

DEVELOPMENT AGREEMENT

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: _____

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

By: _____

[Witness print/type name]

[Witness print/type name]

(CORPORATE SEAL)

ATTEST:

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 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)

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

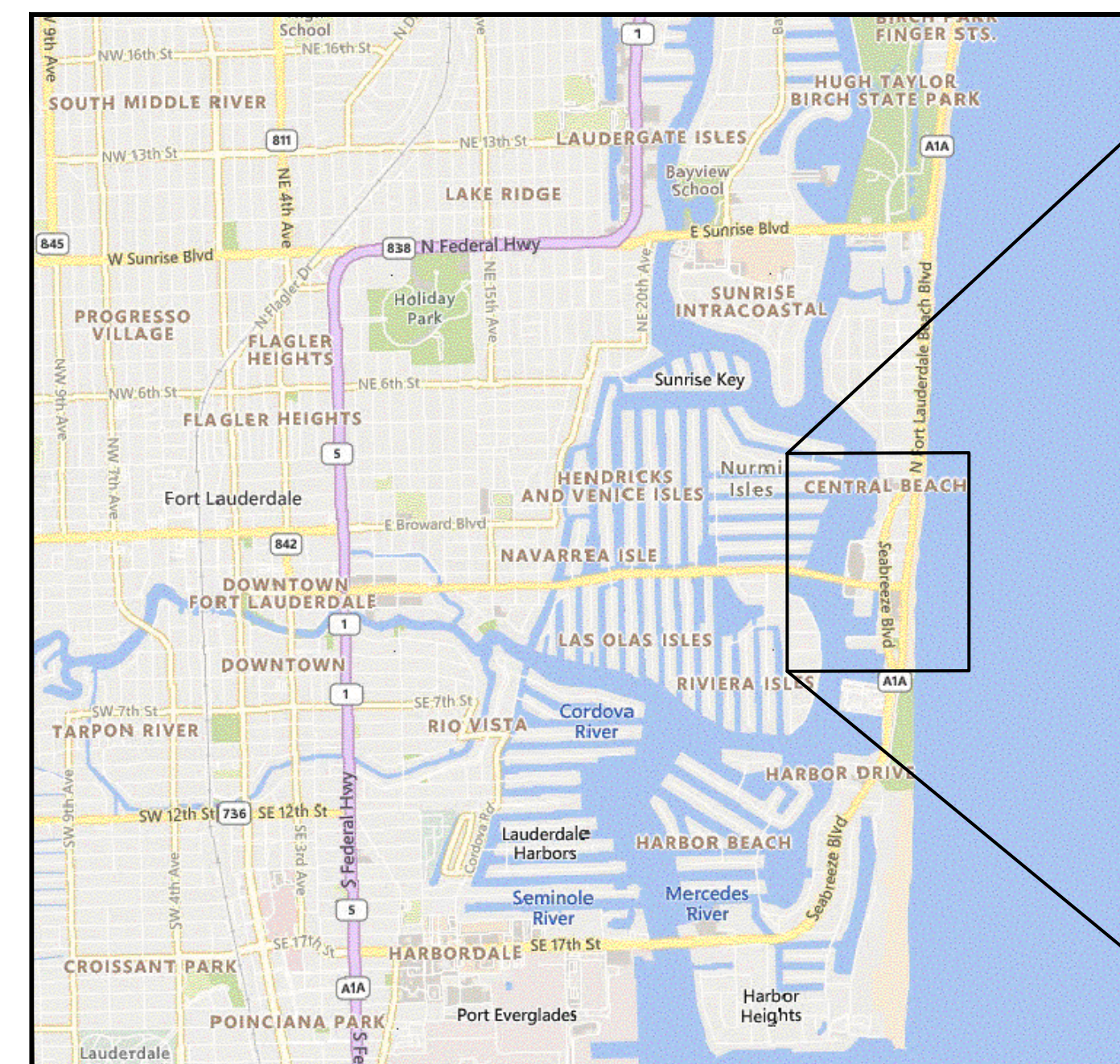
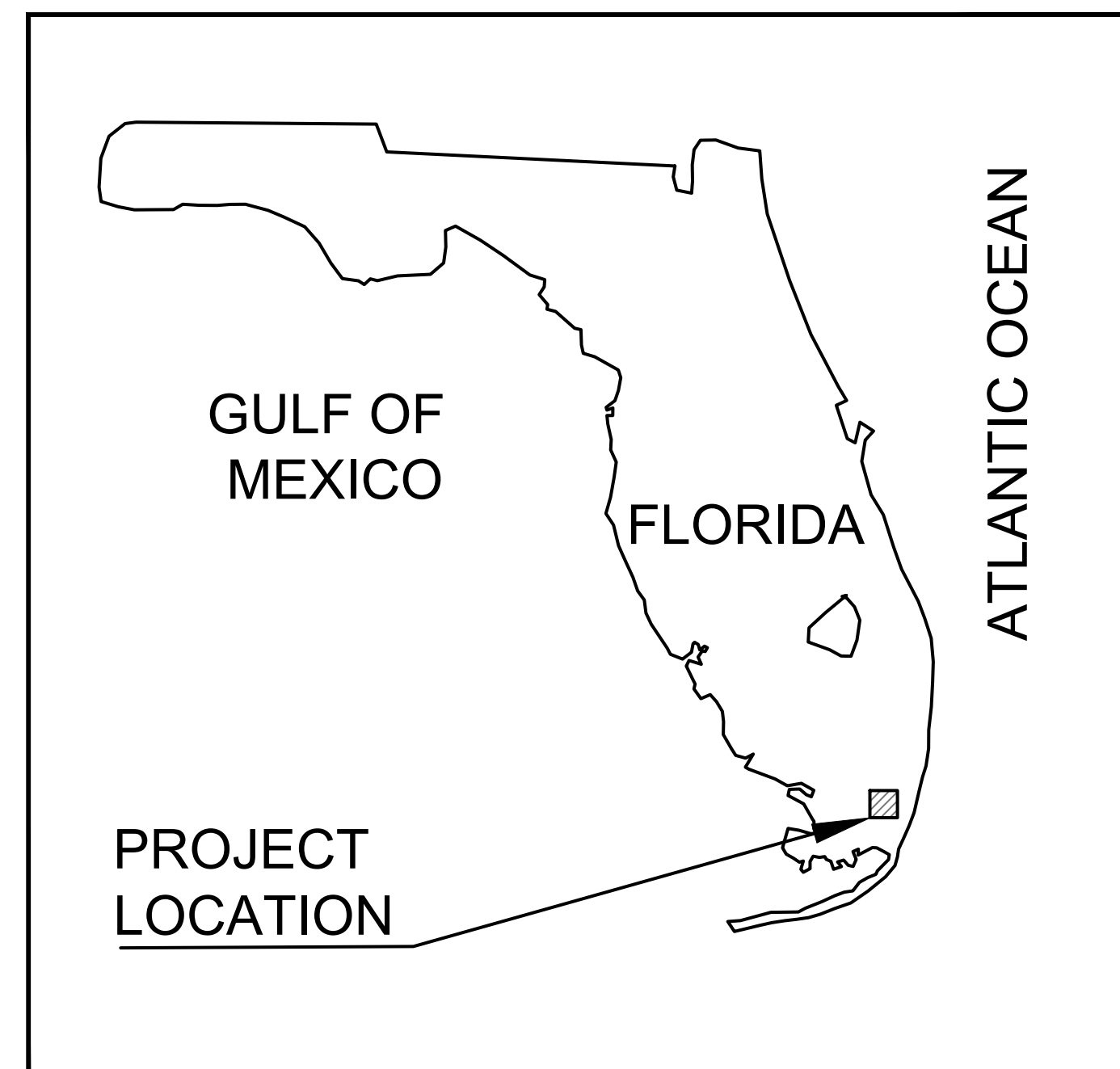
Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

SEAWALL REPLACEMENT PLANS

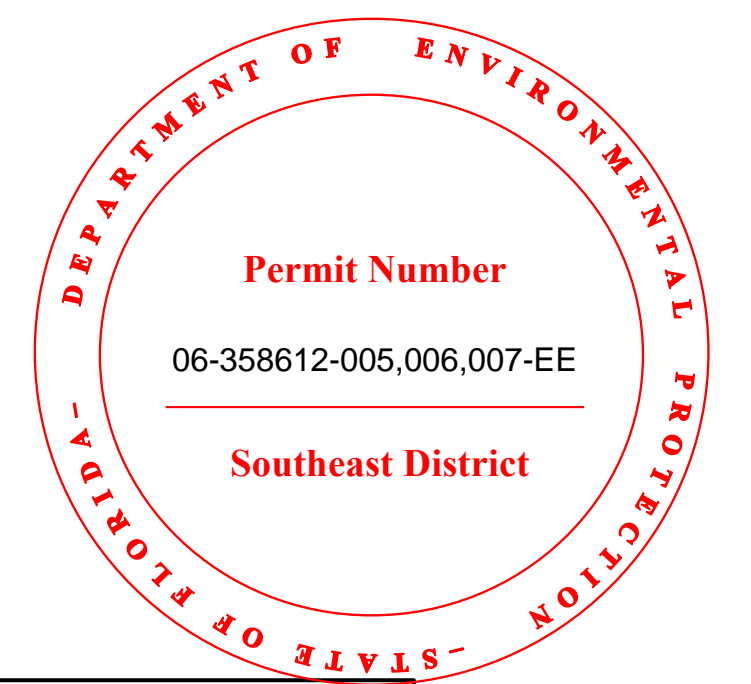
EXHIBIT A

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

PERMIT SET
NOVEMBER 22, 2022

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



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

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 BULKHEADS, UPLAND EXCAVATION, RIPRAP PLACEMENT, BACKFILL, DREDGING, AND DEMO OF EXISTING DOCKS 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 ADDRESSED 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 WITHIN 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 WALKWAYS, SIDEWALKS, 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.
1.5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER CLEARANCE AND PROTECTION TO ALL OVERHEAD WIRES AND OBSTRUCTIONS.
1.6. 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.
1.7. ALL NEW STRUCTURAL WORK INCLUDING CONCRETE AND REINFORCEMENT SHALL BE ACCURATELY FIELD MEASURED AND DIMENSIONS VERIFIED BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS. CONTRACTOR SHALL BE PREPARED TO MAKE FIELD ADJUSTMENTS TO ACCURATELY FIT THE NEW WORK TO EXISTING CONDITIONS.
1.8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR HAS BEEN ISSUED NOTICE TO PROCEED.
1.9. 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.
1.10. CONSTRUCTION WORK SHALL BE EXECUTED IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL BUILDING CODES AND GOVERNING REGULATIONS. FDEP, USACE, THE CITY OF FT. LAUDERDALE, AND BROWARD COUNTY. CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF THE PERMITS LICENSES, AND AUTHORIZATIONS.
1.11. DEBRIS TO BE REMOVED BEFORE CONSTRUCTION. CONTRACTOR SHALL IMPLEMENT BMPS TO PREVENT DEBRIS FROM ENTERING TIDAL WATERS DURING DEMOLITION.
1.12. 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 STAKEOUT 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 FDOT 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 DEBRIS WITHIN THE LIMITS OF THE PROJECT SHALL BE HAULED OFF SITE 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 DEPICTED IN THESE DRAWINGS. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3.4. ANY DEMOLITION MATERIALS THAT ENTER 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 WARP OR BENDS. THEY SHALL HAVE SUFFICIENT STRENGTH AND RIGIDITY, WHEN STAKED, 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 MORTAR BROUGHT TO A SMOOTH EVEN FINISH BY MEANS OF A FLOAT.
4.3. CONTRACTOR SHALL BE PREPARED TO PLACE CONCRETE OF LOWER MEMBERS OF THE MARINE STRUCTURES IN SUBMERGED CONDITIONS UTILIZING TREMIE 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 5,000 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 NOMINAL WEIGHT 145 PCF AFTER "CLASS IV" CONCRETE FOR AN EXTREMELY AGGRESSIVE (MARINE) ENVIRONMENT IN ACCORDANCE WITH FDOT SPECIFICATIONS. PROVIDE SUFFICIENT AMOUNT OF FLY ASH AND SILICA FUME TO THE CEMENT CONTENT. INCLUDE EUCON CIA 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 WAVE SPLASH FOR TWO DAYS AND CURED PER APPLICABLE PARAGRAPHS OF SECTION 400-16 OF THE FDOT STANDARD SPECIFICATIONS. CURING SHALL OCCUR FOR AT LEAST 7 DAYS.
4.9. A SURFACE PENETRANT SEALER OF ALKYL-ALKOXY SILANE CLASSIFICATION, SUCH AS BASF ENVIROSEAL, OR APPROVED EQUAL SHALL BE APPLIED ALL EXPOSED CONCRETE.
4.10. APPLY SIKA ARMATEC 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 HUMPS, SAGS, OR OTHER IRREGULARITIES EXCEPT AS SPECIFIED IN THE PLANS. THE CONTRACTOR SHALL REPLACE ANY DEFICIENT SEGMENTS.
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 WORKMANSHIP WILL BE ACCEPTED.
4.14. CONCRETE TRANSPORTATION: CONCRETE DELIVERED FROM A READY MIX PLANT SHALL BE TRANSPORTED IN ACCORDANCE WITH FDOT SECTION 345-13. CONCRETE THAT IS NOT PLACED IN THE FORM WITHIN THE SPECIFIED TIME LIMITS WILL BE REJECTED 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.
4.15. REINFORCED CONCRETE MATERIALS TESTING: THE CONTRACTOR SHALL HAVE AN INDEPENDENT TESTING LABORATORY TEST THE CONCRETE USED IN THE WORK AT LEAST ONE COMPOSITE SAMPLE FOR EACH 100 CY, OR FRACTION THEREOF, OF EACH DESIGN MIXTURE OF CONCRETE PLACED IN ONE DAY SHALL BE OBTAINED FOR TESTING.. THE TEST SHALL INCLUDE 7, 14, AND 28 DAY COMPRESSIVE STRENGTH TESTS. THE RESULTS SHALL BE SUPPLIED TO THE ENGINEER. THE TESTS SHALL BE IN ACCORDANCE WITH ASTM C31, C39, AND C617.
4.16. ADHESIVE BONDED DOWELS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT SECTION 416.
4.17. PROVIDE LIGHT BROOM FINISH, U.N.O.

