

MEMORANDUM

Agenda Item No. 8(M)(3)

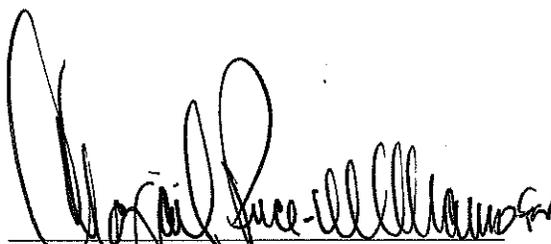
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 22, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the execution of an Interlocal Agreement between the City of Doral and Miami-Dade County for maintenance, use and operation of the pedestrian and cyclist paths within and along the Dressels, Northline and C-2 Extension Canal right-of-way in the City of Doral

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: January 22, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of an Interlocal Agreement between the City of Doral and Miami-Dade County for the Maintenance, Use and Operation of the Pedestrian and Cyclist Paths within and along the C-2 Extension, Northline and Dressels Canal Right-of-Way in Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the execution of an Interlocal Agreement (Attachment A) between the City of Doral and Miami-Dade County to establish relationships and responsibilities for the maintenance, use and operation of the pedestrian and cyclist paths within the County right-of-way along the Dressels Canal, the Northline Canal and the C-2 Extension Canal.

Scope

The City of Doral is in Commission District 12 (Commissioner Diaz).

Fiscal Impact/Funding Source

The subject item has no fiscal implications to Miami-Dade County. This item does not require expenditure of any Miami-Dade County funds.

Track Record/Monitor

Maria D. Molina, P.E., the Water Control Section Manager within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DERM), will be responsible for tasks related to this agreement.

Background

The City of Doral applied for and received multiple Class III permits from Miami-Dade County to perform canal bank stabilization within the County's canal right-of-way along the Dressels Canal from the Palmetto Expressway to the Florida Turnpike, the Northline Canal along NW 25 Street from the Palmetto Expressway to the Florida Turnpike, and the C-2 Extension Canal along NW 117 Avenue from NW 25 Street to NW 58 Street. Location diagrams are included in Attachment A.

The City of Doral's Canal Bank Stabilization Program serves to prevent erosion of canal banks while creating public access pedestrian paths for walking, bicycling and other forms of passive recreation and are further described in Exhibits A through E to the attached Interlocal Agreement.

It is the intent of the County and the City of Doral to establish relationships and responsibilities for the maintenance, use and operation of the pedestrian and cyclist paths within and along the canal right-of-way of the above canals. Pursuant to the Interlocal Agreement, the City of Doral assumes responsibility for the maintenance and operation of the pedestrian and cyclist paths.

The attached resolution authorizes the execution of the Interlocal Agreement and is recommended for approval.

Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: January 22, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(M)(3)

Veto _____

1-22-14

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY FOR MAINTENANCE, USE AND OPERATION OF THE PEDESTRIAN AND CYCLIST PATHS WITHIN AND ALONG THE DRESSELS, NORTHLINE AND C-2 EXTENSION CANAL RIGHT-OF-WAY IN THE CITY OF DORAL

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby authorizes the Mayor or Mayor’s designee to execute an Interlocal Agreement between the City of Doral and Miami-Dade County to establish relationships and responsibilities for the maintenance, use and operation of the pedestrian and cyclist paths within and along the canal right-of-way of the above mentioned canals, in substantially the form attached hereto and made part hereof; and authorizes the Mayor or Mayor’s designee to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Abbie Schwaderer-Raurell

ATTACHMENT A

INTERLOCAL AGREEMENT

CITY OF DORAL AND
MIAMI-DADE COUNTY
FOR THE MAINTENANCE, USE AND OPERATION
OF THE PEDESTRIAN AND CYCLIST PATH
WITHIN AND ALONG THE
C-2 EXTENSION, NORTHLINE AND DRESSELS CANAL RIGHT-OF-WAY
IN MIAMI-DADE COUNTY

THIS INTERLOCAL AGREEMENT (the "Agreement") is hereby entered into by and between Miami-Dade County, through its governing body, the Board of County Commissioners (the "County") and the City of Doral, through its governing body, the City of Doral Council (the "City") as follows:

WHEREAS, the City applied for and received multiple Class III permits from the County to perform work within the County's canal right-of-way to construct the Canal Bank Stabilization Programs, to create a pedestrian and cyclist path which extends from the Dressels canal from the Palmetto Expressway to the Florida Turnpike, the Northline canal along N.W. 25 Street from the Palmetto Expressway to the Florida Turnpike, and the C-2 Extension canal along N.W. 117th Avenue from N.W. 25th Street to N.W. 58th Street within and along canal right-of-way in Miami-Dade County, and

WHEREAS, the City intends to apply for an additional Class III permit from the County to perform work within the County's canal right-of-way within and along the Dressels and Northline canal right-of-way in Miami-Dade County in order to design, construct, and extend the pedestrian and cyclist path for use by the public; and

WHEREAS, it is the intent of the County and the City to establish relationships and responsibilities for the maintenance, use and operation of the pedestrian and cyclist path within and along the canal right-of-way of the above mention canals, and the provisions of this Agreement shall apply to said pedestrian and cyclist path and any expansions thereto located in the County's right-of-way,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the County and the City agree as follows:

1. The City shall continue to be bound by the conditions and site plans of the City's Class III permits for the Canal Bank Stabilization Program, which are attached as Exhibits A, B, C, D to this Agreement and incorporated herein. Conditions of Exhibits A, B, C and D shall also apply to the City's desired expansion of the pedestrian and cyclist path as indicated in the site plans attached as Exhibit E.
2. The City may have the continued use of the pedestrian and cyclist path, within the County's canal right-of-way, as indicated in the site plans of Exhibits A, B, C, D and E pursuant to the conditions of this Agreement. This use shall include pedestrian and cyclist ingress and egress over and with full authority to enter upon, use, operate and maintain the pedestrian and cyclist path.

