This instrument was prepared by:
Name: Michael W. Larkin, Esq.
Bercow Radell Fernandez
Larkin & Tapanes, PLLC
Address: 200 S. Biscayne Blvd., Suite 850
Miami, Florida 33131

DECLARATION OF RESTRICTIVE COVENANTS REGARDING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY

KNOW ALL BY THESE PRESENTS that the undersigned SUKKAH MIAMI BEACH ACQUISITIONS LLC ("Owner") hereby makes, declares and imposes on the land herein described, covenants running with the title to the land, which shall be binding on Owner, its heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them (the "Declaration") and in favor of the City of Miami Beach, Florida, a municipality of the State of Florida ("City").

WHEREAS, Owner holds fee simple title to certain property located at 4000 Collins Avenue, City of Miami Beach Florida, identified by Miami-Dade County Folio No. 02-3226-001-1930, and more particularly described on **Exhibit "A"** attached ("Property");

WHEREAS, Owner has obtained certain development approvals ("Development Approvals") from the City in connection with the redevelopment of the Property as a hotel development;

WHEREAS, City requires that Owner design, construct, and install landscaping and associated improvements on the Property and in certain portions of the public right-of-way abutting the Property ("Improvements"), in accordance with the Hardscape Plan, Planting Plan, Plant List and Specifications, Irrigation Plan, Irrigation Specifications, and Lighting Plan reviewed and approved by the City and prepared by Charles H. Benson & Associates Architects, P.A. ("Plan") attached hereto as **Exhibit "B"**;

WHEREAS, portions of the roads abutting the Property ("Right-of-Way Area") are subject to a Landscape, Irrigation and Bonded Aggregate Paving Maintenance Memorandum of Agreement with the City of Miami Beach dated __ day _____, 2020, and State of Florida Department of Transportation ("Agreement") attached hereto as **Exhibit "C"**;

WHEREAS, Owner, has applied to the City for permission to install the Improvements within the Right-of-Way Area, according to the Plan, and Owner has

agreed to bear all costs related to the Agreement and the installation, maintenance, and repair of the Improvements; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, including consideration of the Development Approvals, Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants with the land and binding upon Owner of the Property and its successors in interest and assigns, as follows:

1. **Recitals.** The foregoing recitals and findings set forth in the preamble of this Declaration, together with all capitalized terms defined therein, are hereby adopted by reference thereto and incorporated herein as if fully set forth herein.

2. **Covenants Running with the Land.** Owner covenants and agrees as follows:

a) To install and maintain the Improvements as depicted in Exhibit "B", at Owner's sole cost and expense;

b) To replace, restore and/or repair the Improvements, as depicted in Exhibit "B," at Owner's expense, in the event the City must issue an underground utility or right-of-way permit for work in the Right-of-Way Area;

c) To hereby grant to the City the right to remove, add, repair, maintain, and replace, or require that the Owner remove, add, repair, maintain, and replace, any of the Improvements within the Right-of-Way Area, at Owner's sole expense, in the event the City determines in its reasonable discretion that such action is required;

d) To add the City as additional named insured on the Certificates of Insurance for Commercial General Liability Insurance, including Products-Completed Operations and Contractual Liability, in an amount not less than $1,000,000.00 combined single limit per occurrence, and $2,000,000.00 in the aggregate, for bodily injury and property damage, and Workmen's Compensation as required by law;

e) In the event Owner fails to perform any work as required under this Declaration, City has the right to remove and repair the Improvements, and/or restore the area within the Right-of-Way Area where the Improvements are located, and charge Owner the direct and actual our of pocket costs associated with all such work. In the event that Owner fails to pay for the work performed by the City within forty-five (45) days of Owner's receipt of invoice, City may impose a lien against the Owner's Property, consistent with applicable law, and/or file a collection action in Circuit Court. If the City elects to impose a lien on Owner's

Property, City will provide prompt written notice to Owner's mortgagee, as shown in the Consent of Mortgage and Subordination of Mortgage attached hereto; and

f) To be bound by all the City's responsibilities imposed under the Agreement for that portion of the Right-of-Way Area within which the Improvements are located, and to be bound by the City's ordinances and Land Development Regulations. Owner agrees that it shall remain responsible for all costs associated with the Agreement, including the installation, maintenance, and repair responsibilities for the Improvements, and to the extent required, reimburse the City for all the City's costs incurred pursuant to the Agreement.

3. Term. This voluntary Declaration shall remain in full force and effect and shall be binding upon the Owner of the Property, and Owner's successors in interest and assigns, for an initial period of thirty (30) years from the date this instrument is recorded in the public records, and shall be automatically extended for successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

4. Modification. This Declaration may be modified, amended or released as to any portion of the Property, by a written instrument executed by the then Owner of the fee-simple title to the land to be affected by such modification, amendment or release, providing that same has been approved by the City. In the event this instrument be so modified, amended or released, the City shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.

5. Recording. This Declaration shall be recorded in the Public Records of Miami-Dade County, Florida at the cost of the Owner.

6. Inspection. It is understood and agreed that any official inspector of the City may have the right, upon reasonable prior written notice to Owner, at any time during normal working hours, to enter and investigate the use of the Property, to determine whether the conditions of this Declaration are being complied with.

7. Indemnification. Owner, and its successors and assigns, hereby agree to indemnify, defend, release and hold harmless the City, its officers, and employees from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments of any nature (including, without limitation, attorneys' fees and costs), through all trial and appellate levels, recovered from or asserted against the City that may arise by virtue of, or in connection with, the Improvements, the installation or maintenance of the Improvements, the Agreement, or otherwise by virtue of the City permitting the Owner to install and maintain the Improvements, including the costs of any suits, attorney's fees, and other expenses in connection therewith, including trial and appeals therefrom, except not including for City's willful misconduct or gross negligence. Nothing in this Declaration shall be construed to increase or otherwise waive any limits of liability or immunity afforded to the City under the laws of the State of Florida, including, without

limitation, the limitations of liability and immunities set forth in Section 768.28 of the Florida Statutes.

8. **Obligation**. Owner acknowledges that the City shall have no financial and/or other obligation and/or liability for the maintenance of the Improvements (including, without limitation, any liability for improper or inadequate maintenance by Owner); these are the sole obligations of Owner to maintain. Additionally, it is the intent of the parties hereto that no third party beneficiary rights are created or acknowledged through this Declaration

9. **Notice**. All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by Owner or the City pursuant to this Declaration shall be in writing and addressed as follows:

If to Owner:	SUKKAH MIAMI BEACH ACQUISITIONS LLC CORPORATE CREATIONS NETWORK INC. 801 US HIGHWAY 1 NORTH PALM BEACH, FL 33408
With copies to:	Bercow, Radell Fernandez Larkin & Tapanes, PLLC Attn: Michael W. Larkin, Esq. 200 S. Biscayne Boulevard, Suite 850 Miami, Florida 33131
If to the City:	City of Miami Beach Attn: City Manager 1700 Convention Center Drive, 4th Floor Miami Beach, Florida 33139
With copies to:	City of Miami Beach Attn: Public Works Director 1700 Convention Center Drive, 4th Floor Miami Beach, Florida 33139

Each Party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent.

10. **Headings**. The section headings of this Declaration are for convenience of reference only and do not form a part of this Declaration and do not in any way modify, interpret, or otherwise affect the intentions of the Parties.

11. **Governing Law**. This Declaration shall be governed by, and constructed in accordance with, the laws of the State of Florida without regard to its conflicts of law principles.

12. **Execution.** This Declaration may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

13. **Severability**. If any one or more of the provisions of this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable, and enforceable.

14. **Miscellaneous.**

a) Effectiveness. This Declaration shall become effective as of and only as of its execution and delivery by each of Owner and City.

b) This Declaration shall be recorded in the Public Records of Miami-Dade County, Florida, at the cost of Owner.

c) Complete Understanding. This Declaration represents the complete understanding between Owner and City as to the subject matter hereof, and supersedes all prior negotiations, representation, guarantees, warranties, promises, statements, or agreements, either written or oral, between Owner and City.

d) Amendment. This Declaration may be amended by and only by an instrument executed and delivered by each of Owner and City.

e) Waiver. Neither owner or City shall be deemed to have waived any right which they hold hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by either Owner or City in exercising any such right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance or any other right.

f) Construction. As used herein, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, and (iii) to any Section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section, subsection, paragraph, or subparagraph of this Declaration.

g) Binding Effect. Except as otherwise provided in this Declaration, this Declaration shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their heirs, executors, administrators, successors, legal representations and permitted assigns.

h) This Declaration shall be enforceable in Miami-Dade County, Florida. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Declaration shall be Miami Dade County, Florida. BY ENTERING INTO THIS DECLARATION, THE OWNER AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS DECLARATION.

i) Enforcement Costs. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with an provision of this Declaration, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, court costs, sales and use taxes and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any relief to which such Party or Parties may be entitled. Attorneys' fees shall including, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party (including any fees and costs associated with collecting such amounts).

[EXECUTION PAGE(S) FOLLOW]

IN WITNESS WHEREOF, each party has caused this Declaration to be properly executed as of the date identified below its signature.

_____ _____

City Attorney Date
City of Miami Beach

_____ _____

City Public Works Director Date
City of Miami Beach

Witnesses:

_____ SUKKAH MIAMI BEACH ACQUISITIONS LLC,
a Delaware limited liability company

Name:_____

_____ By: _____

Name:_____ _____
Name, Title

STATE OF _____

COUNTY OF _____

BEFORE ME, a Notary Public in and for said County and State, this following instrument was acknowledged by means of __ physical presence or __online notarizations on this _____ day of _____, 2020 by _____, as _____ of SUKKAH MIAMI BEACH ACQUISITIONS LLC, a Delaware limited liability company on behalf of such company, who is personally known to me or produced _____ as identification, and acknowledged to me that s/he executed same as a free and voluntary act and deed for the uses and purposes therein set forth.

_____ Notary Stamp:
(Signature)

_____
(Print Name)

JOINDER BY MORTGAGEE CORPORATION

The undersigned **IBERIABANK,** a Louisiana state-charted bank, having its principle place of business at 1315 West Indiantown Road, Jupiter, Florida, and Mortgagee under that certain mortgage from **SUKKAH MIAMI BEACH ACQUISITIONS LLC,** a Delaware limited liability company dated the 7th day of September, 2018, and recorded in Official Records Book 31140, Page 4030 of the Public Records of Miami-Dade County, Florida, as amended by the SECOND MODIFICATION AND CONFIRMATION OF MORTGAGE, NOTE AND LOAN DOCUMENTS AND NOTICE OF FUTURE ADVANCE AGREEMENT, dated the 20th day of December, 2019, and recorded in Official Records Book 31742, Page 3410, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing DECLARATION OF RESTRICTIVE COVENANTS REGARDING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY ("Declaration"), does hereby acknowledge that the terms of this Declaration is and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this _ day of ....., 2020.

Witnesses:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

IBERIABANK
Name of Corporation
Address:
1315 West Indiantown Road
Jupiter, Florida 33458

By: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
(President, Title)

Print Name: .....

STATE OF _____
COUNTY OF .....

The foregoing instrument was acknowledged before me by means of _ physical presence or online notarization this day of_____, 2020, by_____as_____of IBERIABANK, a Louisiana state-charted bank, on behalf of such company, who is personally know to me or produced_____as identification.

_____
(Signature)

Notary Stamp:

_____
(Print Name)

My Commission Expires:_____
Serial No., if any:_____

My Commission Expires: _____
Serial No., if any: _____

Exhibit "A"

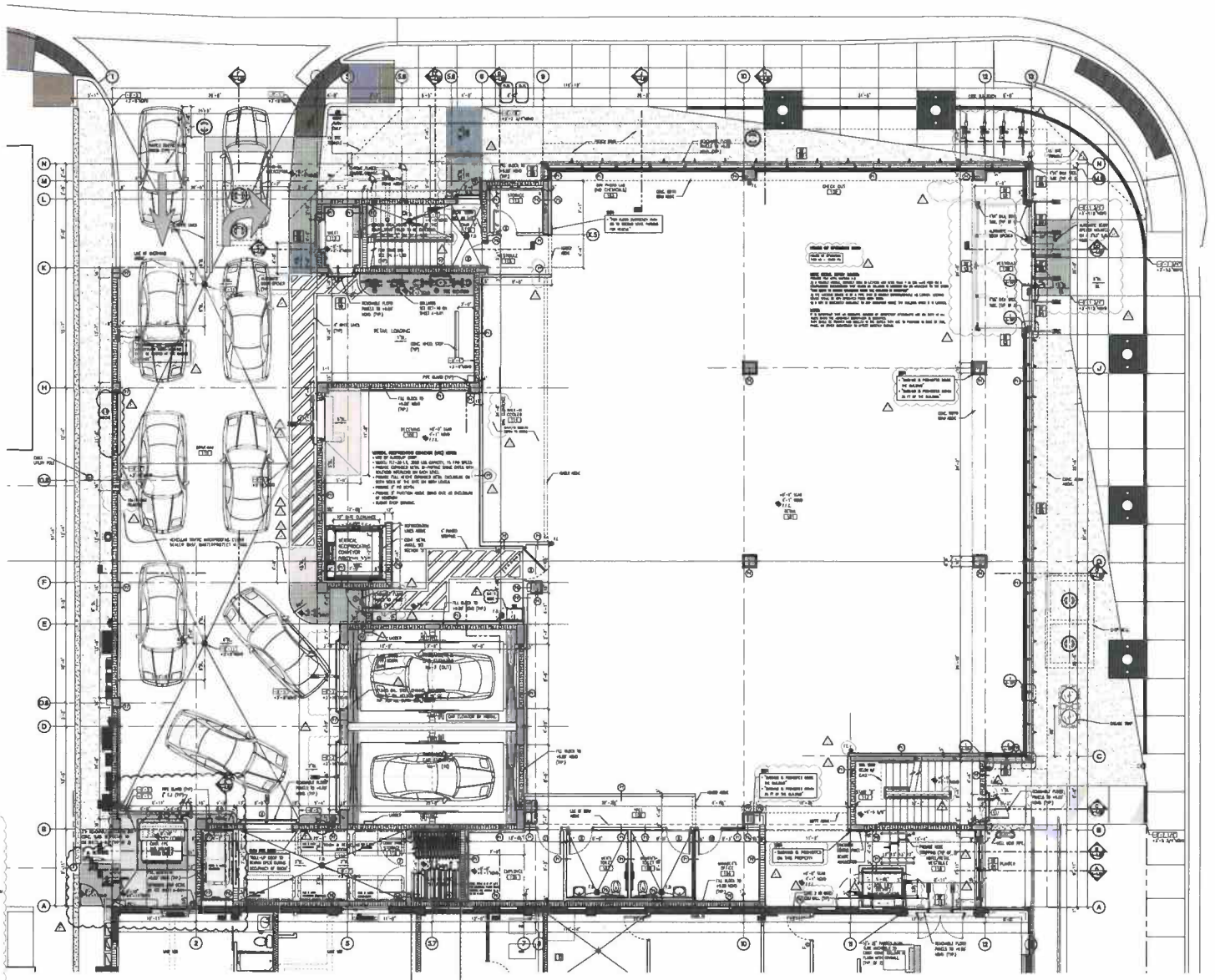
Property

LEGAL DESCRIPTION

Lots 10 thru 15 inclusive, Block 34, LESS a part of lot 13 at the Northeasterly corner thereof, bounded by tangents to an arc of a circular curve having a central angle of 90°00'00", a radius of 20.00 feet, said excepted part of lot 13 recorded in Deed Book 2723, at Page 294, MIAMI–DADE COUNTY, FLORIDA, all shown on the AMENDED MAP OF THE OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT CO, Plat Book 5, at Page 8, of the Public Records of Miami–Dade County, Florida.

