

PUMP STATION D-31 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 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 upgrade of that certain existing "City of Fort Lauderdale D-31 Pump Station" (the "**Pump Station**") which is located on 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 excavation of a new wet well; demolition of the existing Pump Station; design and installation of the new pump station equipment, pumps, controls, generator, air filtration systems, and other equipment as required by City's design and operational criteria; and, upgrades to the water, sewer and other utility connection lines connected thereto and design drawings necessary in connection therewith.
- (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 **Construction Manager At Risk.** 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 **Approved Plans and Specifications.** Developer has submitted to City, and City hereby acknowledges and agrees that the City has reviewed, approved, and confirmed (or taken all steps required to approve and confirm) that certain development plan prepared by Kimley-Horn and Associates, Inc., dated August 7, 2020 (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, which have been reviewed and approved by the City’s Building Department (ENG-SEW-20020008).

Section 2.2 **Budget.** The costs to develop, construct and deliver the Approved Development Plan, 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***”), are estimated (but not guaranteed) to be two million and nine hundred thousand dollars (\$2,900,000) (“***Budget***”), is attached as Exhibit B.

Section 2.3 **Funds for Construction.** In connection with its obligations under the Lease and for the benefit of utilizing the completed Project, Developer agrees to contribute an amount up to and not to exceed four hundred thousand dollars (\$400,000) toward the Project Costs that are included in the Budget (“***Developer Contribution***”). City agrees to contribute an amount up to and not to exceed two million five hundred thousand dollars (\$2,500,000) (“***City Contribution***” and together with Developer Contribution, the “***Total Contribution***”). 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 2.4 **Construction Cost Overages.** City and Developer shall evenly split on a pay-as-you-go basis for Project Costs in excess of the Budget up to two hundred and fifty thousand dollars (\$250,000) (or one hundred and twenty five thousand dollars per party) (“***Overage Cap***”). All costs in excess of the Budget need to be approved by the City in advance of being expended. In the event the Project Costs exceed the Overage Cap, the Parties shall meet and negotiate in good faith to resolve any issues, which may be subject to and require City Commission approval, including but not limited to the payment of all Project Costs in excess of the Overage Cap. The City shall be solely responsible for any City requested, non-regulatory, modifications which result in increases to the Project Costs in excess of the Budget created by a change from the Approved Development Plan.

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 from payment from the City.

(b) 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).

(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 pump station facility 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. Developer's final completion shall be a condition precedent to occupancy of the Leased Premises and to the receipt of either a temporary certificate of occupancy or a final certificate of occupancy.

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). 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 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, 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 Total Contribution.

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. Developer shall not submit a Payment Application more frequently than once every month and the City will remit payment in accordance with the Florida Prompt Payment Act.

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 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. Further, if 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, Developer may, in its sole discretion elect to suspend/stop all Developer obligations hereunder.

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 General 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 Approved Development Plan and the Approved Plans and Specifications have been 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) 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 **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 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 (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

Section 6.10 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.

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.

CAM 21-0029
Exhibit 1
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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

WASTEWATER PUMP STATION D-31 REPLACEMENT PLANS

- CONTRACTOR SHALL MAINTAIN ACCESS TO PRIVATE PROPERTIES AT ALL TIMES.
2. CONTRACTOR TO ADHERE TO THE CITY OF FORT LAUDERDALE UTILITIES CONSTRUCTION STANDARDS.
3. SITE INFORMATION HAS BEEN PROVIDED BY SITE SURVEY PREPARED BY AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING DATED JAN. 30, 2020.
4. HORIZONTAL CONTROL IS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83). VERTICAL CONTROL IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
5. RECORD DRAWINGS USED FOR EXISTING FEATURES. RECORD DRAWINGS MAY BE OBTAINED FROM THE OWNER UPON REQUEST.
6. CONTRACTOR SHALL VERIFY FIELD CONDITIONS BEFORE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND DIMENSIONS WHERE NEW WORK WILL MATCH EXISTING. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO THE COMMENCEMENT OF WORK.
7. CONTRACTOR SHALL OBTAIN ALL THE NECESSARY PERMITS FROM THE APPROPRIATE AUTHORITIES, DEPARTMENTS, AND/OR AGENCIES HAVING JURISDICTION PRIOR TO COMMENCING WORK.
8. ALL PRACTICAL AND NECESSARY EFFORTS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL AND/OR DAMAGE.
9. THE LOCATION OF EXISTING UTILITIES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE INFORMATION IS NOT GUARANTEED. THEREFORE THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
10. UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR EXACT LOCATION AND TO AVOID DAMAGE TO THEM. THE CONTRACTOR SHALL CONTACT SUNSHINE 811 AT PHONE NUMBER 811 OR 1-800-432-4770 TO REQUEST UNDERGROUND UTILITY LOCATION MARK-OUT AT LEAST TWO (2) WORKING DAYS BUT NO MORE THAN TEN (10) WORKING DAYS PRIOR TO BEGINNING EXCAVATION, INCLUDING SOIL DRILLING. THE CONTRACTOR SHALL ALSO CONTACT AND REQUEST UTILITY LOCATION MARK-OUT FROM BURIED UTILITY OWNERS WITH UTILITIES ON THE PROJECT SITE THAT ARE NOT PARTICIPANTS OF SUNSHINE 811.
11. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN OR AROUND EXISTING CITY-OWNED UTILITIES. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION WITHIN TEN FEET OF A CITY-OWNED UTILITY SO THAT A CITY REPRESENTATIVE MAY BE PRESENT.
12. CONTRACTOR SHALL TAKE CARE TO AVOID DAMAGE TO EXISTING PAVEMENT, STRUCTURES, AND UTILITIES THAT ARE NOT INDICATED TO BE DEMOLISHED OR REMOVED. ANY DAMAGE TO EXISTING PAVEMENT, STRUCTURES, AND UTILITIES NOT INDICATED TO BE DEMOLISHED OR REMOVED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
13. WHERE PROPOSED WORK IS IN THE VICINITY OF UTILITY POLES, SUCH THAT SUPPORT OF THE POLE(S) WILL BE REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE UTILITY OF THE WORK. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH THE UTILITY FOR SUPPORT OF THE POLE.

- SPECIFICATIONS AND PERMIT REQUIREMENTS.
- ALL WORK WITHIN CITY RIGHT-OF-WAYS SHALL BE IN CONFORMANCE WITH THE CITY MINIMUM STANDARDS AND/OR REQUIREMENTS.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL CITY, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS FOR USE OF TRAFFIC DURING CONSTRUCTION.
- CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC (MOT) PLANS TO FDOT, CITY OF FORT LAUDERDALE, BROWARD COUNTY AS REQUIRED FOR WORK TO BE DONE WITHIN THEIR R/W PRIOR TO COMMENCEMENT OF WORK. SPECIFIC AGENCY MOT REQUIREMENTS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL SUBMIT MOT PLANS FOR APPROVAL BY THE CITY WHEN WORKING WITHIN THE PUBLIC RIGHT-OF-WAY.
- STATIONS SHOWN ON THE DRAWINGS ARE BASED ON THE ESTABLISHED BASELINE AND SHALL NOT BE CONSIDERED AS DISTANCES OR AS A MEASURE OF THE LINEAR FOOTAGE OF PIPE TO BE INSTALLED.
- ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS SHALL NOT BE LEFT OPEN DURING NIGHT TIME HOURS WITHOUT ADEQUATE PROTECTION.
- CONTRACTOR SHALL PROMPTLY REPAIR AND RESTORE EXISTING PAVEMENT, SIDEWALKS, CURBS, DRIVEWAYS, PIPES, RESIDENTIAL AND COMMERCIAL SPRINKLER LINES, CONDUIT, CABLES, ETC. AND LANDSCAPE AREAS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL PROVIDE TEMPORARY FENCING AS REQUIRED BY AGENCIES HAVING JURISDICTION OVER THE PROJECT AND/OR WHEN REQUIRED FOR PUBLIC SAFETY.
- THE CONTRACTOR SHALL BE RESPONSIBLE A ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF WORK, FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
- LOCATION OF AIR RELEASE VALVES MAY BE FIELD ADJUSTED BY THE ENGINEER OR CITY OF FORT LAUDERDALE AS NECESSARY.
- CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITY CASTINGS INCLUDING VALVE BOXES, MANHOLES, HAND HOLES, PULL BOXES, INLETS AND SIMILAR STRUCTURES IN CONSTRUCTION AREA TO BE OVERLAYED WITH ASPHALT.
- EXISTING TRAFFIC SIGNS SHALL BE RESET UPON COMPLETION PER BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS. COST SHALL BE CONSIDERED INCIDENTAL.
- CONTRACTOR SHALL REPAIR OR REPLACE DAMAGED TRAFFIC SIGNAL LOOPS PER BROWARD COUNTY TRAFFIC ENGINEERING SPECIFICATIONS; COST SHALL BE INCIDENTAL.
- CONTRACTOR SHALL RESTORE EXISTING PAVEMENT AND PAVEMENT MARKINGS/SIGNAGE TO ORIGINAL PRE-CONSTRUCTION CONDITION OR AS OTHERWISE SPECIFIED IN CONTRACT DOCUMENTS. THIS WORK SHALL BE CONSIDERED INCIDENTAL.
- THE CONTRACTOR SHALL SUBMIT ALL REQUIRED SHOP DRAWINGS FOR CITY

CITY OF FORT LAUDERDALE UTILITIES
4250 NW 10TH AVENUE
FORT LAUDERDALE, FL 33309
PHONE: (954)828-7855
CONTACT: STEVEN ROBERTS

Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE, SUITE 201
DELRAY BEACH, FL 33445

C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Sheet Number

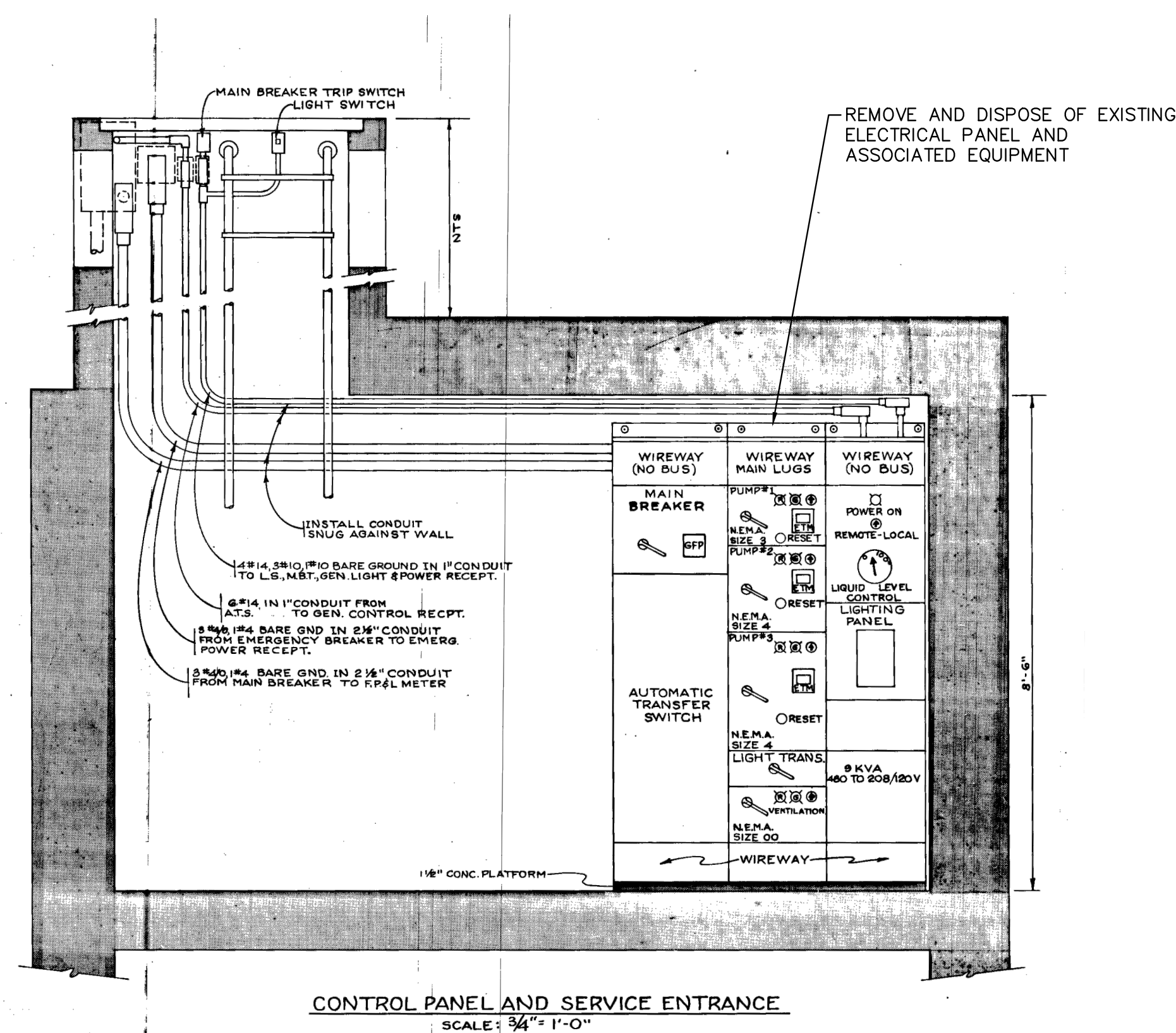
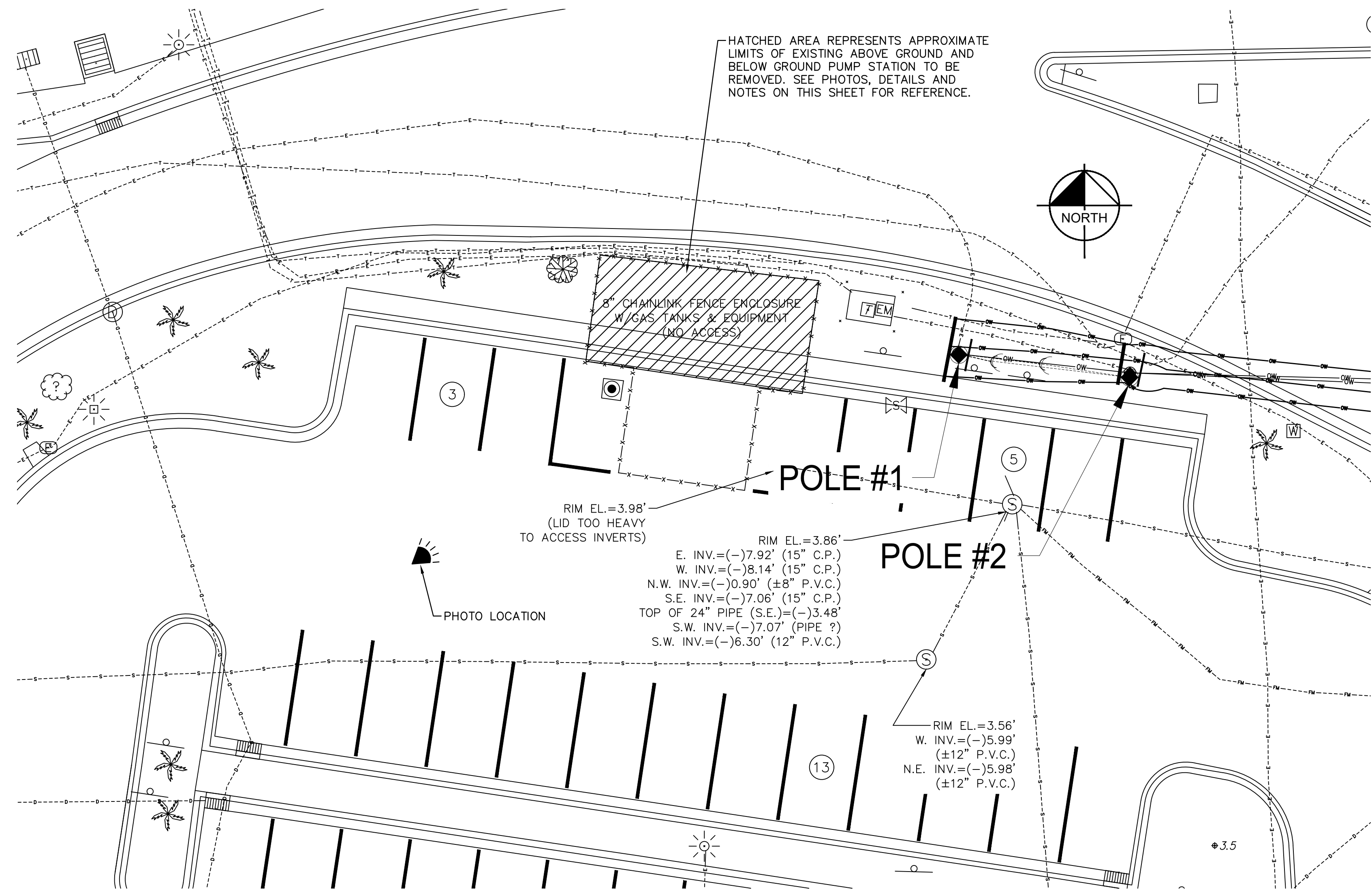
G1.01

A photograph showing a fenced-in utility area. In the foreground, there's a paved surface with white parking lines. A chain-link fence runs across the middle ground, with a gate slightly ajar. Behind the fence, there are some electrical boxes and a small patch of grass. In the background, tall apartment buildings and palm trees are visible under a clear sky. A red car is parked on the right side of the image.

