DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is made to be effective as of formula of the "Effective Date"), by and between CITY OF FORT LAUDERDALE, a municipal cooration of e 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 <u>Appointment.</u> 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 <u>Defined Terms.</u>

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 <u>Independent Contractor</u>. 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 <u>Marina Contractor</u>. 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 <u>Approved Plans and Specifications.</u> 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 <u>Budget</u>. 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 <u>Project Administration</u>. 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 <u>Bonds.</u> 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 <u>Final Completion</u>. 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 <u>Developer's Services.</u> 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 <u>Limitation of Developer's Liability</u>. 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 <u>Deemed Approval by City.</u> 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 <u>Project Costs.</u> 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 <u>City Default.</u> 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 <u>No Waiver.</u> 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 <u>Developer's Representations and Warranties.</u> 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 <u>City's Representations and Warranties.</u> 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 <u>Notices.</u> 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 <u>Assignment.</u> 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 <u>Relationship Between Parties</u>. 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 <u>Conflicts; Entire Agreement; Headings.</u> 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 <u>Scrutinized Companies.</u> 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.

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: Junuary 26,009

ATTEST:

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS ANSBORO, CITY ATTORNEY

By: Rhonda Montoya Hasan
Assistant City Attorney

WITTLESSES.	LAS OLAS SMI , LLC, a Delaware limited liability company authorized to do business in the State of Florida
[Witness print/type name]	By: DAVID FILER
[Witness print/type name] (CORPORATE SEAL)	ATTEST:
STATE OF FLORIDA COUNTY OF BROWNERS	
notarization, this 16 day of	edged before me by means of v physical presence or online online, 2024, by David Filler, as Manager for Las Olas SMI, any uthorized to do business in the State of Florida.
ERIC METZ Notary Public - State of Florida Commission # HH 312012 My Comm. Expires Sep 25, 2026 Bonded through National Netary Assn.	(Signature of Notary Public – State of Florida) EPIC METE Print, Type or Stamp Commissioned Name of Notary Public)
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EXHIBIT A

SEAWALL REPLACEMENT PLANS

LAS OLAS MARINA SOUTH BULKHEAD AND DECK

240 AND 300 LAS OLAS CIRCLE FT. LAUDERDALE, FLORIDA







		SHEET INDEX	
SHEET	SHEET NUMBER	TITLE	
1 OF 11	CM-1.0	COVER SHEET	
2 OF 11	CM-1.1	GENERAL NOTES	
3 OF 11	CM-1.2	EXISTING CONDITIONS PLAN	
4 OF 11	CM-1.3	BATHYMETRIC SURVEY	
5 OF 11	CM-1.4	DEMOLITION PLAN	
6 OF 11	CM-1.5	GEOTECHNICAL BORING LOCATION MAP	
7 OF 11	CM-1.6	GEOTECHNICAL BORING SUMMARY	
8 OF 11	CM-2.0	PROPOSED SITE PLAN	
9 OF 11	CM-2.1	BULKHEAD SECTION AND DETAILS	
10 OF 11	CM-2.2	OUTFALL SECTIONS AND DETAILS	
11 OF 11	CM-3.0	TURBIDITY CONTAINMENT PLAN	

PROJECT LOCATION

CLIENT:

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

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 WWW.CUMMINSCEDERBERG.COM PERMIT SET NOVEMBER 22, 2022



REVISION	DATE:	NOTE:	
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2. LAYOUT AND TESTING

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3. DEMOLITION

- CONTRICTOR SHALL VERY INE DETECTS, LOCADIA MO QUANTIES OF DISTING BEACHTS TO BE PRINCED. ALL CERES WITHIN THE LINETS OF THE PROJECT SHALL BE HAVELED OFF SEE BY THE CONTRICTOR, AS DISERTED BY THE COMER, MO DETECTOR OF ALL MAPPINES PROJECT. CONTRICTOR SHALL NOT DURING MY STRUCTURAL COMPONENTS EXPOSE DISERVED AND MY STRUCTURAL CONTRICTOR SHOULD REQUIRED DISTRICT SHAPPINES AND PROJECT SHALL SHAPPINES AND MY SHAPPINES SHAPPINES AND PROJECT S
- ANY DEMOLITION MATERIALS THAT ENTER TOOL MATERS SHALL BE MANEDWELLY REMOVED BY THE CONTRACTOR.