Exhibit "B"

Plan



FLOOD PANEL
ELEVATED
FLOOR PLAN
SCALE: 3/8" = 1'-0"

GROUND LEVEL
FLOOR PLAN
SCALE: 3/8" = 1'-0"

LEGEND

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

ISSUED FOR PERMIT 05/29/2018
ISSUED FOR BIDDING 03/21/2018
ISSUED FOR CONSTRUCTION

CLIENT
SONESTA MIAMI BEACH ACQUISITIONS LLC
[illegible]

LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
[illegible]

STRUCTURAL ENGINEERS
DIXON & COMPANY, INC.
[illegible]

MEP ENGINEERS
HENDERSON ENGINEERING
[illegible]

CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
[illegible]

Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA, 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
1680 WASHINGTON AVE. 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T. 305 532 6161 / F. 305 532 6151
ARCHITECTURE LICENSE No. AA 14027
NCARB CERTIFICATE No. 42138

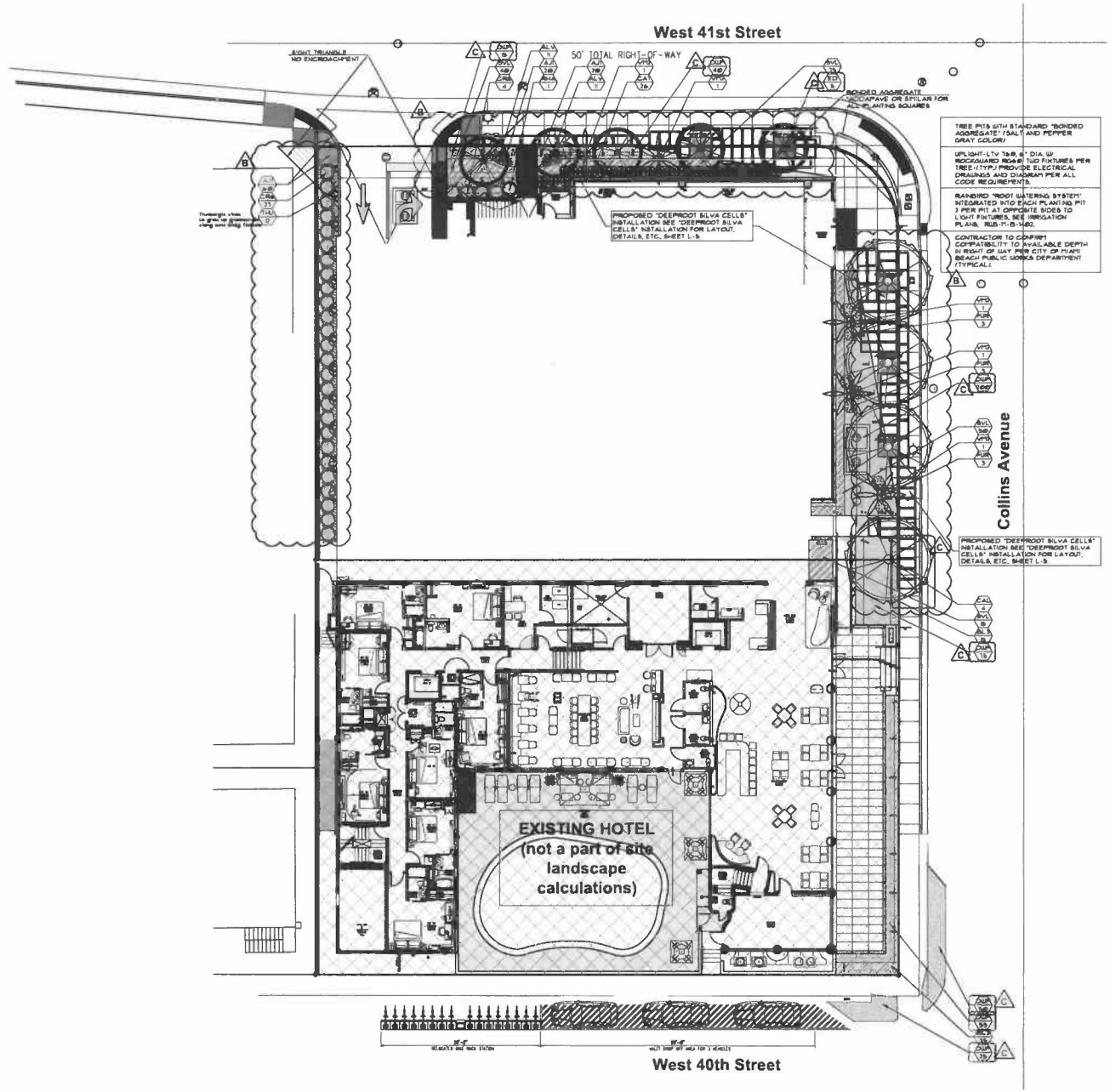
Seal
STATE OF FLORIDA
CHARLES H. BENSON
REGISTERED ARCHITECT
AR0014073

Revised
1 6-7-2018
2 PLANS PERMITS SUBMITTAL
3 8-30-2018
4 STAFF PERMITS SUBMITTAL
5 9-28-2018
6 CITY COMMENTS
7 10-26-2018
8 CITY COMMENTS
9 11-16-2018
10 CITY COMMENTS

GROUND LEVEL FLOOR PLAN

21612 | 10/10/2017

A-1.01



CITY OF MIAMI BEACH

LANDSCAPE LEGEND

	REQUIRED/ ALLOWED	PROVIDED
OPEN SPACE		
A. Square feet of required Open Space as indicated on site plan		
Lot area = 12,675 s.f. x 20 % = 2,740 s.f.	2,740	1,813
B. Square feet of parking lot open space provided as indicated on site plan		
Number of parking spaces ____ x 125 s.f. parking space =	N/A	N/A
C. Total square feet of landscaped open space required: A+B=	2,740	1,813
MAIN MASS (MAXIMUM)		
A. Square feet of landscaped open space required		
B. Maximum Lawn area (Lawn permitted = 0.25) % x ____ s.f.	MAX	
TREES		
A. Number of trees required per 1st or min lot size, less existing number of trees meeting minimum requirements: 2 trees / 1,000 s.f. net lot acres - number of existing trees	25	0
B. % Native required. Number of trees provided x 50% =	13	13
C. % Low Maintenance / drought and salt tolerant required. Number of trees provided x 50%=	13	13
D. Street Trees (maximum average spacing of 30' o.c.) 350 linear feet along street divided by 30 =	11	11
E. Street tree species allowed (strictly some old paved lines (maximum average spacing of 30' o.c.) ____ linear feet along street divided by 30 =	N/A	N/A
SHRUBS		
A. Number of shrubs required: Sum of tot and street trees required x 22 =	432	521
B. % Native shrubs required. Number of shrubs provided x 50%=	136	261
LARGE SHRUBS OR SMALL TREES		
A. Number of large shrubs or small trees required. Number of required shrubs x 50%=	68	91
B. % Native large shrubs or small trees required. Number of large shrubs or small trees provided x 50%=	34	91

LANDSCAPE CODE TREE MITIGATION DEFICIT:
13 TREE SHORTFALL (4 STREET TREE + 9 LOT TREES)
TO BE MITIGATED AS A PAYMENT TO THE CITY OF MIAMI BEACH TREE TRUST FUND.
$30,000 (AT $2,500 PER TREE)

TREE MITIGATION PLANTLIST

SYM.	NATIVE *	NAME	BOTANICAL NAME	SPECIFICATION	
MITIGATION DEFICIT FOR LANDSCAPE CODE DEFICIT: 12 TREES					
STREET TREES: 4 (REQUIRED 13, PROVIDED 9)					$ 10,000.00
LOT TREES: 8 (REQUIRED 8, PROVIDED 0)					$ 20,000.00
SUBTOTAL 2 LANDSCAPE CODE MITIGATION DEFICIT: $30,000 (12 TREES X $2,500)					$ 30,000.00
TOTAL:					$ 30,000.00
PAYMENT TO BE MADE TO THE CITY OF MIAMI BEACH TREE TRUST FUND					

PLANTLIST

SYM.	NATIVE *	NAME	BOTANICAL NAME	SPECIFICATION
PROPOSED TREES				
CAL	4	SWEET BEAUTY BAY	CALOPHYLLUM BRASILIENSE	16' - 18' HT, 4" CAL. B & B
ED	b	JAPANESE BLUEBERRY	Elaeocarpus decipiens	STD. 5" HT, 1" CAL. -SECKER TREE FARM
PALMS				
VPO	b	MONTGOMERY PALMS	Veitchia montgomeryana	DBL. TK, RO, 18' o.a., full mat.
SHRUBS				
CRB/ YEB	31	SMALL-LEAVED CLUSIA	Clusia guttifera	5' Ht, 48" @C., FTB
DWP	46@	DWARF PITTOSPORUM	Pittosporum t. 'Wheeler Dwarf'	3 gal, 18" x 18", 8"o.c. full
ACCENT PLANTS AND GROUNDCOVERS				
ALV	33	AECHMEA "ALVAREZII"	Aechmea spp.	9" pot, 0" o.c. GRANTS FARM
CAT	2@	CAT PALMS	Copernicia albicaulis	1 gal, 36" x 24", 36" o.c.
BLI	9@	BLUEBERRY FLAX LILY	Dianella tasmanica	3 gal, 0" x 18", 18" o.c. full
PUM	6	DWARF PALM 'ADONIS'	Pygmaeopalm lindeniana	15 gal, 4' x 4', full specimen
RHA	1	LADY PALM	Rhapis excelsa	5'o.a, FTG., run doubleload
SVL	1@@	SANSEVIERIA 'LAURENTII'	Sansevieria trifasciata	3 gal, 18" x 0", 18" o.c. full
THU	0	BLUE SKY THUNBERGIA	Thunbergia grandiflora	3 gal, 24" x 18", full, 7 ladders
AJI	1@@	ASIATIC JASMINE	Trachelospermum asiaticum	1 gal, 0" o.c.
TOPSOIL:		TOPSOIL-SAND MIX	Sub-bid TOPSOIL-SAND MIX, SPREAD IN PLACE	
3@ C.Y.		TREES, PALMS, SHRUBS AND GROUNDCOVERS		
MULCHING:				
5 C.Y.+/-		"PINE BARK" MULCH	3" DEPTH, SPREAD IN PLACE, ATLAS PEAT AND SOIL	
			PROVIDE SAMPLE FOR APPROVAL PRIOR TO INSTALLATION	
	---	TOPSOIL, SOD AND MULCH QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR		
		TO PROVIDE A UNIT PRICE PER UNIT AND WILL BE PAID ON THAT UNIT PRICE BASIS		
		UPON FINAL INSPECTION AND APPROVAL.		

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF MIAMI BEACH PRIOR TO REMOVAL OF ANY TREES OR PALMS FROM THIS SITE.

SEE RESPECTIVE LANDSCAPE PLANS, SHEETS L-2 TO L-5 FOR PLANTLIST, LANDSCAPE DETAILS, NOTES, SPECIFICATIONS, ETC.

north

0' 10' 20'

SCALE: 1" = 10'

LEVEL 1 LANDSCAPE PLAN

ISSUED FOR PERMIT 5-20-19
ISSUED FOR BIDDING 7-10-19
ISSUED FOR CONSTRUCTION

CLIENT
SUKKAH MIAMI BEACH ACQUISITIONS LLC
7900 GLADES ROAD SUITE 350
BOCA RATON, FLORIDA 33434
T 561.861.1857 F 561.861.1864

LANDSCAPE ARCHITECT
J.F.S. DESIGN Inc.
1820 NW 76TH TERR.
PEMBROKE PINES FL. 33024

STRUCTURAL ENGINEERS
OKON & COMPANY, INC.
972 WINDSOR BLVD. SUITE 208
VENICE, FLORIDA 34285
T 954.727.8766 F 954.642.8647

MEP/FP ENGINEERS
HENDERSON ENGINEERING
3050 BISCHWOOD PARK DRIVE
TAMPA, FLORIDA 33618 SUITE 180
T 813.397.2700 F 813.977.2178

CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
8123 BISCAYNE BLVD SUITE 208
MIAMI FL 33138
T 786.923.5050 F 786.923.5060

Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
1063 WASHINGTON AVE. 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305.532.6161 F 305.532.6151
ARCHITECT LIC. LICENSE No. AR 14002
NCARB CERTIFICATE No. 42-736

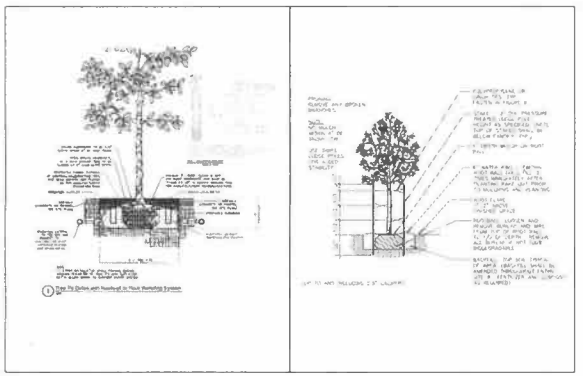
Seal

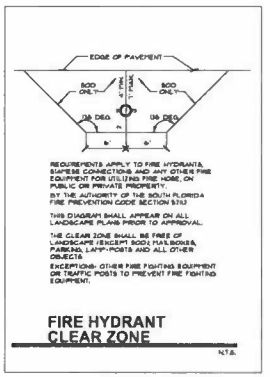
JAMES P. SOCASH
FL.A.* 0008037

Revisions
A 05/13/19 CITY COMMENTS
C 06/14/19 CITY COMMENTS 2ND

21612 | 10/10/2017

L-1





REQUIREMENTS APPLY TO FIRE HYDRANTS, SIAMESE CONNECTIONS AND ANY OTHER FIRE EQUIPMENT FOR UTILIZING FIRE HOSE, ON PUBLIC OR PRIVATE PROPERTY.

BY THE AUTHORITY OF THE SOUTH FLORIDA FIRE PREVENTION CODE SECTION 511.3

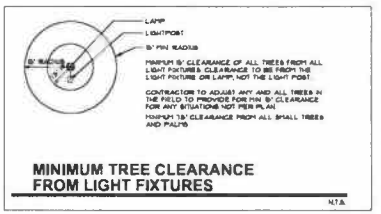
THIS DIAGRAM SHALL APPEAR ON ALL LANDSCAPE PLANS PRIOR TO APPROVAL.

THE CLEAR ZONE SHALL BE FREE OF LANDSCAPE (EXCEPT SOD), MAILBOXES, PARKING, LAMP-POSTS AND ALL OTHER OBJECTS.

EXCEPTIONS: OTHER FIRE FIGHTING EQUIPMENT OR TRAFFIC POSTS TO PREVENT FIRE FIGHTING EQUIPMENT.

FIRE HYDRANT CLEAR ZONE

N.T.S.



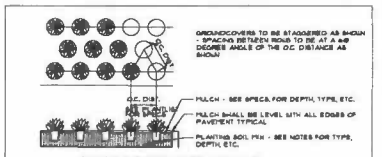
MAINTAIN 8' CLEARANCE OF ALL TREES FROM ALL LIGHT FIXTURES & CLEARANCE TO BE FROM THE LIGHT FIXTURE OR LAMP, NOT THE LIGHT POST.

CONTRACTOR TO ADJUST ANY AND ALL TREES IN THE FIELD TO PROVIDE FOR MIN 8' CLEARANCE FOR ANY SITUATIONS NOT PER PLAN.

MAINTAIN 10' CLEARANCE FROM ALL SMALL TREES AND PALMS

MINIMUM TREE CLEARANCE FROM LIGHT FIXTURES

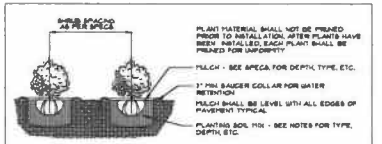
N.T.S.



GROUNDCOVERS TO BE STAGGERED AS SHOWN - SPACING BETWEEN ROWS TO BE AT A 60° DEGREE ANGLE OF THE O.C. DISTANCE AS SHOWN

GROUNDCOVER DETAIL

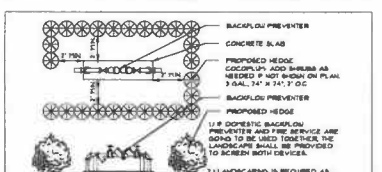
N.T.S.



PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION. AFTER PLANTS HAVE BEEN INSTALLED, EACH PLANT SHALL BE PRUNED FOR UNIFORMITY

SHRUB PLANTING DETAIL

N.T.S.

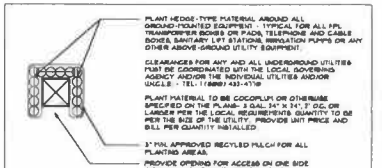


12" DIAMETER BACKFLOW PREVENTER AND FIRE SERVICE ARE GOING TO BE USED TOGETHER, THE LANDSCAPE SHALL BE PROVIDED TO SCREEN BOTH DEVICES.

2:1 LANDSCAPING IS REQUIRED AS PER CHAPTER 32, SECTION 33-B(7a) OF THE MIAMI-DADE COUNTY CODE

TYPICAL PLANTING SCREEN FOR ABOVE-GROUND UTILITIES

N.T.S.



PLANT HEDGE - TYPE MATERIAL AROUND ALL GROUND-MOUNTED EQUIPMENT - TYPICAL FOR ALL FPL TRANSFORMER BOXES OR PADS, TELEPHONE AND CABLE BOXES, SANITARY LIFT STATIONS, IRRIGATION PUMPS OR ANY OTHER ABOVE-GROUND UTILITY EQUIPMENT

CLEARANCES FOR ANY AND ALL UNDERGROUND UTILITIES MUST BE COORDINATED WITH THE LOCAL GOVERNING AGENCY AND/OR THE INDIVIDUAL UTILITIES AND/OR UNCLE - TEL-1(888) 432-4770

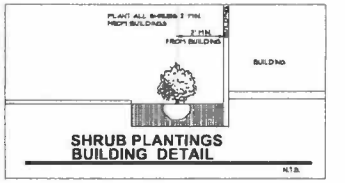
PLANT MATERIAL TO BE COCOPLUM OR OTHERWISE SPECIFIED ON THE PLANS - 3 GAL 24" X 24", 3' O.C. OR LARGER PER THE LOCAL REQUIREMENTS QUANTITY TO BE PER THE SIZE OF THE UTILITY. PROVIDE UNIT PRICE AND BILL PER QUANTITY INSTALLED

3" MIN. APPROVED RECYCLED MULCH FOR ALL PLANTING AREAS.

PROVIDE OPENING FOR ACCESS ON ONE SIDE ONLY - OR AS REQUIRED BY THE UTILITY.

TYPICAL PLANTINGS FOR GROUND-MOUNTED EQUIPMENT

N.T.S.



SHRUB PLANTINGS BUILDING DETAIL

N.T.S.

FERTILIZATION:

ONE COMPLETE APPLICATION OF GRANULAR FERTILIZER SHALL BE APPLIED PRIOR TO FINAL ACCEPTANCE AND APPROVAL BY THE LANDSCAPE ARCHITECT. AN ADDITIONAL FERTILIZATION PROGRAM SHALL BE SUBMITTED TO THE PROJECT MANAGER FOR AN ANNUAL FERTILIZATION APPLICATION PROGRAM. FERTILIZERS SHALL BE PER ATLANTIC - APEC FERTILIZER / CHEMICAL / APEC / OR AN APPROVED EQUAL. CONTRACTOR SHALL SUBMIT FERTILIZATION AS A SEPARATE ITEM IN THE BID

FERTILIZATION SHALL BE AS FOLLOWS: TREES: 8'-0" - 10' HT. / APEC * 13-13-13 RATE: 1 LB. / INCH OF DIA. x DBH PALMS: 8'-0" - 12' HT. / APEC * 17-5-17 RATE: 1 LB. / INCH OF DIA. x DBH SHRUBS AND GROUNDCOVERS: 12"-24" - 6-6-6 APEC * 8-3-8 RATE: 1 LB. / 50 SQ. FT. OF HEIGHT

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 GRADE OR BETTER.

2. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE LOCATION OF AND AVOID AND PROTECT UTILITY LINES, BURIED CABLES, AND OTHER UTILITIES.

3. TREE, PALM, ACCENT AND BED LINES ARE TO BE LOCATED IN THE FIELD AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

4. ALL PLANTING SOIL SHALL BE 50/50 TOPSOIL/SAND MIX, FREE OF CLAY, STONES, ROCKS, OR OTHER FOREIGN MATTER. THIS SPECIFICATION INCLUDES ALL BACKFILL FOR SHRUBS AND OTHER LANDSCAPE AREAS.

