

TURN LANE DEVELOPMENT AGREEMENT

This TURN LANE 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 100 North Andrews Avenue, 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 220A, 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 reconfiguration of a turn lane (the “**Turn Lane**”), which abuts the south-east corner of the Las Olas parking garage (the “**Garage**”) included in the Marina Property currently leased by Developer’s affiliate, Las Olas SMI, LLC, pursuant to that certain Ground Lease Agreement dated April 30, 2018, as amended from time-to-time (collectively the “**Lease**”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Lease.

Section 1.2 Defined Terms.

- (a) “**Project**” shall mean the design, demolition, reconfiguring and installation of the Turn Lane.
- (b) “**Parties**” shall mean Developer and City, collectively.
- (c) “**Term**” shall mean the 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 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 **Construction Manager At Risk.** If required by applicable law, Developer shall engage a third-party construction manager at risk, who will be a licensed Florida contractor or otherwise meets any required legal and/or regulatory qualifications, to perform the actual design and construction.

ARTICLE 2

DEVELOPMENT

Section 2.1 **Development Plan and Plans and Specifications.** Developer has included the turn-lane in the site plan application that has been reviewed and approved by the City during the site plan approval process (the “***Approved Site Plan***”) and subsequently included the turn-lane and related modifications (including relocated backflow preventers, water main, and irrigation pump) in the Project’s building permit application for the Project’s sitework, a copy of the pertinent exhibit is attached hereto as Exhibit “A” of this Agreement (“***Plans and Specifications***”). To implement the Plans and Specifications, the City and Developer will work cooperatively to amend the Turn Lane (“***NVAL Amendment***”) and receive the appropriate permit(s) to complete the Turn Lane.

Section 2.2 **Applications, Supporting Documents and Plat Modifications.** The City and Developer hereby agree to share the costs and responsibilities associated with permitting the Turn Lane as follows:

(a) **Non-Vehicular Access Line (NVAL) Amendment.**

- (i) **City.** The City shall, at the City’s sole expense, be responsible for and provide all survey and platting needs required to depict the future location of the NVAL line of the Project (the “***Survey***”), including but not limited to modifying the underlying plat (the “***Plat***”) showing the Non-Vehicular Access Line (NVAL) for “Las Olas Del Mar I” recorded in Book 174 Page 20 of the Broward County Records that is consistent with the Approved Site Plan.
- (ii) **Developer.** The Developer will submit the ***Application*** for the NVAL Amendment to the City. If the Application for the NVAL Amendment is approved by the City, the Developer will submit the ***Application*** for the NVAL Amendment to Broward County. The Developer will be responsible to address any comments during the City of Fort Lauderdale (subject to the terms of this Agreement, specifically the preceding paragraph) and Broward County reviews of the respective Applications for the NVAL Amendment. Anything to the contrary herein notwithstanding, the Developer will be responsible for producing any studies, technical documentation, or other supporting documents required by the City staff that are not specifically listed in the City’s published “AR Plat Note Amendment” and Application for the NVAL Amendment (the “***Additional NVAL Studies***”). In the event that the Additional NVAL Studies are projected to exceed \$20,000.00 in total costs, then the City and Developer agree to jointly work together to limit the scope of the studies and/or the scope of work associated with the NVAL Amendment.

(b) **Permit for the Turn Lane.**

- (i) **City.** The City will not expend any funds associated with the preparation of any and all applicable permits, plans, or specifications for the Turn Lane permit(s), but will coordinate its review the Developer to expedite the City’s processing of the permit application for the Turn Lane. In addition, the City

acknowledges that the scope of work associated with the Turn Lane is limited to the work submitted and approved in the applicable permit(s) for the Turn Lane.

(ii) **Developer.** The Developer will be responsible for submission of the applicable permit application for the Turn Lane in accordance with the Plans and Specifications.

Section 2.3 **Budget.** The costs to develop, construct and deliver the Project in accordance with the Development Plan, including hard costs, soft costs (including the costs of the NVAL Amendment and building permit process), 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, contractor overhead and expenses as well as any bonding, permit fees, financing costs, taxes, and insurance premiums, excluding all City Costs (collectively, the “***Project Costs***”), are estimated (but not guaranteed) to be one hundred thousand dollars (\$100,000)(the “***Budget***”). The Budget is attached as Exhibit “B”. The City shall pay for all costs associated with the City’s responsibilities required under this Agreement, including but not limited to those responsibilities set forth in Section 2.2(a)(i) above (the “***City Costs***”).

