



Planning, Zoning and Building Department

BOARD ACTION REPORT – APPEALABLE ITEM

Project Name: 116 Marine Way
Project Location: 116 Marine Way
Request: Certificate of Appropriateness (COA)
Board: Historic Preservation Board
Meeting Date: August 16, 2017

Board Action:

Approved the COA for demolition of an existing non-contributing structure and construction of a new 2-story duplex structure to be located at 116 Marine Way, on a 5 to 0 vote (Bathurst absent and Patton stepping down).

Project Description:

The 0.27 acre vacant property is situated on the west side of Marine Way between SE 1st Street and SE 2nd Street and is zoned Multiple Family Residential (RM).

A circa 1975 2-story single family residence exists on the subject property. The proposal includes demolition of the existing non-contributing structure and construction of a new 2-story duplex structure with subgrade garage parking, associated pool, fencing and perimeter wall.

Staff supported the Certificate of Appropriateness request, subject to conditions.

Board Comments:

The Board comments were supportive.

Public Comments:

Two members of the public spoke in support of the project.

Associated Actions: All required actions were taken.

Next Action: HPB action is final.

ITEM BEFORE THE BOARD

The item before the Board is the consideration of a Certificate of Appropriateness (COA) associated with the demolition of an existing non-contributing structure and construction of a new 2-story duplex structure to be located at **116 Marine Way, Marina Historic District**, pursuant to LDR Section 2.4.6(H).

BACKGROUND & PROJECT DESCRIPTION

The 0.27 acre property is situated on the west side of Marine Way between SE 1st Street and SE 2nd Street and is zoned Multiple Family Residential (RM). A circa 1975 2-story single family residence exists on the subject property. The proposal includes demolition of the existing non-contributing structure and construction of a new 2-story duplex structure with subgrade garage parking, associated pool, fencing and perimeter wall.

ANALYSIS OF PROPOSAL

Pursuant to LDR Section 2.4.6(H)(5), prior to approval, a finding must be made that any Certificate of Appropriateness which is to be approved is consistent with Historic Preservation purposes pursuant to Objective A-4 of the Land Use Element of the Comprehensive Plan and specifically with provisions of Section 4.5.1, the Delray Beach Historic Preservation Design Guidelines, and the Secretary of the Interior's Standards for Rehabilitation.

ZONING AND USE REVIEW

Pursuant to LDR Section 4.3.4(K), Development Standards, properties located within the RM zoning district that are to be developed for use as duplex shall be developed according to the requirements noted in the chart below. As illustrated, the proposal is in compliance with the applicable requirements; therefore, positive findings can be made.

Development Standards	Required	Proposed
Open Space (Minimum, Non-Vehicular)	25%	31%
Setbacks (Minimum):		
Front (West)	25'	25'
Side Interior (North)	15'	15'
Side Street (South)	15'	15'
Rear (East)	15'	15'
Height (Maximum)	35'	32'3" (mean)

As illustrated above, the proposal meets the Development Standard requirements, and therefore, positive findings can be made.

SUPPLEMENTAL DISTRICT REGULATIONS

Pursuant to LDR Section 4.6.9(C)(2)(b), Parking Requirements for Residential Uses - Duplexes: **two parking spaces per dwelling unit are required.**

The requirements of this code section have been met as 4 parking spaces per unit are proposed within subgrade parking garages below each individual unit, ensuring required parking is provided for outside of the front or side street setback areas. An overall project total of 8 parking spaces are proposed.

GENERAL PROCEDURES

Pursuant to LDR Section 2.4.3(B)(1) Standard Plan Items: **the survey, site plan, landscaping plan, preliminary engineering plans, (excluding architectural elevations and floor plans, which shall utilize an architect's scale) shall be at the same scale. Acceptable scales shall include one inch equals ten feet; one inch equals 20 feet or one inch equals 30 feet.**

The submitted plans generally meet this requirement as they are at a scale of one inch equals ten feet (1"=10'), with the exception of the landscape plan, which is drawn to a scale of 1/8"=1'. A condition of approval has been added that the landscape plan be revised to a scale of one inch equals ten feet.

Pursuant to LDR Section 2.4.3(B)(5) Standard Plan Items: The center line of the right-of-way of any adjacent street with the basis of the center line clearly stated; the center line of the existing pavement; the width of the street pavement; the location and width of any adjacent sidewalk; and the identification of any improvements located between the property and any adjacent street.

The submitted plans need to be revised to indicate the center line dimension and notation of the Marine Way right-of-way. This item has been added as a condition of approval.

LDR SECTION 4.5.1 HISTORIC PRESERVATION: DESIGNATED DISTRICTS, SITES, AND BUILDINGS
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Pursuant to LDR Section 2.4.6(H)(5), Certificate of Appropriateness Findings, prior to approval, a finding must be made that any Certificate of Appropriateness which is to be approved is consistent with Historic Preservation purposes pursuant to Objective A-4 of the Land Use Element of the Comprehensive Plan and specifically with provisions of Section 4.5.1, the Delray Beach Historic Preservation Design Guidelines, and the Secretary of the Interior's Standards for Rehabilitation.

Pursuant to LDR Section 4.5.1(E), Development Standards, all new development or exterior improvements on individually designated historic properties and/or properties located within historic districts shall, comply with the goals, objectives, and policies of the Comprehensive Plan, the Delray Beach Historic Preservation Design Guidelines, the Secretary of the Interior's Standards for Rehabilitation, and the Development Standards of this Section.

Standard 1

A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

Standard 10

New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The subject property is occupied by a non-contributing single-family residence, which is proposed for demolition. As the proposal is for construction of a new duplex on the property, the property will be used for its historic purpose which is residential within the existing multi-family residential neighborhood and the essential form and integrity of the property and its environment will be unimpaired. Further, the development proposal must comply with the Land Development Regulations for Visual Compatibility which address essential form and integrity of the historic property and its environment through; thus, meeting these standards.

Pursuant to LDR Section 4.5.1(E)(2)(b)(3) - Major Development: the subject application is considered "Major Development" as it involves "new construction within the RM zoning district".

Pursuant to LDR Section 4.5.1(E)(3) - Buildings, Structures, Appurtenances and Parking: Buildings, structures, appurtenances and parking shall only be moved, reconstructed, altered, or maintained, in accordance with this chapter, in a manner that will preserve the historical and architectural character of the building, structure, site, or district:

Appurtenances: Appurtenances include, but are not limited to, stone walls, fences, light fixtures, steps, paving, sidewalks, signs, and accessory structures.

Fences and Walls: The provisions of Section 4.6.5 shall apply, except as modified below:

- a. Chain-link fences are discouraged. When permitted, chain-link fences shall be clad in a green or black vinyl and only used in rear yards where they are not visible from a public right of way, even when screened by a hedge or other landscaping.
- b. Swimming pool fences shall be designed in a manner that integrates the layout with the lot and structures without exhibiting a utilitarian or stand-alone appearance.
- c. Fences and walls over four feet (4') shall not be allowed in front or side street setbacks.
- d. Non-historic and/or synthetic materials are discouraged, particularly when visible from a public right of way.
- e. Decorative landscape features, including but not limited to, arbors, pergolas, and trellises shall not exceed a height of eight feet (8') within the front or side street setbacks.

The proposal includes the use of a non-historic, synthetic PVC fence material around the side and rear of the property. A condition of approval is included with the request to limit the use of PVC fence material where it is not visible from an adjacent right-of-way and utilize authentic materials where visible from adjacent public right-of-way.

Garages and Carports:

- a. Garages and carports are encouraged to be oriented so that they may be accessed from the side or rear and out of view from a public right of way.
- b. The orientation of garages and carports shall be consistent with the historic development pattern of structures of a similar architectural style within the district.
- c. The enclosure of carports is discouraged. When permitted, the enclosure of the carport should maintain the original details, associated with the carport, such as decorative posts, columns, roof planes, and other features.
- d. Garage doors shall be designed to be compatible with the architectural style of the principal structure and should include individual openings for vehicles rather than two car expanses of doors. Metal two car garage doors are discouraged; however, if options are limited and metal is proposed, the doors must include additional architectural detailing appropriate to the building.

The subject proposal meets with the intent of the requirements of this subject regulation as the proposed garages are subgrade, are accessed from the side of the subject property and are out of view from a public right-of-way. The garage doors are proposed as two-car garage doors and are metal; however, the doors will be clad with wood incorporating additional architectural detailing.

Parking: Parking areas shall strive to contribute to the historic nature of the properties/districts in which they are located by use of creative design and landscape elements to buffer parking areas from adjacent historic structures. At a minimum, the following criteria shall be considered:

- a. Locate parking adjacent to the building or in the rear.
- b. Screen parking that can be viewed from a public right-of-way with fencing, landscaping, or a combination of the two.
- c. Utilize existing alleys to provide vehicular access to sites.
- d. Construct new curb cuts and street side driveways only in areas where they are appropriate or existed historically.
- e. Use appropriate materials for driveways.
- f. Driveway type and design should convey the historic character of the district and the property.

The subject proposal complies with the requirements of this subject regulation, as all new parking will be situated within enclosed, sub-grade, garages underneath the proposed structure and will be accessed

by paver brick driveways. It is noted that a single point of access currently exists on the subject property and the proposal includes two new points of access. The increase of an additional access point can be viewed to be appropriate given the proposed use of the property.

Pursuant to LDR Section 4.5.1(E)(7) - Visual Compatibility Standards: new construction and all improvements to both contributing and noncontributing buildings, structures and appurtenances thereto within a designated historic district or on an individually designated property shall be visually compatible. In addition to the Zoning District Regulations, the Historic Preservation Board shall apply the visual compatibility standards provided for in this Section with regard to height, width, mass, scale, façade, openings, rhythm, material, color, texture, roof shape, direction, and other criteria set forth elsewhere in Section 4.5.1. Visual compatibility for minor and major development as referenced in Section 4.5.1(E)(2) shall be determined by utilizing criteria contained in (a)-(m) below. Visual compatibility for all development on individually designated properties outside the district shall be determined by comparison to other structures within the site.

The following criteria apply:

- (a) **Height**: The height of proposed buildings or modifications shall be visually compatible in comparison or relation to the height of existing structures and buildings in a historic district for all major and minor development. For major development, visual compatibility with respect to the height of residential structures, as defined by 4.5.1(E)(2)(a), shall also be determined through application of the Building Height Plane.
- (b) **Front Facade Proportion**: The front facade of each building or structure shall be visually compatible with and be in direct relationship to the width of the building and to the height of the front elevation of other existing structures and buildings within the subject historic district.
- (c) **Proportion of Openings (Windows and Doors)**: The openings of any building within a historic district shall be visually compatible with the openings exemplified by prevailing historic architectural styles of similar buildings within the district. The relationship of the width of windows and doors to the height of windows and doors among buildings shall be visually compatible within the subject historic district.
- (d) **Rhythm of Solids to Voids**: The relationship of solids to voids of a building or structure shall be visually compatible with existing historic buildings or structures within the subject historic district for all development, with particular attention paid to the front facades.
- (e) **Rhythm of Buildings on Streets**: The relationship of buildings to open space between them and adjoining buildings shall be visually compatible with the relationship between existing historic buildings or structures within the subject historic district.
- (f) **Rhythm of Entrance and/or Porch Projections**: The relationship of entrances and porch projections to the sidewalks of a building shall be visually compatible with existing architectural styles of entrances and porch projections on existing historic buildings and structures within the subject historic district for all development.
- (g) **Relationship of Materials, Texture, and Color**: The relationship of materials, texture, and color of the facade of a building and/or hardscaping shall be visually compatible with the predominant materials used in the historic buildings and structures within the subject historic district.
- (h) **Roof Shapes**: The roof shape, including type and slope, of a building or structure shall be visually compatible with the roof shape of existing historic buildings or structures within the subject historic district. The roof shape shall be consistent with the architectural style of the building.
- (i) **Walls of Continuity**: Walls, fences, evergreen landscape masses, or building facades, shall form cohesive walls of enclosure along a street to ensure visual compatibility with historic buildings or structures within the subject historic district and the structure to which it is visually related.