REMOVE AND DISPOSE OF ALL CHAIN
LINK FENCE, POSTS AND FOOTINGS

REMOVE AND DISPOSE OF EXISTING CONCRETE
GENERATOR PAD

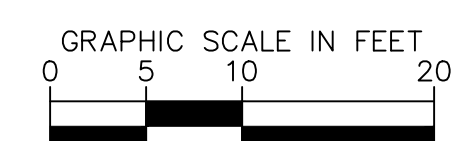
N.T.S.



N.T.S.

1. NEW WASTEWATER PUMP STATION MUST BE COMPLETELY OPERATIONAL AND RELEASED BY THE REGULATORY AGENCIES BEFORE ANY DEMOLITION OF EXISTING STATION CAN BEGIN.
2. ALL DEMOLITION AND DISPOSAL MUST BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
3. REFER TO ELECTRICAL SHEETS FOR LIMITS OF ELECTRICAL REMOVAL AND NOTES.
4. DEMOLITION CONTRACTOR FOR SEWAGE WASTEWATER STATION TO COORDINATE WITH MARINA GENERAL CONTRACTOR AS REQUIRED.
5. PRIOR TO REMOVAL OF THE EXISTING STATION, THE EXISTING STATION SHALL BE THOROUGHLY CLEANED AND DISINFECTED.

REFER TO SHEET C1-1.01 THAT SHOWS THE
OVERALL LAS OLAS MARINA DEMOLITION PLAN
FOR LOCATION OF EXISTING LIFT STATION THAT IS
INCLUDED FOR INFORMATIONAL PURPOSES ONLY



KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Date	8/7/2020
Designed By	SS
Drawn By	RAR
Approved / Checked By	TCJ
Project Number	140458000

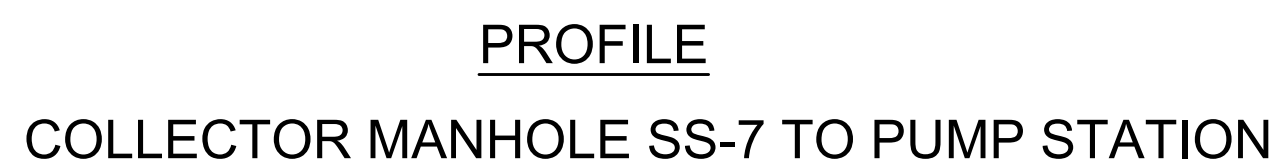
HA PROJ #: 140458000

FINAL

Sheet Title
EXISTING PUMP
STATION DEMOLITION
PLAN

C1.00

OLAS MARINA Lift Station Layout: C2.00 PROPOSED PUMP STATION SITE PLAN AND PROFILE August 07 2020 01:07:05pm K:\BOD_Civil\140458000 - Los Olas Marina\CADD\PlanSheets - Lift Station\C2.00 PROPOSED LIFT STATION SITE PLAN.dwg



GRAPHIC SCALE IN FEET

HORIZONTAL



1. NEW GENERATOR SHALL BE 150KW DIESEL DRIVEN, AS MANUFACTURED BY TRADEWINDS POWER CORP. MODEL TP150T3.
2. GENERATOR SHALL HAVE A WEATHER PROTECTIVE ENCLOSURE OF MARINE GRADE ALUMINUM (0.125" THICKNESS) WITH SS HARDWARE, SOUND INSULATION AND A WHITE POWDER COAT FINISH (BOTH SIDES).
3. THE GENERATOR SHALL INCLUDE A RESIDENTIAL RATED INTERIOR MOUNTED EXHAUST SILENCER KIT.
4. THE GENERATOR SHALL HAVE AN INTEGRAL DOUBLE WALL BASE MOUNTED FUEL TANK WITH A MINIMUM CAPACITY OF 300 GALLONS.

REFER TO SHEET C2-1.01 THAT SHOWS THE
OVERALL LAS OLAS MARINA DEMOLITION PLAN
FOR LOCATION OF EXISTING LIFT STATION THAT IS
INCLUDED FOR INFORMATIONAL PURPOSES ONLY

Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE, SUITE 201
DELRAY BEACH, FL 33445

C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

[illegible]

Date	8/7/2020
Designed By	SS
Drawn By	RAR
Approved / Checked By	TCJ
Project Number	140458000

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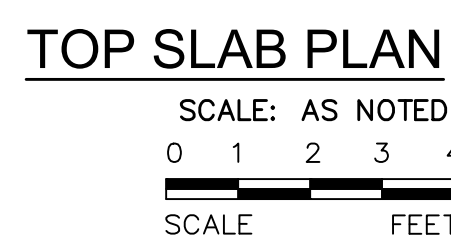
Project Phase

FINAL

Sheet Title
PROPOSED PUMP
STATION SITE PLAN
AND PROFILE

Sheet Number

C2.00



WET WELL ELEVATIONS	
DESCRIPTION	ELEVATION
TOP OF WET WELL (A)	6.1'
CONCRETE PAD (B)	6.0'
INFLUENT INVERT (C)	-9.8'
HIGH LEVEL ALARM (D)	-10.0'
LAG PUMP ON (E)	-10.5'
LEAD PUMP ON (F)	-11.0'
PUMPS OFF (G)	-16.0'
TOP OF FLOOR SLAB (H)	-17.5'
TOP OF KEY (I)	-17.7'
BOTTOM OF KEY (J)	-18.7'
BOTTOM OF TREMIE PLUG (K)	-23.7'

Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Date	8/7/2020
Designed By	SS
Drawn By	RAR
Approved / Checked By	TCJ
Project Number	140458000

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THOMAS C. JENSEN
37290

KHA PROJ #: 140458000

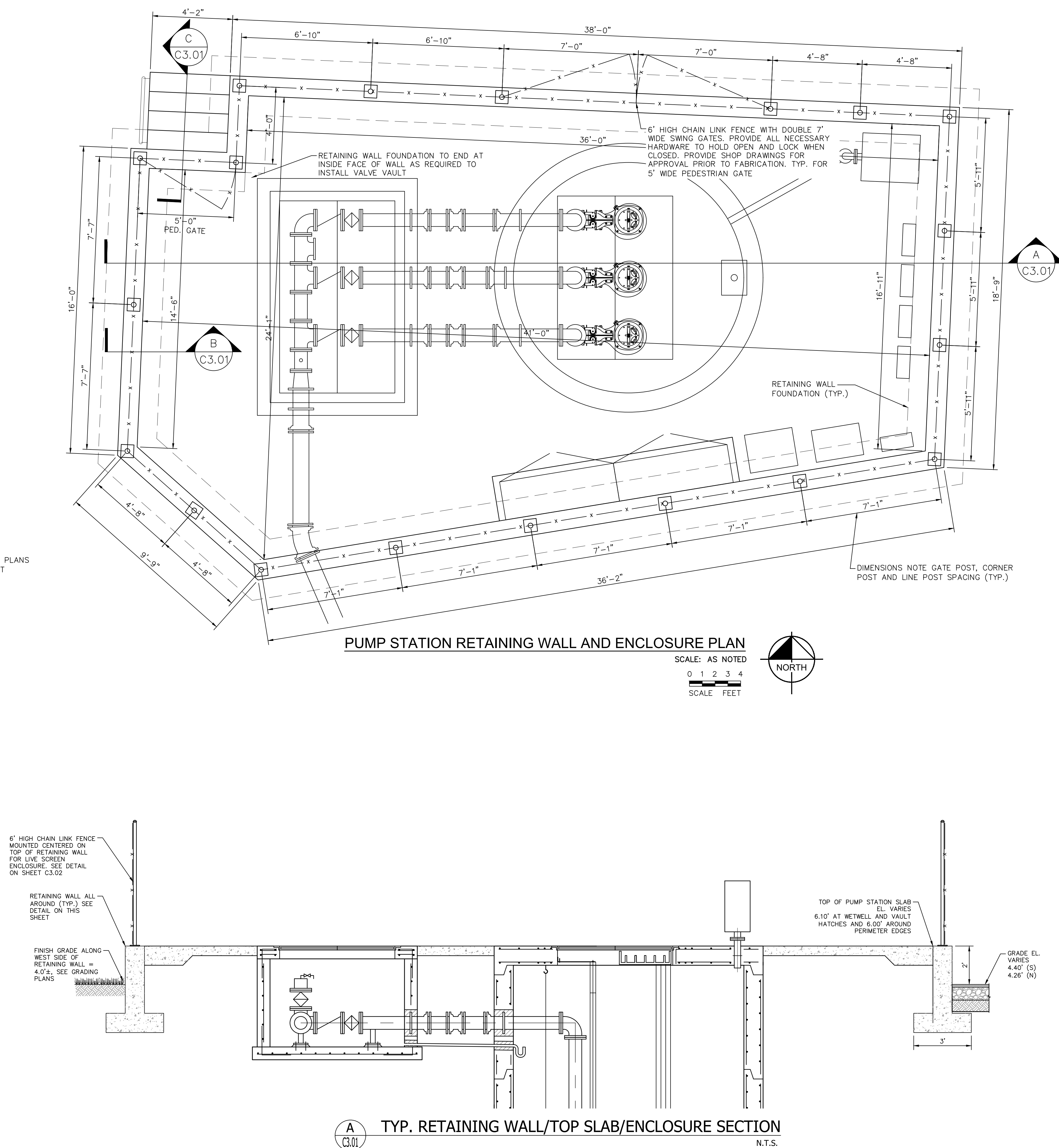
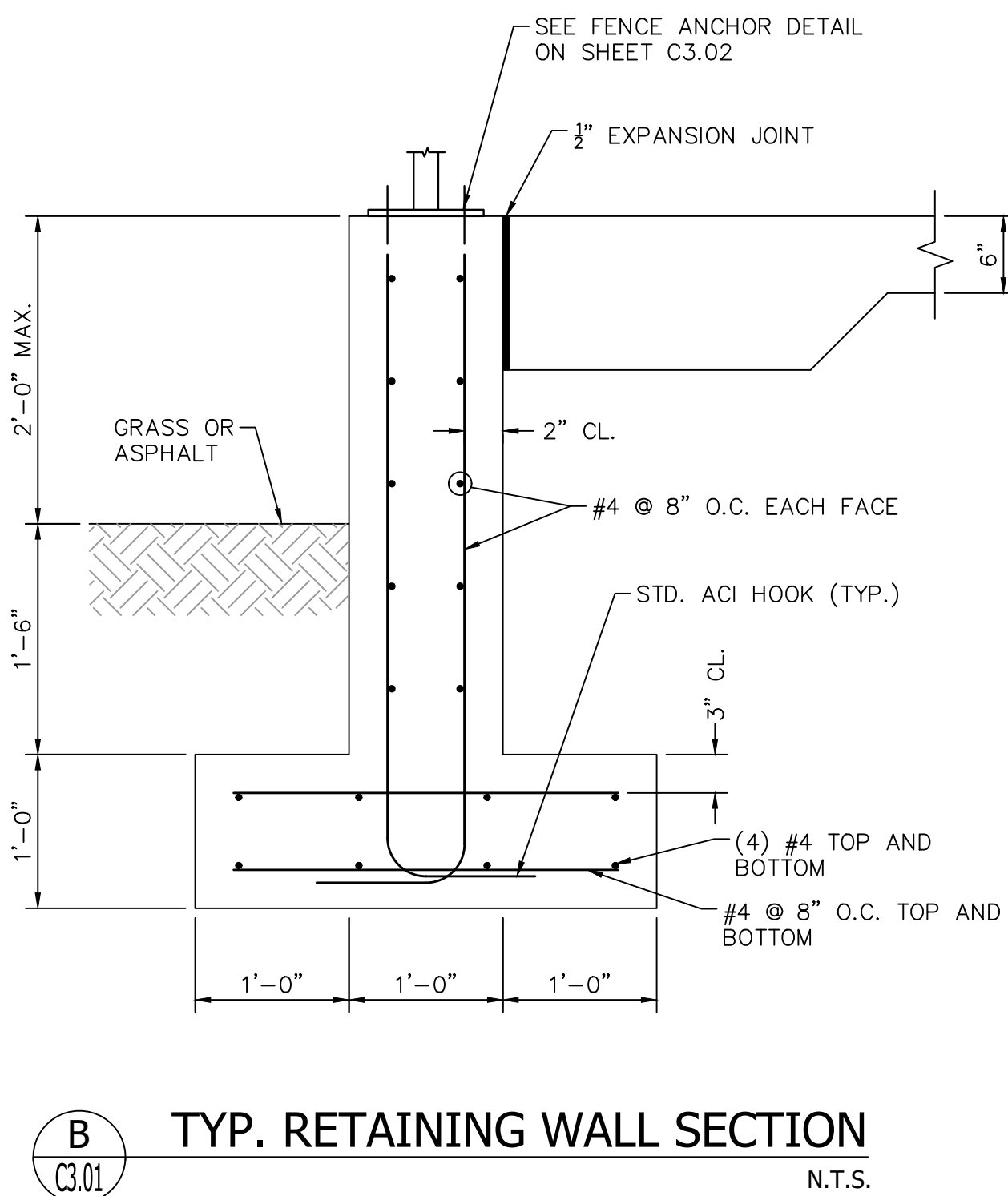
Project Phase

Sheet Title

PUMP STATION
PLAN AND DETAILS

Sheet Number

C3.00



Sheet Number

C3.01

Printed By: Sontree, Sai Sheet Set: LAS OLAS MARINA Lift Station Layout: C3.02 PUMP STATION AND GENERATOR DETAILS August 07, 2020 01:07:47pm K:\BCD_GW\140458000 - Los Olas Marina\CADD\PlanSheets - Lift Station\C3.00 PUMP STATION PLAN AND DETAILS.dwg

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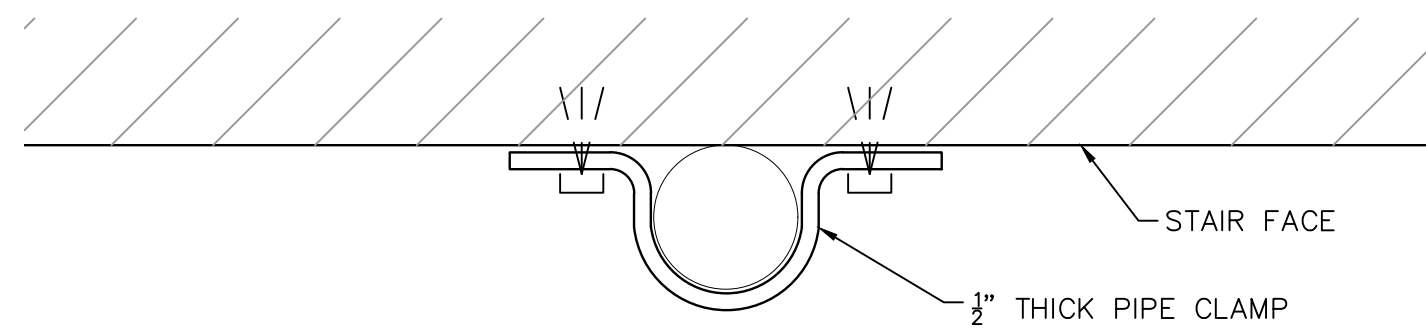
FENCE BASE PLATE DETAIL
N.T.S.

