

DEVELOPMENT AGREEMENT

January 26, 2017 This DEVELOPMENT AGREEMENT ("*Agreement*") is made to be effective as of (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.

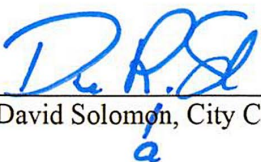
CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

By: 

Greg Chavarria
City Manager

Date: January 26, 2024

ATTEST:

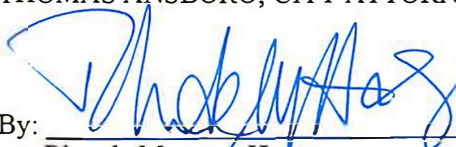
By: 

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

ERIC METZ
[Witness print/type name]
KEVIN DIAZ

[Witness print/type name]

(CORPORATE SEAL)

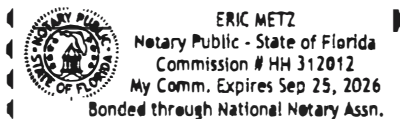
DAVID FILLER
By: DAVID FILLER

ATTEST:

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)



ERIC METZ
(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 _____

WITNESSES

Subscribed and sworn to before me this 1st day of June, 1903.

[Signature]

[Signature]

NOTARY

NOTARY

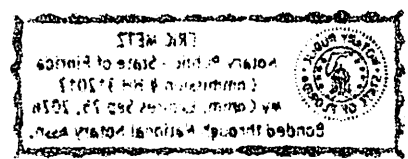
[Signature]

Subscribed and sworn to before me this 1st day of June, 1903.

[Signature]

NOTARY

NOTARY



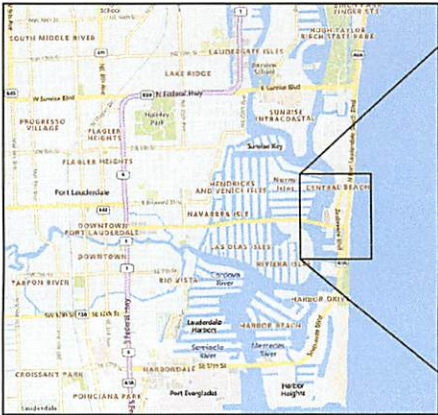
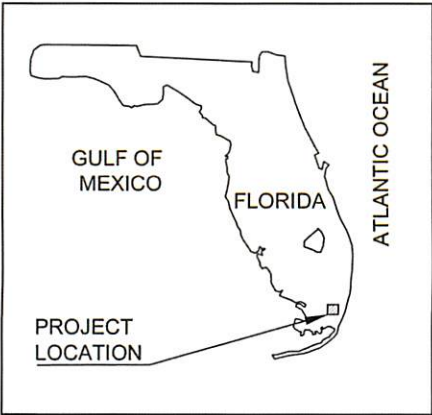
Subscribed and sworn to before me this 1st day of June, 1903.