SODDED LAWN AREAS
2" DEPTH PLANTING SOIL SPREAD IN PLACE - THROUGHOUT.
GROUNDCOVER PLANTING BEDS:
6" DEPTH PLANTING SOIL SPREAD IN PLACE - THROUGHOUT.
SHRUB AND HEDGE PLANTING AREAS:
12" DEPTH PLANTING SOIL SPREAD IN PLACE - THROUGHOUT.
TREES, PALMS, SPECIMEN PLANT MATERIAL:
24" DEPTH PLANTING SOIL SPREAD IN PLACE, OR TO THE DEPTH OF THE ROOTBALL OR CONTAINER (WHICHEVER IS GREATER).
LANDSCAPE ISLANDS AND BUILDING FOUNDATIONS:
EXCAVATE AND REMOVE ALL LIMEROCK, ROCKS, DEBRIS, ETC. TO A DEPTH OF 18" AND BACKFILL W/ 50/50 TOPSOIL/SAND MIX.
BUILDING FOUNDATIONS SHALL BE THE SAME DEPTH TO A WIDTH OF 3'-0" FROM THE BUILDING BASE.

5. THE SITE CONTRACTOR SHALL BE RESPONSIBLE TO BRING ALL GRADES TO WITHIN 3" OF FINAL GRADES. THIS SHALL INCLUDE A 3" APPLICATION OF 50/50 TOPSOIL/SAND MIX FOR ALL LANDSCAPE AND AREAS TO BE SODDED.

6. THE LANDSCAPE CONTRACTOR SHALL CALCULATE AND SUBMIT AN ITEMIZED PRICE FOR THE 3" APPLICATION OF 50/50 MIX FOR ALL SOD AREAS AS A REFERENCE IN THE CASE THAT THERE WOULD BE A DISCREPANCY BETWEEN SITE AND LANDSCAPE CONTRACTORS AND NOTIFY THE SITE CONTRACTOR OR PROJECT SUPERINTENDENT AS TO THIS DISCREPANCY. IT WILL THEN BE DETERMINED WHICH PARTY WILL PROVIDE THIS 3" TOPSOIL/SAND APPLICATION AND SUBSEQUENT PAYMENT.
OTHER PLANTING SOIL MIXES TO BE ADDED, IE. FOR TREES, PALMS, SPECIMEN PLANTS, SHRUBS AND GROUNDCOVERS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR AND BE INCLUSIVE WITH THE LANDSCAPE BID.

7. CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR AND LEAVE PROVISIONS FOR ALL, INCLUDING UNDERGROUND UTILITY LINE LOCATIONS DIAL 8-1 "NO CUTS" AS REQUIRED BY LAW.

8. ALL PLANTING BEDS SHALL BE MULCHED TO A DEPTH OF 3" WITH AN APPROVED RECYCLED MULCH BY THE PREBOARD GOVERNING AGENCY. NO HEAVY METALS I.E. ARSENIC, LEAD, ETC. ARE TO BE CONTAINED IN THE MULCH AND THE CONTRACTOR SHALL PROVIDE CERTIFICATION OR PROOF THAT ALL MULCH IS FREE OF HEAVY METALS OR SIMILAR ENVIRONMENTAL CONTAMINANTS.

9. SOD SHALL BE ARGENTINE "BAHIA" OR ST. AUGUSTINE "FLORATAM" AS SHOWN ON THE PLANS, STRONG, WELL ROOTED, FREE FROM WEEDS, INSECTS AND DISEASE. CONTRACTOR SHALL SOD ALL AREAS AS INDICATED ON THE PLAN OR AS DIRECTED. PAYMENT SHALL BE DETERMINED BY THE TOTAL MEASURED SODDED AREAS X THE UNIT PRICE SUBMITTED AND FIELD VERIFIED.

10. SOD SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AS DICTATED BY FDOT. SOD SHALL CARRY A 9-MONTH WARRANTY.

11. ALL TREES, PALMS, SHRUBS AND GROUNDCOVERS SHALL CARRY A ONE-YEAR WARRANTY FROM THE DATE OF FINAL ACCEPTANCE.

12. ALL TREES AND PALMS SHALL BE STAKED PER ACCEPTED STANDARDS BY THE FLORIDA NURSERYMEN & GROWERS LANDSCAPE ASSOCIATION (FNGLA). THERE SHALL BE ONE FINAL INSPECTION FOR APPROVAL BY THE PREBOARD GOVERNING AGENCY. CONTRACTOR SHALL INSURE THAT THE PLAN DETAILS, SPECIFICATIONS AND NOTES HAVE BEEN ADHERED TO AND THAT THE LANDSCAPE AND IRRIGATION INSTALLATION IS COMPLIANT TO ALL ITEMS AS DIRECTED ON THE PLANS PRIOR TO SCHEDULING OF THE FINAL INSPECTION.

13. THE PLANT LIST IS INTENDED ONLY AS AN AID TO BIDDING. ANY DISCREPANCIES FOUND BETWEEN THE QUANTITIES ON THE PLAN AND PLANT LIST, THE QUANTITIES ON THE PLAN SHALL BE HELD VALID.

14. IRRIGATION SHALL PROVIDE FOR A 100% COVERAGE WITH A 100% OVERLAP. AUTOMATIC SYSTEM W/ RAIN MOISTURE SENSOR ATTACHED TO CONTROLLER. ALL FLORIDA BUILDING CODE APPENDIX "F" IRRIGATION REQUIREMENTS SHALL BE STRICTLY ADHERED TO FOR INSTALLATION AND PREVAILING WATER MANAGEMENT DISTRICT RESTRICTIONS AND REGULATIONS SHALL BE IN COMPLIANCE FOR POST-INSTALLATION WATERING SCHEDULES.

15. EXISTING IRRIGATION SYSTEM (IF APPLICABLE) SHALL BE RETROFITTED TO COMPLY WITH THOSE SPECIFICATIONS AS OUTLINED ABOVE.

16. CONTRACTOR SHALL PROVIDE A WATER TRUCK DURING PLANTING TO INSURE PROPER WATERING IN DURING INSTALLATION AND SHALL BE RESPONSIBLE FOR CONTINUAL WATERING UNTIL FINAL ACCEPTANCE BY THE OWNER.

17. ALL EXISTING TREES, PALMS AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION. CONTRACTOR SHALL INSTALL PROTECTIVE BARRIERS SUCH AS "SNAP" PROTECTIVE FENCING OR AS SHOWN ON THE DETAILS TO BE INSTALLED AT THE BEGINNING OF THE PROJECT. BARRIERS SHALL BE LOCATED TO INCLUDE THE DRIPLINE OF THE TREES, PALMS AND PLANT MATERIAL WHERE POSSIBLE. THE CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT DAMAGE TO THE TRUNK, BRANCHES, ROOTS, ROOT ZONE AREAS AND ADJACENT GRADES.

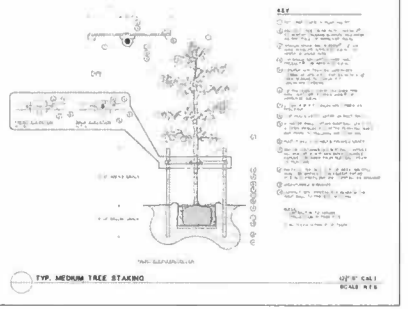
18. EXISTING TREES AND PALMS TO REMAIN SHALL BE TRIMMED PER ANSI-300 STANDARDS. SUPERVISION OF THE TRIMMING SHALL BE PERFORMED BY AN ISA-CERTIFIED ARBORIST.

19. ALL EXISTING TREES AND PALMS SHALL BE "LIFTED AND THINNED" TO PROVIDE FOR 8'-0" MIN CLEARANCE FOR SIDEWALKS AND PEDESTRIAN WALKWAYS AND A 14' MINIMUM CLEARANCE FOR ROADWAYS, DRIVEWAYS, AND ALL VEHICULAR USE AREAS.

20. REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A UNITEN "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING AGENCY PRIOR TO REMOVAL.

21. ALL PLANTINGS IN NON-IRRIGATED AREAS IE. RIGHTS OF WAYS, SWALES, ETC. SHALL BE WATERED-IN THOROUGHLY AND CONTINUED TO BE WATERED THROUGHOUT UNTIL CO ACCEPTANCE. COORDINATE WITH OWNER AND PROJECT MANAGER TO PROVIDE POST CO WATERING TO INSURE PLANT ESTABLISHMENT FOR A MINIMUM OF ONE YEAR AFTER CERTIFICATE OF OCCUPANCY ACCEPTANCE.

City of Miami Beach
Typical Palm Planting Detail
N.T.S.



TYP. MEDIUM TREE STAKING

ADDAPAVE TP Porous Paving System

DESCRIPTION:

ADDAPAVE TP is a cold applied, porous paving system designed to bind a selection of decorative aggregates or recycled materials which provides a functional, attractive and porous surface for low pedestrian, bike, offset, or heavy traffic, etc.

ADDAPAVE TP shall be a cold applied, porous paving system of ADDAPAVE TP aggregate, fully coated with two part chemically curing U.V. stable, flexible, solvent free resin, hand finished by trowel.

ADDAPAVE TP MATERIAL SUPPLIER AND INSTALLER:

ADDAPAVE TP materials must be supplied by a licensed Warm, Inc. Partner, 76" Center Valley, PA 18034. Phone: 877-426-3647. Fax: 610-797-3647. Installation is to be carried out by an authorized Installer, e.g., the Applicator. Authorized application details are listed in prescribed, relevant specification.

SURFACE PREPARATION:

Areas to be filled with the ADDAPAVE TP system should be clean and dry with a minimum 3/8" depth availability of 1 inches for permeability if desired, depending on application.

For existing sites, clean the area and remove the grasses and loose material.

For new sites, construction, it is recommended that sub-grade and be used to provide the possibility of future settlement.

Once the reinforced mat is installed and compacted, place a gas or wick filled light over the mat. This device must be easily removable and designed to prevent free flat pavers by them beginning into the 48" I shape mat.

Install a minimum of 3 inches of ADDAPAVE TP aggregate should be applied on top of the pavement. Mix either on a depth of 3 inches from a flat, level or finished grade. Aggregate must be compacted to achieve a smooth and even finish.

OPTIONS AVAILABLE FOR BASE OR TREE:

1. At the time of the first finish place a base aggregate, before applying the reinforced aggregate ADDAPAVE aggregate. Install approach to a depth of 3/4 - 1 inch before the final compacted finished grade. This will give an a smooth finish to allow the base to grow.
2. Place base thickness ADDAPAVE aggregate at a 1 inch below to the mix finish with the finished finished grade.
3. Install a protective mix surface at a 1 inch below to the mix finish with the finished finished grade.

NEW TREE PLANTING RECOMMENDATIONS:

In order to reduce the soil around the ADDAPAVE TP system, the top of the root ball of the newly planted tree should be at a minimum of 1 inches to 2 inches below the ground finished grade of the ADDAPAVE TP material. Extra soil to allow some slope or mounding to provide the most favorable aggregate that is placed on top of the root ball the tree to the specific mixing and laying instructions and the number of bags of each aggregate and quantity of water to place into the finished mixer.

The common of consumer material Part B (Hardener) should be added to container labelled Part A (Binder) and thoroughly mixed together using a forced action mixer or similar for a minimum of 2 minutes. Refer to the 2 part containers label to determine the proper amount of container which must be added to the mixed quantity of Part A and B. Mix for an additional 2 minutes after the addition of the cured.

The pre-weighed bags of aggregate should be poured in the material into the mixed of resin part prior to the addition of the ADDAPAVE TP resin. The mixed ADDAPAVE TP resin should be immediately added to the pre-mixed aggregate in a suitable mechanical mixer. Mix for 2 minutes. Do not discharge into a container or wheelbarrow and begin immediately to the point of application.

Mixing equipment shall be a pan with mortar mixer of simple use to place pre-measured aggregates and resin. Never shall more aggregate be thoroughly mixed aggregates and resin into homogenous mixture within 3 minutes.

The surface should be spread at once across the prepared surface at the required depth. The surface should then be hand screeded using suitable screens and pressure to compact and provide a smooth finish.

Lightly broadcast a little crushed stone over the finish once the finished surface to prevent the material to be installed.

COLOUR:

ADDAPAVE TP is normally tinted and clear to cover however the binder can be dyed to achieve a desired effect.

REQUIRED DEPTH:

[illegible]

SET TIME:

[illegible]

ADDAPAVE TP MIXING AND APPLICATION:

ADDAPAVE TP minimum amount of mix aggregate in a mixture = three to 3.5 mm size between the white aggregate bottle in clear bottle. Each aggregate mix and resin must mean a specific mix design which is dependent on the application. The design mix can

[illegible]

NOTES, DETAILS, SPECIFICATIONS, ETC.

ISSUED FOR PERMIT	9-28-18
ISSUED FOR BIDDING	2-28-18
ISSUED FOR CONSTRUCTION	

CLIENT
SURFSIDE MIAMI BEACH ACQUISITIONS LLC
[illegible]

LANDSCAPE ARCHITECT
J.F.S. DESIGN Inc.
[illegible]

STRUCTURAL ENGINEERS
OKSON & COMPANY, INC.
[illegible]

M/EP ENGINEERS
HENDERSON ENGINEERING
[illegible]

CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
[illegible]

Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
1685 WEST FLAGLER AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33135
T. 305.532.8181 / F. 305.532.8151
ARCHITECT LICENSE No. AR 14077
NCARB CERTIFICATE No. 42,736

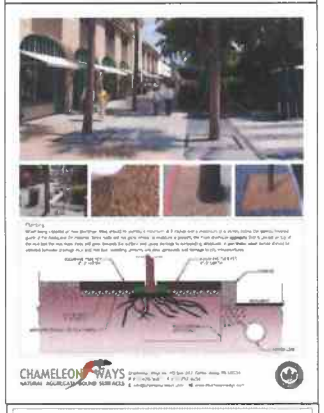
Seal
JAMES P. BOCARD REG. # AR89052

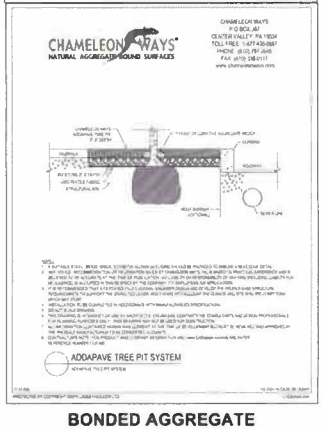
Revisions
A 8-27-18 CITY COMMENTS
C 09-04-18 CITY COMMENTS 2ND

21612 | 10/10/2017

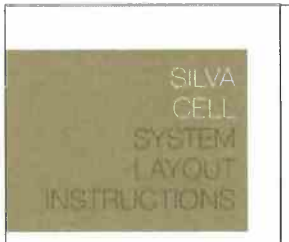
L-4

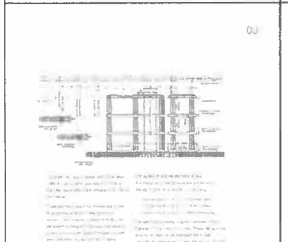
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND THE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE DISCOVERED IN PLANS, SPECIFICATIONS, SHOP, SURVEY, ARCHITECT NOTIFIED, AND PART OF THE WORK IS EFFECTED, OR THAT FURTHER CLARIFICATIONS OR ISSUE, IT ARCHITECT IS NOT NOTIFIED PRIOR TO CONSTRUCTION OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

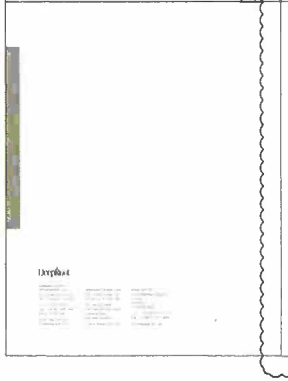


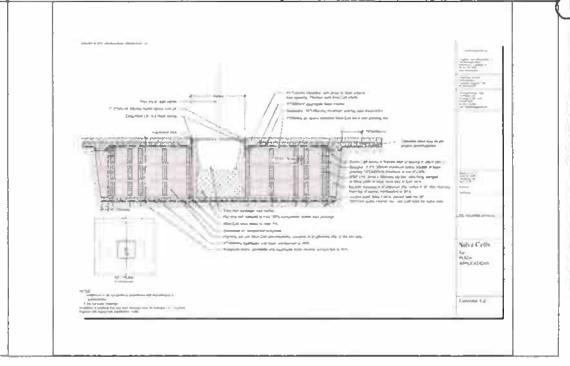


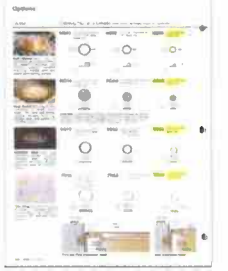
BONDED AGGREGATE











MATERIALS LIST

SYM	NATIVE	#	NAME	BOTANICAL NAME	SPECIFICATION
"DEEPROOT" SILVA CELLS					
		768	SILVA CELLS		3' x SILVA CELL 1' TO PROVIDE DEPTH AS SHOWN IN SECT.
					PER MANUFACTURER'S SPECIFICATIONS.
		648 c.y.	"SILVA MIX" FOR PLANTING-PER ATLAS PEAT AND SOIL		

CONTRACTOR SHALL MAKE PROVISIONS FOR ALL EXISTING AND PROPOSED UTILITIES, (ABOVE AND BELOW GROUND) AND SHALL BE RESPONSIBLE TO PROTECT THROUGHOUT THE CONSTRUCTION PROCESS.

CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND INSTALL ALL COMPONENTS FOR "DEEPROOT SILVA CELL" PER MANUFACTURERS STANDARDS WITH INSPECTION AND APPROVAL TO BE SECURED BY THE PROJECT LANDSCAPE ARCHITECT AND THE CITY THROUGHOUT THE PROCESS TO INCLUDE INSPECTION AND APPROVAL DURING, PRIOR TO SOIL BACKFILLING, AND ALL PHASES AS DEEMED NECESSARY BY THE PROJECT LANDSCAPE ARCHITECT AND THE CITY OF MIAMI BEACH.