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-WIRE 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 TNEME TAR (46H-413) COAL TAR EPOXY FROM TOP OF STEEL SHEET PILE TO SEABED OF WET FACE.
6.3. COATING SHALL BE 16 MILS DRY FILM THICKNESS, AND APPLIED IN STRICT ACCORDANCE WITH MANUFACTURER INSTRUCTIONS.
6.4. PILE DRIVING 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 IN ACCORDANCE WITH FDOT 455-9.
6.6. CONTRACTOR SHALL BE PREPARED TO DRIVE SHEET PILING THROUGH LIMESTONE LAYERS.
6.7. ANY DAMAGED COATING DUE TO HANDLING, 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 LOGS SHALL BE MAINTAINED FOR ALL PILES.

7. CONCRETE PILING

- 7.1. PILES SHALL BE 14" SQUARE PRESTRESSED CONCRETE PILES WITH EIGHT (8) 0.6" DIAMETER STRANDS, GRADE 270 KSI, LRS.
7.2. CONCRETE TO BE MINIMUM 6,000 PSI, AND FOLLOW FDOT CLASS-V CONCRETE SPECIFICATIONS. MINIMUM CONCRETE COVER TO INTERNAL REINFORCEMENT SHALL BE 3" ON ALL SIDES.
7.3. PILES SHALL BE DRIVEN TO PROVIDE A MINIMUM BEARING CAPACITY OF ## TONS/PILE. PILE LOGS 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 FDOT 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. HARD DRIVING SHOULD BE ANTICIPATED WHEN DRIVING THE PILES THROUGH WELL-CEMENTED SEAMS OF LENSES WITHIN STRATUM 3 AS IDENTIFIED IN THE LANAGN ENGINEERING GEOTECHNICAL REPORTED DATED DECEMBER 19, 2019. SPUDDING, PRE-PUNCHING AND PRE-AUGURING 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 LENSES OF SUBSURFACE MATERIAL. THE SELECTED PILE DRIVING SYSTEM (I.E. HAMMER, CISHION, 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 SEAWALL/BULKHEAD 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 DIFFICULTIES WITH SPLICING OF PRECAST, PRESTRESSED CONCRETE PILES, WE SUGGEST THE PILING CONTRACTOR PROVIDE CONTINGENCIES THROUGH ADDITIONAL PILE LENGTH TO ACCOUNT FOR VARIATIONS IN THE SUBSURFACE MATERIALS. ADDITIONALLY, PRIOR TO CASTING PRODUCTION PILES, WE RECOMMEND DRIVING A SERIES OF INDEX/TEST PILES TO VALIDATE THE RANGE OF EXPECTED PILE.

8. DESIGN CRITERIA

- 8.1. BULKHEAD SURCHARGE LL IN WAY OF BUILDINGS = 100 PSF
SURCHARGE LL IN WAY OF ROADS = 250 PSF
FBC 2020
8.2. FDOT 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. DOWELS 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 FT LAUDERDALE BAHIA YACHT CLUB, FT. LAUDERDALE, FL. FL.

11. SUBMITTALS

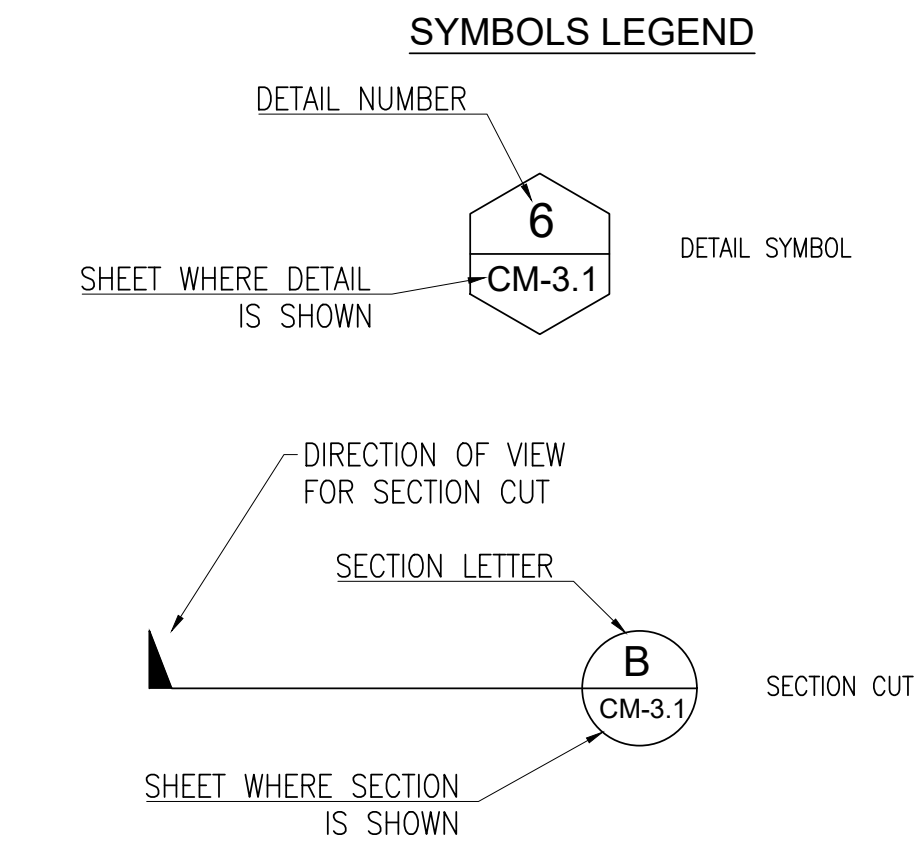
- 11.1. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS

- WILL BE MADE.
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 DOWELS
11.3.9. TURBIDITY CONTROL MEASURES
11.3.10. HURRICANE PLAN

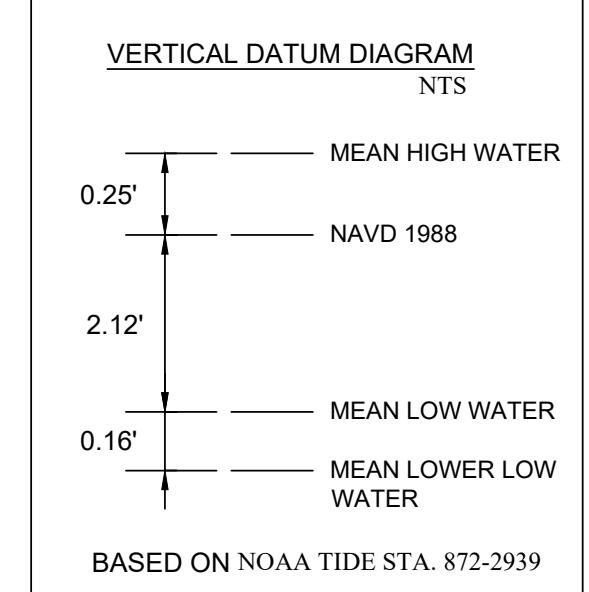
12. SPECIAL INSPECTIONS

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

ABBREVIATIONS table listing terms like ACI, ASTM, CONT, FDEP, FDOT, EF, KSI, MHW, MIN, MLW, NAVD, PERA, PSI, TYP, U.N.O., USACE, W/C and their corresponding full names.



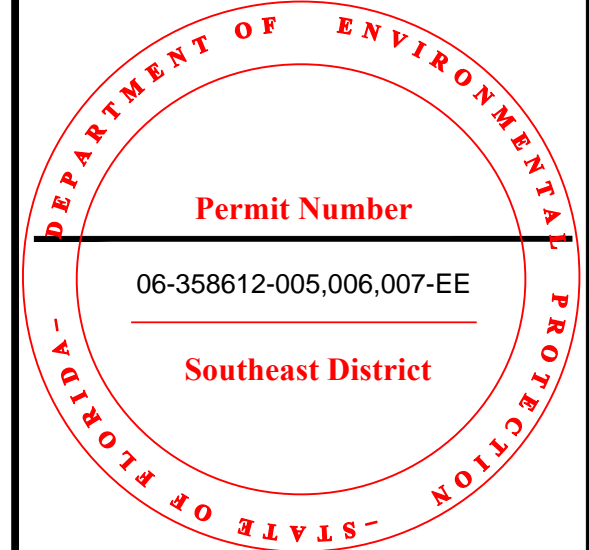
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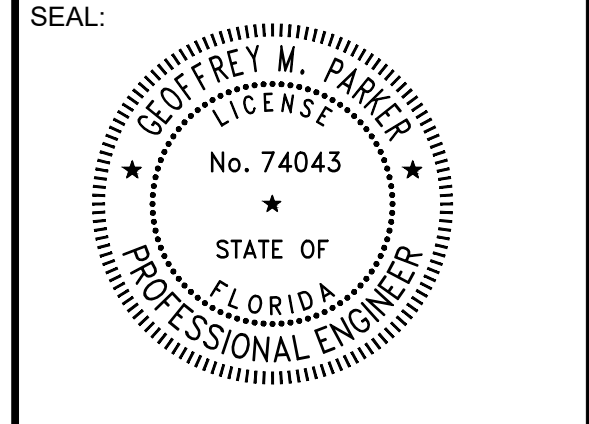
PROJECT: LAS OLAS MARINA SOUTH BULKHEAD AND DECK
240 AND 300 LAS OLAS CIRCLE FT. LAUDERDALE, FLORIDA

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 FORT LAUDERDALE, FLORIDA 33316
TEL: +1 954-880-1646
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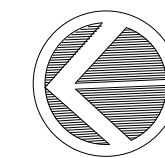
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Table with project information: CC PROJECT NO: 82300, DRAWN: JDR, CHECKED: JRC/GP, SCALE: AS SHOWN.

GENERAL NOTES

SHEET 2 OF 11

CM-1.1



0 80 160

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

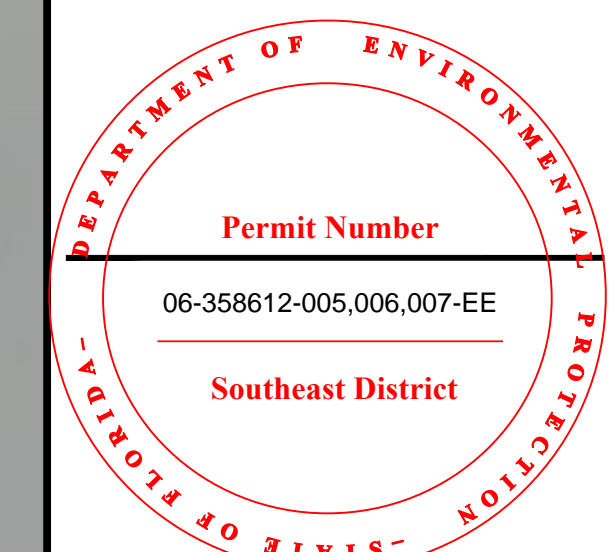
PROJECT:
**LAS OLAS MARINA
SOUTH BULKHEAD
AND DECK**

240 AND 300 LAS OLAS CIRCLE
FT. LAUDERDALE, FLORIDA

CLIENT:
Las Olas SMI, LLC

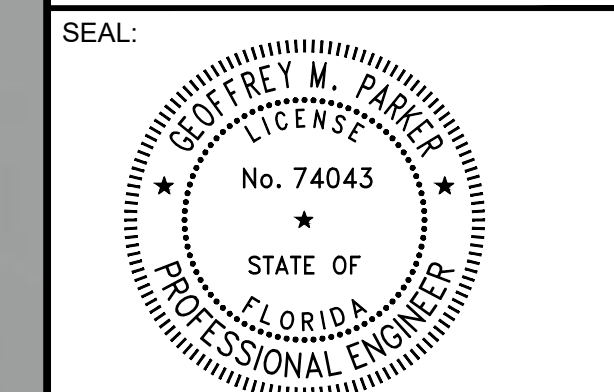
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NO.	DATE	ISSUE	PERMIT SET SUBMISSION / REVISION
1	11/22/2022	ISSUE	

