

## **FLORIDA BOTANICAL GARDEN FOUNDATION LICENSE AGREEMENT**

This Florida Botanical Garden Foundation License Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, 2021 (the “**Effective Date**”) between the Florida Botanical Gardens Foundation, Inc., a Florida nonprofit corporation (the “**FBG Foundation**”), and Pinellas County, a political subdivision of the State of Florida (“**County**”), with respect to the Majeed Discovery Garden at the Florida Botanical Gardens (the “**Majeed Discovery Garden**”). The FBG Foundation and the County shall together be referred to herein as the “**Parties**” and individual as a “**Party**.”

WHEREAS, the Florida Botanical Gardens are developed and maintained by the Parks and Conservation Resources Department of Pinellas County, Florida;

WHEREAS, the FBG Foundation is a nonprofit corporation that supports the Florida Botanical Gardens financially and through the work of FBG Foundation volunteers;

WHEREAS, the FBG Foundation desires to construct and jointly maintain and operate with the County a children’s garden within the Florida Botanical Gardens;

WHEREAS, contemporaneously with the execution of this Agreement, the Majeed Foundation, Inc., a Florida nonprofit corporation (the “**Majeed Foundation**”) and the County are entering into an agreement (the “**Majeed/County Agreement**”) pursuant to which the County will provide naming and other rights to the Majeed Foundation in consideration for the Majeed Foundation’s donation to the FBG Foundation for the construction, maintenance, and operation of the Majeed Discovery Garden; and

WHEREAS, the FBG Foundation and the County desire to enter into this Agreement to set forth the rights, terms, and conditions of the FBG Foundation’s construction and, with the County, maintenance and operation of the completed Majeed Discovery Garden.

NOW, THEREFORE, in consideration of the mutual undertakings of the Parties, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Agreement (the “**Agreement Term**”) will begin on the Effective Date, and unless earlier terminated pursuant to Section 9 will continue for twenty-five (25) years from the time of the Majeed Discovery Garden opening and installation of the Majeed Discovery Garden signage pursuant to the Majeed/County Agreement. The Parties may extend the term of this Agreement in a signed writing by both Parties for an additional fifteen-year term. The Parties will endeavor to extend this Agreement for the additional fifteen-year term upon the expiration of this Agreement if neither Party has breached this Agreement without cure. This Agreement is subject to, and subordinate to, the Operating Agreement between the Parties, except to the extent the Operating Agreement has a shorter term than this Agreement or to the extent the Operating Agreement conflicts with this Agreement regarding the Majeed Discovery Garden.

2. **Garden Boundaries.** The boundaries of the Majeed Discovery Garden shall be consistent with the Garden Plans and as approximately set forth in Exhibit “A”.

3. **Planning/Construction.**

- a) **Garden Plans; Changes.** As of the Effective Date, the FBG Foundation has submitted a fully completed set of the Garden Plans to Pinellas County Parks and Conservation (“PCR”), and PCR has approved such Garden Plans, which are attached hereto as Exhibit “B” (the “Garden Plans”). PCR issued permission for the FBG Foundation to proceed to permits, and as of the Effective Date the Garden Plans are in permitting. Following the Effective Date, the FBG Foundation will submit any material changes to the Garden Plans to PCR for approval prior to implementing such changes. PCR will use all reasonable efforts to promptly review and provide comments, if any, regarding such changes but in no event later than ten (10) business days following receipt. The FBG Foundation will use a licensed engineering/architectural firm to complete all design work for the Majeed Discovery Garden.
- b) **Construction.** The FBG Foundation will construct the Majeed Discovery Garden per the Garden Plans, as amended per the terms provided herein. The FBG Foundation will not be required to obtain County or PCR approval other than as set forth in Section III(a), above. The FBG Foundation will use a licensed contractor for all phases of construction for the Majeed Discovery Garden.
- c) **Access.** The County will provide the FBG Foundation access to the EMS gate for construction equipment and materials delivery.
- d) **Responsibility.** The FBG Foundation is solely responsible for acquiring any and all permits and licenses necessary for the full completion of the design and construction of the Majeed Discovery Garden.

4. **Use of Majeed Discovery Garden.**

- a) **Use.** The FBG Foundation will have the exclusive right to construct the Majeed Discovery Garden. Without limiting the foregoing:
  - (i) The FBG Foundation will have the exclusive authority, without the County’s prior approval on a per-event basis, for Tuesday, Wednesday, and Thursday of each week, to: (1) program (“book”) the Majeed Discovery Garden for education events, birthday parties, and the like; and (2) collaborate with other organizations on programming and events.
  - (ii) The County will not build or place any structure within the Majeed Discovery Garden boundaries, or store any materials within the Majeed Discovery Garden boundaries, without the prior written consent of the FBG Foundation.

(iii) All revenue generated from Majeed Discovery Garden bookings and events generated by either the FBG Foundation or the County will be split evenly between the County and the FBG Foundation.

(iv) The County will be the operator of the Majeed Discovery Garden, subject to the FBG Foundation's right to schedule programs and other events, without County approval on Tuesdays, Wednesdays, and Thursdays.

(v) The County and the FBG Foundation will pay for the maintenance costs of supporting the Majeed Discovery Garden, as set forth on the attached Exhibit "D".

(vi) The County may prevent the public from utilizing the playground portion of the Majeed Discovery Garden, using its reasonable judgment and only as long as is necessary for health, safety, or maintenance purposes.

Nothing in this Agreement will prohibit the County from entering into license and other agreements with third parties with respect to other areas of the Botanical Gardens, provided that such agreements are compatible with the activities of the Majeed Discovery Garden.

- b) **Liability Coverage.** The FBG Foundation may provide general liability coverage to contractors, vendors, performers, and other programming without obtaining County or PCR approval on a per-event basis, provided that the FBG Foundation complies with any requirements that the County specifies in this Agreement.
- c) **Restroom Access.** The County will allow visitors to use the tropical plaza restroom located within the Florida Botanical Gardens outside of PCR's regular operational hours, as may be adjusted from time to time. The FBG Foundation is required to cover any additional staffing, maintenance, custodial, and costs associated with opening PCR's headquarters outside of PCR's regular business hours, as determined by PCR.
- d) **Permitted Purposes.** The County and the FBG Foundation will ensure that the Majeed Discovery Garden is used for the Permitted Purposes. Consistent with the description of the Majeed Discovery Garden attached hereto as Exhibit "C", the FBG Foundation will support the County's operation of the Majeed Discovery Garden for the following purposes (each a "**Permitted Purpose**"): (1) exposing children to the natural Florida environment, and allowing them to interact with plants, see where food and fibers grow, and experience the role of birds, butterflies, and bees in nature; (2) providing programming opportunities scheduled through the County for children to learn about the care and nurture of plants and animals, as the children interact in creative spaces designed to stimulate all five senses; and (3) scheduling paid events, through the County, that are consistent with the foregoing purposes and do not detract from the goal of making the Majeed Discovery Garden accessible for all children, regardless of ability to pay. The responsibilities and obligations of the FBG Foundation and the County, including how scheduling will function, are set forth in Exhibit "D".

**5. Maintenance.**

a) **FBG Foundation/County Obligations.** The County and the FBG Foundation's maintenance obligations are set forth on the Operations Table attached as Exhibit "D".

(i) Subject to a Fiscal Non-Funding occurrence and/or the County's fiscal year budgeting, the County will maintain the Majeed Discovery Garden consistent with its overall maintenance of the Florida Botanical Gardens.

(ii) Each party will perform its maintenance obligations in a manner that ensures that the Majeed Discovery Garden is maintained, repaired, and replaced in substantially the condition contemplated at opening by the Garden Plans, ordinary wear and tear excepted.

b) **Horticulturalist.** The County may retain a horticulturalist or equivalent professional, as determined by the County, and at the County's sole discretion, to review plans for plant material and planting locations and provide other consulting services for the Majeed Discovery Garden.

**6. Name; Signage.** The parties will comply with the Name/Signage Plan, attached as Exhibit "E". The County shall grant the Majeed Foundation exclusive naming rights to the Majeed Discovery Garden during the Agreement Term in that separate Majeed/County Agreement. The foregoing notwithstanding, the FBG Foundation may provide third-party naming rights within the Majeed Discovery Garden as set forth in this Agreement.

**7. Majeed Foundation.** Each party will comply with its obligations under its agreement with the Majeed Foundation with respect to the Majeed Discovery Garden.

**8. Fiscal Non-Funding.** This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the FBG Foundation in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

Notwithstanding the above, in the event of a Fiscal Non-Funding occurrence, the County will permit the FBG Foundation to provide any funding for the Majeed Discovery Garden that the County is unable to provide due to a Fiscal Non-Funding occurrence. In the event of such occurrence and funding by the FBG Foundation, this Agreement will not be terminated, and the FBG Foundation will have sole discretion in the use of the FBG Foundation's funds consistent with this Agreement.

**9. Termination.** Either party may terminate this Agreement for Cause. For purposes of this Agreement, “Cause” means the other party’s material breach, if the breaching party fails to cure the breach within sixty (60) days after receiving notice thereof (or, if the breach is not reasonably susceptible of cure within sixty (60) days, the breaching party has commenced a cure within sixty (60) days and cures the breach within a reasonable period thereafter, not to exceed one hundred eighty (180) days). In addition, if the County fails to meet its maintenance or other obligations due to an appropriation shortfall, the FBG Foundation may terminate for Cause (but will not have the right to bring an action against the County for breach of contract, or compel the County to comply, and will in all instances be considered a termination without penalty to the County).

**10. Indemnification.** The FBG Foundation agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees and paralegals’ fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from this Agreement, including, but not limited to, any persons or entity that the FBG Foundation may contract with in furtherance of this Agreement; or on account of any act or omission, neglect or misconduct of the FBG Foundation; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County. The FBG Foundation’s duty to indemnify the County is separate and in addition to any forms of insurance that it may be required to purchase in furtherance of this Agreement.

**11. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement must be tried and litigated exclusively in the State of Florida or federal (if permitted by law and either the County or the FBG Foundation elects to file an action in federal court) courts located in, nearest to, or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**12. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void by a court, that determination will not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the omission of the particular clause, term, or condition held to be illegal or void: (1) renders the balance of this Agreement impossible to perform; or (2) deprives a party of its consideration for entering into this Agreement.

**13. Taxes.** The FBG Foundation acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes. The County acknowledges that, due to its not-for-profit status, the FBG Foundation is a tax-exempt entity. The FBG Foundation will alert the County in writing within thirty (30) days if its tax-exempt status changes.

**14. Assignment.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred, or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void. Any purported or attempted assignment in violation of this section constitutes grounds for termination of this Agreement, at the election of the non-assigning Party. Notwithstanding the foregoing, the FBG Foundation may assign its rights under this Agreement: (1) to any nonprofit entity controlled by the FBG Foundation, without the consent of the County, but will nonetheless alert the County in writing of any assignment; or (2) to any other nonprofit entity with the County's consent, which will not be unreasonably denied.

**15. Compliance With All Laws.** The FBG Foundation will comply, at its own expense, with all applicable federal, state, county and Pinellas County Parks and Conservation Resources Department policies, local laws, ordinances, rules, and regulations in the performance of its obligations under this Agreement, including the procurement of licenses, permits and certificates where required, and including, but not limited to, applicable laws and regulations governing construction, taxation, Workers' Compensation, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), and Occupational Safety and Health Administration (OSHA) (including the Trench Safety Act, Ch. 553.60-553.64, Florida Statutes), health and the environment, work hours, labor and labor conditions, and privacy of medical records or information as applicable to this contract. If the FBG Foundation observes that any attachments or exhibits to this Agreement are at variance with this section, the FBG Foundation will notify the County in writing within thirty (30) days.

**16. Public Records.** The FBG Foundation acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and the County's public records policies. The FBG Foundation agrees that prior to providing services under this Agreement, it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the FBG Foundation agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. IF THE FBG FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT PARKS@PINELLASCOUNTY.ORG, (727) 582-2100, PINELLAS COUNTY PARKS AND CONSERVATION RESOURCES, 12520 ULMERTON RD., LARGO, FL 33774.

**17. Liability for Activities on County-Owned, Controlled, or Operated Property.** The FBG Foundation will not undertake any acts or activities that foreseeably could cause damage to

any County-owned, controlled, or operated property, without first obtaining the prior written approval of the Bureau Director of the Pinellas County Parks and Conservation Resources Department, or designee.

The County will not assume any responsibility for damage to any equipment or material stored on any County-owned, controlled, or operated property, nor for any damage to any third party's property or person damaged or injured in relation to such equipment or material being stored by the FBG Foundation on any County-owned, controlled, or operated property, for activities taken by the FBG Foundation in furtherance of this Agreement.

**18. Insurance:** The FBG Foundation will acquire and maintain an appropriate amount of insurance coverage, consistent with the County's Risk Department requirements as set forth in Exhibit F. The Insurance requirements contained in Exhibit F encompass the insurance requirements set forth in the Operating Agreement between Pinellas County, Florida and Florida Botanical Gardens Foundation, Inc., attached hereto as Exhibit G and, the FBG Foundation may satisfy the requirements of both agreements by meeting the insurance requirements set forth in Exhibit F hereto. Said coverage shall be primary and non-contributory.

**19. Notice:** All notices, forms, and any other written correspondence pertaining to this Agreement shall be in writing and delivered via e-mail, or USPS Certified Mail to the following addresses, with the express understanding that the FBG Foundation must communicate with PCR about the implementation, execution, and resolution of any conflicts associated with this Agreement:

As to the County:

Pinellas County Parks and Conservation Resources Department  
Attn: Bureau Director  
12520 Ulmerton Road  
Largo, FL 33774  
[pcozzie@pinellascounty.org](mailto:pcozzie@pinellascounty.org)

As to the FBG Foundation:

Florida Botanical Gardens Foundation, Inc.  
Attn: President  
12520 Ulmerton Road  
Largo, FL 33774-3602  
[flbgfoundation@gmail.com](mailto:flbgfoundation@gmail.com)

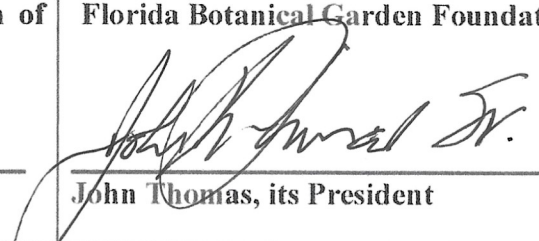
**20. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes any oral or written prior agreements or communication between the Parties with respect to its subject matter. This Agreement may not be amended, except by an instrument signed in writing by an authorized representative of each Party hereto. Each Party shall execute such documents and perform such further acts as may be reasonably requested by the other Party to carry out the purposes of this Agreement. No course of dealing between the Parties, nor any omission, failure, or delay by a Party in exercising or

enforcing any right under this Agreement, shall be deemed to: (a) be a waiver of any right; (b) limit or prohibit the future exercise or enforcement of any right; or (c) affect the validity of any provision of this Agreement. No waiver of any breach of any term, condition, or obligation by either Party shall be effective unless it is in writing and executed by the Party against which enforcement is sought. The provisions of Section 20 will survive termination of this Agreement for any reason.

**21. Construction.** For purposes of this Agreement: (a) unless the context otherwise requires, the masculine, feminine, and neuter genders shall include each of the other genders, the singular shall include the plural, and the plural shall include the singular; (b) the headings are for convenience only, and are not intended to limit the scope or intent of this Agreement; (c) the definition of any defined term shall apply equally to both the singular and plural forms of the term, and to other forms of the word; (d) any reference to a number of days shall be deemed to refer to calendar days; (e) if the final date of any period for the taking of any action falls on a day other than a Business Day, then the end of such period shall be extended to 5:00 p.m. Pinellas County, Florida time on the next day that is a Business Day; and (f) any reference to an Section or Exhibit refers to an Section or Exhibit of this Agreement. The rights, remedies, powers, and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers, and privileges available at law or equity. **“Business Day”** means any day other than a Saturday, Sunday, or Pinellas County government holiday.

**22. Execution; Counterparts.** Any photocopy, scan, or other reliable reproduction of a signature page hereof showing the signature of an individual will be conclusive evidence of execution hereof by that individual and may be used in lieu of the original signed signature page for all purposes. This Agreement may be executed in any number of counterparts, and all counterparts will be construed together as one agreement. This Agreement shall be construed without regard to any presumption requiring interpretation against the drafting Party.

**IN WITNESS WHEREOF**, an authorized officer of each Party has executed this Agreement, effective as of the Effective Date.

<b>Pinellas County, a political subdivision of the State of Florida</b>	<b>Florida Botanical Garden Foundation, Inc.</b>
<hr/>	
<b>Dave Eggers, Chair</b>	<b>John Thomas, its President</b>

APPROVED AS TO FORM  
By: Matthew Tolnay  
Office of the County Attorney



## EXHIBIT A

### **Garden Boundaries**

Beginning at the northwest corner of the site at the line of intersection of the stockade fence and the south side of the northern walkway;

Thence running easterly along the south side of the north walkway at the North Bridge approximately 330 feet to the west side of McKay Creek;

Thence turning south along the west side of McKay Creek approximately 485 feet to the South Bridge;

Thence turning west along the north side of the raised boardwalk approximately 235 feet to the concrete walk that borders the parking lot;

Thence running northwesterly along the east side of the walk approximately 130 feet to the west side of the existing concrete walk that bisects the Children's Discovery Garden;

Thence turning north along the west side of the existing walk that bisects the garden approximately 45 feet to the north side of the walk that provides access to the butterfly garden;

Thence turning west along the north edge of concrete walk and pads that support percussion instruments approximately 30 feet to a point;

Thence turning north approximately 80 feet on a straight line to the southeast corner of the stockade fence;

Thence running northerly along the fence approximately 80 feet to the point of beginning.

Although not part of the Majeed Discovery Garden construction will require utility connections, compensatory flood storage and excess soil disposal at other locations that are part of the Florida Botanical Gardens property.

**EXHIBIT B**

Majeed Discovery Garden Plans

[Attached.]

## EXHIBIT C

### Majeed Discovery Garden Description

The Florida Botanical Gardens Foundation (FBGF), is undertaking the creation of a new garden within the Botanical Gardens footprint. The Discovery Garden (DG) will be designed specifically to entice, engage and educate children through discovery and play.

The Florida Botanical Gardens is a part of Pinellas County's park system, which includes 15 regional parks, 4 neighborhood parks, the Pinellas Trail, Heritage Village Historical Museum, and 4 nature preserves, including Brooker Creek and Weedon Island. All of these entities are made available to county residents and guests, regardless of socio-economic status, and their impact will only be strengthened with the addition of the DG, as it will enable them to supply to a wider demographic. With no cost for admission, thousands of annual visitors from the Tampa Bay community and beyond are able to enjoy the Botanical Gardens. It is accessible to all those who live, work, and play in Pinellas County, and it provides an oasis for many looking to relax and escape. Our Guest Book boasts reviews by visitors from around the world, who partake in the beauty and serenity of the Gardens. Adding a Children's Garden will broaden the appeal for families with children living in and visiting the community.

The area proposed for the DG is approximately 2.5 acres. Of which, 1.5 acres will be used for the site improvements and 1-acre will receive plantings and natural enhancements. An existing concrete walk running north/south divides the site into a 1/2 acre to the west and 2 acres to the east, and features the main entry, which includes ADA-compliant paths, a rain feature, benches and plantings. The west side of the DG has hard surfaces of concrete and pavers, while the east is more natural with surfaces of turf, stabilized soil, wood fiber, pour-in-place play surfaces and mulch. Both sides provide for unstructured play, engaging nature activities, and seating and amenities for parents/supervisors.

The Music Forest contains a plaza of pavers among trees providing a shady space for play with oversized, stationary, musical instruments. A fun and engaging access to this section will be by rope bridge through a stand of bamboo. Pollinator Landing is a multi-purpose area for climbing, group presentations, puppet shows and theatre skits with seating. The east side of DG features primary educational elements, as well as Florida-Friendly Landscaping™ exhibits. Roots n Shoots is an environment where children can get their hands dirty, and includes a hand water pump, as a source for play and watering plants. A screened classroom building will facilitate nature observation and create a location for structured programming. It will provide for both educational presentations and a space for children's events and parties. Other places for play are provided by a large Beetle Climber and Trunk Jump. A loop path through the southern end of the site will provide for wildlife observation, as well as a location for children to display their artwork on an Artline.

**EXHIBIT D**

Operations Table

Activity	PCR	FBGF	Comments:
<b>Basic Maintenance</b>			
General Landscape Maintenance	Yes	No	
General Irrigation Maintenance	Yes	No	
General Electrical Maintenance	Yes	No	
Equipment Maintenance; Long-term maintenance, repairs, and replacement of equipment and structures	Yes	Yes	FBGF to monitor; repairs/ Costs split 50/50
Landscape Materials/Supplies including mulch, chemicals, related equipment	Yes	No	FBGF will continue to support with Funding as outlined in current FBGF/PC Operating Agreement
Routine Maintenance Staff	Yes	No	FBGF will continue reimbursement procedure as outlined in current FBGF/PC Operating Agreement
<b>Programmatic Activities</b>			
Educational Staff	No	Yes	FBGF may hire an educator to manage programmatic activities in CDG. FBGF may provide educator each weekday Tuesday-Thursday
Daily Cleaning and material setup –education building	No	Yes	FBGF Staff & Volunteers
Educational materials & supplies	No	Yes	FBGF will manage purchase/storage/use
Workshops & Classes including conducting/evaluation	No	Yes	FBGF Staff & Volunteers
Tours & related activities	No	Yes	FBGF Staff & Volunteers to manage to ensure consistency and no scheduling conflicts, but tours are not exclusive to FBGF
Special Events	Yes	Yes	All scheduling through PCR
Volunteer Recruitment, Training, & management	No	Yes	Screening through PCR as is current procedure, but FBGF to facilitate.
Scheduling Facilities for Classes, workshops, private rentals	Yes	No	FBGF may have recurring use of classroom space each weekday Tuesday-Thursday. All other bookings through the County

**EXHIBIT E**

Name/Signage Plan

[Attached.]

**Exhibit F: Minimum Insurance Requirements**  
**(to be added by County Risk Department)**

EXHIBIT "F"  
Insurance Requirements

The LICENSEE must obtain and maintain, and require any contractors or sub-contractors to obtain and maintain, at all times during the License unless otherwise provided for herein, insurance of the types and in the amounts set forth. All insurance policies must be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within three (3) calendar days prior to the Commencement Date, the LICENSEE shall provide the LICENSOR with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the License. The Certificate(s) of Insurance must be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured must be attached to the certificate(s).

LICENSEE must not use the Premises until the required Certificate(s) of insurance are received and approved by the LICENSOR. Approval by the LICENSOR of any Certificate of Insurance does not constitute verification by the LICENSOR that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the License. LICENSOR reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the LICENSEE and any sub-contractors to meet the requirements of the License must be endorsed to include Pinellas County as an Additional Insured.

If any insurance provided pursuant to the License expires prior to the termination of the License, renewal Certificates of Insurance and endorsements must be furnished by the LICENSEE to the LICENSOR at least thirty (30) days prior to the expiration date.

LICENSEE must also notify LICENSOR within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said LICENSEE from its insurer. Notice must be given by certified mail to: Pinellas County

Risk Department, 400 S. Ft. Harrison Avenue, 3rd Floor, Clearwater, Florida 33756; and nothing contained herein must absolve LICENSEE of this requirement to provide notice.

Should the LICENSEE, at any time, not maintain the insurance coverages required herein, the LICENSOR may terminate the License, or at its sole discretion may purchase such coverages necessary for the protection of the LICENSOR and charge the LICENSEE for such purchase. The LICENSOR is be under no obligation to purchase such insurance, nor is it responsible for the coverages purchased or the insurance company or companies used. The decision of the LICENSOR to purchase such insurance is not a waiver of any of its rights under the License.

Each insurance policy, including those related to the Majeed Family Children's Garden construction, must include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, must have no recourse against LICENSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LICENSEE.
- (2) The term "County" or "Pinellas County" includes all Authorities, Boards, Bureaus, Commissions, Commissioners, Divisions, Departments and Constitutional offices of LICENSOR and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" does not apply to any insurance coverage currently held by LICENSOR or any such future coverage, or to LICENSOR's Self-Insured Retentions of whatever nature.
- (4) All policies must be written on a primary, non-contributory basis.
- (5) Insurance policies, other than Professional Liability, must include waivers of subrogation in favor of Pinellas County from both the LICENSEE and sub-contractor(s).

The insurance requirements for this License, which must remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limits

Florida Statutory



Employer's Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

Community General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

Limits

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Umbrella	\$2,000,000
General Aggregate	\$2,000,000

Property Insurance LICENSEE will be responsible for all damage to its own property, equipment and/or materials.

The additional Insurance policies are required during the construction of the Majeed Family Children's Garden for any contractor or subcontractor hired by LICENSEE:

Automobile Liability Insurance shall be provided in accordance with the laws of the State of Florida as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The bodily injury and property damage limits shall not be less than \$1,000,000 combined single limit for each accident.