CONTRACTOR SHALL CALL THE CITY OF MIAMI BEACH FOR A PRE-CONSTRUCTION CONFERENCE REGARDING ALL LANDSCAPE RELATED ITEMS TO INCLUDE SITE PREPARATION, DEEPROOT SILVA CELL INSTALLATION, LANDSCAPE AND IRRIGATION INSTALLATION AND ANY OTHER ITEMS RELATED TO THE LANDSCAPE COMPONENTS.

DEEPROOT SILVA CELLS BONDED AGGREGATE SPECIFICATIONS, ETC.

ISSUED FOR	DATE
PERMIT	9-28-18
BIDDING	3-28-18
CONSTRUCTION	

CLIENT
SULKAH MIAMI BEACH ACQUISITIONS LLC
[illegible]
BOCA RATON, FL 33434
T 561 861 1662 F 561 861 1664

LANDSCAPE ARCHITECT
J.F.S. DESIGN Inc.
[illegible]
PEMBROKE PINES, FL 33026

STRUCTURAL ENGINEERS
OKON & COMPANY, INC.
[illegible]
MIAMI, FLORIDA 33156
T 954 237 2760 F 954 237 2778

MEP/FP ENGINEERS
HENDERSON ENGINEERING
2032 BUSCHWOOD PARK DRIVE
TAMPA, FLORIDA 33618 SUITE 180
T 813 977 2100 F 813 977 2178

CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
[illegible]
MIAMI, FL 33137
O 786 483 8950 F 786 483 8952

Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
1925 WASHINGTON AVE. 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305 532 8161 / F 305 532 8151
ARCHITECTURAL LICENSE No. AR 14029
NCARB CERTIFICATE No. 42136

Seal

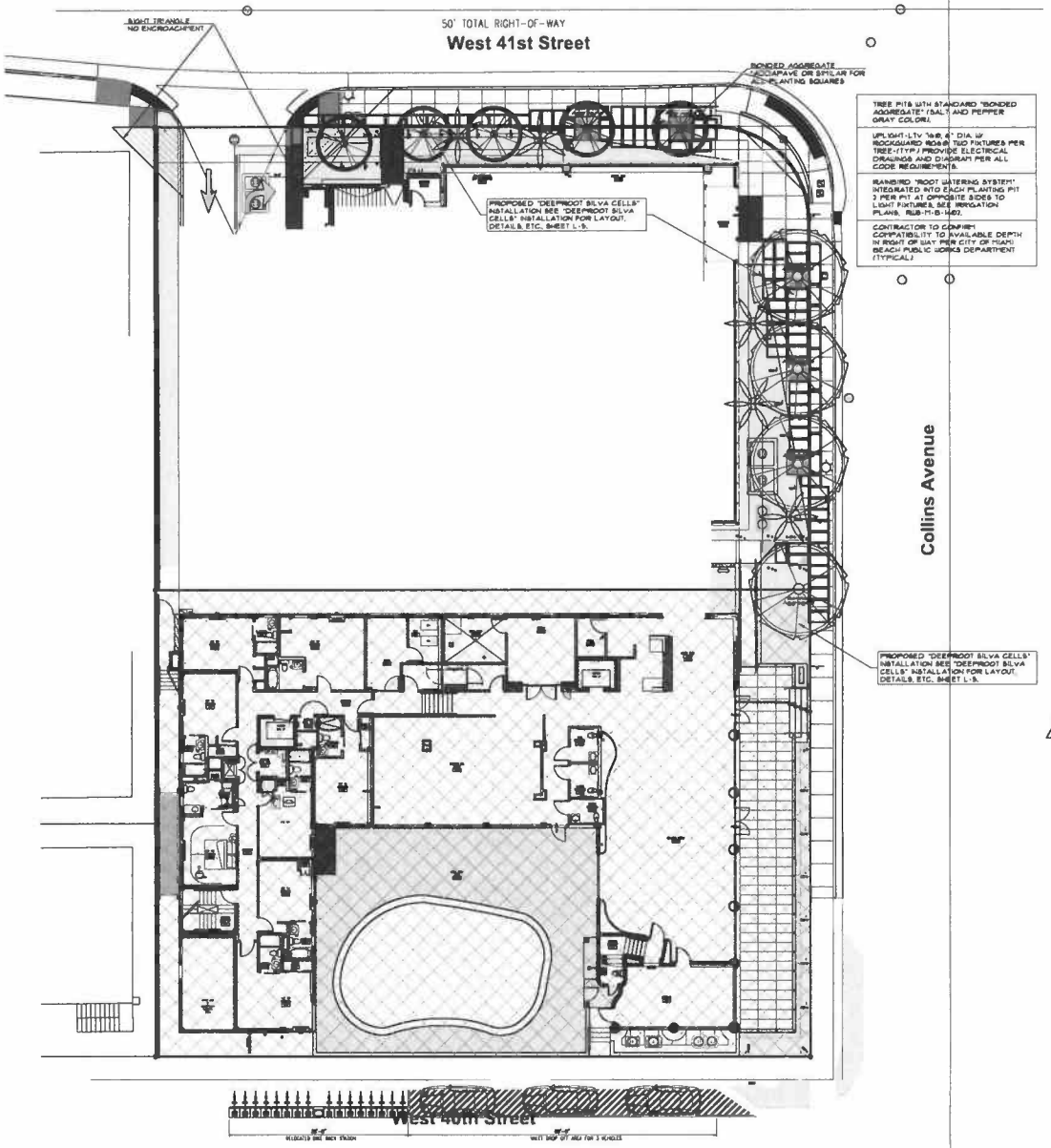
JAMES P. BOCASH
FL A.I.A. #0008332

REVISIONS	
A	10-19-18 CITY COMMENTS
B	09-14-18 CITY COMMENTS 2ND

21612	10/10/2017

L-5

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS APPEAR IN DRAWINGS OR PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, OR THE PHOTO CONDITIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



17-08-CONTINENTAL HOTEL ADDITION			
4000 COLLINS AVE., MIAMI BEACH, FL. 33140			
TREES ROOTING VOLUME CALCULATIONS			
5/28/2019			
WEST 41st ST. - "DEEPROOT" SILVA CELLS	**UNITS**	**SQ.FT.**	**TOTAL CU.FT.**
EXISTING PLANTING AREA		582	
PLANTING AEA SQ.FT. X 3" DEPTH			1,746
PROPOSED SILVA CELLS			
SQ.FT / SILVA CELL = 2'-5" X 4'-5"		11.25	
SILVA CELLS PROPOSED	42	472.5	
TOTAL SILVA CELL SQ.FT X 3" DEPTH			1,418
TOTAL ROOTING VOLUME ON W. 41st ST.			3,164
TOTAL ROOTING VOLUME PER TREE			
PROPOSED TREES	5		
ROOTING VOLUME PER TREE			633
COLLINS AVE. - "DEEPROOT" SILVA CELLS	**UNITS**	**SQ.FT.**	**TOTAL CU.FT.**
EXISTING PLANTING AREA		606	
PLANTING AEA SQ.FT. X 3" DEPTH			1,818
PROPOSED SILVA CELLS			
SQ.FT / SILVA CELL = 2'-5" X 4'-5"		11.25	
SILVA CELLS PROPOSED	66	742.5	
TOTAL SILVA CELL SQ.FT X 3" DEPTH			2,228
TOTAL ROOTING VOLUME ON W. 41st ST.			4,046
TOTAL ROOTING VOLUME PER TREE			
PROPOSED TREES	4		
ROOTING VOLUME PER TREE			1,011

CONTRACTOR SHALL MAKE PROVISIONS FOR ALL EXISTING AND PROPOSED UTILITIES, (ABOVE AND BELOW GROUND) AND SHALL BE RESPONSIBLE TO PROTECT THROUGHOUT THE CONSTRUCTION PROCESS.

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF MIAMI BEACH PRIOR TO REMOVAL OF ANY TREES OR PALMS FROM THIS SITE.

SEE RESPECTIVE LANDSCAPE PLANS, SHEETS L-2 TO L-5 FOR PLANT LIST, LANDSCAPE DETAILS, NOTES, SPECIFICATIONS, ETC.

north

0' 10' 20'

SCALE: 1" = 10'

ROOTING VOLUME CALCULATION LANDSCAPE PLAN

21612 | 10/10/2017

ISSUED FOR PERMIT 9-28-18
ISSUED FOR BIDDING 1-31-19
ISSUED FOR CONSTRUCTION

L-6

CLIENT
SURFAN MIAMI BEACH ACQUISITIONS LLC
[illegible]

LANDSCAPE ARCHITECT
J.P.S. DESIGN Inc.
[illegible]

STRUCTURAL ENGINEERS
OKON & COMPANY, INC.
[illegible]

MEP/FP ENGINEERS
HENDERSON ENGINEERING
[illegible]

CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
[illegible]

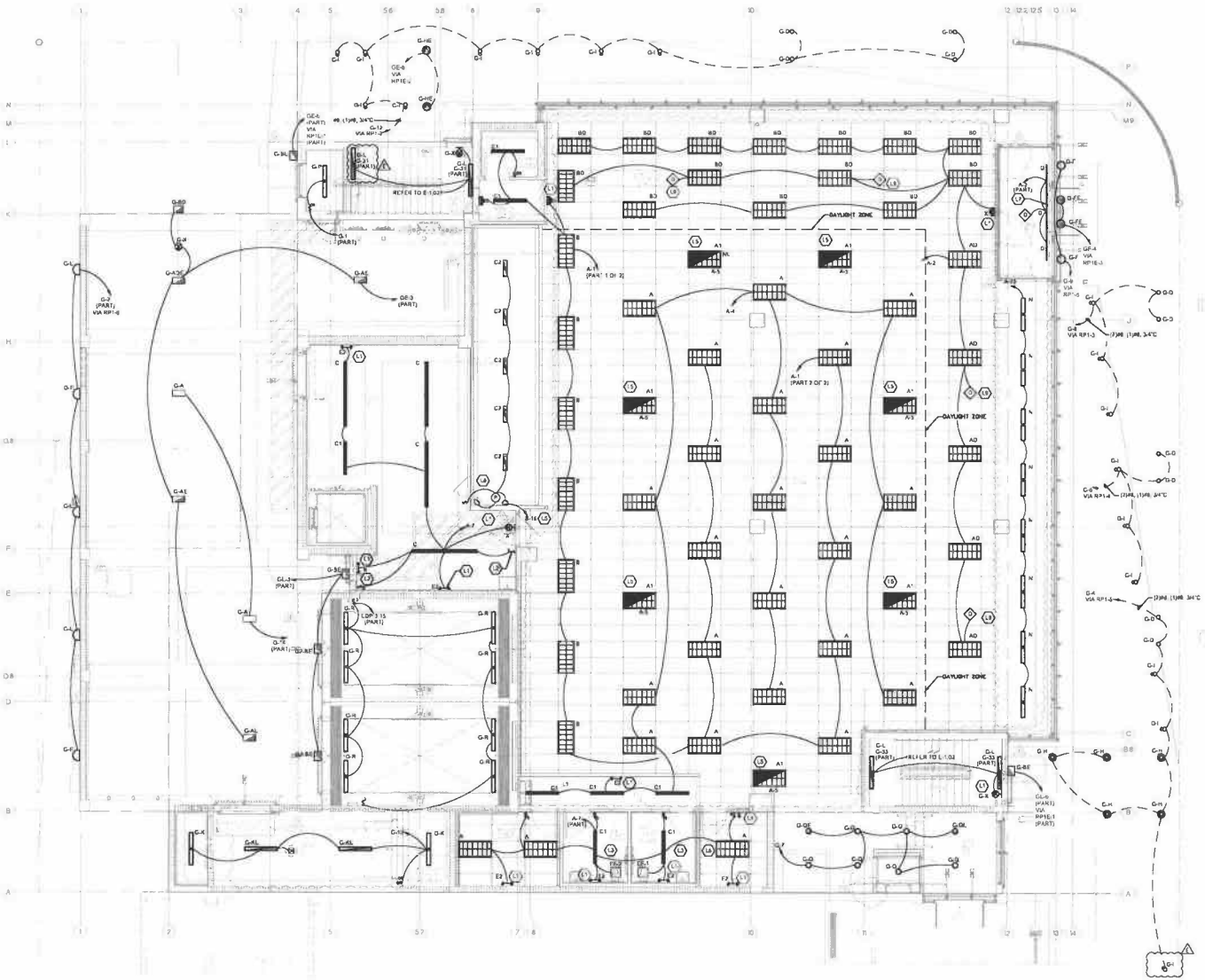
Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
1680 MICHIGAN AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33139
305.532.8181 / F 305.532.8151
ARCHITECT OWNER / LICENSED No. AR 14099
NCARB CERTIFICATE No. 42,386

Seal
JAMES P. SOCASH
REG. # 0006053

Revisions
A 08/13/19 CITY COMMENTS
B 09/19/19 CITY COMMENTS 09/19

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE DISCOVERED IN PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED. IN THE EVENT PRINTED DIMENSIONS DO NOT AGREE WITH SCALE, OR DRAWING IS NOT DRAWN TO DIMENSION OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



1 GROUND LEVEL LIGHTING PLAN
SCALE: 3/16"=1'-0"

GENERAL ELECTRICAL NOTES

1. PRIOR TO SUBMITTING BID WITH THE JOB BID, AND BECOME FULLY ACQUAINTED WITH THE EXISTING CONDITIONS OF THE FACILITY, REVIEW THE GENERAL NOTES AND ALL OTHER TRADE DRAWINGS FOR ADDITIONAL REQUIREMENTS THAT MAY NOT BE CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS. NOTIFY ARCHITECT, ENGINEER OR OWNER AS SPECIFIED OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO SUBMITTING BID
2. ALL NEW DIVISION 26 WORK SHALL BE CONCEALED IN WALLS OR CEILING SPACE WHERE POSSIBLE
3. COORDINATE ALL LIGHT FIXTURES AND CONDUIT WIRING RUNS WITH STRUCTURAL ELEMENTS. COORDINATE CONDUIT INSTALLATIONS WITH ARCHITECT, STRUCTURAL ENGINEER, STRUCTURAL CONTRACTOR AND GENERAL CONTRACTOR
4. ALL JUNCTION BOXES AND DEVICES SHALL BE RIGIDLY ATTACHED TO STRUCTURE AND ACCESSIBLE
5. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATIONS AND MOUNTING HEIGHTS OF LIGHT FIXTURES. COORDINATE EXACT LOCATIONS OF ALL LIGHT FIXTURES WITH ARCHITECT PRIOR TO ROUGH-IN. REFER TO ARCHITECTURAL DRAWINGS AND CASEWORK DETAILS FOR MOUNTING INFORMATION AND ADDITIONAL REQUIREMENTS
6. PROVIDE GREEN EQUIPMENT GROUNDING CONDUCTOR SIZED PER NEC FOR ALL LIGHTING CIRCUITS
7. PROVIDE SEPARATE NEUTRAL CONDUCTOR FOR ALL LIGHTING CIRCUITS
8. REFER TO E6.01 FOR LIGHT FIXTURE SCHEDULE AND LIGHTING DETAILS
9. REFER TO RELAY PANEL SCHEDULES AND LIGHTING CONTROL DIAGRAMS ON SHEET E6.01 FOR ADDITIONAL REQUIREMENTS
10. FINAL COVER PLATE FINISHES WILL BE SELECTED BY ARCHITECT. CONFIRM COVER PLATE FINISHES WITH ARCHITECT DURING SHOP DRAWINGS PROCESS AND PRIOR TO ORDERING
11. GARAGE CANOPY AND STAIRWELL LIGHTS ARE TO REMAIN ON 24 HOURS A DAY 7 DAYS A WEEK
12. PROVIDE UNSWITCHED HOT WIRE TO GARAGE PARKING AND STAIRWELL EMERGENCY AND EXIT FIXTURES. CONNECT AHEAD OF ENERGY MANAGEMENT SYSTEM

CVS LIGHTING GENERAL NOTES

1. EXIT SIGNS AND EMERGENCY LIGHTING HEADS IN RETAIL AREA SHALL BE CEILING MOUNTED. ALL EXIT SIGNS IN BACK AND TOP THEIR
2. INSTALL HOLD DOWN CLIPS ON ALL 2X4 LAY-IN LIGHT FIXTURES
3. CUT AND PATCH CEILING GRIDS AS REQUIRED
4. ROUTE THE FOLLOWING CIRCUITS THROUGH THE ENERGY MANAGEMENT SYSTEM:
   A. ALL RETAIL AREA LIGHTING CIRCUITS
   B. EGRESS AND EXTERNAL LIGHTING CIRCUITS
   C. PHOTOCELLS AND CHECKOUT AISLES
5. REFER TO ARCHITECTURAL DRAWING A-2.01 FOR EXACT LIGHTING FIXTURE LOCATIONS UNLESS NOTED OTHERWISE
6. PROVIDE CONDUIT AND PULL WIRE FOR ALL LOW VOLTAGE CIRCUITS
7. WIRE EMERGENCY/EXIT FIXTURES AHEAD OF SWITCHES ON RESPECTIVE CIRCUITS FOR STOCK ROOM, PHARMACY AREA, RESTROOMS, HALL, MANAGER'S OFFICE, HALL AND BREAK ROOM. SALES FLOOR TO HAVE DEDICATED LOCKED-ON LOW CIRCUITS
8. FIXTURE WITH "NL" SHALL BE WIRED TO OPERATE AS NIGHT LIGHT FIXTURE
9. PROVIDE CONDUIT FOR WIRING AS SPECIFIED IN DRAWINGS AND AS REQUIRED BY LOCAL JURISDICTION. COORDINATE INSTALLATION AND ROUTING REQUIREMENTS WITH APPROPRIATE INSTALLER

CVS LIGHTING KEY NOTES

L1 PROVIDE UNSWITCHED HOT WIRE TO NIGHT LIGHT, EMERGENCY AND EXIT FIXTURES. CONNECT AHEAD OF ENERGY MANAGEMENT SYSTEM

L2 MOUNT SWITCH 42" AFF TO CENTER OF SWITCH

L3 EXHAUST FAN TO BE CONTROLLED WITH RESTROOM LIGHTS REFERENCE SWITCHING DIAGRAM E6.00

L4 PROVIDE 5 MB OCCUPANCY SWITCH IN MANAGER'S OFFICE TO CONTROL CIRCUITS A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-16, A-15, A-17, A-18, A-21, A-23. PROVIDE LABEL ABOVE SWITCH TO READ "OCCUPANCY"

L5 CONNECT TO CENTRAL EMERGENCY POWER SYSTEM (CEPS). ROUTE CIRCUIT VIA CEPS. REFER TO 3/E7.00 FOR CEPS DIAGRAM

L6 PROVIDE A DUAL RELAY WALL SWITCH OCCUPANCY SENSOR MOUNTED AT 40" A.F.F. CAPABLE OF CONTROLLING LIGHT AND SWITCHED RECEPTACLES IN THIS ROOM. REFER TO SHEET E-6.00 DETAIL 11 FOR ADDITIONAL INFORMATION.