- (j) Scale of a Building:** The size of a building and the building mass in relation to open spaces, windows, door openings, balconies, porches, and lot size shall be visually compatible with the building size and mass of historic buildings and structures within a historic district for all development. To determine whether the scale of a building is appropriate, the following shall apply for major development only:
 - 1. For buildings wider than sixty percent (60%) of the lot width, a portion of the front façade must be setback a minimum of seven (7) additional feet from the front setback line:
 - 2. For buildings deeper than fifty percent (50%) of the lot depth, a portion of each side façade, which is greater than one story high, must be setback a minimum of five (5) additional feet from the side setback line:
- (k) Directional Expression of Front Elevation:** A building shall be visually compatible with the buildings, structures, and sites within a historic district for all development with regard to its directional character, whether vertical or horizontal.
- (l) Architectural Style:** All major and minor development shall consist of only one (1) architectural style per structure or property and not introduce elements definitive of another style.

The applicant notes the following in their justification statement regarding visual compatibility:

The front façade proportion is compatible to its width and height, keeping the front side elements to single story volumes and stepping back the two-story massing giving the architecture the proper balance and impact on the street.

The building is designed with front porches and open terraces with no garages visible from the street. Grading the front yard up towards the terrace is allowing us to propose a two story building fronting Marine Way transitioning nicely from a long three story building to the south and one story single family homes on the north. Rhythm of buildings on the streets – the front and side elevations of the building are broken up in different elements to avoid the long blank walls to fit nicely with the neighborhood. The front elevation is composed with different elements of one story porch, open terraces and two story elements stepped further back to minimize the impact on the street. The use of columns, the outriggers and louvered panels are typical of the tropical architecture. Architectural elements are depicted in many other buildings around the Marina district. Roof shapes are visually compatible within the historic district keeping low 4/12 pitch hipped roofs, simple geometry pods giving interest to its correct Architecture and avoiding massive roofs. Directional expression of the front elevation is compatible with the historic district creating an inviting front porch and terraces, locating the garaged to the side so they are not visible from the street.

The design of the structure reduces the overall massing of the structure on the front elevation with the individual garages oriented to the sides of the property rather than facing the street. The design also incorporates single-story elements ensuring the proposal meets the requirements for Building Height Plane (BHP). With respect to the BHP, it is noted that the proposal takes advantage of the BHP Incentive as noted in LDR Section 4.5.1(E)(8), with a 2nd floor open air balcony on the east elevation as well as an 18' portion of the front elevation extending above the permitted BHP.

The exterior finish of the residence includes a combination of smooth stucco on the first story and hardiplank or beveled stucco siding on the second story. The proposed second floor balcony facing Marine Way includes azek columns, aluminum railings and wood corbels. Aluminum framed single-hung and fixed windows with dimensional muntins are proposed that include a variety of profiles. Striped canvas awnings are proposed on the north and south elevations along with decorative shutters. Wood rafter tails, entrance gate and front doors are proposed along with a flat tile roof. The Visual Compatibility Standard for Relationship of Materials, Texture, and Color states that the relationship of materials, texture, and color of the facade of a building and/or hardscaping shall be visually compatible with the predominant materials used in the historic buildings and structures within the subject historic district.

Typically, the predominant materials used in and on historic structures within the Marina Historic District are authentic such as wood for shutters, rafter tails, corbels and doors. With new construction, typically aluminum is utilized for doors, windows and railings with wood elements being utilized for both decorative and structural elements such as shutters, railings, rafter tails, corbels etc. The use of authentic materials guarantees the longevity and authenticity of the district, ensuring there will be future resources that will contribute to the architectural and historical context of the historic district. The proposal complies with the intent of this standard.

In consideration of the Visual Compatibility Standards, the proposed two-story, residential duplex is generally appropriate and compatible with the Marina Historic District; thus, positive findings can be made with respect to the sections indicated above.

Pursuant to LDR Section 4.5.1(F) – Demolitions: Demolition of historic or archaeological sites, or buildings, structures, improvements and appurtenances within historic districts shall be regulated by the Historic Preservation Board and shall be subject to the following requirements:

- (1) No structure within a historic district or on a historic site shall be demolished before a Certificate of Appropriateness has been issued pursuant to Section 2.4.6(H).**
- (2) The application for a Certificate of Appropriateness for demolition must be accompanied by an application for a Certificate of Appropriateness for alterations to the structure or the redevelopment of the property.**
- (3) Demolition shall not occur until a building permit has been issued for the alterations or redevelopment as described in the applicable Certificate of Appropriateness.**
- (4) All structures approved for demolition and awaiting issuance of a building permit for the alterations or redevelopment shall be maintained so as to remain in a condition similar to that which existed at time that the Certificate of Appropriateness for demolition was approved unless the Chief Building Official determines that an unsafe building condition exists in accordance with Section 4.5.3(G).**
- (5) A Certificate of Appropriateness for demolition of 25% or more of contributing or individually designated structure shall be subject to the following additional requirements:**
 - (a) A demolition plan shall accompany the application for a Certificate of Appropriateness for demolition. The plan shall illustrate all portions of the existing structure that will be removed or altered.**
 - (b) The Certificate of Appropriateness for demolition and the Certificate of Appropriateness for alternation or redevelopment shall meet the “Additional Public Notice” requirements of LDR Section 2.4.2(B)(1)(j).**
- (6) The Board upon a request for demolition by a property owner, shall consider the following guidelines in evaluating applications for a Certificate of Appropriateness for demolition of designated historic sites, historic interiors, or buildings, structures, or appurtenances within designated historic districts:**
 - (a) Whether the structure is of such interest or quality that it would reasonably fulfill criteria for designation for listing on the national register.**
 - (b) Whether the structure is of such design, craftsmanship, or material that it could be reproduced only with great difficulty or economically nonviable expense.**
 - (c) Whether the structure is one of the last remaining examples of its kind in the designated historic district within the city.**

describing the public interest that the Board seeks to preserve. An additional delay period has not been requested and is not anticipated to be necessary.

ALTERNATIVE ACTIONS

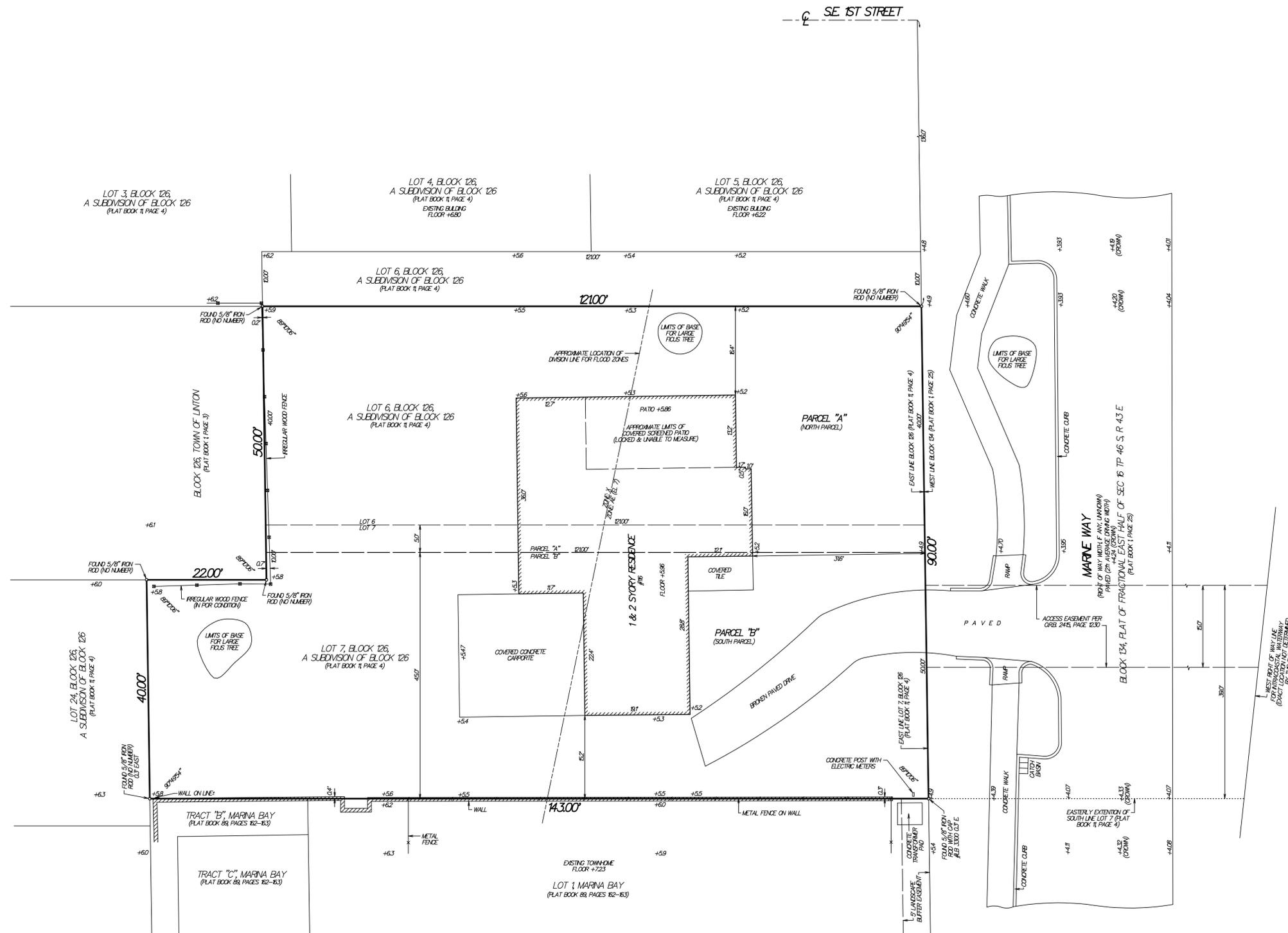
- A. Continue with direction.
- B. Approve the Certificate of Appropriateness (2017-122) for **116 Marine Way, Marina Historic District**, by adopting the findings of fact and law contained in the staff report, and finding that the request and approval thereof meets the criteria set forth in the Land Development Regulations Section 2.4.6(H)(5), subject to conditions.
- C. Deny the Certificate of Appropriateness (2017-122) for **116 Marine Way, Marina Historic District**, by adopting the findings of fact and law contained in the staff report, and finding that the request and approval thereof does not meet the criteria set forth in the Land Development Regulations Section 2.4.6(H)(5).

RECOMMENDATION

Approve the Certificate of Appropriateness (2017-122) for **116 Marine Way, Marina Historic District**, by adopting the findings of fact and law contained in the staff report, and finding that the request and approval thereof meets the criteria set forth in the Land Development Regulations Section 2.4.6(H)(5), subject to the following conditions:

- 1. That the landscape plan be revised to a scale of one inch equals ten feet;
- 2. That the center line dimension and notation of the Marine Way right-of-way be provided for on the survey, site plan, and landscape plan; and,
- 3. That the use of PVC fence material be limited to where it is not visible from an adjacent right-of-way and to utilize authentic materials (such as wood or metal) where visible from adjacent public right-of-way.

Report Prepared By: Michelle Hoyland, Historic Preservation Planner



SURVEYOR'S REPORT/LEGEND:

- CL = CENTERLINE
- WM = WATER METER
- UB = UTILITY BOX
- IR = 5/8" IRON ROD WITH CAP #LB 353
- +5.30 = ELEVATION BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929 SOURCE: FLORIDA GEOLOGICAL SURVEY BENCH MARK "B-98"
- FLOOD ZONE: X AND AE (EL. 7)
- [10] = REFERS TO ITEM NUMBER IN SCHEDULE B-1 OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT

NOTE: ALL BOUNDARY LINES AND ANGULAR DIMENSIONS ARE PLAT AND SURVEY UNLESS STATED OTHERWISE.

ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE STANDARD U.S. FOOT.

THIS SURVEY HAS ACHIEVED A MINIMUM LEVEL OF CLOSURE OF 1 FOOT IN 10,000 FEET AS REQUIRED FOR COMMERCIAL/HIGH RISK PROPERTY CLOSURE WAS ACHIEVED BASED ON A REDUNDANCY OF MEASUREMENTS FOR VERTICAL, HORIZONTAL AND ANGULAR DIMENSIONS.