SEAWALL REPLACEMENT PLANS

EXHIBIT A

LAS OLAS MARINA SOUTH BULKHEAD AND DECK

240 AND 300 LAS OLAS CIRCLE
FT. LAUDERDALE, FLORIDA



PROJECT LOCATION

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

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
WWW.CUMMINSCEDERBERG.COM

PERMIT SET
NOVEMBER 22, 2022

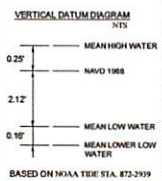
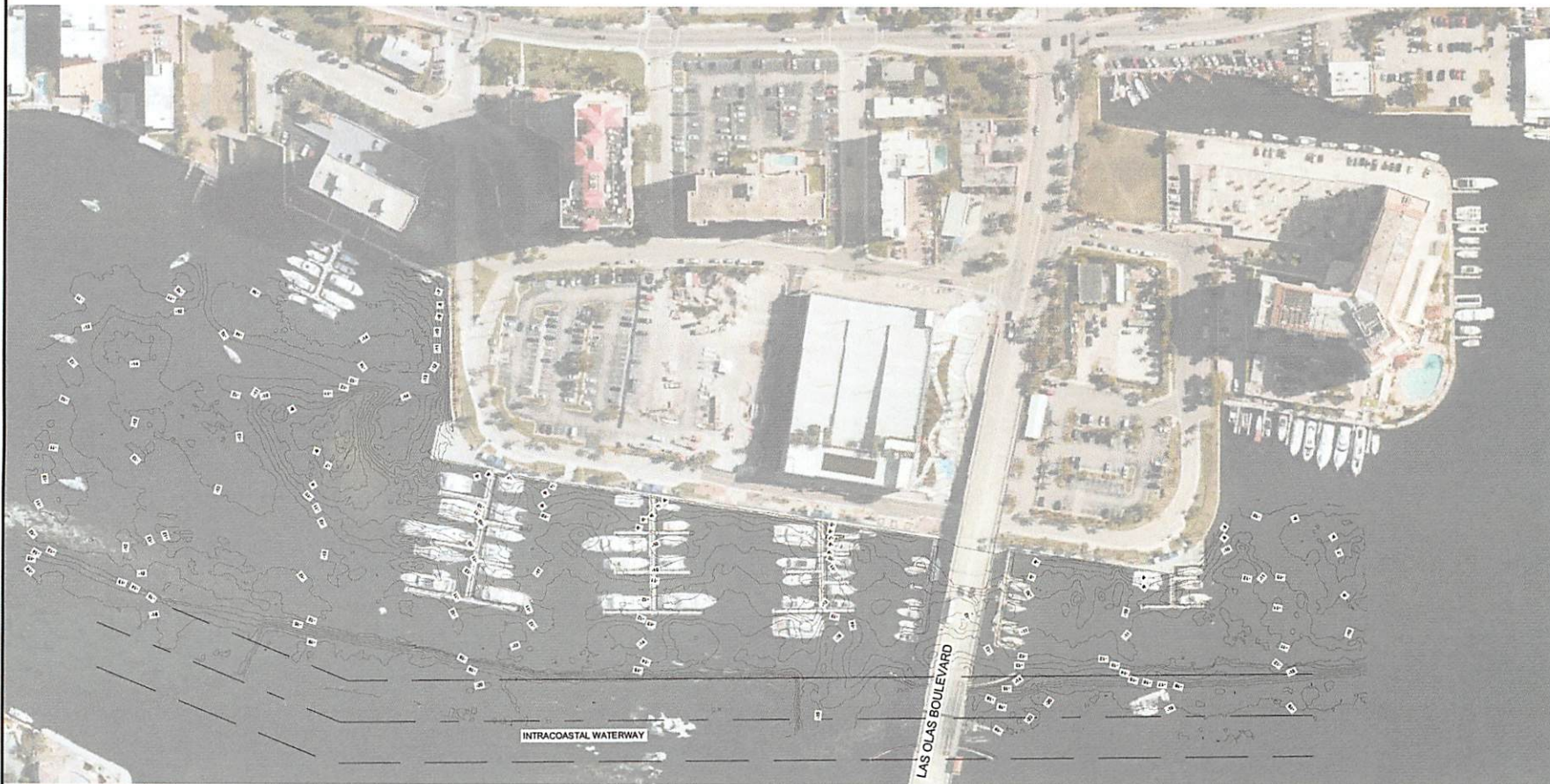


REVISION	DATE	NOTE	COVER
1	11/22/2022	PERMIT SET	

SHEET 1 OF 11
CM-1.0

CAM 25-0736
Exhibit 1
Page 13 of 24

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- NOTES:
1. BATHYMETRIC SURVEY CONDUCTED BY TERRAQUATIC, INC., DATED 12/08/2021
 2. AERIAL IMAGE: 2021 MICROSOFT CORPORATION
 3. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM (NAVD88).