Section 2.4 **Funds for Construction.** In connection with its obligations under the Lease and for the benefit of utilizing the completed Project, Developer agrees to fund the Project Costs (“***Developer Contribution***”) up to and not to exceed Two Hundred Thousand and no/100 Dollars (\$200,000) (the “***Total Project Costs Cap***”). If the Project Costs are anticipated to exceed the Total Project Costs Cap, then the Developer shall use commercially reasonable efforts to notify the City of such anticipated overage and Developer and City shall negotiate in good faith to reduce the costs of the Project within thirty (30) days of the City’s receipt of the Developer’s notice. The Developer will be obligated to complete the permitted improvements provided that a permit is duly issued by the City to the Developer for the scope of work contemplated by the Project Costs. Anything to contrary notwithstanding, the Developer will not be obligated to complete the permitted improvements if the Total Project Costs Cap are exceeded due to (a) the scope of work materially changing due to unforeseen subsurface conditions that are not documented in the City’s as-built drawings for the City Parking Garage / Las Olas Corridor; or, (b) construction defects as discovered in the existing subsurface improvements that will require additional permitting or will increase the scope of work beyond the Total Project Total Costs Cap. The Developer Contribution is not to be deemed or construed in any way as a joint venture, partnership, ownership, or participation in the Project.

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 and private approvals, 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. The Initial Application and the First Revised Application 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 obtain from the General Contractor all required lien waivers and all other documentation as provided for herein, in the General Contract, and under the provisions of the Florida Construction Lien Law (F.S. Sects. 713.001-713.37).

Section 2.7 **Bonds.** If City's building department so requires in connection with the Project, 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 Engineer determines that the new turn lane is operational, all regulatory agencies have approved final inspections, all applicable permits closed, and all submittals required hereunder have been delivered. The Parties agree that Developer will cease providing its services upon Final Completion.

Section 2.9 **Ownership and Operation of the Project.** The Project shall be solely owned and operated by City. After Final Completion, City will be solely and fully responsible for the complete and full operation, maintenance, and repairs of the Project and Developer shall have no further obligations relating to the Project after Final Completion

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 Kimley-Horn and Associates, Inc. ("***Engineer***") as the engineer of record for the Project. Developer will engage Straticon, LLC 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 "***General Contract***") with the General Contractor.

Section 2.11 **Limitation of Developer's Liability.** Developer and Developer's direct and indirect shareholders, affiliates, partners, members, managers, officers, directors, agents, and employees ("***Related Parties***") entire liability under this Agreement shall be limited to and shall not exceed the amount of the Developer Contribution.

Section 2.12 **Deemed Approval by City.** Whenever Developer shall be required under the terms of this Agreement to obtain the consent or approval of City with respect to a matter, City shall be deemed to have approved and consented to such matter if City fails to send Developer written notice of City's disapproval (together with a detailed description of the reason for disapproval or denial of consent) of such matter within fifteen (15) business days after the date of Developer's written request to City 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

REMEDIES

Section 3.1 **Developer's Termination Right.** Developer may, in its discretion, elect to stop work hereunder and/or terminate this Agreement in the event of any one or more of the following:

- (a) The City is unable to, or fails to, provide Developer with the Survey; or
- (b) Developer is unable to, or fails to, for a reason beyond Developer's control to obtain:
 - (i) any and all information required for applications related to the Project; or
 - (ii) any and all required permits for the Project; or
 - (iii) any and all necessary and required consents and approvals from any governmental agency with authority over the Project, including without limitation consents or approvals related to the permitting process or technical aspects related to any municipal, county, or other governmental agency regulatory requirements for the Project; or
- (c) The Project Costs exceed the Total Project Costs Cap; or
- (d) The City fails to perform its obligations under this Agreement within thirty (30) days after receipt of a notice of default from Developer together with an explanation detailing the default.

Section 3.2 **City's Termination Right.** If Developer fails to perform its obligations under this Agreement, the City shall provide Developer written notice of the default together with an explanation detailing the default (the "**Notice of Default**"). If Developer fails to remedy such default within thirty (30) days after receipt of the Notice of Default (or such additional time as is necessary, provided that Developer is diligently working to complete such remedy), the City may, in its discretion, elect to stop the Project and/or terminate this Agreement.

Section 3.3 **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 4

REPRESENTATIONS AND WARRANTIES

Section 4.1 **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 General Contract and/or the contract with the Engineer.