CC PROJECT NO:	82300
DRAWN	JDR
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SHEET TITLE	

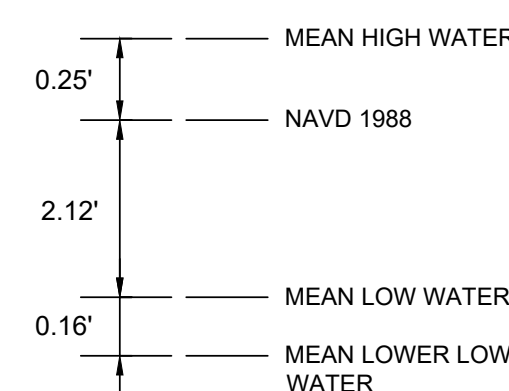
BATHYMETRIC SURVEY

SHEET 4 OF 11

CM-1.3



VERTICAL DATUM DIAGRAM
NTS



BASED ON NOAA TIDE STA. 872-2939

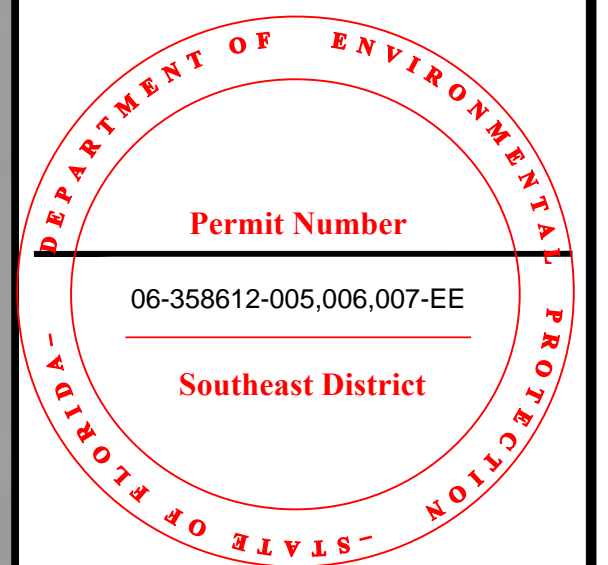
NOTES:

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

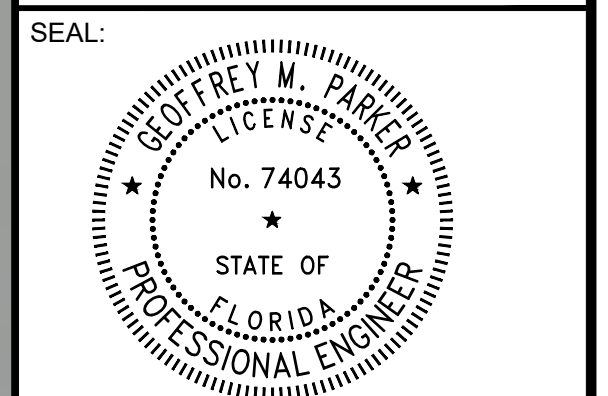
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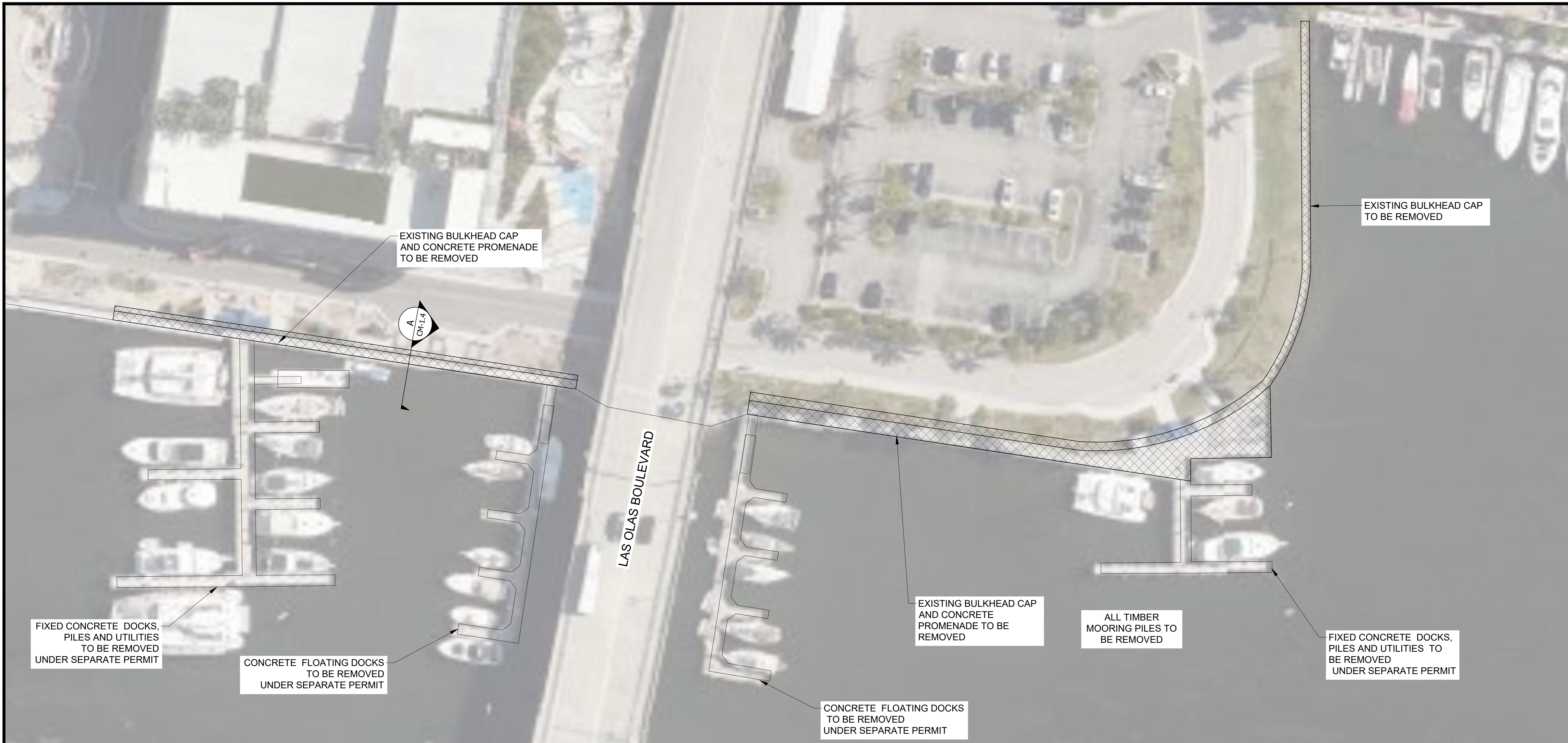


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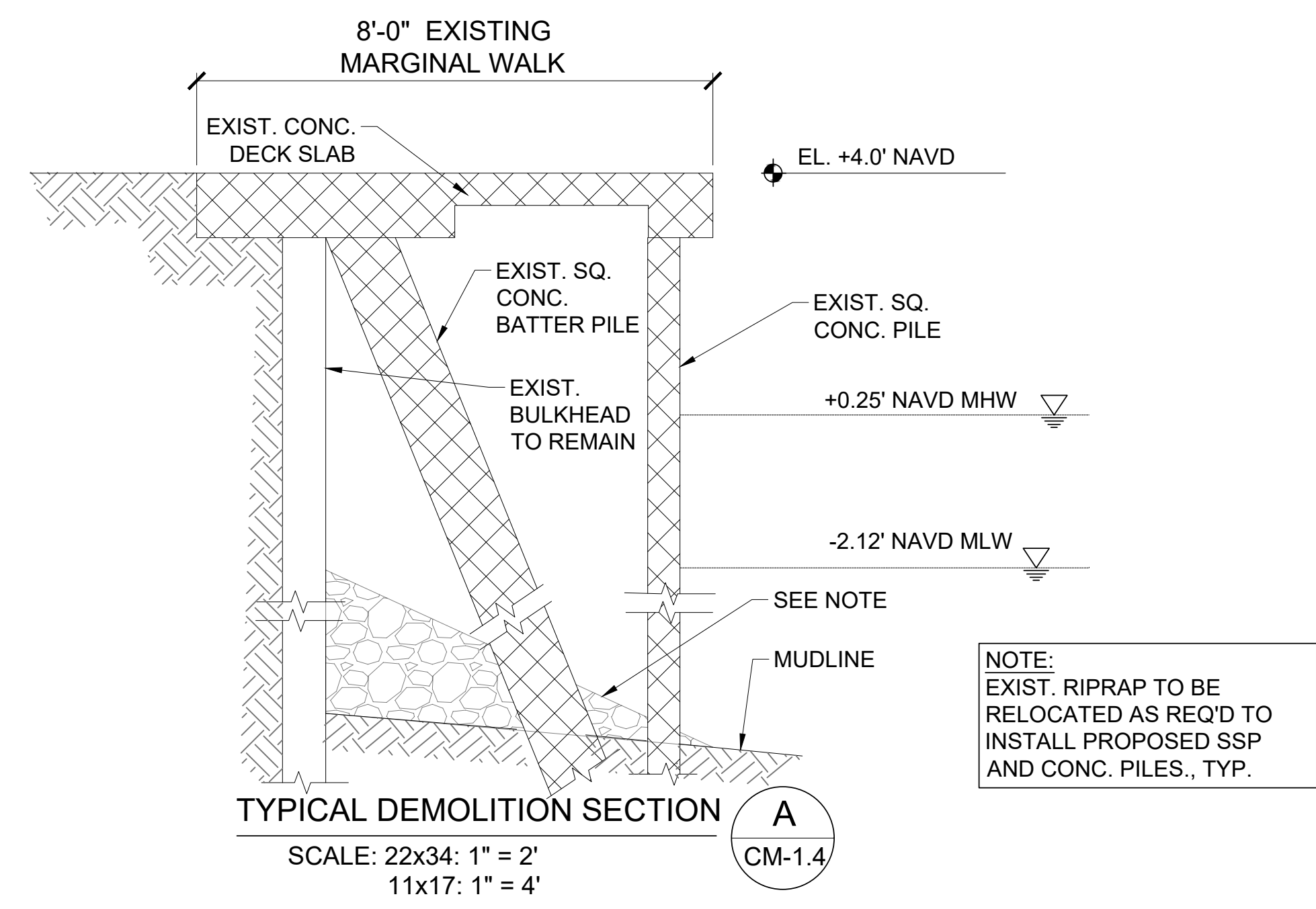
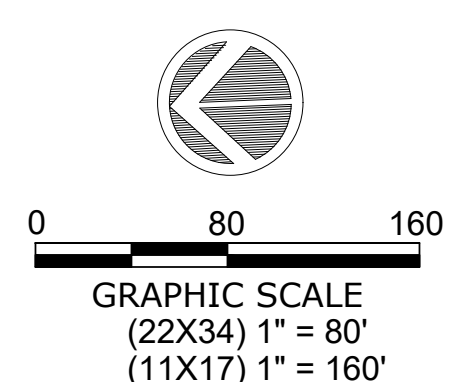
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SHEET TITLE
DEMOLITION PLAN
 SHEET 5 OF 11
CM-1.4

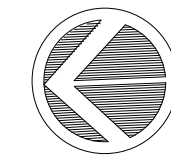


DEMOLITION PLAN
 SCALE: 22X34 1" = 20"
 11X17 1" = 40"