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

240 AND 300 LAS OLAS CIRCLE
FT. LAUDERDALE, FLORIDA

CLIENT:
Las Olas SMI, LLC

1088 Meridian Avenue, Suite 900
Miami Beach, FL 33139

MARINE ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
888 S. ANCHORAGE AVE., SUITE 208
FORT LAUDERDALE, FLORIDA 33316
TEL: 1-888-886-1648
WWW.CUMMINSCEDERBERG.COM
COA # 29082

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

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED NOR SEALED.
THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



GEOFFREY PARKER, P.E. #74043

ISSUE	DATE	BY	REVISION
1	11/03/2022	JRCGP	REVISION

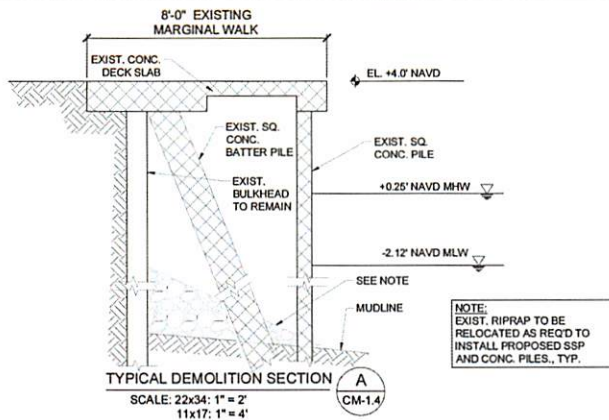
CO PROJECT NO: 82300
DRAWN: JRCGP
CHECKED: JRCGP
SCALE: AS SHOWN
SHEET TITLE:
BATHYMETRIC SURVEY

SHEET 4 OF 11

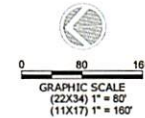
CM-1.3

CAM 25-0736
Exhibit 1
Page 15 of 24

J:\Projects\25-0736 Las Olas Marina\Drawings\25-0736-11-11-21 81305 Las Olas Marina - 11-21-21.dwg