4. CONCRETE

- FORMS FOR THIS STORY SHILL BE WELL OF DIRECT ROOM OR WETAL THEY SHILL BE STRUKKEN AND PREE OF BURN ON BOOK SHILL MAKE SUPPLICIES STRUKKEN AND RECOVER, WHEN STARTD, TO JESSES THE BURN OR BOOK SHILL WALL SUPPLICIES SHOULD FOR SHILL BY SHILL BE STRUKKEN AND SHILL BY SHILL BE SHOULD FOR SHILL BY SHILL BE SHILL BE SHILL BY SHILL BE SHILL BY SHILL BE SHILL BY SHILL B
- 4.3

- CONDIT ANDO (W/C) SHALL BE LESS THAN OR COURL TO 0.4. PROADE MIX DESIGN FOR A CLASS IT NOWARL BEBAT 145 PCF AFTER "CLASS IT" CONCRETE FOR AN EXTREMELY ACCRESSIVE (WARME) ENROWMENT IN REDAY 15 PET ATTER TUSS IN CONCRETE FOR AN EMPIRICAL ACCRESSING (WARRIED DAMONOLOGY IN ACCORDANCE MATERIAL TO SECURIORISES, ROOMED AND AN EXPLORATION DAMONOLOGY TO AN AND SULES FURLE TO THE CONTROL OF THE CONTROL OF
- 4.7.

- SPECEFORMS CARGO SHALL OCCUR FOR ALL LEST 7 DAYS.

 A SERVEZ PERMANT STRUCT OF AUGUST ALL DAYS CAUSARCADIN, SUCH AS BAST DAMAGED, OF APPROVED COUNTY, AND ALL DAYS CONCERT.

 A SERVEZ PERMANT STRUCT OF AUGUST, ALL DAYS CONCERT.

 AND ALL DAYS CAUSARCE CAUSARCE CAUSARCE DAYS, ALL CONCERTENCION JOHNS PROF TO THE AUGUST OF AUGUST.

 AND CONCERT, ALL DAYS CONCERT.

 COMPONENTS AND CONSERVED ACCORDANCE OR DRESS SPECIFICATIONS SHALL BE REMAND AND REPLACED MORPHLY AND ALL DEPTHS. OF THE PERMAND STRUCTURES SHALL BE TRAY, STANDER, AND OF LINE DOWN MORPH, RESE FORM

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 THE PERMAND STRUCTURES SHALL BE TRAY, STANDER, AND OF LINE DOWN MORPH.

 THE PERMAND STRUCTURES SHALL BE TRAY. 4.12.
- HAPS, SAS, OR OBER INSTITUTES EXCEPT AS SPECIFIED IN THE PLANS. THE CONTRACTOR SHALL
 REPLACE ANY CEREDION SCALAGIS.
 COLOREST REPRODUCES AND OF INSPERS.
 THE CONTRACTOR SHALL SERVEY A SERVED HANSEN OF EPOPENDOD CONCRETE FRANKONCHS AND
 PRESIDES IN CROSS TO CONFLICT THE WORK A COMMENT FOREIGN HIS IN HIS A THOROUGH INDESTANCING
 OF THE PLANS, SPECIFICATION, AND OFFICENDED SHALL SPECIME ALL FORMONICHS AND
 PRESIDES, NO SEP-STANCING INCOMMENSEY WILL DE ACCEPTED.
- PRESIDENT BY SOCIETY THROUGH A POUT MET PLANT SMALL BE TRANSPORTED IN ACCORDANCE WITH TOOT SECTION SMS-11, CONDECT THAT IS NOT PLAND IN THE FORM WITHOUT HE SECONDE THE LIAM'S WILL BE RELECTED AND NOT INCLUDED IN THE WORK, CONTRACTOR SMALL BEAR ALL COSTS FOR RELECTED CONCRETE, CONCRETE

SHALL NOT BE PLACED IN THE FORMS UNTIL THE REINFORCING STEEL PLACEMENT HIS BEEN APPROVED BY

THE ENGINEER.

4.15. REINFORCED CONCRETE MATERIALS TESTING: NAMESTED CONCRET MIXTON'S TISSUE.

THE CONTROLS DWIL HARS HE REPORTED TISSUE LARGESTED TEST THE CONCRETE USED IN THE WORK AT LEAST ONE COMPOSET, SAMPLE FOR LEAST 100 CV, OR FRACTION HERBEST, OF EICH CESSON MISTINGS OF CONCRETE PLANED IN ONE DAY AND LE COMPOSET ON TISSUES, THE INTEST SHALL INCLUDE 7.14, MAD 25 DAY COMPRESSED STRUCKTH ISSES. THE RESULTS SHALL BE SUPPLIED TO THE DEPARTED. THE TESTS SHALL BE ALL DEPARTMENT SHALL SHALL LOSS, AND CHIEF ACCOMPANCE WITH FOUR SECTION 414.8. PROVIDE LEATH SHOOT SECTION 414.8.