NOTE:

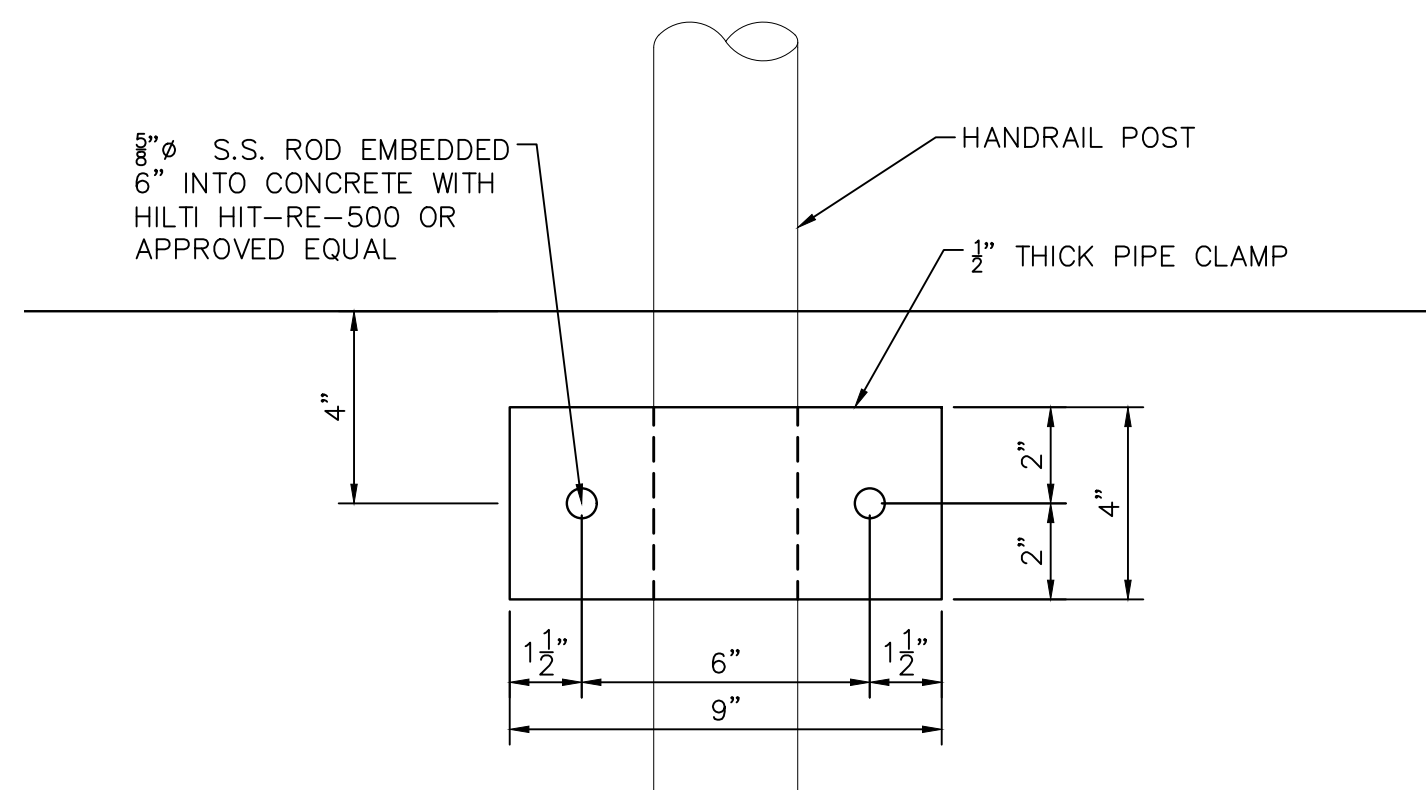
1. GENERATOR PAD DIMENSIONS ARE BASED ON THE SIZE OF 150KW TRADEWINDS GENERATOR.

GENERATOR ELEV. DETAIL
N.T.S.

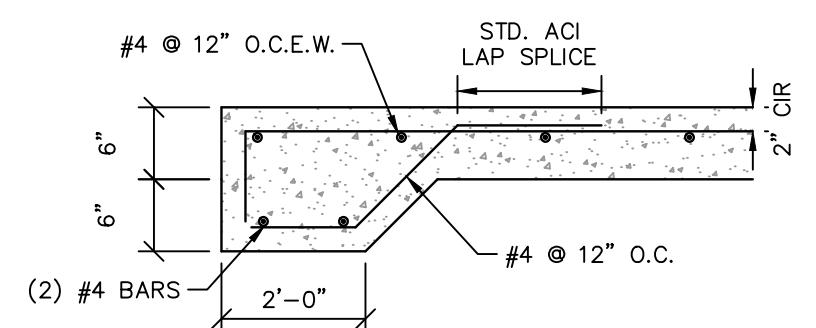
BOLLARD DETAIL
N.T.S.



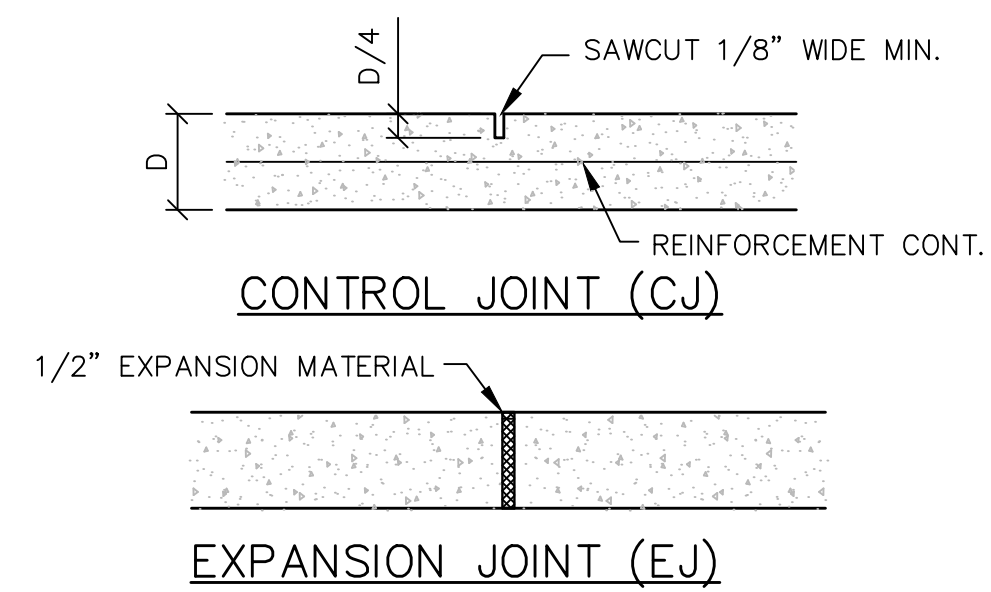
PLAN



ELEVATION
HANDRAIL CONNECTION DETAIL
N.T.S.



THICKENED EDGE DETAIL
N.T.S.



CONCRETE JOINT DETAILS
N.T.S.

Project Name	
LAS OLAS MARINA PUMP STATION	
FORT LAUDERDALE, FLORIDA	
Client	LAS OLAS SMI, LLC 17330 PRESTON ROAD SUITE 220A DALLAS, TX 75252
	
Consultants	KIMLEY HORN CIVIL ENGINEER 1615 S. CONGRESS AVE. SUITE 201 DELRAY BEACH, FL 33445
C & W ENGINEERING ELECTRICAL 2775 VISTA PARKWAY WEST PALM BEACH, FL 33411	

[illegible]

Date	8/7/2020
Designed By	SS
Drawn By	RAR
Approved / Checked By	TCJ
Project Number	140458000

Seal

THOMAS C. JENSEN
37290

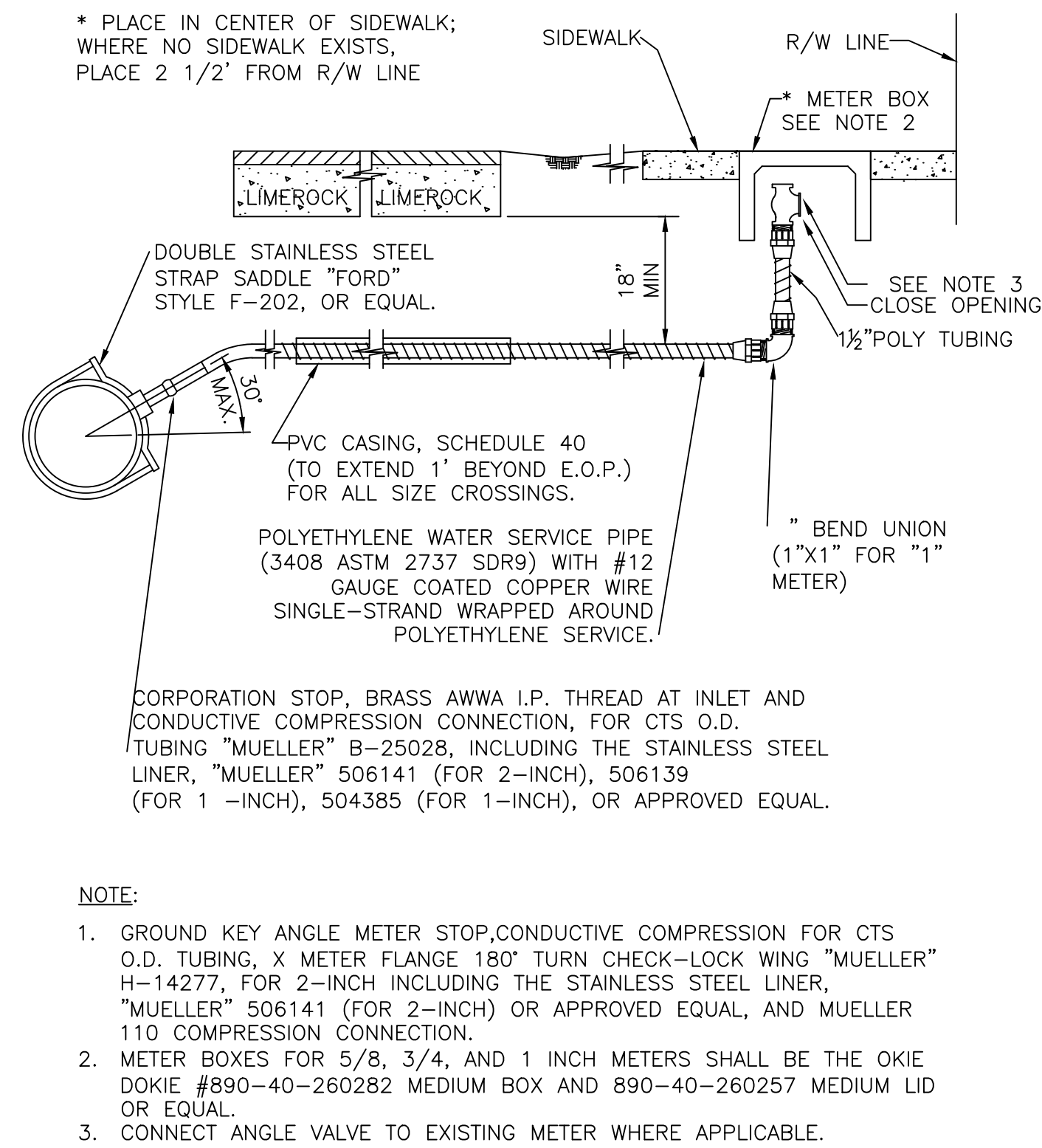
KHA PROJ #: 140458000

Project Phase

FINAL

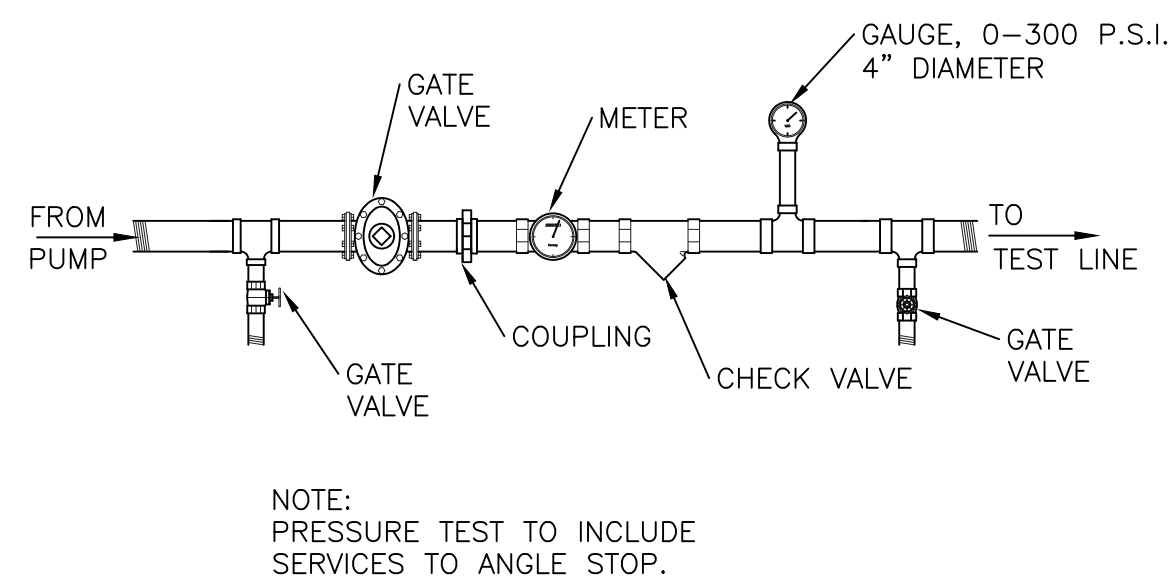
Sheet Title
PUMP STATION AND
GENERATOR
DETAILS

Sheet Number
C3.02



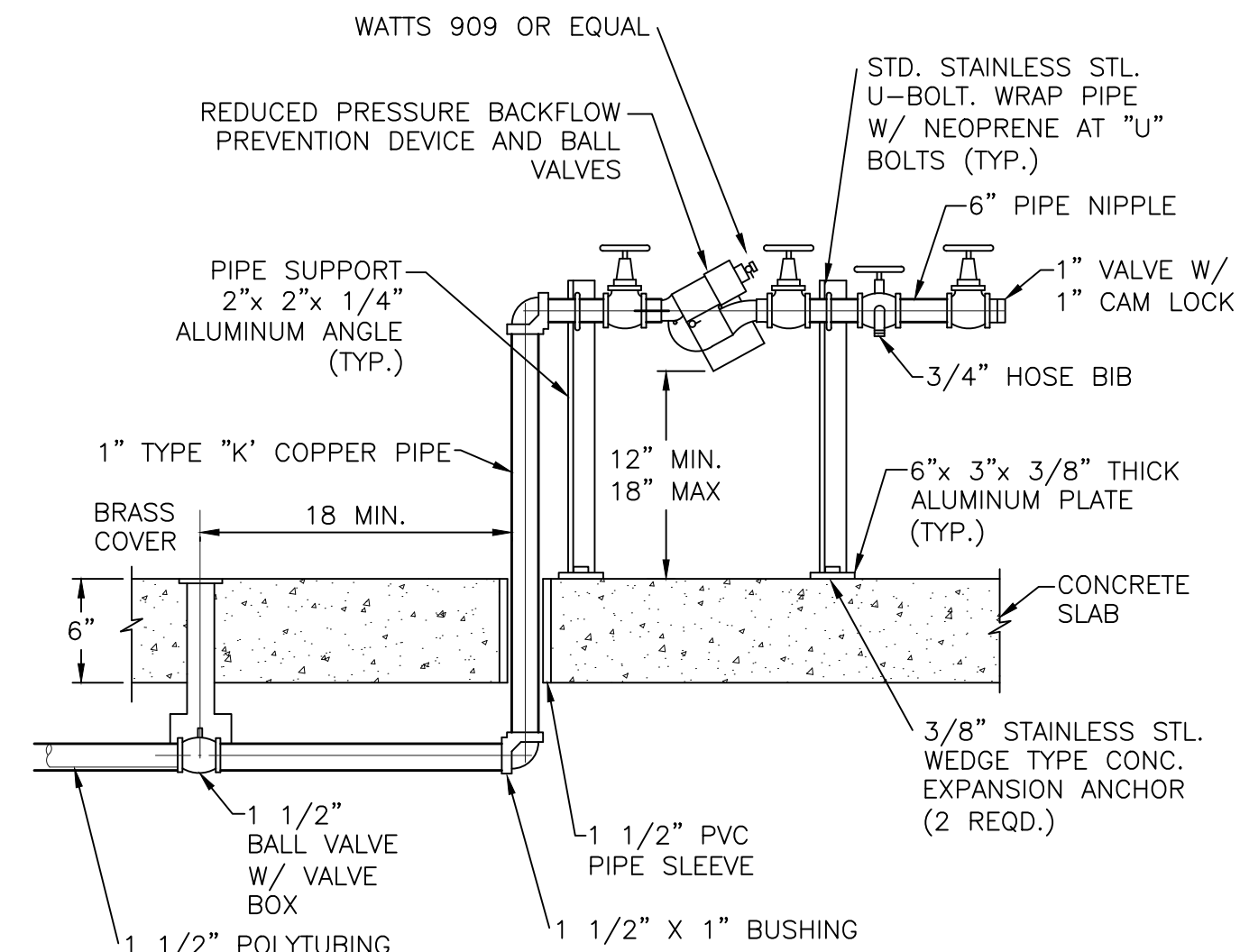
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NOT TO SCALE