NO SUBSURFACE SEARCH WAS MADE FOR UTILITIES OR UNDERGROUND FOOTERS

DESCRIPTION:

LOT 6, LESS THE NORTH 10 FEET THEREOF, AND ALL OF LOT 7, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFIED TO:

AZURE DELRAY MARINA, LLC
 MACMILLAN & STANLEY, PLLC
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 CENTENNIAL BANK, ITS SUCCESSORS AND/OR ITS ASSIGNS
 GOREN, CHEROF, DOODY & EZROL, P.A.
 LAW FIRM OF JOHN C. PRIMEAU, P.A.

TITLE NOTES:

THIS SURVEY SHOWS ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT AGENT'S FILE REFERENCE 16129, DATED NOVEMBER 23, 2016.

- [10] PARCEL SUBJECT TO DECLARATION OF UNITY OF TITLE AS RECORDED IN O.R.B. 2415, PAGE 1218.
- [17] PARCEL SUBJECT TO TERMS AND CONDITIONS OF ORDINANCE NO. 156-88 CITY OF DELRAY BEACH AS RECORDED IN O.R.B. 5920, PAGE 1998 AND RECORDED IN O.R.B. 6620, PAGE 1712.

MAP OF BOUNDARY SURVEY
 SITE ADDRESS: 116 MARINE WAY
 DELRAY BEACH, FLORIDA 33483

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Paul D. Engle
 PAUL D. ENGLE
 SURVEYOR & MAPPER #5708

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

O'BRIEN, SUITER & O'BRIEN, INC.
 LAND SURVEYORS
 CERTIFICATE OF AUTHORIZATION #LB3533
 SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. ENGLE
 955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445
 (561) 276-4501 732-3279 FAX 276-2390

DESCRIPTION PARCEL "A": (NORTH PARCEL)
 LOT 6, LESS THE NORTH 10 FEET THEREOF, AND LOT 7, LESS THE SOUTH 45 FEET THEREOF, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
 CONTAINING 5,447 SQUARE FEET MORE OR LESS.

DESCRIPTION PARCEL "B": (SOUTH PARCEL)
 THE SOUTH 45 FEET OF LOT 7, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
 CONTAINING 6,327 SQUARE FEET MORE OR LESS.

DATE OF SURVEY JAN. 10, 2017	SCALE 1" = 10'
FIELD BOOK B.15.3	ORDER NO. 17-12b
PAGE NO. 76	

REVISIONS	BY	DATE
△ 00	EBB	01-12-17
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MARINE WAY DUPLEX
 116 MARINE WAY
 DELRAY BEACH, FL

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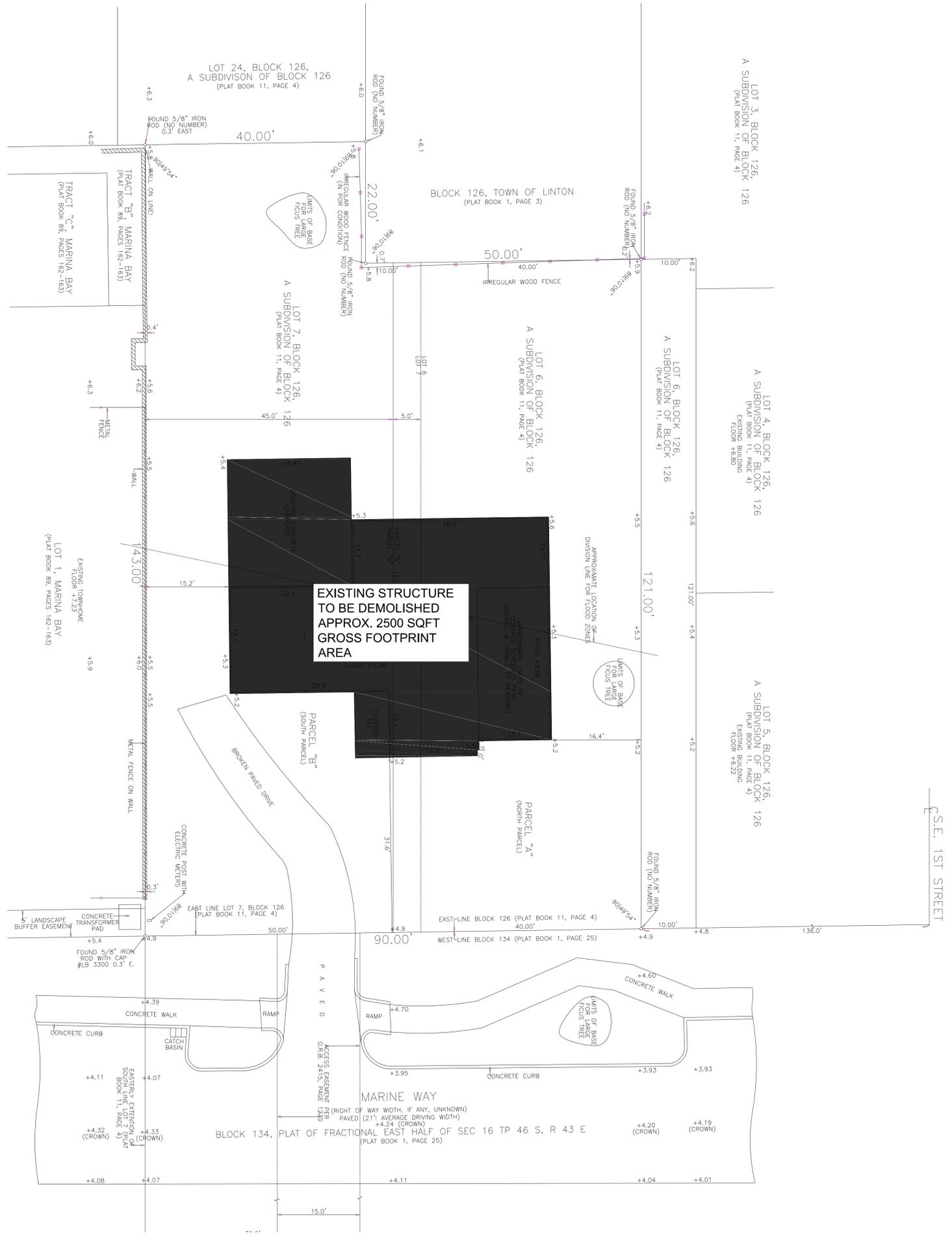
SEAL

FL-0011105 FIRM-AA003379

A100

HISTORIC PRESERVATION BOARD (2ND SUBMITTAL) 06-29-17

ALL LEGAL INSTRUMENTS (PLANS, NOTES, SPECIFICATIONS) SHALL BE FILED WITH THE HISTORIC PRESERVATION BOARD. THE BOARD SHALL REVIEW THE INSTRUMENTS AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE HISTORIC CHARACTER OF THE PROPERTY. THE BOARD SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OF THE HISTORIC CHARACTER OF THE PROPERTY. THE BOARD SHALL NOT BE RESPONSIBLE FOR THE PROTECTION OF THE HISTORIC CHARACTER OF THE PROPERTY.



DESCRIPTION PARCEL (North parcel)
 LOT 6, LESS THE NORTH 10 FEET THEREOF, AND LOT 7, LESS THE SOUTH 45 FEET THEREOF, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 162-163

DESCRIPTION PARCEL (South parcel)
 THE SOUTH 45 FEET OF LOT 7, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 162-163

CONTAINING 5,447 SQUARE FEET MORE OR LESS.

CONTAINING 6,327 SQUARE FEET MORE OR LESS.

REVISIONS	BY	DATE
1	CS	01-12-17
2	MM	05-02-17

MARINE WAY DUPLEX
116 MARINE WAY
DELRAY BEACH, FL

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A101



CONDITIONED AREA TABULATION (UNIT 1)	CONDITIONED AREA TABULATION (UNIT 2)		
A/C - 1ST FLOOR	1873 SF	A/C - 1ST FLOOR	1873 SF
A/C - 2ND FLOOR	1596 SF	A/C - 2ND FLOOR	1596 SF
FOYER-GARAGES	113 SF	FOYER-GARAGES	113 SF
	3581 SF		3581 SF

GROSS AREA TABULATION (UNIT 1)	GROSS AREA TABULATION (UNIT 2)		
2 CAR STORAGE (EAST)	546 SF	2 CAR STORAGE (EAST)	546 SF
A/C - 1ST FLOOR	1873 SF	A/C - 1ST FLOOR	1873 SF
A/C - 2ND FLOOR	1596 SF	A/C - 2ND FLOOR	1596 SF
BACK DECK	266 SF	BACK DECK	266 SF
BALCONY	33 SF	BALCONY	33 SF
DUMPSTERS	112 SF	DUMPSTERS	112 SF
FOYER-GARAGES	113 SF	FOYER-GARAGES	113 SF
FRONT PORCH	272 SF	FRONT PORCH	272 SF
FRONT TERRACE	269 SF	FRONT TERRACE	269 SF
GARAGE (2 CAR-WEST)	562 SF	GARAGE (2 CAR-WEST)	562 SF
MASTER TERRACE	500 SF	MASTER TERRACE	500 SF
	6161 SF		6161 SF

TOTAL AREA TABULATION (UNITS 1&2)	
A/C - ALL FLOORS	7182 SF
NON A/C	5160 SF
TOTAL BUILDING	12332 SF

ZONING RM CODE COMPLIANCE		
	REQUIRED	PROPOSED
LOT SIZE	8,000 SF.	11,773 SF. (0.27 ac.)
DENSITY	6-12 UNITS/ACRE	2 UNITS
OPEN SPACES	25%	30% (3,523 SF.)
FRONT SETBACK	25 FEET MIN.	25'-0"
SIDE SETBACK	15 FEET MIN.	15'-0"
POOL SETBACK (FRONT)	25'-0" (SAME AS BUILDING)	25'-0"
REAR SETBACK	15 FEET MIN.	15'-0"
STRUCTURE HEIGHT	35 FEET MAX.	35'-0" FT.
MEAN ROOF HEIGHT		32'-3" FT.

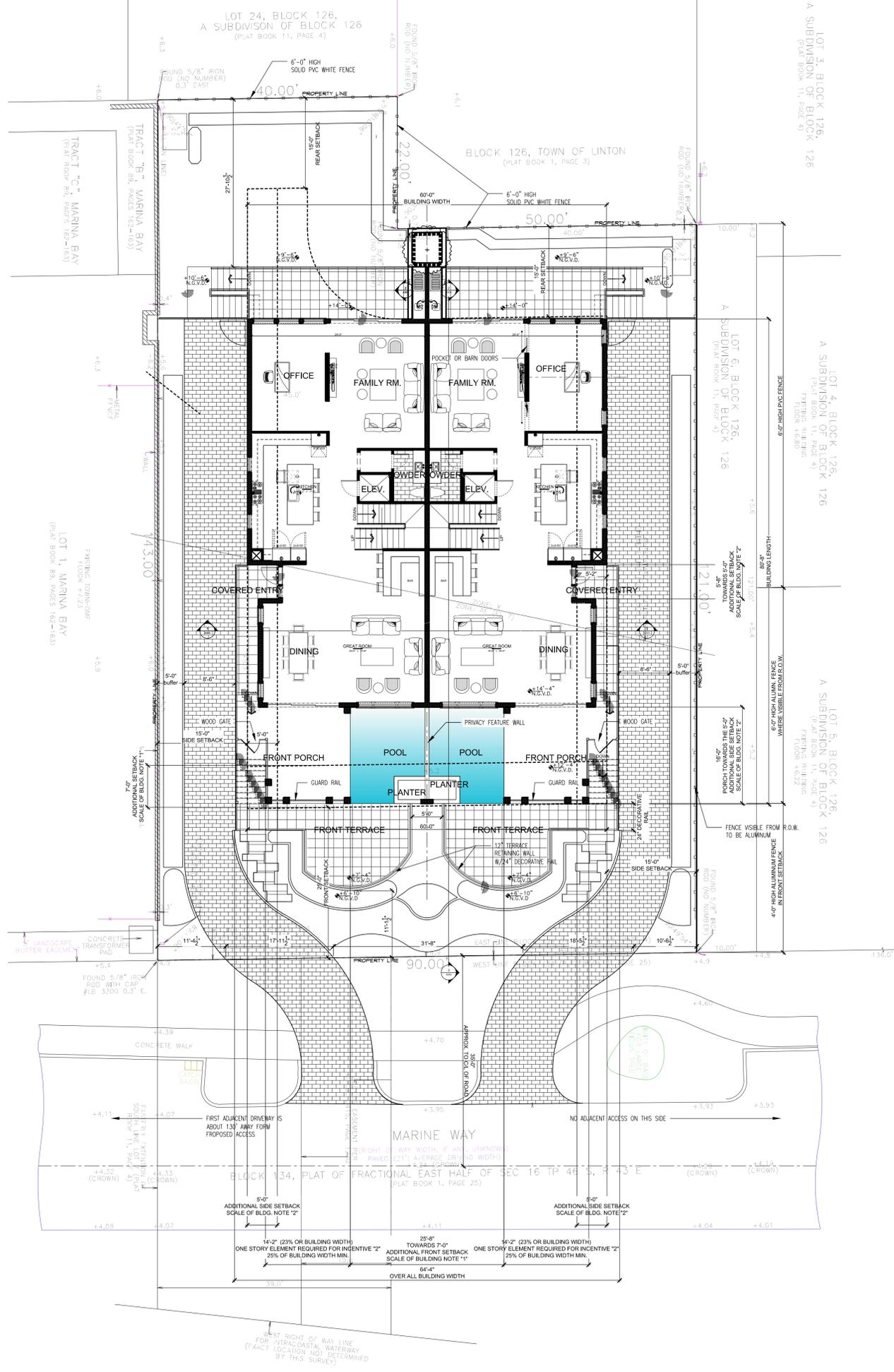
AREA BREAKDOWN CODE COMPLIANCE		
	REQUIRED	PROPOSED
LOT SIZE		11,773 SF.
TERRACES/DECKS		2,009 SF.
LOT COVERAGE (BLDG. FOOTPRINT)	40% (4,709 SF.)	35% (4,202 SF.)
DRIVEWAYS	240 SF.	190 SF. OUTSIDE PERIMETER
TOTAL IMPERVIOUS	820 SF.	
OPEN SPACES (PERVIOUS)	25% (2,943 SF.)	3,523 SF. (30%)