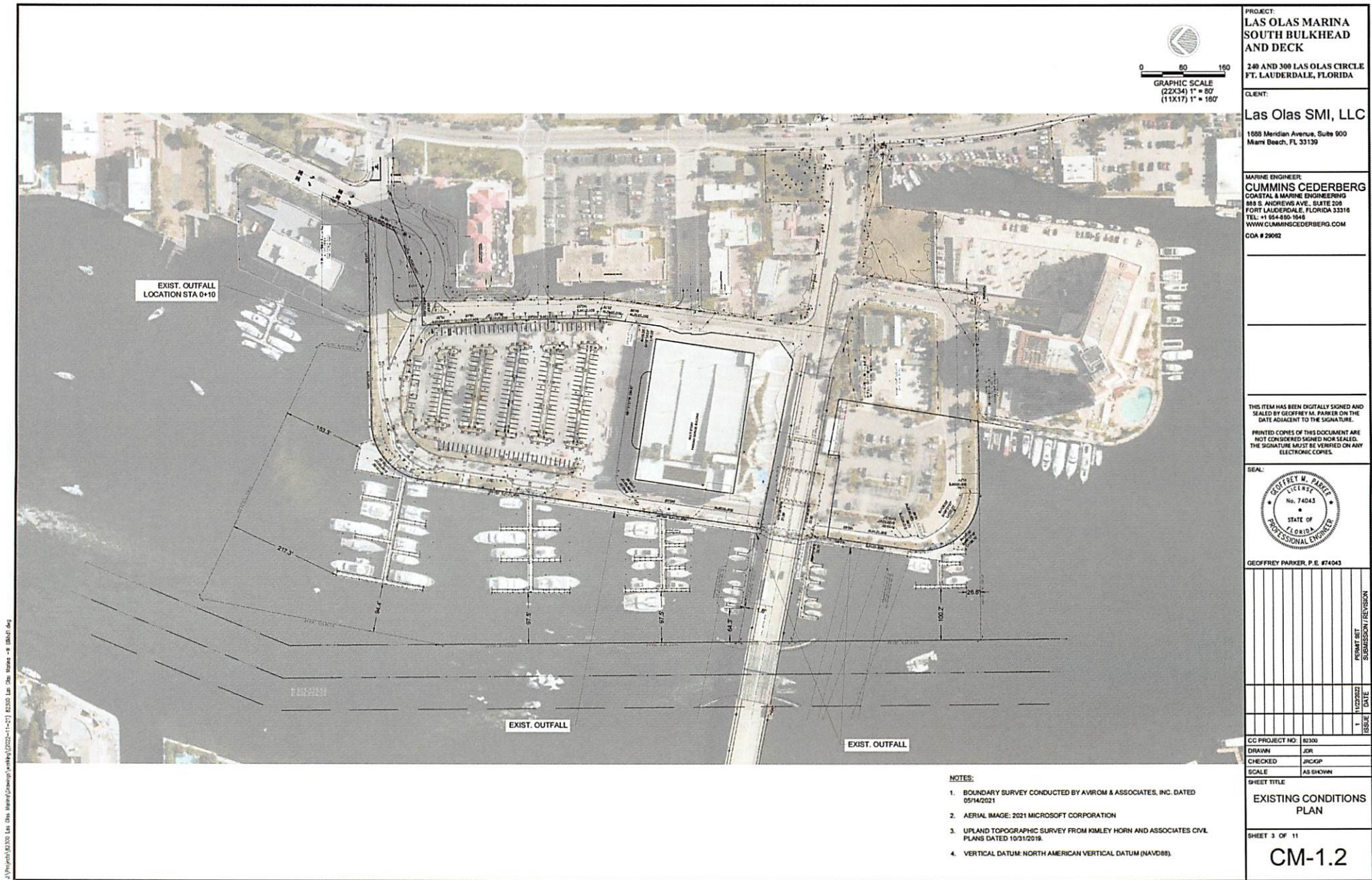
DEMOLITION PLAN
SCALE: 22X34 1" = 20'
11X17 1" = 40'



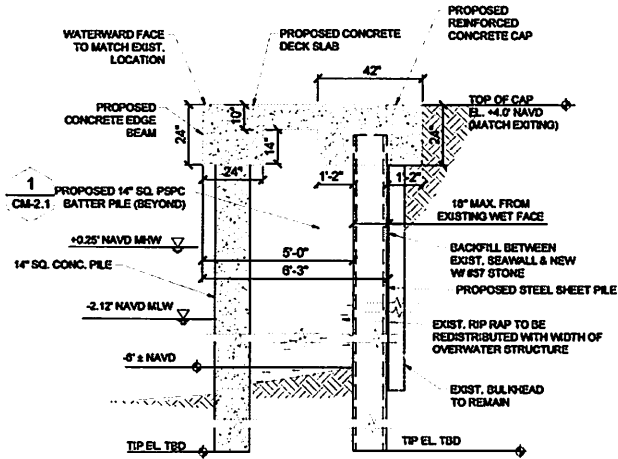
DEMOLITION QUANTITIES	
CONCRETE PROMENADE:	555.15 LF
	4,850 SF AREA OVER TIDAL WATERS
BULKHEAD & CAP:	APPROX. 780. LF

PROJECT: LAS OLAS MARINA SOUTH BULKHEAD AND DECK 240 AND 300 LAS OLAS CIRCLE FT. LAUDERDALE, FLORIDA	
CLIENT: Las Olas SMI, LLC 1008 Meridian Avenue, Suite 900 Miami Beach, FL 33139	
MARINE ENGINEER: CUMMINS CEDERBERG COASTAL & MARINE ENGINEERING 888 S. ANDREWS AVE., SUITE 205 FORT LAUDERDALE, FLORIDA 33316 TEL: +1 954-890-1848 WWW.CUMMINSCEDERBERG.COM COA # 29082	
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CC PROJECT NO:	82300
DRAWN:	JCP
CHECKED:	JRCGP
SCALE:	AS SHOWN
SHEET TITLE DEMOLITION PLAN	
SHEET 5 OF 11 CM-1.4	