Section 4.2 **City's Representations and Warranties.** City hereby represents and warrants to Developer as of the date hereof:

(a) The Development Plan and the Plans and Specifications will be reviewed and approved by all applicable building construction divisions within the City.

(b) The City, through CAM 21-0035 has waived the City's procurement and bidding requirements for this Agreement.

(c) Developer's performance of this Agreement shall not be treated as and/or deemed to be in any way whatsoever an event of default (or cross default) by Developer's affiliate Las Olas SMI, LLC, in its capacity as tenant, under the Lease.

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

ARTICLE 5

MISCELLANEOUS PROVISIONS

Section 5.1 **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 5.2 **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 5.9.

Section 5.3 **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 5.4 **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 5.5 **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 5.6 **Conflicts; Entire Agreement; Headings.** This Agreement represents the entire Agreement between City and Developer with regard to the project management services related to the development of this 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 5.7 **Governing Law and Waiver of Jury Trial.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida with venue in Broward County, Florida. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY ON ALL ISSUES SO TRIABLE RELATED TO THIS AGREEMENT.**

Section 5.8 **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 negotiation, trial or on appeal. For purposes of this Section 5.8, 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 5.9 **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 (2020), 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 (2020), 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 (2020), 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 (2020), 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 (2020), as may be amended or revised.

Section 5.10 **Public Records.** **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, 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 (2020), 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: _____
Christopher J. Lagerbloom
City Manager

Date: _____

ATTEST:

By: _____
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
ALAIN E. BOILEAU, 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

[Witness print/type name]

By: _____
David Filler, Manager

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, 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 _____

EXHIBIT “A”

**APPROVED SITE PLAN, DEVELOPMENT PLAN
WITH PLANS AND SPECIFICATIONS**

Client	LAS OLAS SMI, LLC 17330 PRESTON ROAD SUITE 220A DALLAS, TX 75252
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KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
SELEMAN, TEXAS 75822

RS3
DESIGNER
7255 NE. 4TH AVE
MIAMI, FL 33138

**ARCHITECTURAL ALLIANCE
ARCHITECTURE**
ARCHITECT
612 SW. 4TH AVE
FORT LAUDERDALE, FL 33315

Date	10/31/2011
Designed By	BJ
Drawn By	BJ
Approved / Checked By	MD
Project Number	14045800

KHA PROJ #: 140458000

Sheet Title











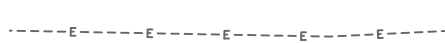
UTILITY PLAN

Sheet Number

C2-1.01

CAM 21-0030
Page 12 of 14
Exhibit 1



- | | |
|---|-----------------------------|
|  | RIGHT-OF-WAY |
|  | PROPOSED WATER MAIN |
|  | PROPOSED FIRE MAIN |
|  | PROPOSED STORM PIPE |
|  | PROPOSED GRAVITY SEWER MAIN |
|  | EXISTING WATER MAIN |
|  | EXISTING GRAVITY SEWER MAIN |
|  | EXISTING STORM PIPE |
|  | EXISTING SEWER FORCE MAIN |
|  | EXISTING ELECTRIC |
|  | PAVEMENT RESTORATION |

UTILITY NOTES:

1. ALL WATER MAIN (WM) 4"-12" SHALL BE PVC C-900 UNLESS OTHERWISE NOTED.
2. ALL WATER MAIN (WM) 16" AND LARGER SHALL BE DIP UNLESS OTHERWISE NOTED.
3. ALL WATER SERVICE LINES SHALL BE MINIMUM 2"-SDR9 PE UNLESS OTHERWISE NOTED.
4. ALL FIRE MAIN (F) SHALL BE DIP CLASS 200 UNLESS OTHERWISE NOTED.
5. ALL DUCTILE IRON PIPE (DIP) SHALL BE CLASS 350 UNLESS OTHERWISE NOTED. ALL DIP SHALL BE MARKED PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS.
6. ALL WATER MAIN AND SEWER MAIN SHALL HAVE A MINIMUM 36" COVER OVER THE TOP OF THE PIPE UNLESS OTHERWISE NOTED. WATER AND FIRE MAINS SHALL HAVE MIN. 6" VERTICAL SEPARATION FROM EACH OTHER.
7. ALL FITTINGS FOR WATER MAIN, FIRE MAIN, AND SEWER FORCE MAIN SHALL BE DUCTILE IRON MECHANICAL JOINT FITTINGS UNLESS OTHERWISE NOTED.
8. PIPE DEFLECTION OF WATER MAIN, FIRE MAIN, AND SEWER FORCE MAIN SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
9. ALL GRAVITY SEWER MAINS (SS) SHALL BE PVC SDR-26 UNLESS OTHERWISE NOTED. ALL GRAVITY SEWER LATERALS SHALL BE PVC SDR-35 UNLESS OTHERWISE NOTED.
10. CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING AND PROPOSED UTILITIES WHEN CONSTRUCTING NEW UTILITIES, INCLUDING SUPPORTING ELECTRICAL AND LIGHT POLES IF NEEDED..
11. CONTRACTOR SHALL FURNISH AND INSTALL NECESSARY PIPE AND FITTINGS TO TRANSITION PIPE MATERIALS WHEN REQUIRED AND TO CONNECT TO BUILDING PLUMBING.
12. ALL MANHOLES, VALVES, CLEANOUTS AND OTHER SUCH BOXES IN PAVEMENT OR SIDEWALKS SHALL BE SET FLUSH WITH PAVEMENT TO MATCH THE PROPOSED SLOPE AND SHALL BE H=20 TRAFFIC RATED.
13. MANHOLES TO BE COVERED WITH "WUNDER COVER" PAVER UTILITY COVER OR SIMILAR APPROVED BY OWNER; SEE DETAIL SHEET C3-1.05.
14. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D 1988).