NOTE: SOLID WASTE DISPOSAL TO BE LOCATED WITHIN GARAGE. (SEE GARAGE LEVEL PLAN)

HISTORIC DISTRICT SCALE OF BUILDING LDR4.5.1 (E) (B)(U)

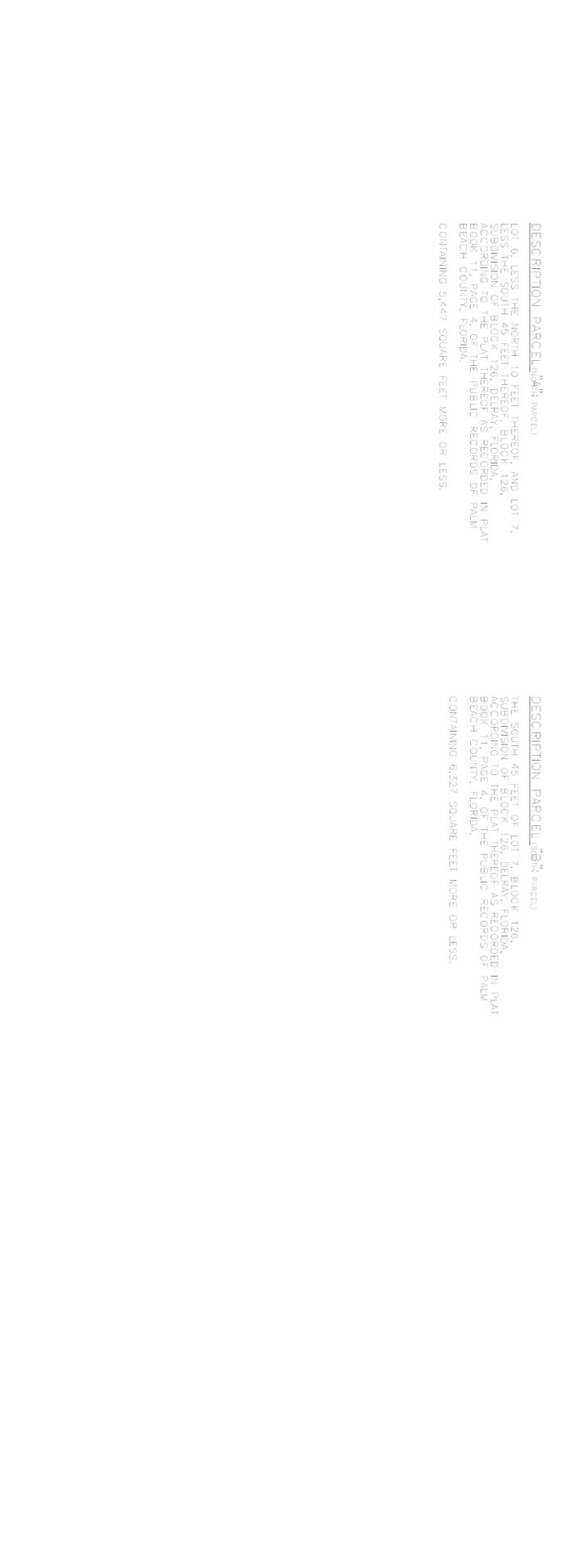
1- LOT WIDTH
REQUIRED 7' PARTIAL SETBACK = 90' X .40 = 36' - (15+15) = 6'
PROPOSED : 25'-8"

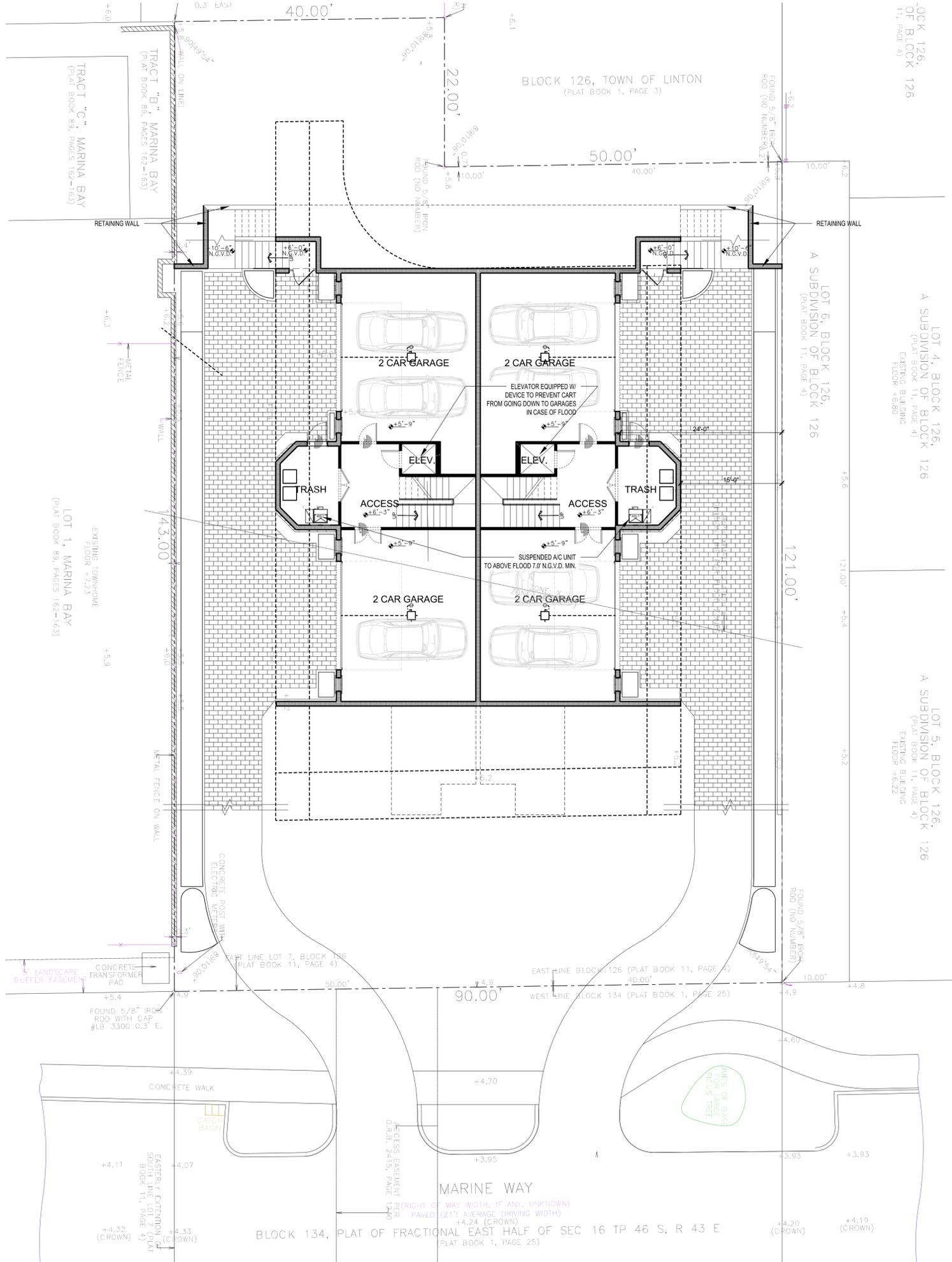
2- LOT DEPTH
REQUIRED 5' PARTIAL SETBACK = 121' X .50 = 60'-6" - (25+15) = 20'
PROPOSED = 18'-0" + 9'-0" = 27'-0"



DESCRIPTION: PARCEL (A) (Main parcel)
LOT 6, LESS THE NORTH 10 FEET THEREOF, AND LOT 7, LESS THE SOUTH 45 FEET THEREOF, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, BEING THE SOUTH 45 FEET OF THE PLAT HEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
CONTAINING 5,447 SQUARE FEET MORE OR LESS.

DESCRIPTION: PARCEL (B) (Main parcel)
THE SOUTH 45 FEET OF LOT 7, BLOCK 126, SUBDIVISION OF BLOCK 126, DELRAY, FLORIDA, BEING THE SOUTH 45 FEET OF THE PLAT HEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
CONTAINING 6,327 SQUARE FEET MORE OR LESS.

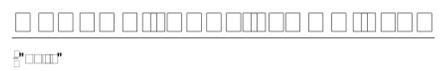




OF BLOCK 126
11, PAGE 4)