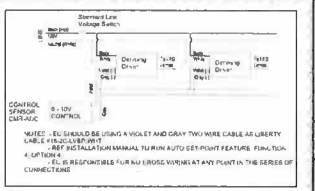
L7 PROVIDE A ROW OF FIXTURE TYPE D MOUNT ON TOP OF VESTIBULE SOFFIT. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING DETAILS

L8 INSTALL VAPOR PROOF LIGHTS CENTERED ON COOLER CEILING EQUALLY SPACED FROM END OF COOLER. PROVIDE A 120 VOLT, 20 AMP CIRCUIT TO JUNCTION BOX ABOVE COOLER FOR COOLER LIGHTS. PROVIDE AND INSTALL WATTSTOPPER #DCA-100 (OR EQUAL PART) LOW TEMPERATURE OCCUPANCY SENSOR ON COOLER WALL 8' BELOW CEILING ON ENTRANCE END OF COOLER. PROVIDE AND INSTALL WATTSTOPPER # BZ-50 (UNIVERSAL VOLTAGE POWER PACK (OR EQUIVALENT) ABOVE COOLER FOR OPERATION OF 120V VOLTAGE OCCUPANCY SENSOR. PROVIDE LINE VOLTAGE TOGGLE SWITCH ON OUTSIDE WALL OF COOLER AHEAD OF OCCUPANCY SENSOR POWER PACK FOR MANUAL OVERRIDE OF COOLER LIGHTS. PROVIDE ALL CONDUIT, JUNCTION BOXES, WIRING, A-2 ALL OTHER NECESSARY PROVISIONS FOR A COMPLETE INSTALLATION. SEAL ALL PENETRATIONS INTO COOLER WITH MANUFACTURER APPROVED SEALANT

L9 PROVIDE CEILING MOUNTED DIMMING CONTROL SENSOR ACUITY BRANDS SENSOR SWITCH MODEL #CWR-AUC IN CENTER OF WINDOW TO CONTROL LIGHTING AT THE WINDOWS. REFER TO SHEET E7.01 FOR WIRE DIAGRAM

CVS HAS DEVELOPED SPECIAL PRICING AND READILY AVAILABLE STOCK WITH THE NAI PREFERRED SUPPLIER
- WESCO/ANIXTER-BROWN CO. INC.
  PHONE: 888-233-1148
  EMAIL: CVS@SUPPORT@WTBRIGHT.COM
- WESCO, INC.
  PHONE: 888-244-6080
  EMAIL: CVSPLANS@WESCO-MANUFACTURING.COM

NOTE:
ALL EXIT AND EGRESS FIXTURES SHALL BE PROVIDED WITH BATTERY BACKUP FOR 90 MINUTES OF OPERATION.



NOTES:
1. EC SHOULD BE USING A VIOLET AND GRAY TWO WIRE CABLE AS LIBERTY CABLE #18-2CA/18P-WHT
2. REF INSTALLATION MANUAL TO RUN AUTO SET POINT FEATURE. FUNCTION.
3. OPTION 4
4. EC IS RESPONSIBLE FOR NO LOOSE WIRING AT ANY POINT IN THE SERIES OF CONNECTIONS

2 DIMMING CONTROL SENSOR WIRING DIAGRAM
SCALE: NTS

HENDERSON ENGINEERS
3612 BUSCHWOOD PARK DRIVE, SUITE 150
TAMPA, FL 33618
TEL 813.933.7130 FAX 813.933.7176
WWW.HENDERSONENGINEERS.COM
FL CERTIFICATE OF AUTHORIZATION # EB 9518

ISSUED FOR	
ISSUED FOR PERMIT	3-30-18
ISSUED FOR BIDDING	3-21-18
ISSUED FOR CONSTRUCTION	

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

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CONTINENTAL HOTEL ADDITION
1000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

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interiors planner architect
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NCARB CERTIFICATE No. 42136

Seal
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KENNETH L. MATHEWSON
LICENSE # 74662
IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES

Revision	
1	2018-10-12 FIRE COMMENTS
2	2018-03-25 LEED REVISIONS
3	2018-08-04 FIRE COM. CYCLE 2
4	2018-10-22 FIRE COM. CYCLE 2

GROUND LVL LIGHTING PLAN

21812	10/10/2017

E-1.01

GARAGE LIGHTING CONTROL DEVICE SCHEDULE

SYMBOL TYPE	MANUFACTURER MODEL/SERIES	EQUIVALENT MANUFACTURER	DEVICE DESCRIPTION	COVERAGE (W X D)	On MODE	TIME DELAY	VOLTAGE	NOTES
OCCUPANCY SENSORS								
WALL SWITCH OCCUPANCY SENSORS								
S	WATTSTOPPER DW-100	LEGRAND / HUBBELL / LEVITON / SENSORSWITCH	WALL MOUNT DUAL TECHNOLOGY OCCUPANCY SENSOR SINGLE RELAY INTEGRAL MANUAL OVERRIDE SWITCH LINE VOLTAGE	PIR MAJOR 30 x 30 PIR MINOR 15 x 20 U.T. MAJOR 20 x 20 U.T. MINOR 15 x 15	MANUAL	15 MIN	120/277V	1
CEILING MOUNT OCCUPANCY SENSORS								
	WATTSTOPPER LMPC-100		FLAT & WIDE LENS TECHNOLOGY PASSIVE INFRARED (PIR) SENSOR 360 DEGREE COVERAGE DIGITAL CONFIGURATION WITH ESP NON-COMMERCIAL	MAJOR 9' Ø		30 MIN	24V	
DAYLIGHTING DEVICES								
SYMBOL TYPE	MANUFACTURER MODEL/SERIES	EQUIVALENT MANUFACTURER	DEVICE DESCRIPTION	USE	SETPOINT	VOLTAGE	NOTES	
	DSB-... ZPAD	WATTSTOPPER / COOPER	DAYLIGHTING PHOTOSENSOR. LOW PROFILE. SHALL BE FROM SAME MANUFACTURER AS DAYLIGHT HARVESTING CONTROLLER	ENTIRE LIGHTING CONTROL	100 - 1000 FC OFF - 10 FC	24V		
AUXILIARY DEVICES								
SYMBOL TYPE	MANUFACTURER MODEL/SERIES	EQUIVALENT MANUFACTURER	DEVICE DESCRIPTION			VOLTAGE	NOTES	
	WATTSTOPPER LMRC-102		WIRELESS OCCUPANCY CONTROLLER FOR WIRELESS INTEGRATED WITH OCCUPANCY SENSOR AND SWITCHING			120V		
WALL SWITCHES								
SYMBOL TYPE	MANUFACTURER MODEL/SERIES	EQUIVALENT MANUFACTURER	DEVICE DESCRIPTION			VOLTAGE	NOTES	
$	LEVITON 1221-2W		20 AMP SINGLE TOGGLE SINGLE POLE HEAVY DUTY SPEC GRADE			120V 277V		
$	WATTSTOPPER LMSW-102		WIRELESS DECORA SWITCH FOR SMART, MULTI-SITE, DUAL LED ILLUMINATED AMBIENT LINE SE			24V	1	

GENERAL NOTES:

A. OCCUPANCY SENSOR LAYOUT BASED ON WATTSTOPPER COVERAGE PATTERNS. ADJUST QUANTITIES AND LOCATIONS FOR EQUIPMENT MANUFACTURERS LISTED BELOW PER MANUFACTURER SPECIFIC SPACING CRITERIA.

B. MANUFACTURER PRECLUDED FROM EQUIVALENT FOR SUBMISSION AND LISTING OF EQUIPMENT MANUFACTURER'S EQUIPMENT IN SCHEDULE DURING SUBMITTALS PRIOR TO PRODUCT SUBMITTALS AND SHOP DRAWINGS (AS NOTED IN THE BID DOCUMENTS). REFER TO THIS SCHEDULE FOR ENGINEER'S PLANS.

C. SHOP DRAWINGS FOR LIGHTING CONTROL DEVICES THAT ARE INTENDED FOR USE AS A PART OF CONTROL SYSTEM SHALL INCLUDE PROJECT SPECIFIC LIGHTING CONTROL SCHEMATICS AND SCHEDULES. ALSO AT ENGINEER'S REQUEST, PROVIDE A SCALED EQUIPMENT PLAN FOR REVIEW OF EQUIPMENT LOCATIONS WITHIN PROJECT SPACE CONSTRAINTS.

D. OCCUPANCY SENSOR SHOP DRAWINGS SHALL INCLUDE LIGHTING PLANS SHOWING LOCATION, MOUNTING HEIGHT, ORIENTATION AND COVERAGE AREA FOR EACH OCCUPANCY SENSOR. AS NOTED ON PLANS, OTHER CEILING MOUNTED SYSTEMS SHOWING COORDINATION WITH CEILING DEVICES INCLUDING BUT NOT LIMITED TO HVAC SUPPLY AND RETURN GRILLES, SPRINKLERS, AND LIGHT FIXTURES.

E. PROVIDE ALL OCCUPANCY SENSORS BY THE SAME MANUFACTURER.

F. VERIFY CONDUCTOR FOR ALL WALL AND CEILING MOUNTED LIGHTING CONTROL DEVICES WITH THE ARCHITECT.

G. PROVIDE COPIES OF OPERATION INSTRUCTIONS FOR ALL DEVICES TO OWNER.

H. ALL WALL SWITCH AND CEILING SENSORS SHALL HAVE AN ADJUSTABLE TIME DELAY RANGE OF 0.30 MIN. AND

I. DO NOT INSTALL LOW VOLTAGE BETWEEN GARAGE PANELS TO CIRCUITS.

J. LIGHTING CONTROLS PRICING SHALL BE COMPLETE, THEREFORE OF ANY COMPLEXITY WHICH IS ANY LIGHTING CONTROLS PRICING THAT IS SUBMITTED WITH LIGHT FIXTURE PRICING MUST BE DETAILED IN WALL BY WALL BASIS, REQUESTED QUOTE ENTIRETY.

K. INSTALL WALL BOX DIMMERS TO ACHIEVE FULL RATING SPECIFIED AND INDICATED AT PER DERATING FOR GANGING AS INSTRUCTED BY MANUFACTURER.

L. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING COMPATIBILITY OF ALL LIGHTING CONTROL DEVICES WITH THIS SCHEDULE THAT ARE INTENDED TO OPERATE TOGETHER.

SCHEDULE NOTES:

1. REQUIRES A NEUTRAL CONDUCTOR FOR OPERATION.
2. FOR SELECTED DAYLIGHT SENSOR, CONFIRM FINAL LOCATION AND INSTALLATION PER MANUFACTURER'S RECOMMENDED LOCATION WITH SUBMITTALS FOR REVIEW.
3. MOMENTARY SWITCH SHALL BE COMPATIBLE WITH ITS CONNECTED LIGHTING CONTROL DEVICE INCLUDING OCCUPANCY SENSOR RELAY PANEL ETC.

GARAGE CASS: CLOCK AUTOMATION SCENARIOS SCHEDULE

ZONE	DESCRIPTION	ASTRONOMIC ON/OFF	SCHEDULE OVERRIDE	ASTRONOMIC ON/OFF SCHEDULE OFF
A	SITE LIGHTS	X		
B	EXTERIOR BUILDING WALL PACK LIGHTS	X		
C	GARAGE PLANTER LIGHTS	X		
D	TRASH ROOM LUMINAIRE	X		

TYPICAL SCHEDULE
** CONFIRM FINAL TIME SCHEDULE FROM OWNER PRIOR TO SYSTEM PROGRAMMING
OCCUPIED HOURS:
MON-FRI: 7:00 AM - 10:00 PM
SATURDAY: 7:00 AM - 10:00 PM
SUNDAY: 7:00 AM - 10:00 PM
FLEX HOURS: MINUTES: 2 HOUR UNLIMITED

RELAY PANEL SCHEDULE

PANEL NAME: RP1F
LOCATION: SECOND LEVEL

CONTACTOR	CIRCUIT	LOAD CONTROLLED	ZONE
1	GF-5	ENTERTAINMENT PACK	B
2	GF-9	BOH MEP STATS	A
3	GF-11	TENANT ENTRY LED INTERIOR LIGHT	C
4		SPARE	
5		SPARE	
6		SPARE	
7		SPARE	
8		SPARE	

LIGHTING CONTROL DIAGRAM GENERAL NOTES:

* LIGHTING CONTROL DIAGRAM IS DIAGRAMMATIC AND REPRESENTATE THE GENERAL SCOPE OF WORK AND THE LOCATION OF DEVICES. IN ITS ENTIRETY, THE LIGHTING CONTROL SYSTEM SHALL BE A COMPLETE ELECTRICAL CONTRACTOR SHALL CONFORM AS WITH SELECTED MANUFACTURER. PROVIDE ALL PARTS AND PIECES REQUIRED FOR A FULLY FUNCTIONAL SYSTEM.

2. LIGHTING CONTROL SYSTEM INCLUDING, BUT NOT LIMITED TO INTERNAL TIME CLOCK, RELAYS AND DIGITAL LIGHTING CONTROL SWITCHES. PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO INSTALLATION.

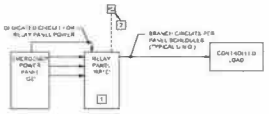
3. INTEGRAL TIME CLOCK SHALL BE ASTRONOMIC AND PROGRAMMABLE WITH 365 DAY AND HOLIDAY SCHEDULING AND 24 HOUR BATTERY BACK-UP. ALL SCHEDULES TO BE CHANGEABLE WITHOUT SPECIAL TOOLS OR SOFTWARE. ALL RELAYS NORMALLY CLOSED CONTACTS. LIGHTING CONTROL SYSTEM SHALL COMPLY WITH ALL LOCAL AND STATE ENERGY CODES.

4. CIRCUITING SHOWN ON THE PLAN CORRESPONDS TO THE LIGHTING CONTROL SCHEME. IF CIRCUITING IS CHANGED IN THE FIELD, IT MUST BE THAT SYSTEM PROGRAMMING WITH REVISED CIRCUITING WITH THE ORIGINAL LIGHTING CONTROL SCHEME. UPDATE RELAY PANEL SCHEDULES TO RECORD DRAWINGS.

5. COORDINATE WITH ROOM NUMBERS AND ZONES FOR PROGRAMMING. TIME CLOCK SCHEDULES PROVIDE THE GENERAL CONTRACTOR WITH OPERATIONS MANUAL AFTER AS-IS COMPLETE. A COPY OF THE RECORD DRAWINGS AND RELAY SCHEDULE WITH NAMES, DESCRIPTIONS, AND ZONES IN EACH SWITCH LOCATION AND DOOR OF THE PANEL.

LIGHTING CONTROL DIAGRAM KEYED NOTES:

1. STAND-ALONE LIGHTING CONTROL RELAY PANEL INFORMATION:
   a. MANUFACTURER BASED OF DESIGN WATTSTOPPER LMRC-211 SERIES
   b. ENCLOSURE: 3.5 IN ACE MOUNT, NEMA 1
   c. INTEGRAL TIME CLOCK. REFER TO CASS AND RELAY PANEL SCHEDULES ON THIS SHEET FOR TIME CLOCK AND RELAY PROGRAMMING.
2. PHOTOCELL MOUNTED ON ROOF. REFER TO LIGHTING CONTROL DEVICE SCHEDULE ON THIS SHEET AND TO LIGHTING PLANS FOR ADDITIONAL INFORMATION.