**Exhibit G: Operating Agreement between  
Pinellas County, Florida  
and  
Florida Botanical Gardens Foundation, Inc.**

**OPERATING AGREEMENT BETWEEN  
PINELLAS COUNTY, FLORIDA  
AND  
FLORIDA BOTANICAL GARDENS FOUNDATION, INC.**

THIS AGREEMENT, made and entered into this 13 day of November, 2019 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and the Florida Botanical Gardens Foundation, Inc., a Florida nonprofit corporation, with its in principal place of business and mailing address located at 12520 Ulmerton Road, Largo, FL 33774-3602, hereinafter referred to as the "FOUNDATION."

**WITNESSETH:**

WHEREAS, Section 90-18 of the Pinellas County Code (the "Code") requires that Citizen Support Organizations (CSO) such as the FOUNDATION conducting operations on COUNTY parks and preserves enter into written agreements with the COUNTY;

WHEREAS, the COUNTY and the FOUNDATION have a long-standing, mutually beneficial relationship each party seeks to continue;

WHEREAS, the FOUNDATION contributes significant technical expertise, time, and funds to help maintain and enhance the Florida Botanical Gardens (the "Gardens"), which ultimately provide savings for the COUNTY and its taxpayers; and

WHEREAS, the COUNTY and the FOUNDATION share a common elements of a vision to further enhance the Gardens' ecosystem, infrastructure, and visitor experience.

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

**A. Purpose:** The purpose of this Agreement is to provide a basic legal mechanism for the parties to work together to support the Gardens. Nothing herein prevents the parties from executing separate, more specific, agreements toward that end.

**B. COUNTY Facilities Use by the FOUNDATION:** The COUNTY shall provide certain reasonable and complementary use of the Gardens to the FOUNDATION. The COUNTY shall also provide certain reasonable and complementary use of the COUNTY Parks & Conservation Resources Department's ("Department") headquarters ("Headquarters") located at 12520 Ulmerton Road, Largo, FL 33774 to the FOUNDATION. Such use of the Gardens and Headquarters may include, but is not limited to gift shop operations, and other day-to-day FOUNDATION business. Such use shall be permitted at the COUNTY's discretion, although the COUNTY may not unreasonably withhold such use. Before the COUNTY may revoke any FOUNDATION right to use the Headquarters for gift shop operations and office space, it shall first provide the FOUNDATION with ninety (90) days' written notice. In the event that use of the Gardens and/or Headquarters by the FOUNDATION becomes impossible, impracticable, or otherwise unsafe due to unforeseen health or safety hazards, a natural disaster, local government shutdown, security breach, or other exigent circumstance affecting the Gardens and/or Headquarters, then the COUNTY will not be required to provide ninety (90) days' written notice to the FOUNDATION. The COUNTY will instead provide prompt and reasonable notice under the circumstance(s) to the FOUNDATION regarding the existence of such conditions and will thereafter endeavor to make Headquarters available as soon as practicable. The FOUNDATION shall maintain the Gardens and Headquarters facilities that it occupies in clean, safe, and working order at all times. Unless directed otherwise by the COUNTY, prior to the Gardens closure, the

FOUNDATION shall return all Gardens and Headquarters facilities it uses during the day to the same condition that they were in when FOUNDATION operations commenced on that day. Any complementary use of the COUNTY's facilities shall be consistent with the Department's Mission and the FOUNDATION's Mission.

**C. Budget and Expenditures:** Except as otherwise provided in this section, the FOUNDATION shall have full control over its budget. The COUNTY shall not require any expenditures by the FOUNDATION, outside of incidental charges to which any member of the public would be subject (e.g., permit applications fees). Notwithstanding the above, the FOUNDATION shall expend all funds it generates strictly for the benefit of the Gardens and reasonable administrative and operational costs incurred therewith. The FOUNDATION shall utilize reasonable financial procedures to record its revenues and expenditures and update its gross assets and liabilities accordingly. Notwithstanding its other obligations and financial support of the Gardens, the FOUNDATION will provide sixty-thousand (\$60,000) dollars per fiscal year to the COUNTY to supplement the COUNTY's maintenance efforts at the Gardens. These funds may be used to provide funding for a part-time Parks Maintenance Worker, the details of which will be set forth in a separate agreement. These funds will also be used for maintenance related activities at the Gardens, including, but not limited to, purchasing, installing, and maintaining plants, flowers, trees, soil, fertilizer, tools, and any other materials used solely within the Gardens. The FOUNDATION will provide funding to the COUNTY on a **quarterly** basis for all other maintenance related expenditures under **Section C** upon receiving receipts and supporting documentation detailing the costs of the maintenance related expenditures. The COUNTY recognizes that such receipts and documentation allow the FOUNDATION to

comply with its fiduciary responsibilities as outlined in this Agreement and in the FOUNDATION's Fiscal Policies and Procedures. Either party may submit a written request, to be approved by the other party, for an upward or downward adjustment to the sixty-thousand (\$60,000) dollar per fiscal year maintenance related allocation provided by the FOUNDATION.

**D. Annual Reporting Requirements:** In accordance with Section 90-18(c) of the Code, the FOUNDATION shall, between September 15 and September 30 of each year, provide the COUNTY with an **Annual Plan of Work** containing, at a minimum, a copy of the following: (1) its budget for the upcoming fiscal year; (2) a statement of its annual goals and objectives; (3) a staff report evaluation of the ending current fiscal year's operations and programs; and (4) a list of its current officers. Furthermore, in accordance with Section 90-18(c) of the Code, the FOUNDATION shall, between September 15 and September 30 of each year, provide the COUNTY with an **Annual Financial Report** containing, at a minimum, a copy of the following: (1) a balance sheet with supporting financial statements for the **previous** fiscal year, and (2) its most recent Form 990 issued to the Internal Revenue Service for Tax-Exempt Organizations for the **previous** fiscal year.

**E. Intent of Annual Reporting Requirements:** The intent of the reporting requirements listed in Section D above is not to burden the FOUNDATION, but rather to ensure transparency with donors and the public. Therefore, reportable items need not be overly comprehensive, but shall be detailed enough to provide donors with (1) complete assurance that donations have not been misappropriated and (2) a firm understanding of the ends (projects, activities, services, etc.) that his or her donation may have supported or will support. To assist in preparing its Annual Plan of Work and any other annual reports, the

FOUNDATION may request that the COUNTY provide a written overview of the Gardens' anticipated needs and completed projects. Such overview shall be provided to the FOUNDATION within thirty (30) days of request and shall include cost estimates of any financial commitments requested of the FOUNDATION. The COUNTY or the FOUNDATION may likewise request a meeting with the other Party to discuss resource allocation between the Parties for planned Gardens' projects. In the spirit of collaboration and in furtherance of this Agreement, all such reasonable requests for meetings relating to annual work should be honored by the non-requesting party in a reasonable amount of time.

**F. Compliance with Applicable Laws:** The FOUNDATION agrees to fully comply with Chapter 90 of the Code titled "Parks and Conservation Resources," Department policies, and all Rules and Regulations issued by the Department, including but not limited to acquiring COUNTY permits, licenses, or other special permissions where required. For example, if the FOUNDATION desires to hold a Special Event (as that term is defined in Section 90-3 of the Code) at the Gardens that is not authorized by a separate legal instrument executed by the COUNTY, the FOUNDATION shall first obtain a Special Event Permit from the Department as required under Section 90-9 of the Code. The FOUNDATION similarly agrees to acquire any additional requisite local, state, or federal permits and shall comply with applicable local, state, and federal law at all times.

**G. Public Records:** The FOUNDATION acknowledges that, like the COUNTY, information and data it manages pursuant to this Agreement may be public records under Section 119 of the Florida Statutes and agrees to retain, maintain, secure, and produce public records in compliance therewith. The FOUNDATION shall not charge any duplication or special service fees authorized under Section 119 of the Florida Statutes to the COUNTY should

the COUNTY request public records from the FOUNDATION pursuant to an audit, reporting requirement, or otherwise.

- H. Audit:** Notwithstanding, and in addition to the reporting and retention requirements of Sections D and G above, the parties shall retain all records relating to this Agreement, for three (3) years after termination of this Agreement. The COUNTY reserves the right to require the FOUNDATION to provide a certified financial audit conducted by an independent certified public accountant at the expense of the COUNTY at any time.
- I. Term:** This Agreement shall become effective upon execution by both parties and shall expire five (5) years from the effective date, unless terminated earlier in accordance with the provisions herein. The parties may agree in writing to extend this Agreement for two additional five (5) year terms.
- J. Amendment:** Except as otherwise provided herein, this Agreement may only be amended by mutual written agreement of the parties. The parties may amend this Agreement at any time.
- K. Termination:** Either party may terminate this Agreement with cause immediately upon notice to the other party. This Agreement may be terminated with cause if either party fails to fulfill or abide by any term or condition specified herein. Additionally, either party may terminate this Agreement without cause upon ninety (90) days' notice to the other party. The parties may likewise mutually agree in writing to terminate this Agreement for any reason at any time. As required by Section 90-18(b) of the Code, upon expiration or termination of this Agreement, the FOUNDATION will, within fifteen (15) days, cease operations at the Gardens, remove any reference to the Gardens or the Department from its entity name, and cease to hold itself out as such. The COUNTY reserves the right to avail



itself of all available legal remedies, and the expiration or termination of this Agreement will not prevent the FOUNDATION from doing same. The COUNTY will allow the FOUNDATION one-hundred and twenty (120) days following termination or expiration of this Agreement to remove all of the FOUNDATION's property from the COUNTY's premises. The FOUNDATION will bear the risk of loss for the FOUNDATION's property during this one-hundred and twenty (120) day period. Nothing herein prevents the parties from entering into a new operating agreement after expiration or termination of this Agreement.

**L. Indemnity:** The FOUNDATION shall indemnify, pay the reasonable cost of defense, including reasonable attorney's fees, and hold harmless the COUNTY from all suits, actions, or claims of any character brought on account of any negligent act or omission of the FOUNDATION, its officers, members, agents, assignees, or contractors excepting, only such injuries or damages caused by the negligence of the COUNTY.

**M. Damage to FOUNDATION Property:** Notwithstanding the indemnification language set forth in Section L above, the FOUNDATION shall be responsible for any damage to its own equipment, property, and materials.

**N. Insurance:** The FOUNDATION shall at all times during the term of this Agreement comply with the COUNTY's minimum insurance requirements set forth in Exhibit A, which is attached and incorporated hereto. The COUNTY may determine that a particular activity requires additional insurance. In this instance, the FOUNDATION shall be subject to the same COUNTY insurance procedures and requirements that any entity or citizen(s) seeking to conduct such an Activity is subject. For example, issuance of a Special Event Permit by the Department is contingent upon satisfaction of variable insurance

requirements based on the size, scope, and nature of the Special Event. The COUNTY shall consider any input from the FOUNDATION as to appropriate insurance policies and limits for a particular activity. The FOUNDATION agrees that FOUNDATION members, volunteers, and agents, when working on FOUNDATION activities and events on COUNTY property, are not COUNTY volunteers for the purposes of the COUNTY's Worker's Compensation Policy, pursuant to Fla. Stat. § 440.01–440.60 *et seq.*

**O. Assignment and Contracting:** The FOUNDATION shall not assign any interest in this Agreement or enter into any subcontract for performance of this Agreement. The FOUNDATION also will not contract with any vendor, contractor or subcontractor that provides products or services directly to patrons of the Gardens, or performs services on the Gardens, without prior written COUNTY approval. The FOUNDATION will not contract with any vendor, contractor, or subcontractor that will intentionally interact with patrons of the Gardens on behalf of the FOUNDATION without first obtaining prior written COUNTY approval. Inadvertent and unintentional interactions with the public by any FOUNDATION vendor, contractor, or subcontractor will not be considered a violation of **Section O**. The FOUNDATION also will not contract with any vendor, contractor, or subcontractor that performs services on or relating to any COUNTY property without first obtaining prior written COUNTY approval. In the absence of another established Department guideline for approving requests, the FOUNDATION may include in its written requests seeking approval from the COUNTY a request that such an approval be granted or denied within a specified reasonable timeframe. The COUNTY, through the Department, will thereafter endeavor to provide an approval or denial within the specified timeframe, and if none is provided, a reasonable amount of time under the circumstances,

providing that reasonable and sufficient notice for the written approval was provided to the COUNTY, through the Department, by the FOUNDATION. The FOUNDATION, however, will not have to obtain prior written COUNTY approval if it contracts with any vendor, contractor, or subcontractor that solely interacts with the FOUNDATION's officers, employees, and agents, or that performs services on or relating to FOUNDATION property, or that assists the FOUNDATION in its internal administrative duties. In all instances, the FOUNDATION will provide reasonable notice under the circumstances to the COUNTY when seeking prior written COUNTY approval under **Section O**. Approval may be granted by the Director of the Department, or her or his authorized representative. Approval may also be granted by a Department Operations Manager.

**P. Miscellaneous:** The COUNTY acknowledges that all items purchased by the FOUNDATION for use and installation at the Gardens become the property of the COUNTY. Ongoing maintenance and disposal of these items at the end of these items' useful life is the responsibility of the COUNTY, which may, from time to time, submit written funding requests to the FOUNDATION to cover deferred maintenance or replacement of previously funded items. The FOUNDATION will first obtain prior written COUNTY approval before the FOUNDATION purchases any items for use and installation at the Gardens.

**Q. Notice:** All notices, forms, and any other written correspondence pertaining to this Agreement shall be in writing and delivered via e-mail, or USPS Certified Mail to the following addresses:

As to the COUNTY:

Pinellas COUNTY Parks and Conservation Resources Department  
Attn: Bureau Director

12520 Ulmerton Road  
Largo, FL 33774  
[pcozzie@pinellasCOUNTY.org](mailto:pcozzie@pinellasCOUNTY.org)

As to the FOUNDATION:

Florida Botanical Gardens Foundation, Inc.  
Attn: President  
12520 Ulmerton Road  
Largo, FL 33774-3602  
[flbgfoundation@gmail.com](mailto:flbgfoundation@gmail.com)

Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt. Either party may change its notice information for this Agreement (name/title, mailing address, e-mail address) at any time by providing written notice of same to the other party.

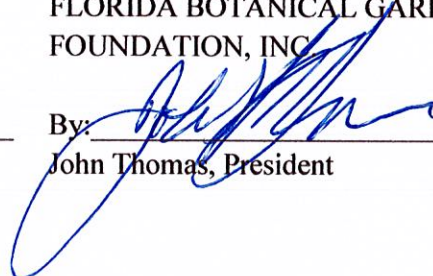
- R. Severability:** The invalidity or unenforceability of any provisions of the Agreement, including the Exhibits attached and incorporated hereto, shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- S. Supremacy:** This Agreement supersedes all prior agreements entered into by the Parties.
- T. Fiscal Non-Funding:** In the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the FOUNDATION of such occurrence within a reasonable amount of time and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the COUNTY.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

PINELLAS COUNTY, FLORIDA

By:   
Barry Burton, County Administrator

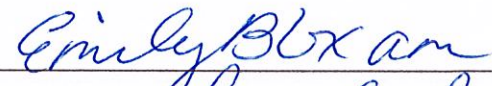
FLORIDA BOTANICAL GARDENS  
FOUNDATION, INC.

By:   
John Thomas, President

Witness:

APPROVED AS TO FORM

By:   
Office of the County Attorney

By:   
Communications Coordinator

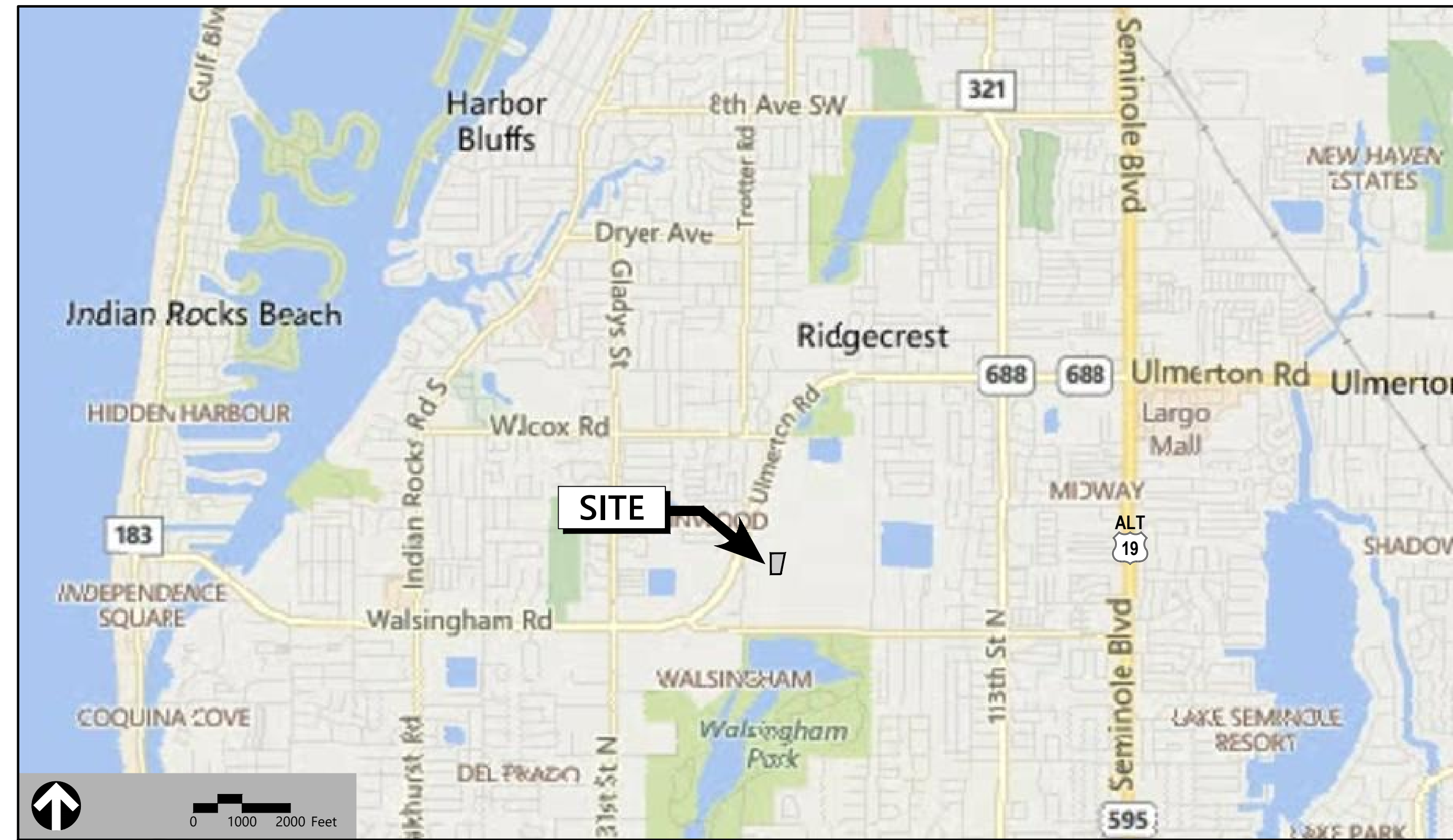
(Attesting Witness's Name/Title)

# Construction Plans

Issued for	Permitting
Date Issued	December 14, 2020
Latest Issue	December 14, 2020

## Children's Discovery Garden

12520 Ulmerton Road  
Largo, Florida



vhb.com

501 E Kennedy Boulevard  
Suite 1010  
Tampa, FL 33602  
813.327.5450  
Certificate of Authorization  
Number FL #3932

### Civil Engineer

VHB  
501 E. Kennedy Blvd.  
Suite 1010  
Tampa, FL 33602  
P 813.327.5450  
F 813.209.2365

### Owner

Pinellas County  
315 Court Street  
Clearwater, FL 33756

### Survey

VHB  
225 E. Robinson St.  
Suite 300  
Orlando, FL 32801  
P 407.839.4006

### Architect

Wannemacher Jensen  
Architects, Inc.  
St. Petersburg, FL

### Structural Engineer

Master Consulting  
Engineers, Inc.  
Tampa, FL

### Landscape Architect

Coyle & Caron, Inc.  
Orlando, FL

### Geotechnical Engineer

Driggers Engineering  
Services, Inc.  
Clearwater, FL

### Civil Sheet Index

No.	Drawing Title	Latest Issue
	Cover	December 14, 2020
C1.0	General Notes & Legend	December 14, 2020
C1.1	General Notes	December 14, 2020
C2.0	Demolition & Erosion Control Plan	December 14, 2020
C2.1	Erosion Control Details	December 14, 2020
C3.0	Site Plan	December 14, 2020
C3.1	Horizontal Geometry Plan	December 14, 2020
C3.2	Horizontal Geometry Plan	December 14, 2020
C3.3	Horizontal Geometry Plan	December 14, 2020
C4.0	Grading & Drainage Plan	December 14, 2020
C4.1	Grading Details	December 14, 2020

### Survey Sheet Index

No.	Drawing Title	Latest Issue
Sv-1	Topographic Survey Areas 1 & 2	November 26, 2018
Sv-2	Topographic & Wetland Survey Area 3	May 4, 2019
Sv-3	Topographic & Wetland Survey Area 3	May 5, 2019
Sv-4	Topographic & Wetland Survey Area 4	May 6, 2019
Sv-5	Topographic Survey Discovery Garden	September 22, 2020

### Landscape & Irrigation Sheet Index

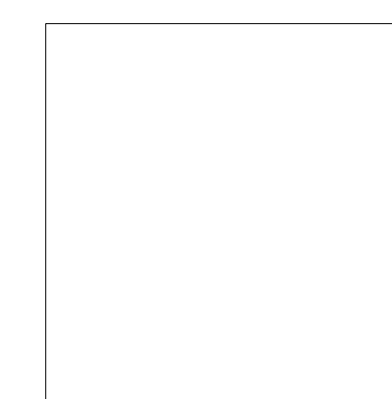
No.	Drawing Title	Latest Issue
L0.00	General Notes	December 14, 2020
L0.01	Site Key	December 14, 2020
L0.02	Tree Removal and Protection Plan	December 14, 2020
L0.03	Site Plumbing Schematic	December 14, 2020
L1.10	West Materials Plans	December 14, 2020
L1.11	South Materials Plans	December 14, 2020
L1.12	North Materials Plans	December 14, 2020
L3.10	West Fine Grading Plan	December 14, 2020
L3.11	South Fine Grading Plan	December 14, 2020
L3.12	North Fine Grading Plan	December 14, 2020
L4.10	West Planting Plan - Trees	December 14, 2020
L4.11	South Planting Plan - Trees	December 14, 2020
L4.12	North Planting Plan - Trees	December 14, 2020
L4.20	West Planting Plan - Shrubs and G.C.	December 14, 2020
L4.21	South Planting Plan - Shrubs and G.C.	December 14, 2020
L4.21A	South Planting Plan - Pond	December 14, 2020
L4.22	North Planting Plan - Shrubs and G.C.	December 14, 2020
L4.90	Planting Schedule - Site	December 14, 2020
L4.91	Planting Schedule - Site	December 14, 2020
L4.92	Planting Schedule - Site	December 14, 2020
L4.93	Planting Schedule - Pond	December 14, 2020
L4.94	Planting Details	December 14, 2020

### Landscape & Irrigation Sheet Index

No.	Drawing Title	Latest Issue
L8.00	Paving Details	December 14, 2020
L8.03	Site Electrical Details	December 14, 2020
L8.12	Metal Details - Entrance Signage	December 14, 2020
R1.10	West Irrigation Plan	December 14, 2020
R1.11	South Irrigation Plan	December 14, 2020
R1.12	North Irrigation Plan	December 14, 2020
R1.90	Irrigation Notes and Schedule	December 14, 2020
R1.91	Irrigation Details	December 14, 2020
R1.92	Drip Irrigation Details	December 14, 2020

### Electrical Sheet Index

No.	Drawing Title	Latest Issue
E0.01	Electrical Legend and Specifications	December 14, 2020
E1.00	Electrical Site Key	December 14, 2020
E1.10	West Electrical Plan	December 14, 2020
E1.11	South Electrical Plan	December 14, 2020
E1.12	North Electrical Plan	December 14, 2020
E2.00	Classroom & Shed Bldgs Electrical Plan	December 14, 2020
E3.00	Power One-Line Diagram and Schedules	December 14, 2020



KEVIN M. BYNUM, P.E.  
PE 62392

Legend

Table with two columns: Prop. and Prop. listing various engineering symbols and their corresponding descriptions such as PROPERTY LINE, LIMIT OF WORK, EASEMENT, BUILDING SETBACK, etc.

Abbreviations

Table with two columns: General and Utility. Lists abbreviations for construction elements like ABAN (ABANDON), CONC (CONCRETE), ELEV (ELEVATION), etc.

Safety

- 1. DURING THE CONSTRUCTION AND MAINTENANCE OF THIS PROJECT... 2. SIGNS AND BARRICADES TO BE ACCORDING TO FOOT MANUAL OF SAFE PRACTICES... 3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MAINTENANCE OF TRAFFIC AND PEDESTRIAN CONTROL...

Erosion Control

- 1. THE CONTRACTOR IS RESPONSIBLE FOR SITE CONDITIONS FROM THE DATE OF NOTICE TO PROCEED... 2. THE CONTRACTOR SHALL INSTALL WATER QUALITY AND EROSION CONTROL DEVICES ALONG THE PROJECT PERIMETER... 3. DAILY INSPECTION OF THE EROSION CONTROL WILL BE REQUIRED BY THE CONTRACTOR...