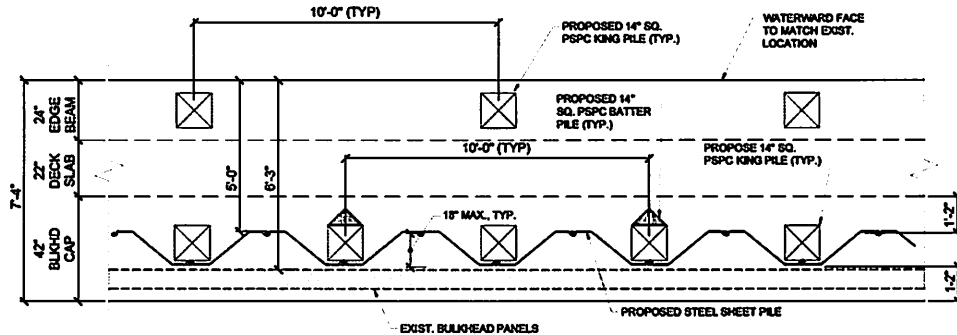
CAM 25-0736
Sheet 1
Page 16 of 24



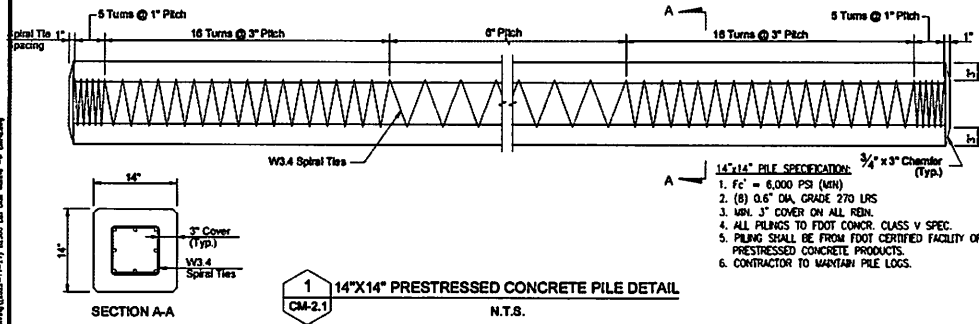
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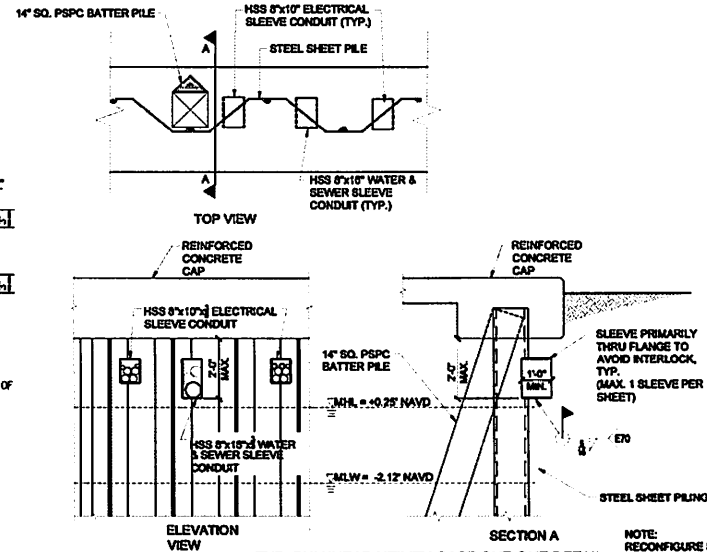
TYPICAL BULKHEAD SECTION
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'