3. The City's use, operation and maintenance of the pedestrian and cyclist path, shall not exclude the County or prevent or limit the County's canal related activities.
4. No other structures or facilities, except those authorized in the City's Class III permit attached as Exhibit A, B, C, D, and E may be placed within the County's canal right-of way unless and until the City obtains an additional Class III permit from the County for said structures or facilities.
5. The City acknowledges that the County uses this canal right-of-way for canal maintenance purposes and that the County may require the City, at the City's sole cost and expense, to remove any and all items placed within the canal right-of-way, including but not limited to infrastructure, landscaping, or facilities, if the County determines, in its sole discretion, that such removal is necessary for canal maintenance.
6. In the event that items within the County's canal right-of-way, including but not limited to infrastructure, landscaping, and facilities, are removed or damaged in connection with the County's canal related purposes and duties, the County shall not be responsible for the repair or replacement of said items. The City shall incur all costs and expenses of any such repairs and/or replacements.
7. Notwithstanding any provisions in this Agreement or the Class III permit to the contrary, the City shall not engage in any activity which interferes with the construction, alteration, maintenance, or operation of the County's canal, including but not limited to: a) the discharge of debris or aquatic weeds in the canal; (b) activities which cause erosion or shoaling within the pedestrian and cyclist path, or canal; or (c) the planting of trees or shrubs which limit or prevent County vehicles or equipment from accessing the canal.
8. The City shall be solely responsible for the construction; use, maintenance and operation of the pedestrian and cyclist path, and shall maintain the pedestrian and cyclist path, in good condition and repair, including but not limited to clearing and keeping clear from all trees, debris, undergrowth, and other obstructions that may interfere with the normal use, operation and maintenance of the pedestrian and cyclist path. If the City is not maintaining the pedestrian and cyclist path, in an acceptable manner, the County shall have the right but not the duty to maintain the pedestrian and cyclist path, after notice to the City and a reasonable time to cure, and then charge the City for the costs of said maintenance.
9. Notwithstanding any provision in this Agreement or the Class III permit to the contrary, the City does not and will never, under any circumstances, have the power to subject the interest of the County in its canal right-of-way to any mechanic's or material men's lien of any kind, nor shall any provisions of this Agreement or the Class III permit ever be construed as empowering the City to encumber the property interest that the County has in its canal right-of-way. This Agreement does not create or vest rights, compensable rights, or property rights in or to the City.

10. The County shall have the right to terminate this Agreement for canal related purposes or any other public purpose, after 120 day notice to the City. Any such termination of this Agreement shall be in writing, and no liability shall arise based on any such termination of this Agreement by the County.
11. The City assumes any and all duties to warn and/or correct any dangerous conditions which may arise in connection with the pedestrian and cyclist path, including but not limited to its location, design, construction, maintenance, signage, lighting, safety precautions or barriers.
12. The City shall defend, indemnify, and hold harmless the County and its respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the City or the City's officers, employees, agents or servants in connection with the pedestrian and cyclist path, including but not limited to its location; design; construction; maintenance; use; operation; safety measures; signage; lighting; barriers or lack thereof; any duty to warn and/or correct any dangerous conditions related to the pedestrian and cyclist path; or any other actions or omissions arising out of, relating to, or resulting from the negligent performance under this Agreement by the City or the City's officers, employees, agents, or servants. The City shall pay all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled within all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses, or causes of action that may arise as a result of the negligence of the City or the City's officers, employees, servants, agents, partners, principals, or subcontractors.
13. The County shall indemnify, and hold harmless the City and their respective officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the City and their respective officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting solely from the negligent performance under this Agreement by the County or the County's officers, employees, agents, or servants. The County shall pay all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to

the provisions of that statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled within all other claims or judgments paid by the County arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses, or causes of action that may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals, or subcontractors.

- 14. This Agreement represents the understanding and agreement in their entirety of both the City and the County. There shall be no amendments to this Agreement unless such amendments are made in writing and signed by both parties.
- 15. The effective date of this Agreement shall be the date by which it has been executed by both the City and the County.
- 16. If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement provided that the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

IN WITNESS THEREOF, the City and the County, through their duly authorized representatives hereby execute this Agreement.

CITY OF DORAL, FLORIDA
8401 NW 53RD TERRACE
Doral, Florida 33166

Authorized signature on behalf of the
City of Doral, Florida.

Attest:

Barbara Hume 11/12/13
City Clerk Date

By: Joe Carroll 11/11/13
City of Doral City Manager Date

Attest:

MIAMI-DADE COUNTY, FLORIDA

County Clerk Date

By: _____
County Mayor or Mayor's Designee Date

RECEIVED

AUG 06 2010

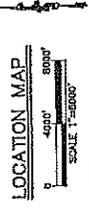
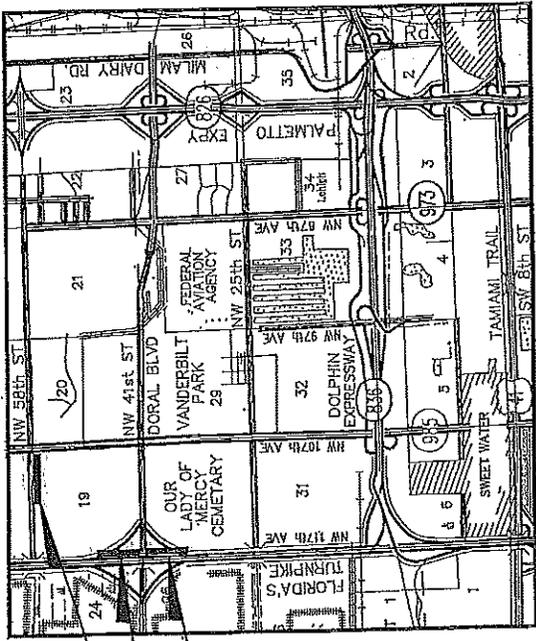
DEPT. Water Control Section
Natural Resources Section
Division (REVER)

Dade County Department of
ENVIRONMENTAL RESOURCES MANAGEMENT
Water Control Section

