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
9.2. CORNERS OR ANCHORS EMBEDDED INTO CONCRETE SHALL BE ANCHORED WITH SIMPSON SET TWO-PART EPOXY OR ENGINEER APPROVED EQUIVALENT. ANCHOR HOLES SHALL BE DRIVEN TO MINIMUM DEPTH SHOWN ON THE PLANS, AND SHALL BE THOROUGHLY CLEANED OUT AND DRY PRIOR TO INJECTION OF EPOXY.

10. TIDAL DATA

- 10.1. CONTRACTOR MAY NEED TO ADJUST HIS WORK PLAN TO ACCOUNT FOR ACTUAL WATER LEVELS AND CHANGING WATER LEVELS. THE SITE MAY BE SUBJECT TO VARIABLE WAVE AND SURGE CONDITIONS AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE TEMPORARY SUPPORT FOR MARINE STRUCTURES AND SHORELINE DURING CONSTRUCTION. TIDAL DATA OBTAINED FROM NOAA STATION 8722939 AT LAUDERDALE BAYVA YACHT CLUB, FT. LAUDERDALE, FL, FL.

11. SUBMITTALS

- 11.1. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS, NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS

- 11.2. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO THE ENGINEER.
11.3. THE FOLLOWING MINIMUM SUBMITTALS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO RELATED CONSTRUCTION ACTIVITY:

- 11.3.1. SCHEDULE FOR COMPLETION OF WORK WITH TASKS AND DURATIONS DEFINED
11.3.2. DEMOLITION METHODS & DISPOSAL PLAN
11.3.3. CONCRETE MIX
11.3.4. REINFORCING STEEL
11.3.5. 14" SQ. CONCRETE PILE
11.3.6. STEEL SHEET PILING
11.3.7. HARDWARE
11.3.8. JOINT MATERIAL AND CORNERS
11.3.9. TURBIDITY CONTROL MEASURES
11.3.10. HURRICANE PLAN

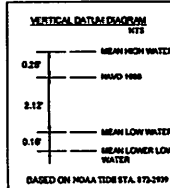
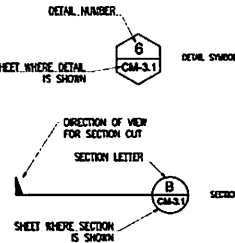
12. SPECIAL INSPECTIONS

- 12.1. SPECIAL INSPECTIONS WILL BE PERFORMED BY THE STRUCTURAL ENGINEER FOR THE FOLLOWING CONSTRUCTION ACTIVITIES PER FCB 110.10:
12.1.1. PILES.
12.1.2. CONNECTIONS.
12.2. SPECIAL INSPECTIONS SHALL BE PERFORMED AT EACH STRUCTURAL MILESTONE THROUGH COMPLETION OF THE PROJECT.

ABBREVIATIONS

- ACI AMERICAN CONCRETE INSTITUTE
ASTM AMERICAN SOCIETY FOR TESTING AND MATERIALS
CONT. CONTINUOUS
CONT'D CONTINUED
FED. FEDERAL DEPARTMENT OF ENVIRONMENTAL PROTECTION
FED. FLORIDA DEPARTMENT OF TRANSPORTATION
EP EACH FACE
KSI KILOPS PER SQUARE INCH
MIL MILS PER SQUARE INCH
MOR MEAN HIGH WATER
MRL MEAN LOW WATER
NAVD NORTH AMERICAN VERTICAL DATUM
NADW NATIONAL ADEQUATE VERTICAL DATUM
PERA PERMITTING, ENVIRONMENTAL, AND REGULATORY AFFAIRS
PSI POUNDS PER SQUARE INCH
TIP TYPICAL
UNCL. UNLESS NOTED OTHERWISE
USACE UNITED STATES ARMY CORPS OF ENGINEERS
W/C WATER/CEMENT RATIO

SYMBOLS LEGEND



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PROJECT: LAS OLAS MARINA SOUTH BULKHEAD AND DECK

340 AND 360 LAS OLAS CIRCLE FT. LAUDERDALE, FLORIDA

CLIENT:

Las Olas SMI, LLC

1008 Marlin Avenue, Suite 900 Island Beach, FL 33139

MARINE ENGINEER: CUMMINS CEDERBERG CONSULTING & MARINE ENGINEERING 888 S. ANDREWS AVE., SUITE 200 PORT LAUDERDALE, FLORIDA 33414 TEL: 954-846-1846 WWW.CUMMINSCEDERBERG.COM COA # 25042