1.1 TYP. BULKHEAD & DECK PLAN VIEW DETAIL
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'



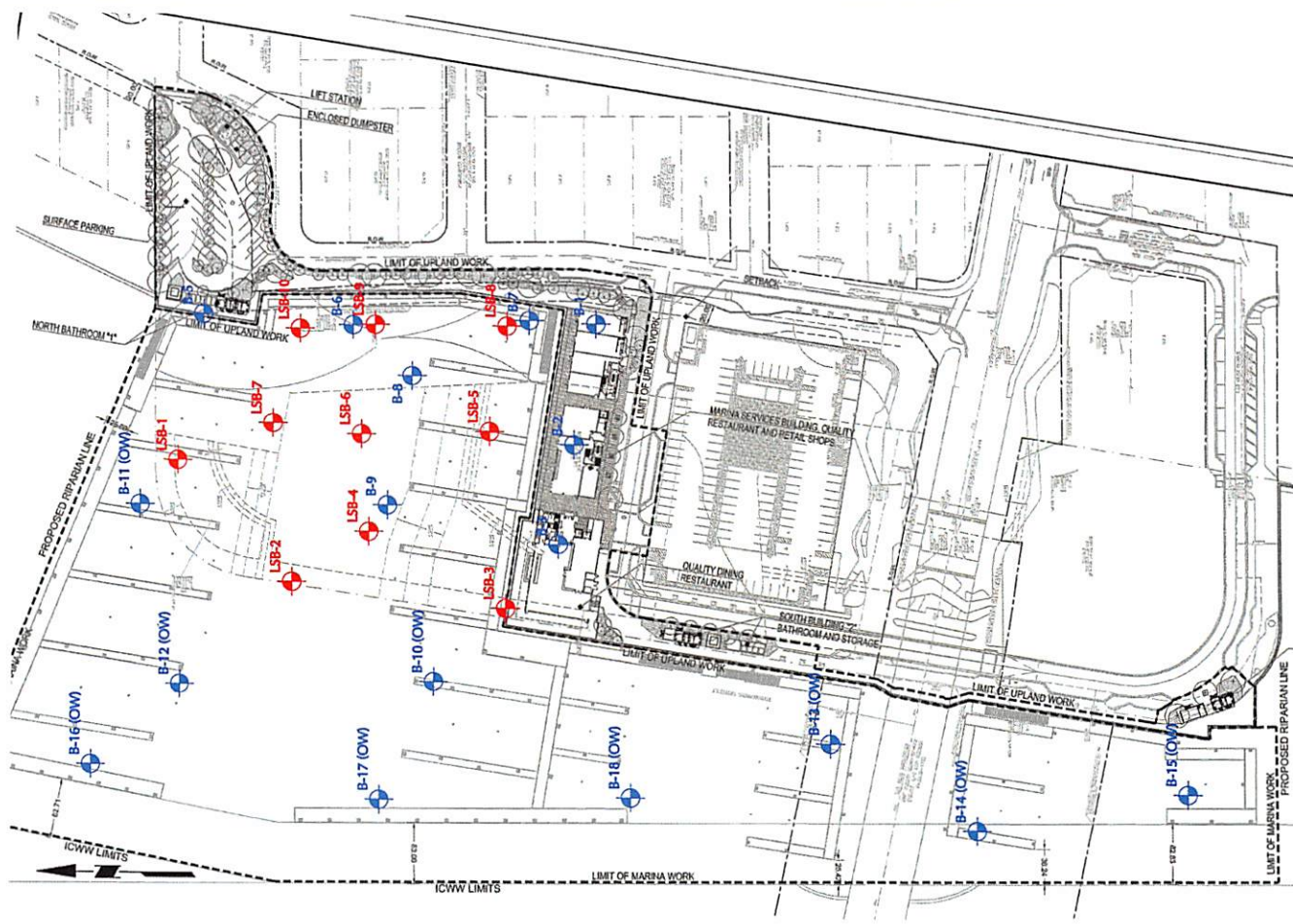
14\"/>



TYP. BULKHEAD UTILITY CASE CUT-OUT DETAIL
SCALE: 22x34: 1" = 2'
11x17: 1" = 4'

NOTE:
RECONFIGURE SLEEVES AS
NECESSARY TO ACCOMMODATE
ACTUAL UTILITY CONDUIT
REQUIREMENTS.