DEMOLITION QUANTITIES

CONCRETE PROMENADE:	565.15 LF 4,850 SF AREA OVER TIDAL WATERS
BULKHEAD & CAP:	APPROX. 780. LF



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

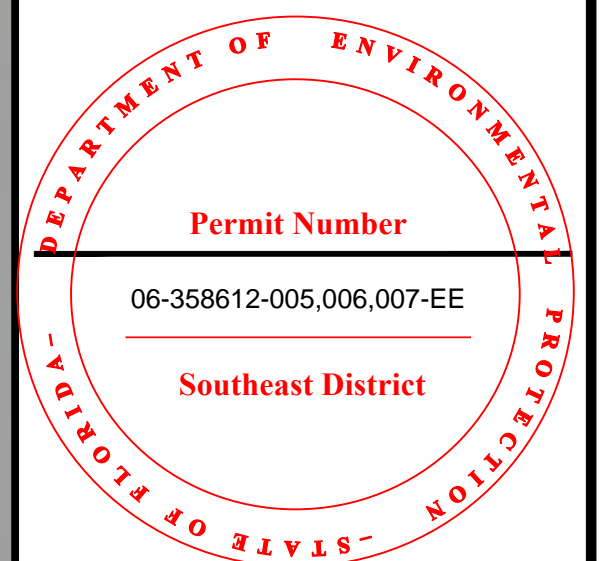
PROJECT:
**LAS OLAS MARINA
 SOUTH BULKHEAD
 AND DECK**

240 AND 300 LAS OLAS CIRCLE
 FT. LAUDERDALE, FLORIDA

CLIENT:
Las Olas SMI, LLC

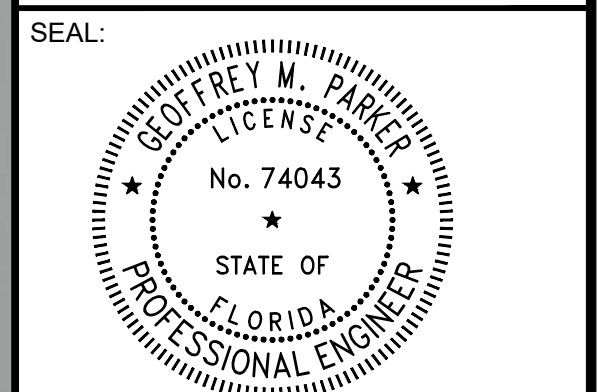
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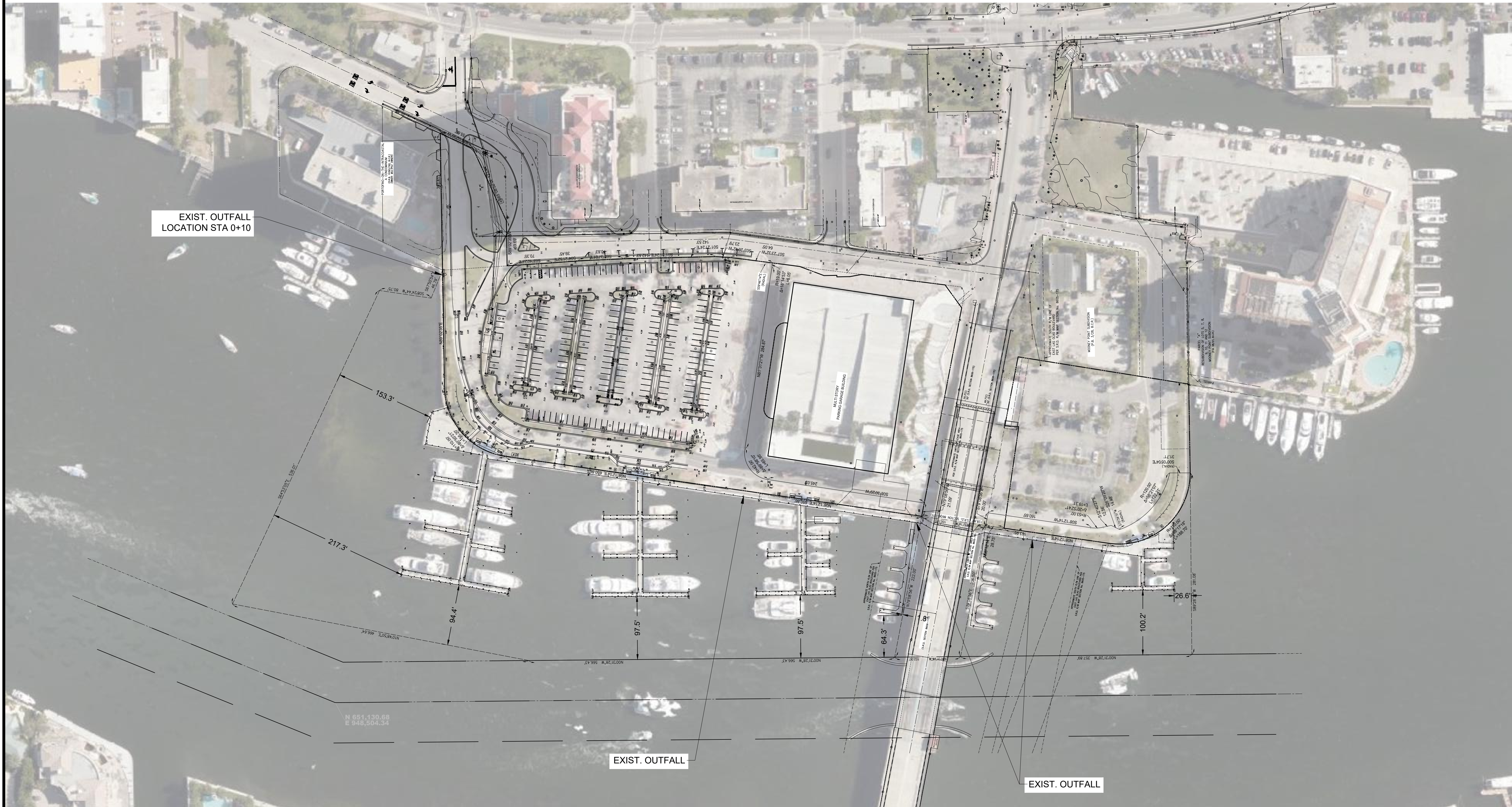
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SHEET TITLE
**EXISTING CONDITIONS
 PLAN**

SHEET 3 OF 11

CM-1.2



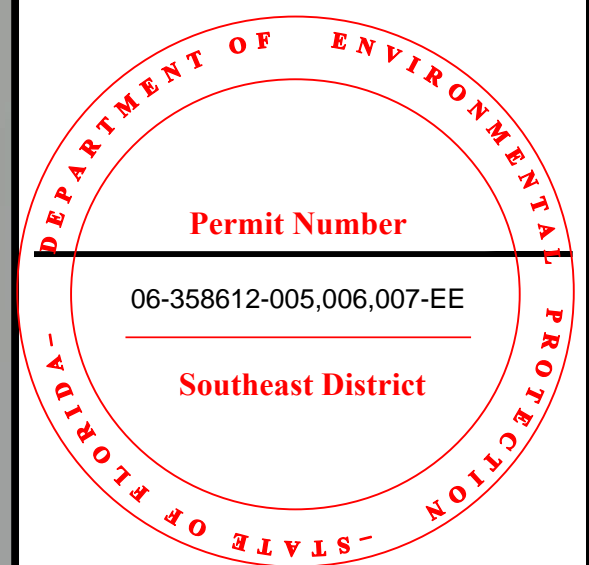
NOTES:

- BOUNDARY SURVEY CONDUCTED BY AVIROM & 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).

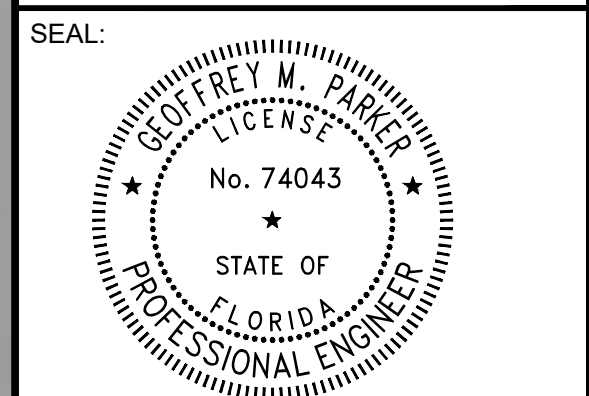
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ISSUE	DATE	PERMIT SET	REVISION / SUBMISSION
1	11/22/2022		

CC PROJECT NO: 82300
 DRAWN: JDR
 CHECKED: JRC/GP
 SCALE: AS SHOWN

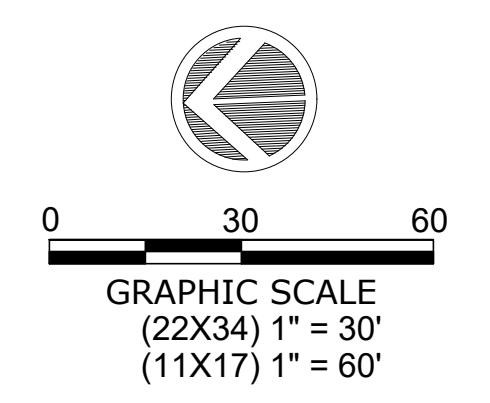
SHEET TITLE
PROPOSED SITE PLAN

SHEET 8 OF 11
CM-2.0

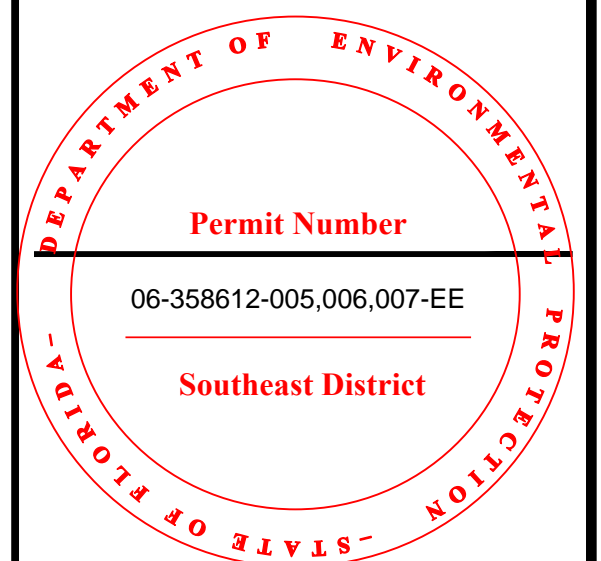


- NOTES:**
- TOTAL LINEAR FEET OF NEW BULKHEAD = 780 LF.
 - TOTAL NUMBER OF NEW 14" SQ. PSPC PILES - 194 EA.
 - MAXIMUM OF (10) BATTERED PILES DRIVEN PER DAY.

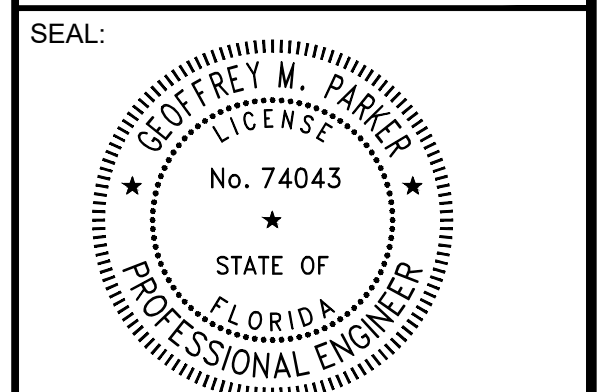
PROPOSED SITE PLAN
 SCALE: 22X34 1" = 20"
 11X17 1" = 40"



J:\Projects\82300_Las Olas Marina\Drawings\working\2022-11-21\82300_Las Olas Marina -W Bldg.dwg



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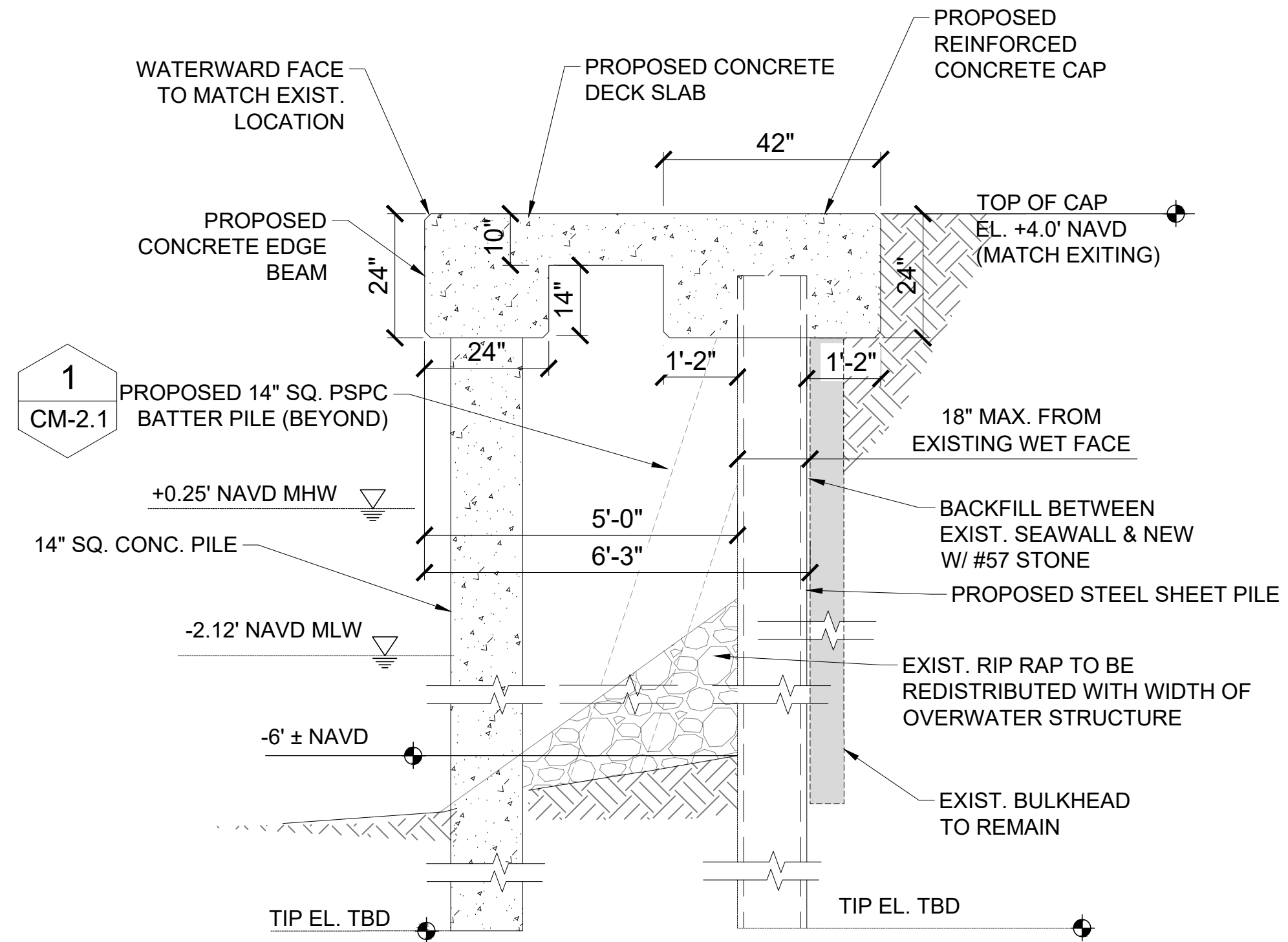
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 CHECKED: JRC/GP
 SCALE: AS SHOWN