5. STEFL

- 5.1 ALL REPORTING STILL SHALL CONFORM TO ASTM AGIS, CHOIC 60, DEFORMED BARS FREE FROM LOOSE INST MAN STALE 5.2 STRUCTURAL STILL SHAPES SHALL DE HOT-COPPED CALANAETED IN ACCORDANCE WITH ASTM ASSA. 5.3 STILL SHALL DEF LACED AS SHOWN IN THE ARMA, ALL ACCESSIONES SHALL DE PRACTIC CHAY TO SUPPORT INDEPENDENCE DOWNSOLD TO MEATINGE, ALL REPORTIONS STILL SHALL DE ACCURATELY LOCATED AND FRAMEY HELD BY HALCE STOCK AND DURNED DE ALLEGATION OF CONDESTED.
- CUMUNITUD CHILL IN THE 44 YOULDN'T DEPOSITE OF THE 14 ENGINEED'S UNCESTAND

6 STEEL SHEET PRING-

- STEEL SHEET PILING SHALL BE OF THE SECTIONS INDICATED OR APPROVED EQUAL, AND SHALL BE ASTN A572 CRAFE 60 OR HIGHER.
- SKEET FILING SMALL BE COATED WITH THEME TAR (46H-413) COM, TAR EPOXY FROM TOP OF STEEL SKEET PLE TO SEMEDD OF SET FACE. COATING SMALL BE 16 MES ONY FILM THROMESS, AND APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER

- RESTRUCTIONS.

 BY LORING TO BE CAUSED OUT USER VIREITORY HAMBED OF RECOURTE SIZE MY CAPACITY. CONTRACTOR

 STATE DEPOSIT ON BY CAPACITY OF THE PROPERTY OF THE
- 6.6. ALL PLES SHALL BE ORNER TO THE MORRAW TP ELEVATIONS MORCATED UNLESS OTHERWISE APPROVED BY
- PLE LOCS SHILL BE WANTANED FOR ALL PILES.

7. CONCRETE PRING

- PRES SHALL BE 14" SOUNCE PRESTRESSED CONCRETE PLES WITH EICHT (8) O.A." DAMETER STRANGS, GRADE
- CONCRETE TO BE ADMININ 6,000 PSI, AND FOLLOW FOOT CLASS—V CONCRETE SPECIFICATIONS, MINIMAL CONCRETE CONDR TO HEIDNAL EXPENSED. BOTH TO BE \$2.50 MA, ES DEPOSED FOR SMALL BE \$2.50 MA, ES DEPOSED FOR SMALL BE PRIES SMALL BE DRIVED FOR PROMISE A MINIMAL BETWING CAPACITY OF \$\frac{1}{2}\$ TRONS/PRIE. PRIE 10.05 SMALL BE

- PLES SHALL SE DRIVE TO PROMEE A MORBAN BERRING CHARTS OF ## TORK/PILE RILL DICK SHALL SE RECORDED FOR ALL DRIVE PILES.

 PLES SHALL SE FOLD FOR A TELEVISION SHOW IN THE PLANS AND SECTION FRIEND.

 PLES SHALL SE FOLD A TOTAL CHARTISTS FOR CONCESTE PILES.

 PLES SHALL SE FOLD A TOTAL CHARTIST FOR CHARTISTS OF CONCESTE PILES.

 PLES SHALL SE FOLD A TOTAL CHARTIST FOR CHARTISTS OF THE SHALL SE DRIVED TO PILES THE PILES AND THE PILES AND THE PILES AND THE PILES THE SHALL SE DRIVED TO PILES OF THE PILES AND THE PILES AND THE PILES THE PILES AND THE PILES AND THE PILES THE PILES AND THE PILES THE PILES AND T hange, cishon, etc.) should not overstress the pless during driving. The compactor should subjet the proposed driving system to the design digneer and cedter-nical digneer for reven
- ALL DRIVEN PILES FOR SEARALL/DILLKHEAD SUPPORT SHOULD BE INSTALLED UTILIZING A PILE DRIVING ALL DRIVEN PLESS FOR SUBMIT PROCESSOR, AND CONTROL DR. RECOLLED GLILLORS. A PILL DRIVEN AND ANY DISTRICT OF SUBMIT THE SCIENCE OFFICE STREET, AND CONTROL THE SECRET SERVICE OF SUBMIT THE SCIENCE OFFICE STREET, AND CONTROL THE SECRET SERVICE OFFICE STREET, AND CONTROL THE SECRET SERVICE OFFICE OF

8. DESIGN CRITERIA

- BULDEAD
- surcharge IL in Way of Buildings = 100 PSF Surcharge IL in Way of Roads = 250 PSF
- FDDT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

- 9.1. ALL HARDWARE, BOLTS, AND OTHER MISC. STEEL COMPONENTS SHALL BE STANLESS STEEL UNLESS OTHERWISE
- MOTED.