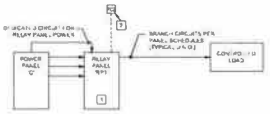


2 LIGHTING CONTROL DIAGRAM
NO SCALE

RELAY PANEL SCHEDULE

PANEL NAME: RP1
LOCATION: SECOND LEVEL

CONTACTOR	CIRCUIT	LOAD CONTROLLED	ZONE
1	G-10	SITE LIGHTS	A
2	G-12	SITE LIGHTS	A
3	G-8	SITE LIGHTS	A
4	G-6	SITE LIGHTS	A
5	G-4	SITE LIGHTS	A
6	G-2	EXTERIOR DECOR BOLLETS	C
7	G-5	TRASH ROOM EXHAUST FAN	D
8	G-23	EXTERIOR WALL PACK LTS.	B



1 LIGHTING CONTROL DIAGRAM
NO SCALE

LIGHTING FIXTURE SCHEDULE

Type Mark	Description	Mounting	Voltage	Wattage	Lamp	Ballast	Manufacturer	Model	Manufacturer2	Model2	Comments
A	2'X4' PARABOLIC	RECESSED	120	48 W	LED		LITHONIA	2L 54 34K LP840 NACV M2 DDMAV1			SPLICE OLD 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
A1	2'X4' PARABOLIC DRIVABLE	RECESSED	120	48 W	LED		LITHONIA	2L 54 34K LP840 NACV M2 DDMAV1			SPLICE OLD 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
A1*	CASE-AC-PWP-AD BUY WHEN QTY 4 ECPS	NON-SHOW	120	48 W	LED		LITHONIA	CPX 4 34K LP840 NACV RT DDMAV1			SPLICE OLD 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
B	2'X4' PARABOLIC	RECESSED	120	27 W	LED		LITHONIA	2L 54 34K LP830 NACV M2 DDMAV1			SPLICE OLD 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
B2	2'X4' PARABOLIC DRIVABLE	RECESSED	120	27 W	LED		LITHONIA	2L 54 34K LP830 NACV M2 DDMAV1			SPLICE OLD 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
B*	SAME AS "2'X4' B1 BUY WHEN QTY 10 ECPS	RECESSED	120	27 W	LED		LITHONIA	CPX 4 34K LP830 NACV RT DDMAV1			SPLICE OLD 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
C	8' STRIP LIGHT	SURFACE	120	48 W	LED		LITHONIA	CLX L96 48000LM MVOLT GZ10 4K 80CRI CLO			LAMPS INCLUDED WITH UNIT. SUSPENDED WITH ARMS AT 12'-3" MAX IN RECEIVING AREA COORDINATE WITH HVAC
C1	4' STRIP FIXTURE - NO REFLECTORS	SURFACE	120	48 W	LED		LITHONIA	CLX L48 48000LM MVOLT GZ10 4K 80CRI CLO			LAMPS INCLUDED WITH UNIT. SURFACE MOUNTED AT 12'-3" MAX IN RECEIVING AREA
C2	4' VAPOR TIGHT STRIP FIXTURE	SURFACE	120	27 W	LED		LITHONIA	DMW L 27 3000LM ACL MD MVOLT GZ1 3K 80CRI P5 10.0			LAMPS INCLUDED WITH UNIT. SURFACE MOUNTED IN WALL 4'-0" CEILING. EMERGENCY LED BATTERY PACK 0°C AND UP, 1400 LUMENS
G	4' RECESS WORK CONT LED	COVE	120	33 W	LED		ECOSENSE	LX 2T 48 10 40 83 WALT 40 MD			SPECIFIED 3700K, (2) LAMPS TO MAINTAIN WARM REQUIREMENTS. TWO BRACKETS PER EACH 4' SECTION. REFER TO ARCH VESTIBULE SECTION FOR PLACEMENT
L	EMERGENCY LIGHT	SURFACE	120		LED		LITHONIA	ELM2 WLP			CEILING MOUNTED IN METAL AREA ONLY
P1	SURFACE MOUNT EMERGENCY LIGHT	SURFACE	120		LED		LITHONIA	FIAT DWP 1 0309			LAMP INCLUDED WITH UNIT. PROVIDE LITHONIA ELM2 WLP OPEN LTD RO 0V REMOTE BATTERY PACK (SEE ELM2 DATASHEET FOR COMPATIBILITY). BATTERY PACK TO BE MTD IN CONCEALED SPACE
L2	HIGH POWERED EMERGENCY LIGHT	SURFACE	120		LED		LITHONIA	ELM2 WLP OPEN LTD			CEILING MOUNTED IN METAL AREA ONLY
N	4' LATAR LIGHT	SUSPENDED	120	60 W	LED		LITECONTROL	4' WIDE LITE RITE WIDE ARCHITECTURAL TROFFER CONFIRM MOUNTING OPTIONS AND FINISH WITH ARCHITECT			EXTERIOR LAMP COLOR IS TURNED TO 2700K FOR INSTALLATION. CONFIRM MOUNTING OPTIONS AND FINISH WITH ARCHITECT
X	EXIT WITH REMOTE HEADS	SURFACE	120		LED		LITHONIA	LQMW R3W			PROVIDE NUMBER OF FACES AND ARROW AS INDICATED ON PLANS

GARAGE LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG No.	WATT/LAMP TYPE	VA	No.	DESCRIPTION
G-A	LITHONIA	DSXSC LED 30C 700 40K T5M 120 DMG PIR	46W / LED	46	1	SURFACE MOUNTED GARAGE LIGHTS TO OPERATE ON A 24/7 OPERATION WITH 0-10V DIMMING MOTION / AMBIENT SENSOR FIXTURE POWERED BY EMERGENCY GENERATOR
G-A1	LITHONIA	DSXSC LED 30C 700 40K T5M 120 DMG PIR	46W / LED	46	1	SURFACE MOUNTED GARAGE LIGHTS TO OPERATE ON A 24/7 OPERATION WITH DAYLIGHT HARVESTING SENSOR & 0-10V DIMMING MOTION / AMBIENT SENSOR. EMERGENCY FIXTURE, POWERED BY EMERGENCY GENERATION
G-A2	LITHONIA	DSXSC LED 30C 700 40K T5M 120 DMG PIR-DTCSV	46W / LED	46	1	SURFACE MOUNTED GARAGE LIGHTS TO OPERATE ON A 24/7 OPERATION WITH DAYLIGHT HARVESTING SENSOR & 0-10V DIMMING MOTION / AMBIENT SENSOR. EMERGENCY FIXTURE, POWERED BY EMERGENCY GENERATION
G-B	LITHONIA	DSXW1 LED 20C 700 40K T2M 120	46W / LED	46	1	WALL MOUNTED GARAGE LIGHTS TO OPERATE ON A 24/7 OPERATION. FIXTURES FACING EXTERIOR OF BUILDING SHALL BE SPECIFIED WITH 2700K LED LAMPS TO MAINTAIN WARM REQUIREMENTS
G-B1	LITHONIA	DSXW1 LED 20C 700 40K T2M 120 PIRHTFC2V	46W / LED	46	1	WALL MOUNTED GARAGE LIGHTS TO OPERATE ON A 24/7 OPERATION WITH DAYLIGHT HARVESTING SENSOR. EMERGENCY SHUNT RELAY FOR ALL EMERGENCY FIXTURES TO BYPASS LIGHT CONTROL IN CASE OF POWER LOSS
G-B2	LITHONIA	DSXW1 LED 20C 700 40K T2M 120	46W / LED	46	1	WALL MOUNTED GARAGE LIGHTS TO OPERATE ON A 24/7 OPERATION. FIXTURE POWERED BY EMERGENCY GENERATION
G-C	LITHONIA	DSXW1 LED 20C 1000 40K T2M 120	46W / LED	73	1	WALL MOUNTED GARAGE AND STAIRWELL EXTERIOR LIGHTS. FIXTURE POWERED BY EMERGENCY GENERATOR
G-D	HYDREL	HRAD ROUND 85 12 LED MVOLT MCG FLOOD FLG70	12W / LED	12	1	MODULAR IN GRADE OUTDOOR TREE LIGHTS
G-F	US ARCH	2261-7LLD-WW-308	10W / LED	14	1	14" ROUND SURFACE MOUNTED OUTDOOR LIGHTS. CONFIRM FINISH WITH ARCHITECT. PROVIDE EXTENSION WITH 4 PER COUPLING AS REQUIRED
G-F	COLT LIGHTING	24388 30W W	30 / CF	38	1	18" ROUND DOWNLIGHT MOUNTED IN CONCRETE PLANTER
G-FE	COLT LIGHTING	24388 30W W	30 / CF	38	1	18" ROUND DOWNLIGHT MOUNTED IN CONCRETE PLANTER. FIXTURE POWERED BY EMERGENCY GENERATION. PROVIDE EMERGENCY SHUNT RELAY FOR ALL EMERGENCY FIXTURES TO BYPASS LIGHT CONTROL IN CASE OF POWER LOSS
G-H	US ARCH	B3AC18-CL-36LED-WW-HS180	40W / LED	42	1	CONCRETE UP LIGHT WITH 2700K LED LAMPS PER MANUFACTURER'S RECOMMENDATIONS
G-HE	US ARCH	B3AC18-CL-36LED-WW-HS180	40W / LED	42	1	CONCRETE UP LIGHT WITH 2700K LED LAMPS PER MANUFACTURER'S RECOMMENDATIONS. FIXTURE POWERED BY EMERGENCY GENERATOR. PROVIDE EMERGENCY SHUNT RELAY FOR ALL EMERGENCY FIXTURES TO BYPASS LIGHT CONTROL IN CASE OF POWER LOSS
G-I	WE LIGHTING	MAKED F87	9W / LED	9	1	SITE WALKWAY UPLIGHTS - ARCHITECT TO SPECIFY LIGHT FIXTURE
G-K	LITHONIA	LA F 32 MVOLT GF 1/32	32W T8	64	2	4' FLUORESCENT STRIP LIGHT (2 LAMPS) PENDENT MOUNTED
G-KL	LITHONIA	LA F 32 MVOLT GEB 1/32 L14	32W T8	64	3	4' FLUORESCENT STRIP LIGHT (2 LAMPS) PENDENT MOUNTED WITH 1400 LUMEN OUTPUT BATTERY PACK
G-L	LUMANARE LED	TSLUB 100W 4000K MVOLT 0-10V SF CP UDX-3AMP-EMB310	100W / LED	130	1	STAIRWELL 48" LONG LIGHT 100 LUMEN, 3-10V DIMMING DEVICE WITH INTEGRAL OCCUPANCY SENSOR 1200 LUMEN SCAN CONFIGURED. 90 MINUTES EMERGENCY BATTERY PACK UL WET LISTED. REFERENCE TO SPECIFY FINISH
G-P	LITHONIA	CLX L48 3000LM SEF RDL MVOLT GZ10 40K 80 CRI EPO PS1250	34 W / LED	34.8	1	48" LINEAR LIGHT FIXTURE WITH 3000 LUMEN OUTPUT BATTERY PACK. COORDINATE MOUNTING HEIGHT WITH ARCHITECT
G-PL	LITHONIA	CLX L48 3000LM SEF RDL MVOLT GZ10 40K 80 CRI EPO PS1250	34 W / LED	34.8	1	48" LINEAR LIGHT FIXTURE WITH 1400 LUMEN OUTPUT BATTERY PACK. COORDINATE MOUNTING HEIGHT WITH ARCHITECT
G-Q	LITHONIA	LDN6 30/12 L08 LS MVOLT GZ12 TRW	34 W / LED	34.7	1	6" DOWN LIGHT
G-QP	LITHONIA	LDN6 30/12 L08 LS MVOLT GZ12 TRW LSSO	34 W / LED	34.7	1	6" DOWN LIGHT WITH EMERGENCY BATTERY PACK
G-R	LITHONIA	DMW 2 32 MVOLT GEB 10PS	32W	64	1	4' ENCLOSED
G-X	LITHONIA	EXIT LIGHT EDGE R WEL	LED	2	1	EDGE-LIT EXIT SIGN WITH BATTERY. MOUNTING PER PLANS

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, SO THAT PROPER CORRECTIONS BE MADE. IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCING OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

CLIENT
SURFSAND MIAMI BEACH ACQUISITIONS LLC
[illegible]

LANDSCAPE ARCHITECT
J.F.S. DESING Inc.
[illegible]

STRUCTURAL ENGINEERS
OKON & COMPANY, INC.
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MEP ENGINEERS
HENDERSON ENGINEERS, INC
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CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
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Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
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NCARB CERTIFICATE No. 42136

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Rev. 1/21

1	2018-07-20 PLANNING COMMENTS
2	2018-10-15 FIRE COMMENTS
3	2019-03-25 HPB REVISIONS
4	2019-09-04 FIRE COM CYCLE 2

ELECTRICAL LIGHT FIXTURE SCHEDULES

21612 | 10/10/2017

E-6.01

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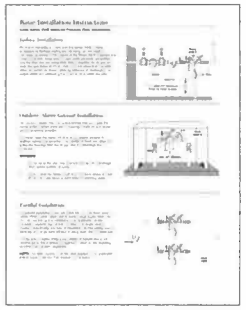
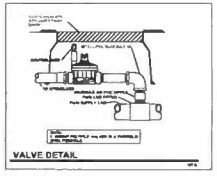
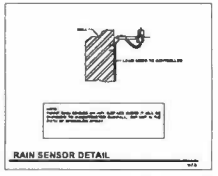
ISSUED FOR PERMIT 5-28-19
ISSUED FOR BIDDING 5-31-19
ISSUED FOR CONSTRUCTION

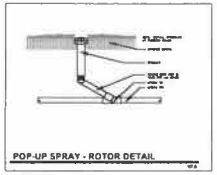
GENERAL IRRIGATION NOTES

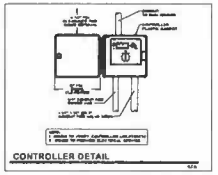
1. IRRIGATION CONTRACTOR SHALL PROVIDE, FURNISH AND INSTALL A FULLY AUTOMATIC IRRIGATION SYSTEM WHICH SHALL COMPLY WITH ALL LOCAL CODE STATE RULES & FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) REQUIREMENTS.
2. THE IRRIGATION CONTRACTOR SHALL SCHEDULE AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH THE OWNER & THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF INSTALLATION OF THE IRRIGATION SYSTEM.
3. CONTRACTOR SHALL INSTALL A POP-UP TYPE HEADS. SPRAY TYPE SHALL BE ROTOR AND NOT SPRAY OR BUBBLER AND SHALL BE SO INSTALLED TO NOT CAUSE ANY OVERSPRAY ONTO ANY PAVED SURFACES. IN PLACE. RESERVOIRS, ETC. ALL FIXTURE SHALL BE "TORO" BRAND NOT OR AN APPROVED EQUAL. ALL WORK SHALL BE DONE IN A PROFESSIONAL MANNER AND AS PER THE MANUFACTURER'S RECOMMENDATIONS. SPRAY HEADS SHALL BE 4" POP-UP & NON-RISING. VALVE & ITS BRD. NOZZLES IN PLANTING AND TURF AREAS AND 12" POP-UPS FOR ALL PLANTING AND SHRUB BEDS. SPRAY HEADS ON RISERS SHALL ONLY BE PERMITTED IN TURF AREAS.
4. ALL MAIN SUPPLY LINE SHALL BE PVC SCHEDULE 40 PIPE. ALL PVC FITTINGS SHALL BE SCHEDULE 40. THE MAIN LINE IS SHOWN SCHEMATICALLY. LOCATE MAIN LINES IN LANDSCAPE AREAS WHERE POSSIBLE AND SLEEVE UNDER PAVEMENT WHERE NECESSARY. MAIN LINES SHALL BE IN THE SAME TRENCH WITH LATERAL LINES WHERE POSSIBLE.
5. CONTRACTOR SHALL CONSTRUCT CONCRETE THRUST BLOCKS 12" X 12" X 12" AT ALL "T" AND ELBOW CONNECTIONS OF MAIN LINE TO CONTROL VALVE AND MAIN LINE.
6. MINIMUM PIPE SIZE SHALL BE 3/4" PVC
7. CONTRACTOR SHALL PAVE WHERE HAVE IT WITH THE LOCATION OF AND AVOID & PROTECT ALL UTILITY LINES, DUCTS, BURIED CABLES AND OTHER UTILITIES IN THE AREA. CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR, LIABILITY AND CLAIMS INCURRED IN THE DAMAGE OR DESTRUCTION OF SAID UTILITIES SHALL FILE ALL NECESSARY NOTIFICATIONS TO UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY WORK AND PROPER UTILITY LOCATION AND CLEARANCES.
8. THE CONTRACTOR SHALL SECURE ALL WORK WITH THE PROJECT MANAGER. LANDSCAPE CONTRACTOR SHALL ALTER OR RELOCATE TO AVOID PROPER INSTALLATION, SCHEDULING AND PROCEDURE.
9. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT IN MANNER TO PROVIDE ELECTRICAL SUPPLY TO THE CONTROLLER, PUMP, ETC. AS NEEDED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE ALL PERMITS AS MAY BE DEEMED NECESSARY TO PERFORM THE WORK. ENTIRE SYSTEM SHALL BE INSTALLED IN COMPLIANCE WITH ALL LOCAL AND STATE CODES. THE OWNER IS RESPONSIBLE FOR ALL PERMIT FEES.
11. ALL SLEEVES UNDER PAVEMENT SHALL BE SCHEDULE 40 PVC PIPE OF DIAMETER AS SHOWN ON PLANS. ALL LATERAL SLEEVES UNDER SIDEWALKS SHALL BE BURIED BELOW WALKWAYS AND SHALL BE BURIED AT 24" MIN. ALL SLEEVING SHALL BE 100% SOLID 40 PVC PIPE & SHALL BE 2 TIMES THE MINIMUM NOMINAL PIPE SIZE.
12. THE CONTRACTOR SHALL CONSULT THE MASTER VALVE WIRING APPLICABLE ALL ELECTRIC VALVES TO THE CONTROLLER & PROVIDE PROPER & PROGRAMMATION.
13. ALL LOW-VOLTAGE ELECTRIC VALVES SHALL BE AS DIRECT BURIAL. ALL WIRES UNDER ROADS TO BE INSULATED AS APPROVED. 7" SLEEVE CONSTRUCTION SHALL PVC ON A MINIMUM OF 2 EXTRA WIRES FOR EMERGENCY INSTALLATION WORKS.
14. ALL LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL ADJUST THE HEADS AND LOCATION OF SPRAY HEADS IN THE FIELD FOR 6 SEVERE CONDITIONS. TRUCK UTILITIES, STRUCTURES & PLANTING TO PROVIDE AND MAINTAIN 100% COVERAGE AND 100% OVERLAP.
15. CONTRACTOR SHALL PROVIDE A ONE-YEAR GUARANTEE ON ALL PARTS AND LABOR GUARANTEE ON LABOR FROM THE DATE OF FINAL ACCEPTANCE.
16. THE IRRIGATION CONTRACTOR SHALL RECORD ALL CHANGES MADE TO THE IRRIGATION SYSTEM DURING INSTALLATION & PROVIDE AN AS-BUILT DRAWING TO THE OWNER AS PREREQUISITE UPON COMPLETION AND ACCEPTANCE OF THE WORK.
17. THE IRRIGATION CONTRACTOR SHALL INSTRUCT THE OWNER OR THE OWNER'S REPRESENTATIVE IN THE COMPLETE OPERATION & MAINTENANCE OF THE SYSTEM. THE CONTRACTOR SHALL FURNISH TWO COPIES & TO ANY MANUFACTURER'S SYSTEM MANUAL PREPARED BY THE MANUFACTURER & THE SYSTEM INSTALLER.
18. THE IRRIGATION CONTRACTOR SHALL CHECK AND ADJUST THE SYSTEM AT THE END OF THE ANNUAL PERIOD FROM THE DATE OF FINAL ACCEPTANCE.
19. ANY IRRIGATION PIPING WITHIN THE CONFINES OF ANY BUILDING SHALL BE CLEARLY MARKED NON-POTABLE WATER.
20. TREE AND PALM PLANTINGS IN RIGHTS OF WAYS SHALL HAVE ONE FLOOD BUBBLER PER TREE OR PALM. ALL IRRIGATION PIPING AND SLEEVING AS SHOWN