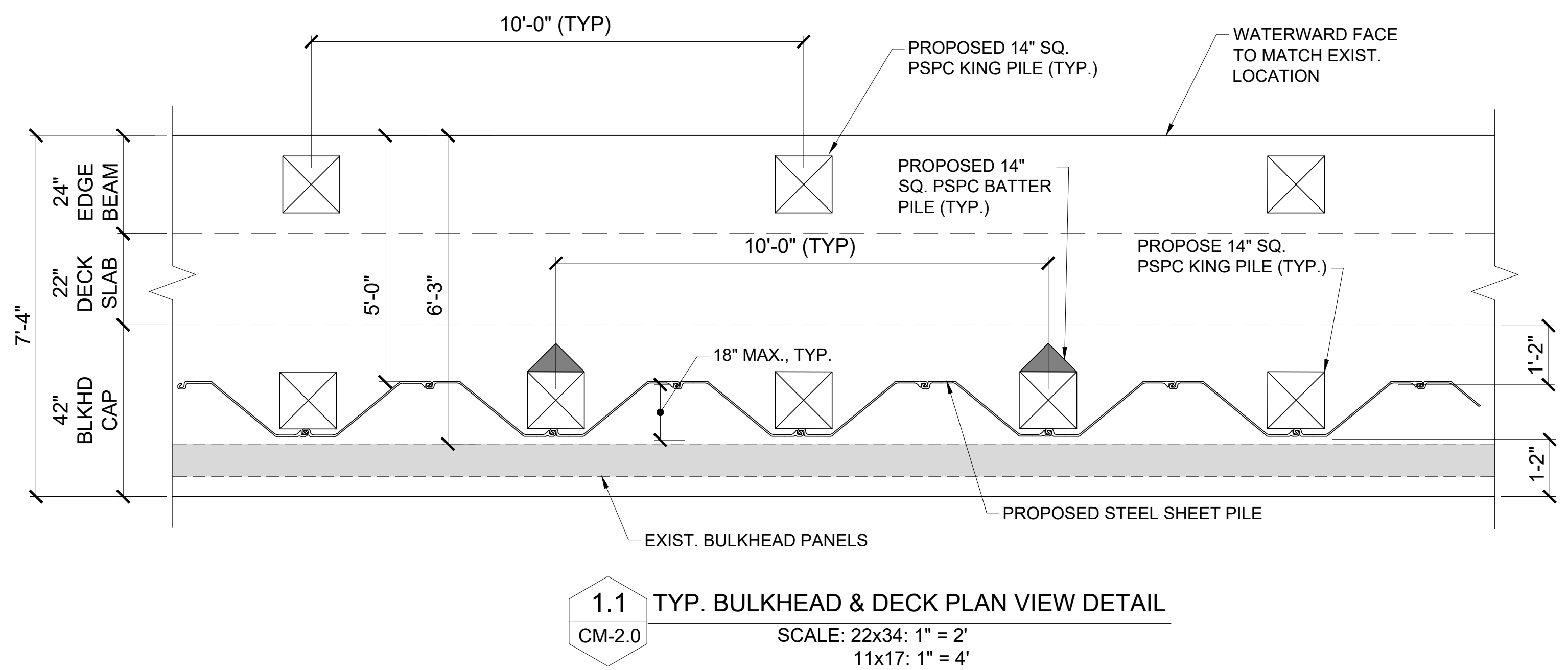
SHEET TITLE
**BULKHEAD SECTION &
 DETAILS**

SHEET 9 OF 11

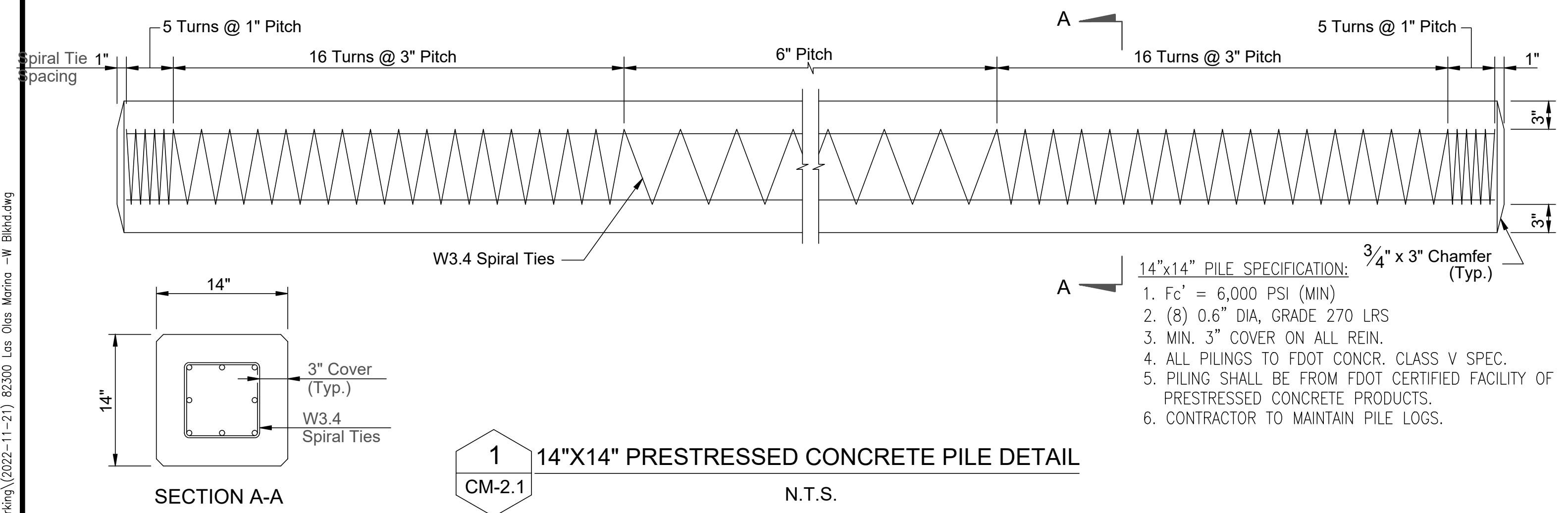
CM-2.1



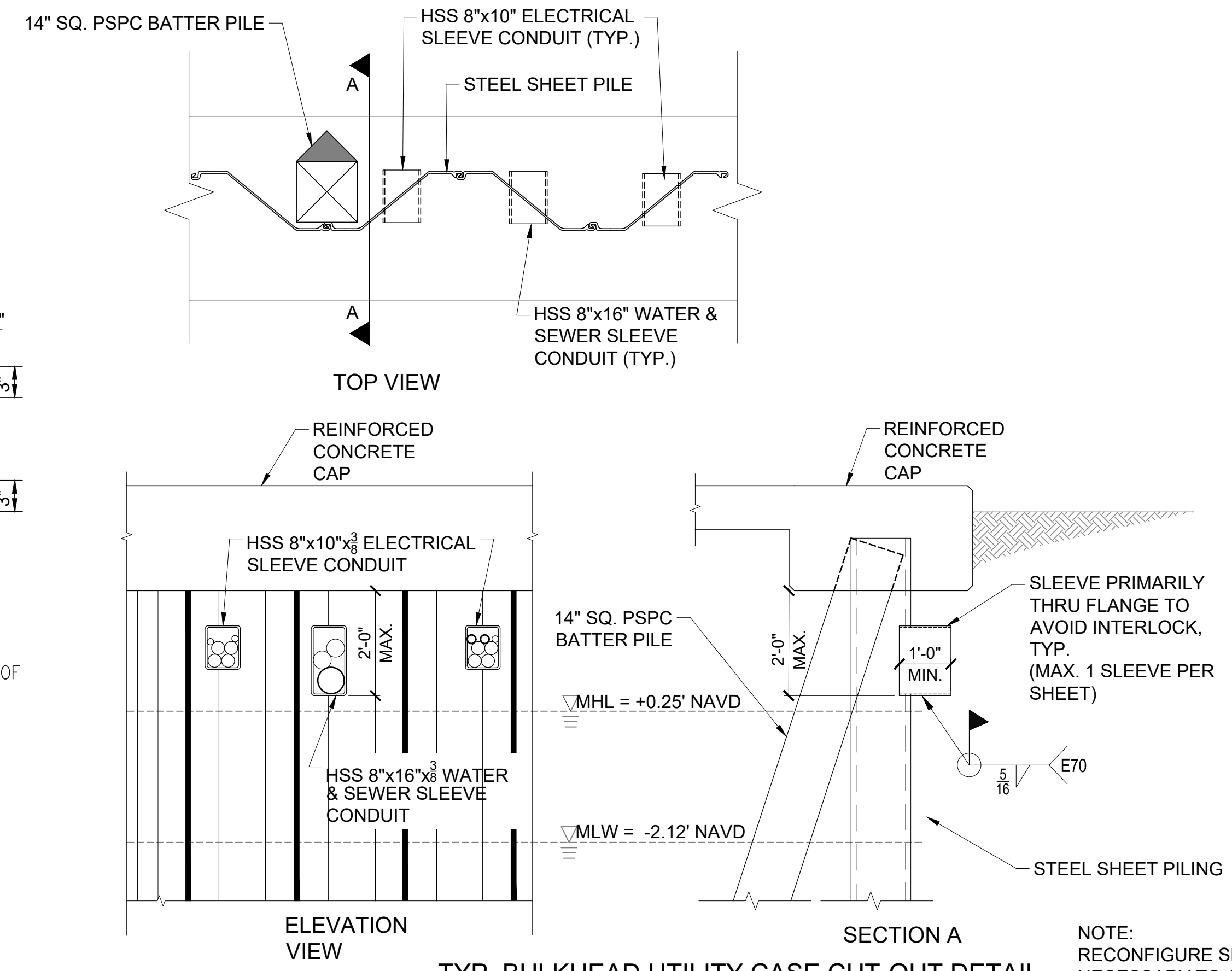
TYPICAL BULKHEAD SECTION A
 SCALE: 22x34: 1" = 2'
 11x17: 1" = 4'



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



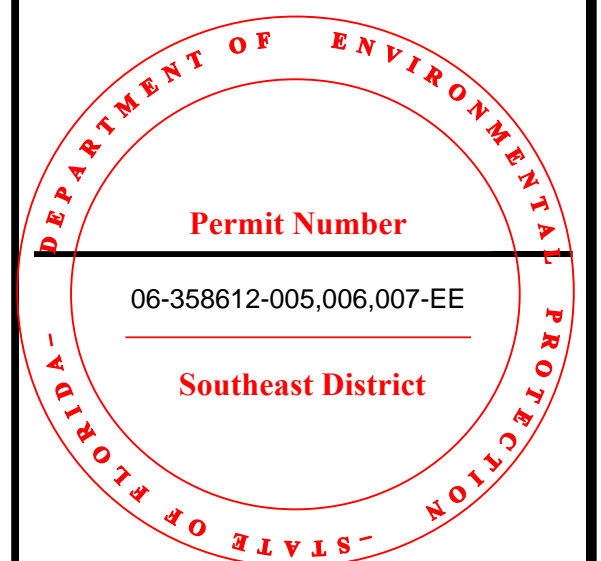
**1 14\"/>
 N.T.S.**



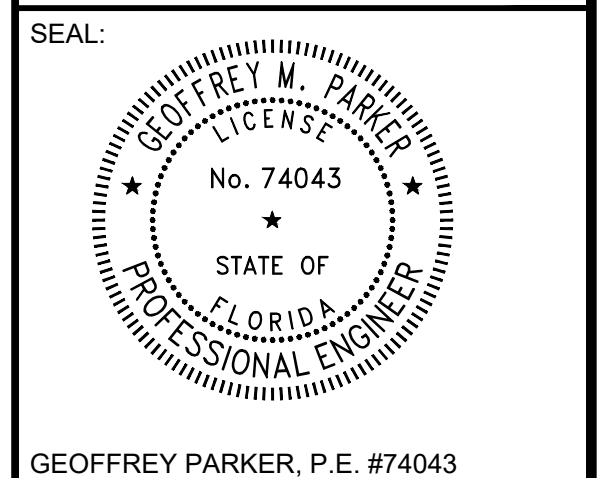
TYP. BULKHEAD UTILITY CASE CUT-OUT DETAIL
 SCALE: 22x34: 1" = 2'
 11x17: 1" = 4'