Handwritten: Approved
Date: 1/26/10
File No. (Case No.)
Sheet 1 of 95

CITY OF DORAL

PLANS FOR PROPOSED CANAL EMBANKMENT RESTORATION PROGRAM FISCAL YEAR 2



PREPARED FOR
CITY OF DORAL
PUBLIC WORKS DEPARTMENT
8300 NW 53rd STREET SUITE 200
DORAL, FLORIDA 33165

PREPARED BY
A.D.A. ENGINEERING, INC.
8550 NW 33rd STREET, SUITE 101
DORAL, FLORIDA 33122

DUNKELBERGER ENGINEERING & TESTING, INC.
1225 OLMAR ROAD
WEST PALM BEACH, FLORIDA 33405

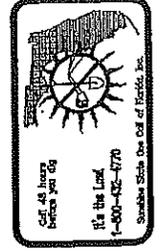
JULY 2010

INDEX OF SHEETS

SHT. No.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	LEGEND AND ABBREVIATIONS
4	SUMMARY OF QUANTITIES
5	KEY PLAN
6	SURVEY CONTROL PLAN
7-9	TYPICAL SECTIONS
10-13	C-2 EXTENSION CANAL - SOUTH PLANS
14-16	C-2 EXTENSION CANAL - NORTH PLANS
17-23	DRESSSELS/58th STREET CANAL - PLANS
24-27	C-2 EXTENSION CANAL SOUTH - CROSS SECTIONS
28-31	C-2 EXTENSION CANAL NORTH - CROSS SECTIONS
32-38	DRESSSELS/58th STREET CANAL - CROSS SECTIONS
37-44	DETAILS

NOTES:

- THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE CITY OF DORAL'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF STREETS AND HIGHWAYS, THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AS AMENDED BY THE CONTRACT DOCUMENTS.
- ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ENLARGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.



Call 48 hours before you dig
It's the Law!
1-800-432-4770
Standard Specifications for the City of Doral, Inc.

RECEIVED
JUL 12 2010
CITY OF DORAL
PUBLIC WORKS DEPARTMENT



EXHIBIT A



Department of Environmental Resources Management
Water Control Section
701 NW 1st Court, Suite 400
Miami, FL 33136-3912
305-372-6681

Class III Construction Permit Along County Canal

Permit Number: 2009-CLIII-PER-00016 Commencement Date: 09/21/2009
DERM Project Manager: Carlos Calvache Expiration Date: 09/20/2010

Permittee
City of Doral
Eric Carpenter
8300 NW 53 Street, Suite 100
Doral, FL 33166

Contractor

Bond
Bond Amount: N/A
Type of Bond: N/A
Bond Number: N/A

Engineer
Engineer: Alex Vazquez
Company: City of Doral
Phone: 305-593-6740

Application Name: Canal Bank Stabilization Program Fiscal Year 1

Folio:

Project Location: Project bounded by NW 25th Street (South), NW 58 Street (North), NW 117 Avenue (East) and NW 97 Avenue (West) in Sections 19,29,30 Twn 53 S Rge 40 E.

Project Description: Canal embankment restoration and installment of bicycle/pedestrian paths alongside the C-2 Extension and Northline Canal.

Proposed Work: Canal bank stabilization utilizing two (2) Geoweb methods, a stackable web and a mat web.

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

Special Permit Conditions

1. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen or diminish any existing canal right-of-way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary.

2. Class V Permit is required for any dewatering activity.

3. If any contamination is encountered on site during construction the contractor shall immediately cease subsurface disturbance and notify DERM by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.

4. The contractor shall take necessary measures to prevent oil, grease and debris from the operations to enter the canal. Turbidity level in the canal should be kept within acceptable limit and at any time, shall not exceed 29 NTUs within 50 feet radius of the work place.

5. Temporary signs shall be posted regarding manatees prior to and during all construction and/or dredging activities. The signs must measure at least 3 ft. by 4 ft. and warn Caution: Manatee Area. The sign will be posted in a location visible to the construction crews. A second sign should be posted if vessels are associated with the construction and/or dredging. The second sign must be placed in an area visible to the vessel operator and should at least be 8 1/2 " by 11". This sign must read Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50' of operation. Any collision with and/or injury to a manatee shall be reported immediately to the FWCC Hotline at 1-888-404-FWCC. The U.S. Fish and Wildlife Service must also be contacted at 1-561-562-3909 and the Department of Environmental Resources Management at 305-372-6575.

6. Permittee covenants that it will indemnify and save the County harmless against any and all liability, loss, cost, penalty, damage, expense, and judgment arising from injury or by damage during the term hereof to persons or property, occasioned in whole or in part by any act or omission of Permittee, or of any business associates, guests, customers, employees or agents of Permittee growing out of the use and occupancy of the Easement Area.

** Please see attached sheet for additional conditions.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

Additional Conditions

7. The installation of a bicycle/pedestrian path and Canal bank stabilization along the C-2 and Northline Canal.
8. A paved bicycle/pedestrian path is expected to attract a greater number of adults and children to walk, cycle or play near the banks of the County's canal. The health and safety of such guests is of paramount importance to the County. Therefore, the City shall emplace appropriate signage and safety measures sufficient to be protective of all users of the path and adjacent areas. Additionally, the City must prepare a document that shall hold harmless the County from all liability due to any incidents which may occur at, on, or near the path.
9. If the Miami-Dade Public Works Department is unable to perform routine maintenance of the canal or its banks, due to the proposed work, the City shall become fully responsible for this maintenance.
10. Maintenance of the bicycle/pedestrian paths and any other structures related to the proposed paths shall be the responsibility of the City.
11. Any required maintenance, repair, removal, or replacement of the Geoweb or similar structures and their appurtenances, placed on the canal ROW or easement, and any damage caused by such structures, shall be the full responsibility of the City with prior approval by the County.
12. Litter or debris removal shall continue to be responsibility of the City.
13. All applicable permits necessary to complete the proposed work must be obtained from all agencies having jurisdiction based on property ownership and location of the work.
14. Tree removals and relocation require a Tree Removal Permit and must be also be approved by the Miami-Dade County Public Works Department prior to completion of a landscaping plan or permitting procedure.
15. The proposed bicycle/pedestrian path must be located on the canal easement wherever practical and feasible to avoid placement within the canal ROW or the possibility of damage to the canal banks during the construction process.