Tree/Wetland Protection & Landscaping

- 1. PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN AS INDICATED ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH LOCAL TREE ORDINANCES... 2. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AS NECESSARY FOR CONSTRUCTION...

Miscellaneous

- 1. THESE DRAWINGS ARE TO BE CONSIDERED PRELIMINARY AND NOT FOR CONSTRUCTION UNTIL ALL PERMIT APPROVALS ARE CONFIRMED RECEIVED BY THE ENGINEER OF RECORD (EOR)... 2. THESE DRAWINGS MAY CURRENTLY BE UNDER REVIEW BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD)...

Construction

- 1. SURVEY INFORMATION AND LEGAL DESCRIPTIONS SHOWN HEREIN SHALL CONFORM TO FLORIDA STATUTORY SEWER AND STORMWATER MANAGEMENT SYSTEMS AS REQUIRED BY THE FDEP AND THE SWFWMD... 2. ANY DAMAGE TO STATE, COUNTY OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR...

- THE CONSTRUCTION SURFACE WATER MANAGEMENT PLAN (CSWMP) INCLUDED HEREIN, AND/OR THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR ADDITIONAL DETAILS, INSTRUCTIONS AND SCHEDULING AS APPLICABLE... 12. THE CONTRACTOR WILL BE REQUIRED TO ADHERE TO THE SPECIFIC EROSION CONTROL MEASURES DESCRIBED ABOVE AND SHOWN ON THE PLANS...

Demolition

- 1. DEMOLITION WORK SHALL NOT BE LIMITED TO THESE DOCUMENTS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND EXTENT OF REMOVAL OF ITEMS SHOWN PRIOR TO USING THIS INFORMATION FOR BID PURPOSES... 2. ANY STRUCTURE NOT SHOWN TO BE REMOVED IS TO REMAIN UNLESS OTHERWISE INSTRUCTED BY THE OWNER OR ARCHITECT...



501 E Kennedy Boulevard Suite 1010 Tampa, FL 33602 813.327.5450 Certificate of Authorization Number FL #3932

Florida Botanical Gardens Children's Discovery Garden 12520 Ulmerton Road Largo, Florida

Table with 4 columns: No., Revision, Date, Apprd. for drawing revision tracking.

Table with 2 columns: Designed by (MAB) and Checked by (KMB) for drawing approval.

Permitting Dec. 14, 2020

Not Approved for Construction

General Notes & Legend

Table with 2 columns: Drawing Number and Sheet of for drawing identification.

Project Number 62897.03 Kevin M. Bynum, P.E. PE 62392 12/14/2020

## Earthworks

1. ALL FILL SHELLS CONSIST OF SATISFACTORY SOIL MATERIALS DEFINED AS THOSE COMPLYING WITH ASTM D2487 SOIL CLASSIFICATION GROUPS (GW, GP, GM, SW, SM AND SPI FREE OF RUBBLE, ORGANICS, CLAY, DEBRIS AND OTHER SIMILAR UNSUITABLE MATERIALS. UNSATISFACTORY SOIL MATERIALS ARE DEFINED AS THOSE COMPLYING WITH ASTM D2487 SOIL CLASSIFICATION GROUPS (IGC, SC, ML, MH, CL, CH, OL, OH, AND PT). UNLESS OTHERWISE NOTED, ALL FILL SHALL BE COMPACTED TO A MINIMUM OF 95% AASHTO T-180, METHOD D.

2. REMAINING EARTHWORK THAT RESULTS FROM CLEARING AND GRUBBING OR SITE EXCAVATION IS TO BE UTILIZED ON-SITE, UNLESS PROVIDED THAT THE MATERIAL IS DEEMED SUITABLE FOR CONSTRUCTION BY THE MATERIALS TESTING COMPANY. EXCESS MATERIAL IS TO BE EITHER STOCKPILED ON THE SITE AS DIRECTED BY THE OWNER OR ENGINEER OF RECORD (EOR), OR REMOVED FROM THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING EXCESS EARTHWORK FROM THE SITE.

3. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS OR AS DIRECTED BY THE OWNER, THE EOR, OR MATERIALS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE SITE.

4. GEOTECHNICAL ENGINEERING CONSULTATION, OBSERVATION, AND MATERIALS TESTING SHOULD BE EXERCISED DURING ALL PHASES OF SITE PREPARATION AND EARTHWORKS TO REFLECT SUBSURFACE SOILS EXPLORATION REPORT PREPARED BY OTHERS FOR RECOMMENDATIONS.

5. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE MATERIALS TESTING COMPANY OR THE EOR AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS OR THE ABOVE REFERENCED SOILS REPORT.

6. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE MATERIALS TESTING FIRM. TESTS WILL BE REQUIRED PURSUANT TO THE LOCAL REGULATORY AGENCY OR THE EOR SPECIFICATIONS. UPON COMPLETION OF PROPOSED CONSTRUCTION, THE CONTRACTOR'S MATERIALS TESTING FIRM SHALL PREPARE A CERTIFICATION SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA, CERTIFYING THAT THE TESTING PROGRAM HAS BEEN COMPLETED IN ACCORDANCE WITH THE PROJECT PLANS, SPECIFICATIONS, AND LOCAL REGULATORY REQUIREMENTS, AND THAT THE COMPLETED PROJECT COMPLIES WITH THE TESTING CRITERIA CONTAINED THEREIN.

7. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN PLACE MATERIALS AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES SHOULD TESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING. THE EOR WILL REVIEW THE TESTING REPORTS FOR COMPLIANCE WITH THE REQUIRED SPECIFICATIONS. TESTS MAKE NO CLAIM AS TO THE CONTRACTOR'S PROPER MEANS AND METHODS OF EARTHWORK OPERATIONS THAT TOOK PLACE DURING CONSTRUCTION BY DOING SO.

8. COMPACTOR FOR PIPE BACKFILL SHALL COMPLY WITH AASHTO T-99 (100%).

## Storm Drainage

1. REFERENCED STANDARD INDEX NUMBERS REFER TO DETAILS DEPENDING ON THE LOCAL REGULATORY AGENCY FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM', LATEST EDITION, UNLESS OTHERWISE SHOWN.

2. CONTRACTOR TO SUBMIT PROPOSED STORM PIPE MATERIALS FOR APPROVAL BY THE ENGINEER OF RECORD (EOR). ALL REINFORCED CONCRETE PIPE (RCP) USED FOR STORM DRAINAGE TO BE CLASS II (ASTM 6-75-72A), WALL B, UNLESS OTHERWISE NOTED ON PLANS. ALL POLYVINYL-CHLORIDE (PVC) OR POLYETHYLENE (PE) PIPE USED FOR STORM DRAINAGE TO MEET THE REQUIREMENTS OF FDOT SPECIFICATION SECTION 548 - MISCELLANEOUS TYPES OF PIPE. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH LOCAL REGULATORY REQUIREMENTS AND/OR FDOT DESIGN STANDARDS, UNLESS OTHERWISE NOTED ON PLANS.

3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURE WITH THE EXCEPTION OF MITERED END SECTIONS WHICH ARE NOT INCLUDED IN LENGTHS.

4. ALL DRAINAGE STRUCTURE TOPS AND COVERS SHALL BE HEAVY DUTY TRAFFIC RATED FOR H-20 LOADINGS. ALL FOOT INLETS GRATES TO BE CAST IRON OR STEEL CHAINED TO INLETS PER FOOT INDEX #201.

5. ALL ROOF RUNOFF IS TO BE COLLECTED AND ROUTED TO THE STORMWATER POND VIA UNDERGROUND PIPE SYSTEM.

6. AREA ADJACENT TO THE PROPOSED STRUCTURE SHALL BE GRADED AS REQUIRED TO INSURE ALL ROOF RUNOFF IS ROUTED TO THE STORMWATER POND.

7. RE-ROUTE OR ADJUST SIDESLOPES OF DRAINAGE SWALES AS REQUIRED TO AVOID TREES AND TREE ROOTS. COORDINATE WITH THE EOR AS NECESSARY.

8. ALL PAVEMENT MARKINGS SHALL BE MADE WITH PERMANENT, LEAD FREE MATERIAL. THERMOPLASTIC PER FDOT SPECIFICATIONS AT DRIVEWAY INTERSECTIONS AND IN RIGHTS-OF-WAY. FAST DRY TRAFFIC PAINT (WATER BORNE) PER FDOT SPECIFICATIONS FOR PARKING LOT STRIPING AND ON-SITE TRAFFIC MARKINGS. PROVIDE PAVEMENT MARKINGS AS SHOWN PER FDOT INDEX NO. 17346.

9. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS FOR THESE PURPOSES, AT THE EXPENSE OF THE CONTRACTOR.

10. CONSTRUCT STORMWATER POND(S) AT THE BEGINNING OF PROJECT CONSTRUCTION. POND(S) TO BE GRADED AND MAINTAINED TO REMAIN FUNCTIONALLY EFFECTIVE DURING ALL PHASES OF CONSTRUCTION.

11. DOWNSPOUT COLLECTOR PIPE LENGTHS ARE SHOWN FOR MAIN PIPE RUNS ONLY (FOR CLARITY PURPOSES). BUT ADDITIONAL ROOFDRAIN PIPE MAY HAVE TO BE INSTALLED TO COLLECT ALL DOWNSPOUTS AND CANOPY COLUMN DRAINAGE AS SHOWN ON THE ARCHITECTURAL OR PLUMBING PLANS.

12. SEE SITE UTILITY PLANS FOR FLOOR DRAIN AND CONDENSATE CONNECTIONS TO STORM SYSTEM. FLOOR DRAINS AND CONDENSATE LINES SHALL NOT BE CONNECTED TO ROOFDRAIN COLLECTION SYSTEM UNLESS BACKWATER VALVE IS PROVIDED.

## Utilities

1. CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION OF POTABLE WATER AND/OR SANITARY SEWER COLLECTION SYSTEMS PRIOR TO ASSURING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PERMITS HAVE BEEN ACQUIRED. CONTRACTOR SHALL REVIEW SPECIFIC CONDITIONS DEPICTED ON FDEP PERMITS, WHICH MAY NOT BE SHOWN HEREON.

2. CONTRACTOR IS TO COORDINATE ALL WORK WITH UTILITY COMPANIES IN ORDER TO PREVENT DAMAGE TO UTILITY LINES AND THE MAKING OF ADJUSTMENTS TO SAME, IF REQUIRED. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.

3. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY THE FEASIBILITY OF GRAVITY SEWER COLLECTION SYSTEMS I.E. VERIFY EXISTING INVERTS AT POINTS OF CONNECTION, EXIT INVERTS OF BUILDING PLUMBING, GREASE TRAP CONFIGURATION, MINIMUM SLOPES, ETC.).

4. PIPE LENGTHS, ELEVATIONS AND LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED AS REQUIRED. UTILIZING DEFLECTION OR FITTINGS AS NECESSARY. CONTRACTOR TO PROVIDE REDLINE MARKUPS AND CERTIFIED AS-BUILT SURVEYS OF ALL FIELD CHANGES MADE. PRIOR TO BACKFILL, IT MAY BE NECESSARY TO PROVIDE OPEN PIPING ABOVE GRADE TO EACH DEFLECTION OR FITTING LOCATION SO ACCURATE AS-BUILT INFORMATION MAY BE OBTAINED. CONTRACTOR TO ASSURE THIS IS DONE AT EACH CHANGE OF DIRECTION OR ELEVATION, OR RE-EXCAVATION FOR SURVEYING WILL BE NECESSARY.

5. PORTIONS OF WORK AND/OR MATERIALS FOR THE UTILITY CONNECTIONS MAY BE PROVIDED BY THE GOVERNING MUNICIPALITY. CONTRACTOR TO VERIFY AND COORDINATE.

6. THE FIRE LINE SHOWN HEREON IS FOR GENERAL INFORMATION ONLY. THE FIRE LINE IS PART OF THE FIRE PROTECTION SYSTEM FOR THE BUILDING AND WILL BE DESIGNED BY A FIRE PROTECTION SYSTEM ENGINEER IN ACCORDANCE WITH CHAPTER 61G15-32 FLORIDA ADMINISTRATIVE CODE (F.A.C.). THE FIRE PROTECTION SYSTEM ENGINEER WILL PREPARE THE FIRE PROTECTION SYSTEM ENGINEERING DOCUMENTS IN ACCORDANCE WITH CHAPTER 61G15-32.003 F.A.C. AND SUBMIT THEM TO THE LOCAL REGULATORY AGENCY FOR REVIEW AND APPROVAL AS PART OF THE BUILDING PLAN REVIEW AND PERMITTING. CONTRACTOR SHALL COORDINATE THIS EFFORT AS NECESSARY.

7. IF CHEMICAL ADDITIVES OR AN AUXILIARY WATER SOURCE ARE USED IN THE FIRE PROTECTION SYSTEM, THEN THE DOUBLE DETECTOR CHECK VALVE (DDCV) BACKFLOW ASSEMBLY ON THE MAIN FIRE SERVICE, AS SHOWN HEREON, WILL NEED TO BE CHANGED OUT TO A) REDUCED PRESSURE ZONE (RPZ) BACKFLOW ASSEMBLY. CONTRACTOR TO VERIFY WITH THE FIRE PROTECTION SYSTEM ENGINEER PRIOR TO INSTALLATION. THE RPZ CAN NOT BE INSTALLED IN AN AREA THAT MAY BECOME FLOODED (SUCH AS AN UNDERGROUND VAULT). SO ACCOMMODATIONS WILL NEED TO BE MADE TO AVOID THAT. CONTRACTOR TO COORDINATE ALL THIS WITH THE EOR PRIOR TO ORDERING OF MATERIALS AS NECESSARY.

8. WATER AND SANITARY SEWER SYSTEMS SHALL NOT BE PLACED INTO SERVICE UNTIL INSPECTED AND APPROVED BY THE FDEP AND OTHER PERTINENT REGULATORY AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND OBTAINING THE FOLLOWING ITEMS:

- INSPECTOR APPROVALS
- LIFT STATION START-UP TEST
- CURRENT BACTERIOLOGICAL TEST RESULTS
- PRESSURE, EXFILTRATION AND OTHER APPROPRIATE TEST RESULTS
- LOCATING WIRE CONTINUITY TESTS
- AS-BUILT SURVEYS

ALL APPLICABLE ITEMS ABOVE SHALL BE PROVIDED TO THE ENGINEER OF RECORD (EOR) A MINIMUM OF 60 DAYS PRIOR TO FINAL ACCEPTANCE AND PLACEMENT INTO OPERATION.

9. PROVIDE CLEARANCES OF 7'-6" IN THE FRONT AND TO THE SIDES OF ALL FIRE HYDRANTS.

## Paving & Grading

1. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED SIDEWALK, PAVEMENT, SLAB, STRUCTURE TOP, OR GROUND SURFACE GRADE UNLESS OTHERWISE NOTED ON DRAWINGS.

2. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

3. CURBING WILL BE PLACED IN LOCATIONS SHOWN ON THE PLANS TO THE DETAILS PROVIDED. LOCAL REGULATORY REQUIREMENTS OR PER FDOT DESIGN STANDARDS. CONTRACTOR TO VERIFY LOCATIONS AND DIMENSIONS WITH THE ENGINEER OF RECORD (EOR) PRIOR TO POURING CONCRETE.

4. CONTRACTOR TO PROVIDE A 1/2" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (BUILDINGS, OTHER POURED CONCRETE, ETC), UNLESS OTHERWISE NOTED ON DRAWINGS.

5. ALL PAVEMENT MARKINGS SHALL BE MADE WITH PERMANENT, LEAD FREE MATERIAL. THERMOPLASTIC PER FDOT SPECIFICATIONS AT DRIVEWAY INTERSECTIONS AND IN RIGHTS-OF-WAY. FAST DRY TRAFFIC PAINT (WATER BORNE) PER FDOT SPECIFICATIONS FOR PARKING LOT STRIPING AND ON-SITE TRAFFIC MARKINGS. PROVIDE PAVEMENT MARKINGS AS SHOWN PER FDOT INDEX NO. 17346.

6. ALL DIMENSIONS ARE TO OUTSIDE WALL OF BUILDING, ASSUMED CENTER POINT OF EXISTING TREE TRUNK (PER SURVEY SYMBOL), FRONT FACE OF CURB/SIDEWALK, EDGE OF PAVEMENT (IF NO CURB) PAVEMENT STRIPING CENTERLINE, OR PROPOSED TOP OF BANK/TOP OF SLOPE, UNLESS OTHERWISE NOTED.

7. PRIOR TO BASE OR PAVING CONSTRUCTION, THE CONTRACTOR SHALL ENSURE ALL NEW OR FUTURE UNDERGROUND UTILITIES, I.E. ELECTRIC, IRRIGATION, PVC SLEEVES OR CONDUITS, ETC., HAVE BEEN INSTALLED, INSPECTED AND AS-BUILT. IF PAVING IS TO OCCUR BEFORE THE INSTALLATION OF ANY UNDERGROUND UTILITIES, THE CONTRACTOR SHALL ENSURE THE NECESSARY SLEEVES/CONDUITS ARE PROVIDED AND SHALL COORDINATE THE LOCATIONS WITH THE CONSTRUCTION PLANS.

8. ALL PEDESTRIAN ROUTES, SIDEWALKS AND RAMPS, AS WELL AS ALL HANDICAPPED SIGNS, SYMBOLS, PARKING SPACES, ETC. SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH LOCAL, STATE AND FEDERAL ADA REQUIREMENTS WHETHER OR NOT SHOWN HEREON. CONTRACTOR SHALL VERIFY REQUIREMENTS WITH LOCAL INSPECTORS PRIOR TO POURING SIDEWALKS AND RAMPS.

## Signage

1. PROVIDE TRAFFIC SIGNAGE SHOWN PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, UNLESS OTHERWISE SHOWN. INSTALL TRAFFIC SIGNAGE PER FDOT INDEX #1734.22-SEE ARCHITECTURAL PLANS FOR ADDITIONAL SIGNAGE REQUIREMENTS, AS APPLICABLE.

2. INSTALL SIGNAGE SO THAT THE BOTTOM EDGE OF THE BOTTOM SIGN IS AT LEAST 7'-0" ABOVE FINISHED GRADE AT THE SIGN POST, THE ADJACENT EDGE OF PAVEMENT (E.O.P.) OR THE ADJACENT TOP OF CURB, WHICHEVER IS GREATER. SIGN POSTS TO BE 1' LONG.

3. INSTALL SIGNAGE SO THAT THE VERTICAL EDGE OF THE SIGN CLOSEST TO THE ROAD IS AT LEAST 2' HORIZONTALLY FROM THE ADJACENT E.O.P.

## Historical Preservation Note

IF DURING CONSTRUCTION ACTIVITIES, ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC POTTERY FOUNDATION, ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND THE LOCAL REGULATORY AGENCY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES BEING FOUND ON THE SITE.

## Protected Plant/Animal Note

IF DURING CONSTRUCTION ACTIVITIES, ANY EVIDENCE OF THE PRESENCE OF STATE AND/OR FEDERALLY PROTECTED PLANT AND/OR ANIMAL SPECIES ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) AND THE LOCAL REGULATORY AGENCY SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE PLANT AND/OR ANIMAL SPECIES BEING FOUND ON THE SITE.

## National Pollutant Discharge Elimination System (NPDES)

THE CONTRACTOR ACKNOWLEDGES THE REQUIREMENT OF THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), WHICH HAS PUBLISHED RULES FOR OBTAINING CROWDING UNDER THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERAL PERMIT FOR STORMWATER DISCHARGES FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES.

IN OCTOBER 2000, EPA AUTHORIZED THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) TO IMPLEMENT THE NPDES STORMWATER PERMITTING PROGRAM IN THE STATE OF FLORIDA (IN ALL AREAS EXCEPT INDIAN RESERVATIONS). DEP HAS BEEN AUTHORIZED TO ADMINISTER THE NPDES PROGRAM. IS SET FORTH IN SECTION 403.0885, FLORIDA STATUTES (F.S.). THE NPDES STORMWATER PROGRAM REGULATES POINT SOURCE DISCHARGES OF STORMWATER INTO SURFACE WATERS OF THE STATE OF FLORIDA FROM CERTAIN MUNICIPAL, INDUSTRIAL AND CONSTRUCTION ACTIVITIES, AS THE NPDES STORMWATER PERMITTING AUTHORITY, DEP IS RESPONSIBLE FOR PROMULGATING RULES AND ISSUING PERMITS. MANAGING AND CONFORMING TO THESE APPLICATIONS, AND PERFORMING COMPLIANCE AND ENFORCEMENT ACTIVITIES.

THE CONTRACTOR AGREES TO ASSIST THE OWNER IN THE PREPARATION, AND IMPLEMENTATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE EPA HAS PUBLISHED SUMMARY GUIDANCE FOR: "DEVELOPING POLLUTION PREVENTION PLANS AND BEST MANAGEMENT PRACTICES" (EPA 832-R-92-005, SEPTEMBER 1992).

## Record Drawing Requirements

THE CONTRACTOR SHALL SUBMIT A CERTIFIED SET OF RECORD DRAWINGS TO THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING INFORMATION ON THE APPROVED PLANS CONCURRENTLY WITH CONSTRUCTION PROGRESS. RECORD DRAWINGS SUBMITTED TO THE ENGINEER AS PART OF THE PROJECT ACCEPTANCE SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

A. DRAWINGS SHALL BE LEGIBLY MARKED TO RECORD ACTUAL CONSTRUCTION.

B. DRAWINGS SHALL SHOW ACTUAL LOCATION OF ALL UNDERGROUND AND ABOVE GROUND STORM DRAINAGE, WATER, AND WASTEWATER PIPING AND RELATED APPURTENANCES. ALL CHANGES TO PIPING LOCATION INCLUDING HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AND APPURTENANCES SHALL BE CLEARLY SHOWN AND REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. DRAWINGS SHALL ALSO SHOW ACTUAL INSTALLED PIPE MATERIAL, CLASS, ETC.

C. DRAWINGS SHALL CLEARLY SHOW ALL FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY FIELD ORDER OR BY CHANGE ORDER. DRAWINGS SHALL CLEARLY SHOW ALL DETAILS NOT ON THE ORIGINAL CONTRACT DRAWINGS, BUT CONSTRUCTED IN THE FIELD. ALL EQUIPMENT AND PIPING RELOCATION SHALL BE CLEARLY SHOWN.

D. LOCATION OF ALL INLETS, MANHOLES, HYDRANTS, VALVES AND VALVE BOXES SHALL BE SHOWN. ALL VALVES SHALL BE REFERENCED FROM AT LEAST TWO AND PREFERABLY THREE PERMANENT POINTS.

E. DIMENSIONS BETWEEN ALL INLETS AND MANHOLES SHALL BE FIELD VERIFIED AND SHOWN. THE INVERTS AND GRADE ELEVATIONS OF ALL INLETS AND MANHOLES SHALL BE SHOWN.

F. EACH SHEET OF THE PLANS SHALL BE SIGNED, SEALED AND DATED BY A REGISTERED SURVEYOR WITH A NOTE READING "THESE AS-BUILTS DRAWINGS ACCURATELY DEPICT THE ACTUAL IMPROVEMENTS AS CONSTRUCTED".

## Stormwater System

### Operation & Maintenance

THE OPERATION AND MAINTENANCE ENTITY FOR THE

DEVELOPMENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PONDS, SURFACE AND SUBSURFACE DRAINAGE SYSTEMS. THIS WILL REQUIRE INSPECTION, ON AT LEAST AN ANNUAL BASIS, OF THE ON-SITE DRAINAGE SYSTEM, INCLUDING BUT NOT LIMITED TO INLETS, STORM MANHOLES, STORM PIPES, DITCHES, SWALES, DETENTION AREAS, AND CONTROL STRUCTURES. MAKING SURE THAT THE SYSTEM IS FREE FROM EXCESS SILT, DEBRIS AND SEDIMENTATION BUILD-UP. THIS MAY REQUIRE PERIODIC MAINTENANCE AS DESCRIBED BELOW AND AS NEEDED TO MAINTAIN THE VIABILITY OF THE ORIGINAL DESIGN INTENT. THE WORK SPECIFIED CONSISTS OF THE OPERATION AND MAINTENANCE ACTIVITIES REQUIRED TO INSURE CONTINUED AND PROPER PERFORMANCE OF THE STORMWATER MANAGEMENT SYSTEM. THE OPERATION AND MAINTENANCE ENTITY SHOULD PERFORM THE FOLLOWING OPERATION AND MAINTENANCE PROCEDURES:

1. PONDS & SWALES SHALL BE PERIODICALLY MOWED AND CLEANED. DURING THE MOWING OPERATION, PONDS & SWALES SHALL BE INSPECTED FOR BARE SPOTS, DAMAGE, AND EROSION. ANY BARE SPOTS GREATER THAN ONE SQUARE FOOT IN AREA SHALL BE SODDED TO REPLACE THE GRASS COVER. IN CASE OF EROSION OR DAMAGE WHERE UNDERLYING SOIL IS MISSING, THE MISSING SOIL SHALL BE REPLACED AND THE AREA BROUGHT TO GRADE, THEN SODDED AS REQUIRED.