 ORGELS OR MICHOR'S EMERCORED WITO CONCRETE SWILL BE MICHORED WITH SIMPSON SET TWO—PART DYCKY
 OR DEGREEN APPROVED EDUNALDET, MICHOR HOLES SWILL BE CONCILL TO MARIANI EDITH SHOOM ON THE
 PARK, MODEL BY MOTED MOTE TO THE MET OF MET OR MICHORED OF DYCKY.

 OR DECEMBER OF DEGREEN OF THE MET OF THE MICHORED OF DYCKY.

10. TIDAL DATA

10.1. CONTRACTOR MAY NEED TO ADJUST HIS WORK PLAN TO ACCOUNT FOR ACTUAL WARP LEVELS AND CHANGING WITH LEVELS AS SIX MAY BE SUBSCIT TO HANGE EARLY AND SURGE CONGROUND AND IT SO THE RESPONSIVE OF THE CONTRACTOR TO PROVIDE TERMORARY SUPPORT FOR MANNES TRUCTURES THAT SHREELING CHANGE CONSTRUCTION. THE DATA CETAINED FROM HOME STATION AT72329 FT LANDEDGALE BHANDRICH CLUE, IT. LANDEDGALE, THE ACT.

11.1. REMETE OF SUBJECTIONS BY THE STRUCTURAL DIGNEER IS FOR CEMERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS, NO DETAILED CHECK OF CUMMITTES OR DIMENSIONS

- NEL BE MICE.

 11.2. ALL SHOP DRUMNICS MUST BENE EVIDENCE OF THE CONTRACTOR'S APPROVAL PROOF TO SUBMITTED TO THE DEMOKER.
- DRIBER.

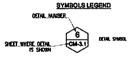
 THE FOLLOWING MORRAN SUBMITURE SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITED TO THE DEGREER FOR REVEN AND APPROVAL PRIOR TO RELATED CONSTRUCTION ACTIVITY.
 - SCHEDULE FOR COMPLETION OF BOTH WITH TASKS AND DURATIONS DEFINED DISHOLIZION METRICOS & DISPOSAL PLAN
- CONCRETE NO DEDIFORCING STEEL
- HE SOL CONCRETE PRE STEEL SHEET PRING HARDKARE JOHN HATERAL AND COKELS
- PURGETTY CONTROL MEASURES

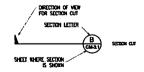
12. SPECIAL INSPECTIONS

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

ABBREVIATIONS

- A'I AMERICAN CONCRETE INSTITUTE
- ASTA AMERICAN SOCIETY FOR TESTING AND MATERIALS.
- CONT. CONTRACOS
- CONTO COMPAGE
- FORP PLOADA DEPARTMENT OF ENGROPMENTAL PROTECTION
- FOCE PLOSING SEPARIVENE OF PRANSPORTATION
- EF EATH FALE
- AND HIDS OFF SCHAPE BACH
- SHE SEAS HICH WATER
- ME: MERCAL
- ULW MEAN LOW WATER
- MANU MORTH AMERICAN MERTICAL DATES.
- NAVO NATIONAL CEOLETIC VERTICAL DATAV
- SERA PERMITTING EMPONMENT, AND REGULATORY AFFARS
- PSE FOUNDS PER SQUARE INCH
- Tre Trescal
- U.N.O. UNLESS NOTED CTHENVISE
- USACE UNITED STATES ARMY CORPS OF ENGINEERS
- W/C MATER/CEVENT RATIO





REASONMEE STEPS HAVE BEEN WICE TO ENSURE THE ACCURACY OF THIS COCUMENT. HOWEVER, HE CHANGE CUMENTEE THAT METERATORS MAYOR MODIFICATIONS THE HOTI EN UNCE BY OTHERS ATTER HE LEMES DUR POSSESSION. THIS DOCUMENT MUST BE COMPARED TO THE ORDINAL HAND CORP TO DESIRE THE ACCURACY OF THE REFORMATION CONTINUED. HEREON AND TO FURTHER DISURE THAT ALTERATORS AND/OR MICOFFICATIONS HAVE NOT BEEN MADE CURRING CEDERBOIC MAYES NO WARRANTES, EXPRESS OR DUPLED, CONCERNING THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OR ANY DOCUMENT TRANSMITTED OR REVIEWED BY COMPUTER OR OTHER ELECTRONIC MEANS.