General Permit Conditions

1. This permit shall be kept on site during all phases of construction and shall be made available to the inspector or DERM personnel upon demand during site inspection.
2. All work shall be performed in accordance with the above referenced plans and in accordance with the attached special and general conditions. If a general condition conflicts with the special condition(s) in this document, the special condition shall be the controlling condition for the work authorized by this permit.
3. This permit only authorizes the work described in pages 1 and 2 under Proposed Permitted Work. Any additional work not shown in this permit or on the approved plans shall require additional DERM Water Control Section Approval.
4. Any deviation from the approved plans for this project shall be submitted in writing to and approved by DERM Water Control Section prior to the commencement of this project. The contractor and the permittee shall take whatever remedial action necessary to bring the project into compliance with permit and approved plans upon determination by DERM that the structure or constructed elevations and/or grading is not in compliance with current standards or public policy.
5. DERM shall be notified no later than forty-eight (48) hours prior to the commencement of work authorized by this permit, unless otherwise noted by the reviewer or staff engineer. The permittee and/or contractor may notify DERM by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or by facsimile at (305) 372-6489.
6. The engineer has been retained by the permittee to provide inspections throughout the construction period and shall prepare a set of reproducible record prints of drawings showing changes made during the construction process based upon marked-up prints, drawings and other data furnished by the contractor to the engineer.
7. The Permittee shall furnish at his expense all survey information required for proper control of the work. For excavation work, this shall include cross-sections taken at 100 feet intervals at the end of each ten-day period while the work is in progress, unless otherwise specified by the Water Control Engineer. Cross sections and other as-built drawings shall be prepared in accordance with good engineering practice and certified as correct by a registered engineer.
8. Miami-Dade County shall assign its inspectors as needed to oversee the execution of the work contemplated under this Permit Agreement. The inspectors' duties and functions are purely oversight and their decisions are to be binding only in the absence of the Water Control Engineer, and shall be subject to his review. When in the judgment of the inspectors the performance of the work is not in accordance with the requirements of this permit agreement, they shall have the power to stop the work, including all related site development work, which shall not be resumed until the Water Control Engineer has rendered his decision upon the matter in dispute.
9. Any work found not in accordance with permit requirements shall be corrected before the Permittee is authorized to resume work. Delay in completion of the work, in relation to said stoppage shall be considered an acceptable reason for an extension of time.
10. Upon bona fide complaints of residents in the vicinity of the work concerning excessive noise, Miami-Dade County reserves the right to impose the requirement that no work be done on Sunday or any day between the hours of 11:00 p.m. and 7:00 a.m. except such work as is necessary for the proper care and protection of the work already performed.
11. All alterations, relocations and other incidental work including utility adjustments that may be required to carry out the purpose and intent of this Permit Agreement shall be performed at the Permittee's expense after approval by the Water Control Engineer.
12. It is agreed that the first priority in the Permittee's development program will be given to provision of

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

adequate drainage connections through the property. The Contractor shall conduct his operations in a manner that will insure that the primary purpose of drainage is served at all times. Temporary construction or blockage of channels for construction purposes will be allowed only upon express permission by the Water Control Engineer, and must be removed immediately upon his demand.

13. All engineering drawings submitted for either a Class II or Class III Permit involving construction activities in or along the banks of any surface body of water, shall show turbidity control device outlined on the permit plan set. Turbidity barriers shall be installed in-place before the commencement of work. The latter shall include both exploratory work and actual work. In order to minimize inadvertent collapse of barrier structure, barrier sheathing shall also be anchored along the bottom hem with a weighted chain-like device. At all times, the turbidity barrier device shall be maintained in a proper functional position during the entire construction phase.

14. The Permittee or Contractor shall be responsible for securing any and all permits not included within this permit, which may be required in connection with the Class II, III, or VI Permit. The issuance of this permit does not relieve the Contractor or Permittee from above responsibility.

15. This permit does not eliminate the necessity to obtain any required federal, state, local, and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 24, Miami-Dade County Code.

16. The permittee shall hold and save the Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by this permit.

17. Agencies other than the Department of Environmental Resources Management from which approval may be necessary (as checked):

- South Florida Water Management District, for any use of District Right-of-Way.
- Miami-Dade County Fire Department, for use of explosives.
- Miami-Dade County Public Works Department, Highway Division, for approval of bridge and roadway construction plans.
- Florida State Department, Highway Division, for approval of bridge construction plans.
- Florida State Department of Transportation District Office, Miami, for work within SRD Right-of-Way.
- Miami-Dade County Public Works Department, Permit Section, for construction permit to install structures (bridge, culvert, catch basin, storm drain, etc.) within canal road Right-of-Way and on-site.
- Miami-Dade County Building & Zoning Department, for permit to install on private property only, bulkheads, retaining walls, piers, docks and boat slips incidental to the principal work covered by this Permit Agreement, and for clearing, leveling, grading, excavating and filling on said property.

18. This Permit is issued for disposal of excess stormwater runoff only after that portion of the runoff containing the majority of pollutants has been fully restrained on-site, and may be rescinded if a detrimental effect is found on the receiving water body for reasons of malfunction, inadequate maintenance or other reasons. Therefore, in order to maintain this permit active, the Permittee is required to provide regular maintenance and must submit to this office, on a yearly basis, a certification that the system has been maintained and is operating efficiently.

19. In addition, the Permittee hereby agrees to allow access to the site to staff personnel of the Department of Environmental Resources Management, if so required for inspection, at any time after the completion of the job and the closing of this permit.

20. The Permittee shall be responsible to establish adequate measures and control during construction to ensure that sedimentation and/or turbidity problems shall not impact adjacent site, public right-of-ways and their drainage facilities. Said measures shall be used also to prevent siltation of the constructed drainage system during site development.

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21. Silt Screens, hay bales or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be utilized landward of the canal water body. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the canal or water body.

22. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any physical remains that could be attributed with Native American cultures, or early colonial or American settlement are encountered at any time within the project area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, contractor, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

23. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (805) 921-9904 or www.dep.state.fl.us/water/stormwater/NPDES.

24. Any construction in areas designated as manatee protection area must comply with the Standard Manatee Construction Conditions. Any collision with and /or injury to a manatee shall be reported to the Florida Fish and Wildlife Conservation Commission at 1-888-404-FWCC or the U.S. Fish and Wildlife Service at 1-561-562-3909.