2. INLET GRATES WILL BE CHECKED MONTHLY FOR DAMAGE OR BLOCKAGE. ANY DAMAGED GRATES WILL BE REPLACED OR REPAIRED. ANY DEBRIS BLOCKING FULL FLOW THROUGH THE GRATE WILL BE REMOVED.

3. PIPES & INLETS WILL BE INSPECTED YEARLY FOR DAMAGE OR BLOCKAGE. ANY DAMAGED PIPES OR INLETS WILL BE REPAIRED OR REPLACED. ANY TRASH, DEBRIS, OR SAND DEPOSITS WILL BE REMOVED.

4. DISCHARGE STRUCTURES AND CONTROL DEVICES SHOULD BE MAINTAINED OPERATIONALLY BY ELIMINATING CLOGGING OF THE BAFFLES, GRATES, ETC., CAUSED BY TRASH, DEBRIS AND SEDIMENT. THE INSPECTION FOR PROPER OPERATION AND MAINTENANCE OF THESE DEVICES SHOULD BE CONDUCTED QUARTERLY. ADDITIONAL MONITORING AND MAINTENANCE SHOULD BE CONDUCTED AFTER SEVERE RAINFALL EVENTS.

5. DRY DETENTION AND RETENTION AREAS SHOULD BE MAINTAINED OPERATIONALLY BY REMOVING SEDIMENTS, TRASH AND INVADER VEGETATION WHICH CAN HINDER PROPER FUNCTIONING. THE INSPECTION SHOULD BE CONDUCTED QUARTERLY. ADDITIONAL MONITORING AND MAINTENANCE SHOULD BE CONDUCTED AFTER SEVERE RAINFALL EVENTS.

6. ALL GRASS IN THE DRY POND AREA SHOULD BE MOWED PERIODICALLY AND ALL CLIPPINGS RECOVERED AND DISPOSED OF OFF-SITE. IF PERCOLATION BECOMES RESTRICTED DUE TO A BUILD UP OF FINES THE BOTTOM MUST BE CLEANED AND REGRADED TO DESIGN ELEVATIONS.

7. IN WET DETENTION AND RETENTION PONDS, THE LITTORAL SHELF AREA MAY BE ALLOWED TO VEGETATE NATURALLY FOR A PERIOD OF TWO YEARS. MOWING OR REMOVAL OF NATIVE VEGETATION, INCLUDING CATTAILS, IS PROHIBITED. REMOVAL INCLUDES DREDGING, THE APPLICATION OF HERBICIDE, INTRODUCTION OF NON-NATIVE GRASS AND TREES, IF NOT ADEQUATELY VEGETATED AFTER THE TWO YEAR PERIOD. PLANTING AND MAINTENANCE OF WETLAND SPECIES MAY BE REQUIRED. MAINTENANCE ENTITY SHOULD CONTACT THE SWFWMD FOR A DETERMINATION.

## Land Surveying

1. TREE AND TOPOGRAPHIC SURVEYS WERE CONDUCTED BY VHB.

2. BENCHMARKS SHOWN ON THESE PLANS HAVE BEEN ESTABLISHED BY THE F.D.O.T. F.P.R.N. REFERENCE SHALL BE MADE TO SURVEYS ENTITLED "TOPOGRAPHIC SURVEY", WITH DATE SURVEYED 11/08/2018.

3. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) 1988, U.S. SURVEY FEET.

4. ALL BENCHMARKS USED FOR CONSTRUCTION LAYOUT SHALL BE VERIFIED BY A PROFESSIONAL SURVEYOR AND MAPPER, PRIOR TO USE. TO VERIFY THEIR ACCURACY, ANY DISCREPANCIES DISCOVERED MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD (EOR) IN WRITING.

5. ALL FIELD SURVEY LAYOUT FOR THE FACILITIES SHOWN ON THE CONSTRUCTION DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

6. MONUMENTS AND OTHER SURVEY CONTROL POINTS SHALL BE PROTECTED FROM DAMAGE AND DISTURBANCE. IF ANY CONTROL POINTS ARE DAMAGED OR DISTURBED, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE THE CONTROL POINTS TO THEIR ORIGINAL CONDITION AT THEIR OWN EXPENSE.

## Testing

QUALITY CONTROL TESTING DURING CONSTRUCTION: ALLOW TESTING SERVICE TO INSPECT AND APPROVE EACH SUBGRADE AND FILL LAYER BEFORE FURTHER BACKFILL OR CONSTRUCTION WORK IS PERFORMED. RECOMMENDED TESTING IS AS FOLLOWS:

ONE (1) FIELD DENSITY TEST, IN ACCORDANCE WITH ASTM D-1556, WILL BE PERFORMED PER 5,000 SQUARE FEET FOR ASPHALT OR CONCRETE PARKING/LOADING AREAS AND DRIVES.

• ONE (1) FIELD DENSITY TEST, IN ACCORDANCE WITH ASTM D-1556, WILL BE PERFORMED AROUND EACH MANHOLE OR INLET.

• ONE (1) FIELD DENSITY TEST, IN ACCORDANCE WITH ASTM D-1556, WILL BE PERFORMED PER 100 FEET OF TRENCHED UTILITIES FOR EACH LIFT. THERE SHALL BE A MINIMUM OF ONE TEST BETWEEN STRUCTURES.

• FILL MATERIAL: MAKE AT LEAST ONE (1) FIELD DENSITY TEST FOR EACH 2,000 SQUARE FEET OF FILL MATERIAL, BUT IN NO CASE LESS THAN FOUR TESTS. TESTS SHALL BE PERFORMED FOR EACH LIFT OF FILL.

• IF IN OPINION OF ENGINEER, BASED ON TESTING SERVICE REPORTS AND INSPECTION, SUBGRADE OF FILLS WHICH HAVE BEEN PLACED ARE BELOW SPECIFIED DENSITY, PROVIDE ADDITIONAL COMPACTION AND TESTING AT NO ADDITIONAL CHARGE TO THE OWNER.

WATER/FORCE MAIN SYSTEMS:

WATER DISTRIBUTION SYSTEM AND WASTEWATER FORCE MAIN PIPE INSTALLED BELOW GRADE AND OUTSIDE BUILDING SHALL BE TESTED IN ACCORDANCE WITH FOLLOWING PROCEDURES:

PERFORM THE TESTING OF PIPE MATERIALS, JOINTS, AND/OR OTHER MATERIALS INCORPORATED INTO THE CONSTRUCTION OF WATER MAINS AND FORCE MAINS TO DETERMINE LEAKAGE AND WATERTIGHTNESS. ALL PRESSURE PIPELINE SHALL BE TESTED IN ACCORDANCE WITH SECTION 4.0 OF AWWA C600 LATEST EDITION. IN THE EVENT ANY STATE OR LOCAL CODE REQUIRES A MORE STRINGENT TEST, THE MORE STRINGENT SHALL APPLY.

PRESSURE TEST: AFTER THE PIPE HAS BEEN LAID, ALL NEWLY LAID PIPE OR ANY VALVED SECTION THEREOF SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF AT LEAST 1.5 TIMES THE WORKING PRESSURE AT THE POINT OF TESTING AND NOT LESS THAN 1.25 TIMES THE WORKING PRESSURE AT THE HIGHEST POINT ALONG THE TEST SECTION.

LEAKAGE TEST: THE LEAKAGE TEST SHALL BE CONDUCTED CONCURRENTLY WITH THE PRESSURE TEST. LEAKAGE IS DEFINED AS THE QUANTITY OF WATER THAT MUST BE SUPPLIED INTO THE NEWLY LAID

PIPELINE, OR ANY VALVED SECTION THEREOF, TO MAINTAIN PRESSURE WITHIN 5 PSI OF THE SPECIFIED TEST PRESSURE AFTER THE AIR IN THE PIPELINE HAS BEEN EXPULSED AND THE PIPELINE HAS BEEN FILLED WITH WATER. LEAKAGE SHALL NOT BE MEASURED BY A DROP IN PRESSURE IN A TEST SECTION OVER A PERIOD OF TIME. NO PIPELINE INSTALLATION WILL BE ACCEPTED IF THE LEAKAGE IS GREATER THAN THAT DETERMINED BY THE FOLLOWING FORMULA:

$$L = \text{ALLOWABLE LEAKAGE, (GALLONS PER HOUR)}$$

$$S = \text{LENGTH OF PIPE TESTED, (FEET)}$$

$$D = \text{NOMINAL DIAMETER OF PIPE, (INCHES)}$$

$$P = \text{AVERAGE TEST PRESSURE DURING TEST, (PSIG)}$$

VISIBLE LEAKAGE: ALL VISIBLE LEAKS SHALL BE REPAIRED REGARDLESS OF THE AMOUNT OF LEAKAGE.

ACCEPTANCE OF INSTALLATION: IF ANY TEST OF PIPE LAID IN PLACE DISCLOSES LEAKAGE GREATER THAN THAT SPECIFIED, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, LOCATE THE LEAK AND MAKE REPAIRS AS NECESSARY UNTIL THE LEAKAGE IS WITHIN THE SPECIFIED ALLOWANCE. CONTRACTOR SHALL SUPPLY ALL WATER FOR TESTING AT NO ADDITIONAL COST TO THE OWNER.

PROVIDE ONE COPY OF RESULTS OF HYDROSTATIC PRESSURE TEST TO ENGINEER AND UTILITY COMPANY AS NECESSARY UPON COMPLETION OF WATER DISTRIBUTION/WASTEWATER FORCE MAIN BACKFILLING OPERATIONS.

ADJUSTING AND CLEANING (WATER DISTRIBUTION ONLY): DISINFECT DISTRIBUTION SYSTEM WITH CHLORINE BEFORE ACCEPTANCE FOR DOMESTIC OPERATION. AMOUNT OF CHLORINE SHALL BE SUCH AS TO PROVIDE DOSAGE OF NOT LESS THAN 50 PARTS/MILLION, THOROUGHLY FLUSH LINES BEFORE INTRODUCTION OF CHLORINATING MATERIALS AND AFTER CONTACT PERIOD OF NOT LESS THAN 24 HOURS, SYSTEM SHALL BE FLUSHED WITH CLEAN WATER UNTIL RESIDUAL CHLORINE CONTENT IS NOT GREATER THAN 1.0 PART/MILLION. OPEN AND CLOSE VALVES IN LINES BEING DISINFECTED SEVERAL TIMES DURING CONTACT PERIOD. AFTER DISINFECTION, TAKE TWO CONSECUTIVE DAYS OF WATER SAMPLES AND BACTERIOLOGICAL TESTS IN ACCORDANCE WITH AWWA SPECIFICATIONS. PROVIDE ONE COPY OF RESULTS OF BACTERIOLOGICAL TESTS (W/RESIDUAL CHLORINE LEVELS) TO ENGINEER (AND UTILITY COMPANY AS NECESSARY) UPON COMPLETION. RESAMPLING IS REQUIRED IF THERE IS MORE THAN SIXTY (60) CALENDAR DAYS BETWEEN THE TIME THE SAMPLE WAS TAKEN AND THE FORMAL ACCEPTANCE OF THE PROJECT. DO NOT PLACE DISTRIBUTION SYSTEM IN SERVICE UNTIL APPROVAL IS OBTAINED FROM APPLICABLE GOVERNING AUTHORITIES (AS NECESSARY).

GRAVITY SANITARY SEWER: TESTING: PERFORM TESTING OF COMPLETED PIPING IN ACCORDANCE WITH LOCAL AUTHORITIES HAVING JURISDICTION. ALL PIPES SHALL BE CLEANED BY FLUSHING WITH WATER PRIOR TO TESTING. A HIGH VELOCITY JET OR OTHER METHODS MAY BE NECESSARY.

VISUAL TESTING OF GRAVITY LINES SHALL BE PERFORMED BY LAMPING TO VERIFY ACCURACY OF ALIGNMENT, PIPE DEFLECTION AND FREEDOM FROM DEBRIS AND OBSTRUCTION. THE FULL DIAMETER OF THE PIPE SHOULD BE VISIBLE WHEN VIEWED BETWEEN CONSECUTIVE MANHOLES. ANY FAILED PIPE SECTION LOCATIONS SHALL BE REPORTED TO THE ENGINEER. FAILED PIPE SECTIONS SHALL BE REPAIRED OR REPLACED AND RETESTED UNTIL WITHIN SPECIFIED ALLOWANCES AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

EXFILTRATION OR LEAKAGE TESTING OF GRAVITY LINES SHALL BE PERFORMED BY BULKHEADING THE SEWER UNDER TEST AT THE MANHOLE AT THE LOWEST END AND FILLING THE SEWER WITH CLEAR WATER UNTIL THE WATER IS UP A MINIMUM OF TWO FEET ABOVE THE CLEANOUT AT THE HIGHEST POINT IN THE SYSTEM, OR TO THE CROWN OF THE MANHOLE AT THE HIGHEST POINT IN THE SYSTEM. LEAKAGE WILL BE MEASURED BY MEASURING A QUANTITY OF WATER ADDED TO MAINTAIN THE LEVEL IN THE HIGHEST END STRUCTURE. TESTS SHALL BE CARRIED ON A MINIMUM OF FOUR HOURS WITH READINGS AT 30-MINUTE INTERVALS. THE QUANTITY OF LEAKAGE, FOR ANY SECTION OF THE SEWER, SHALL NOT EXCEED 50 GALLONS/MILE OF PIPE/DAY/INCH PIPE DIAMETER.

### STORMWATER SYSTEMS:

TESTING: PERFORM VISUAL TESTING OF COMPLETED PIPING ONLY. ALL PIPES SHALL BE CLEANED BY FLUSHING WITH WATER PRIOR TO TESTING. A HIGH VELOCITY JET OR OTHER METHODS MAY BE NECESSARY. VISUAL TESTING BY LAMPING SHALL BE PERFORMED TO VERIFY ACCURACY OF ALIGNMENT, PIPE DEFLECTION AND FREEDOM FROM DEBRIS AND OBSTRUCTION. THE FULL DIAMETER OF THE PIPE SHOULD BE VISIBLE WHEN VIEWED BETWEEN CONSECUTIVE STRUCTURES. ANY FAILED PIPE SECTION LOCATIONS SHALL BE REPORTED TO THE ENGINEER. FAILED PIPE SECTIONS SHALL BE REPAIRED OR REPLACED AND RETESTED UNTIL WITHIN SPECIFIED ALLOWANCES AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

### ASPHALT PAVEMENT:

MINIMUM ONE (1) TEST FOR EVERY 20,000 SQUARE FEET (OR AS RECOMMENDED BY THE PRIVATE TESTING COMPANY).

TEST IN-PLACE ASPHALT CONCRETE COURSES FOR COMPLIANCE WITH REQUIREMENTS FOR THICKNESS, COMPACTION AND SURFACE SMOOTHNESS. TEST EACH SOURCE OF ASPHALT CONCRETE MATERIAL FOR COMPLIANCE WITH FDOT SPECIFICATIONS. REPAIR OR REMOVE AND REPLACE UNACCEPTABLE PAVING AS RECOMMENDED BY DESIGN ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

COMPACTION TEST PER FM 5-11.

THICKNESS TEST PER ASTM D-3549. IN-PLACE COMPACTED THICKNESS WILL NOT BE ACCEPTABLE IF EXCEEDING FOLLOWING ALLOWABLE VARIATION FROM REQUIRED THICKNESS:

BASE COURSE: 1/2", PLUS OR MINUS.

SURFACE COURSE: 1/4", PLUS OR MINUS.

SURFACE SMOOTHNESS: TEST FINISHED SURFACE OF EACH ASPHALT CONCRETE COURSE USING THE FOLLOWING STRAIGHT EDGE APPLIED PARALLEL WITH, AND AT RIGHT ANGLES TO CENTERLINE OF PAVED AREA. SURFACES WILL NOT BE ACCEPTABLE IF EXCEEDING THE FOLLOWING TOLERANCES FOR SMOOTHNESS.

BASE COURSE SURFACE: 1/4".

WEARING COURSE SURFACE: 3/16".

PAVING BASE COURSE: PERFORM TESTING OF IN-PLACE BASE COURSES FOR COMPLIANCE WITH REQUIREMENTS FOR MOISTURE, THICKNESS AND DENSITY. TEST EACH SOURCE OF BASE MATERIAL FOR COMPLIANCE WITH FDOT SPECIFICATIONS. REPAIR OR REMOVE AND REPLACE UNACCEPTABLE PAVING AS RECOMMENDED BY DESIGN ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

MOISTURE CONTENT TEST PER ASTM D-698.

MECHANICAL ANALYSIS TEST PER AASHTO T-88.

PLASTICITY INDEX TEST PER ASTM D-4318.

BASE MATERIAL THICKNESS TEST PER FDOT SPECIFICATIONS.

FIELD DENSITY TEST PER ASTM D-1557.

### CONCRETE PAVEMENT:

TEST CONCRETE IN ACCORDANCE WITH ACI 318 TO VERIFY COMPLIANCE WITH MINIMUM DESIGN STRENGTHS. TAKE ONE SLUMP TEST, AIR TEST AND STRENGTH TEST FOR EACH DAYS POUR.

TEST SHALL CONSIST OF 3 CYLINDERS, OF WHICH ONE WILL BE TESTED AT 7 DAYS AND THE OTHER AT 28 DAYS. THE THIRD CYLINDER SHALL BE TESTED SHALL BE TESTED IN THE EVENT ANY OF THE OTHER TWO FAIL TO MEET THE SPECIFICATIONS.

## Television Inspection

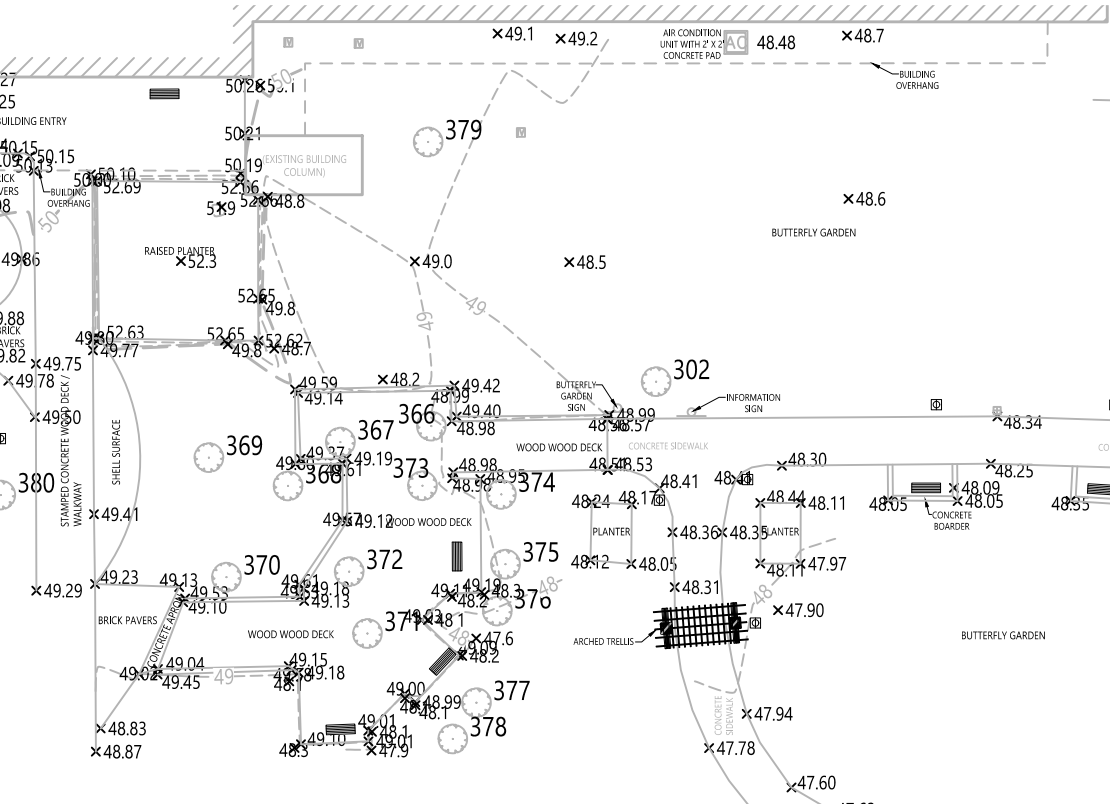
### (Public Only)

PUBLIC STORM DRAINS AND SANITARY SEWER PIPING REQUIRE A CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION BE CONDUCTED PRIOR TO PIPELINE ACCEPTANCE AND PRIOR TO AND AFTER COMPLETION OF PIPELINE REHABILIT



### Demolition Notes

- REFER TO COYLE & CARON PLANS SHEET L0.02 FOR TREE REMOVAL AND PROTECTION PLAN.
- DEMOLITION WORK SHALL NOT BE LIMITED TO THESE DOCUMENTS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND EXTENT OF REMOVAL OF ITEMS SHOWN PRIOR TO USING THIS INFORMATION FOR BID PURPOSES.
- ANY STRUCTURE NOT SHOWN TO BE REMOVED ARE TO REMAIN UNLESS OTHERWISE INSTRUCTED BY THE OWNER OR ARCHITECT, OR REQUIRED BY FIELD CONDITIONS.
- LOCAL CODES APPLY FOR ANY DEMOLITION SHOWN HEREON.
- CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO FIELD COORDINATE ALL DEMOLITION TO AVOID INTERRUPTION OF TRAFFIC FLOW AND DAILY OPERATIONS.
- CONTACT ENGINEER OF RECORD (EOR) IMMEDIATELY IF ANY UNDERGROUND STRUCTURES, FOUND DURING EXCAVATION, IMPEDE THE COMPLETION OF CONSTRUCTION AS SHOWN. SOME ITEMS SHOWN TO BE REMOVED MAY NEED TO BE RELOCATED TO OTHER AREAS ON SITE AT THE REQUEST OF THE OWNER. CONTRACTOR TO FIELD COORDINATE.
- CONTRACTOR TO FIELD VERIFY THE EXTENT OF DRAINAGE WORK TO BE PERFORMED PRIOR TO BID. CONTRACTOR TO COORDINATE RELOCATION AND ADDITIONS TO THE EXISTING SYSTEMS WITH THE EOR PRIOR TO CONSTRUCTION.
- REGRADE SHALL MAINTAIN EXISTING DRAINAGE FLOWS.
- THE EXISTING WELLS SHALL BE ABANDONED BY A FLORIDA LICENSED WELL CONTRACTOR IN ACCORDANCE WITH RULE 40D-3.531(2), F.A.C.



### NPDES Notification

(NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM)  
 ATTENTION: THE EROSION/SEDIMENTATION LOCATIONS AND DETAILS SET FORTH IN THIS SITE PLAN HAVE BEEN DEVISED BY THE PROJECT ENGINEER TO MEET THE REQUIREMENTS OF THE FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FAILURE TO MAINTAIN THESE CONTROLS, OR AN ILLICIT DISCHARGE RESULTING FROM THEIR FAILURE WILL LIKELY RESULT IN FINE CITATIONS. SEC. 58-239 OF THE PINELLAS COUNTY CODE AUTHORIZES PENALTIES OF UP TO \$10,000.00 FOR EACH OFFENSE.

### Concrete Slurry

IT IS RECOMMENDED THAT THE GENERAL CONTRACTOR FOR THIS PROJECT PROVIDE A SUITABLE ON SITE WASH DOWN AND CONCRETE DISPOSAL AREA. DISPOSAL OF CONCRETE SLURRY DIRECTLY OR INDIRECTLY INTO THE COUNTY SEPARATE STORM SEWER SYSTEM OR ONTO A COUNTY RIGHT-OF-WAY IS A VIOLATION OF SECTION 58-244 OF THE PINELLAS COUNTY LAND DEVELOPMENT CODE. SEC. 58-239 OF THE PINELLAS COUNTY CODE AUTHORIZED PENALTIES OF UP TO \$10,000.00 FOR EACH OFFENSE.



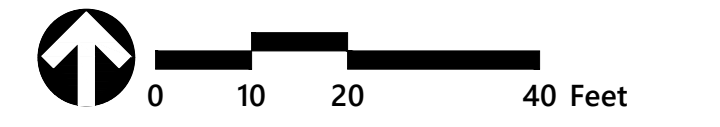
501 E Kennedy Boulevard  
 Suite 1010  
 Tampa, FL 33602  
 813.327.5450  
 Certificate of Authorization  
 Number FL #3932

### Legend

	SILT FENCE
	WETLAND LIMITS
	INLET PROTECTION

### Survey Legend

	BENCH
	CATCH BASIN
	E.O. ELECTRICAL OUTLET
	IRRIGATION VALVE
	LIGHT POLE
	SPRINKLER HEAD
	WATER GATE
	YARD DRAIN



## Florida Botanical Gardens Children's Discovery Garden

12520 Ulmerton Road  
 Largo, Florida

No.	Revision	Date	Apprd.