LOT 4, BLOCK 126,
A SUBDIVISION OF BLOCK 126
(PLAT BOOK 11, PAGE 4)
EXISTING BUILDING
FLOOR +6.22

LOT 5, BLOCK 126,
A SUBDIVISION OF BLOCK 126
(PLAT BOOK 11, PAGE 4)
EXISTING BUILDING
FLOOR +6.22



HISTORIC PRESERVATION BOARD (2ND SUBMITTAL) 06-29-17

REVISIONS	BY	DATE
1	MM	01-12-17
2	MM	05-02-17

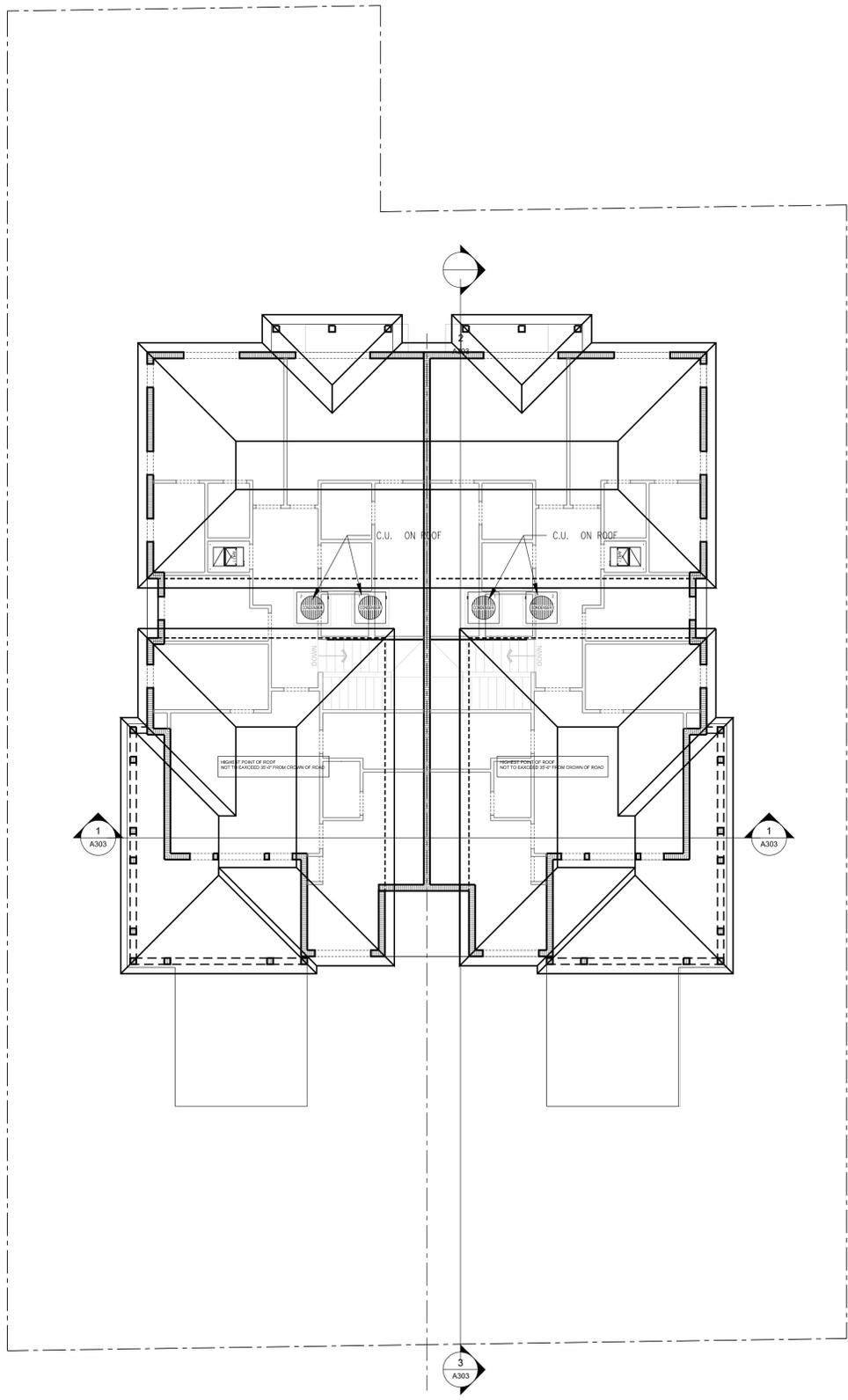
MARINE WAY DUPLEX
116 MARINE WAY
DELRAY BEACH, FL

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A201

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HISTORIC PRESERVATION BOARD (2ND SUBMITTAL) 06-29-17

REVISIONS	BY	DATE
1	CS	01-12-17
2	CS	05-02-17

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REVISIONS	BY	DATE
CD	CEB	04-12-17
REVISIONS	MM	05-02-17

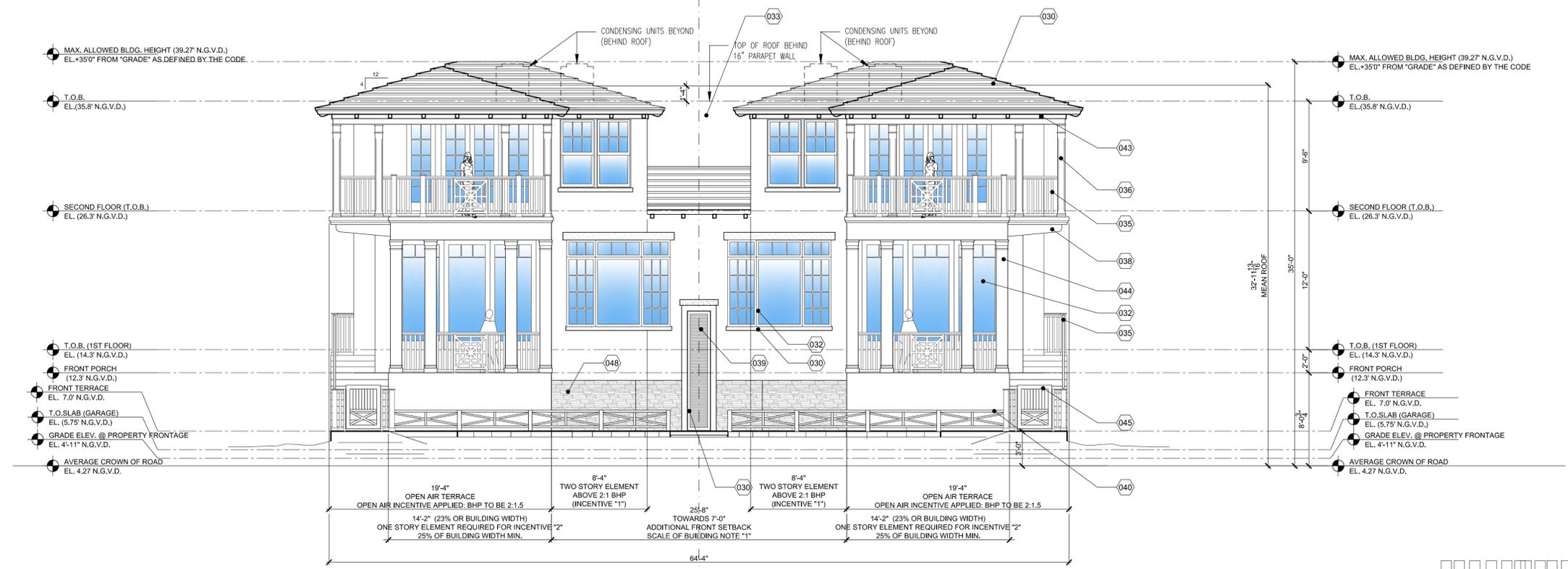
MARINE WAY DUPLEX
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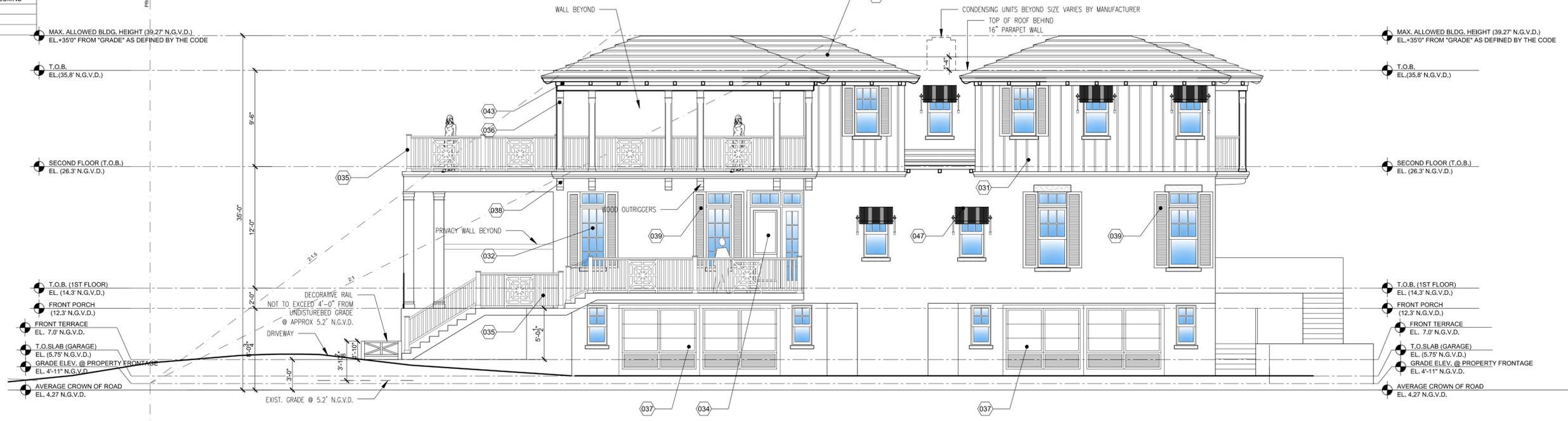
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A301



MATERIALS & PROFILES	
030	CONCRETE FLAT ROOF TILE
031	HARD-SIDING OR BEVELED STUCCO LAPBOARD
032	ALUMINUM IMPACT RATED DOORS AND WINDOWS WITH NON REFLECTIVE GLASS
033	EXTERIOR WALL W/ SMOOTH STUCCO FINISH (TYP.)
034	IMPACT RATED WOOD ENTRY DOOR
035	42" H. ALUMINUM DESIGN TO REJECT 4" DIA. SPHERE
036	AZEK COLUMNS
037	IMPACT RATED GARAGE DOORS
038	WOOD CORBELS
039	DECORATIVE LOUVERED PANELS
040	DECORATIVE RAIL
041	WALL MOUNTED LIGHT FIXTURE
042	DECORATIVE LOUVERED SHUTTERS
043	WOOD OUTRIGGERS
044	SMOOTH STUCCO FINISH COLUMNS
045	WOOD GATE
046	STUCCO SILL AND HEADER
047	CANVAS AWNING





FRONT ELEVATION

1/4"=1'-0"



SIDE ELEVATION

1/4"=1'-0"

HISTORIC PRESERVATION BOARD (2ND SUBMITTAL) 06-29-17

REVISIONS	BY	DATE
DD	LAT	01-12-17
HISTORIC COMMENTS	LAT	05-02-17

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FRONT ELEVATION

1/4"=1'-0"



SIDE ELEVATION

1/4"=1'-0"

HISTORIC PRESERVATION BOARD (2ND SUBMITTAL) 06-29-17

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DD	LAT	01-12-17
HISTORIC COMMENTS	LAT	05-02-17

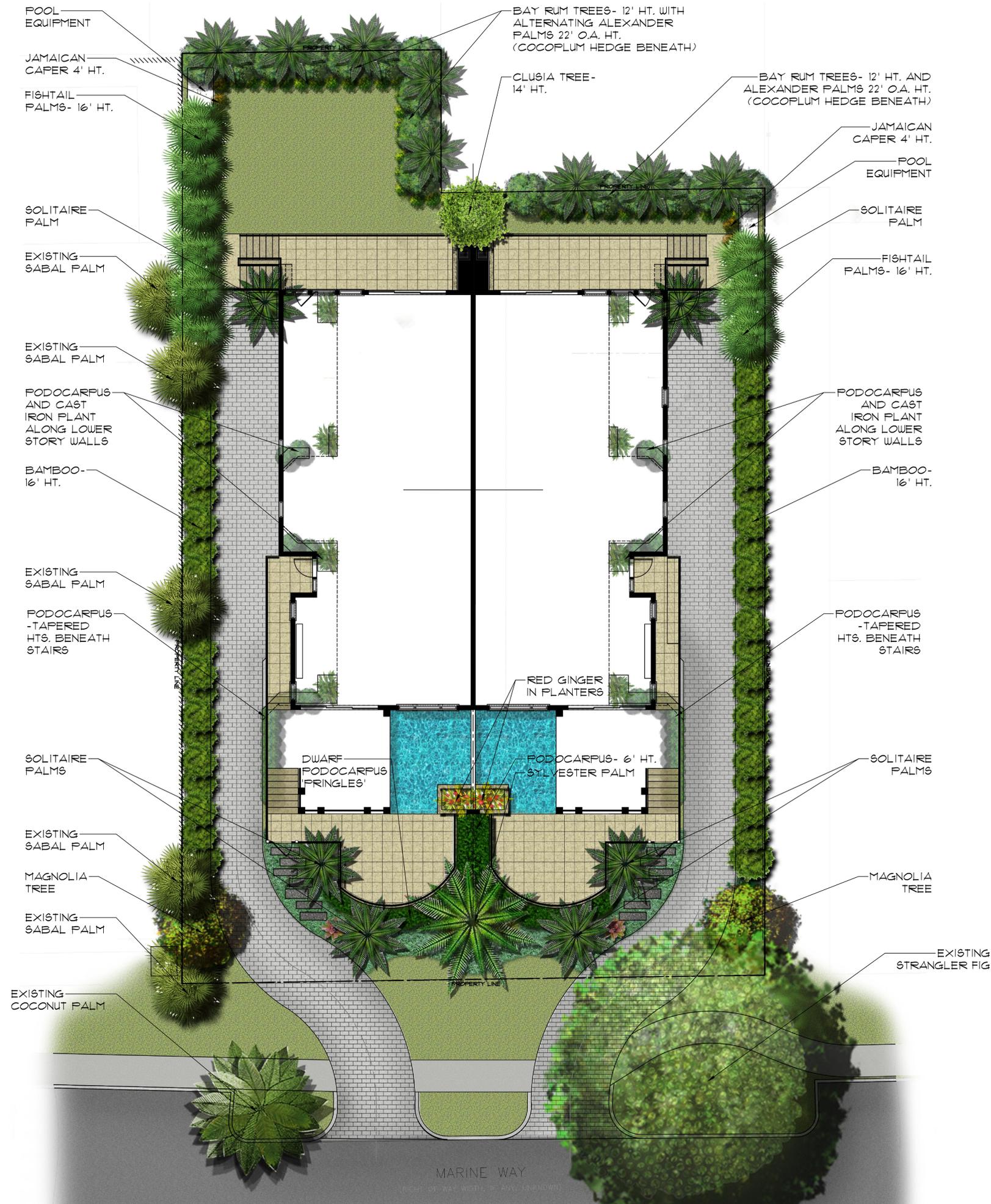
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A301



project:
116 marine way
 delray beach
 florida

dave bodker
 landscape architecture/planning inc.
 601 n. congress ave., suite 105-a
 delray beach, florida 33445
 561-276-6311