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EXHIBIT B



Department of Environmental Resources Management
Natural Resources Regulation and Restoration Division
701 N.W. 1st Court, 6th Floor
Miami, FL 33136-3912
T 305-372-6567 F 305-372-6407

Class III Construction Permit Along County Canal

Permit Number: 2010-CLIII-PER-00017 Commencement Date: 12/15/2010
DERM Project Manager: Amancio N. Villamil Expiration Date: 12/14/2011

Permittee

City of Doral
Eric Carpenter
8300 NW 53rd Street
Suite 100
Doral, FL 33166

Contractor

Gonzalez & Son Equipment, Inc.
Juan I Gonzalez
9390 NW 109 Street
Medley, FL 33178

Bond

Bond Amount: N/A
Type of Bond: N/A
Bond Number: N/A

Engineer

Engineer: Alex Vazquez
Company: A.D.A. Engineering
Phone: 305-551-4608

Application Name: Canal Bank Stabilization Program Fiscal Year 2

Folio:

Project Location: C-2 Extensions South and North canals, located adjacent to the NW 117 Ave., approx. from NW 34 St. to NW 50 St., and the NW 58 St. canal, approx. from NW 112 Ave. to NW 107 Ave. Sections 19-53-40 and 30-53-40.

Project Description: Canal bank stabilization project, which includes the construction of a bicycle/pedestrian path along the embankment.

Proposed Work: Embankment reconstruction and reinforcement via two stabilization methods, the sloping canal bank stabilization and the stacked canal bank stabilization, in accordance with plans and specifications.

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

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Special Permit Conditions

1. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen, or diminish any existing canal right of way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary.
2. The contractor shall be responsible to provide temporary and permanent stormwater best management practices (BMPs) to control erosion, sedimentation, and stormwater pollution during construction.
3. The contractor shall remove all unsuitable material, within the limits of the work, prior and during the execution of any phase of the work. Any fill material to be used shall be in accordance with standard specifications, and not containing exposed steel, wood or other putrefied materials.
4. The contractor shall take necessary measures to prevent oil, grease, and debris from the operations to enter the canal. Turbidity level should be kept within acceptable limit, and it shall not exceed 29 NTUs within 50 feet radius at any time.
5. Temporary signs shall be posted regarding manatees prior to and during all the construction activities. The signs must measure at least 3'x4' and warn Caution: Manatee Area. A sign will be posted in a location visible to the construction crews. A second sign should be posted if vessels are associated with the construction. The second sign must be placed in an area visible to the vessel operator and should at least be 8 1/2"x11". This sign must read Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. All equipment must be shutdown if a manatee comes within 50' of operation. Any collision with and/or injury to a manatee shall be reported immediately to the FWCC Hotline at 1-888-404-FWCC. The U.S. Fish and Wildlife Service must also be contacted at 1-561-562-3909 and the Department of Environmental Resources Management at 305-372-6575.
6. Post-developed slope stability of the new excavated or repaired canals must be secured through adequate ground cover with proper vegetation, adequate bank slopes, selecting proper fill material, adequate compaction, grid confinement systems with geotextile layer underneath it, different types of earth retaining structures at appropriate locations, and other possible measures based on good engineering judgment.
7. Any conflict originated in any step of the project design and/or construction with the installation of new utilities or the existing ones must be solved, either by the designer or the contractor, based on the application of acceptable construction techniques and good engineering judgment.
8. The capacity to provide maintenance to the canal must not be compromised by any utility or other kind of interference along its right of way. City of Doral is finally liable for the canal maintenance.
9. The maintenance of the bicycle/pedestrian path and any other structure related to this path shall be responsibility of the City of Doral. Litter or debris removal shall continue to be responsibility of the City.
10. Class V Permit is required for any dewatering activity.
11. If any contamination is encountered on site during construction, the contractor shall immediately cease subsurface disturbance and notify DERM by calling (305)372-6955, (305) 372-6700, or (305) 372-6681.
12. The city shall execute a Hold Harmless Agreement with the County for any liability resulting from the proposed use of the canal right of way and canal maintenance easement upon approval by the Miami-Dade County.
13. It is the responsibility of the City of Doral to obtain all the applicable permits from any Miami-Dade County Department and/or other government agencies that may be required for the proposed work.
14. Submit record drawings certified by the Engineer of Record to DERM's Water Control Section within 30 days after the completion of the work.
15. See General Permit Conditions

General Permit Conditions

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1. This permit shall be kept on site during all phases of construction and shall be made available to the inspector or DERM personnel upon demand during site inspection.
2. All work shall be performed in accordance with the above referenced plans and in accordance with the attached special and general conditions. If a general condition conflicts with the special condition(s) in this document, the special condition shall be the controlling condition for the work authorized by this permit.
3. This permit only authorizes the work described in pages 1 and 2 under Proposed Permitted Work. Any additional work not shown in this permit or on the approved plans shall require additional DERM Water Control Section Approval.
4. Any deviation from the approved plans for this project shall be submitted in writing to and approved by DERM Water Control Section prior to the commencement of this project. The contractor and the permittee shall take whatever remedial action necessary to bring the project into compliance with permit and approved plans upon determination by DERM that the structure or constructed elevations and/or grading is not in compliance with current standards or public policy.
5. DERM shall be notified no later than forty-eight (48) hours prior to the commencement of work authorized by this permit, unless otherwise noted by the reviewer or staff engineer. The permittee and/or contractor may notify DERM by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or by facsimile at (305) 372-6489.
6. The engineer has been retained by the permittee to provide inspections throughout the construction period and shall prepare a set of reproducible record prints of drawings showing changes made during the construction process based upon marked-up prints, drawings and other data furnished by the contractor to the engineer.
7. The Permittee shall furnish at his expense all survey information required for proper control of the work. For excavation work, this shall include cross-sections taken at 100 foot intervals at the end of each ten-day period while the work is in progress, unless otherwise specified by the Water Control Engineer. Cross sections and other as-built drawings shall be prepared in accordance with good engineering practice and certified as correct by a registered engineer.
8. Miami-Dade County shall assign its inspectors as needed to oversee the execution of the work contemplated under this Permit Agreement. The inspectors' duties and functions are purely oversight and their decisions are to be binding only in the absence of the Water Control Engineer, and shall be subject to his review. When in the judgment of the inspectors the performance of the work is not in accordance with the requirements of this permit agreement, they shall have the power to stop the work, including all related site development work, which shall not be resumed until the Water Control Engineer has rendered his decision upon the matter in dispute.
9. Any work found not in accordance with permit requirements shall be corrected before the Permittee is authorized to resume work. Delay in completion of the work, in relation to said stoppage shall be considered an acceptable reason for an extension of time.
10. Upon bona fide complaints of residents in the vicinity of the work concerning excessive noise, Miami-Dade County reserves the right to impose the requirement that no work be done on Sunday or any day between the hours of 11:00 p.m. and 7:00 a.m. except such work as is necessary for the proper care and protection of the work already performed.
11. All alterations, relocations and other incidental work including utility adjustments that may be required to carry out the purpose and intent of this Permit Agreement shall be performed at the Permittee's expense after approval by the Water Control Engineer.
12. It is agreed that the first priority in the Permittee's development program will be given to provision of adequate drainage connections through the property. The Contractor shall conduct his operations in a manner that will insure that the primary purpose of drainage is served at all times. Temporary construction or blockage of channels for construction purposes will be allowed only upon express permission by the Water Control Engineer, and must be removed immediately upon his demand.
13. All engineering drawings submitted for either a Class II or Class III Permit involving construction activities in or along the banks of any surface body of water, shall show turbidity control device outlined on the permit plan set.