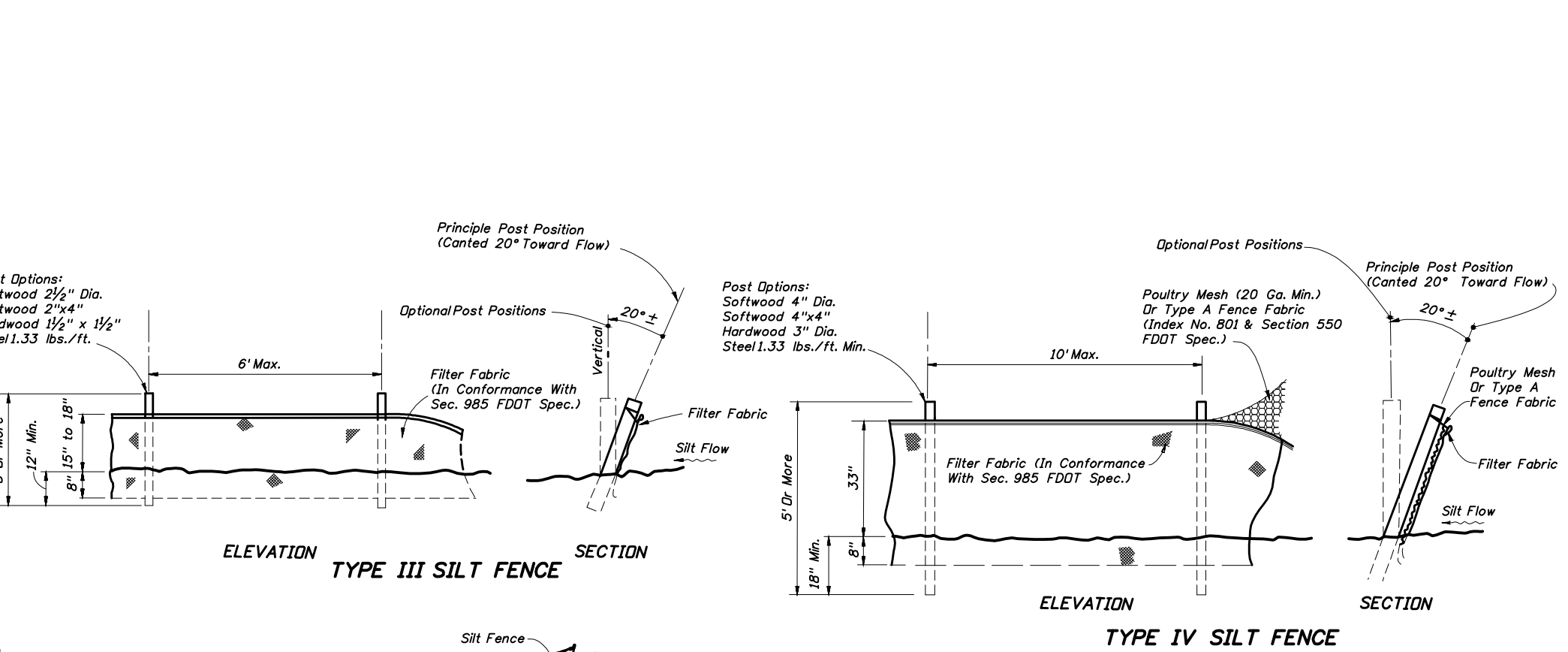
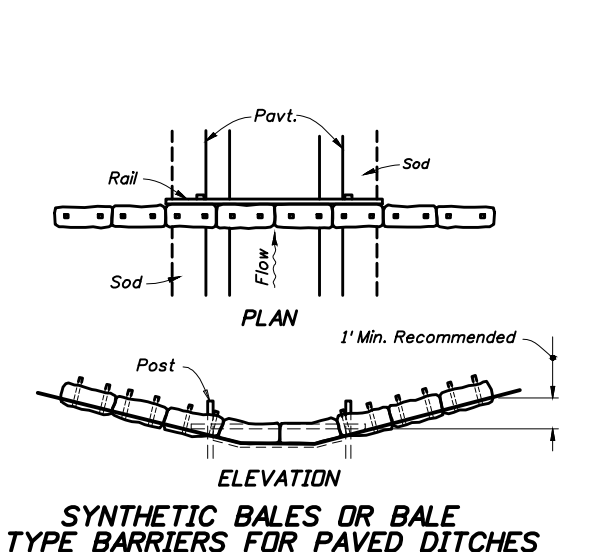
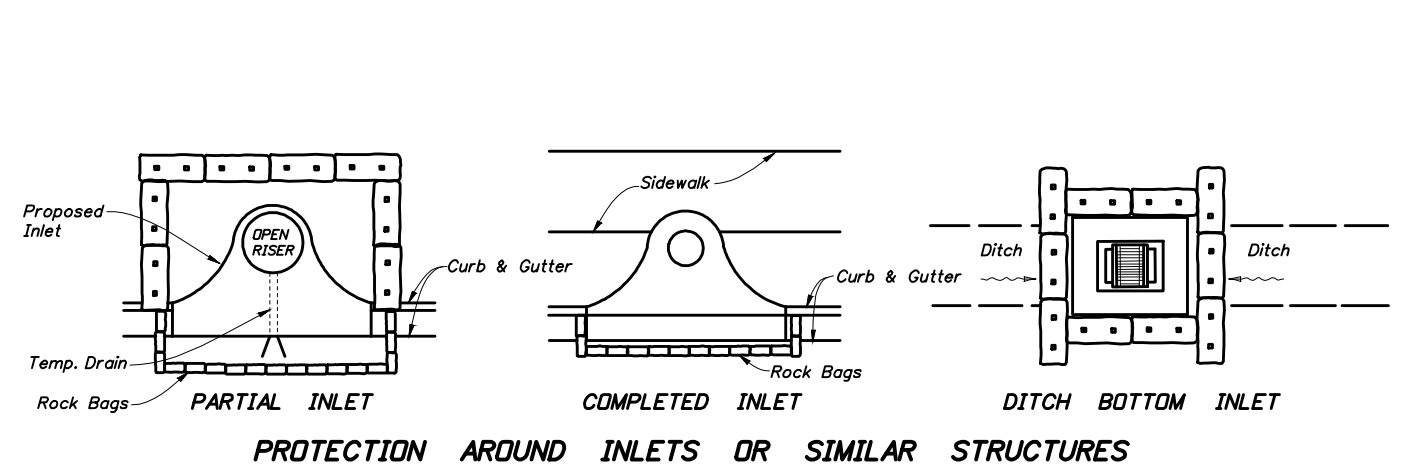
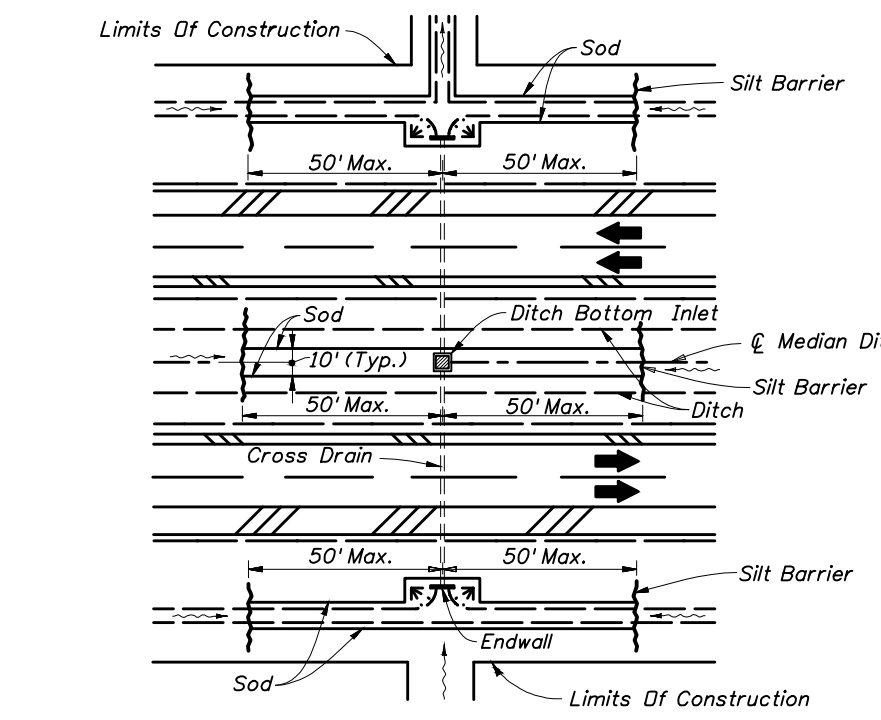
Designed by <b>MAB</b>	Checked by <b>KMB</b>
Issued for	Date

Permitting Dec. 14, 2020

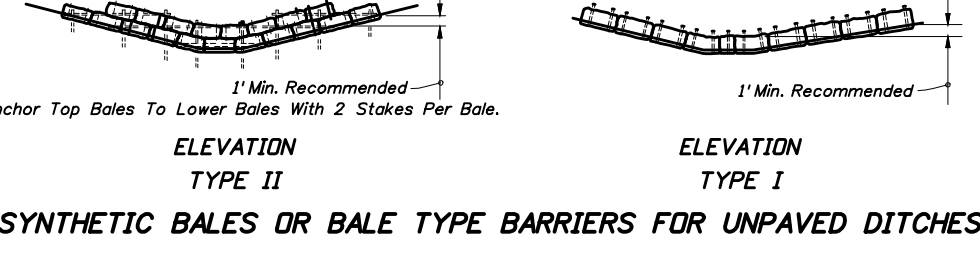
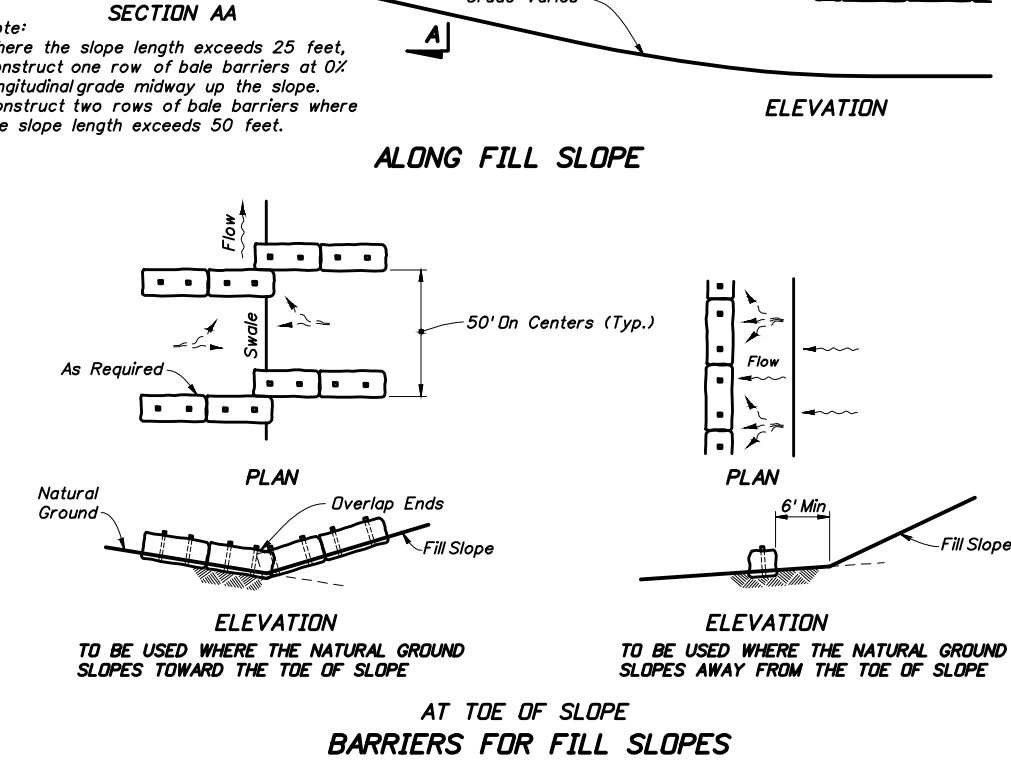
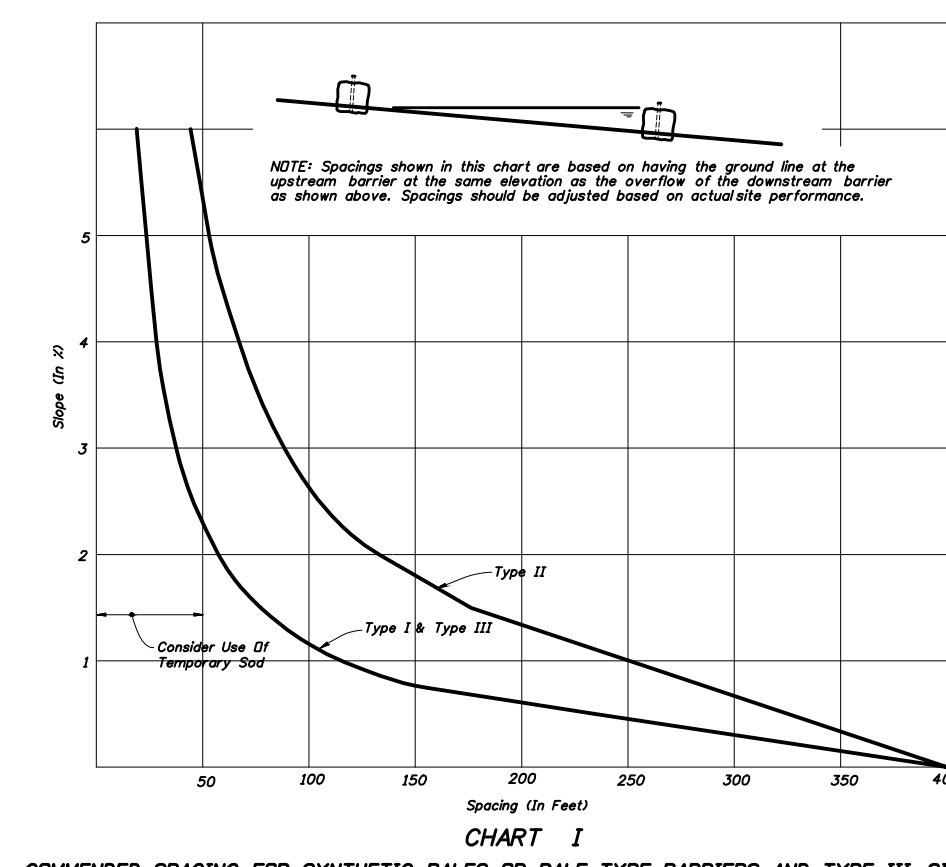
Not Approved for Construction

## Demolition & Erosion Control Plan

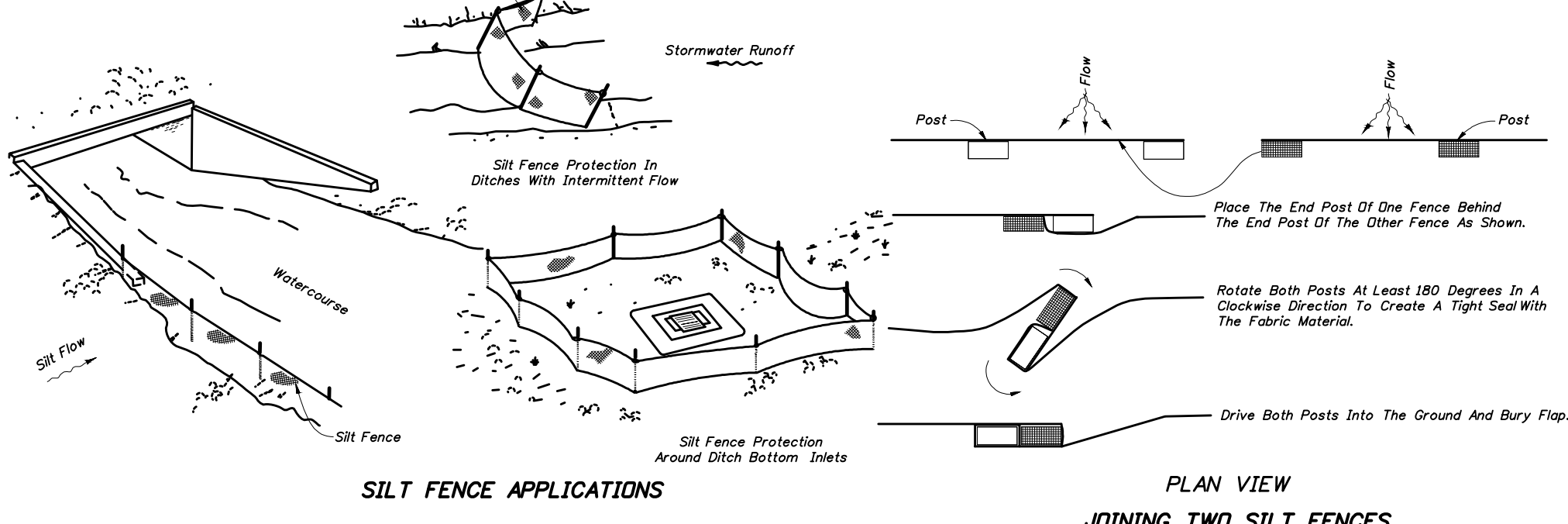
Drawing Number  
**C2.0**  
 Sheet of



**DITCH INSTALLATIONS AT DRAINAGE STRUCTURES**



- NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS
1. Type I and II Synthetic Barrier should be spaced in accordance with Chart I, Sheet 1.
2. Bales should be trenched 3" to 4" and anchored with 2-1" x 2" (or 1" dia) x 4" wood stakes.
3. Ralls and posts shall be 2" x 4" wood.
4. Adjacent bales shall be butted firmly together.
5. Where used in conjunction with silt fence, bales should be placed on the upstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales, LF. The unit price shall include the cost of filter fabric for Type I and II barriers.



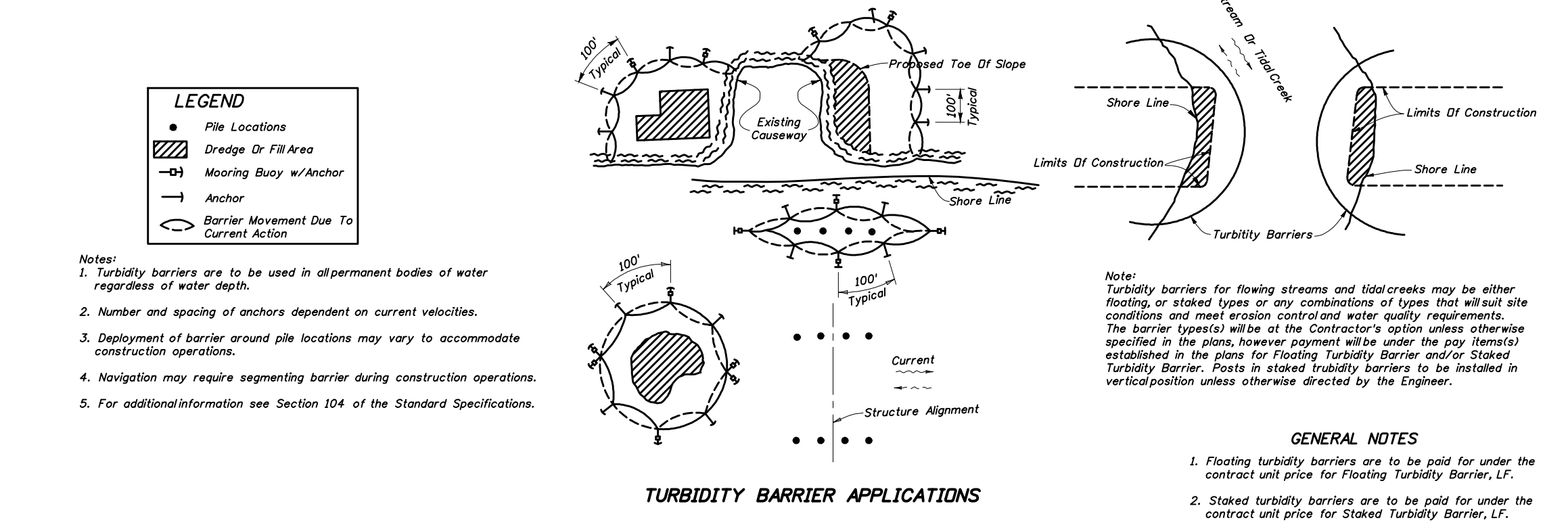
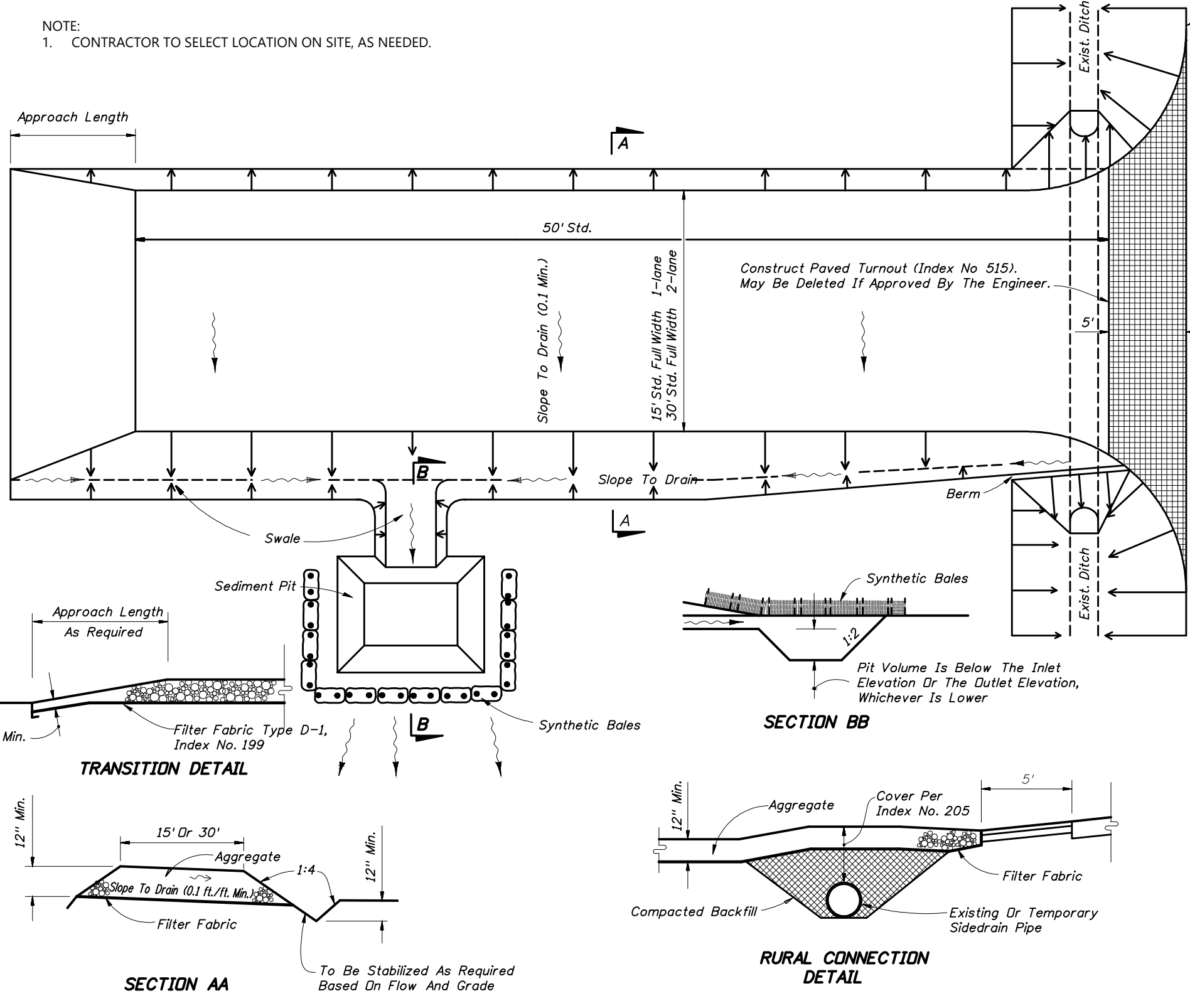
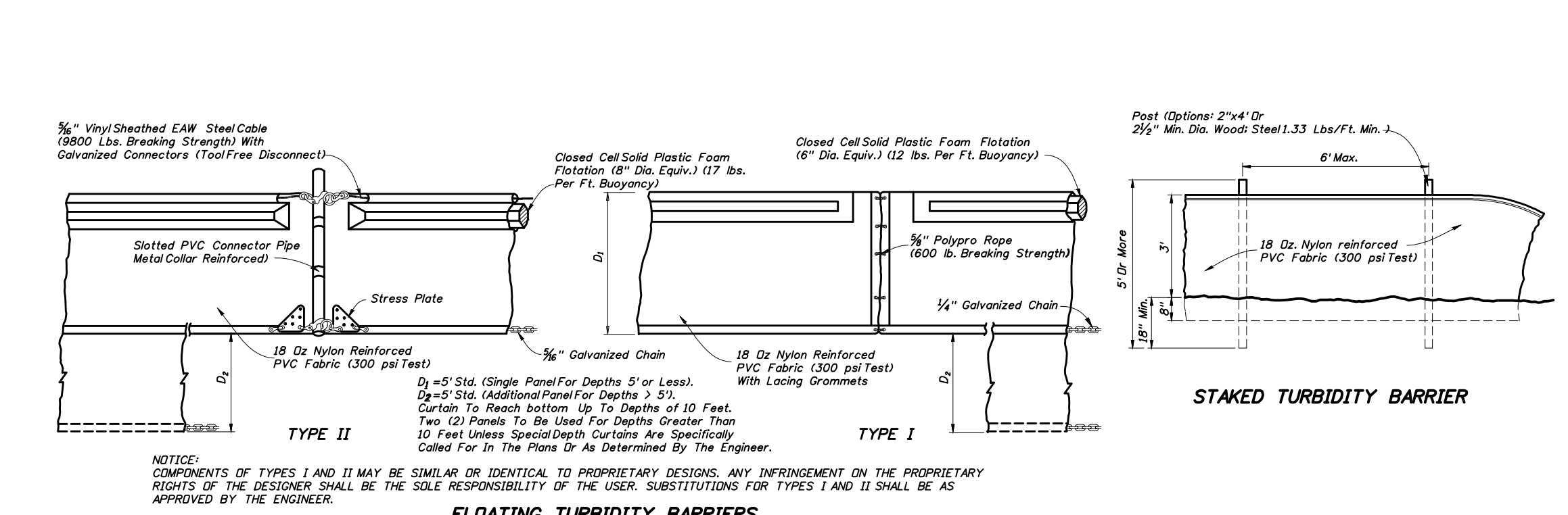
- NOTES FOR SILT FENCES
1. Type III Silt Fence to be used at most locations.
2. Type IV Silt Fence to be used where large sediment loads are anticipated.
3. Do not construct silt fences across permanent flowing watercourses.
4. Where used as slope protection, Silt Fence is to be constructed on 0% longitudinal grade.
5. Silt Fence to be paid for under the contract unit price for Staked Silt Fence, LF.