LAS OLAS MARINA SOUTH BULKHEAD AND DECK

240 AND 300 LASOLAS CIRCLE FT. LAUDERDALE, FLORIDA

Las Olas SMI, LLC

Marri Reach Ft 33130

WE CHANGE LAYING ENCHEER
CUMMINS CEDERBERG
COASTAL & MARINE ENCHEENING
888 & MICREWS AVE. SLITE 500
FORT LAUDERDALE, FLORICA 33316

TEL: +1 854-880-184

COA # 20062

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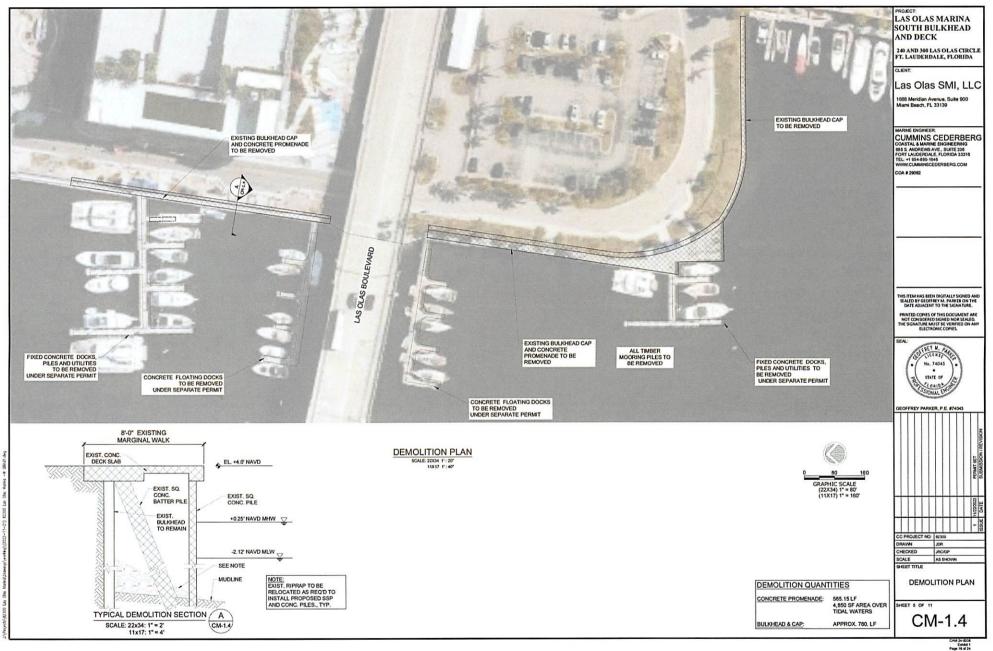
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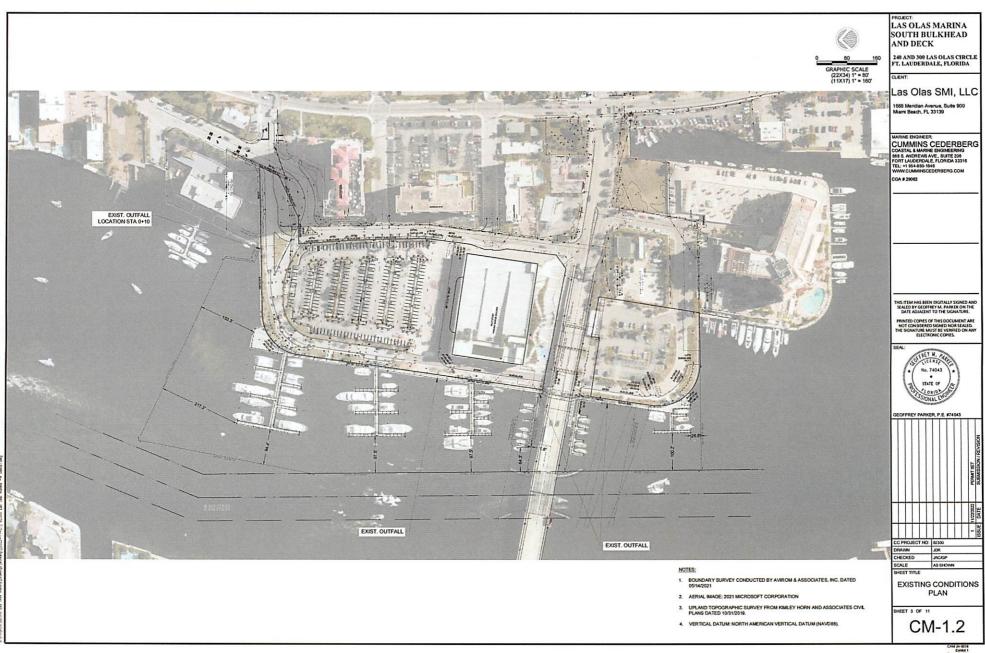
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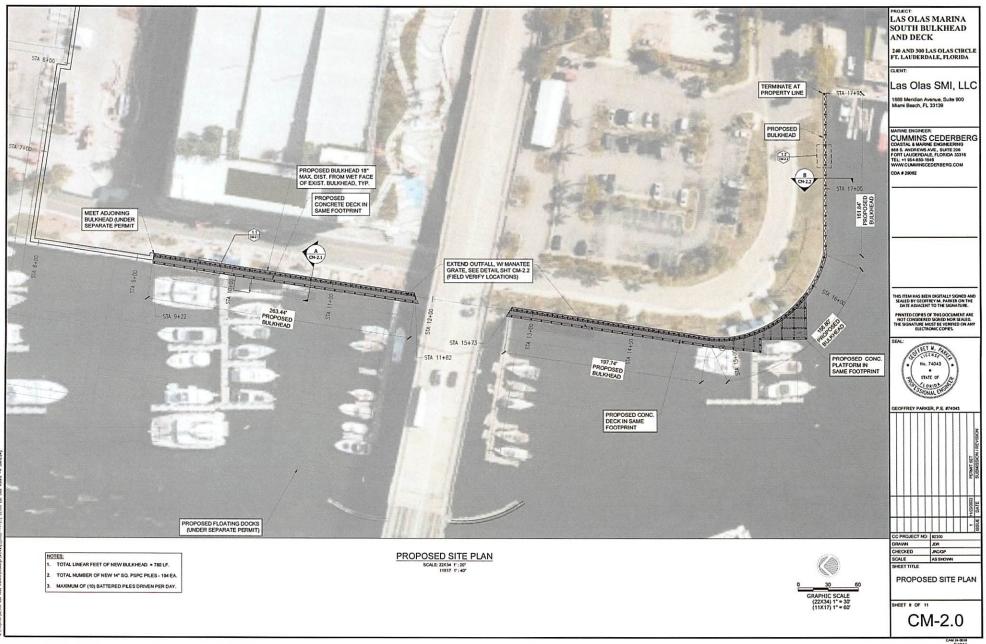
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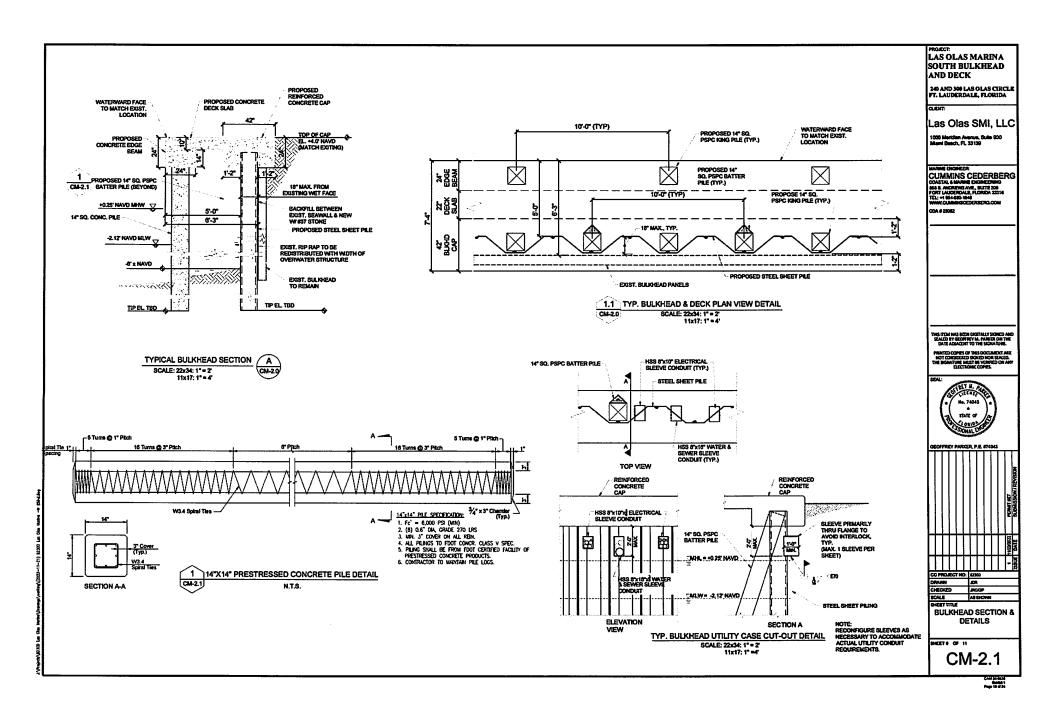