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CC PROJECT NO: 82520
DRAWING: 201
CHECKED: JAC/CP
AS SHOWN

GENERAL NOTES

SHEET 3 OF 11

CM-1.1



0 80 160
 GRAPHIC SCALE
 (22X34) 1" = 80'
 (11X17) 1" = 160'

PROJECT:
**LAS OLAS MARINA
 SOUTH BULKHEAD
 AND DECK**
 240 AND 300 LAS OLAS CIRCLE
 FT. LAUDERDALE, FLORIDA

CLIENT:
Las Olas SMI, LLC
 1688 Meridian Avenue, Suite 900
 Miami Beach, FL 33139

MARINE ENGINEER:
CUMMINS CEDERBERG
 COASTAL & MARINE ENGINEERING
 888 S. ANDREWS AVE., SUITE 208
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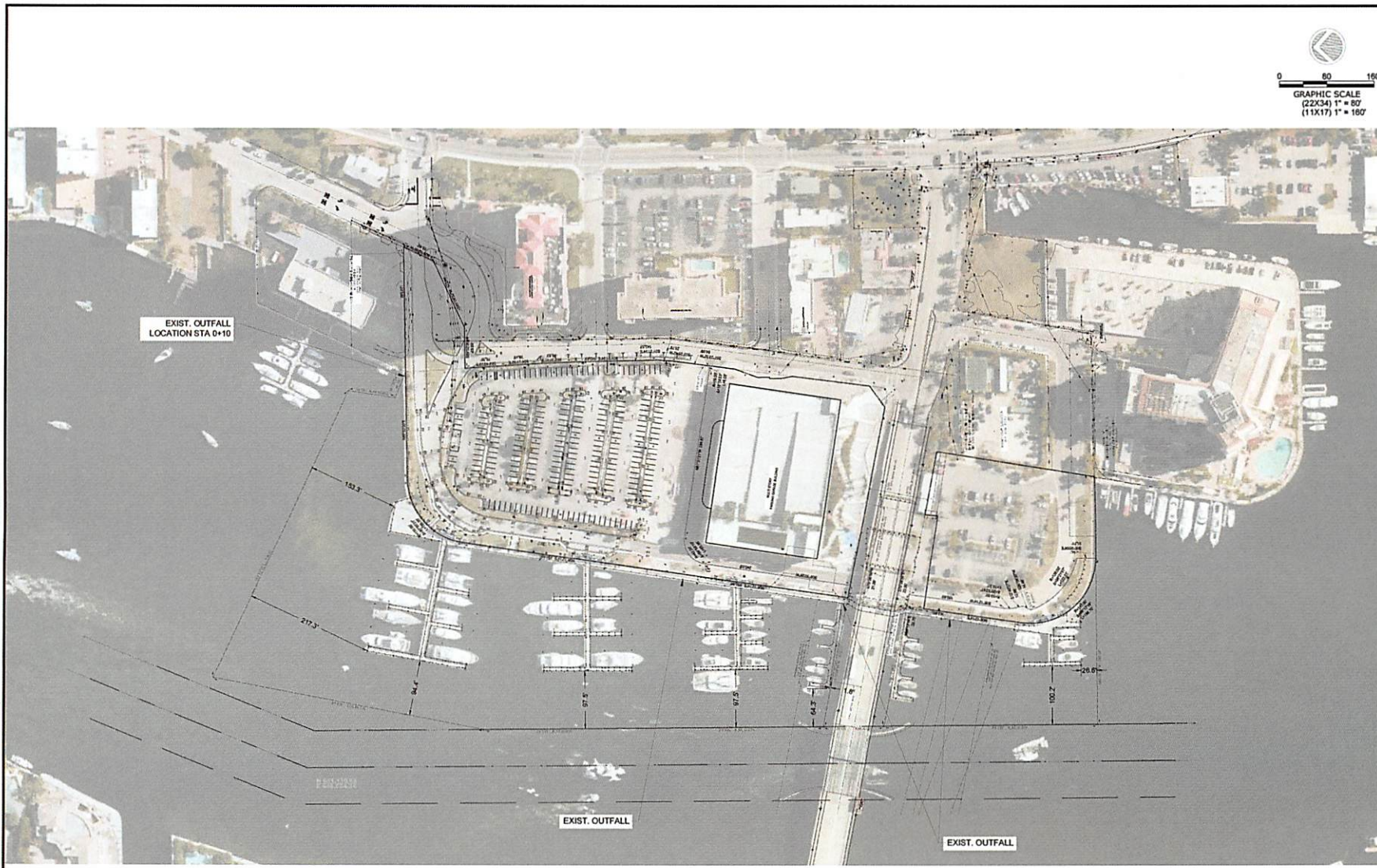
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| 1 | 11/22/2022 | | |