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

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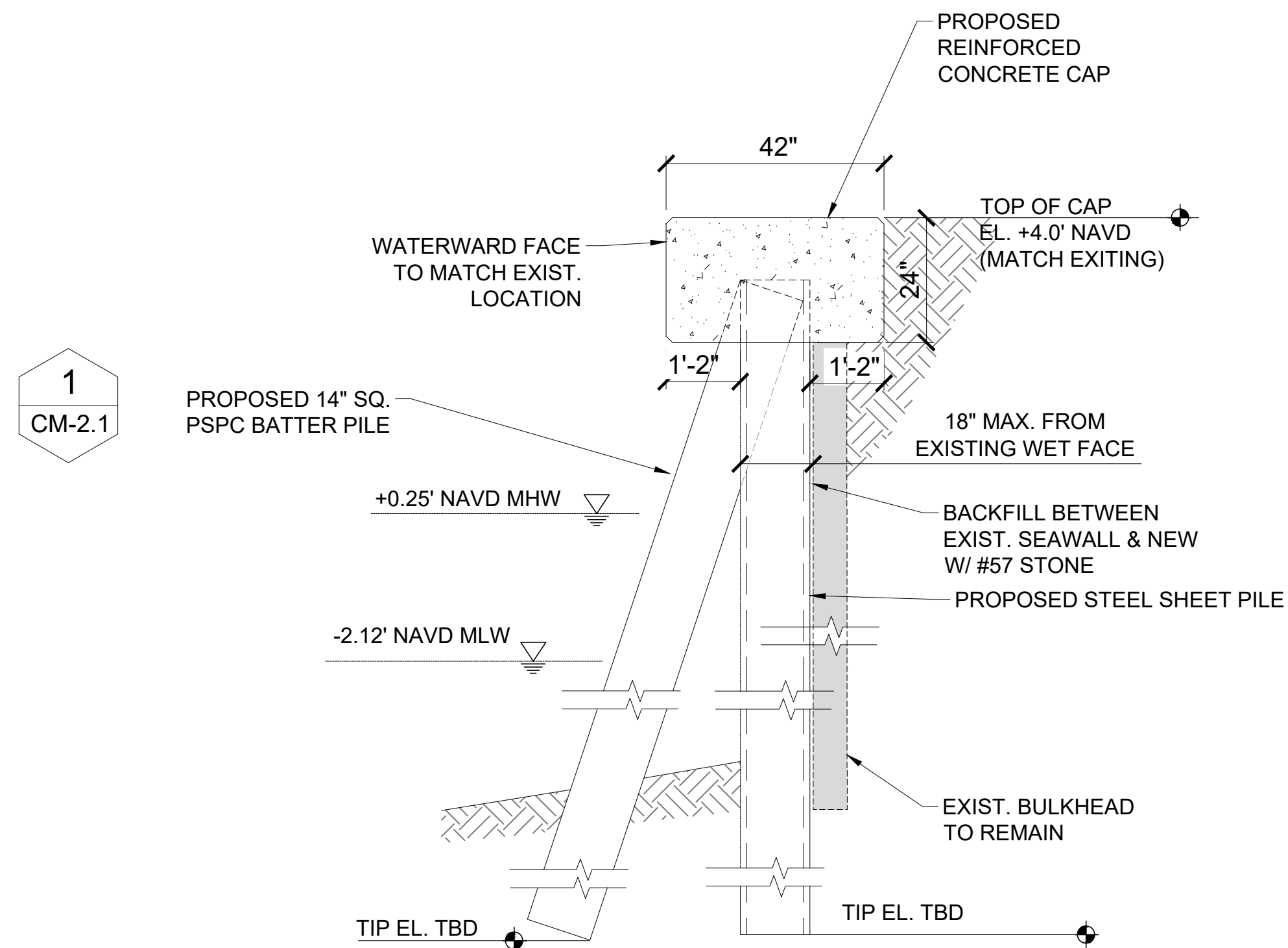


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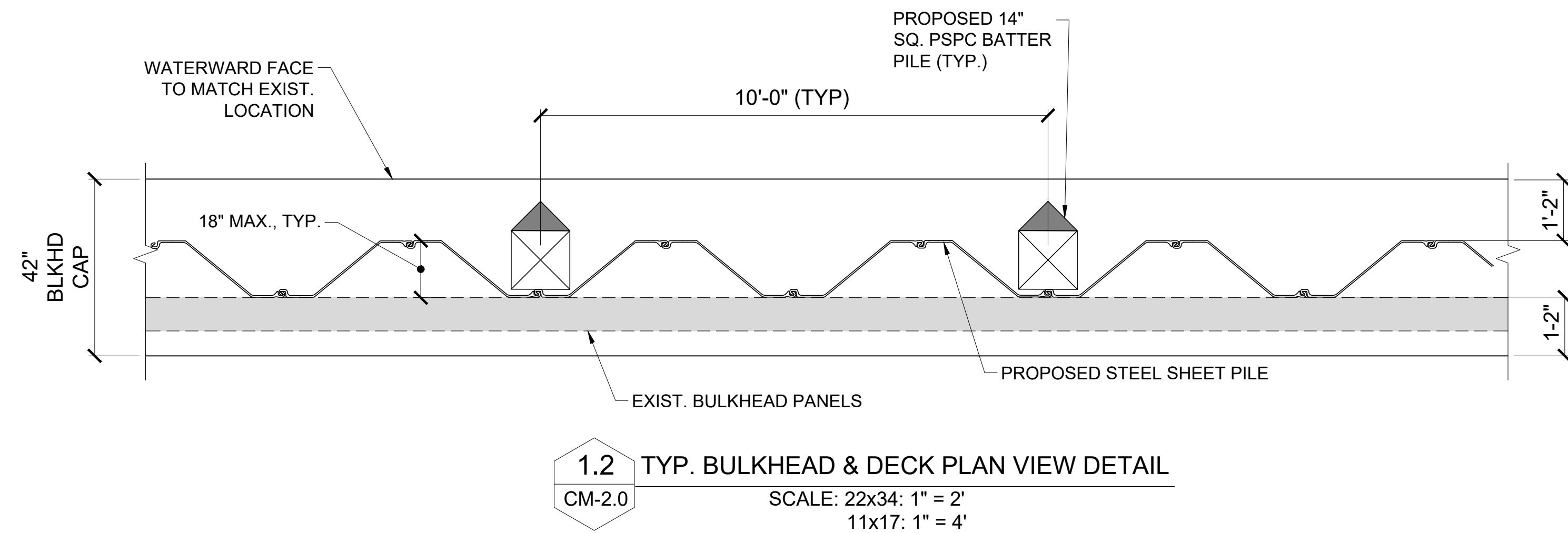
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SCALE	AS SHOWN