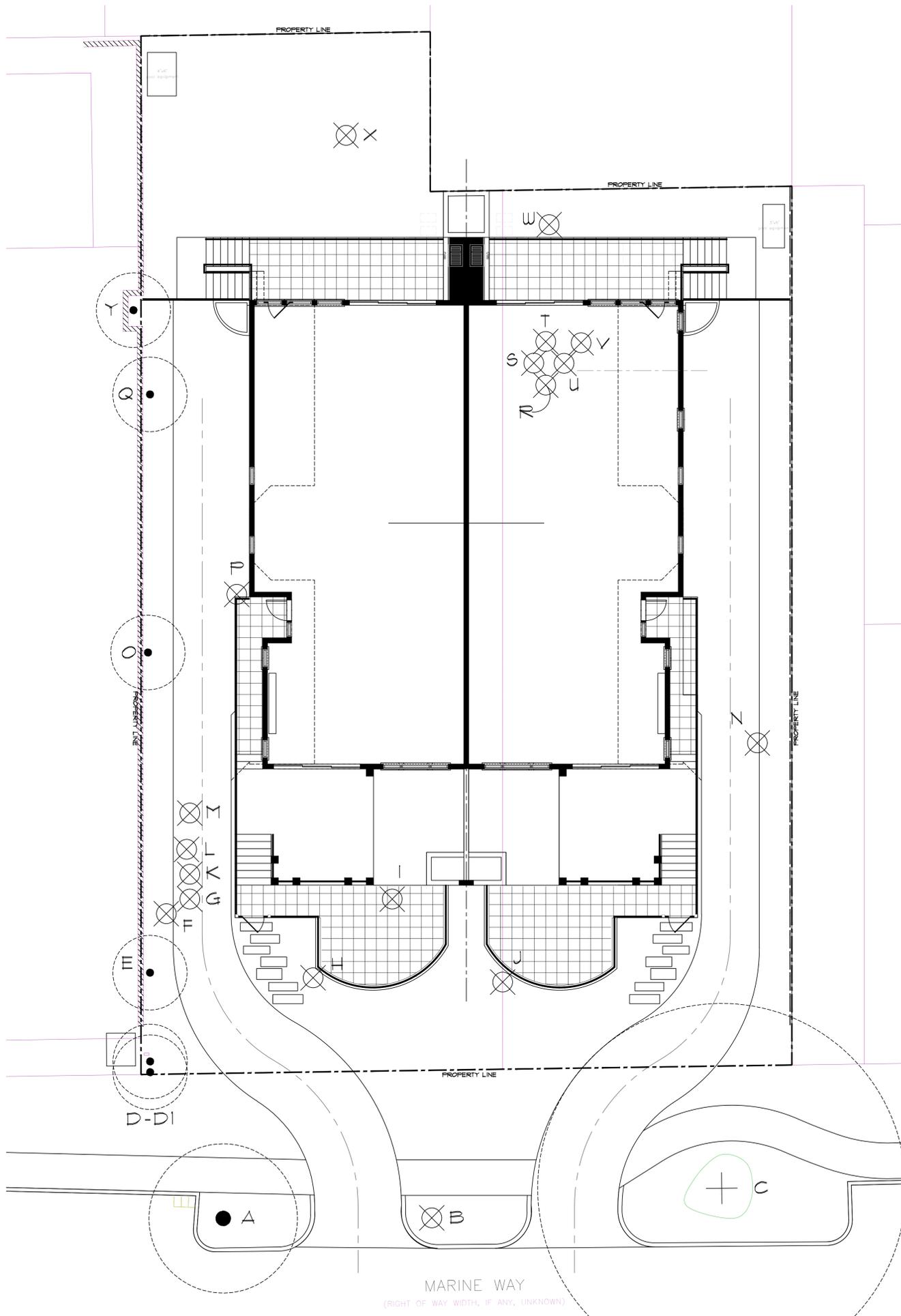
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**colored
 plan**

project number:
 1517
 date: 06-30-17
 scale: 1/8" = 1'-0"
 drawn by: jcs

revisions:
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sheet:
L-1
 1 of 1 sheets



EXISTING TREE LIST

116 Marine Way, Delray Beach, FL			3/1/2017							
SYM	COMMON NAME	BOTANICAL NAME	HEIGHT (ft)	WIDTH (ft)	CLEAR TRUNK (ft)	DBH (in)	HEALTH CONDITION %	HEALTH	OBSERVATIONS	STATUS
A	Coconut palm	<i>Cocos nucifera</i>	30	20	20	8	70%	FAIR		REMAIN
B	Sabal palm	<i>Sabal palmetto</i>	18	10	8	11	80%	GOOD		RELOCATE
C	Indian Laurel Fig	<i>Ficus microcarpa</i>	45	50		72	45%	POOR		REMAIN
D	Sabal palm	<i>Sabal palmetto</i>	14	10	8	20	80%	GOOD		REMAIN
D1	Sabal palm	<i>Sabal palmetto</i>	14	10	8	20	80%	GOOD		REMAIN
E	Sabal palm	<i>Sabal palmetto</i>	26	10	18	13	60%	FAIR		REMAIN
F	Green Buttonwood	<i>Conocarpus erectus</i>	25	25		14	50%	FAIR		REMOVE
G	Sabal palm	<i>Sabal palmetto</i>	28	10	20	9	60%	FAIR		REMOVE
H	Sabal palm	<i>Sabal palmetto</i>	22	10	14	13	60%	FAIR		REMOVE
I	Sabal palm	<i>Sabal palmetto</i>	24	10	16	14	75%	GOOD		RELOCATE
J	Sabal palm	<i>Sabal palmetto</i>	24	10	16	14	75%	GOOD		RELOCATE
K	Sabal palm	<i>Sabal palmetto</i>	26	5	22	13	40%	POOR		REMOVE
L	Sabal palm	<i>Sabal palmetto</i>	20	10	13	12	70%	GOOD		REMOVE
M	Sabal palm	<i>Sabal palmetto</i>	24	6	18	11	60%	FAIR		REMOVE
N	Strangler Fig	<i>Ficus aurea</i>	30	25		64	35%	POOR		REMOVE
O	Sabal palm	<i>Sabal palmetto</i>	20	10	11	13	60%	FAIR		REMAIN
P	Sabal palm	<i>Sabal palmetto</i>	26	10	14	14	60%	FAIR		REMOVE
Q	Sabal palm	<i>Sabal palmetto</i>	24	10	12	14	60%	FAIR		REMAIN
R	Sabal palm	<i>Sabal palmetto</i>	26	10	14	14	65%	FAIR		REMOVE
S	Sabal palm	<i>Sabal palmetto</i>	24	10	12	14	65%	FAIR		REMOVE
T	Sabal palm	<i>Sabal palmetto</i>	26	10	14	14	65%	FAIR		REMOVE
U	Sabal palm	<i>Sabal palmetto</i>	14	10	7	16	80%	GOOD		REMOVE
V	Avocado	<i>Persea americana</i>	26	28		12	55%	FAIR		REMOVE
W	Sabal palm	<i>Sabal palmetto</i>	26	10	14	13	30%	POOR		REMOVE
X	Strangler Fig	<i>Ficus aurea</i>	45	55		106	30%	POOR		REMOVE
Y	Sabal palm	<i>Sabal palmetto</i>	20	8	12	15	60%	FAIR		REMAIN

* I certify that all the statements of fact in this evaluation are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith.

Jeremy T. Chancey, FL-0762A, ISA Certified Arborist

LEGEND

- EXISTING TREES TO BE REMOVED
- EXISTING TREES TO REMAIN
- EXISTING PALMS TO REMAIN

project:
116 marine way
 delray beach
 florida

dave bodker
 landscape architecture/planning inc.

601 n. congress ave., suite 105-a
 delray beach, florida 33445
 561-276-6311

#LA0000999

sheet title:

**existing tree
 plan**

project number:
 1517

date: 03-03-17
 scale: 1/8" = 1'-0"
 drawn by: jcs

revisions:

- △ 6-30-17
- △
- △
- △
- △

sheet:



L-1

1 of 3 sheets

Applicable Documents:

A. These Specifications and the requirements hereinafter will govern this project during the installation, guarantee and maintenance period.

Scope of Work:

A. The work specified by this Section of the Specifications and on the Plans consists of all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to complete the work as shown on the Plans and in the Specifications, as well as all other related responsibilities, including all change and repairs incident thereto.

B. The work shall include, but not be limited to, furnishing material, root pruning, bare root, layout, protection to the public, excavation, backfilling, grading, fertilizing, staking and guying where required, watering, staking where required, sod installation, seeding, cleanup, maintenance and guarantee.

C. **Quantity and Location.** The Landscape Architect reserves the right to adjust the nature and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might be necessary.

D. **Investigation of Subsurface Condition.** The Contractor shall be responsible for making site subsurface investigations and examination as to or area chosen in order to become familiar with the character of the existing material and the construction conditions under which he or she will work. These subsurface investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this.

E. The Landscape Contractor shall be paid for only those units that are installed at the location of request for proposal. The contractor's unit prices shall be the basis for bid payment. The final amount of payment may or may not be accepted. Plant materials which have been rejected back from larger grades to meet certain specification requirements will be retained for 30 days after the final written acceptance.

G. The Landscape Contractor will coordinate his work with all other trades at the job site.

(2) **Palm frond tying** shall be as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants." Tying plants shall be at the option of the Contractor. The Landscape Architect may instruct the Landscape Contractor to utilize Palm fronds to accommodate an owner's "grand opening." The Contractor may retain the palm after the event. The stringing will not affect the guarantee or represent an additional cost to the owner.

(3) To reduce head volume, Palm fronds may be tapered by not more than one-third.

(4) **Palm with mechanical damage**, such as from cables, chains, equipment, and nails, shall be rejected.

11. **Chlorosis.** The allowable level of Chlorosis in foliage shall be set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

12. **Plant material shall not be accepted** when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

K. **Root pruning** of plant material, when necessary, shall be done a minimum of 4 weeks, or for a period as determined by the Landscape Architect, prior to planting at the project.

Sod:

A. **Sod shall be solid sod** and shall be standard quality grade. Sod quality grade shall be based on the standards of sod quality grades (premium, standard or commercial) as established by the Turf Grass Producers Association of Florida Inc. The sod shall be well matted with roots and of firm enough texture having a compact top growth and having roots that are well developed and untrampled. All large containers or boxes shall be fully labeled with the manufacturer's analysis.

E. **All fertilizer shall comply with the State of Florida Fertilizer law.**

I. **Removal of Plant Material:**

(1) All plant material to be removed shall be removed completely, including the roots. from the job or as directed by the Landscape Architect. The remaining hole shall be filled with suitable material or planting soil as directed by the Landscape Architect.