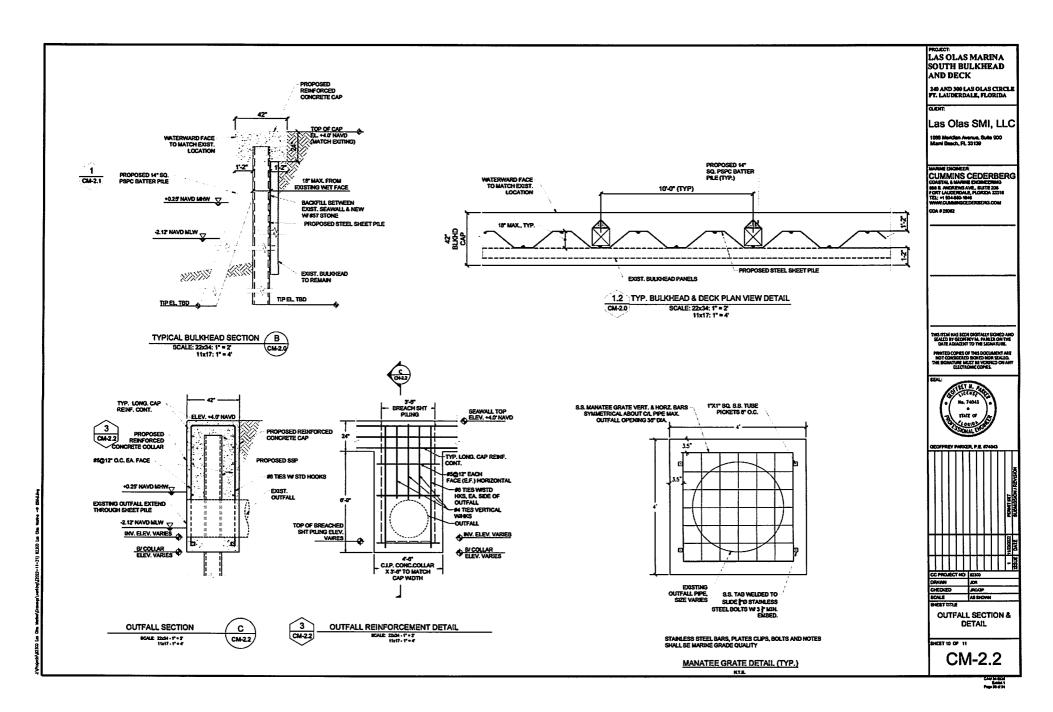
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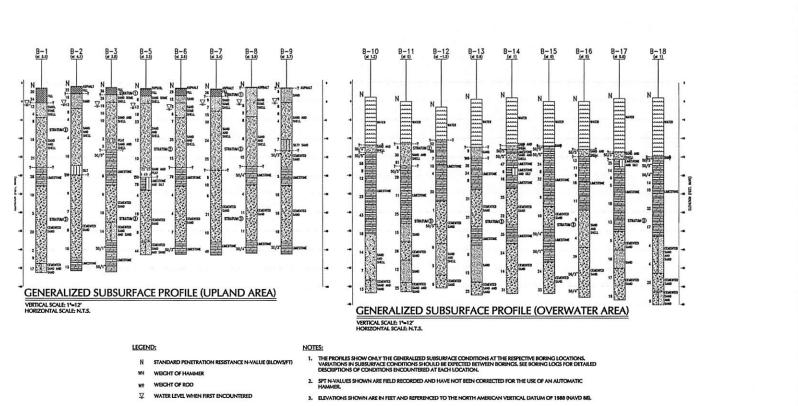












NOTES:

 GEOTECHNICAL BORINGS CONDUCTED AND COMPILED IN REPORT ISSUED BY LANGAN ENGINEERING & ENVIRONMENTAL ASSOCIATES, INC. DATED 12/19/2019. 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

DINE DIGINEED

MAGINE ENGINEER
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
88 8 5. ANDREWS AVE. SATTE 208
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COA # 29062

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GEOFFREY M. PARKER ON THE DATE ADJACENT TO THE SIGNATURE.