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 CHECKED: JWC/JP
 SCALE: AS SHOWN

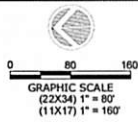
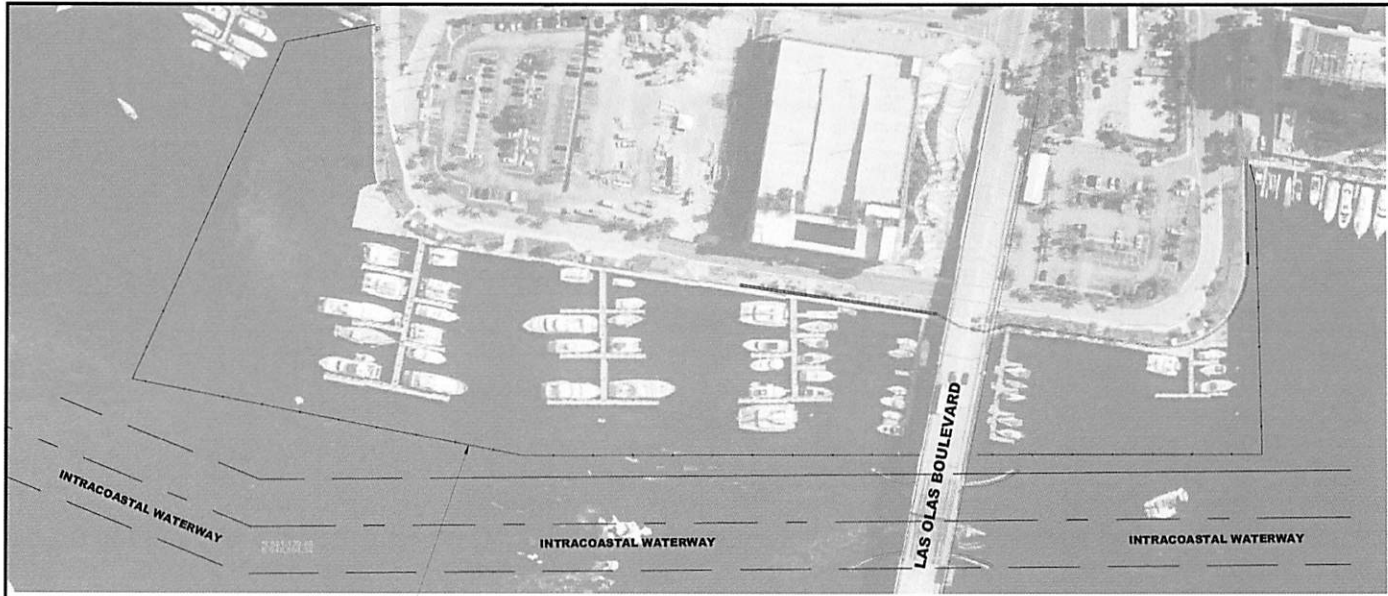
SHEET TITLE
**EXISTING CONDITIONS
 PLAN**

SHEET 3 OF 11
CM-1.2



- NOTES:**
- BOUNDARY SURVEY CONDUCTED BY AVROM & ASSOCIATES, INC. DATED 05/14/2021
 - AERIAL IMAGE: 2021 MICROSOFT CORPORATION
 - UPLAND TOPOGRAPHIC SURVEY FROM KIMLEY HORN AND ASSOCIATES CIVIL PLANS DATED 10/31/2019.
 - VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM (NAVD88).