J. **Existing Plant Material to be Relocated:**

(1) All existing plant material to be relocated shall be root pruned a minimum of 4 weeks or for a period as determined by the Landscape Architect prior to relocation.

(2) **Rootball.** Requirements for the measurement of minimum rootball diameter and depth shall comply with the requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2," as follows:

CALIPER	MIN. BALL DIA.	MIN. BALL DEPTH
1 - 15"	15"	16"
15" - 17"	20"	16"
17" - 21"	24"	18"
21 - 23"	28"	20"
23 - 33"	36"	24"
4 - 45"	36"	28"
45 - 51"	32"	24"
51" or more	Increase in proportion	Increase in proportion for larger trees

(3) **Root pruning** shall be accomplished by digging a trench completely around the plant about 18 inches deep. All exposed roots shall be cut off smoothly.

(4) A mixture of good organic fertilizer and planting soil shall be used to refill the hole.

(5) **Plant material** which is in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large plants or trees shall have the rootball wrapped in burlap and then wire, as directed by the Landscape Architect. For wire tag wire shall be used and it shall be placed around the rootball before the plant is removed from the hole for relocation. The wire shall be looped and tensioned until the burlapped ball is substantially protected by the tightened wire nesting formed by the tag wire so as to prevent disturbance of the loose soil around the roots during handling.

Quality Assurance:

A. The Landscape Architect may inspect trees, shrubs, and groundcover either at the place of growth or at the site before planting for compliance with the requirements for name, variety, size, and quality. The Landscape Architect reserves the right to further inspect trees and shrubs for size and condition of balls and root system, measure, injure, and listen defects, and to reject unsatisfactory or defective material at any time during the progress of work. The Landscape Contractor shall remove rejected trees or shrubs within 7 days from the project site.

B. **Responsibility for Assuring Quality Work:**

(1) The Contractor's Superintendent shall speak English and will be versed in Florida plant material, planting operations, Plans and Specification Interpretation, coordination with other contracts or services in the project area and coordination between the nursery and the Landscape Contractor. The Superintendent shall be responsible for maintaining the quality of the material on the project.

(2) All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the material on the project.

(3) The Contractor will comply with applicable Federal, State, County and local requirements governing landscape materials and work.

C. Grade Standards:

(1) Plant material shall be Florida #1 or better as set forth in the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

(2) All plant material will be subject to the approval of the Landscape Architect for quality size and color. Plants are installed at the discretion of proper proportions, plants which are weak or thin, and plants injured by rootball planting in nursery may or may not be accepted. Plant material which have been rejected back from larger grades to meet certain specification requirements will be retained for 30 days after the final written acceptance.

(3) **Plant material** shall have normal, well developed branches and shall be vigorous plants, free from defects, decay, burrs, disfiguring roots, sun-scald, scale insects, abrasion of the bark, plant diseases, insect pest, eggs, larvae, and all forms of infestations or objectionable clif/germets.

Planting Soil:

A. All plant material, unless indicated otherwise, shall be installed with a planting soil composed of sandy loam (50% sand, and 50% silt) typical of the locality. The soil must be taken from ground that has never been exposed to a slight acid reaction (pH to 6.5 pH) and without an excess of calcium or carbonate. Soil shall be delivered in a loose friable condition to the owner.

Water:

A. Potable, from municipal water supplies or other sources which are approved by a public health department.

Mulch:

A. "Mulch shall be:"

(1) "Florastraw"

Fertilizer:

A. New and existing Trees and Palms: Fertilize with 8-2-2 palm fertilizer with micronutrients per manufacturer's recommendations.

B. New and existing Shrubs, and Groundcover: Fertilize with 8-2-2 palm fertilizer with micronutrients at a rate of 1/2 per 1000 SF of area.

C. Annuals: Fertilize with Osmocote - Sfera blend 14-14-14 approved grade.

D. **Competition and Quality:** All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free from clumping and shall be free of objectionable weeds and broad leaf weeds. Sod shall be fully labeled with the manufacturer's analysis.

E. All fertilizer shall comply with the State of Florida Fertilizer law.

Cleanup:

A. **Disposal of Trash:** All debris and other objectionable material created through planting operation and landscape construction shall be removed completely, on a daily basis from the job or as directed by the Landscape Architect. Any bags and materials including but not limited to plastic, wire mesh, stream silt, soil, sod, stakes, fertilizer or other debris shall be thoroughly swept.

B. **Excess Fill:** All excess fill which results from the installation of the project shall remain the property of the Owner and remain on the project at the option of the Owner. All excess fill which the Owner does not want shall be removed and disposed of from the project at no additional cost. No excess fill shall be removed or disposed of from the site until approved by the Owner or Landscape Architect. Excess fill shall be disposed of as directed.

Protection:

A. **Responsibility for Protection and Restoration of Property:** The Contractor shall be responsible for all damage or injury to person or property.

B. **Protection Against Mechanical Damage:** The Contractor's responsibility for protection against mechanical damage shall include providing protection from vehicles and providing warning signs and barricades as might be necessary and he or she shall be responsible for any damage to property which becomes damaged as a result of any negligence of the Contractor or his or her employees in complying with these Specifications.

Completion and Final Acceptance:

A. Upon written notice from the Contractor of the presumptive completion of the defined portion of the entire project, the Landscape Architect, along with other appropriate parties, will make an inspection within 48 hours after the written notice. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract Plans and Specifications, such inspection shall constitute the Final Inspection. The Contractor shall be notified in writing of final acceptance as of the date of the final inspection.

B. If, however, the inspection mentioned in paragraph A. above, discloses any work in whole or in part as being unsatisfactory, final acceptance shall not be given and the Contractor and/or Landscape Architect will give the Contractor the necessary instructions or "punch list." Upon completion of work, another inspection will be made which shall constitute the final inspection. If necessary, the work has been satisfactorily completed. In such event, the Owner or their representative will take the final acceptance and notify the Contractor in writing of the final acceptance as of the date on the final inspection.

Delivery, Handling and Storage:

A. **Delivery and Handling:**

(1) Movement of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc.

(2) Protect, during delivery to prevent damage to root ball or destination of leaves. Remove unacceptable plant material immediately from the job site. Minimize and protect units stored at the site.

(3) Transport materials on vehicles large enough to allow plants not to be crushed and damaged. Plants shall be covered to prevent wind damage during transit.

B. **Sod:**

(1) Deliver sod on pallets with root system protected from exposure to sun, wind, and frost. Sod shall be of a quantity capable of being installed within 48 hours of cutting.

Submittals 4 Approvals:

A. **Written request for approval to substitute a plant, species or a plant designation (BIB, UBIB, CG, etc.), type grade, quality, size, quantity, etc. due to the non-availability of the material specified.** Approval must be given by the Landscape Architect before the material is delivered and installed on the project. The Contractor must provide written proof that the specified plant material is unavailable.

B. **Any request for the approval of an equal shall be in writing.** Approval shall be given by the Landscape Architect before the material is delivered and installed on the project.

C. **Submit three copies of shop drawings for any special conditions not covered in the details indicated.** This shall be for approval by the Landscape Architect before they are installed on the project.

D. **If requested by the Owner or Landscape Architect submit a schedule of all specific plant material and collected plant material indicating the sources or suppliers of these materials and their locations for approval by the Landscape Architect before they are delivered and installed on the project.** Also, use color photographs of each different item, showing different side views of the item shall be submitted with the schedule. Additional color photographs shall be submitted if requested.

E. **If requested by the Owner or Landscape Architect, submit a letter indicating the sources or suppliers of all sod and the grade to be supplied for approval by the Landscape Architect before it is delivered and installed on the project.**

Staking and Guying:

A. **Staking and guying** shall be the responsibility of the Landscape Contractors. Staking and guying shall not be attached directly to the plants natural bark. Also, stakes used in staking and guying shall not be attached to the plant material with nails. Any method of staking and guying other than those indicated in the details, shall require approval from the Landscape Architect prior to their installation. Under no circumstances will approval be given to also tie planting bags to the planting of trees or plants so that the top of the grade, in order to eliminate the need or removal of staking or guying.

B. **The Contractor is responsible for performing all staking and guying in accordance with applicable codes, ordinances and codes requirements from the appropriate local jurisdiction the project is located in.**

EXECUTION

Inspection:

A. **Utilities (Above Ground and Underground):**

(1) The work area may have existing utilities, such as, but not limited to, irrigation, phone, electrical and storm sewer. The location of some of these existing utilities have been indicated on the Plans.

(2) The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first notifying the utility company or utility of the Landscape Architect. Requests for disconnection must be in writing and received by the Landscape Architect at least 72 hours prior to the time of the requested interruption.

Grades:

A. It shall be the responsibility of the Contractor to provide the final grading to the final level for planting area conforms to surrounding grades and is at the proper elevation with respect to the natural ground surface and other site conditions, unless indicated otherwise on the plans.

B. **Plant Area Next to Pavement:** All planting areas next to pavement areas, such as, but not limited to, curbs, roads, sidewalks, etc., shall be installed so that the TOP OF THE MULCH IS 1/2 INCH BELOW THE TOP OF THE PAVEMENT AREA or as indicated otherwise on the plans.

Preparation:

A. **Staking Plant Locations:** Stake or mark plant material locations prior to plant hole excavation based on information from the plans.

(b) Edge and now sod once a week.

(c) Edge and weed all shrubs, groundcover and flower beds once a week.

(d) Remove all litter once a week.

D. **Final acceptance** shall not be given until all construction provided for and contemplated by this contract is completed and found to be completed in accordance with contract Plans and Specifications.

E. **Final acceptance** shall not be official until acknowledged in writing by the Owner or their representative.

F. **The guarantee** shall not begin until the day final acceptance is given.

Certain responsibilities prior to Final Acceptance: The following is a partial list of certain responsibilities. It is not a complete list, but only a summary of certain responsibilities.

A. The Contractor is responsible for the entire project prior to written acceptance.

B. The Contractor is responsible for safety on and off the job site.

C. **Maintenance Prior to Final Acceptance:**

(1) **Maintenance** shall begin immediately after each plant is planted and continue until final acceptance.

(2) **Plant maintenance** shall include watering, mowing, edging, pruning, weeding, cultivating, repair of erosion, mulching, topdressing and replacing of dead stakes, braces, etc. replacement of sick or dead plants, replacement of sod areas which do not become established, resetting plants to proper grades or upright position, maintenance of the watering system, litter removal, and all other care needed for proper growth of the plants.

(3) **Immediately** after planting, each plant shall be watered and the watering period shall continue until final acceptance. Refer to the heading "watering" which is in Part 3 of these Specifications, for additional requirements.

(4) All plant material shall be weeded once a week, the area that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, the weeds shall be removed as directed by the Landscape Architect. If necessary, the plant material, mulch, sand and/or planting soil shall be replaced as needed to make sure that weeds or undesirable vegetation at the expense of the Contractor.

F. **If requested by the Owner or Landscape Architect, submit a sample and analysis of all planting soil (spec for approval) by the Landscape Architect before the material is delivered and installed on the project.**

H. **If requested by the Owner or Landscape Architect, submit a sample and analysis of the soil for approval by the Landscape Architect before the material is delivered and installed on the project.**

I. **Submit three copies of shop drawing for all staking and guying methods to be used if the ones indicated in these Specifications are not acceptable.** The Contractor shall submit staking and guying methods before they are implemented in the Landscape Architect will approve all shop drawings of the project.

J. **Submit in writing any hindrance to the owners routine maintenance or lack of, that may affect installed plant material's growth or survival, that would affect the guarantee of plant material.**

K. **Submit in writing any hindrance to the timely completion of the installation.**

L. **Submit and Certificate of inspection of plant material as may be required by State, local or Federal Authorities.**

Substitutions:

A. When the specific plant designation (BIB, UBIB, CG, etc.), type grade, quality, size, quantity, etc. of a material is not available, the Contractor shall submit a written request, to the Landscape Architect, for a substitution along with the material to be substituted before it has been submitted in writing and approved as a substitute by the Landscape Architect. Also, any changes, if any, to the contract amount because of an approved substitute shall be established in writing between the Owner and the Contractor before the material is substituted and delivered and installed on the project.