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GEOTECHNICAL BORING SUMMARY

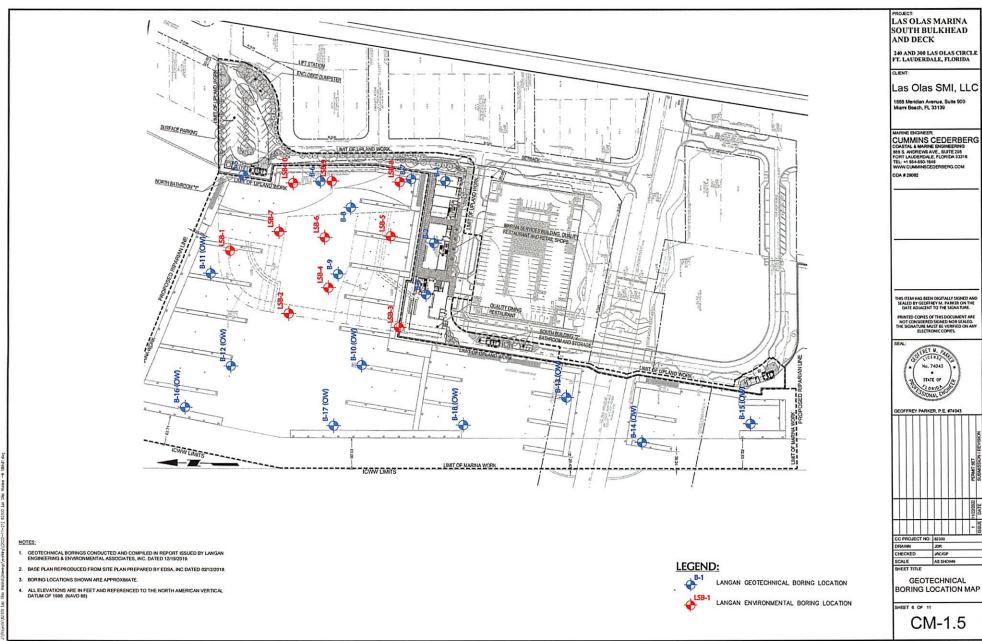
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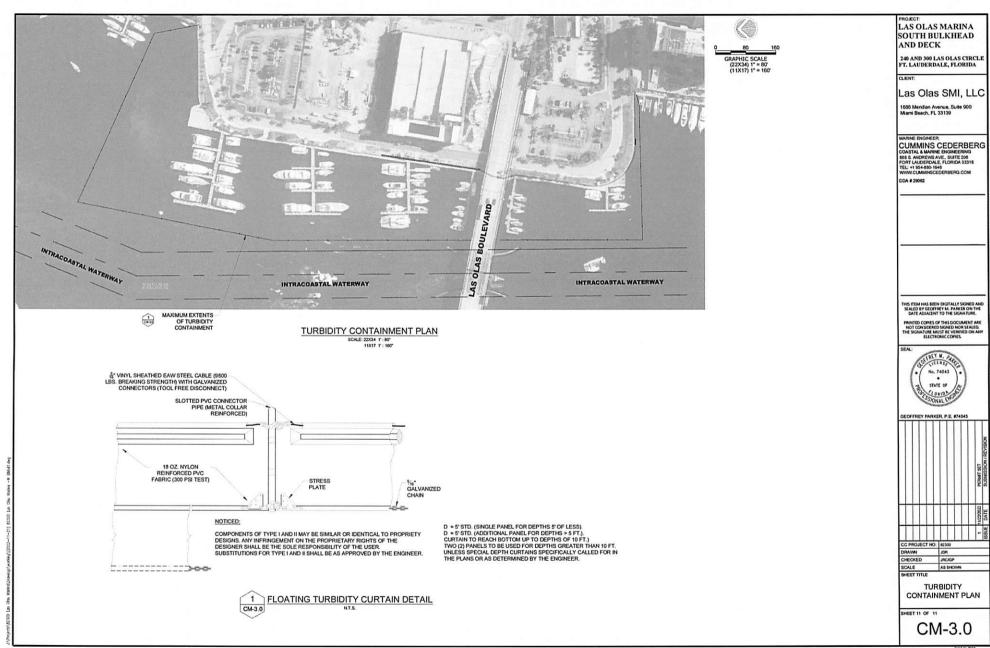
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CAM 34-0



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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