PROJECT: LAS OLAS MARINA SOUTH BULKHEAD AND DECK 240 AND 300 LAS OLAS CIRCLE FT. LAUDERDALE, FLORIDA													
CLIENT: Las Olas SMI, LLC 1000 Meridian Avenue, Suite 600 Miami Beach, FL 33139													
MARINE ENGINEER: CUMMINS CEDERBERG 883 S. ANDREWS AVE., SUITE 208 FORT LAUDERDALE, FLORIDA 33314 TEL.: +1 (844) 840-3646 WWW.CUMMINSCEDERBERG.COM CDA # 23082													
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SEAL:  GEOFFREY PARKER, P.E. #74043													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 100px; vertical-align: bottom;"> CO PROJECT NO: 12200 DRAWN: JCR CHECKED: JCR/JCP SCALE: AS SHOWN SHEET TITLE: BULKHEAD SECTION & DETAILS </td> <td style="width: 50%; height: 100px; vertical-align: bottom;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">REVISION</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table> </td> </tr> </table>		CO PROJECT NO: 12200 DRAWN: JCR CHECKED: JCR/JCP SCALE: AS SHOWN SHEET TITLE: BULKHEAD SECTION & DETAILS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">REVISION</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	REVISION	DATE								
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REVISION	DATE												
SHEET # OF 11 CM-2.1													



NOTES:

1. GEOTECHNICAL BORINGS CONDUCTED AND COMPILED IN REPORT ISSUED BY LANGAN ENGINEERING & ENVIRONMENTAL ASSOCIATES, INC. DATED 12/19/2019.
2. BASE PLAN REPRODUCED FROM SITE PLAN PREPARED BY EDSA, INC DATED 02/12/2018.
3. BORING LOCATIONS SHOWN ARE APPROXIMATE.
4. ALL ELEVATIONS ARE IN FEET AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

LEGEND:

- LANGAN GEOTECHNICAL BORING LOCATION
- LANGAN ENVIRONMENTAL BORING LOCATION

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

240 AND 300 LAS OLAS CIRCLE
FT. LAUDERDALE, FLORIDA

CLIENT:

Las Olas SMI, LLC

1088 Meridian Avenue, Suite 900
Miami Beach, FL 33139

MARINE ENGINEER:
CUMMINS CEDERBERG
COASTAL & MARINE ENGINEERING
888 S. ANDREWS AVE., SUITE 208
FORT LAUDERDALE, FLORIDA 33316
TEL: +1 954-850-1646
WWW.CUMMINSCEDERBERG.COM
COA # 29082

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GEOFFREY PARKER, P.E. #74043

REVISION	DATE	BY	APP'D
1	11/02/2020	JCP	
2	11/02/2020	JCP	
3	11/02/2020	JCP	
4	11/02/2020	JCP	
5	11/02/2020	JCP	
6	11/02/2020	JCP	
7	11/02/2020	JCP	
8	11/02/2020	JCP	
9	11/02/2020	JCP	
10	11/02/2020	JCP	