(1) **Not in a healthy growing condition** and thus renders it below the minimum quality indicated in the Specifications.

(2) **It is dead.**

(3) **The 3 calendar days may be extended** due to seasonal conditions, availability, preparation time such as root pruning, etc. The extended time shall be negotiated between all parties concerned, but must receive final approval by the Landscape Architect.

C. **Site, Quality, and Grade:**

(1) **Replacement plant material** shall be one of the same species, quality and grade as that of the plant to be replaced. The size of the replacement shall not necessarily be the same size as the original species and plant. At the minimum, the replacement shall be of equal size to the plant to be replaced at the time it has been determined one it must be replaced.

B. **Spacing of Groundcover 4 Shrubs:** The location of a planting bed (curb or groundcover) next to another bed, walkway, structure, etc. shall be spaced so that the plants can mature properly without growing into the other bed, walkway, structure, etc.

C. **The rootball of BIB plants** which cannot be planted immediately shall be covered with moist soil or mulch to insure protection from drying winds and sun. All plants shall be maintained as necessary until planting.

D. **Subsurface Conditions:** Some or all work areas may be completed and/or contain existing utilities such as trenchwork which may interfere with adequate vertical drainage and/or proper plant survival and growth and therefore removal of the material is part of the scope of work for the project. The Contractor shall be responsible for locating adequate drainage in these areas and shall remove the existing material as required by such means as excavating, rerouting or rerouting. If necessary, excavate to a depth beyond the required excavation depth for the plant hole in order to leave proper vertical drainage necessary for plant survival and growth.

E. **Remove undesirable existing vegetation** present on the project by use of chemicals and/or mechanical means which are acceptable with the work, the Landscape Architect shall be consulted immediately in order for a decision to be made on the retention of any such vegetation. Care shall also be used so that any final grades which have been established are not altered.

F. **Excavation of Plant Holes:**

(1) **General:**

A. Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The Landscape Architect shall have the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or other unanticipated factors which are a conflict.

b. The excavated material from the plant hole shall not be used to backfill around the plant material. Such material shall be disposed of either on the project site or off the site, as directed by the Landscape Architect.

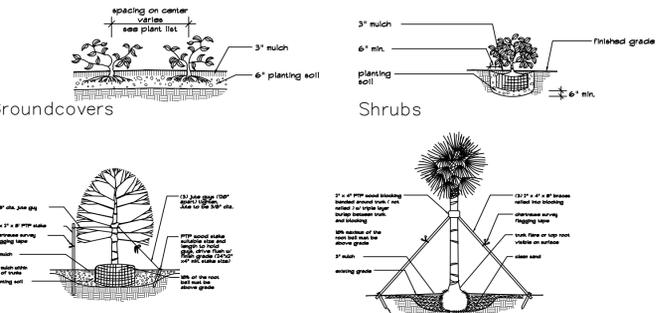
Installation:

A. **General:** The Contractor shall lay out on the ground the location for the plants and outline of areas to be planted and obtain approval of the Landscape Architect before excavation is begun. The Landscape Architect may adjust the location of specific plant materials prior to planting.

B. **Uniform application:** Apply 8-8-8 fertilizer over an area at a rate of 25 pounds per 1000 square feet.

C. **Grade the sod areas** so that the top of the sod will be at finished grade after rolling and tamping.

PLANTING DETAILS



NOTE: Stake all trees up to 2" cal. and 2" per tree. Guy all trees larger than 2" cal. All plastic nursery tape / flagging must be removed from all plants.

Trees

EXISTING TREE PROTECTION BARRIER DETAIL



Labels: Drip-line of existing tree, 6" H. steel fence post driven into ground 2" x 4" o.c., Orange plastic mesh fencing.

The Landscape Architect's on site observations or inspections shall be only for the purpose of verifying that the Plans and Specifications are being implemented properly. The Landscape Architect's on site observations or inspections are not for safety on or off the job site.

On Site Observations and Inspections:

A. The Contractor shall make requests for on site observations or inspections 48 hours in advance and they shall be in writing, if directed by the Landscape Architect.

B. If an inspection is related to completion and final acceptance, the request shall be made in writing 48 hours in advance.

C. An inspection at the growing site does not preclude the right of rejection at the project site.

D. The fact that the Landscape Architect has not made an early on site observation or inspection to discover faulty work or work not in accordance with the contract requirements shall not bar the Landscape Architect from subsequently rejecting such work at a later time.

E. The Landscape Architect's on site observations or inspections shall be only for the purpose of verifying that the Plans and Specifications are being implemented properly. The Landscape Architect's on site observations or inspections are not intended to take charge, direct, run or manage the implementation of the Plans and Specifications or take charge, organize or manage the Contractor while performing the scope of work indicated in these Specifications.

Permits and Codes:

A. The Contractor shall procure all necessary permits to accomplish all of the work.

B. The Contractor is responsible for performing all work in accordance with all applicable regulations, ordinances and code requirements from the appropriate city, county, state and/or Federal jurisdiction the project is located in.

Changes and Additional Work:

A. The Contractor shall not start any changes or additional work on the project until a written agreement setting forth the adjusted contract amount has been executed by the Owner and the Contractor. Any work performed on any changes or additional work prior to the execution of a written agreement may or may not be compensated for.

Job Site ("Project Site Etc.):

A. The words "job site," "project site," "job," "project" and "site" shall be synonymous with any other area used in these documents.

Safety On and Off the Job Site:

A. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Landscape Architect shall not be responsible for safety on or off the job site.

(2) Placing Bids:

A. Place sod with staggered joints closely butted, tamped or rolled to an even surface to the required finished grade. Avoid continuous seams along lines of water flow in gutters. Place sod in rows at right angles to slope.

B. Fertilize sod every day for a period of three weeks.

C. Fertilize sod three weeks after planting with 2 pounds of 8-8-8 formula fertilizer per 1000 square feet of lawn.

D. No sod shall be used which is not certified as being free of the reported fire ant. Before any sod is installed plants a written certification of freedom of clearance from pest control officials of either State or Federal Department of Agriculture.

(3) **Maintenance of Bids:**

A. It shall be the responsibility of the Contractor to replace any areas of sod that are not in healthy growing condition.

B. The Contractor shall completely maintain the sod until final acceptance by mowing or spraying as necessary.

D. **Planting Beds:**

(1) Spread 6 inches of topsoil mixture uniformly over the entire planting area.

(2) Spread 50% organic fertilizer at a rate of 4 pounds per 1000 square feet uniformly over the groundcover area.

(3) Roll or mix, or by other approved method, to a depth of twelve inches.

(4) Fine grade to remove all trash, rocks, and debris to finished grade.

(5) Regrade to finish grade before adding two inches mulch to top.

(6) Thoroughly water and firm the plants into the soil mixture.

E. Mow:

(1) Areas to be mowed shall have existing weeds and vegetation removed, including root systems, before applying mulch.

(2) Grasses are to be uniform. Grasses areas which are rough and uneven, fill in voids and holes with planting soil or other approved fill material.

(3) Grasses are to be uniform. Grasses areas which are rough and uneven, fill in voids and holes with planting soil or other approved fill material.

(4) In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, they shall be removed as directed by the Landscape Architect. This condition shall apply until final acceptance.

GENERAL NOTES

- ALL PLANTS TO BE FLORIDA NO. 1 OR BETTER.
- NO SUBSTITUTIONS WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT.
- ALL LANDSCAPED AREAS TO RECEIVE 100% IRRIGATION COVERAGE BY AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM EQUIPPED WITH A RAIN SENSOR.
- QUANTITIES ON PLANT MATERIALS ARE FOR CONVENIENCE ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS. UNLESS DISCREPANCIES OCCUR BETWEEN PLANT LIST AND PLANTING PLANS, THE PLANS ARE TO OVERRIDE THE PLANT LIST IN ALL CASES. NO QUANTITY IS TO BE DETERMINED BY CONTRACTOR PRIOR TO BIDDING.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES TO AVOID DAMAGE.
- CONTRACTOR IS RESPONSIBLE FOR FINISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR AND PLANTS NECESSARY FOR THE PROPER PLANTING OF ALL TREES, SHRUBS, GROUNDCOVERS, AND GRASS AS SHOWN ON LANDSCAPE ARCHITECT'S PLANTING PLANS.
- ALL GROUNDCOVER BEDS TO ADJUT PARKING, BUILDINGS, SIDEWALKS, ETC. IN A PERPENDICULAR LINE.
- ALL TREES AND PALMS TO BE STAKED AND GUYED.
- ALL PLANTED AREAS THAT ARE MULCHED WITH "FLORAPLUX", TO A DEPTH OF 3".
- ALL PLANT MATERIAL TO BE BACKFILLED WITH 50% CLEAN MUCK AND 50% SAND AND BE FERTILIZED AND PRLEABLE.
- GROUNDCOVER AND SHRUBS TO BE LAID OUT IN A UNIFORM AND CONSISTENT PATTERN.

D. **Measurement of Trees, Palms, Shrubs, and Groundcover:**

(1) **Trees, Shrubs, and Groundcover:**

a. **Rootball.** Requirements for the measurement of minimum rootball diameter and depth shall comply with the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2," as follows:

CALIPER	MIN. BALL DIA.	MIN. BALL DEPTH
1 - 15"	15"	16"
15" - 17"	20"	16"
17" - 21"	24"	18"
21 - 23"	28"	20"
23 - 33"	36"	24"
4 - 45"	36"	28"
45 - 51"	32"	24"
51" or more	Increase in proportion	Increase in proportion for larger trees

b. **Height:** The height of plant material shall be measured from final grade and continue up to where the main mass of the plant uniformly ends. The height shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.

E. **Die-Back and Leaf Drop:** plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Landscape Architect. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.

F. **Mechanical Destruction of Foliage:** Mechanical destruction of foliage resulting from root pruning shall not affect more than 10% of the total foliage prior to planting on the project. Loss of foliage caused by seasonal change will be accepted.

G. **Spanish Moss:** If Spanish Moss (Tillandsia usneoides) exists on a job site, it shall be completely removed prior to planting on the project.

H. **Palms:**

(1) Remove a minimum of fronds from the crown of the palm to facilitate wrapping and handling.

(2) The mulch shall be uniformly applied to a depth of approximately 3 inches, or other depth as indicated otherwise over all areas to be mulched. The mulch and trees and palms in sod areas and any other areas as indicated on the plans.

F. **Watering:**

(1) Initially, water the plant material to develop uniform coverage and deep water penetration to the full depth of the root zone. Avoid erosion, puddling, and washing soil away from the plants.

(2) Provide continuous watering of plant material after planting in order to achieve optimum growth conditions. The amount of water and frequency of watering shall be based on the specific needs of each plant type. The use of granular material and other environmental control is expected. This watering shall begin after the plants are installed and continue until final acceptance. All trees and palms shall be watered, only during this period. Do not rely on the irrigation system. If there is one to achieve the task, it cannot deliver the volume of water to maintain flooding areas beyond where water is needed and/or over watering other landscape material, shrubs, groundcover and sod may be saturated by using the irrigation system, even in one hand water during this period.

(3) If there is no source for water available at the project, such as a hose bib (to or fire hydrant, (a) if approved, use the fire hydrant, (b) if not approved, the Contractor shall be responsible for supplying water for watering, by such means as a water truck or tank.

G. **Pruning and Trimming:**

(1) The amount of general pruning and trimming shall be limited to the minimum necessary to be made immediately after final written acceptance. It shall be the Contractor's responsibility to remove any dead, injured limbs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning and trimming shall be done in a manner so as not to change the natural habit or shape of a plant.

(2) The Landscape Architect shall be contacted prior to performing any major pruning and trimming. The Landscape Architect may elect to be present during any pruning and trimming.

H. **Weeding:**

(1) In the event that weeds or other undesirable vegetation becomes prevalent to such an extent that they threaten plant material, they shall be removed as directed by the Landscape Architect. This condition shall apply until final acceptance.

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sheet title: #A0000999

specifications details, notes

project number: 1517
date: 03-03-17
scale: 1/8" = 1'-0"
drawn by: jcs

revisions:

sheet:

L-3