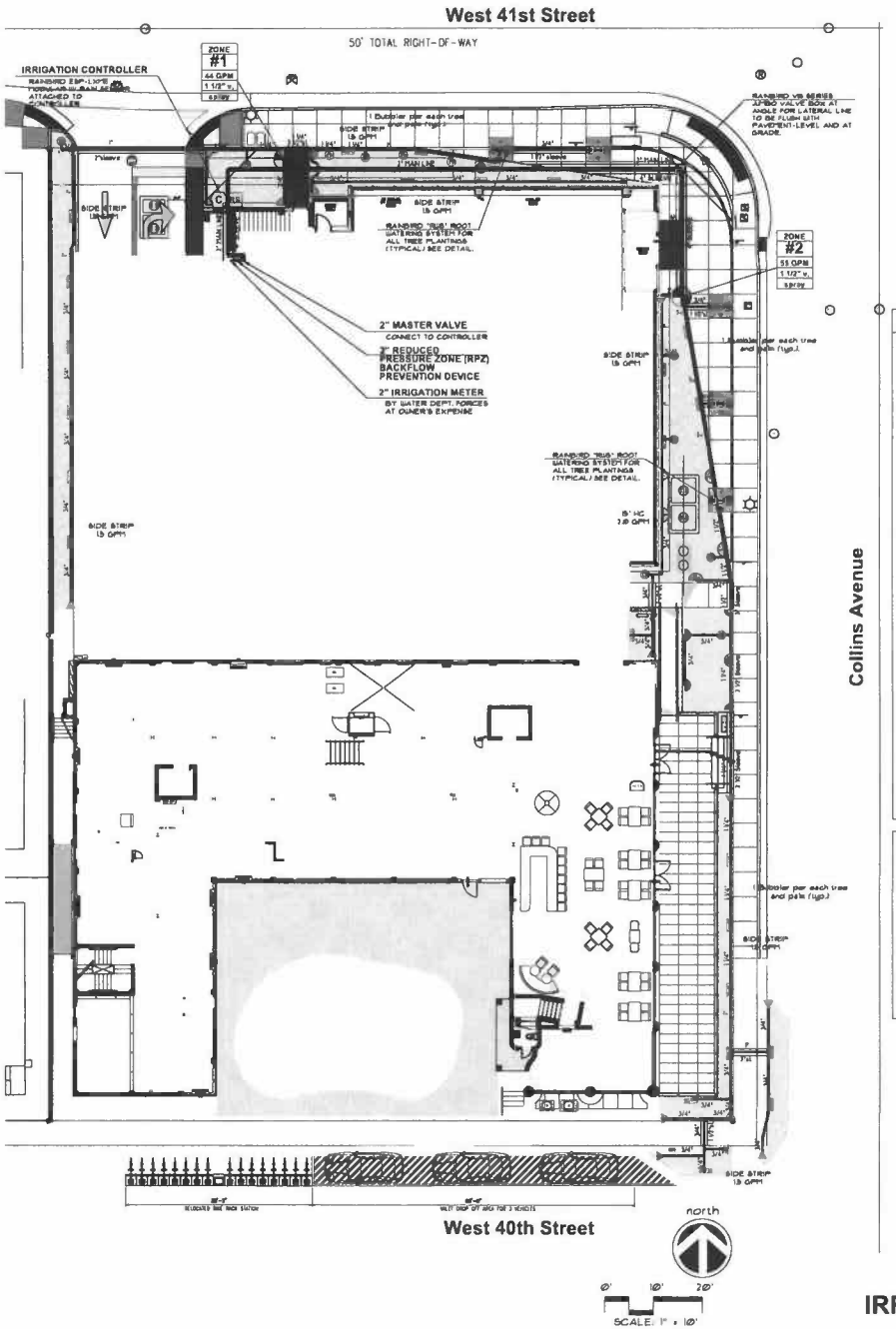












FLORIDA BUILDING CODE- APPENDIX F PART V- A-5	
WATER PIPE SIZE	SLEEVE SIZE
3/4"	1 1/2"
1"	2"
1 1/4"	2 1/2"
1 1/2"	3"
2"	4"
3"	6"
4"	8"

SLEEVES TO EXTEND A MIN. 5' BEYOND ALL PAVED AREAS, BACKFILL AND COMPACTION PER APPENDIX F

FLORIDA BUILDING CODE- APPENDIX F PIPE INSTALLATION-DEPTH OF COVER	
VEHICLE TRAFFIC AREAS	
PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1/2" TO 3 1/2"	18" TO 24"
3" TO 8"	24" TO 30"
8" OR GREATER	30 TO 36"
NON-TRAFFIC AND NON-CULTIVATED AREAS	
PIPE SIZE (INCHES)	DEPTH OF COVER (INCHES)
1/2" TO 1 1/4"	0"
1 1/2" TO 2"	0" TO 18"
2 1/2" TO 3"	18" TO 24"
4" OR LARGER	24" TO 36"

IRRIGATION LEGEND

- 2" IRRIGATION METER BY WATER DEPT. FORCES AT OWNER'S EXPENSE
- 2" REDUCED PRESSURE ZONE (RPZ) BACKFLOW PREVENTER
- 2" MASTER VALVE CONNECT TO CONTROLLER
- PROPOSED 3" PVC Main Supply Line- SCHEDULE 40
- IRRIGATION CONTROLLER RAINBIRD ESP-LX-ME MODULAR
- RAIN SENSOR- RAINBIRD R&D SERIES ATTACHED TO CONTROLLER
- JUNCTION BOX W/ WATERPROOF CONNECTORS
- EXISTING ELECTRIC VALVE
- 1 1/2" ELECTRIC VALVES, RAINBIRD PEB SERIES, OR APPROVED EQUAL IN 10" VALVE BOX
- ZONE 1, 25 GPM, 1" VALVE, SPRAY — ZONE DESIGNATION
- LATERAL LINE (SCHEDULE 40)
- PIPE IN SLEEVE (SEE SIZING CHART)
- PIPE CONNECTION
- PIPE CROSSING
- RAINBIRD 1806 STRIP- TYPE B 8.8T (END STRIP), B C8T (CENTER STRIP)
- RAINBIRD 1806 "U SERIES" PRS, 4", 6", 12" POP-UP- QUARTER, HALF FULL 10', 12', 15' RADIUS AS SHOWN
- RAINBIRD -5- SERIES MPR STREAM BUBBLER, NOZZLES, 5' RADIUS, 15 GPM

SPECIAL NOTES:

A ROUGH INSPECTION IS REQUIRED BY THE CITY OF MIAMI BEACH PRIOR TO TRENCH BACKFILLING AND A FINAL INSPECTION SHALL BE REQUIRED PRIOR TO COMPLETION OF IRRIGATION WORK.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT WATER RESTRICTIONS -PHASE II MODIFIED - ARE IN EFFECT. ALL REQUIREMENTS FOR THESE REGULATIONS SHALL BE STRICTLY ENFORCED WITH CONTRACTOR AND/OR OWNER TO BE RESPONSIBLE THROUGHOUT THIS PROJECT AND POST CERTIFICATE OF OCCUPANCY.

IRRIGATION / SPRINKLER SYSTEM AND RISERS FOR SPRAY HEADS SHALL NOT BE INSTALLED WITHIN 7' (300mm) OF THE BUILDING SIDEWALK IN COMPLIANCE WITH FLORIDA BUILDING CODE, PLUMBING 318

ALL REQUIREMENTS PER SOUTH FLORIDA BUILDING CODE APPENDIX F ARE TO BE COMPLIED WITH PER CITY OF MIAMI BEACH.

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF MIAMI BEACH PRIOR TO REMOVAL OF ANY TREES OR PALMS FROM THIS SITE.

SEE RESPECTIVE IRRIGATION PLANS, SHEETS IRR-2 & IRR-3

SEE LANDSCAPE PLANS FOR LANDSCAPE PLANTINGS, PLANTLIST, LANDSCAPE DETAILS, NOTES, SPECIFICATIONS, ETC.

LEVEL 1 IRRIGATION PLAN

ISSUED FOR PERMIT 9-28-18
ISSUED FOR BIDDING 3-28-18
ISSUED FOR CONSTRUCTION

CLIENT
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HENDERSON ENGINEERING
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PROJECT
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
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ARCHITECT: JAN L. LICENSE No. AR 14002
NCARB CERTIFICATE No. 42136

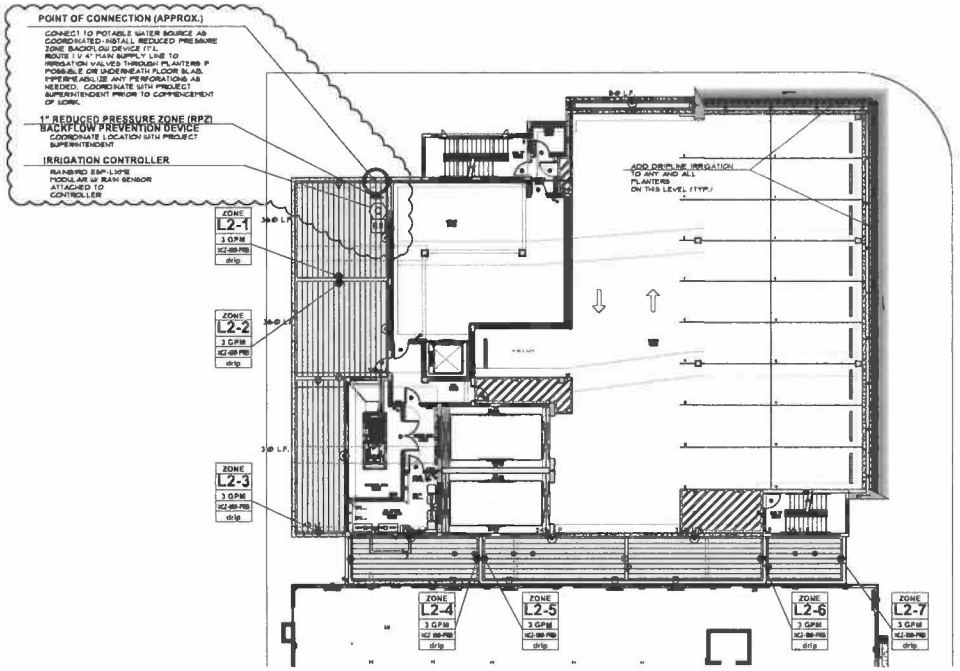
Seal
JAMES P. SOCASH
R.L.A. # 6666757

Revisions	
A	09/19 CITY COMMENTS
B	09/19 CITY COMMENTS
C	

21612 | 10/10/2017

IRR-1

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE DISCOVERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, OR THAT PARTIAL DISCREPANCIES OR ERRORS, IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMPLETION OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.



north

0' 10' 20'

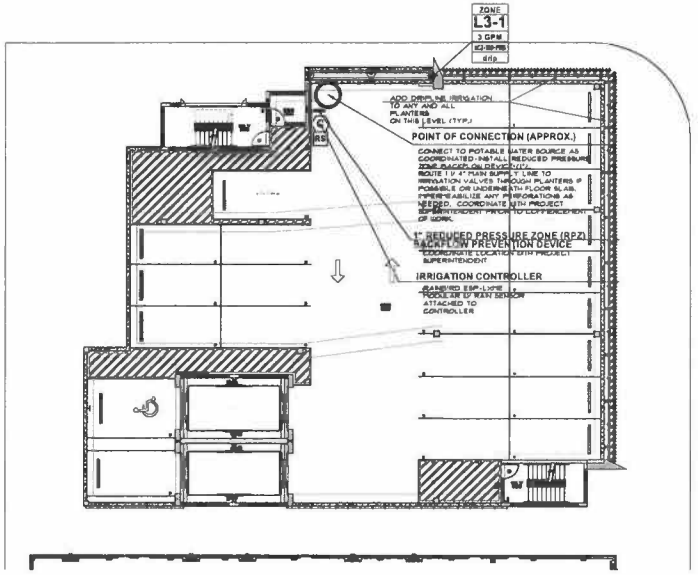
SCALE 1" = 10'

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF MIAMI BEACH PRIOR TO REMOVAL OF ANY TREES OR PALMS FROM THIS SITE.

SEE RESPECTIVE IRRIGATION PLANS, SHEETS IRR-1 & IRR-3

SEE LANDSCAPE PLANS FOR LANDSCAPE PLANTINGS, PLANTLIST, LANDSCAPE DETAILS, NOTES, SPECIFICATIONS, ETC.

LEVEL-2 IRRIGATION PLAN



north

0' 10' 20'

SCALE 1" = 10'

A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF MIAMI BEACH PRIOR TO REMOVAL OF ANY TREES OR PALMS FROM THIS SITE.

SEE RESPECTIVE IRRIGATION PLANS, SHEETS IRR-1 & IRR-3

SEE LANDSCAPE PLANS FOR LANDSCAPE PLANTINGS, PLANTLIST, LANDSCAPE DETAILS, NOTES, SPECIFICATIONS, ETC.

LEVEL 3 IRRIGATION PLAN

ISSUED FOR PERMIT 9-28-18
ISSUED FOR BIDDING 9-28-18
ISSUED FOR CONSTRUCTION

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES, ERRORS OR OMISSIONS SHOULD BE DISCOVERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, OR THAT PORTION CONCERNING SAID WORK, IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES, ERRORS OR OMISSIONS.

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FLORIDA CERTIFICATE No. AR 0008729
NCARB CERTIFICATE No. 42,386

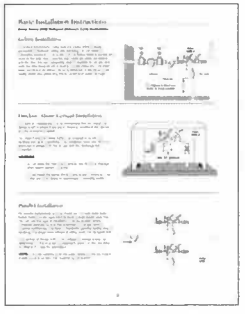
Seal

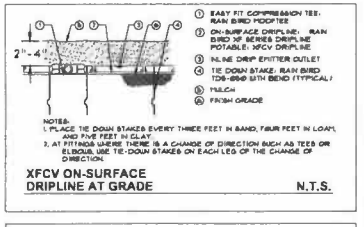
JAMES P. SOCASH
FL.A.* 0008729

Revisions
A 9/28/18 CITY COMMENTS
B 09/14/18 CITY COMMENTS 2ND

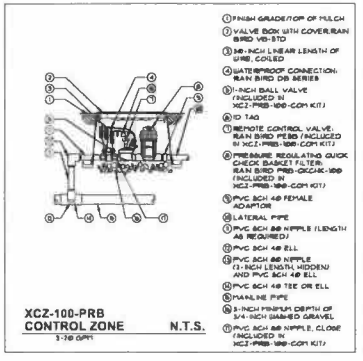
21612 | 10/10/2017

IRR-2

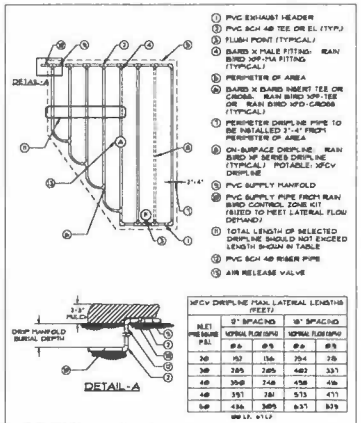




XFCV ON-SURFACE
DRIPLINE AT GRADE N.T.S.

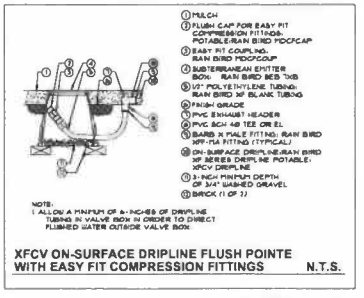


XCZ-100-PRB
CONTROL ZONE N.T.S.
1-30 GPM



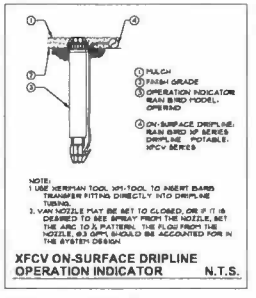
XFCV DRIPLINE MAX. LATERAL LENGTHS				
INLET PRESSURE PSI	12" SPACING		18" SPACING	
	NORMAL FLOW GPM		NORMAL FLOW GPM	
20	426	426	426	426
30	452	426	426	426
40	522	426	426	426
50	583	426	426	426
60	639	426	426	426

XFCV ON-SURFACE
DRIPLINE LAYOUT N.T.S.



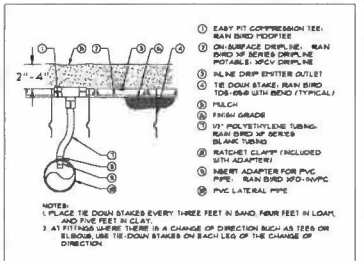
NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX

XFCV ON-SURFACE DRIPLINE FLUSH POINTE
WITH EASY FIT COMPRESSION FITTINGS N.T.S.



NOTE:
1. USE HERMAN TOOL XFT-TOOL TO INSERT BARB TRANSFER FITTING DIRECTLY INTO DRIPLINE TUBING.
2. VAN NOZZLE MAY BE SET TO CLOSED, OR IF IT IS DESIRED TO SEE SPRAY FROM THE NOZZLE, SET THE ARC TO A PATTERN. THE FLOW FROM THE NOZZLE, 0.3 GPM, SHOULD BE ACCOUNTED FOR IN THE SYSTEM DESIGN

XFCV ON-SURFACE DRIPLINE
OPERATION INDICATOR N.T.S.



NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION

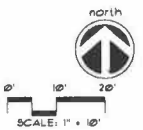
XFCV ON-SURFACE
DRIPLINE INSERT ADAPTER N.T.S.