UTILITY DEMAND CALCULATION

RESTAURANT INDOOR (TYPE B)

$$(11,251 \text{ SF} / 1,000 \text{ SF/UNIT}) \times 2.495 \text{ ERC/UNIT} = 28.07 \text{ ERC}$$

RESTAURANT OUTDOOR (TYPE

$$(5.882 \text{ SF} / 1.000 \text{ SF/UNIT}) \times 2.495 \text{ FRC/UNIT} = 14.68 \text{ FRC}$$

MARINA SERVICES BUILDING:

MARINA SERVICES BUILDING:

(29,035 SF / 1,000 SF)

ANCILLARY BUILDINGS:

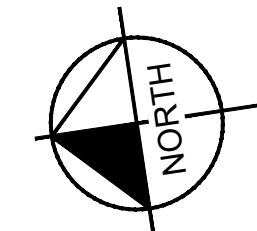
NORTH BUILDING 1 (652)
SOUTH BUILDING 2 (177)

SOUTH BUILDING 2 (477 SF) - 4 BATHROOM UNITS X 0.83 ERC/UNIT = 3.32 ERC
SOUTH BUILDING 3 (380 SF) - 4 BATHROOM UNITS X 0.83 ERC/UNIT = 3.32 ERC
SUNDRY SHOP - (339 SF / 1,000 SF/UNIT) X 0.636 ERC/UNIT = 0.22 ERC
STORAGE - (634 SF / 1,000 SF/UNIT) X 0.636 ERC/UNIT = 0.40 ERC

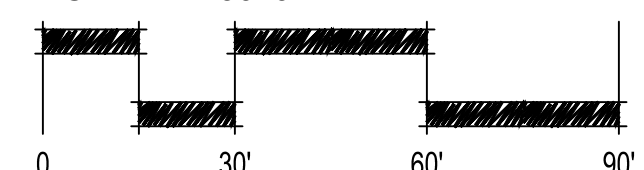
BOAT SLIPS:

68 BOAT SLIPS :

TOTAL: 81.69 FRC



SCALE: 1"=30'-0"



Drawing name: K:\bcd_civil\140458000 - las clas marina\CADD\plansheets\C2-1.00 UTILITY PLAN.dwg C2-1.01 UTILITY PLAN Aug 07, 2020 12:34pm by: Jessica.Lutton

Plotted By: Lutton, Jessica Sheet Set: LAS OLAS MARINA Layout: C2-1.01 UTILITY PLAN August 07, 2020 12:34:02pm K:\bed_civil\140458000 - las olas marina\CADD\plansheets\C2-1.00 UTILITY PLAN.dwg

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Layout: 02-100 UTILTY PLAN August 07, 2020
KIMLEY-HORN AND ASSOCIATES, INC.
LAS VEGAS, NV
PROJECT NO. 140436000
SHEET NO. 02-100
TITLE: UTILTY PLAN

EXHIBIT “B”

BUDGET FOR THE PROJECT

Las Olas Marina

Scope	Leveled
Dewatering	7,800
Demolition	10,308
Earthwork	8,344
Drainage Work	13,712
Watermain	35,295
Asphalt	9,045
Concrete	7,044
Contingency	4,577
Subtotal	96,125
Bond	1,923
Fee	4,806
Total	102,854