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PROJECT:
**LAS OLAS MARINA
 SOUTH BULKHEAD
 AND DECK**

240 AND 300 LAS OLAS CIRCLE
 FT. LAUDERDALE, FLORIDA

CLIENT:
Las Olas SMI, LLC

1688 Meridian Avenue, Suite 900
 Miami Beach, FL 33139

MARINE ENGINEER:
CUMMINS CEDERBERG
 COASTAL & MARINE ENGINEERING
 888 S. ANDREWS AVE., SUITE 206
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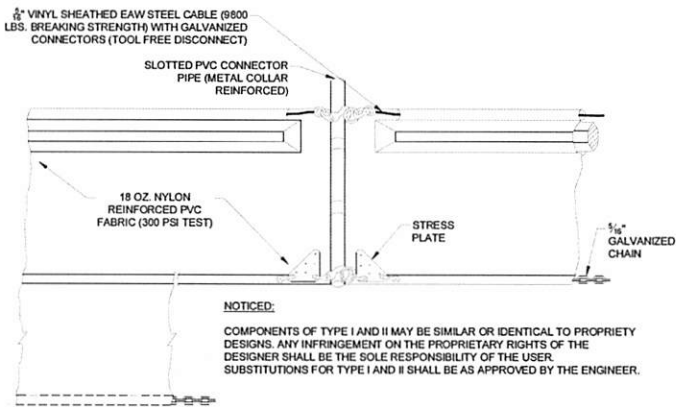
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TURBIDITY CONTAINMENT PLAN

SCALE: 22X34 1" = 80"
 11X17 1" = 160"



NOTICED:
 COMPONENTS OF TYPE I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETY
 DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE
 DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER.
 SUBSTITUTIONS FOR TYPE I AND II SHALL BE AS APPROVED BY THE ENGINEER.

D = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OF LESS)
 D = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5 FT.)
 CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FT.)
 TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FT.
 UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN
 THE PLANS OR AS DETERMINED BY THE ENGINEER.

1 FLOATING TURBIDITY CURTAIN DETAIL
 CM-3.0 NT.S.

| NO. | DATE | REVISION |
|---|---------------------------------|---------------------|
| 1 <td>11/20/2022 <td>PERMITS SET</td> </td> | 11/20/2022 <td>PERMITS SET</td> | PERMITS SET |
| | | SUBMISSION REVISION |

| | |
|---------------------------------------|----------|
| CC PROJECT NO: | 80200 |
| DRAWN: | JOP |
| CHECKED: | JRCGP |
| SCALE: | AS SHOWN |
| SHEET TITLE | |
| TURBIDITY CONTAINMENT PLAN | |

SHEET 11 OF 11
CM-3.0

**EXHIBIT B
PROJECT BUDGET**

Seawall Replacement Budget

| | |
|---|-----------------------|
| Demolition | \$259,400.00 |
| Sheetpiles (Material & Installation) | \$1,388,600.00 |
| Seawall Cap | \$140,334.12 |
| Concrete & Paving Repairs | \$81,250.00 |
| Piles (Supportive) | \$26,752.50 |
| Misc. Marine Items (ESA Monitoring, etc.) | \$74,740.00 |
| Insurance & Performance Bond | \$68,987.68 |
| Permit Fees | \$29,566.15 |
| Professional Fees (Engineering) | \$28,325.00 |
| Geotech, Survey, Vibration Monitoring | \$112,500.00 |
| GC Overhead, Mgmt., Admin | \$67,500.00 |
| Contingency | \$394,215.32 |
| Suntex Administrative Fee | \$200,412.80 |
| City Total | \$2,872,583.57 |

| | |
|--|-----------------------|
| Project Total (Including Suntex Responsibilities) | \$5,544,754.35 |
|--|-----------------------|

2L



CITY MANAGER'S OFFICE

DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 1/22/2024

DOCUMENT TITLE: Development Agreement with Las Olas SMI LLC for Seawall Improvements - Las Olas Marina Project

COMM. MTG. DATE: 1/9/24 CAM #: 24-0038 ITEM #: R-3 CAM attached: YES NO

Routing Origin: _____ Router Name/Ext: _____ Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 1/22/24 Attorney's Name: Rhonda Monbye Hasler Initials: RMH

3) City Clerk's Office: # of originals: 2 Routed to: _____ Ext: _____ Date: 01/23/24

4) City Manager's Office: CMO LOG #: JAN 6 6 Document received from: CCO 01/23/24

Assigned to: GREG CHAVARRIA ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO _____ (Initial) S. GRANT _____ (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward originals to Mayor CCO Date: Jan 26/2024 CCO

5) Mayor/CRA Chairman: Please sign as indicated.
Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 2 originals to: Gina Puezul (Name/Dept/Ext)

Attach _____ certified Reso # _____ YES NO

Original Route form to CAO
JH 23-0826