NOTES:
1. USE RAIN BIRD HERRMAN TOOL XFT-TOOL TO INSERT EMITTER DIRECTLY INTO 1/2" POLYETHYLENE TUBING.
2. RAIN BIRD XERI-BUG BARB X BARB EMITTERS ARE AVAILABLE IN THE FOLLOWING MODELS:
XB-05PC 0.5 GPH
XB-10PC 1.0 GPH
XB-20PC 2.0 GPH

XERI-BUG INTO 1/2" TUBUNG
W/ 1/4" TUBING, STAKE & BUG CAP N.T.S.

IRRIGATION LEGEND

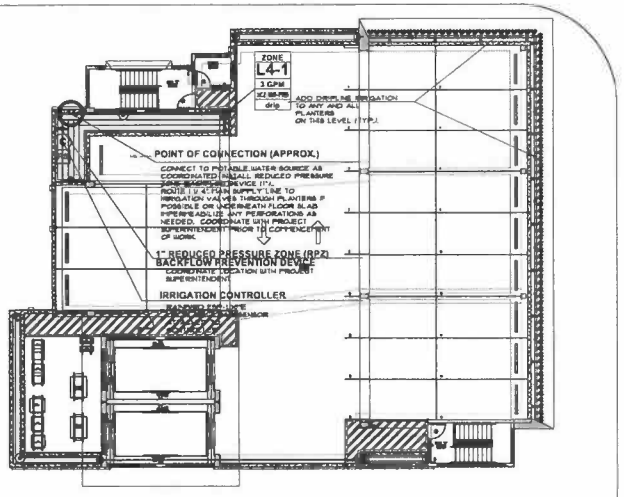
- POINT OF CONNECTION (APPROXIMATE) CONNECT TO POTABLE WATER SOURCE AS COORDINATED- INSTALL REDUCED PRESSURE ZONE BACKFLOW DEVICE (T.F. ROUTE 1 1/4" MAIN SUPPLY LINE TO IRRIGATION VALVES THROUGH PLANTERS IF POSSIBLE OR UNDERNEATH FLOOR SLAB. HYPERVELOCITIZE ANY PERFORATIONS AS NEEDED. COORDINATE WITH PROJECT SUPERINTENDENT PRIOR TO COMMENCEMENT OF WORK.
- 1" REDUCED PRESSURE ZONE (RPZ) BACKFLOW PREVENTER
- 1 1/4" PVC MAIN SUPPLY LINE - SCH 40
- RAINBIRD ESP-LXME MODULAR SERIES W/ RAINBIRD RAIN SENSOR
- RAINBIRD RSD SERIES RAIN SENSOR ATTACHED TO CONTROLLER
- RAIN BIRD XCZ-100-PRB-COM HIGH FLOW CONTROL ZONE KIT, FOR LARGE COMMERCIAL DRIP ZONES, 1-1/2"PRESS VALVE WITH TWO 1" PRESSURE REGULATING (40PSI) QUICK-BASKET FILTERS. FLOW RANGE: 3-180GPM
- RAIN BIRD 5-LRC 1" BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING THERMOPLASTIC RUBBER COVER, AND 1-PIECE BODY.
- PIPE TRANSITION POINT ABOVE GRADE PIPE TRANSITION POINT FROM PVC LATERAL TO DRIP TUBING WITH RISER TO ABOVE GRADE INSTALLATION
- FLUSH VALVE DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.
- RAIN BIRD OPERIND DRIP SYSTEM OPERATION INDICATOR, STEM RISES 6" FOR CLEAR VISIBILITY WHEN DRIP SYSTEM IS CHARGED TO A MINIMUM OF 25PSI. INCLUDES 6" OF 1/4" DISTRIBUTION TUBING WITH CONNECTION FITTING PRE-INSTALLED.
- AIR RELIEF VALVE RAINBIRD ARV050
- RAIN BIRD PC SINGLE OUTLET, PC DRIP EMITTER SINGLE OUTLET, PRESSURE COMPENSATING DRIP EMITTERS WITH SELF-PIERCING BARB INLET.
- AREA TO RECEIVE DRIPLINE RAIN BIRD XFD-09-PC (D) XFD ON-SURFACE PRESSURE COMPENSATING LANDSCAPE DRIPLINE, 0.90GPH EMITTERS AT 9"OC, DRIPLINE LATERALS SPACED AT 9"APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT.
- LATERAL LINE (Each Way)



A WRITTEN TREE REMOVAL PERMIT IS REQUIRED FROM THE CITY OF MIAMI BEACH PRIOR TO REMOVAL OF ANY TREES OR PALMS FROM THIS SITE.

SEE RESPECTIVE IRRIGATION PLANS, SHEETS IRR-1 & IRR-2

SEE LANDSCAPE PLANS FOR LANDSCAPE PLANTINGS, PLANTLIST, LANDSCAPE DETAILS, NOTES, SPECIFICATIONS, ETC.



CLIENT
SUKKAH MIAMI BEACH ACQUISITIONS LLC
1900 GLADES ROAD SUITE 302
BOCA RATON, FL 33434
T 561 861 1967 F 561 861 1969

LANDSCAPE ARCHITECT
J.F.B. DESIGN Inc.
1620 NW 163TH TERR.
MIAMI GARDENS, FL 33169

STRUCTURAL ENGINEERS
OKON & COMPANY, INC.
613 WELLINGTON ST.
WEST PALM BEACH, FL 33401
T 561 832 3476 F 561 832 3282

M/E/P ENGINEERS
HENDERSON ENGINEERING
2550 BUSCHWOOD PARK DRIVE
TAMPA, FLORIDA 33618 SUITE 190
T 813 977 7080 F 813 977 7178

CIVIL ENGINEERS
OCEAN ENGINEERING, INC.
6723 BISCAYNE BLVD. SUITE 308
MIAMI, FL 33138
T 786 923 5050 F 786 475 8952

Project
CONTINENTAL HOTEL ADDITION
4000 COLLINS AVENUE, MIAMI BEACH, FLORIDA 33140

ARCHITECT OF RECORD
CHARLES H. BENSON & ASSOCIATES ARCHITECTS, P.A.
interiors planner architect
1863 WASHINGTON AVE., 2nd FLOOR MIAMI BEACH, FLORIDA 33139
T 305.532.6181 / F 305.532.6151
ARCHITECTURAL LICENSE NO. AR 14027
NCARB CERTIFICATE NO. 42136

Seal

JAMES T. BOCASH
FLA. # 0008103

ISSUED	BY
9-28-18	LH
3-28-18	LH

21612	10/10/2017

ROOF LEVEL IRRIGATION PLAN

ISSUED FOR PERMIT 9-28-18
ISSUED FOR BIDDING 3-28-18
ISSUED FOR CONSTRUCTION

IRR-3

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS BEFORE PROCEEDING WITH WORK. IF ANY DISCREPANCIES EXISTING AS SHOWN(N) SHOULD BE ENCOUNTERED ON PLANS, CONTRACTOR SHALL NOTIFY ARCHITECT BEFORE ANY PART OF THE WORK IS STARTED, DO NOT PROCEED IF CONDITIONS IS UNCLEAR, IF ARCHITECT IS NOT NOTIFIED PRIOR TO COMMENCEMENT OF THE WORK, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR ANY DISCREPANCIES SHOWN OR OMISSIONS.

Exhibit "C"

Agreement

FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE AND BONDED AGGREGATE SURFACES
MAINTENANCE MEMORANDUM OF AGREEMENT
WITH THE
CITY OF MIAMI BEACH

This **AGREEMENT**, entered into on _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and the **CITY OF MIAMI BEACH**, a municipal corporation of the State of Florida, hereinafter called the **CITY**, and collectively referred to as the **PARTIES**.

RECITALS:

A. The **DEPARTMENT** has jurisdiction over **State Road (SR) 112 (West 41st Street)** from Indian Creek Drive to Collins Avenue, which is located within the limits of the **CITY**; and

B. The **CITY**, pursuant to **Permit Number 2020-L-691-00005**, has drafted design plans for beautification improvements along SR-112 (West 41st Street) from Indian Creek Drive to Collins Avenue, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS)**, which by reference shall become a part of this **AGREEMENT**; and

C. The **CITY** will install landscape and bonded aggregate surfaces along SR-112 within the **PROJECT LIMITS**, in accordance with the design plans for Permit Number # 2020-L-691-00005 (the "Project"); and

D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape and bonded aggregate surfaces installed pursuant to the Project; and

E. The **CITY**, by Resolution No._____, dated _____, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

1. **RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

2. **ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape and bonded aggregate surfaces (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **CITY** upon the **DEPARTMENT's** issuance of the executed Permit to the **CITY**.

3. **CITY'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **CITY** shall be responsible for the maintenance of the same. The **CITY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **CITY** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **CITY** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **CITY's** maintenance obligations shall include but not be limited to:

3.1 General Requirements:

a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

b. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.2 through 3.3.

c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

3.2 Landscape and all associated improvements:

a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS.**

b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.

c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.

d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable DEPARTMENT guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.

e. Mulching all plant beds and tree rings.

f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.

g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.

h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.

i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.

j. Removing and disposing of litter from roadside and median strips in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

k. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT's** Right-of-Way.

l. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by 3.A through 3.K.

3.3 Bonded Aggregate Surfaces:

a. Performing routine and regular inspections of the bonded aggregate surfaces to ensure that the surface is fully functional; identifying damage and/or malfunctions in the surfaces; and repairing and/or replacing damaged bonded aggregate surfaces to ensure surfaces are maintained in accordance with all applicable **DEPARTMENT** guidelines, standards, and all applicable American with Disabilities Act (ADA) requirements, as amended from time to time.

b. The **CITY** shall conduct annual condition surveys of the bonded aggregate surfaces for gaps, settlement, drop-offs and other deficiencies described in this **AGREEMENT** for the life of the boned aggregate. Ensure and document in this survey that the surface friction of the bonded aggregate surface meets or exceeds the surface friction of the existing concrete sidewalk areas.

c. Gaps within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch. Gaps at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.

d. Differential settlement within the bonded aggregate surfaces shall not exceed a quarter (1/4) of an inch in depth. Differential settlement at the interface (perimeter) between the bonded aggregate surfaces and the adjacent concrete sidewalk(s) shall not exceed a quarter (1/4) of an inch in depth. This requirement also applies to adjacent areas of existing concrete sidewalk(s) that have been impacted by the trees planted within the bonded aggregate surfaces.

e. When remedial action is required in accordance with the above requirements, the **CITY** at its own expense shall complete all necessary repairs within ninety (90) days of the date the deficiency is identified.

The **CITY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **CITY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **CITY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **CITY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

4. MAINTENANCE DEFICIENCIES

If at any time it shall come to the attention of the **DEPARTMENT** that the **CITY's** responsibilities as established

herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the **CITY MANAGER**, to notify the **CITY** of the maintenance deficiencies. From the date of receipt of the notice, the **CITY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

a. Maintain the **IMPROVEMENTS**, or a part thereof and invoice the **CITY** for expenses incurred; or

b. Terminate this **AGREEMENT** in accordance with Section 7, remove any or all of the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **CITY** the reasonable cost of such removal.

5. NOTICES

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To the DEPARTMENT: Florida Department of Transportation
1000 Northwest 111 Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

To the CITY: City of Miami Beach
1700 Convention Drive
Miami Beach, Florida 33139
Attention: City Manager

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

6. **REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS**

a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, at the **DEPARTMENT's** sole discretion. In the event that the **DEPARTMENT** relocates or adjusts the **IMPROVEMENTS**, the **CITY's** maintenance responsibilities will survive the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

b. In the event that the **DEPARTMENT** is required to replace the sidewalk at any time as part of maintenance activities, a roadway project, or related construction activities, the **DEPARTMENT** shall replace the same as a concrete type sidewalk, and the **CITY's** maintenance obligations under this **AGREEMENT** shall terminate. However, the **CITY** may, with the approval of the **DEPARTMENT**, upgrade the sidewalk type at its sole cost and expense with the understanding that the **CITY** shall assume all maintenance obligations for the upgraded sidewalk, and enter into a new maintenance agreement.

7. **TERMINATION**

In addition to the provisions of Section 6(b) hereunder, this **AGREEMENT** is subject to termination under any one of the following conditions:

a. By the **DEPARTMENT**, if the **CITY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.

b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **CITY** refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the **CITY** pertinent to this **AGREEMENT** unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), of the Florida Statutes.

c. If mutually agreed to by both parties, upon thirty (30) days written advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.

d. By the **CITY**, upon thirty (30) days advance written notice to the **DEPARTMENT**.

Prior to termination of the **AGREEMENT** under this Section, the **CITY** shall, at its sole cost and expense, remove all the **IMPROVEMENTS** and restore the area to a standard concrete sidewalk, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**, and shall further any remaining **IMPROVEMENTS**, and restore the area to the same or similar condition as existed prior to the installment of the **IMPROVEMENTS**, in accordance with the **DEPARTMENT'S** guidelines, standards, and procedures, and to the satisfaction of the **DEPARTMENT**.

8. **TERMS**

a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

b. E-Verify

The **CITY** shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. **(Executive Order Number 2011-02)**

The **CITY** shall insert the above clause into any contract entered into by the **CITY** with vendors or contractors

hired by the **CITY** for purposes of performing its duties under this **AGREEMENT**.

c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.

e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.

f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.

g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.

i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.

j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.

k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

9. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **CITY** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **CITY's** exercise or attempted exercise of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any act, action, neglect or omission by the **CITY**, its officers, agents, employees or representatives in any way pertaining to this **AGREEMENT**, whether direct or indirect, except that neither the **CITY** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the negligence of the **DEPARTMENT**.

The **CITY's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **CITY's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **CITY** of a claim shall not release the **CITY** of the above duty to defend and indemnify the **DEPARTMENT**.

The **CITY** shall pay all costs and reasonable attorney's fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **CITY's** evaluation of liability or its inability to evaluate liability shall not excuse the **CITY's** duty to defend

and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was solely negligent shall excuse performance of this provision by the **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY OF MIAMI BEACH:

BY:_____
CITY Manager

ATTEST:_____**(SEAL)**
CITY Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION:

BY:_____
District Director of
Transportation Operations

ATTEST:_____
Executive Secretary

LEGAL REVIEW:

BY:_____
CITY Attorney

BY:_____
District Chief Counsel

EXHIBIT 'A'

PROJECT LIMITS

Below are the limits of the **IMPROVEMENTS** to be maintained by the **CITY** under this **AGREEMENT.**

State Road Number: **112**

Local Street Names: **West 41st Street**

Agreement Limits: **Indian Creek Drive to Collins Avenue**

County: **Miami-Dade**

EXHIBIT 'B'

CITY OF MIAMI BEACH RESOLUTION

To be herein incorporated once ratified by the **CITY** Board of Commissioners.

RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT (MMOA), ATTACHED AS EXHIBIT 1, BETWEEN THE CITY OF MIAMI BEACH ("CITY") AND SUKKAH MIAMI BEACH ACQUISITIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER"), TO DESIGN, CONSTRUCT, AND INSTALL LANDSCAPING AND ASSOCIATED IMPROVEMENTS ("IMPROVEMENTS") OF THE PROPERTY AND IN CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY ABUTTING THE PROPERTY, LOCATED AT 4000 COLLINS AVENUE ("PROPERTY"), AND EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS, ATTACHED HERETO AS EXHIBIT 2, WHICH COVENANT TRANSFERS RESPONSIBILITY OF THE LANDSCAPING IMPROVEMENTS AND MAINTENANCE COSTS ASSOCIATED WITH THE MMOA TO THE OWNER, IN CONNECTION WITH THE REDEVELOPMENT OF THE PROPERTY AS A HOTEL DEVELOPMENT.

WHEREAS, the applicant, Sukkah Miami Beach Acquisitions LLC, a Delaware Limited Liability Company, is the owner of the property located at 4000 Collins Avenue, as identified by Miami-Dade County Folio No. 02-3226-001-1930; and

WHEREAS, The Historical Preservation Board (File No. HPB17-0097), requested that the proposed Continental Hotel development at 4000 Collins Avenue install landscaping encroachments in the public right-of-way; and

WHEREAS, the City requires that the owner design, construct, and install landscaping and associated improvements on the Property and in certain portions of the public right-of-way abutting the property, in accordance with the Hardscape Plan, Planting Plan, Plant List and Specifications, Irrigation Plan, Irrigation Specifications, and Lighting Plan; and

WHEREAS, the owner has applied to the City for permission to install the improvements within the right-of-way, according to these Plans. The Florida Department of Transportation (FDOT) has jurisdiction over State Road (SR) 112 West 41st Street, from Indian Creek Drive to Collins Avenue, which abuts the Property. Pursuant to this request, FDOT has approved the development's request for work within 41st Street right-of-way; and

WHEREAS, FDOT allows private development to install landscaping along urban corridors as part of a private development projects, as long as the municipality agrees to execute a Landscape Maintenance Memorandum of Agreement (MMOA) with FDOT, accepting full maintenance responsibility of the landscaped area. The City of Miami Beach has executed several similar agreements in the past where landscaping was installed; and

WHEREAS, current City ordinance requires the adjacent property owner to maintain all items. In addition to adherence to approved site plans, the City will have the property owner record a covenant regarding their responsibility to adequately maintain these items as required by FDOT at no cost to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, hereby that the Mayor and City Commission hereby approve and authorize the Mayor and the City Clerk to execute a Landscape Maintenance Memorandum of Agreement (MMOA), attached as Exhibit 1, between the City of Miami Beach ("City") and Sukkah Miami Beach Acquisitions LLC, a Delaware limited liability company ("Owner"), to design, construct, and install landscaping and associated improvements ("Improvements") of the property and in certain portions of the public right-of-way abutting the property, located at 4000 Collins Avenue ("Property"), and execute a declaration of restrictive covenants, attached hereto as Exhibit 2, which covenant transfers responsibility of the landscaping improvements and maintenance costs associated with the MMOA to the owner, in connection with the redevelopment of the property as a hotel development.

PASSED and ADOPTED this _____ day of _____, 2020.

_____
DAN GELBER, MAYOR

ATTEST:

_____
RAFAEL E. GRANADO, CITY CLERK