**Temporary Erosion and Sediment Control**

N.T.S. Source: 2008 FDOT Index No. 102

**Silt Fence**

N.T.S. Source: 2008 FDOT Index No. 103



- GENERAL NOTES
1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads.
2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment.
3. All materials spilled, dropped, or tracked onto public roads...
4. Aggregates shall be as described in Section 901...
5. The sediment pit should provide a retention volume of 3600 cubic feet...
6. The swale ditch draining the STPD shall have a 0.02% minimum and a 1.0% maximum grade...
7. Mitered end sections are not required...
8. The STPD shall be maintained in a condition that will allow it to perform its function...
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA...
10. The nominal size of a standard STPD is 15' x 50' unless otherwise shown in the plans.

**Turbidity Barriers**

N.T.S. Source: 2008 FDOT Index No. 103

**Soil Tracking Prevention Device Type A**

N.T.S. Source: 2008 FDOT Index No. 106

**Florida Botanical Gardens Children's Discovery Garden**  
12520 Ulmerton Road Largo, Florida

Table with columns: No., Revision, Date, Apprd. (MAB, KMB)

Permitting Dec. 14, 2020

Not Approved for Construction

**Erosion Control Details**

Drawing Title: Erosion Control Details  
Drawing Number  
C2.1  
Sheet of

Saved Tuesday, November 17, 2020 2:57:23 PM MBLACKWOOD Plotted Friday, December 11, 2020 4:12:36 PM Blackwood, Marisa



501 E Kennedy Boulevard  
Suite 1010  
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813.327.5450  
Certificate of Authorization  
Number FL #3932

**Site Notes**

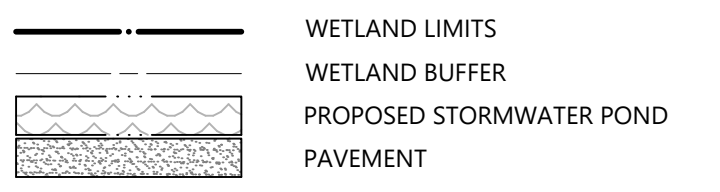
- REFER TO COYLE & CARON PLANS FOR PAVING MATERIALS & DETAILS.

**Site Data Table**

PROJECT AREA	1.17 AC
ZONING	GENERAL INSTITUTIONAL DISTRICT & PRESERVATION/CONSERVATION DISTRICT
LAND USE	UNDEVELOPED
IMPERVIOUS SURFACE RATIO	0.39
OPEN SPACE	0.71 AC
CLASSROOM AREA	1010 SF
SHED AREA	360 SF
CONSTRUCTION DATES	JANUARY 2021 TO APRIL 2021

FLOODPLAIN ELEVATION 45.6 PER PINELLAS COUNTY FLOODPLAIN ADMINISTRATOR

**Legend**

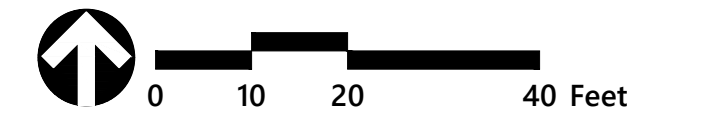


**Subgrade Preparation**

- SLAB-ON-GRADE CONSTRUCTION: SUBGRADE PREPARATION FOR THE SHED SLAB-ON-GRADE AND CONCRETE WALK AND PAVEMENT AREAS WILL NECESSITATE UNDERCUTTING AND REMOVAL OF ALL OF THE HIGHLY ORGANIC SOILS FOLLOWED BY BACKFILL AND COMPACTING SUITABLE STRUCTURAL FILL TO REESTABLISH THE PROPOSED FINISH SUBGRADE ELEVATION.
- THE ENTIRE BUILDING AND SLAB ON GRADE AREAS AND FOR A DISTANCE OF AT LEAST 3 FEET BEYOND THE OUTSIDE FOOTING PERIMETER SHOULD BE STRIPPED OF ALL SURFACE VEGETATION AND SOILS WITH AN EXCESSIVE ORGANIC CONTENT AND OTHER OBJECTIONABLE MATERIAL. EXACT DEPTH OF STRIPPING SHOULD BE DETERMINED BY A REPRESENTATIVE OF THE SOIL ENGINEER IN THE FIELD. FOUNDATION AREAS SHALL BE CAREFULLY INSPECTED PROBED AS DISCUSSED IN THE REPORT TEXT. UNSUITABLE MATERIALS SHALL BE REMOVED THROUGHOUT THE FOOTINGS ISOLATED COLUMN THROUGHOUT THE FOOTING AREA PLUS A MARGIN OF NOT LESS THAN 2 FEET. BACKFILL SOILS SHALL BE PLACED AND COMPACTED AS SUBSEQUENTLY SPECIFIED.
- THE EXPOSED SUBGRADE SHOULD BE UNIFORMLY COMPACTED USING A HAND-OPERATED, VIBRATORY ROLLER HAVING A MINIMUM DRUM WIDTH OF 36 INCHES. A QUALIFIED ENGINEER OR TECHNICIAN SHOULD BE PRESENT DURING INITIAL COMPACTION OPERATIONS TO CHECK PROPER COMPACTOR PERFORMANCE AND COMPACTION PROCEDURES. THE COMPACTION SHOULD BE PERFORMED AT A SPEED EQUIVALENT TO A SLOW WALKING PACE.
- SUBGRADE COMPACTION SHOULD CONSIST OF NO LESS THAN TEN (10) COMPLETE COVERAGES IN A CRISS-CROSSED PATTERN. IN ADDITION, COMPACTION SHOULD ACHIEVE A MINIMUM DENSITY OF NO LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY ESTABLISHED IN ASTM D-1557.
- THE BOTTOM OF FOOTING EXCAVATIONS SHALL BE COMPACTED USING A HAND-GUIDED VIBRATORY OR IMPACT COMPACTOR WITH A MINIMUM WIDTH OF 16 INCHES OR THE LEAST FOOTING DIMENSION. COMPACTION SHOULD CONSIST OF NO LESS THAN TEN (10) COMPLETE COVERAGES TO EFFECT A DENSITY OF AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY.
- DENSITY TESTS SHOULD BE USED TO CONTROL COMPACTION. AT LEAST ONE (1) DENSITY TEST SHOULD BE PERFORMED FOR EVERY 2,000 SQ FT AT A DEPTH OF 6 INCHES BELOW THE STRIPPED, COMPACTED GRADE ELEVATIONS. NO FEWER THAN TWO (2) TESTS SHOULD BE PLANNED. DENSITY TESTS SHOULD ALSO BE PERFORMED IN THE BOTTOM OF SELECTED REPRESENTATIVE FOOTINGS.

**Fill or Backfill Placement and Compaction**

- FILL REQUIRED TO DEVELOP PROPOSED GRADE SHOULD BE INORGANIC, CLEAN TO SLIGHTLY SILTY FINE SANDS, FREE OF UNSUITABLE DEBRIS. FOR EXAMPLE, SOILS WITH A UNIFIED SOIL CLASSIFICATION OF SP TO SP-SM WOULD CERTAINLY BE CONSIDERED SUITABLE.
- THE FILL SHOULD BE PLACED IN LIFT THICKNESSES NOT EXCEEDING 9 INCHES WITH EACH LIFT COMPACTED TO A DENSITY OF NO LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY. THINNER LIFTS MAY BE REQUIRED DEPENDING UPON COMPACTOR SIZE AND PERFORMANCE. MOISTURE CONTENT WITHIN THE FILL SOIL SHOULD BE CONTROLLED TO WITHIN ±2% OF OPTIMUM AS ESTABLISHED IN ASTM D-1557 TO HELP ENSURE DEVELOPMENT OF BOTH DENSITY AND STABILITY DURING COMPACTION OPERATIONS. NO FEWER THAN SIX (6) TO EIGHT (8) COVERAGES SHOULD BE MADE ON EACH LIFT USING THE ABOVE SPECIFIED SMALL, VIBRATORY ROLLER.
- DENSITY TESTS SHOULD ALSO BE USED TO CONTROL FILL PLACEMENT. AT LEAST ONE (1) DENSITY TEST SHOULD BE PERFORMED FOR EACH 2,500 SQ FT PER FILL LIFT. NO FEWER THAN TWO (2) TESTS SHOULD BE PLANNED PER FILL LIFT.



**Florida Botanical Gardens  
Children's Discovery  
Garden**  
12520 Ulmerton Road  
Largo, Florida

No.	Revision	Date	Apprd.

Designed by <b>MAB</b>	Checked by <b>KMB</b>
Issued for	Date

**Permitting** Dec. 14, 2020

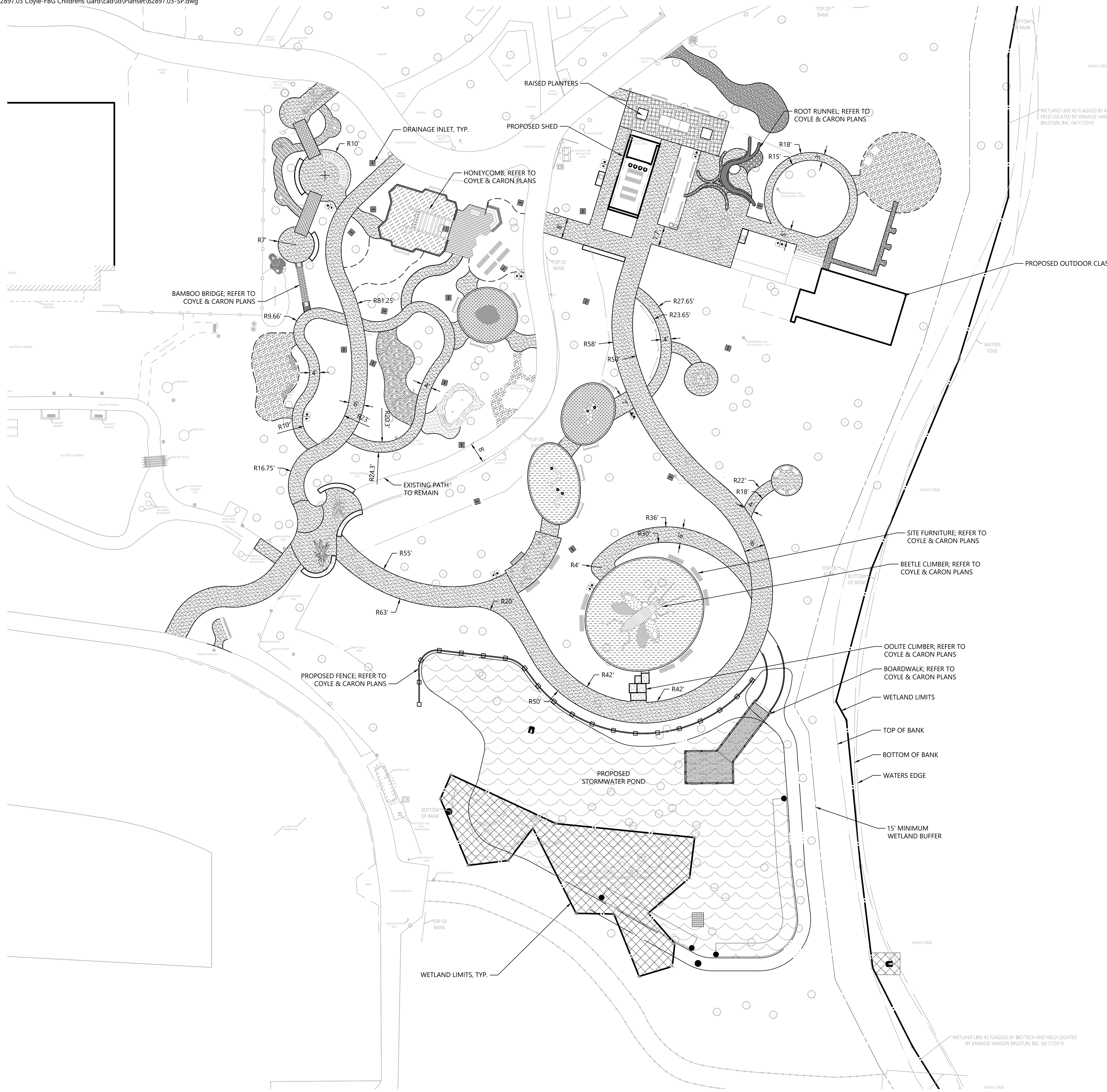
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Drawing Title  
**Site Plan**

Drawing Number  
**C3.0**  
Sheet of

KEVIN M. BYNUM, P.E.  
PE 62392  
12/14/2020

Project Number  
62897.03

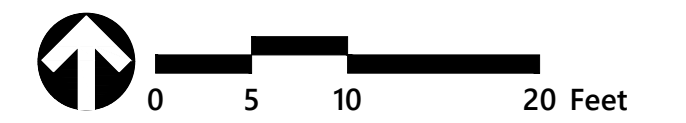




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Certificate of Authorization  
Number FL #3932

### Legend

- WETLAND LIMITS
- WETLAND BUFFER
- PROPOSED STORMWATER POND
- PAVEMENT



**Florida Botanical Gardens  
Children's Discovery  
Garden**  
12520 Ulmerton Road  
Largo, Florida

No. Revision Date Appr.

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<b>Permitting</b>	<b>Dec. 14, 2020</b>

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Horizontal Geometry Plan

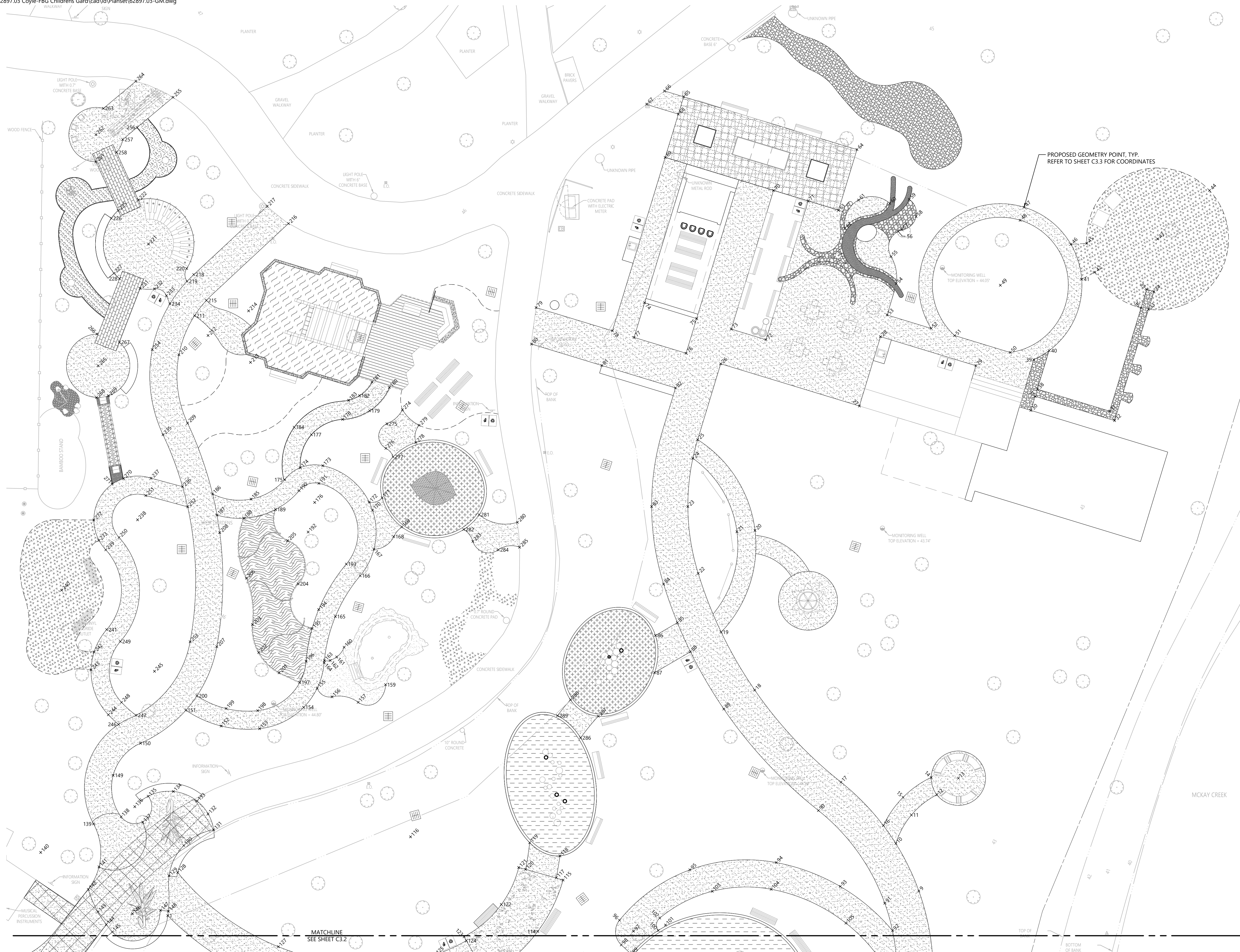
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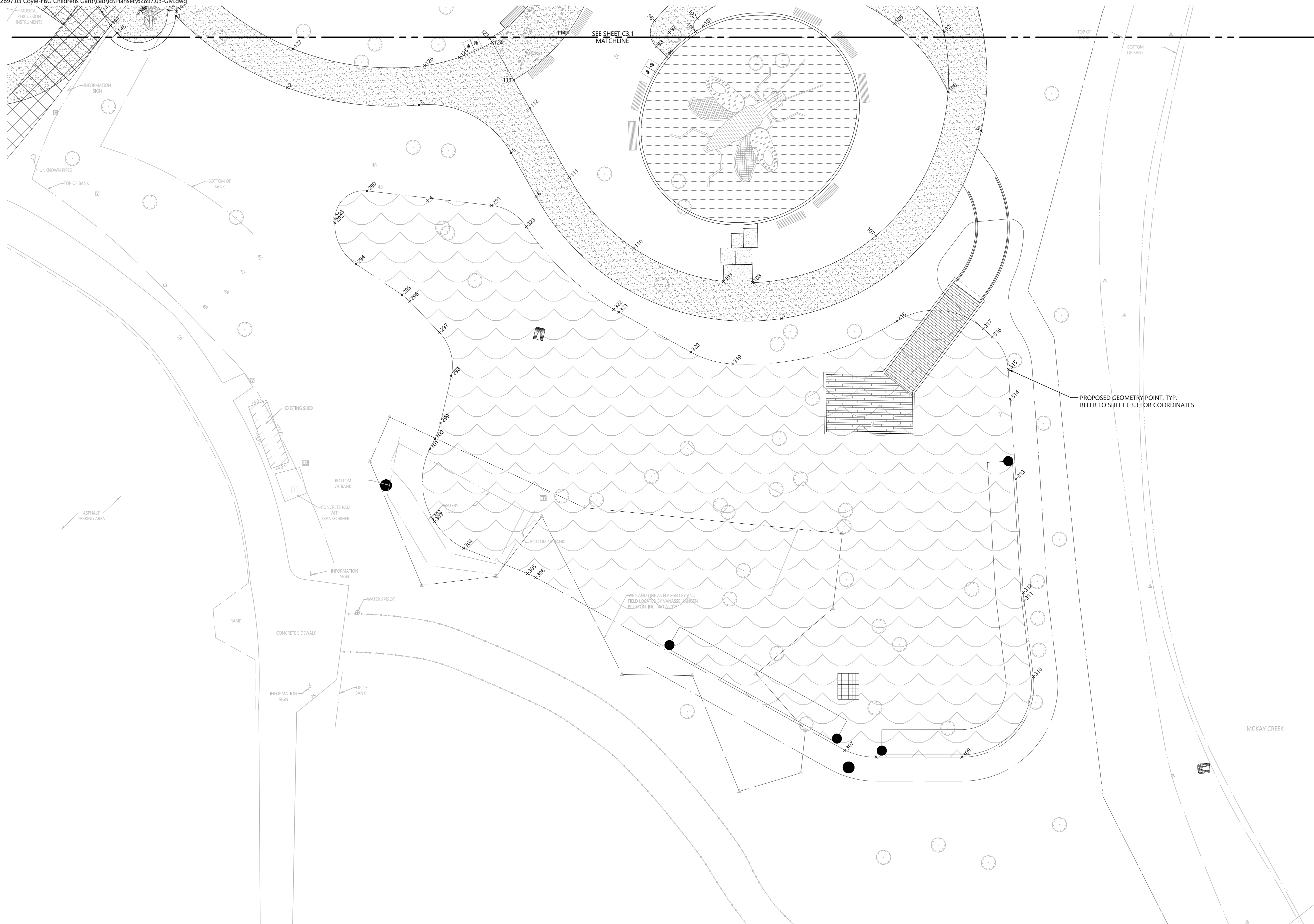
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PE 62392  
12/14/2020

Project Number  
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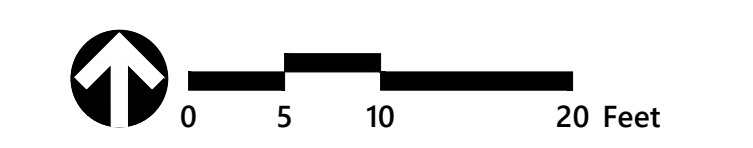




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**Legend**

	WETLAND LIMITS
	WETLAND BUFFER
	PROPOSED STORMWATER POND
	PAVEMENT



**Florida Botanical Gardens  
Children's Discovery  
Garden**  
12520 Ulmerton Road  
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<b>Permitting</b>	<b>Dec. 14, 2020</b>

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Drawing Title  
**Horizontal Geometry Plan**