CC PROJECT NO: 82336
DRAWN: JCP
CHECKED: JCP
SCALE: AS SHOWN

SHEET TITLE:
**GEOTECHNICAL
BORING LOCATION MAP**

SHEET 6 OF 11

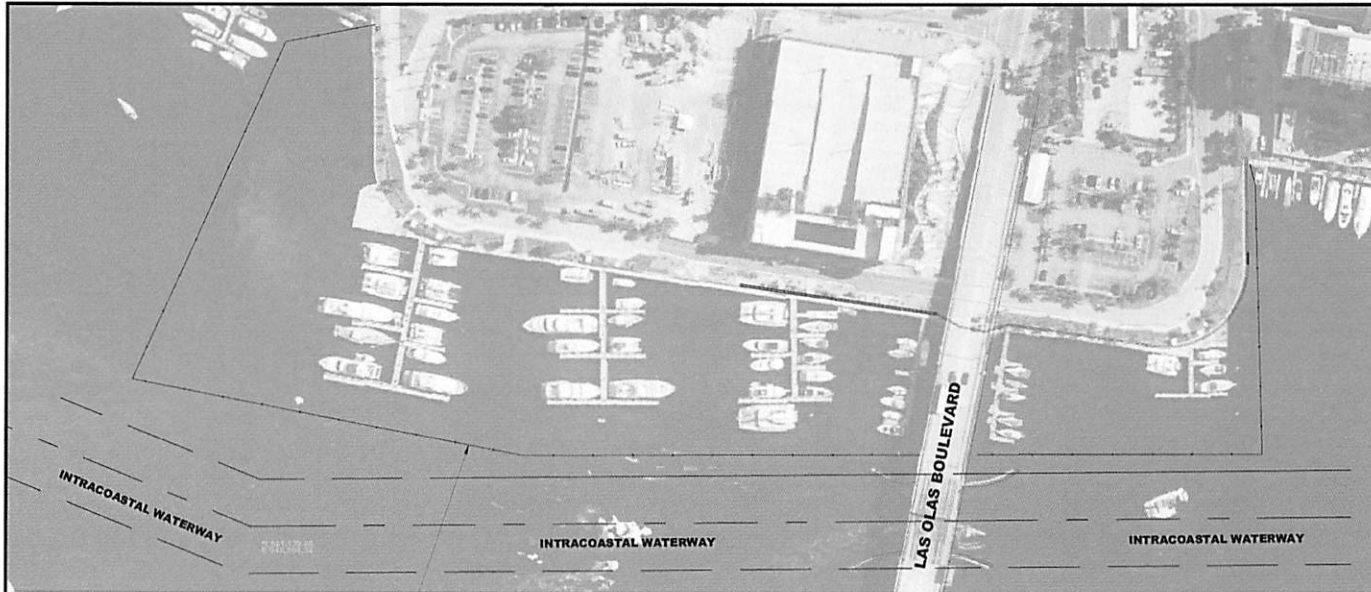
CM-1.5

CM-1.5
Exhibit 1
Page 22 of 24

CAM 25-0736

Exhibit 1

Page 23 of 25



MAXIMUM EXTENTS
OF TURBIDITY
CONTAINMENT

TURBIDITY CONTAINMENT PLAN

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

1/8" VINYL SHEATHED EAW STEEL CABLE (#600
LBS. BREAKING STRENGTH) WITH GALVANIZED
CONNECTORS (TOOL FREE DISCONNECT)

SLOTTED PVC CONNECTOR
PIPE (METAL COLLAR
REINFORCED)

18 OZ. NYLON
REINFORCED PVC
FABRIC (300 PSI TEST)

STRESS
PLATE

1/4" GALVANIZED
CHAIN

NOTICED:

COMPONENTS OF TYPE I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY
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
CM-3.0

FLOATING TURBIDITY CURTAIN DETAIL

N.T.S.

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

240 AND 300 LAS OLAS CIRCLE
FT. LAUDERDALE, FLORIDA

CLIENT:

Las Olas SMI, LLC

1080 Meridian Avenue, Suite 900
Miami Beach, FL 33139

MARINE ENGINEER:
CUMMINS CEDERBERG

CORRECTION & MARINE ENGINEERING
888 S. ANDREWS AVE., SUITE 206
FORT LAUDERDALE, FLORIDA 33316
TEL: +1 954-850-1845
WWW.CUMMINSCEDERBERG.COM
COA #20052

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1	11/22/2022	JGP	JGP
2			
3			
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10			

CC PROJECT NO: 80200
DRAWN: JGP
CHECKED: JPCGP
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
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