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Turbidity barriers shall be installed in-place before the commencement of work. The latter shall include both exploratory work and actual work. In order to minimize inadvertent collapse of barrier structure, barrier sheathing shall also be anchored along the bottom hem with a weighted chain-like device. At all times, the turbidity barrier device shall be maintained in a proper functional position during the entire construction phase.

14. The Permittee or Contractor shall be responsible for securing any and all permits not included within this permit, which may be required in connection with the Class II, III, or VI Permit. The issuance of this permit does not relieve the Contractor or Permittee from above responsibility.

15. This permit does not eliminate the necessity to obtain any required federal, state, local, and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 24, Miami-Dade County Code.

16. The permittee shall hold and save the Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by this permit.

17. Agencies other than the Department of Environmental Resources Management from which approval may be necessary (as checked):

- South Florida Water Management District, for any use of District Right-of-Way.
- Miami-Dade County Fire Department, for use of explosives.
- Miami-Dade County Public Works Department, Highway Division, for approval of bridge and roadway construction plans.
- Florida State Department, Highway Division, for approval of bridge construction plans.
- Florida State Department of Transportation District Office, Miami, for work within SRD Right-of-Way.
- Miami-Dade County Public Works Department, Permit Section, for construction permit to install structures (bridge, culvert, catch basin, storm drain, etc.) within canal road Right-of-Way and on-site.
- Miami-Dade County Building & Zoning Department, for permit to install on private property only, bulkheads, retaining walls, piers, docks and boat slips incidental to the principal work covered by this Permit Agreement, and for clearing, leveling, grading, excavating and filling on said property.

18. This Permit is issued for disposal of excess stormwater runoff only after that portion of the runoff containing the majority of pollutants has been fully restrained on-site, and may be rescinded if a detrimental effect is found on the receiving water body for reasons of malfunction, inadequate maintenance or other reasons. Therefore, in order to maintain this permit active, the Permittee is required to provide regular maintenance and must submit to this office, on a yearly basis, a certification that the system has been maintained and is operating efficiently.

19. In addition, the Permittee hereby agrees to allow access to the site to staff personnel of the Department of Environmental Resources Management, if so required for inspection, at any time after the completion of the job and the closing of this permit.

20. The Permittee shall be responsible to establish adequate measures and control during construction to ensure that sedimentation and/or turbidity problems shall not impact adjacent site, public right-of-ways and their drainage facilities. Said measures shall be used also to prevent siltation of the constructed drainage system during site development.

21. Silt Screens, hay bales or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be utilized landward of the canal water body. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the canal or water body.

22. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any physical remains that could be attributed with Native American cultures, or early colonial or American settlement are encountered at any time within the project area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, contractor, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical

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Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

23. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (805) 921-9904 or www.dep.state.fl.us/water/stormwater/NPDES.

24. Any construction in areas designated as manatee protection area must comply with the Standard Manatee Construction Conditions. Any collision with and /or injury to a manatee shall be reported to the Florida Fish and Wildlife Conservation Commission at 1-888-404-FWCC or the U.S. Fish and Wildlife Service at 1-561-562-3909.

25. The application for the extension of time shall be filed in the form prescribed by the Director or the Director's designee within the Director of the Department of Environmental Resources Management or the Director's designee at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time.

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Carlos A. Gimenez, Mayor

Permitting, Environment and Regulatory Affairs
Environmental Services
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

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Class III Drainage Construction Permit

Permit Number: CHIII-20110025
PERA Project Manager: MAYRA A DE TORRES

Issue Date: 11/16/2011
Expiration Date: 11/16/2012

Permittee:

City of Doral
Eric Carpenter
8300 NW 53 Street, Suite 100
Doral, FL 33166-

Contractor:

GONZALEZ AND SONS EQUIPMENT
Mr. Victor Gonzalez
9390 NW 109TH STREET
MEDLEY, FL 33178-

Professional Engineer:

AECOM
Mr. Leo Giangrande
2090 PALM BEACH LAKES BLVD., SUITE 600
WEST PALM BEACH, FL 33409-

Application Name: CANAL EMBANKMENT RESTORATION PROGRAM FISCAL 3

Project Location: ALONG NW 25 ST (NORTHLINE CANAL) BET NW 99-107 AVE. DORAL, FL 33166-

Project Description:

The project consisting in the Canal embankment restoration program for the Fiscal Year 3, proposed by the City of Doral, for the Northline Canal along NW 25 Street between NW 99 to 107 Avenue.

Specific Conditions:

1. Any required maintenance repair, removal, or replacement of the Geoweb or similar structures and their appurtenances, placed on the Canal right-of-way or easement, and any damage caused by such structures, shall be the full responsibility of the City with prior approval by PERA.
2. Construction and installation methods, used by the City, must not adversely affect the existing bank conditions and stability, the hydraulic cross-section of the existing channel, will not cause erosion or shoaling within the canal right of way, and will not interfere with maintenance or operation of County's canal.

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

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3. Construction activity shall not interfere with the drainage conveyance flow in the Northline Canal and shall remove any obstruction in the canal in the event of heavy rainfalls or large tropical storm events upon notification by this department.
4. The contractor shall remove all unsuitable material, within the limits of the work, prior to or during the execution of the work. Any fill material to be used shall be in accordance with the clean fill requirements of Chapter 24 of the Miami-Dade County Code.