Drawing Number  
**C3.2**  
Sheet of



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Point Table			Point Table			Point Table			Point Table			Point Table			Point Table		
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13	1291441.0872	394683.3307	63	1291566.4624	394656.8615	113	1291397.4033	394579.1648	164	1291466.5601	394543.3081	214	1291544.2513	394526.6390	270	1291507.2502	394499.0005
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17	1291440.2205	394657.4022	67	1291589.8854	394614.5571	117	1291419.1285	394594.5579	168	1291494.3994	394558.6758	218	1291552.2646	394514.5334	274	1291522.4144	394560.6005
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21	1291495.4813	394634.4329	71	1291568.5010	394650.1649	121	1291421.3906	394586.2603	172	1291502.0248	394553.2513	222	1291568.7422	394502.2766	278	1291515.1903	394563.5695
22	1291486.3154	394625.8856	72	1291537.8879	394640.8459	122	1291413.2282	394582.4283	173	1291510.0741	394543.0190	225	1291566.4150	394497.8427	279	1291519.0030	394564.2648
23	1291501.0602	394623.5998	73	1291540.2177	394633.1926	123	1291406.0858	394574.2035	174	1291509.6325	394538.0316	226	1291564.6879	394496.3299	280	1291497.5875	394585.9760
24	1291511.7009	394624.7012	74	1291546.0421	394614.0595	124	1291405.2175	394574.6997	175	1291506.9837	394534.6042	227	1291552.5635	394496.9110	281	1291499.2579	394577.5283
25	1291515.8056	394625.7613	75	1291542.5475	394625.5394	125	1291402.1245	394567.8707	176	1291501.9594	394541.2243	228	1291551.3322	394498.1473	282	1291496.0071	394574.1390
26	1291532.5644	394630.8629	76	1291534.8942	394623.2096	126	1291400.3600	394560.5845	177	1291516.9147	394540.4917	231	1291549.1847	394502.6781	283	1291493.3625	394576.1423
27	1291523.2454	394661.4759	77	1291538.3888	394611.7297	127	1291403.8900	394533.2007	178	1291520.2998	394547.3927	232	1291549.0922	394505.8681	284	1291491.4897	394581.7542
28	1291538.5519	394666.1354	78	1291539.8449	394606.9465	128	1291420.2820	394510.9828	179	1291522.2034	394553.3692	233	1291547.5888	394508.4973	285	1291492.0692	394586.4601
29	1291532.1451	394687.1818	79	1291544.9723	394590.1024	129	1291419.5425	394509.0628	180	1291527.3727	394557.6994	234	1291545.7924	394509.2582	286	1291449.9958	394599.9362
30	1291522.2822	394699.3364	80	1291536.9215	394589.0786	130	1291426.2312	394512.3323	181	1291528.5273	394553.9062	235	1291516.9107	394507.7385	287	1291454.7659	394603.8278
31	1291525.3714	394700.2767	81	1291532.1918	394604.6167	131	1291429.7043	394518.9176	182	1291525.5249	394551.1388	236	1291505.4358	394512.0556	288	1291458.4052	394597.6822
32	1291520.0323	394717.8154	82	1291527.2411	394620.8799	132	1291433.2163	394517.6837	183	1291524.5049	394548.7247	237	1291507.3142	394505.1026	289	1291454.8828	394594.8355
33	1291544.6014	394725.2946	83	1291501.0389	394615.5998	133	1291436.0347	394515.2525	184	1291518.5640	394536.6936	238	1291498.1301	394502.1239	290	1291374.2772	394548.6271
34	1291548.5240	394726.4887	84	1291483.9449	394618.2449	134	1291438.1588	394510.0161	185	1291502.7014	394527.1796	239	1291491.5027	394495.1028	291	1291371.2407	394574.6086
35	1291549.0094	394724.8943	85	1291475.4149	394621.2889	135	1291437.1054	394504.4644	186	1291503.8268	394518.6828	240	1291482.5816	394485.3422	292	1291367.6452	394541.9063
36	1291544.9061	394723.6452	86	1291472.5923	394616.4480	136	1291434.8005	394501.5065	187	1291499.1610	394519.6650	241	1291473.8915	394495.3090	293	1291368.5072	394541.9336
37	1291522.1121	394716.7064	87	1291464.3745	394616.2514	137	1291431.3830	394503.2693	188	1291498.4755	394525.5833	242	1291468.9595	394492.5279	294	1291359.0166	394546.3430
38	1291526.9658	394700.7621	88	1291468.9920	394624.1703	138	1291432.5667	394498.4943	189	1291500.4020	394532.5831	243	1291465.0013	394491.8647	295	1291352.6217	394555.9070
39	1291533.4823	394699.9583	89	1291456.3547	394631.5407	139	1291431.0032	394492.3951	190	1291504.5655	394537.7905	244	1291455.0942	394495.6681	296	1291351.3046	394557.5010
40	1291535.4784	394703.3535	90	1291433.9552	394652.4276	140	1291424.7009	394480.7399	191	1291506.1685	394542.1552	245	1291464.6910	394505.8613	297	1291344.8070	394563.6691
41	1291551.2370	394710.5385	91	1291413.4955	394667.0684	141	1291421.5093	394493.5998	192	1291495.4280	394539.7797	246	1291452.9547	394497.9098	298	1291335.6926	394566.1647
42	1291552.7940	394713.4731	92	1291407.4312	394668.7831	142	1291416.5440	394491.2458	193	1291488.3500	394548.2000	247	1291454.9754	394501.7798	299	1291325.9066	394563.9264
43	1291560.1358	394727.3106	93	1291417.1880	394657.2486	143	1291411.5886	394493.3631	194	1291478.3123	394542.1047	248	1291457.8362	394498.5804	300	1291322.5736	394562.7358
44	1291570.8348	394738.7522	94	1291422.4681	394643.0936	144	1291408.7790	394495.1998	195	1291474.1373	394540.6516	249	1291471.2628	394498.3240	301	1291320.4726	394561.6913
45	1291559.1649	394711.6762	95	1291420.8636	394624.0552	145	1291407.1557	394496.5347	196	1291466.9132	394539.3237	250	1291494.2296	394498.0293	302	1291305.9684	394562.3268
46	1291558.9461	394708.1520	96	1291409.7434	394608.5191	146	1291411.1571	394501.0057	197	1291462.2328	394537.9270	251	1291503.4820	394503.9505	303	1291305.4265	394562.6583
47	1291567.1239	394697.8298	97	1291407.3216	394611.6115	147	1291411.9256	394507.1803	198	1291456.0014	394528.6509	252	1291500.9885	394513.1808	304	1291299.8418	394568.7361
48	1291564.2540	394696.9562	98	1291404.2940	394608.9050	148	1291411.7341	394508.9198	199	1291456.4639	394521.6569	253	129147				

### Grading Notes

- REFER TO COYLE & CARON PLANS FOR HARDSCAPE GRADING.
- EXISTING TOPOGRAPHY BASED ON SURVEY PROVIDED BY VHB.
- ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS REFERENCED TO NAVD 88.
- ALL EXTERIOR SLOPES, NEW CONSTRUCTION, SHALL BE VERIFIED TO BE IN COMPLIANCE WITH LOCALLY ADOPTED REGULATIONS AND SHALL BE MEASURED WITH A 24 INCH SMART LEVEL. CROSS SLOPES IN ALL CONDITIONS SHALL BE 2% MAXIMUM.
- CONTRACTOR TO INSTALL SILT FENCE AND TEMPORARY INLET PROTECTION (ON ALL PROPOSED AND EXISTING INLETS IN OR NEAR THE PROJECT AREA). EROSION CONTROL TO REMAIN THROUGHOUT CONSTRUCTION.

### Pinellas County Notes - Wet Ponds

#### DETENTION POND CONSTRUCTION

- THE LOCATION AND DIMENSIONS OF THE DETENTION POND SHALL BE VERIFIED ON SITE PRIOR TO ITS CONSTRUCTION. ALL DESIGN REQUIREMENTS INCLUDING DETENTION POND DIMENSIONS AND DISTANCES TO FOUNDATIONS, SEPTIC SYSTEMS, AND WELLS NEED TO BE VERIFIED.
- ONCE EXCAVATION OF THE WET DETENTION POND BEGINS, THE SOIL TYPES NEED TO BE VERIFIED TO ENSURE THAT THEY ARE SUITABLE FOR THE POND.
- IF THE WET DETENTION POND IS BEING CREATED BY CONSTRUCTION OF AN EMBANKMENT, RATHER THAN SOLELY THROUGH EXCAVATION, SPECIAL ATTENTION DURING CONSTRUCTION MUST BE FOCUSED ON THE EMBANKMENT'S CONSTRUCTION, ESPECIALLY OF ANY PIPES THAT ARE PART OF THE DISCHARGE STRUCTURE THAT ARE BUILT THROUGH THE EMBANKMENT. TO MINIMIZE THE POTENTIAL THAT AN EMBANKMENT WILL FAIL, INSPECTION OF THE STRUCTURE THROUGHOUT ITS CONSTRUCTION ARE NEEDED TO ASSURE THAT COMPONENTS SUCH AS ANTI-SEEP COLLARS OR DIAPHRAGMS AND SOIL COMPACTION ARE DONE PROPERLY.
- ALL ELEVATIONS NEED TO BE VERIFIED IN THE FIELD AS CONSTRUCTION OCCURS TO ASSURE THAT THEY ARE CONSISTENT WITH PERMITTED PLAN SPECIFICATIONS.
- ALL INLETS AND OUTLETS SHALL BE STABILIZED AS SET FORTH IN THE PERMITTED PLANS TO PREVENT EROSION, SCOUR, AND SEDIMENTATION.

#### INSPECTIONS, OPERATION AND MAINTENANCE

MAINTENANCE ISSUES ASSOCIATED WITH WET DETENTION PONDS INCLUDE ASSURING THAT SEDIMENTS ARE NOT ACCUMULATING TO SUCH A DEGREE THAT THEY ARE DECREASING THE REQUIRED STORAGE VOLUME AND ASSURING THAT ALL INLETS, OUTLETS, AND DISCHARGE STRUCTURES ARE NOT CLOGGED OR DAMAGED STRUCTURALLY.

#### 1. INSPECTION ITEMS:

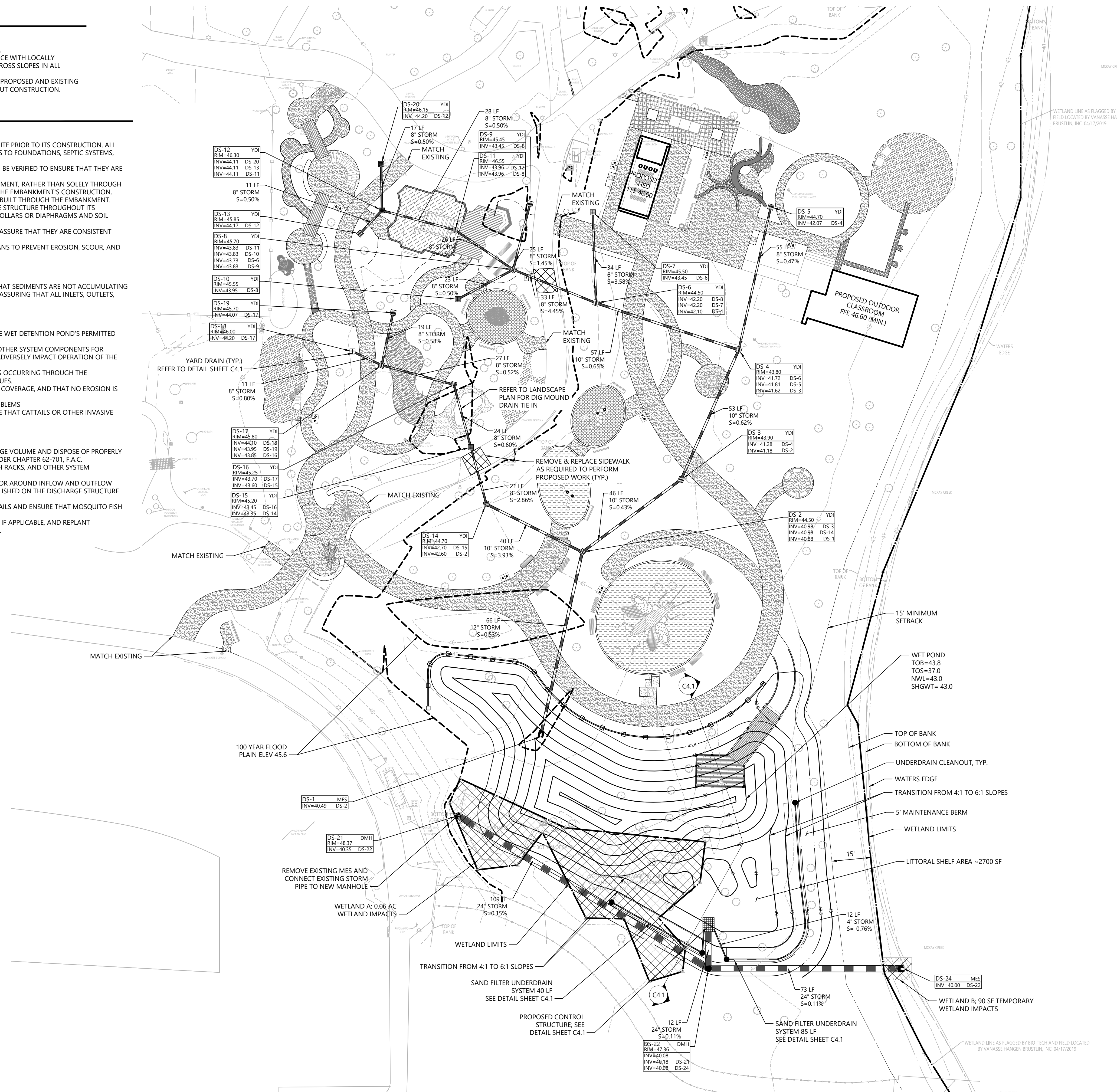
- INSPECT BASIN FOR EXCESSIVE SEDIMENT ACCUMULATIONS THAT DECREASE THE WET DETENTION POND'S PERMITTED STORAGE VOLUME.
- INSPECT INFLOW AND OUTFLOW STRUCTURES, TRASH RACKS, SKIMMERS, AND OTHER SYSTEM COMPONENTS FOR ACCUMULATION OF DEBRIS AND TRASH THAT WOULD CAUSE CLOGGING AND ADVERSELY IMPACT OPERATION OF THE WET DETENTION POND.
- IF AN EMBANKMENT IS USED, INSPECT TO ENSURE THAT NO PIPING OF WATER IS OCCURRING THROUGH THE EMBANKMENT AND THAT THERE IS NO DAMAGE OR STRUCTURAL INTEGRITY ISSUES.
- INSPECT VEGETATION ON SIDE SLOPES TO ASSURE IT IS HEALTHY, MAINTAINING COVERAGE, AND THAT NO EROSION IS OCCURRING.
- INSPECT THE WET DETENTION POND FOR POTENTIAL MOSQUITO BREEDING PROBLEMS
- INSPECT WET DETENTION POND AND, IF APPLICABLE, LITTORAL ZONE TO ASSURE THAT CATTAILS OR OTHER INVASIVE VEGETATION ARE NOT BECOMING ESTABLISHED.

#### 2. MAINTENANCE ACTIVITIES AS-NEEDED TO PROLONG SERVICE:

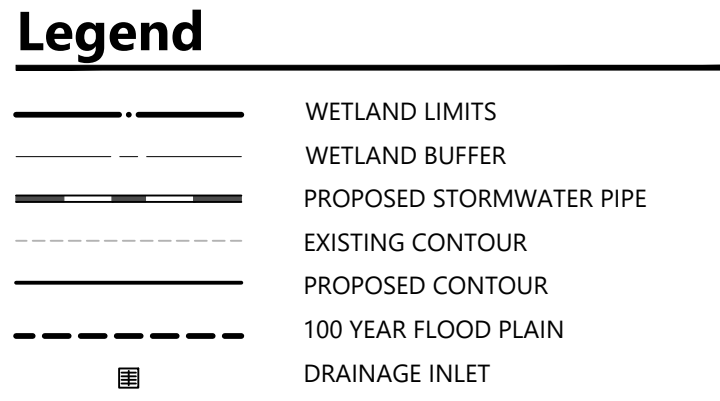
- IF NEEDED, REMOVE ACCUMULATED SEDIMENTS TO RESTORE PERMITTED STORAGE VOLUME AND DISPOSE OF PROPERLY. PLEASE NOTE THAT STORMWATER SEDIMENT DISPOSAL MAY BE REGULATED UNDER CHAPTER 62-701, F.A.C.
- REMOVE TRASH AND DEBRIS FROM INFLOW AND OUTFLOW STRUCTURES, TRASH RACKS, AND OTHER SYSTEM COMPONENTS TO PREVENT CLOGGING OR IMPEDING FLOW.
- MAINTAIN HEALTHY VEGETATIVE COVER TO PREVENT EROSION OF SIDE SLOPES OR AROUND INFLOW AND OUTFLOW STRUCTURES. REMOVE ANY TREES OR SHRUBS THAT MAY HAVE BECOME ESTABLISHED ON THE DISCHARGE STRUCTURE EMBANKMENT, IF APPLICABLE.
- ELIMINATE MOSQUITO BREEDING HABITATS SUCH AS THICK GROWTHS OF CATTAILS AND ENSURE THAT MOSQUITO FISH ARE PRESENT IN THE WET DETENTION POND.
- REMOVE CATTAILS AND OTHER EXOTIC VEGETATION FROM THE LITTORAL ZONE, IF APPLICABLE, AND REPLANT APPROPRIATE VEGETATION IF NEEDED TO MEET LITTORAL ZONE REQUIREMENTS.

### Storm Sewer Structure Schedule

Number	Type	Northing	Easting
DS-1	MES	1291343.30	394584.21
DS-2	12" ATRIUM YD	1291414.43	394600.32
DS-3	12" ATRIUM YD	1291442.33	394638.35
DS-4	12" ATRIUM YD	1291492.23	394660.55
DS-5	12" ATRIUM YD	1291547.21	394672.87
DS-6	12" ATRIUM YD	1291510.29	394605.60
DS-7	6" ATRIUM YD	1291545.18	394604.38
DS-8	12" ATRIUM YD	1291523.11	394573.76
DS-9	12" ATRIUM YD	1291548.44	394580.24
DS-10	6" ATRIUM YD	1291511.74	394552.37
DS-11	6" CAST IRON YD	1291538.34	394551.39
DS-12	6" ATRIUM YD	1291545.90	394523.22
DS-13	6" ATRIUM YD	1291536.99	394514.81
DS-14	12" ATRIUM YD	1291432.88	394563.43
DS-15	6" ATRIUM YD	1291454.77	394557.45
DS-16	12" ATRIUM YD	1291478.85	394550.86
DS-17	6" ATRIUM YD	1291486.35	394523.14
DS-18	6" ATRIUM YD	1291491.63	394511.89
DS-19	6" ATRIUM YD	1291506.57	394527.52
DS-20	12" ATRIUM YD	1291563.80	394522.93
DS-21	MANHOLE	1291312.93	394552.58
DS-22	MANHOLE	1291254.14	394648.94
DS-23	CLEANOUT	1291317.97	394682.20
DS-24	MES	1291254.01	394724.16



501 E Kennedy Boulevard  
Suite 1010  
Tampa, FL 33602  
813.327.5450  
Certificate of Authorization  
Number FL #3932



**Florida Botanical Gardens  
Children's Discovery  
Garden**  
12520 Ulmerton Road  
Largo, Florida

No.	Revision	Date	Appr'd

Designed by **MAB** Issued for **MAB** Checked by **KMB** Date **Dec. 14, 2020**

**Permitting** Not Approved for Construction

Grading & Drainage Plan

Drawing Number  
**C4.0**  
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**SIDEDRAIN MAINTENANCE:**

A SIDEDRAIN FILTER SYSTEM OF ADEQUATE DESIGN AND PROPER INSTALLATION, USING GOOD MATERIAL, STILL REQUIRES MAINTENANCE TO KEEP IT OPERATING. INSPECTION OF THE DRAINS, ESPECIALLY AFTER HEAVY RAINS, SHOULD BE MADE TO SEE IF THEY ARE WORKING AND IF MAINTENANCE IS REQUIRED. PORE SPACES IN STORMWATER FILTERS CAN BE EXPECTED TO SEAL WITH TIME FOLLOWING THE BEGINNING OF OPERATION. THE DURATION OF A FILTER'S EFFECTIVENESS BEFORE THE HYDRAULIC CAPACITY IS REDUCED TO THE POINT THAT DRAWDOWN REQUIREMENTS CAN NO LONGER BE MET WILL DEPEND ON A NUMBER OF FACTORS INCLUDING THE INITIAL PERMEABILITY OF FILTER MATERIAL USED, THE DEGREE OF PRETREATMENT (SEDIMENTATION) PRIOR TO ENTERING THE FILTRATION FACILITY, AND THE NATURE OF THE POLLUTANTS BEING REMOVED.

PRELIMINARY INDICATION SHOW THAT THESE SYSTEMS CAN FUNCTION FOR UP TO ONE YEAR WITH ONLY MINOR MAINTENANCE. HOWEVER, PERIODIC DISCING OR SCRAPING THE SURFACE LAYERS OF THE SOIL MAY BE REQUIRED FOLLOWING HEAVY EVENTS THAT CARRY HEAVY SEDIMENT LOADS.

COARSE GRAINED SYSTEMS MAY REQUIRE COMPLETE REPLACEMENT OF THE FILTER MEDIA TO RESTORE THEIR FUNCTION FOLLOWING CLOGGING SINCE POLLUTANTS WOULD BE EXPECTED TO FURTHER PENETRATE THESE SYSTEMS THAN THEIR MORE CLOSE-GRAINED COUNTERPARTS. MOST OF THE PARTICULATES WILL BE TRAPPED IN THE FIRST 2 OR 3 INCHES OF THE LATTER WHILE SUSPENDED SUBSTANCES CAN BE EXPECTED TO PENETRATE UP TO A FOOT OR MORE INTO THE COARSE-GRAINED FILTER. SEMI-ANNUAL RESTORATION EFFORTS ARE LIKELY TO INVOLVE COMPLETE REMOVAL AND CLEANING AND OR REPLACEMENT OF THE TOP 12 INCHES OR MORE OF THE FILTER MATERIAL. WHILE MAJOR MAINTENANCE OF THIS TYPE MAY NOT HAVE TO BE DONE AS OFTEN, WHEN IT IS REQUIRED, THE OPERATION WILL INVOLVE A SIGNIFICANT AMOUNT OF LABOR AND MATERIAL. HEAVY MACHINERY MAY BE NEEDED IF THE FACILITY IS LARGE AND CARE WILL BE NEEDED TO PREVENT DAMAGE TO THE SIDEDRAIN OR UNDERDRAIN PIPES. THERE MAY BE SOME PROBLEMS ASSOCIATED WITH THE ABILITY OF THESE MORE COARSE-GRAINED, EVENLY GRADED MATERIALS TO SUPPORT MACHINERY NEEDED TO PERFORM MAINTENANCE ACTIVITIES, SUCH AS SCRAPING WITHOUT GETTING EQUIPMENT STUCK AND/OR DAMAGING THE FILTER BED.

**COMMON CAUSES OF SUBSURFACE DRAINAGE SYSTEM FAILURES INCLUDE THE FOLLOWING:**

1. DRAINS INSTALLED WITH INSUFFICIENT CAPACITY.
2. DRAINS PLACED TOO SHALLOW AND LACK OF AUXILIARY STRUCTURES NECESSARY FOR THE INSTALLATION.
3. DRAINS OF INSUFFICIENT STRENGTH OR LACKING IN OTHER QUALITIES NECESSARY FOR THE INSTALLATION.
4. LACK OF MAINTENANCE STRUCTURES, SUCH AS CLEANOUTS, INSTALLED AT PROPER LOCATIONS.
5. POOR CONSTRUCTION RESULTING IN SUCH INADEQUACIES AS TOO WIDE OR TOO SMALL A JOINT SPACING, IMPROPER BEDDING, POOR GRADE AND ALIGNMENT AND IMPROPER BACKFILLING.
6. FAILURE DUE TO MINERAL DEPOSITS SUCH AS IRON OXIDE. THESE DEPOSITS DO NOT SERIOUSLY AFFECT THE OPERATION OF THE DRAIN UNLESS THE PERFORATIONS OR JOINTS BECOME SEALED. USUALLY INDICATIONS OF DEPOSITS MAY BE OBSERVED AT THE OUTLETS, JUNCTION BOXES AND CLEANOUTS.

HYDRAULIC CLEANING - HIGH PRESSURE HYDRAULIC NOZZLES HAVE BEEN USED WITH SUCCESS TO CLEAN SIDEDRAIN OR UNDERDRAIN SYSTEMS IN FLORIDA THAT HAVE EVIDENCE OF IRON OXIDE.

SILT AND VEGETATION - ONE OF THE MOST COMMON MAINTENANCE PROBLEMS THAT WE HAVE WITH SIDEDRAIN OR UNDERDRAIN SYSTEMS IN FLORIDA IS TO GET LANDOWNERS TO KEEP THE OUTLETS FREE OF SILT AND VEGETATION WHERE THEY EMPTY INTO OPEN DITCHES OR CONTROL STRUCTURES. THE OUTLET END OF THE SYSTEM MUST BE KEPT CLEAN IF THE MAXIMUM BENEFITS FROM THE SIDEDRAIN OR UNDERDRAIN SYSTEM ARE TO BE OBTAINED. SEDIMENT AND FAST GROWING AQUATIC VEGETATION MIGHT CAUSE THE OUTLETS TO BECOME ENTIRELY PLUGGED WITHIN ONE YEAR AFTER INSTALLATION, CONSEQUENTLY FREQUENT INSPECTIONS MUST BE MADE.

TREES - IF TREES NEAR THE DRAIN ARE NOT REMOVED AT THE TIME OF CONSTRUCTION, THE SIDEDRAIN OR UNDERDRAIN MAY BECOME PLUGGED BY ROOTS. IF IT IS FOUND THAT THE SIDEDRAIN OR UNDERDRAIN LINE IS NOT FUNCTIONING AND THE OUTLET IS OPEN, THE LINES SHOULD BE CHECKED NEAR TREES.