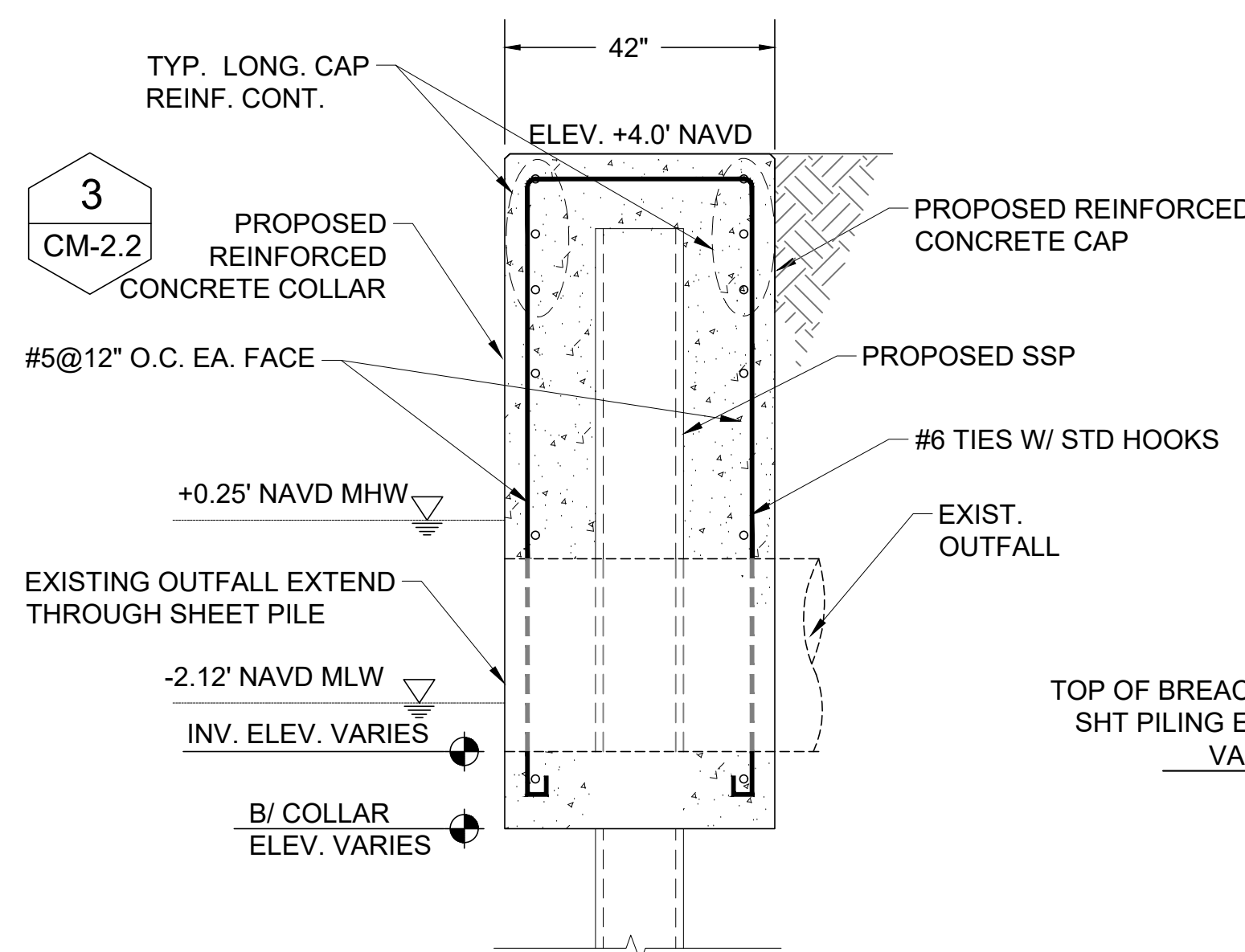
SHEET TITLE
OUTFALL SECTION & DETAIL



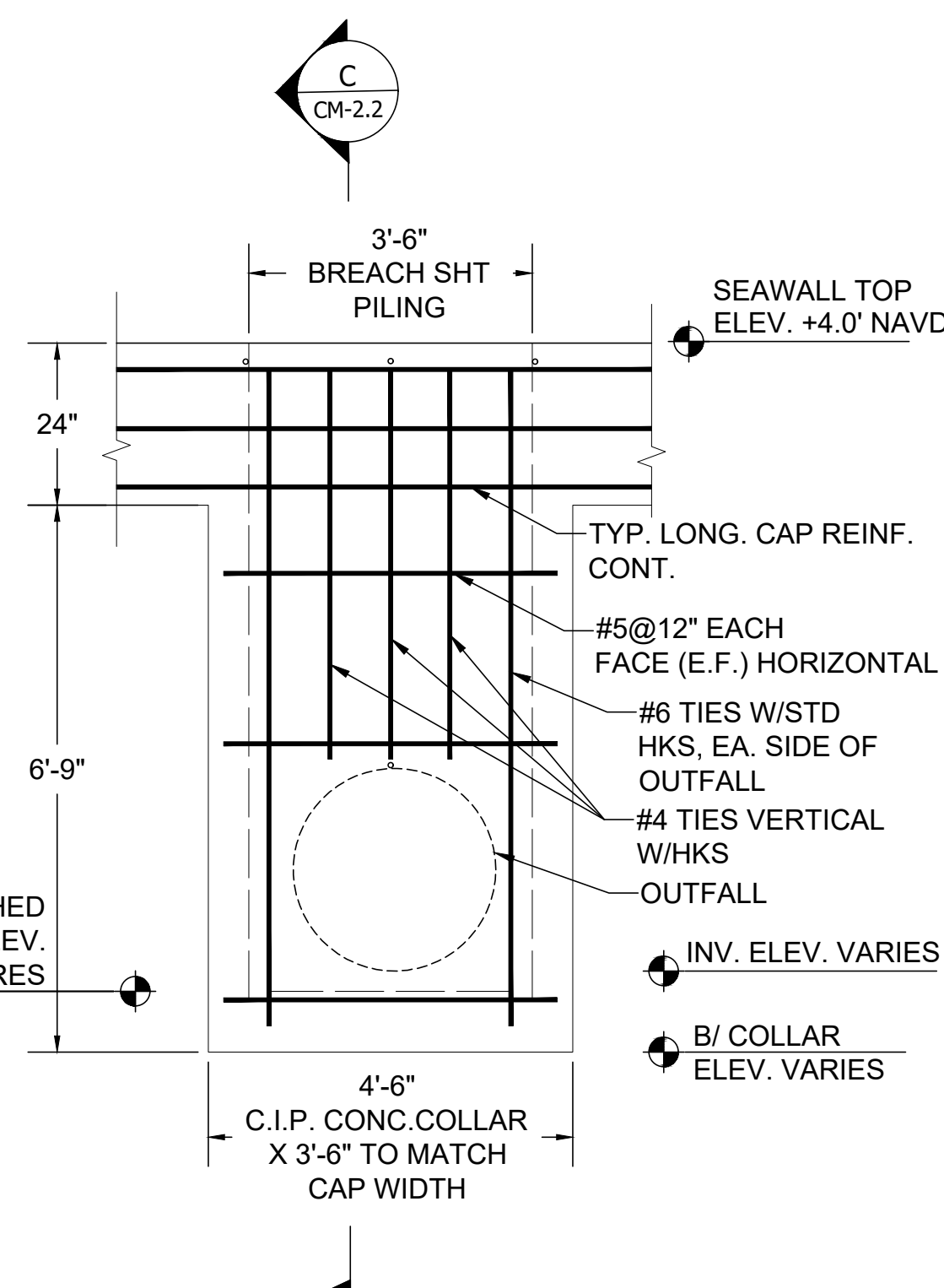
TYPICAL BULKHEAD SECTION
 SCALE: 22x34: 1" = 2'
 11x17: 1" = 4'



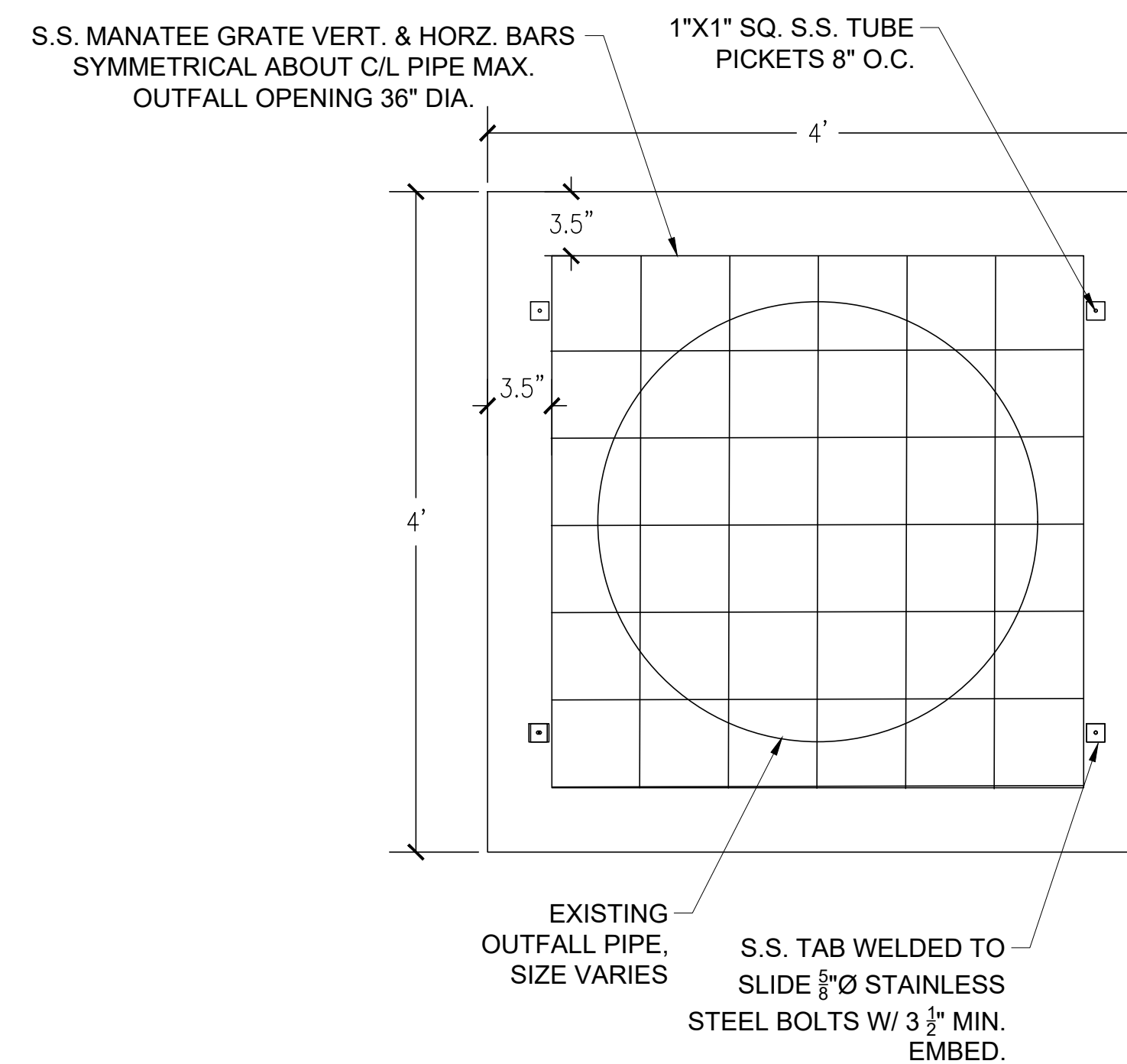
1.2 TYP. BULKHEAD & DECK PLAN VIEW DETAIL
 SCALE: 22x34: 1" = 2'
 11x17: 1" = 4'



OUTFALL SECTION
 SCALE: 22x34 - 1" = 2'
 11x17 - 1" = 4'



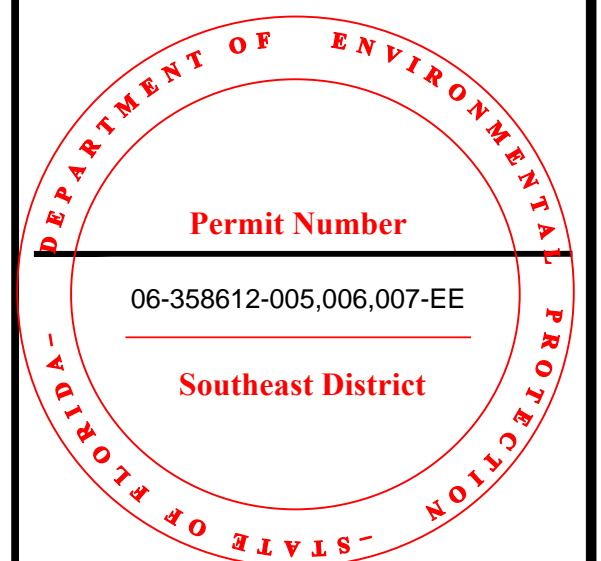
3 OUTFALL REINFORCEMENT DETAIL
 SCALE: 22x34 - 1" = 2'
 11x17 - 1" = 4'



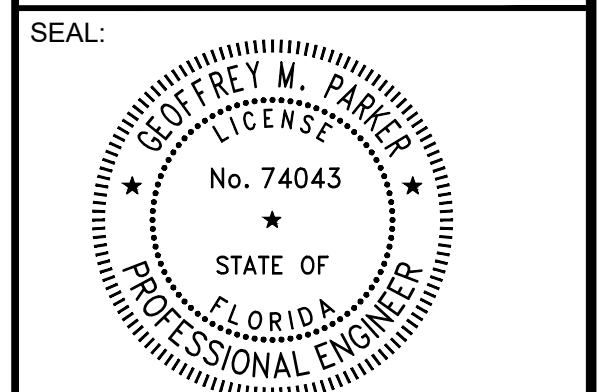
STAINLESS STEEL BARS, PLATES CLIPS, BOLTS AND NOTES SHALL BE MARINE GRADE QUALITY

MANATEE GRATE DETAIL (TYP.)

N.T.S.



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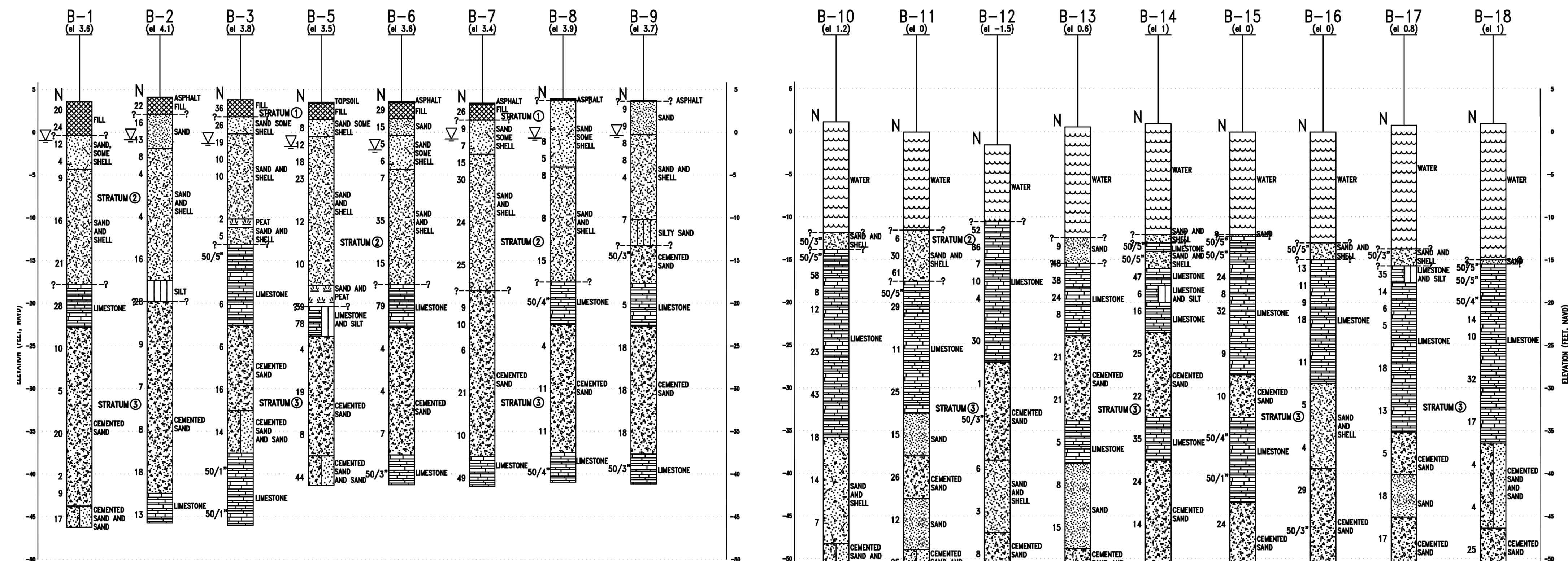
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SHEET TITLE
**GEOTECHNICAL
 BORING SUMMARY**

SHEET 7 OF 11

CM-1.6



GENERALIZED SUBSURFACE PROFILE (UPLAND AREA)

VERTICAL SCALE: 1"=12'
 HORIZONTAL SCALE: N.T.S.

GENERALIZED SUBSURFACE PROFILE (OVERWATER AREA)

VERTICAL SCALE: 1"=12'
 HORIZONTAL SCALE: N.T.S.

LEGEND:

- N STANDARD PENETRATION RESISTANCE N-VALUE (BLOWS/FT)
- WH WEIGHT OF HAMMER
- WR WEIGHT OF ROD
- ▽ WATER LEVEL WHEN FIRST ENCOUNTERED

NOTES:

1. THE PROFILES SHOW ONLY THE GENERALIZED SUBSURFACE CONDITIONS AT THE RESPECTIVE BORING LOCATIONS. VARIATIONS IN SUBSURFACE CONDITIONS SHOULD BE EXPECTED BETWEEN BORINGS. SEE BORING LOGS FOR DETAILED DESCRIPTIONS OF CONDITIONS ENCOUNTERED AT EACH LOCATION.
2. SPT N-VALUES SHOWN ARE FIELD RECORDED AND HAVE NOT BEEN CORRECTED FOR THE USE OF AN AUTOMATIC HAMMER.
3. ELEVATIONS SHOWN ARE IN FEET AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

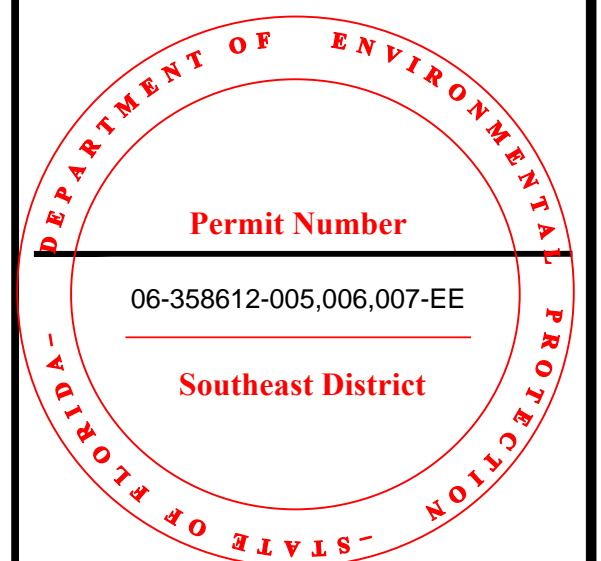
NOTES:

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

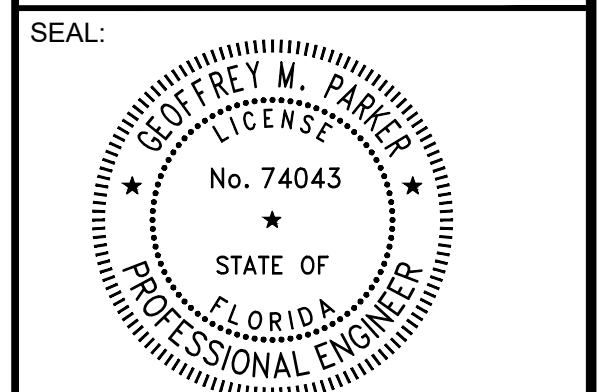
PROJECT:
**LAS OLAS MARINA
 SOUTH BULKHEAD
 AND DECK**
 240 AND 300 LAS OLAS CIRCLE
 FT. LAUDERDALE, FLORIDA

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

MARINE ENGINEER:
CUMMINS CEDERBERG
 COASTAL & MARINE ENGINEERING
 888 S. ANDREWS AVE., SUITE 206
 FORT LAUDERDALE, FLORIDA 33316
 TEL: +1 954-880-1646
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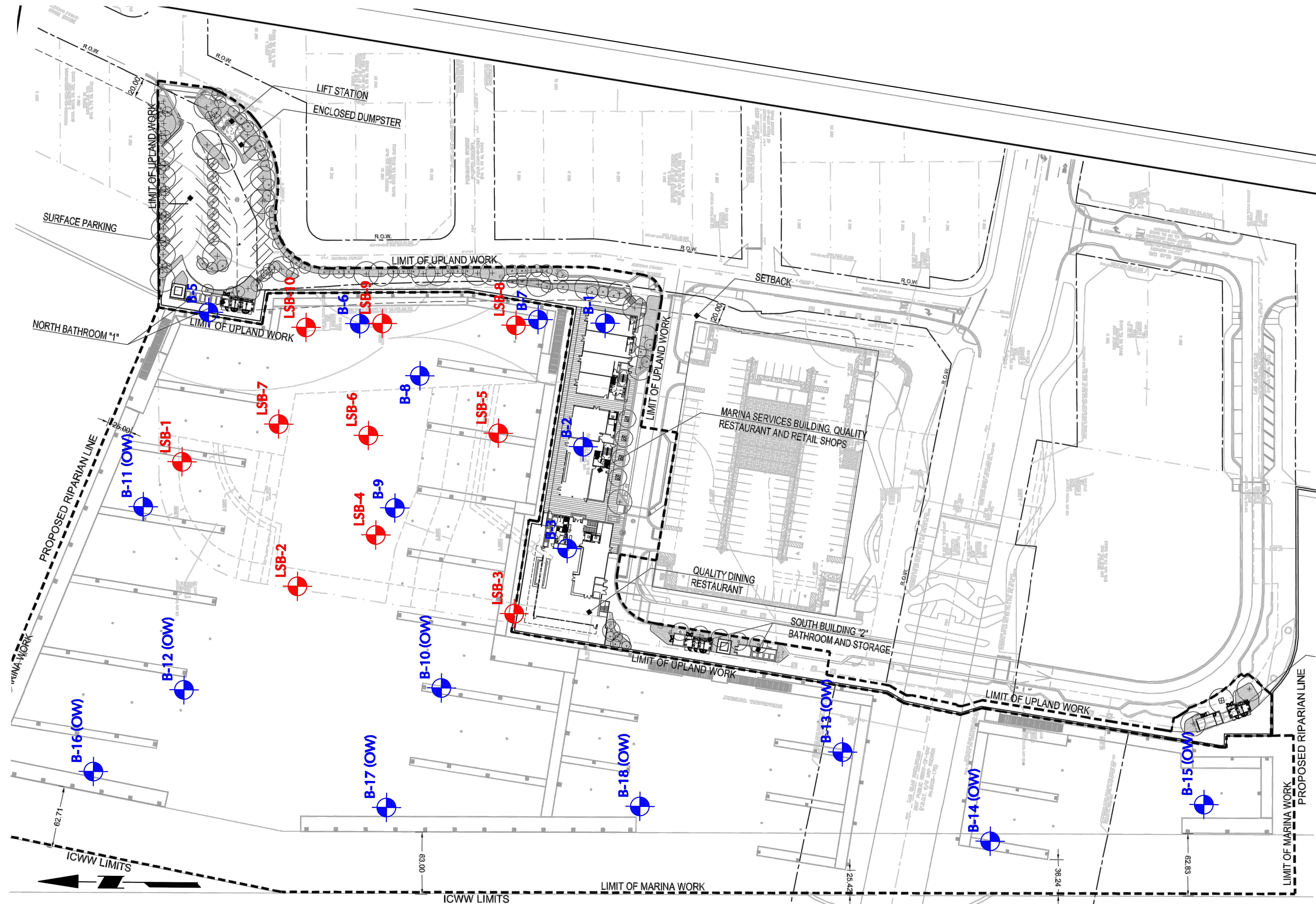
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SHEET TITLE
**GEOTECHNICAL
 BORING LOCATION MAP**

SHEET 6 OF 11

CM-1.5



- 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

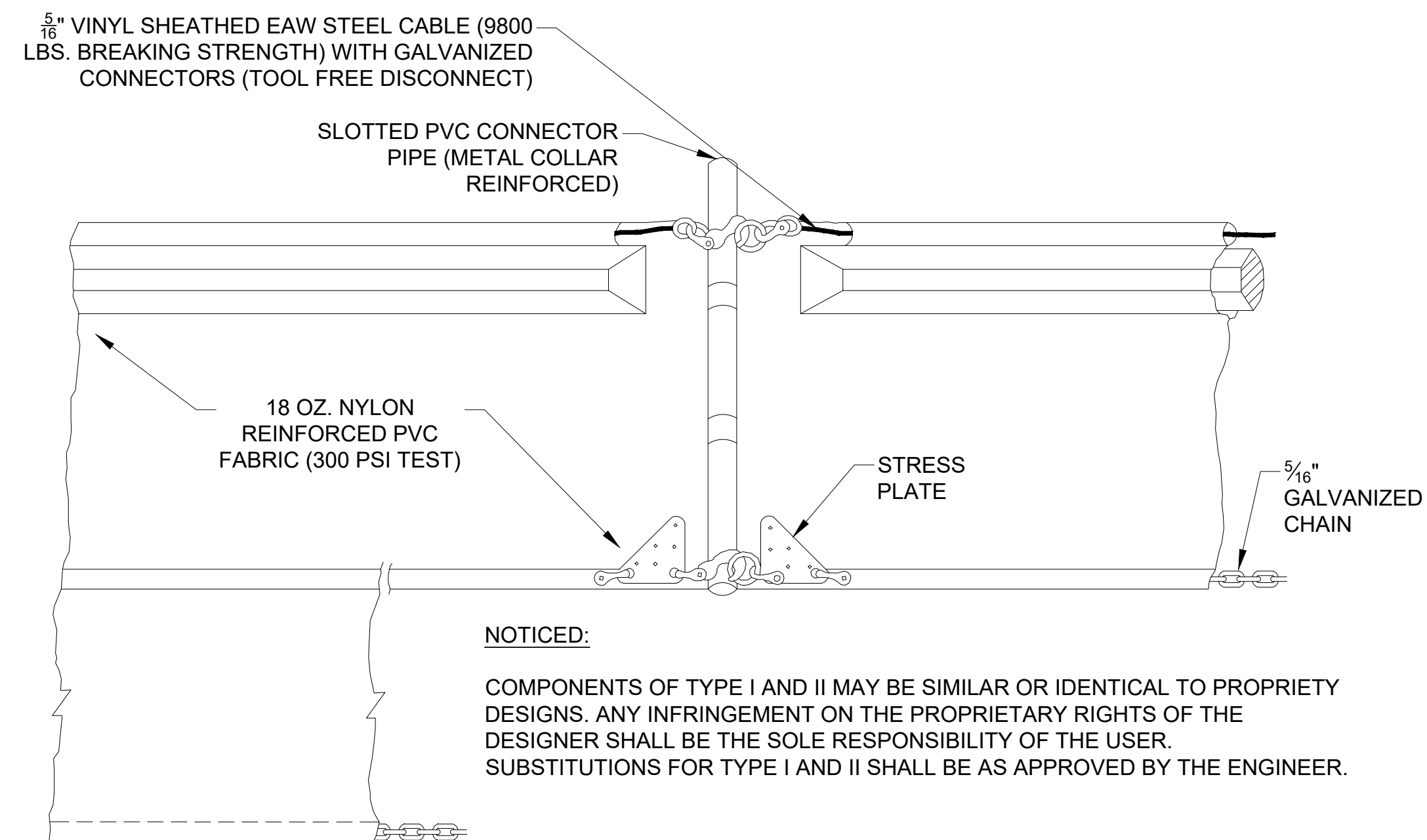
J:\Projects\82300_Las Olas Marina\Drawings\working\2022-11-21\82300_Las Olas Marina -W Blinck.dwg



MAXIMUM EXTENTS OF TURBIDITY CONTAINMENT

TURBIDITY CONTAINMENT PLAN

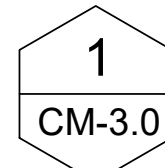
SCALE: 22X34 1" = 80"
11X17 1" = 160"



NOTICED:

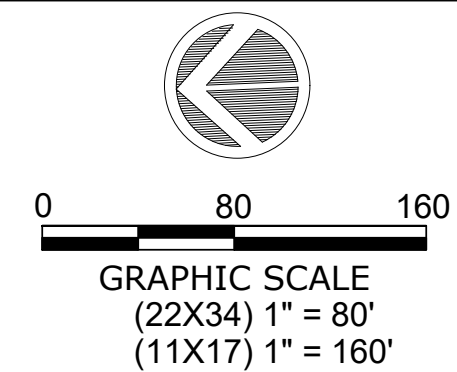
COMPONENTS OF TYPE I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPE I AND II SHALL BE AS APPROVED BY THE ENGINEER.

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

N.T.S.



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

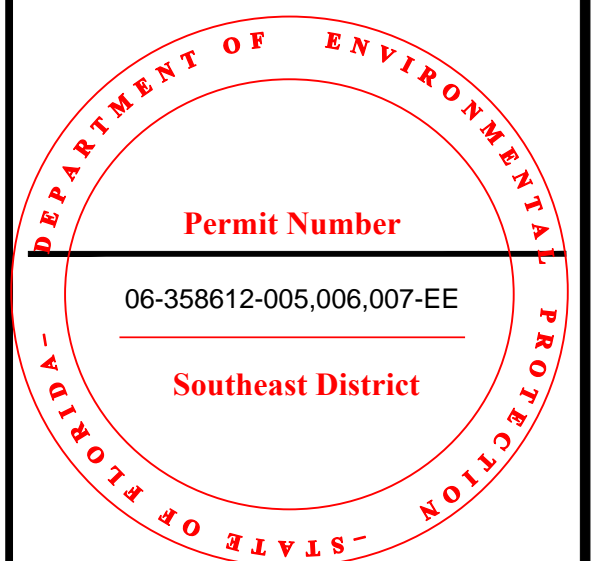
1688 Meridian Avenue, Suite 900
Miami Beach, FL 33139

MARINE ENGINEER:

CUMMINS CEDERBERG

COASTAL & MARINE ENGINEERING
888 S. ANDREWS AVE., SUITE 206
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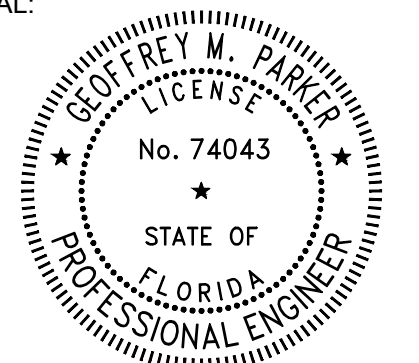
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SEAL:



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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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