General Conditions:

5. PERA shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify PERA by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
6. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by PERA staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
7. All of the plans and documents referenced on page 1 of this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by PERA.
8. This permit only authorizes the grading and drainage work summarized in page 1 of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class III permit approval.
9. This class III Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from PERA's Water Control Section, (305) 372-6681, is required for this activity.
10. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from the Department. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b), of the Code of Miami-Dade County will be returned to the applicant.
11. The permittee must allow PERA representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.
12. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If PERA determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon which the permit was issued, PERA may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.
13. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify PERA by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
14. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards

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stipulated in Section 24-42(3), of the Code of Miami-Dade County.

15. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.
16. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from PERA. At PERA's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3), of the Code of Miami-Dade County, or as specified by PERA, and the results sent directly to the PERA's engineer.
17. The permittee shall hold and save Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operations, maintenance, removal, abandonment or use of any system authorized by this permit.
18. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by PERA. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
19. Any water body affected by the construction activity should be restored to its pre-existing condition prior to the commencement of the work covered by this permit. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
20. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
21. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.
22. If any work or activity associated with this project is to take place in-water:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the

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draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

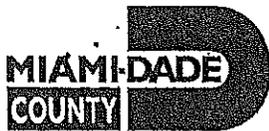
d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and PERA at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

23. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify the project manager at PERA at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
24. It is a violation of the Code to perform any work authorized pursuant to this permit if the permittee(s) sell or otherwise transfer ownership of the property unless PERA has approved an Application for Transfer. An Application for Transfer may be filed with PERA at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by PERA and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the Code within 120 days of the date of transfer of property ownership. The project must be in compliance with all the restrictions, limitations, and conditions of this permit at the time of submittal of the Application for Transfer and continuously throughout the time period during which the application is being processed.
25. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
26. If the engineer who provided certification pursuant to Section 24-48.2(I) (B) (2) or pursuant to Section 24-48.2(II) (A) (4) is discharged by the property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work

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allowed by this permit shall immediately cease and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.

- 27. Issuance of a PERA permit does not relieve the applicant from obtaining all required federal, State and local permits.
- 28. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen or diminish any existing canal right-of-way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary.
- 29. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-built certified by the engineer of record with the Department.
- 30. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>, to apply on-line.
- 31. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice of Intent (NOI), from the date of project initiation to the date of final stabilization. Please refer to DEP Document No. 62-621.3000 (4) (a): <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

THIS PERMIT AND PLANS SHALL BE KEPT ON SITE DURING ALL PHASES OF CONSTRUCTION *Delivered to customer Every Day*



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Department of Regulatory and Economic Resources
 Environmental Resources Management
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Class III Drainage Construction Permit

Permit Number: CLIII-20120006
 Project Manager: MAYRA A DE TORRES

Issue Date: 06/15/2012
 Expiration Date: 06/15/2013

Permittee:

City of Doral
 Eric Carpenter
 8300 NW 53 Street, Suite 100
 Doral, FL 33166-

Contractor:

GONZALEZ AND SONS EQUIPMENT
 Mr. Victor Gonzalez
 9390 NW 109TH STREET
 MEDLEY, FL 33178-

Professional Engineer:

AECOM
 Mr. Leo Giangrande
 2090 PALM BEACH LAKES BLVD., SUITE 600
 WEST PALM BEACH, FL 33409-

Application Name: CANAL BANK STABILIZATION PROGRAM- FISCAL YEAR III - PHASE B
 Project Location:

DRESSELS CANAL ALONG NW 58 ST. FROM NW 112-117 AVENUE DORAL, FL 33166-

Project Description:

Stabilization of eroded canal banks using the Geoweb slope protection system and construction of maintenance/pedestrian/bike shared use path along the Dressels Canal right-of-way and canal maintenance easement, from NW 117 Avenue to NW 112 Avenue. Construction of maintenance/pedestrian/bike shared used path along the Northline (NW 25 Street) Canal from NW 107 Avenue to NW 97 Avenue.

Specific Conditions:

1. Any required maintenance repair, removal, or replacement of the Geoweb or similar structures and their appurtenances, placed on the Canal right-of-way or easement, and any damage caused by such structures, shall be the full responsibility of the City with prior approval by RER.
2. Construction and installation methods, used by the City, must not adversely affect

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

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the existing bank conditions and stability, the hydraulic cross-section of the existing channel, will not cause erosion or shoaling within the canal right of way, and will not interfere with maintenance or operation of County's canal.

3. If the Miami-Dade County Public Works and Waste Management is unable to perform routine maintenance of the canal or its banks, due to the proposed work, the City shall become fully responsible for this maintenance.
4. The proposed bike path within the canal right-of-way must meet the design loading standards of the Miami-Dade County Public Works and Waste Management and be designed with HS-20 loading capacity throughout the entire length of the proposed project.
5. Construction activity shall not interfere with the drainage conveyance flow in the Dressels Dairy Canal and Northline Canal and shall remove any obstruction in the canals in the event of heavy rainfalls or large tropical storm events upon notification by this department.
6. Applicant is advised that interlocal agreement will be included as part of the permit conditions once the permit has been issued.
7. The contractor shall remove all unsuitable material, within the limits of the work, prior to or during the execution of the work. Any fill material to be used shall be in accordance with the clean fill requirements of Chapter 24 of the Miami-Dade County Code.

General Conditions:

8. PERA shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify PERA by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
9. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by PERA staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
10. All of the plans and documents referenced on page 1 of this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by PERA.
11. This permit only authorizes the grading and drainage work summarized in page 1 of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class III permit approval.
12. This class III Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from PERA's Water Control Section, (305) 372-6681, is required for this activity.
13. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from the Department. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b), of the Code of Miami-Dade County will be returned to the applicant.
14. The permittee must allow PERA representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.

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15. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If PERA determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon which the permit was issued, PERA may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.
16. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify PERA by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
17. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards stipulated in Section 24-42(3), of the Code of Miami-Dade County.
18. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.
19. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from PERA. At PERA's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3), of the Code of Miami-Dade County, or as specified by PERA, and the results sent directly to the PERA's engineer.
20. The permittee shall hold and save Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operations, maintenance, removal, abandonment or use of any system authorized by this permit.
21. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by PERA. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
22. Any water body affected by the construction activity should be restored to its pre-existing condition prior to the commencement of the work covered by this permit. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
23. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
24. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity.