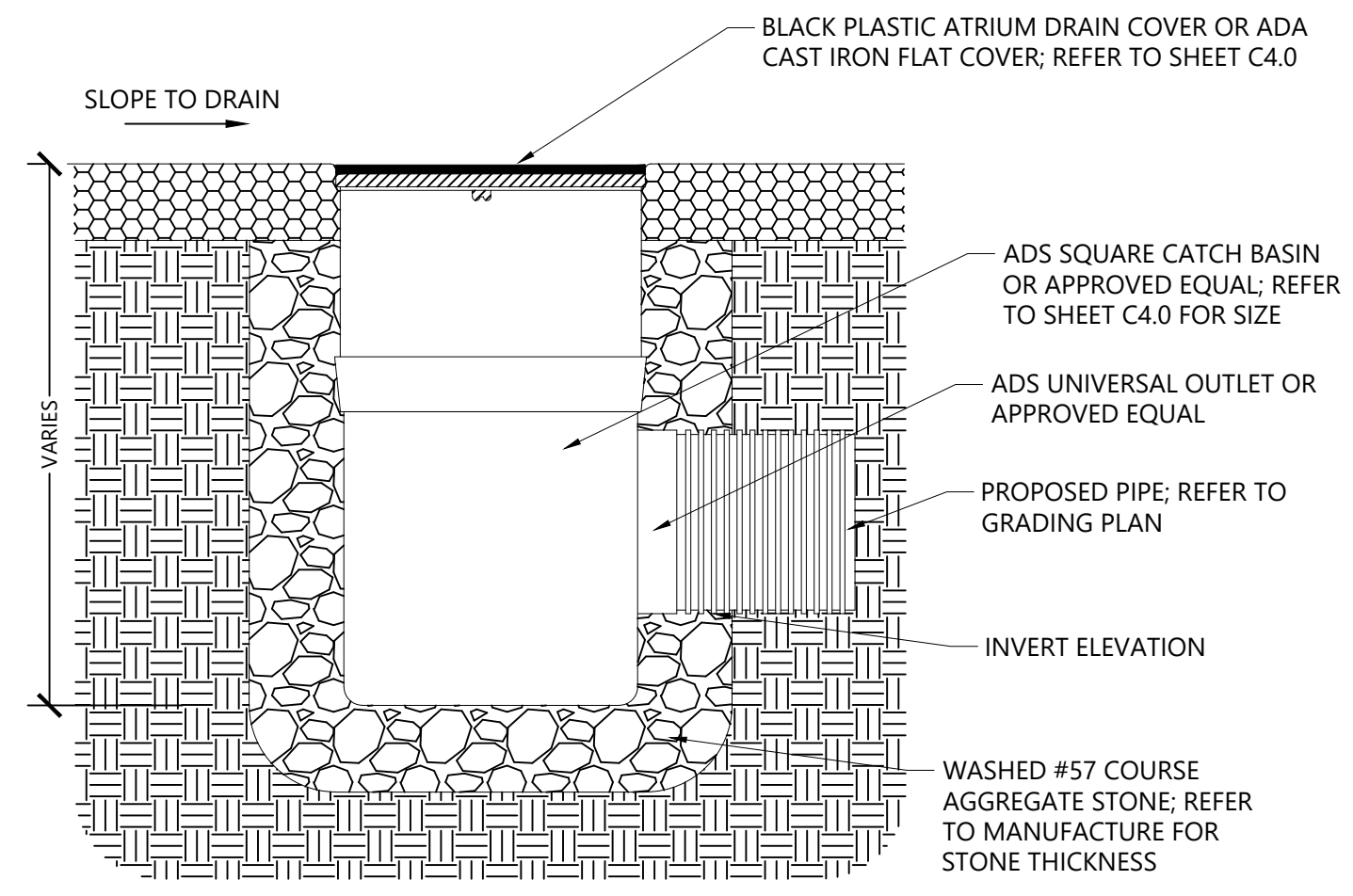
AUXILIARY STRUCTURES - THE LIFE AND VALUE OF A SIDEDRAIN OR UNDERDRAIN SYSTEM MANY TIMES DEPENDS ON THE REPAIR OF AUXILIARY STRUCTURES. THESE STRUCTURES ARE TO PROTECT THE SIDEDRAIN OR UNDERDRAIN SYSTEM AS WELL AS TO AID IN DETERMINING WHEN MAINTENANCE IS NEEDED. IF THEY ARE NOT MAINTAINED, THE VALUE OF THE INSTALLATION WILL DECREASE. REGULAR INSPECTION IS REQUIRED.

AS-BUILT PLANS - UPON COMPLETING A SUBSURFACE DRAINAGE INSTALLATION AND AFTER ALL CHECKS AND INSPECTIONS HAVE BEEN MADE, A SET OF "AS-BUILT" PLANS, SHOWING LOCATION, DEPTHS AND SIZES OF ALL DRAINS SHOULD BE PRESERVED AND MADE AVAILABLE TO THOSE THAT WILL BE MAINTAINING THE SYSTEM.

(REF: DEPARTMENT OF ENVIRONMENTAL REGULATION, STATE OF FLORIDA, "THE FLORIDA DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT", JUNE, 1988.)

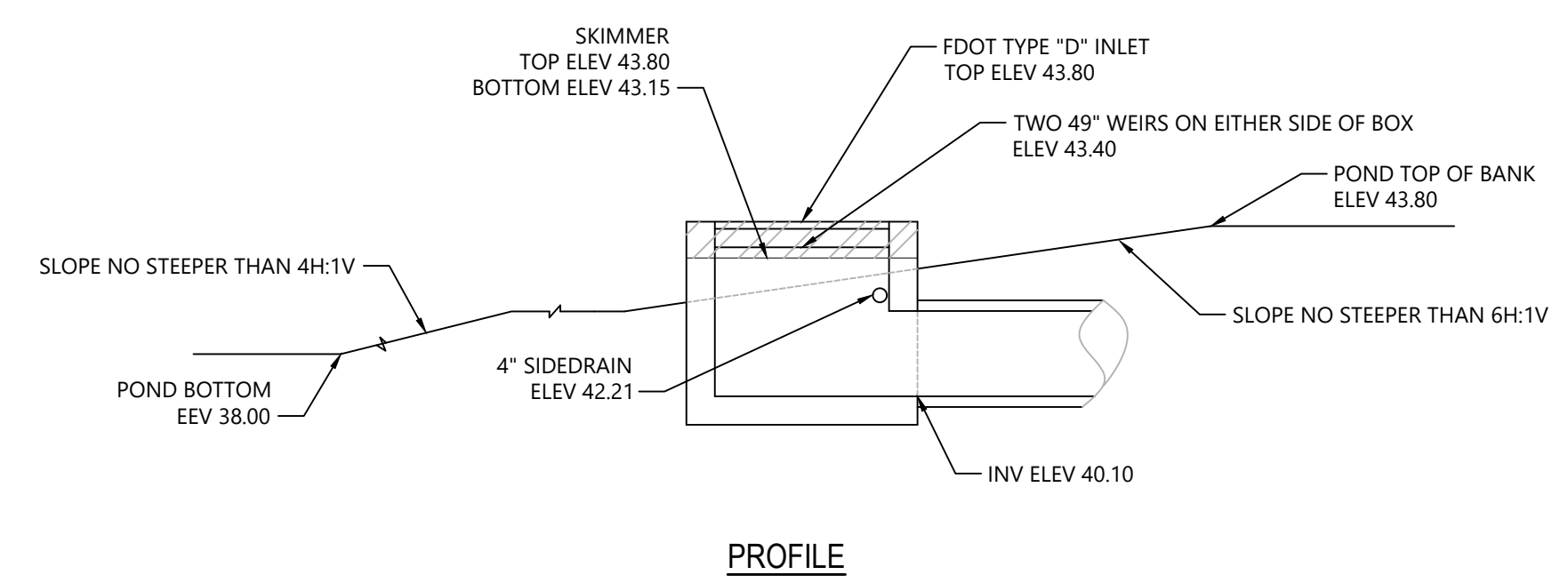
**NOTES:**

1. 3/4" WASHED ROCK SHALL BE #5 COURSE AGGREGATE PER FDOT SECTION 901.
2. NON-WOVEN ENGINEERING FABRIC SHALL BE AMACO STYLE #4545 OR APPROVED EQUIVALENT.
3. SIDEDRAIN OR UNDERDRAIN PIPING SHALL BE LAID AT GRADES AND SLOPES SHOWN AND COVERED WITH APPROVED FILTER MATERIAL. A MINIMUM THREE (3) INCH THICK GRAVEL ENVELOPE WRAPPED IN FILTER CLOTH IS SUGGESTED TO IMPROVE FLOW INTO THE DRAIN PIPE.
4. SIDEDRAIN OR UNDERDRAIN PIPING MATERIAL SHALL BE FOUR (4) INCH PERFORATED PVC PIPE WITH NO SOCK MATERIAL OR AN APPROVED EQUAL. INSTALLATION SHALL BE ACCORDING THE MANUFACTURER'S RECOMMENDATIONS.
5. GRAVEL ENVELOPE MATERIAL SHALL BE A COARSE MATERIAL, ALL OF WHICH SHALL PASS A 1-1/2 INCH SIEVE. FDOT NO. 57 STONE OR EQUIVALENT IS RECOMMENDED. THE MATERIAL SHOULD BE WASHED AND CONTAIN NO MORE THAN ONE (1) PERCENT SILT, CLAY AND ORGANIC MATTER. THE MATERIAL SHALL BE HARD, DURABLE AND COMPLY WITH THE REQUIREMENTS FOR SOUNDNESS SPECIFIED IN ASTM D-694-62. THE MATERIAL SHALL NOT CONTAIN ANY LIMESTONE, LIMEROCK OR PHOSPHATE.
6. THE SAND FILTER MATERIAL SHALL BE A WASHED MATERIAL MEETING FDOT ROAD AND BRIDGE SPECIFICATIONS FOR SILICA SAND (CONTAINING LESS THAN ONE (1) PERCENT SILT, CLAY AND ORGANIC MATTER), UNLESS FILTER CLOTH IS USED AROUND THE GRAVEL WHICH IS SUITABLE TO RETAIN THE SILT, CLAY AND ORGANIC MATTER WITHIN THE SAND FILTER. CALCIUM CARBONATE (LIMEROCK) AGGREGATE IS NOT AN ACCEPTABLE SUBSTITUTE.
7. THE SAND FILTER MATERIAL SHALL HAVE A UNIFORMITY COEFFICIENT 1.5 OR GREATER AND AN EFFECTIVE GRAIN SIZE OF 0.20 TO 0.55 MILLIMETERS IN DIAMETER.
8. THE SIDEDRAIN OR UNDERDRAIN SYSTEM SHALL BE CONSTRUCTED SUCH THAT DISPLACEMENT OF THE FILTER MEDIA AND DRAIN PIPE WILL NOT OCCUR DURING BACKFILLING.
9. THE UPPER END OF EACH DRAIN PIPE AND ANY BENDS SHALL BE CONNECTED TO A CLEANOUT STRUCTURE WHETHER OR NOT SHOWN HEREON. THE CLEANOUT SCREW CAP SHALL BE WATERTIGHT.
10. PRIOR TO INSTALLATION OF THE FILTER MEDIA (SAND), THE CONTRACTOR SHALL SUBMIT TEST RESULTS, FROM A CERTIFIED INDEPENDENT LABORATORY, OF THE MEDIA MATERIAL THAT WILL BE USED IN CONSTRUCTION OF THE UNDERDRAIN/SIDEDRAIN SYSTEM, TO THE ENGINEER OF RECORD FOR SUBMITTAL TO THE REGULATORY AGENCY. THE TESTS SHALL ADDRESS THE FOLLOWING FILTER MEDIA PARAMETERS: UNIFORMITY COEFFICIENT, EFFECTIVE GRAIN SIZE, SIEVE ANALYSIS, PERCENT SILTS, CLAYS AND ORGANIC MATTER, AND A PERMEABILITY TEST (CONSTANT HEAD).

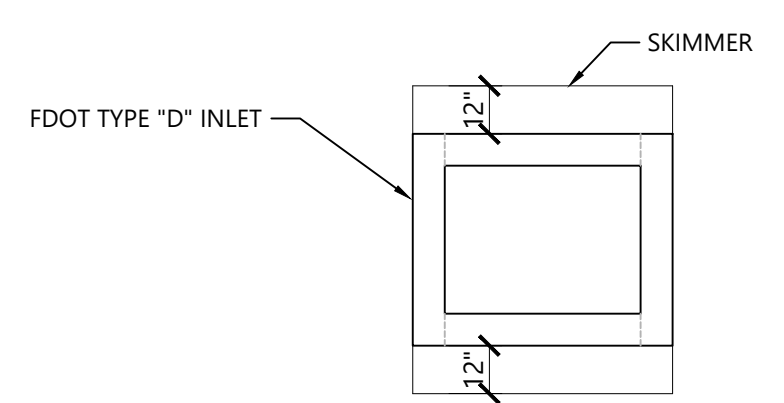


**Yard Drain Detail**

N.T.S. Source: ADS Manufacturer



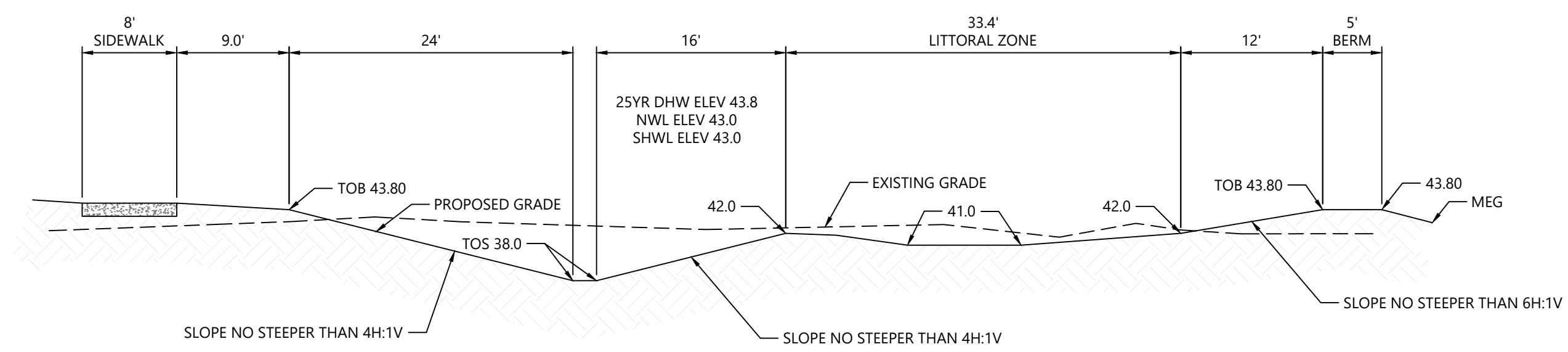
PROFILE



PLAN

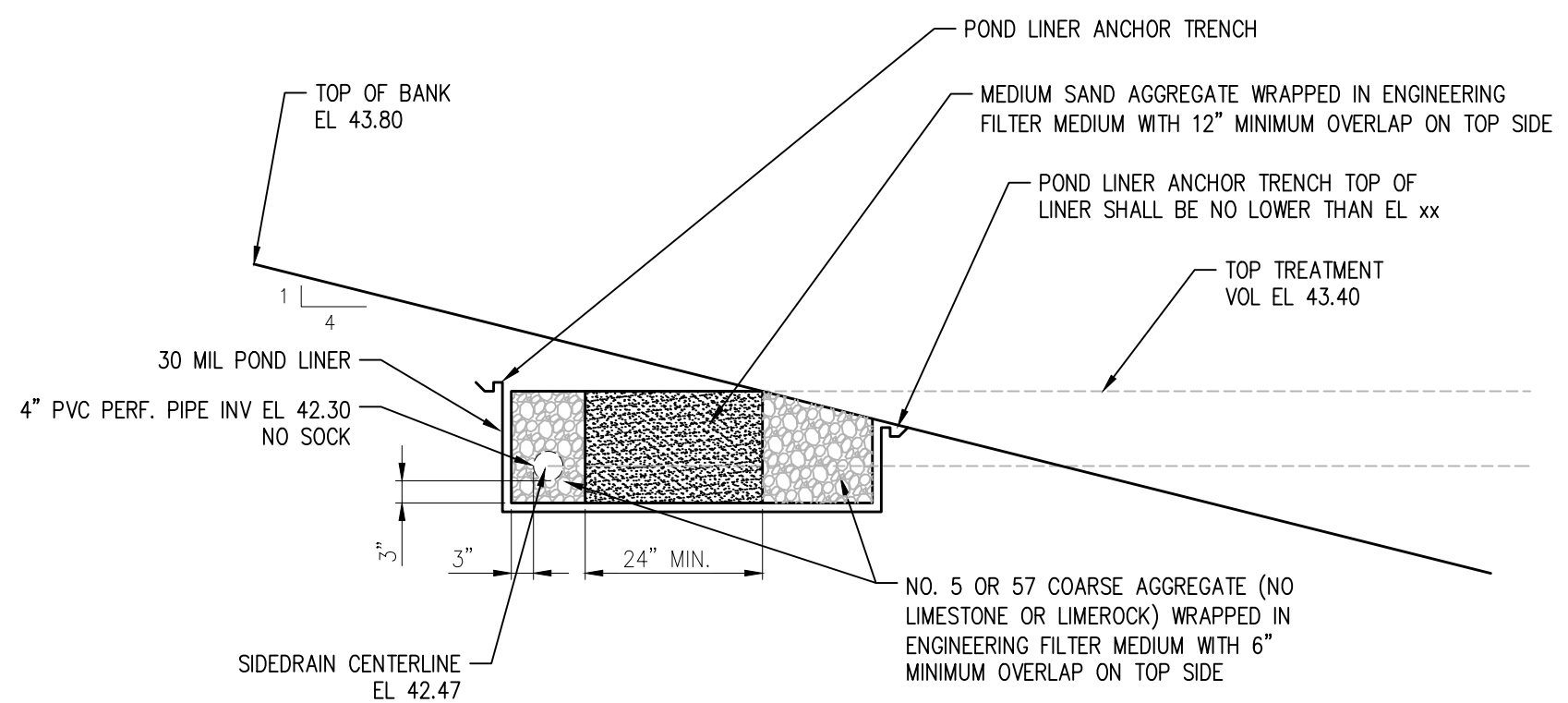
**Control Strucutre**

N.T.S.



**Pond Section**

N.T.S.



**Sand Filter Sidedrain Detail**

N.T.S.

**Florida Botanical Gardens Children's Discovery Garden**  
12520 Ulmerton Road  
Largo, Florida

No.	Revision	Date	Apprd

Designed by <b>MAB</b>	Checked by <b>KMB</b>
Issued for	Date

Permitting Dec. 14, 2020

Not Approved for Construction

**Grading Details**

Drawing Number

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**coyle & caron**  
landscape architecture  
236 Pasadena Place  
Orlando, FL 32803 407-866-0650  
www.coylecaron.com

Florida Botanical Garden  
Majeed Garden Signage

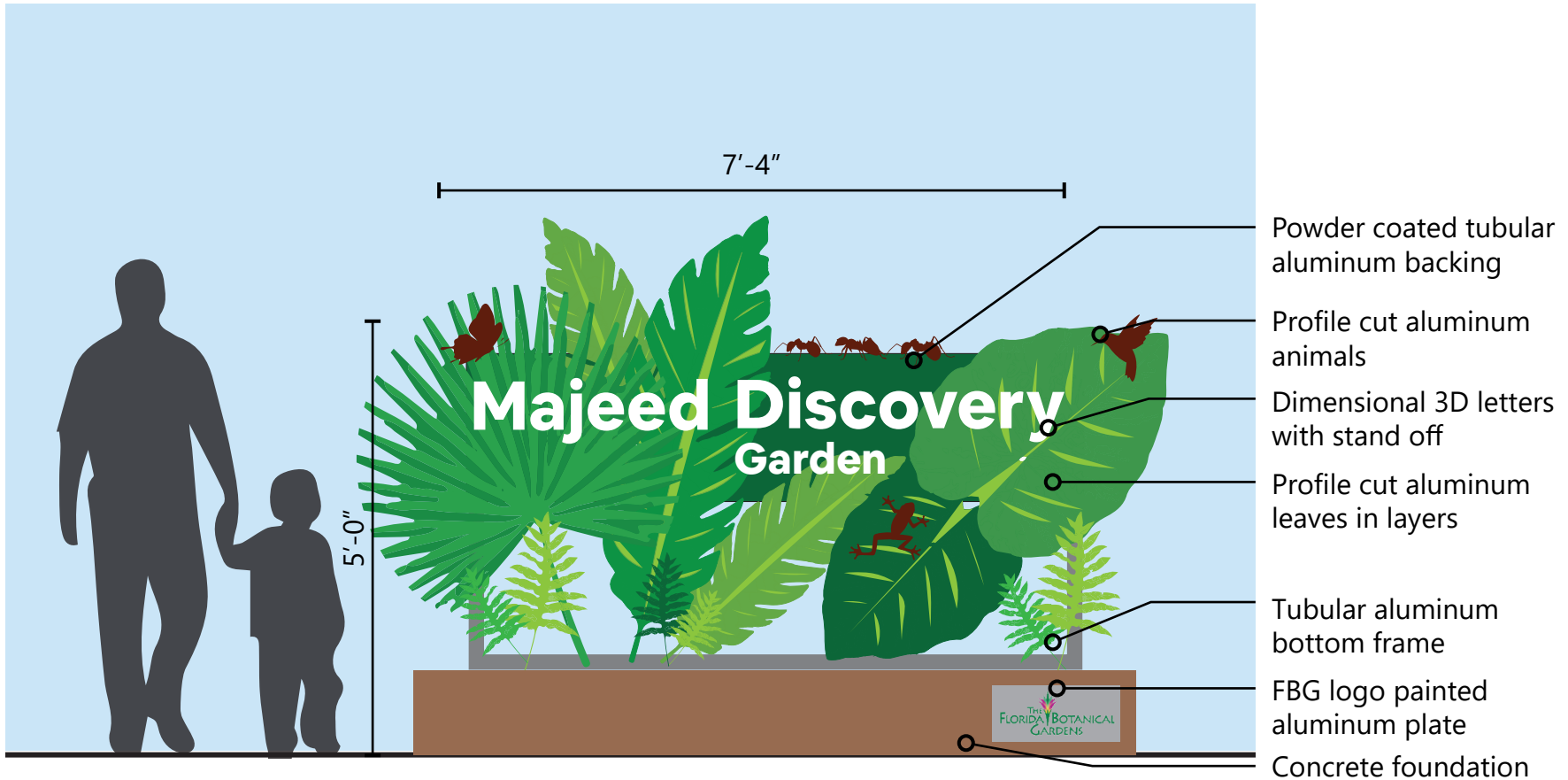
Date: 4/05/2021



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Florida Botanical Garden  
 Majeed Garden Signage

Date:	4/05/2021
Scale:	NTS



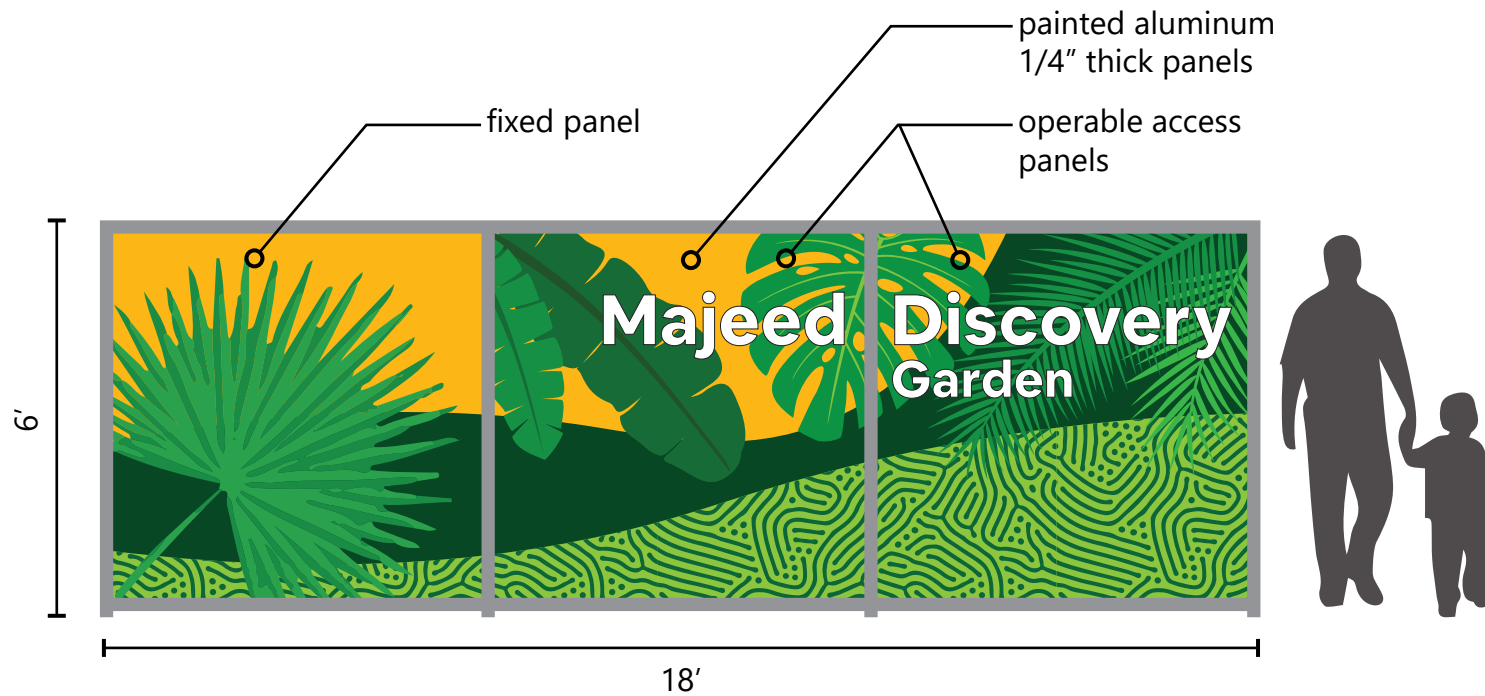
Main Entrance Sign



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North Entrance Sign



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