FTL



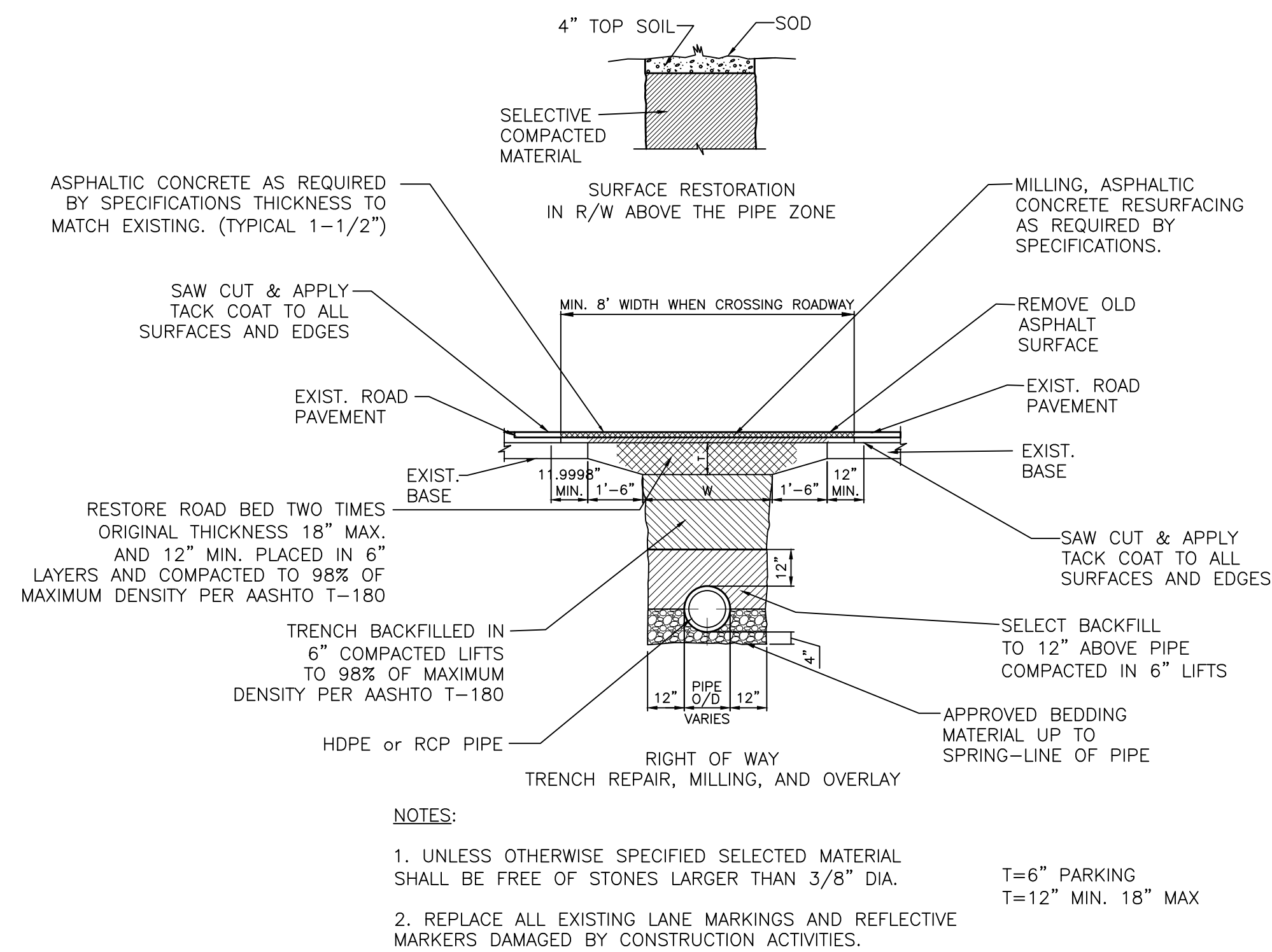
PRESSURE TEST DETAIL - 306
NOT TO SCALE

FTI



REDUCED PRESSURE BACKFLOW PREVENTER WITH HOSE
CONNECTION - 307
NOT TO SCALE

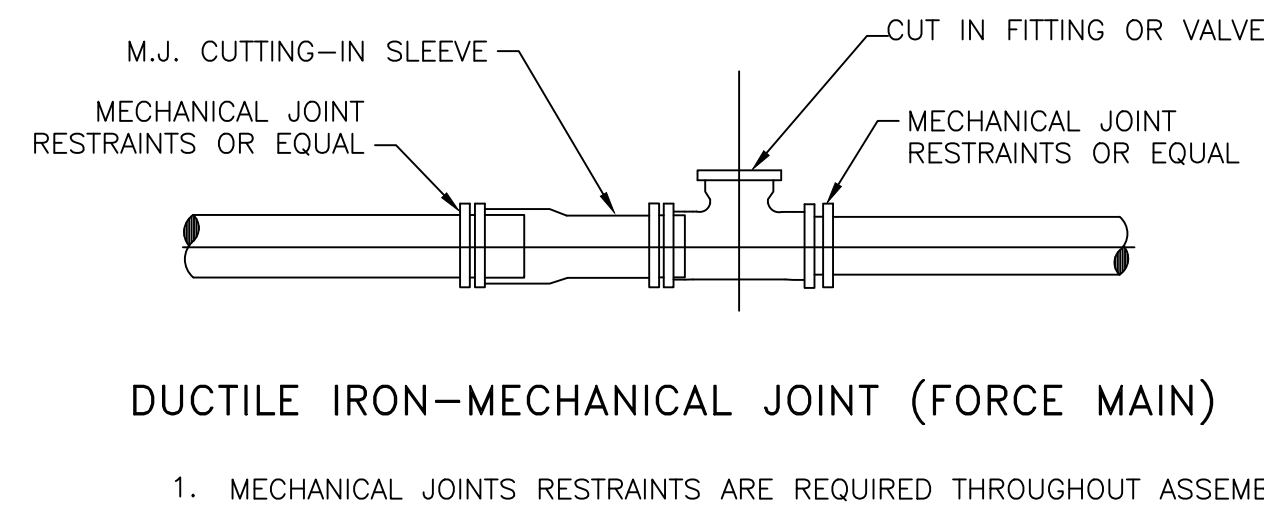
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TYPICAL TRENCH AND PAVEMENT RESTORATION FOR TRANSVERSE CROSSING

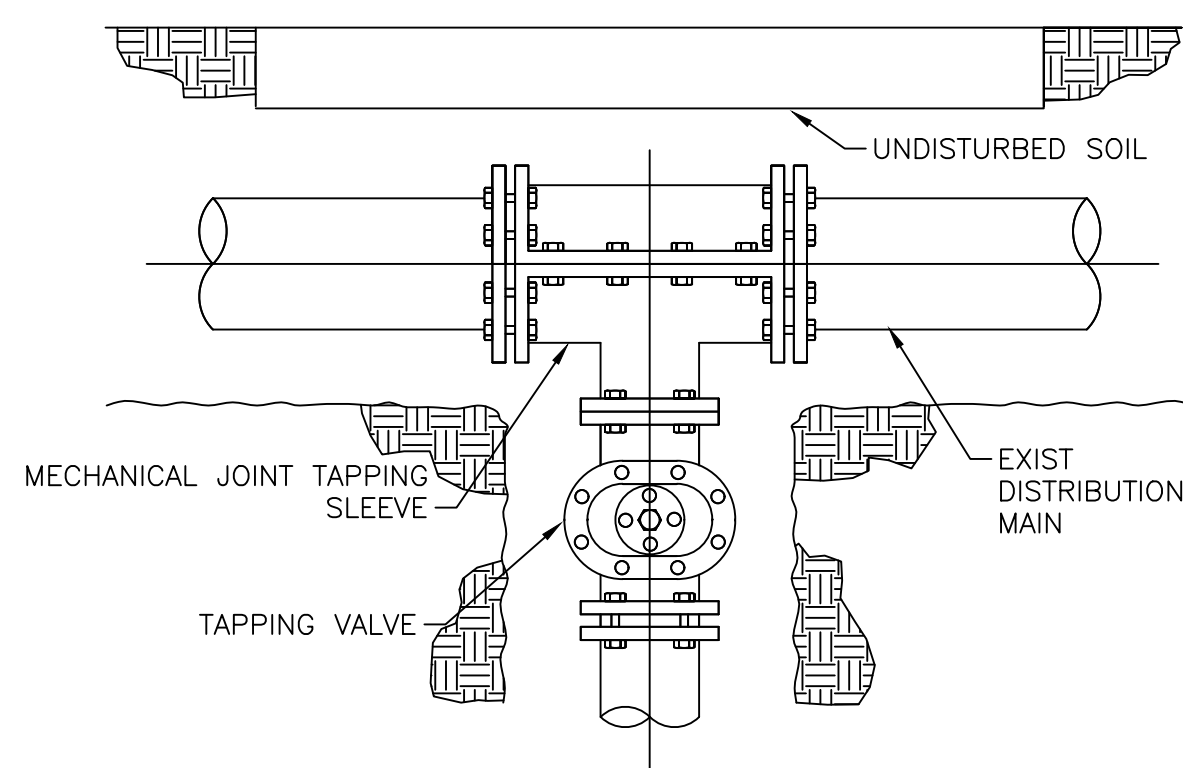
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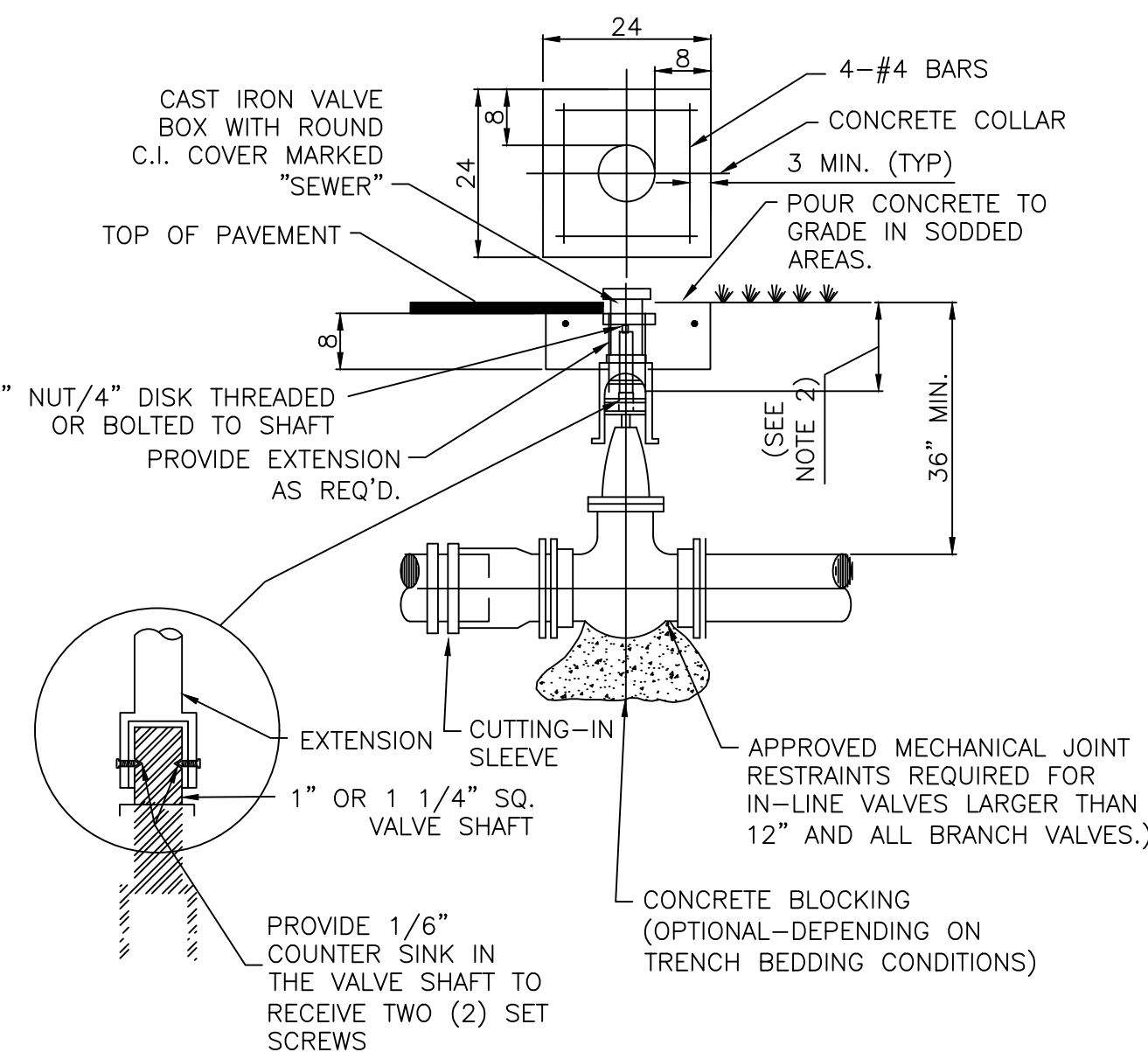
PRESSURE PIPE STANDARD CUT-IN DETAIL - 404
NOT TO SCALE

F



PLAN - TAPPING TEE ASSEMBLY DETAIL - 405

FTI



TYPICAL VALVE DETAIL - 406
NOT TO SCALE

FTL

CITY OF FORT LAUDERDALE
STANDARD DETAIL

Project Name	
LAS OLAS MARINA PUMP STATION FORT LAUDERDALE, FLORIDA	
Client	LAS OLAS SMI, LLC 17330 PRESTON ROAD SUITE 220A DALLAS, TX 75232 
Consultants	KIMLEY HORN CIVIL ENGINEER 1615 S. CONGRESS AVE., SUITE 201 DELRAY BEACH, FL 33445 <hr/> C & W ENGINEERING ELECTRICAL 2775 VISTA PARKWAY WEST PALM BEACH, FL 33411

[illegible]

Date	8/7/2020
Designed By	SS
Drawn By	RAR
Approved / Checked By	TCJ
Project Number	140458000

Seal

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37290

KHA PROJ #: 140458000

Project Phase
FINAL

Sheet Title CITY OF FORT
LAUDERDALE
STANDARD
DETAILS

Sheet Number

C4.01

1. THE LED SURFACE LIGHT IS FOR NIGHTTIME MAINTENANCE PERSONNEL USE ONLY. NOT TO BE ON AT NIGHT. PROVIDE A TORK A SERIES SPRING WOUND ON/OFF SWITCH W/60 MIN. AUTO OFF.

A north arrow pointing upwards, with the word "NORTH" written below it. Below the north arrow is a graphic scale bar labeled "GRAPHIC SCALE IN FEET". The scale bar has markings at 0, 1.5, 3, and 6 feet, with alternating black and white segments.

Client LAS OLAS SMI, LLC
17330 PRESTON ROAD
SUITE 220A
DALLAS, TX 75252



C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Date	8/10/2020
Designed By	JLR
Drawn By	AOD
Approved / Checked By	MAG
Project Number	140458000

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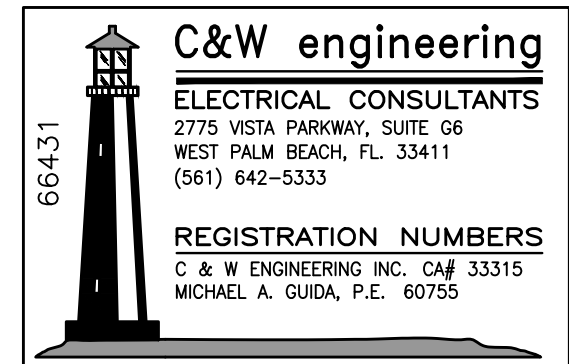
MICHAEL A. GUIDA
60755

KHA PROJ #: 14045800

Sheet Title

**ELECTRICAL SITE
PLAN**

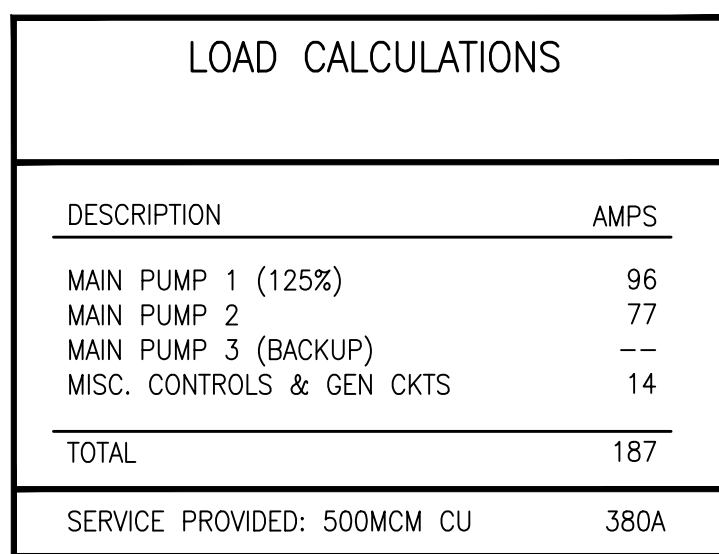
E-2



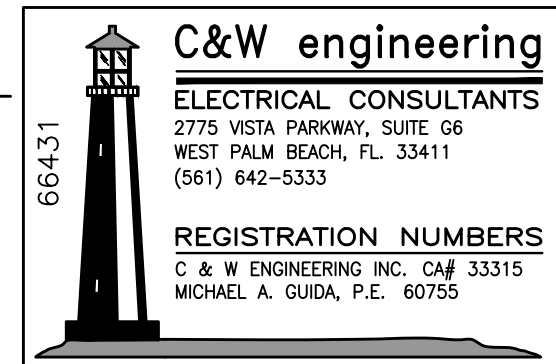


CONDUCTOR RUN - C1	
LENGTH	104 FT
SIZE	500
QTY	1
(per phase)	
TYPE	Three Single Conductors
CONDUIT	Steel
WIRE	Cu, 600 V

MOTOR CONTRIBUTION - M1	
MOTOR VOLTAGE	480 V
MOTOR F.L.A.	154 AMPS
MOTOR CONTRIBUTION	616 AMPS



- ① PROVIDE E/P SEAL OFFS, CROUSE HINDS, ES SEALING HUBS, OR EQUAL.
- ② 10KVA 480:120/240V,1Ø, NEMA 3R, 316 SS ENCL.
- ③ REFER TO CONTROL SCHEMATICS FOR ALL 120V CONTROLS EQUIPMENT COMPONENTS, UPS, PLC, AND THE LI



Date	8/10/2020
Designed By	JLR
Drawn By	AOD
Approved / Checked By	MAG
Project Number	140458000

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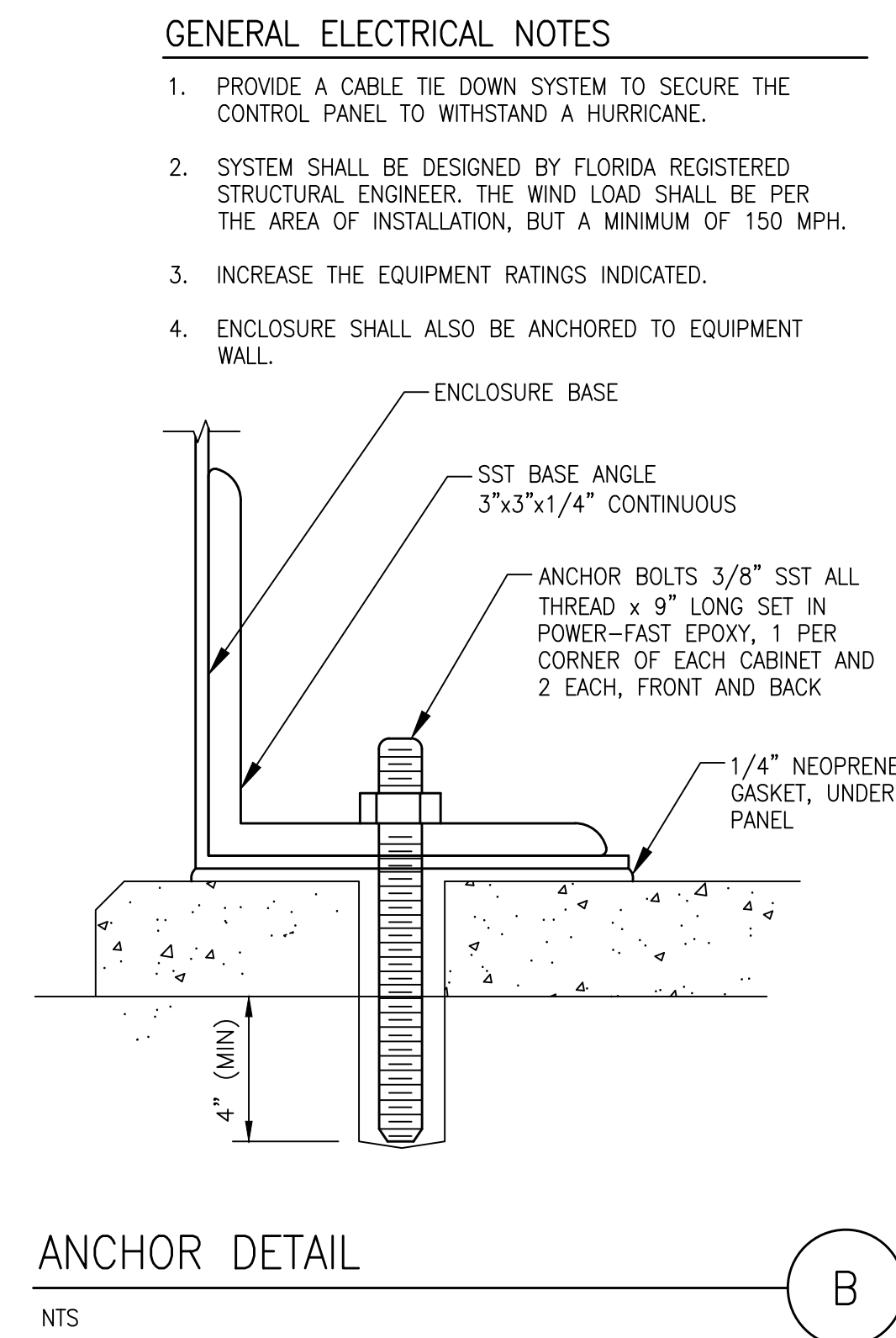
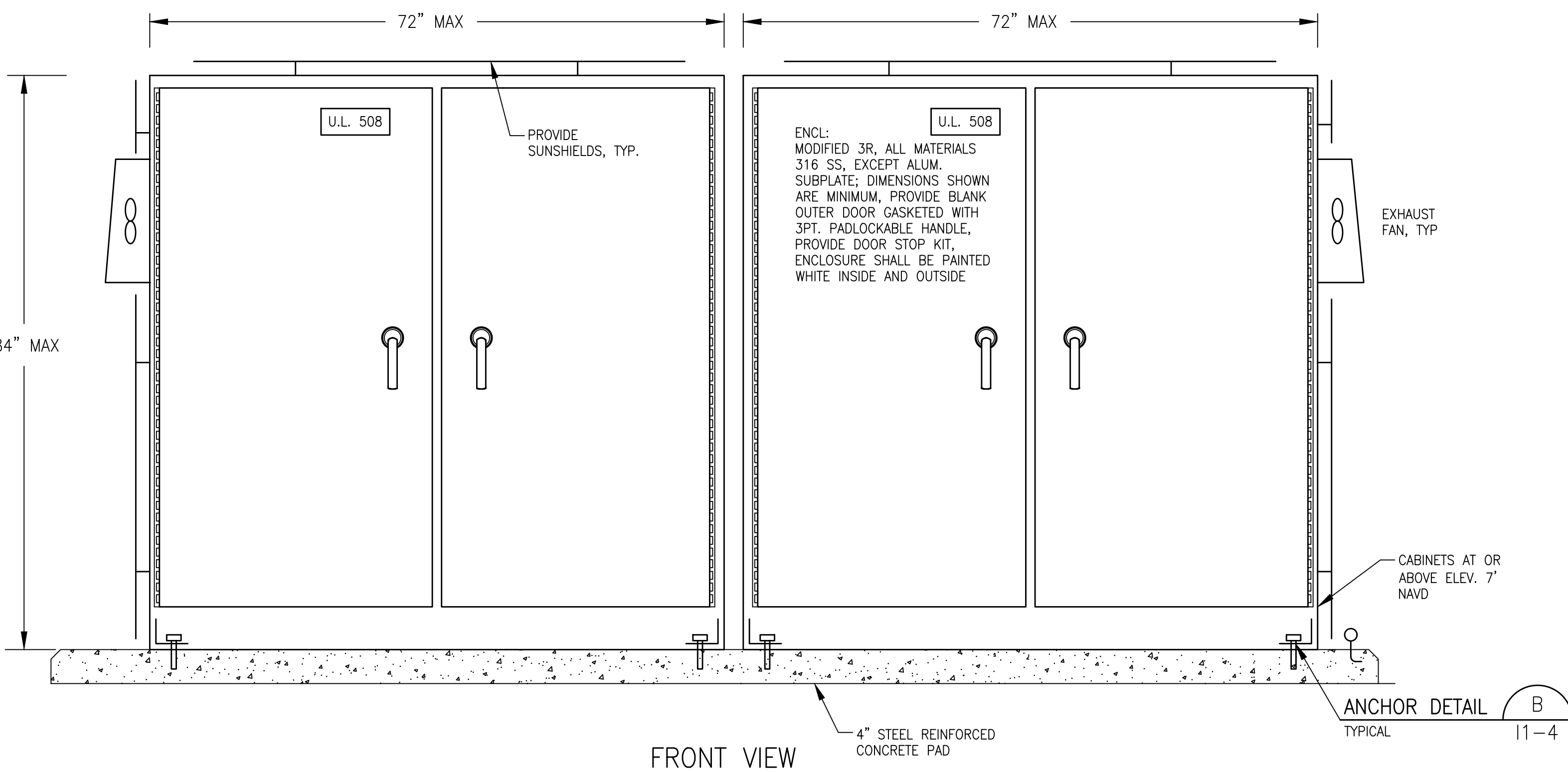
Project Phase

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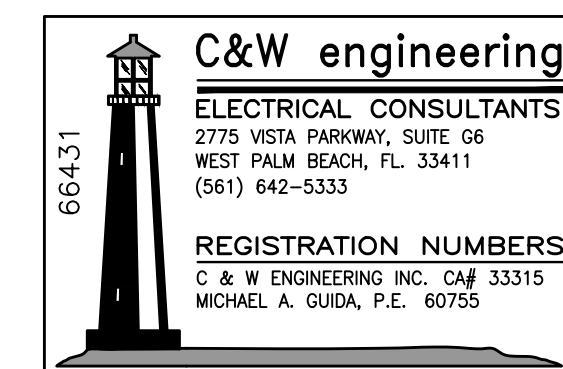
**ELECTRICAL
ONELINE
DIAGRAM**

Sheet Number



1. PROVIDE A CABLE TIE DOWN SYSTEM TO SECURE THE CONTROL PANEL TO WITHSTAND A HURRICANE.
2. SYSTEM SHALL BE DESIGNED BY FLORIDA REGISTERED STRUCTURAL ENGINEER. THE WIND LOAD SHALL BE PER THE AREA OF INSTALLATION, BUT A MINIMUM OF 150 MPH.
3. INCREASE THE EQUIPMENT RATINGS INDICATED.
4. ENCLOSURE SHALL ALSO BE ANCHORED TO EQUIPMENT WALL.

B



Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Date	8/10/20
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Drawn By	AC
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Project Number	1404580

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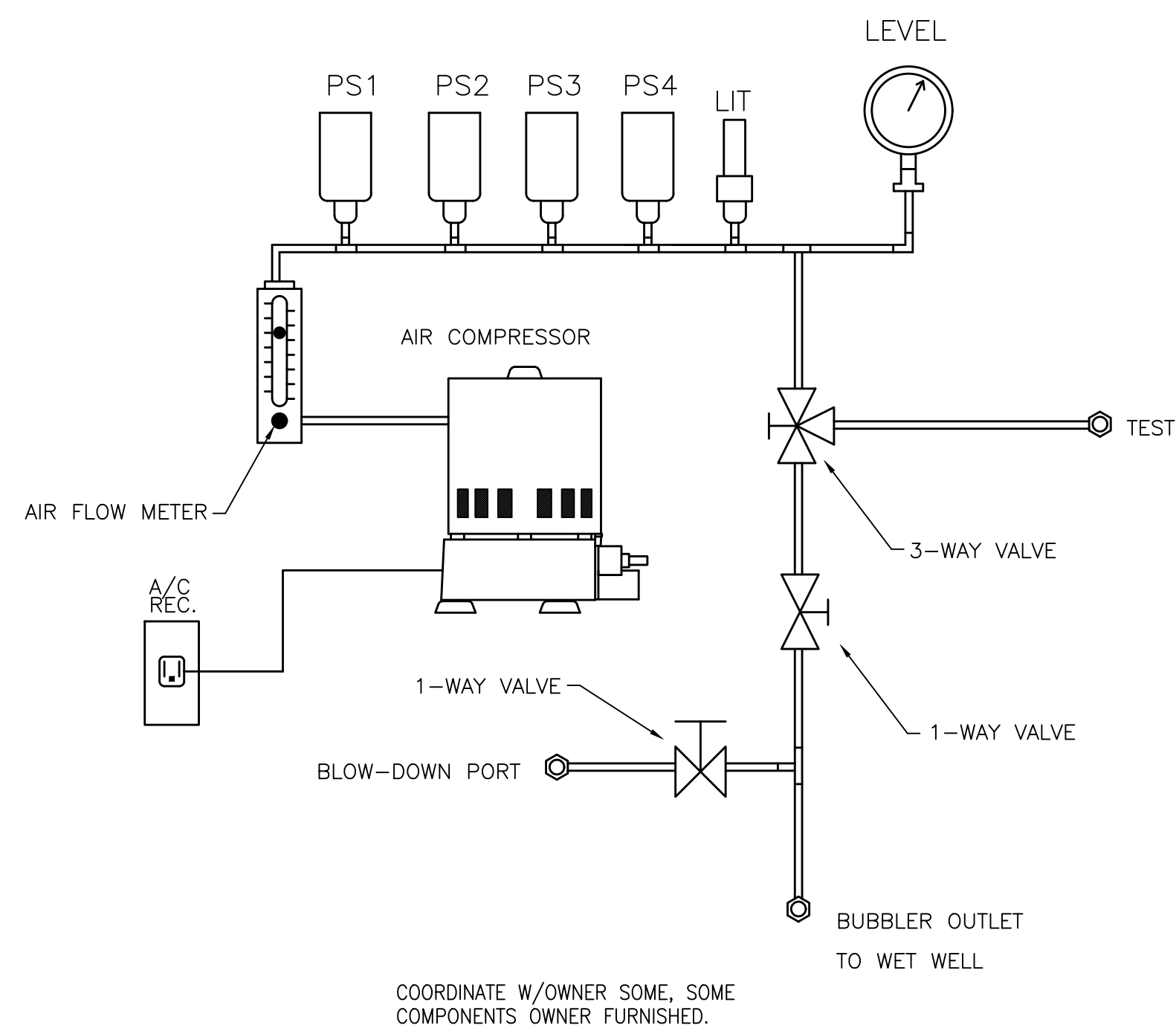
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Sheet Title

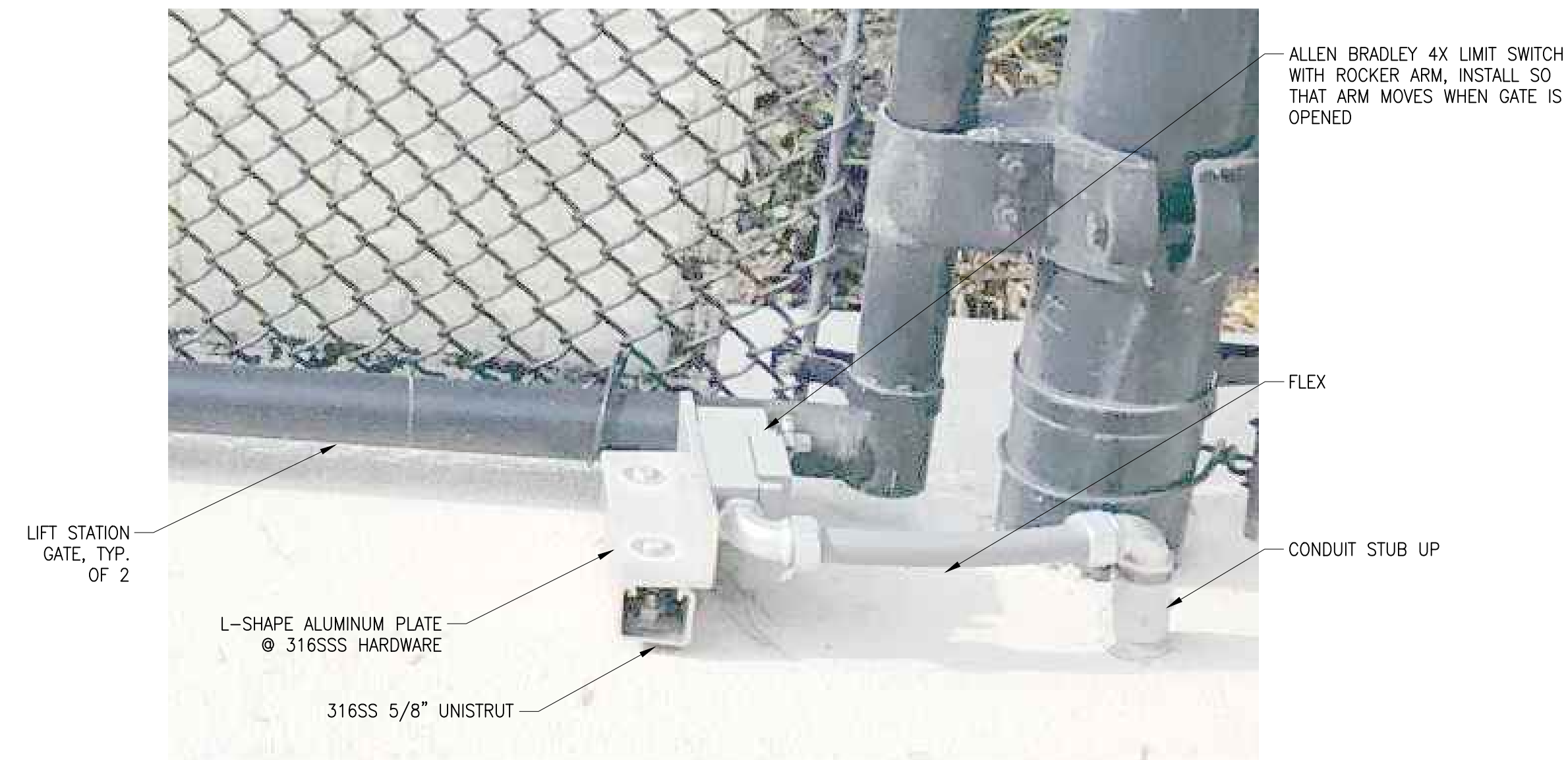
PUMP STATION
CONTROL PANEL
DETAILS

E-4



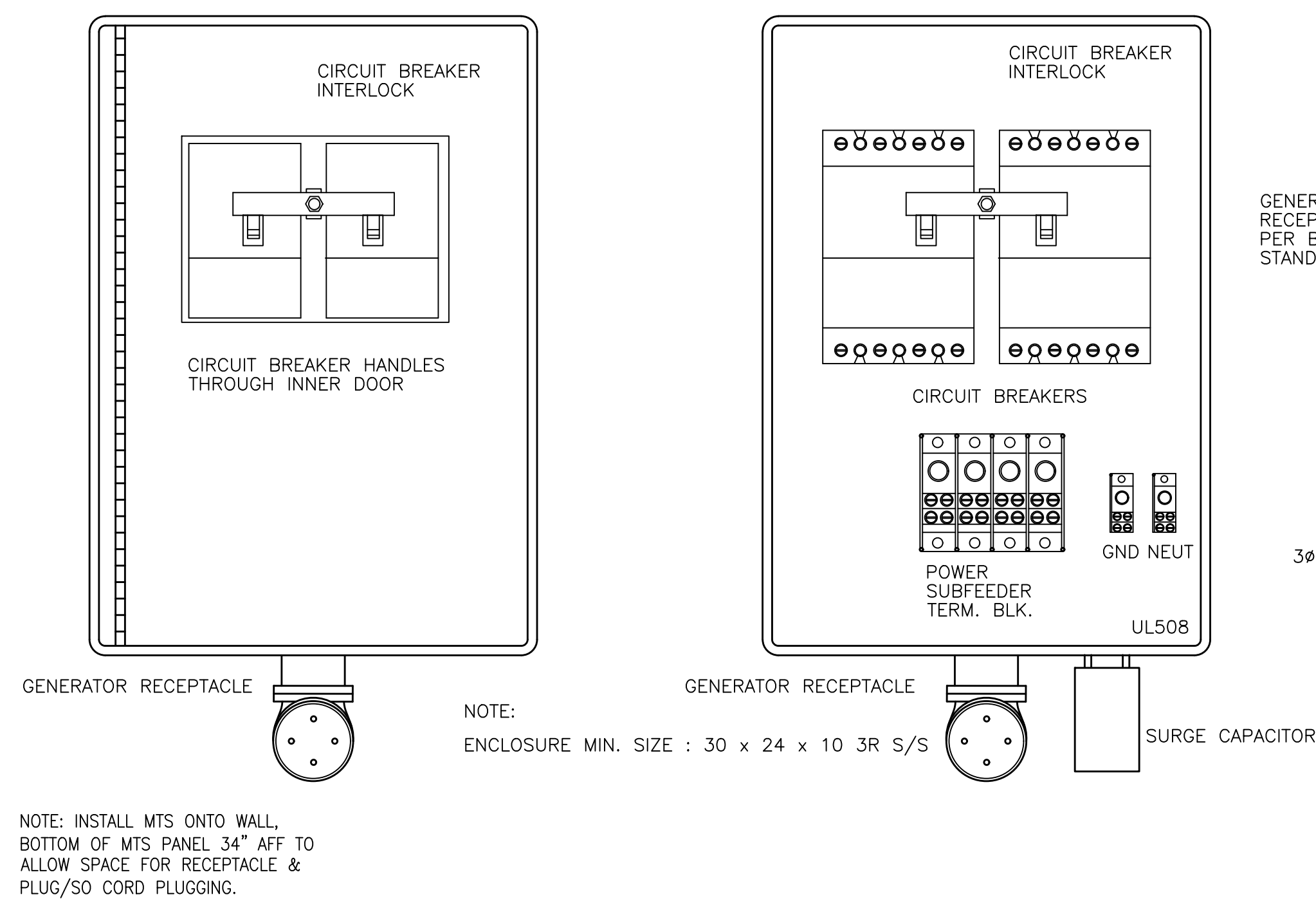
PNEUMATIC LAYOUT

NTS



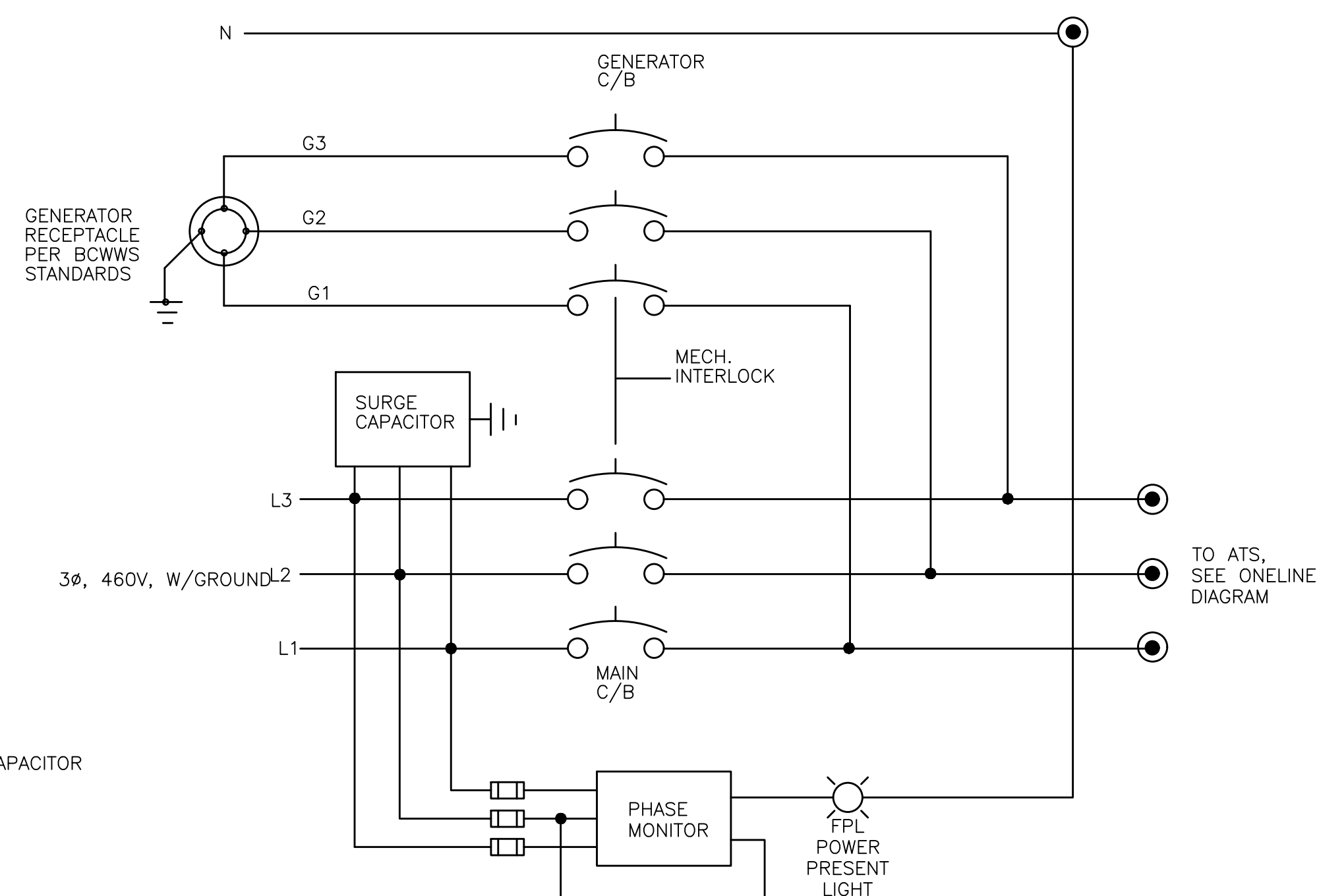
LIMIT SWITCH INSTALLATION DETAIL

NTS



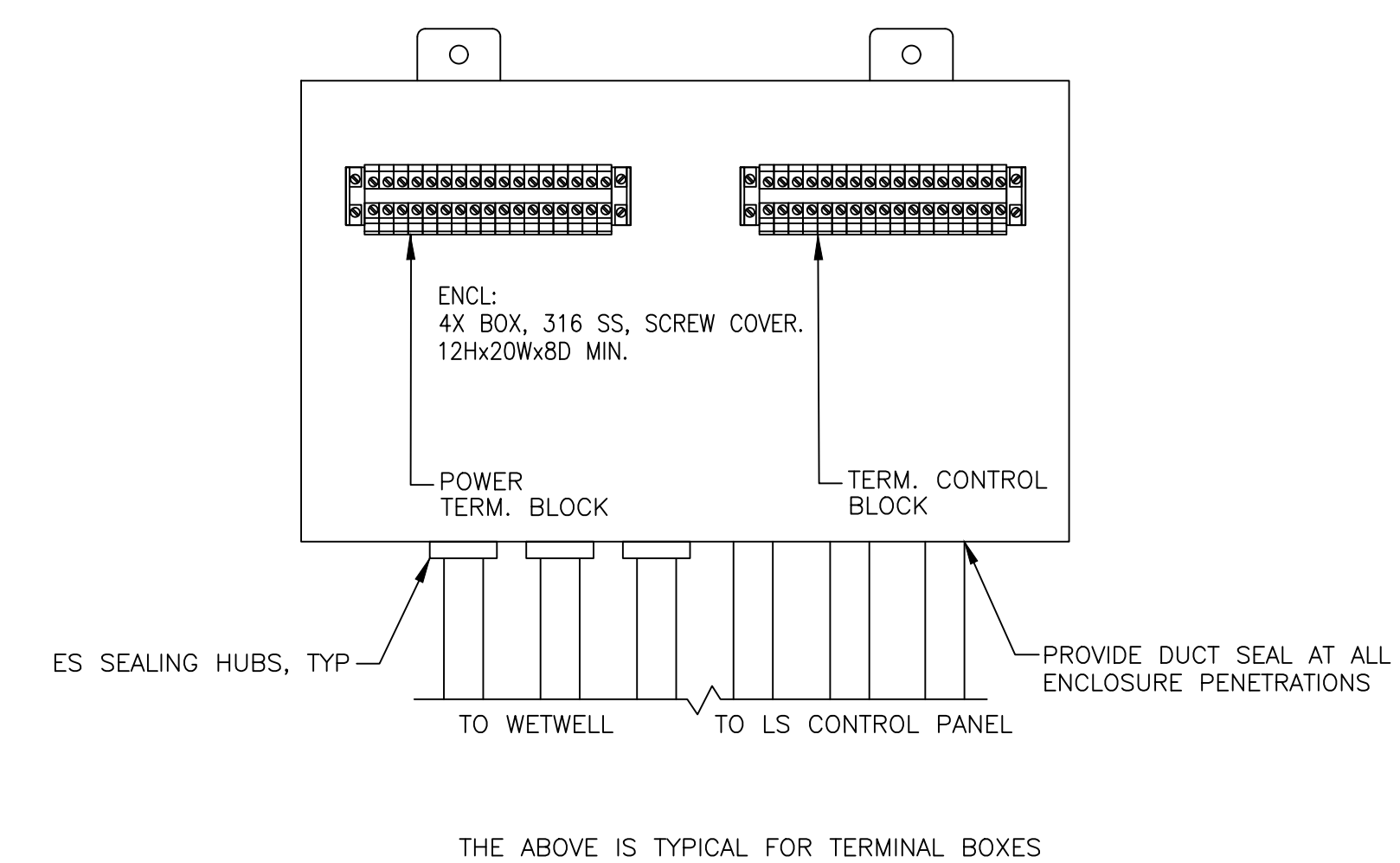
MANUAL EMERGENCY TRANSFER SWITCH PANEL

NTS



TYPICAL TERMINAL JBOX DETAIL

NTS



TYPICAL TERMINAL JBOX DETAIL

NTS

Project Name

**LAS OLAS
MARINA
PUMP
STATION**

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FORT LAUDERDALE, FLORIDA

Client LAS OLAS SMI, LLC
17330 PRESTON ROAD
SUITE 220A
DALLAS, TX 75252


SUNTEX MARINAS

Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

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ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

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Date	8/10/2020
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Drawn By	AOD
Approved / Checked By	MAG
Project Number	140458000

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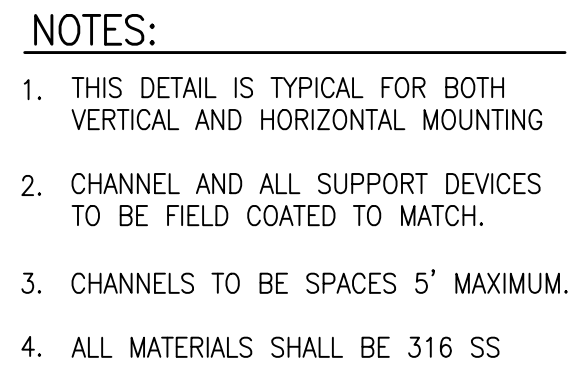
Project Phase
FINAL

Sheet Title

**ELECTRICAL
DETAILS**

Sheet Number

E-5



CONDUIT TERMINATION DETAIL

GROUND WELL

DIRECT BURIED CONDUIT

CIRCUIT MARKER DETAIL

CONDUIT DETAIL

TERMINATION EXAMPLE DETAIL

Project Name

**LAS OLAS
MARINA
PUMP
STATION**

FORT LAUDERDALE, FLORIDA

Client **LAS OLAS SMI, LLC**
17330 PRESTON ROAD
SUITE 220A
DALLAS, TX 75252



Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

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2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

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Drawn By	AOD
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60755

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FINAL

Sheet Title

ELECTRICAL
DETAILS

Sheet Number

E-6

CAM 21-0029
Exhibit 1
Page 28 of 38



Project Name

**LAS OLAS
MARINA
PUMP
STATION**

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FORT LAUDERDALE, FLORIDA

Client LAS OLAS SMI, LLC
17330 PRESTON ROAD
SUITE 220A
DALLAS, TX 75252



Consultants

KIMLEY HORN
CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

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ELECTRICAL
2775 VISTA PARKWAY
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Date 8/10/20

Designed By JL

Drawn By _____ AC _____

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Project Number 1404580

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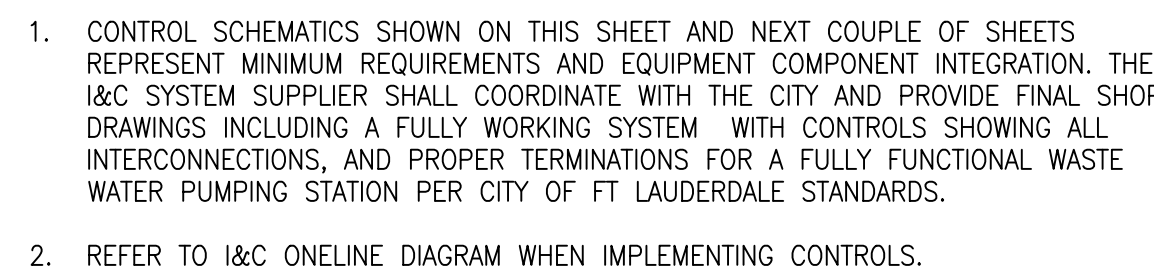
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Sheet Title

I&C DIAGRAM

Sheet Number

1-2

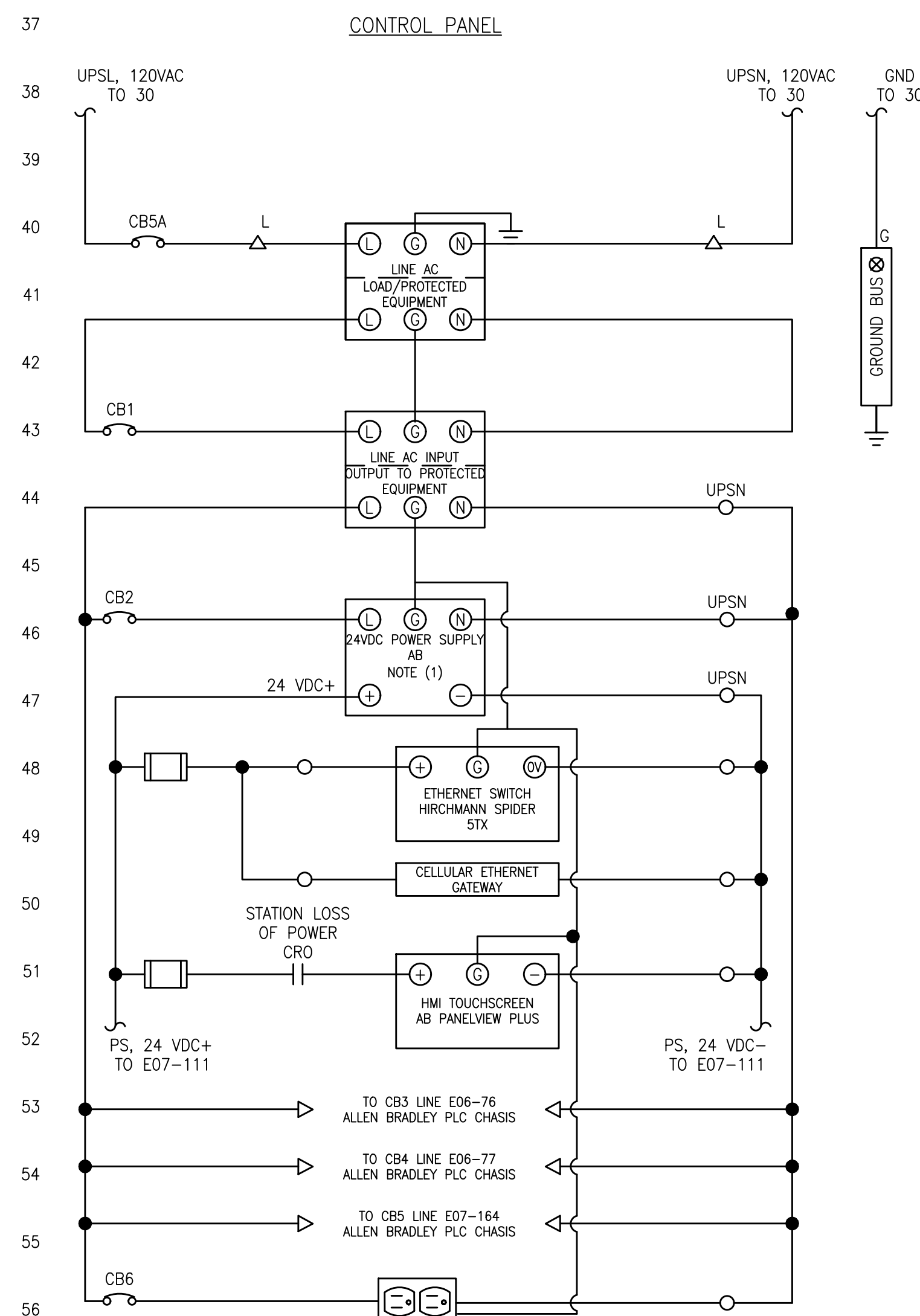
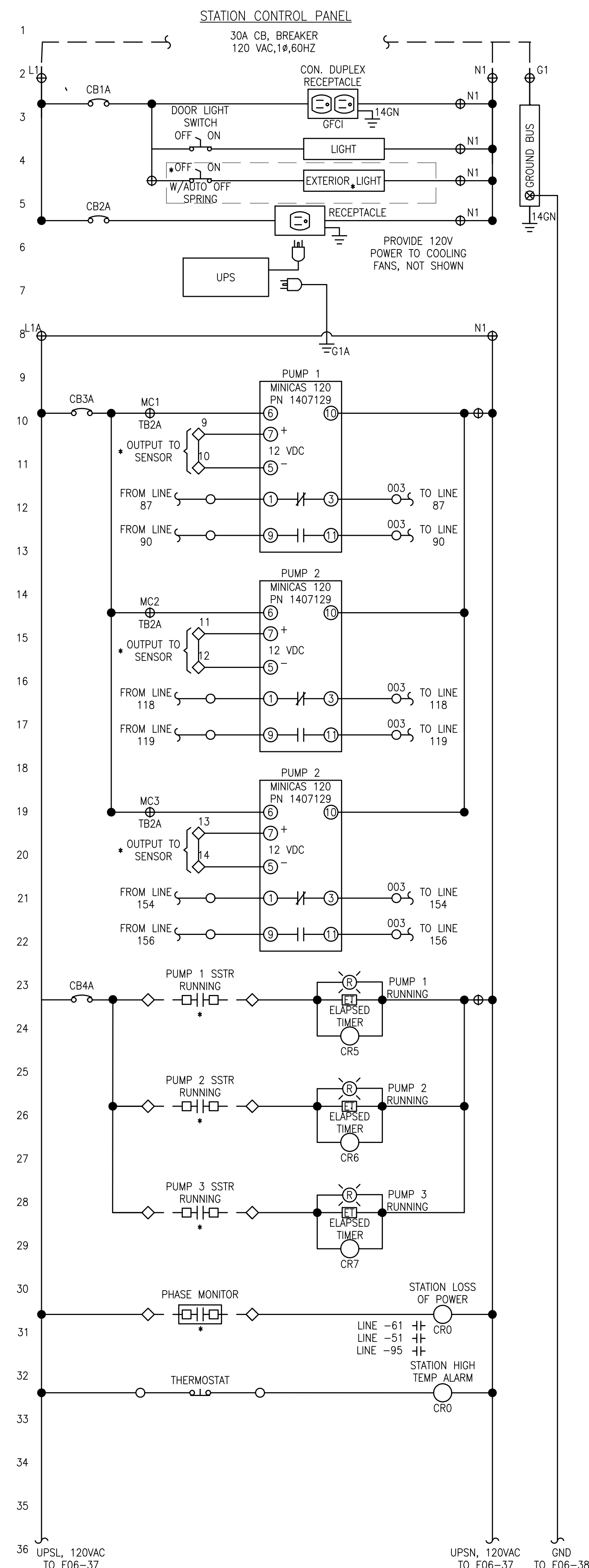


The logo for C&W engineering features a stylized lighthouse on the left. To the right of the lighthouse, the text "C&W engineering" is written in a large, bold, serif font. Below this, "ELECTRICAL CONSULTANTS" is written in a smaller, bold, sans-serif font. Further down, the address "2775 VISTA PARKWAY, SUITE G6" and "WEST PALM BEACH, FL. 33411" are listed, followed by the phone number "(561) 642-5333". At the bottom, the text "REGISTRATION NUMBERS" is written in a bold, sans-serif font, followed by "C & W ENGINEERING INC. CA# 33315" and "MICHAEL A. GUIDA, P.E. 60755". The entire logo is enclosed in a rectangular border.

C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

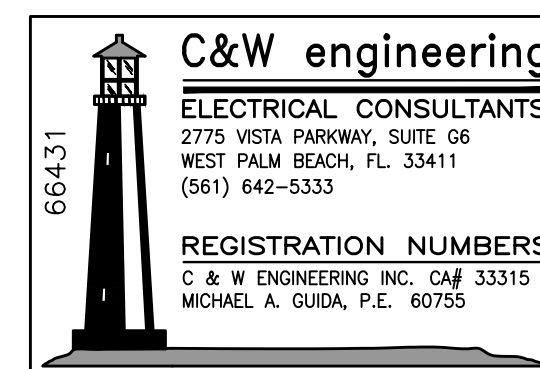
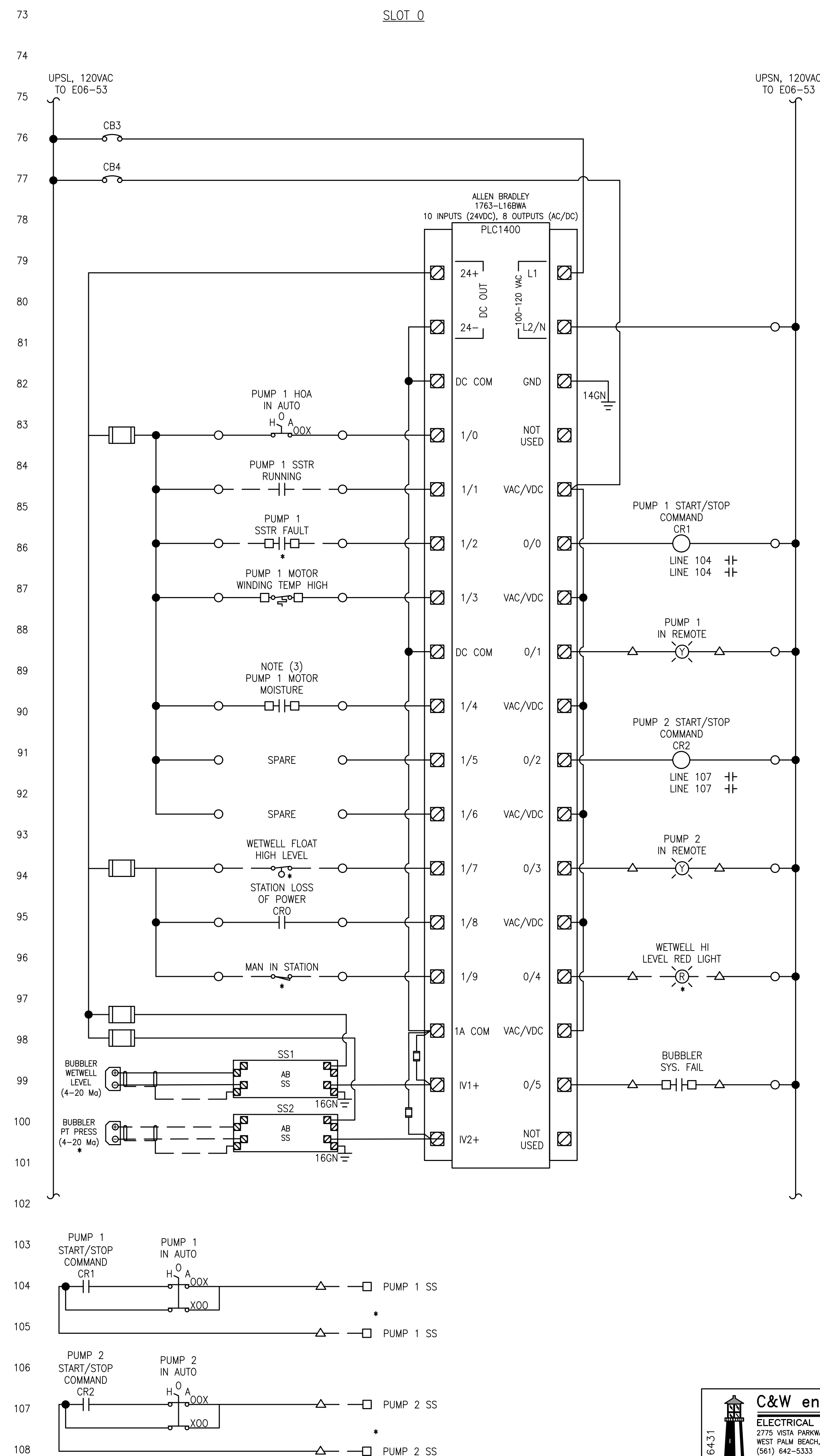
Date	8/10/2021
Designed By	JL
Drawn By	AO
Approved / Checked By	MA
Project Number	14045800

Sheet Number



GENERAL ELECTRICAL NOTES

1. FINAL COMPONENT SIZE AND SELECTION TO BE DETERMINED BY SYSTEM SUPPLIER IN COORDINATION WITH CITY. IF PANEL VIEW PLUS 400 OR 600 IS REQUIRED, CHANGE POWER SUPPLY TO AB MODEL 1606-XLP100E.
2. SIERRA MODEL RAVEN XE V2221E-V CELLULAR RADIO TO BE PROVIDED AND CONFIGURED BY CITY.
3. PUMP SEAL FAIL RELAY, PER SPEC OF PUMP MANUFACTURER.
4. * DENOTES COMPONENT MOUNTED OUTSIDE CONTROL PANEL.
— DENOTES FIELD WIRING OUTSIDE CONTROL PANEL.
○ TB1 TERMINAL BLOCK.
○ TB2 TERMINAL BLOCK.
○ TB3 TERMINAL BLOCK.
⊕ TB2A TERMINAL BLOCK.
◇ TB3A TERMINAL BLOCK.



Project Name

**LAS OLAS
MARINA
PUMP
STATION**

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FORT LAUDERDALE, FLORIDA

Client **LAS OLAS SMI, LLC**
17330 PRESTON ROAD
SUITE 220A
DALLAS, TX 75252



Consultants

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ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

[illegible]

Date 8/10/20

Designed By	JL
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Drawn By AC

Approved / Checked By MA

Project Number	1404580
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60755

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Project Phase	FINAL
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Sheet Title

CONTROL PANEL
SCHEMATICS

Sheet Number

1-4



FORT LAUDERDALE, FLORIDA



SUNTEX MARINAS


C & W ENGINEERING
ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Date	8/10/20
Designed By	JL
Drawn By	AC
Approved / Checked By	MA
Project Number	1404580

Project Phase

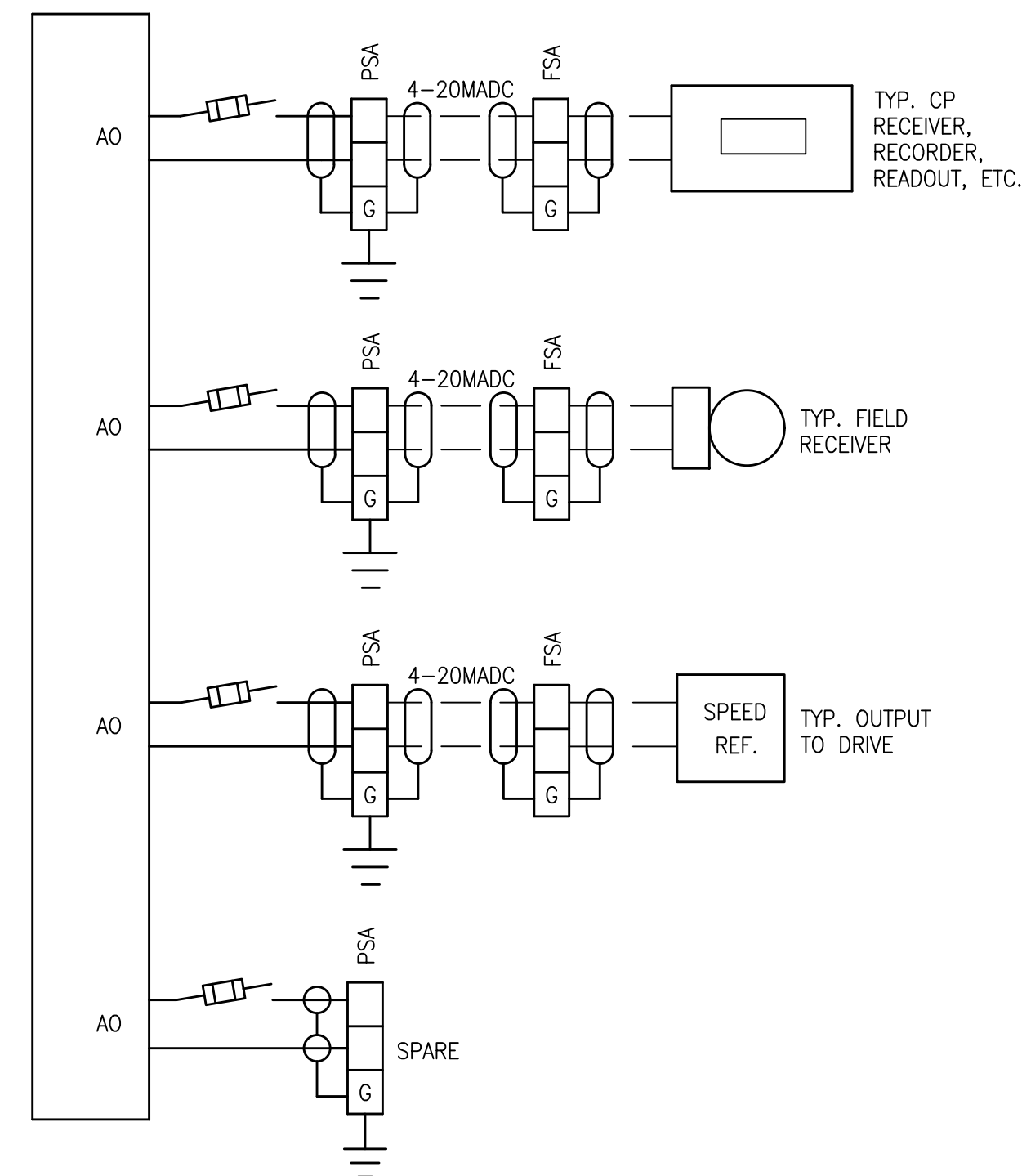
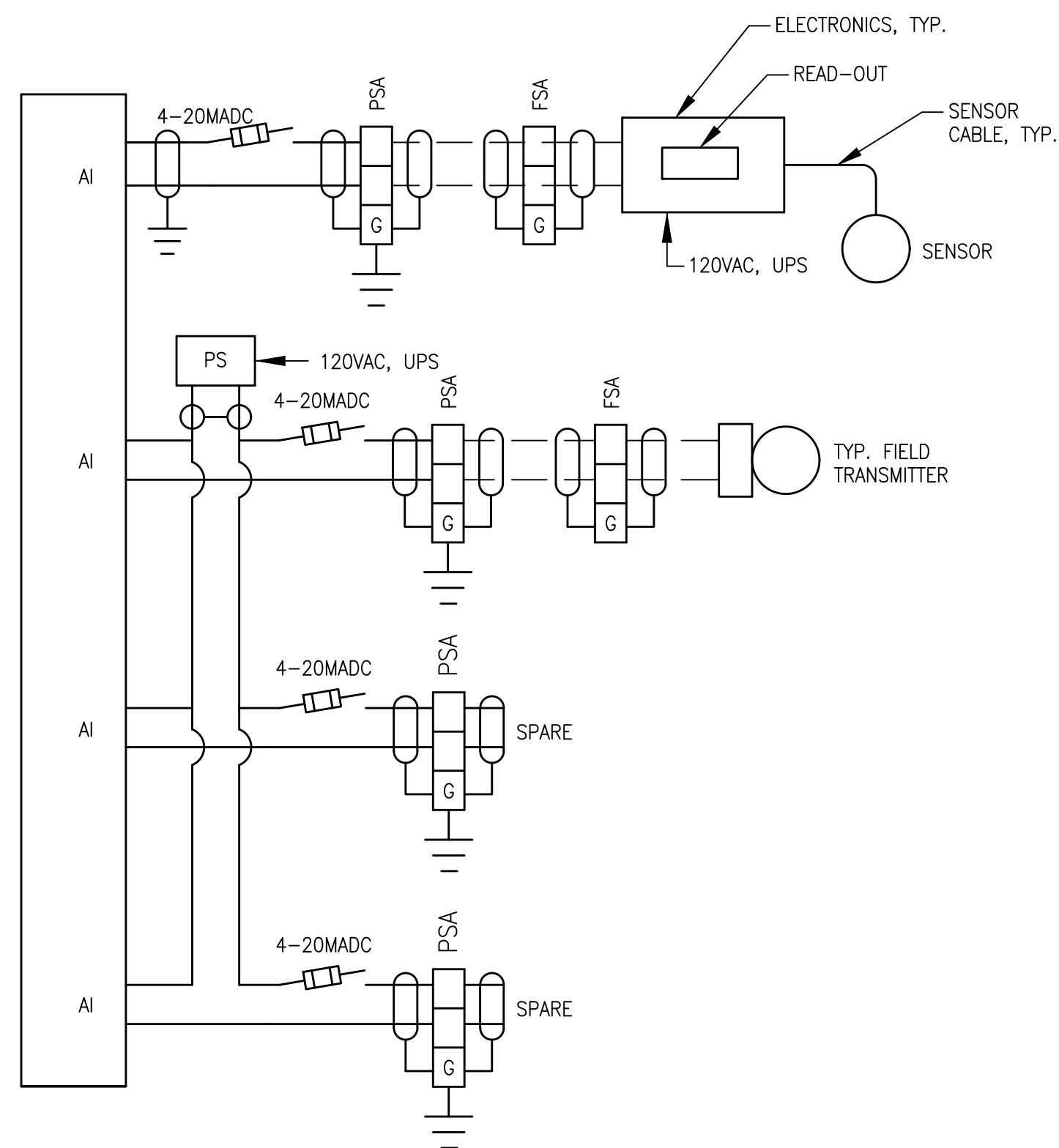
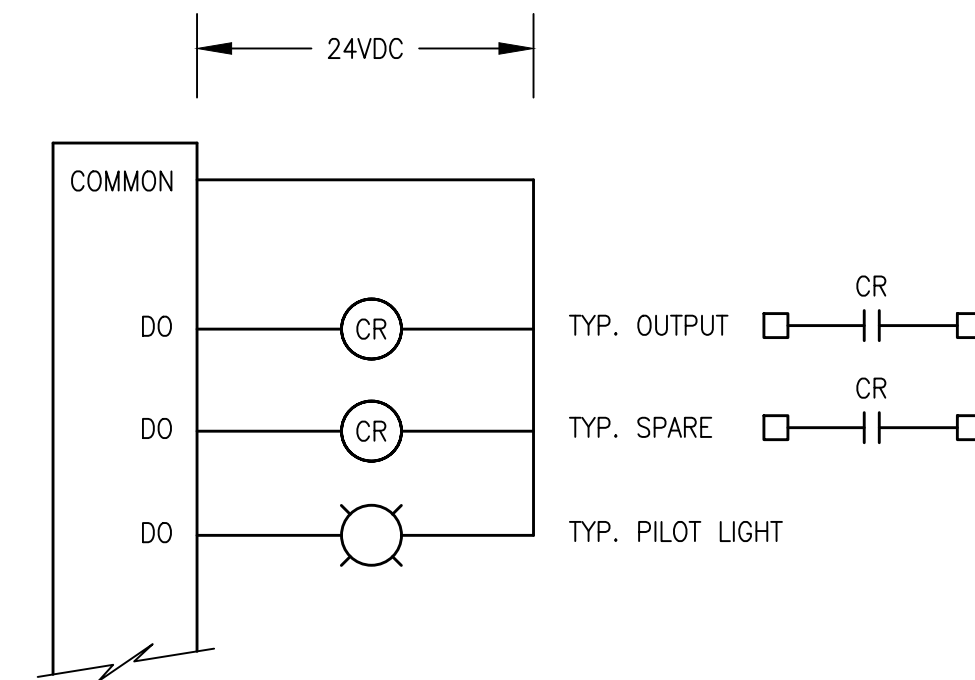
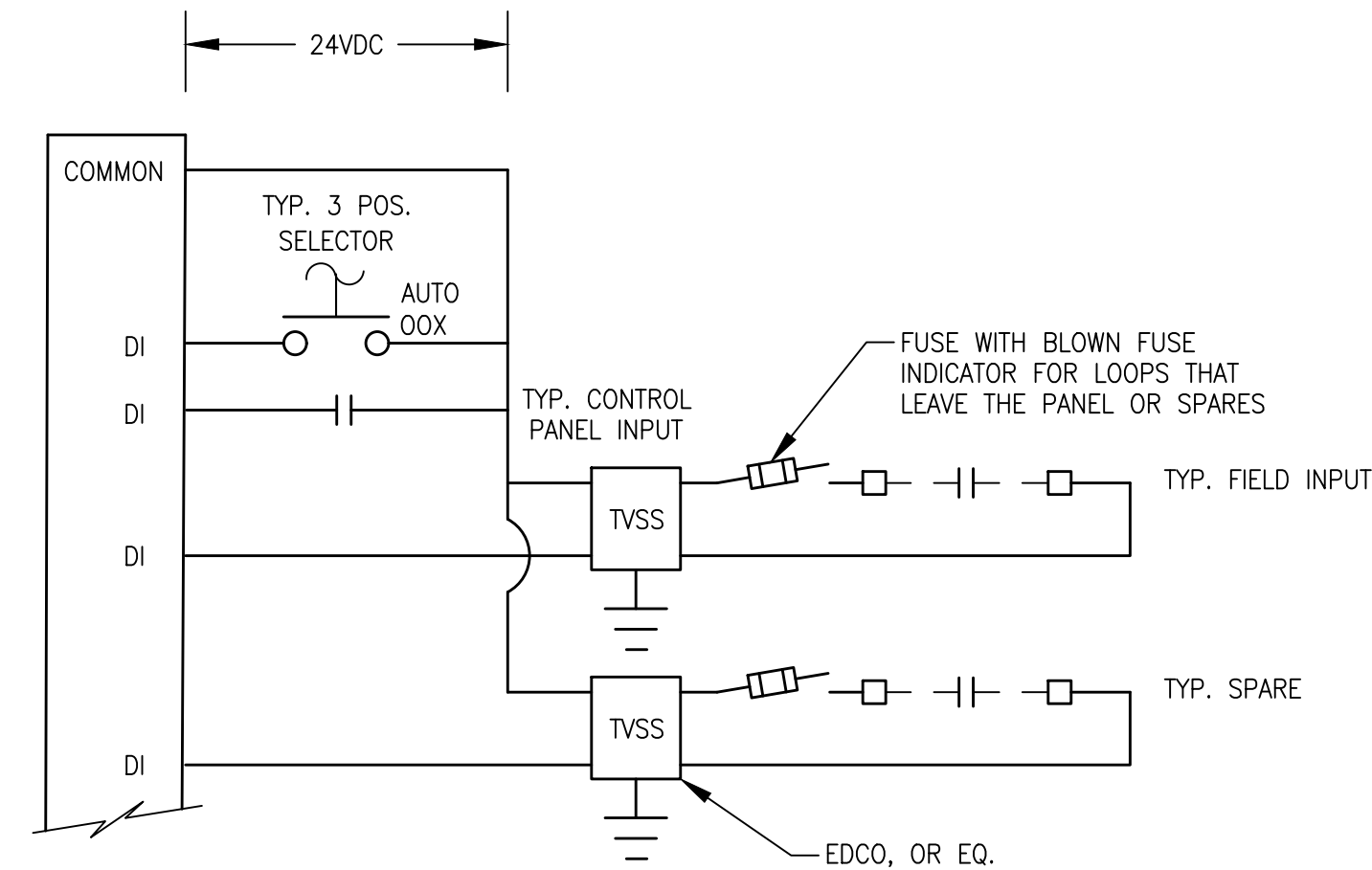
Sheet Number

66431



C&W engineering
ELECTRICAL CONSULTANTS
2775 WISTA PARKWAY, SUITE C6
WEST PALM BEACH, FL. 33411
(561) 642-5333

REGISTRATION NUMBERS
C & W ENGINEERING INC. CAF 33315
MICHAEL A. GUIDA, P.E. 60755



Project Name

LAS OLAS MARINA PUMP STATION

FORT LAUDERDALE, FLORIDA

Client

LAS OLAS SMI, LLC
17330 PRESTON ROAD
SUITE 220A
DALLAS, TX 75252



Consultants

KIMLEY HORN

CIVIL ENGINEER
1615 S. CONGRESS AVE. SUITE 201
DELRAY BEACH, FL 33445

C & W ENGINEERING

ELECTRICAL
2775 VISTA PARKWAY
WEST PALM BEACH, FL 33411

[illegible]

Date	8/10/2020
Designed By	JLR
Drawn By	AOD
Approved / Checked By	MAG
Project Number	140458000

THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY MICHAEL GUIDA, P.E.
60755 ON 2020/04/30 USING A DIGITAL
SIGNATURE. PRINTED COPIES OF THIS
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Seal

MICHAEL A. GUIDA
60755

KHA PROJ #: 14045800

Project Phase

FINAL

Sheet Title

STANDARD LOOP DIAGRAMS

Sheet Number

-6

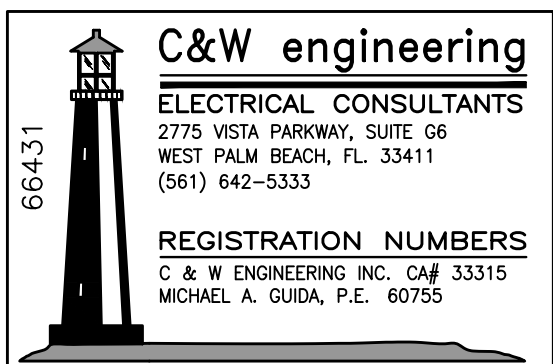


EXHIBIT B

Las Olas Marina - Pump Station D-31 Replacement - Budget Estimate

Activity	Description	Budget
Cut & Cap Existing Conflicting Utilities	- AT&T and Water	7,643
FPL	- Installation of new 3-phase transformer	15,000
Excavation and Shoring of Existing 18" Force Main for New Lift Station Tie-in	- Includes night work and vac truck	54,007
Tappling Sleeve	- Install new 10"x18" Tapping Sleeve and Valve in existing 18" Force Main (location SS-7)	39,690
	- Install 15" Sanitary Sewer along Birch Road from SS-2 to SS-5 plus 20 LF tie-in to an existing Manhole; includes night work and vac truck	169,103
Sanitary Sewer Main Line		
Pump Station	- Wet well, pump station equipment, etc.	1,593,550
Stucco Finish	- Light texture stucco finish to exposed CIP Concrete Foundation/Retaining Walls	7,854
Dewatering	- Allowance	100,000
Lift Station Fence and Gates	- 6.5 ft. tall with 1"x4" aluminum slats	42,435
Demolition of Existing Lift Station	- Includes bond	373,146
	- Full time, senior level field supervisor for coordination oversight, quality control, schedule monitoring, and field documentation	
General Conditions		264,146
Subtotal		2,666,574
Contingency Allowance		60,921
GL Insurance		45,868
Fee		97,735
Subtotal		2,871,098
Bond		28,902
Total (Rounded)		\$ 2,900,000.00

Qualifications & Assumptions

- 1 Pricing assumes that no predrilling for lift station well excavation will be required.
- 2 Pricing excludes unforeseen concealed or subsurface conditions.
- 3 Pricing is subject to change due to increasing material prices until contract has been fully executed after all required permits are issued, and an NTP is in place for this scope of work.
- 4 Pricing assumes one mobilization per subcontractor.
- 5 Pricing assumes dewatering wells will be installed and fully approved by all authorities having jurisdiction for temporary construction dewatering operations prior to the start of this work.
- 6 Pump Station pricing is based on drawing package "City of Fort Lauderdale, Wastewater Pump Station D-31 REPLACEMENT, Las Olas Marina, Fort Lauderdale, Florida by Kimley Horn, dated 8/7/2020, FINAL", and per approved
- 7 Pump Station is included as a turnkey subcontract scope of work for the structure and equipment fully installed and operational.
- 8 Removal or relocation of FPL's overhead lines, pole, or transformer at the new lift station location is not included.
- 9 Trade permit fees and inspection fees are not included.
- 10 Schedule impacts and related costs due to weather conditions or interruptions by third parties are not included.
- 11 Retaining wall reinforcement assumes a maximum of 28 lbs. of rebar per LF of wall.
- 12 The GMP assumes work will be allowed in the wet.
- 13 Engineering and Testing (soil, air, water) are excluded.
- 14 Vibration monitoring and Pre-construction survey are excluded.
- 15 Pricing assumes that underground utilities are accurately located by 811 Services, and at the depth indicated in the Civil plans.
- 16 Pump Station screening enclosure is priced per details #5 and #6 on L2-4.03 dated 12/08/2020 Slats shall be 1" x 4".
- 17 Soil, air, and water testing excluded.
- 18 Pricing excludes final landscaping of the Pump Station "island". This will be priced when final LS plan is issued and approved
- 19 Assumes full closure of Birch Road in the new lift station work zone for the duration of that work.