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Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.

25. If any work or activity associated with this project is to take place in-water:
- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 - e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and PERA at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
 - f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.
26. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify the project manager at PERA at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
27. It is a violation of the Code to perform any work authorized pursuant to this permit if the permittee(s) sell or otherwise transfer ownership of the property unless PERA has approved an Application for Transfer. An Application for Transfer may be filed with PERA at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by PERA and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the

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Code within 120 days of the date of transfer of property ownership. The project must be in compliance with all the restrictions, limitations, and conditions of this permit at the time of submittal of the Application for Transfer and continuously throughout the time period during which the application is being processed.

28. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
29. If the engineer who provided certification pursuant to Section 24-48.2(I)(B)(2) or pursuant to Section 24-48.2(II)(A)(4) is discharged by the property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work allowed by this permit shall immediately cease and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.
30. Issuance of a PERA permit does not relieve the applicant from obtaining all required federal, State and local permits.
31. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen or diminish any existing canal right-of-way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary.
32. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-built certified by the engineer of record with the Department.
33. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>, to apply on-line.
34. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice of Intent (NOI), from the date of project initiation to the date of final stabilization. Please refer to DEP Document No. 62-621.3000 (4) (a): <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

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EXHIBIT E



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Class III Drainage Construction Permit

Permit Number: CLIII-20130004
Project Manager: MAYRA A DE TORRES

Issue Date: 07/09/2013
Expiration Date: 07/09/2015

Permittee:

CITY OF DORAL
Mr. Eric Carpenter
8401 NW 53 TERRACE
DORAL, FL 33166-

Professional Engineer:

AECOM
MR. LEO D GIANGRANDE
2090 PALM BEACH LAKES BLVD, SUITE 600
WEST PALM BEACH, FL 33409-

Application Name: CITY OF DORAL CANAL BANK RESTORATION - FISCAL YEAR 4

Project Location:

NORTHLINE CANAL ALONG NW 25 STREET BETWEEN NW 107 TO 117 AVENUE AND
THE DRESSELS CANAL BETWEEN NW 104 AVENUE AND 102 AVENUE AND ALONG NW 97
AVE FROM NW 49 TERR TO NW 41 ST. DORAL, FL 33174-

Project Description:

This permit is for the stabilization of portions of eroded canal banks and construction
10-foot wide bicycle and pedestrian path along the Northline Canal and Dressels Canal .
Stabilization will occur on Dressels Canal between NW 104 Avenue and 102 Avenue and along
NW 97 Ave from NW 49 Terr to NW 41 St and for the Northline Canal, stabilization will
occur along NW 25 Street between NW 107 to 117 Avenue.

Specific Conditions:

- 1. Any required maintenance repair, removal, or replacement of the Geoweb or similar
structures and their appurtenances, placed on the Canal right-of-way or easement, and
any damage caused by such structures, shall be the full responsibility of the City
with prior approval by RER.
2. Construction and installation methods, used by the City, must not adversely affect
the existing bank conditions and stability, the hydraulic cross-section of the
existing channel, will not cause erosion or shoaling within the canal right of way,
and will not interfere with maintenance or operation of County's canal.
3. If the Miami-Dade County Public Works and Waste Management is unable to perform

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APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE
WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL
CONDITIONS.

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routine maintenance of the canal or its banks, due to the proposed work, the City shall be become fully responsible for this maintenance.

4. The proposed bike path within the canal right-of-way must meet the design loading standards of the Miami-Dade County Public Works and Waste Management and be designed with HS-20 loading capacity throughout the entire length of the proposed project.
5. Construction activity shall not interfere with the drainage conveyance flow in the Dressels Dairy Canal and Northline Canal and shall remove any obstruction in the canals in the event of heavy rainfalls or large tropical storm events upon notification by this department.
6. Applicant is advised that interlocal agreement will be included as part of the permit conditions once the permit has been issued.
7. The contractor shall remove all unsuitable material, within the limits of the work, prior to or during the execution of the work. Any fill material to be used shall be in accordance with the clean fill requirements of Chapter 24 of the Miami-Dade County Code.

General Conditions:

8. The department shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify the department by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
9. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by the department staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
10. All of the plans and documents referenced on page 1 of this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by the department.
11. This permit only authorizes the grading and drainage work summarized in page 1 of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class III permit approval.
12. This class III Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from Water Control Section, (305) 372-6681, is required for this activity.
13. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from the Department. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b), of the Code of Miami-Dade County will be returned to the applicant.
14. The permittee must allow the department representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.
15. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If the department determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon

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which the permit was issued, the department may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.

16. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify the department by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
17. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards stipulated in Section 24-42(3), of the Code of Miami-Dade County.
18. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.
19. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from the department. At the department's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3), of the Code of Miami-Dade County, or as specified by the department's, and the results sent directly to the section.
20. The permittee shall hold and save Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operations, maintenance, removal, abandonment or use of any system authorized by this permit.
21. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by the department. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
22. Any water body affected by the construction activity should be restored to its pre-existing condition prior to the commencement of the work covered by this permit. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
23. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
24. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.

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25. If any work or activity associated with this project is to take place in-water:
- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
 - e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and RER at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
 - f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.
26. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify the project manager at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
27. It is a violation of the Code to perform any work authorized pursuant to this permit if the permittee(s) sell or otherwise transfer ownership of the property unless the department has approved an Application for Transfer. An Application for Transfer may be filed with the department at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by the department and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the Code within 120 days of the date of transfer of property ownership. The project must be in compliance with all the restrictions, limitations, and conditions of this permit at the time of submittal of the Application for

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Transfer and continuously throughout the time period during which the application is being processed.

28. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
29. If the engineer who provided certification pursuant to Section 24-48.2(I) (B) (2) or pursuant to Section 24-48.2(II) (A) (4) is discharged by the property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work allowed by this permit shall immediately cease and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.
30. Issuance of this permit does not relieve the applicant from obtaining all required federal, State and local permits.
31. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen or diminish any existing canal right-of-way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary.
32. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-built certified by the engineer of record with the Department.
33. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>, to apply on-line.
34. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice of Intent (NOI), from the date of project initiation to the date of final stabilization. Please refer to DEP Document No. 62-621.3000 (4) (a): <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION