

MEMORANDUM

Agenda Item No. 8(J)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County to execute a no-fee license, Access and Indemnification Agreement (License Agreement) between the City of Miami and Miami-Dade County to construct and monitor a mangrove mitigation project at the Watson Island boat ramp area; authorizing the County Mayor to waive the rent due under a Ground Lease Agreement (Lease Agreement) between the County and Kearns Construction Company (Kearns) for the shorter of (1) the period of Kearns' Construction, through substantial completion, of a project at Bayside Market Place and (2) 12 months, all with an fiscal impact of up to \$33,712.50 in waived rental payments; authorizing the County Mayor to exercise all renewal, termination, and other rights conferred in the License Agreement and Lease Agreement; directing the County Mayor to provide a copy of the Lease Agreement to the Property Appraiser's Office within 30 days of its execution and record the Lease Agreement and further directing the Clerk of the Board to permanently store a copy of the Lease Agreement; and directing the County Mayor to appoint staff to monitor compliance and take all actions necessary to effectuate the agreements

Resolution No. R-424-21

The accompanying resolution was prepared by the Port of Miami Department and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.


Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: May 4, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving and Authorizing the Execution of a License, Access and Indemnification Agreement between the City of Miami and Miami-Dade County to Construct and Monitor a Mangrove Mitigation Project at the Watson Island Boat Ramp Area and Authorizing the County Mayor or County Mayor’s Designee to Waive up to 12 Months’ Rent under a Ground Lease between Miami-Dade County and Kearns Construction Company

Recommendation

It is recommended that the Board of County Commissioners (“Board”) adopt the accompanying Resolution approving and authorizing (1) the execution of a no-fee License, Access and Indemnification Agreement between the City of Miami (“City”) and Miami-Dade County (“County”) to construct, access, and monitor a mangrove mitigation project on certain City property located on or adjacent to Watson Island (“License Agreement”) and (2) the waiver of rent due under a Port Lease Agreement (“Lease”), for a period not to exceed one year, between Kearns Construction Company (“Kearns”) and the County for approximately 4,650 square feet of laydown area needed in connection with a City improvement project at Bayside Market Place (“Bayside”).

Scope

PortMiami is located within District 5, which is represented by Commissioner Eileen Higgins. The impact of the agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

Background

On September 19, 2019, via Resolution R-992-19, the Board approved a Preferential Berthing Rights Agreement between the County and Virgin Cruises Intermediate Limited which, among other things, authorized the development of new Cruise Terminal V. This development program included a new bulkhead and associated dredging needed for an expanded Berth H behind new Cruise Terminal V.

On September 29, 2020, the County’s Department of Regulatory and Economic Resources (“RER”) issued a Class 1 construction permit to the Seaport Department authorizing redevelopment of Berth H and requiring certain mitigation requirements in connection with the project. RER issued the subject Class 1 permit following and pursuant to authority granted by the Board on June 2, 2020. Among other mitigation requirements, the Class 1 construction permit requires offsite mitigation for unavoidable impacts to water quality. In partial fulfillment of such mitigation requirement, PortMiami is partnering with the City on a mangrove restoration mitigation project, estimated at a County cost of \$250,000, at the Watson Island Boat Ramp Area.

The License Agreement grants access and use rights to the County, its representatives, employees, consultants, and contractors to build the mangrove restoration project and to monitor and maintain the project for 5 years. After the initial 5-year monitoring period, the City will assume maintenance activities for the mangroves. Although the License Agreement imposes certain maintenance and indemnity requirements on the County, the City is not charging the County any rent or license fees for the County’s access to and use of the subject City property.

The City is also constructing bulkhead redevelopment projects of its own. The City has hired Kearns to redevelop a bulkhead at Bayside. Utilizing the authority granted to the County Mayor under Resolution No. R-777-03, the County entered into the Lease with Kearns for 4,650 square feet of lay down area at the Port, which Lease requires Kearns to pay rent in the amount of \$2,809.38 per month. Since the City is not charging the County rent or a license fee in connection with the License Agreement, the City has requested that the Port waive rent under the Lease (which would otherwise be passed onto the City by Kearns as a project cost for the Bayside project) for the approximate 8-month duration of the project. In satisfaction of one of the requirements of the proposed License Agreement with the City, it is recommended that the Board authorize the waiver of Kearns’ rent for the earlier of (1) 12 months from November 1, 2020 and (2) the duration of the construction on the City-project at Bayside through substantial completion, which is anticipated to last 8 months from November 1, 2020.

In accordance with Resolution No. 333-15, the Seaport Department has conducted a market study of rents at PortMiami was conducted by Waronker & Rosen, Inc. in Fiscal Year 2017 to determine the market rental value of land at PortMiami. This study included the land lease rates for open cargo container storage areas. Tariff square footage rates are then established based on this market analysis, subject to annual approval by this Board. For the fiscal year beginning October 1, 2020, the applicable Port Tariff open ground (water side) is \$7.25 per square foot.

Fiscal Impact/Funding Source

The requested no-fee License Agreement between City and Miami-Dade County has no direct fiscal impact costs beyond the funded mitigation project included as part of the Cruise Terminal V program in the FY 2020-21 Adopted Budget and Multi-Year Capital Plan approved by the Board on September 17, 2020. Under the authority delegated for the waiver of rent due under the Lease, the County is waiving up to \$33,712.50 in rental payments.

Track Record/Monitor

The Seaport Department staff members responsible for monitoring this Agreement are Hydi Webb, Deputy Director and Becky Hope, Chief, Planning and Property Development.

Delegated Authority

In accordance with Section 2-8.3 of the Miami-Dade County Code relating to delegation of Board authority, there are no authorities beyond those specified in the resolution, which includes the authority for the County Mayor or County Mayor’s designee to execute the aforementioned License Agreement and waive rent due under the Lease for a period not to

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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exceed the sooner of (1) 12 months from November 1, 2020 and (2) the duration of the construction of the City’s project at Bayside, through its substantial completion and to exercise all renewal, extension, termination, and other rights contained in either agreement.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)

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
- ☐ Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
5-4-21

RESOLUTION NO. R-424-21

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A NO-FEE LICENSE, ACCESS AND INDEMNIFICATION AGREEMENT (LICENSE AGREEMENT) BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY TO CONSTRUCT AND MONITOR A MANGROVE MITIGATION PROJECT AT THE WATSON ISLAND BOAT RAMP AREA; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO WAIVE THE RENT DUE UNDER A GROUND LEASE AGREEMENT (LEASE AGREEMENT) BETWEEN THE COUNTY AND KEARNS CONSTRUCTION COMPANY (KEARNS) FOR THE SHORTER OF (1) THE PERIOD OF KEARNS' CONSTRUCTION, THROUGH SUBSTANTIAL COMPLETION, OF A PROJECT AT BAYSIDE MARKET PLACE AND (2) 12 MONTHS, ALL WITH AN FISCAL IMPACT OF UP TO \$33,712.50 IN WAIVED RENTAL PAYMENTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RENEWAL, TERMINATION, AND OTHER RIGHTS CONFERRED IN THE LICENSE AGREEMENT AND LEASE AGREEMENT; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE A COPY OF THE LEASE AGREEMENT TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF ITS EXECUTION AND RECORD THE LEASE AGREEMENT AND FURTHER DIRECTING THE CLERK OF THE BOARD TO PERMANENTLY STORE A COPY OF THE LEASE AGREEMENT; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPOINT STAFF TO MONITOR COMPLIANCE AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE AGREEMENTS

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:

Section 1. Adopts the foregoing recital as true and correct and incorporates said recital as set forth herein.

Section 2. Approves and authorizes the County Mayor or County Mayor's designee to execute a no-fee License Access and Indemnification Agreement ("License Agreement") between Miami-Dade County ("County") and the City of Miami ("City") in substantially the form attached hereto as Exhibit A, allowing the County to construct, access, and monitor a mangrove mitigation project on City-owned property located at and adjacent to the Watson Island boat ramp area for the duration of the mitigation construction project plus the 5-year monitoring and maintenance post-construction period.

Section 3. Authorizes the County Mayor or County Mayor's designee to waive the rent due from Kearns Construction Company ("Kearns") to the County, under the Ground Lease ("Lease Agreement") entered by the County and Kearns under the authority granted pursuant to Resolution No. R-777-03, for the shorter period of (1) the duration of Kearns' construction project, through substantial completion, at Bayside Market Place and (2) 12 months from November 1, 2020, all with an anticipated fiscal impact of up to \$33,712.50 in waived rental payments.

Section 4. Authorizes the County Mayor or County Mayor's designee to exercise all rights contained in both the License Agreement and Lease Agreement, inclusive of rights of renewal and termination.

Section 5. Directs the County Mayor or County Mayor's designee, pursuant to County Resolution No. R-791-14, to provide a copy of the Lease Agreement and all exhibits and riders thereto to the County Appraiser within 30 days of the execution or approval thereof. The Board further directs the County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, to record the Lease Agreement in the public records and to provide a copy of such recorded

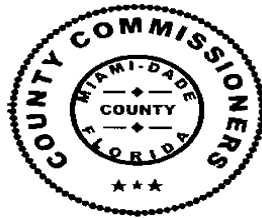
instrument to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of such instrument in accordance herewith together with this resolution.

Section 6. Directs the County Mayor or County Mayor’s designee to appoint staff to monitor compliance with the agreements approved and authorized herein and to take all actions necessary to effectuate those agreements.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	absent
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

LICENSE, ACCESS AND INDEMNIFICATION AGREEMENT

This License, Access and Indemnification Agreement (the “Agreement”), made and entered into this _____ day of _____, 2021 (the “Effective Date”), by and between the City of Miami, a municipal corporation of the State of Florida whose principal address is 3500 Pan American Drive, Miami, Florida 33133 (“City” or “Licensor”), and _____, organized under the laws of the State of _____ and qualified to transact business in Florida, whose principal address is _____ (“Licensee”), is entered into as follows:

WITNESSETH:

WHEREAS, the City is the fee simple owner of certain real property located at 1099 MacArthur Causeway, Folio No. 0132310000021, Miami, Florida, known as the Watson Island Boat Ramp Mitigation Area and certain appurtenant uplands and submerged lands, as depicted in **Exhibit “A,”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, the City has agreed to permit the Licensee to, without limitation, plant, place, install, inspect, and/or monitor mangroves, rip rap, and associated other materials at the Property, and to remove certain exotic vegetation from the Property, as required as part of an overall mitigation project (the “Activity”), as described and depicted in DEP Permit No. 0181285-014-BI (including associated concept permit drawings but without other permit attachments) attached as **Exhibit “B”** hereto and made a part hereof; and

WHEREAS, the Licensee desires to obtain from the City and the City desires to grant to the Licensee, its agents, representatives, employees, consultants, and contractors an exclusive license to use, access, and occupy the Property, including, without limitation, access rights to enter upon the Property, all for the purpose of conducting, maintaining, inspecting, and monitoring the Activity subject to the conditions and limitations hereinafter contained; and

WHEREAS, the City grants the Licensee, its agents, representatives, employees, consultants, and contractors (of all tiers) the continuous right to perform the Activity and any work associated therewith or a part thereof, including, without limitation, the removal of exotic vegetation from the Property, grading and other preparation of the Property for planting, planting of mangroves, construction of necessary improvements and installation of necessary equipment related to or used in connection with the Activity compliant with all required licenses and permits, and associated access, monitoring, and inspection rights.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein set forth, the parties hereto agree as follows:

I. PURPOSE AND RIGHT OF ACCESS AND ADVANCE NOTICE(S).

1.1 Purpose and Right to Use and Access Property.

The City grants to Licensee, its agents, representatives, employees, contractors, sub-contractors (of all tiers), invitees, customers and consultants (hereinafter collectively referred to as "Licensee"), rights to access, enter upon, and use the Property for the purpose of performing the work necessary as determined by the Licensee in connection with the Activity, subject to Licensee providing the City's Department of Real Estate and Asset Management Director (the "DREAM Director"), at 444 SW 2nd Avenue, 3rd Floor, Miami, Florida 33130, or his designee twenty-four (24) hours advance written notice of date and time access and use is required by the Licensee to commence work. This notice requirement shall not be construed to require daily notice, but it shall be sufficient that Licensee provide the reasonably anticipated timeframe (expected commencement and duration) for conducting the below described scope of work.

During the term of this Agreement, City hereby grants, declares and conveys to Licensee, a non-exclusive license to access and use the Property, including for the benefit of Licensee's and Licensee's agents', employees' and contractors' (of all tiers) ingress to and egress from the Property to and from adjacent public roads and other City facilities in, over, and upon any areas in City's other property that serves the Property, including, without limitation, for the purpose of pedestrian and/or vehicular ingress, egress, passage and/or delivery to the Property and for the purpose of the installation, construction, operation, maintenance, repair, relocation and/or removal of exotic vegetation, mangroves, rip rap, and/or other elements of the Activity or work necessary therefore.

Except as may be required for necessary maintenance, repair or replacements or as may otherwise be required by law, and provided City uses commercially reasonable efforts to minimize any impact to Licensee, City shall not close, materially alter, obstruct or utilize, or permit to be closed, materially altered, obstructed or utilized the driveways, utility lines or stormwater systems serving the Property in any manner which will materially interrupt, limit, restrict or impede Licensee's use and access to the Property. Except as may be required for necessary maintenance, repair or replacements or as may otherwise be required by law, and provided City uses commercially reasonable efforts to minimize any impact to Licensee, City shall cause the driveways, utility lines, and stormwater systems serving the Property to be, at all times, open, functioning and available for Licensee's use in connection with its use and operation of the Property and the City shall be responsible for maintaining the driveway, utility lines and stormwater systems serving the Property in good working order, with all necessary permits and approvals valid and in place at all times in a manner reasonably deemed sufficient for Licensee's use and operation on the Property.

The Licensee shall have access to and use of the Property described herein to perform the Licensee Improvements described in Section 1.2 herein, including the Activity and all required components thereof and all actions to perform same.

1.2 Licensee Improvements.

Licensee may construct, alter, remove, repair or relocate upon the Property any improvements, trees and landscaping, structures, machinery, or underground equipment or other equipment now or hereafter placed upon the Property in connection with the Activity

either (1) upon receiving written approval from the City Manager or the DREAM Director and acquiring all necessary permits or (2) as already authorized within the scope of the plans attached as Exhibit “B” hereto. Licensee agrees to maintain the Property and any such Licensee placed or erected improvements in good condition and repair, in compliance with all applicable laws at its sole cost and expense, reasonable wear and tear excepted during the duration of the construction period portion of the Term, and in addition, during the Post-construction Monitoring Period, shall monitor the mangrove plantings portion of the improvements in accordance with the terms of the permit set forth in Exhibit “B” hereto. Immediately upon completion of the Licensee Improvements, the City shall assume all maintenance obligations over same at the City’s sole cost and expense, to the extent financially feasible for the City to do so, which shall be determined by the City in its sole discretion, except with respect to the monitoring and maintenance of the Licensee-planted mangroves within the Property, which Licensee shall monitor and maintain at Licensee’s cost and expense in accordance with the requirements of the DEP Permit attached at Exhibit “B” hereto until the expiration of the Post-Construction Monitoring Period.

II. DURATION AND FEE.

2.1 Duration.

The term of this Agreement shall be from the period commencing upon the Effective Date and shall remain in effect until such time that Licensee completes construction of the Activity (the “Construction Period”) plus an additional five (5) years from completion of construction to conduct post-construction monitoring in accordance with the terms of the permit set forth in Exhibit “B” (the “Post-construction Monitoring Period”). The sum of the Construction Period plus the immediately-following five-year Post-Construction Monitoring Period shall constitute the “Term” hereof. Upon expiration or earlier termination (if authorized) of the Term, all rights and privileges derived from, and all duties and obligations created and imposed by the provisions of this Agreement, shall terminate and have no further force or effect; provided however that the expiration (or earlier termination, if authorized) of this Agreement shall not limit or affect any remedy at law or in equity that either party may have against any other party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such expiration (or earlier termination, if authorized), and such obligations intended to survive the expiration (or earlier termination, if authorized) as described herein shall remain in effect.

2.2 Fee.

This section is intentionally omitted.

2.3 Late Fee.

This section is intentionally omitted.

2.4 Manner of Payment.

This section is intentionally omitted.

III. RESTORATION OF PROPERTY.

Upon expiration of the term of this Agreement, Licensee agrees, at no cost to the City, to ensure that the Property is restored to a similar or better condition as the Property existed at the effective date of this Agreement and to repair and restore any damage to the Property caused as a result of or by the conduct of the Licensee's Activity on the Property, but excluding any damage caused or contributed to by the City or any of its employees, agents, contractors (of any tier), invitees, or guests. For avoidance of doubt, and notwithstanding the foregoing, Licensee shall have no obligation to replace or restore any exotic vegetation previously removed from the Property, nor shall Licensee have any obligation to replace any Licensee-planted mangroves that may have died or have been adversely impacted by natural or unnatural causes.

IV. MAINTENANCE OF THE PROPERTY.

For the duration of the Construction Period, Licensee, at its sole cost and expense, shall maintain and keep in good repair the area of the Property where the Activity shall commence, as depicted in **Exhibit "B."** Licensee's maintenance thereto (during the Construction Period) shall include but not be limited to maintaining the newly planted mangroves and disposing of marine debris within the mangrove-planted area, making such repairs of the Activity improvements, as may be required by conditions of the DEP Permit excluding repairs of damage to improvements caused by the acts, omissions, or misconduct of City employees, agents, contractors (of any tier), invitees, or guest. The City shall not be required to furnish any services or facilities or to make any repairs or alterations in or to any improvement associated with the Activity during the Construction Period. Licensee hereby assumes the full and sole responsibility for the condition, operation, repair, maintenance, and management of the Activity during the Construction Period. Upon expiration of this Agreement, Licensee shall surrender the Property, all attached improvements associated thereto and all items of equipment affixed thereto to the City in as good a condition as existing at the time of its initial occupancy, ordinary wear and tear excepted. Notwithstanding the foregoing, the parties acknowledge and agree that (i) Licensee has no duty to replace or restore any exotic vegetation previously removed from the Property, and (ii) Licensee shall have no obligation to replace or restore any previously planted mangroves not required to be replaced by DEP under the terms of the DEP permit, or which were harmed by the conduct of City employees, agents, contractors (of any tier), invitees, or guests, by the misconduct of third parties, or by severe weather or events of force majeure. Upon the expiration of the Construction Period and continuing thereafter, the City assumes responsibility for all maintenance of the Licensee Improvements and all completed elements of the Activity at City's sole cost and expense, including management of invasive/exotic vegetation, debris removal, and maintenance of signage (as referenced in Specific Condition 4.f of DEP Permit: 0181285-014-BI (issued to Port of Miami)), to the extent said maintenance is financially feasible for the City, which shall be determined by the City in its sole discretion, other than the duty to monitor the mangrove plantings and remove exotics during the Post-construction Monitoring Period, which duty shall be retained by Licensee until the expiration of said monitoring period, and this post-construction City maintenance obligation shall survive the expiration of the Term.

V. INSURANCE REQUIREMENTS.

Prior to Licensee, its agents, employees, representatives, contractors, sub-contractors, consultants or anyone else directly or indirectly employed by any of them entering upon the Property for the purpose of performing Licensee improvements or the Activity as defined herein, the Licensee or its authorized contractor shall obtain and maintain or cause to be obtained and maintained throughout the Term of this Agreement, the types and amounts of insurance coverages set forth in **Exhibit “C,”** attached hereto and incorporated therein by this reference, in such reasonable amounts as approved by the City of Miami’s Risk Management Administrator protecting the City, against all claims for personal injury, bodily injury, property damage, and regulatory actions by governmental agencies arising out of or related to the activities undertaken by the Licensee upon the Property and naming the City as an additional insured. The insurance required hereunder shall be effective for the Term and any other extensions or renewals thereof.

The City’s Risk Management Administrator shall review the insurance requirements upon any Licensee-requested extension or renewal of the Term and reserves the right to make reasonable changes in the types and amounts of insurance coverages at any time, as necessary and shall revise **Exhibit “C,”** accordingly as necessary. The Licensee shall be responsible for assuring that the insurance certificates required under this Agreement remain in full force and effect for the duration of this Agreement, including any extensions hereof. If insurance certificates are scheduled to expire during the term of this Agreement and any extension hereof, Licensee shall be responsible for submitting new or renewed insurance certificates to the City’s Risk Management Administrator at a minimum of ten (10) calendar days in advance of such expiration(s). In the event that expired certificates are not replaced, with new or renewed certificates which cover the Term of this Agreement and any other extension or renewal thereof:

- (i) the City may suspend this Agreement until such time as the new or renewed certificate(s) are received in acceptable form by the City’s Risk Management Administrator.

Compliance with the foregoing insurance requirements shall not relieve Licensee of its liabilities and obligations under this Agreement.

VI. INDEMNIFICATION.

Licensee shall indemnify, defend and hold harmless the City and its officials, employees, for claims (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorneys’ fees) or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the negligent performance or non-performance of the services contemplated by this Agreement (whether active or passive) of Licensee or its employees or subcontractors (collectively referred to as “Licensee”) which is directly

caused, in whole or in part, by any act, omission, default or negligence (whether active or passive or in strict liability) of the Indemnitees, or any of them, or (ii) the failure of the Licensee to comply materially with any of the requirements herein, or the failure of the Licensee to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement, but in all cases excluding claims, actions, suits, demands, losses, penalties, fines, damages, and liabilities to the extent caused, arising from, or contributed to by the acts, omissions, or misconduct of the City, its employees, agents, contractors (of all tiers), invitees or guests (the "Excluded Liabilities"). Licensee expressly agrees to indemnify, defend and hold harmless the Indemnitees, or any of them, from and against all liabilities, other than the Excluded Liabilities, which may be asserted by an employee or former employee of Licensee, or any of its subcontractors, as provided above, for which the Licensee's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Other than the Excluded Liabilities, Licensee further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, related directly to Licensee's negligent performance under this Agreement, compliance with which is left by this Agreement to Licensee, and (ii) any and all claims, and/or suits for labor and materials furnished by Licensee or utilized in the performance of this Agreement or otherwise.

In the event that any third party asserts claims against the Licensee and/or the Indemnitees for which Licensee is defending the Indemnitees relating to the services provided, Licensee shall have the right to select its legal counsel for such defense. It is understood and agreed that in the event that counsel selected by Licensee charges rates greater than those customarily paid by the City at the time that such claim is asserted, the parties shall, in good faith, attempt to agree upon such rates or upon an allocation of payment of such rates.

Licensor shall indemnify, defend and hold harmless Licensee and its officials, employees, and contractors (of all tiers) (collectively referred to as "County Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorneys' fees) or liabilities (collectively referred to as "County Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of or damage to any property arising out of, resulting from, or in connection with (i) the negligent performance or non-performance of the services contemplated by this Agreement (whether active or passive) of Licensor or its employees, contractors, or subcontractors (collectively and individually referred to as "Licensor"), which is directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive or in strict liability) of the Licensor, or any of them, or (ii) the failure of the Licensor to comply materially with any of the requirements herein, or the failure of the Licensor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement, but in all cases excluding claims, actions, suits, demands, losses, penalties, fines, damages, and liabilities to the extent caused, arising from, or contributed to by the acts, omissions, or misconduct of the Licensee, its employees, agents, contractors (of all tiers) (the "Excluded County Liabilities"). Licensor expressly agrees to indemnify, defend and hold harmless the County Indemnitees, or any of them, from and against all liabilities, other than the Excluded

County Liabilities, which may be asserted by an employee or former employee of Licensors, or any of its subcontractors, as provided above, for which the Licensors' liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Other than the Excluded County Liabilities, Licensors further agrees to indemnify, defend and hold harmless the County Indemnites from and against any and all County Liabilities imposed on or arising on account of the negligence and/or violation of any law, ordinance, order, rule, regulation, condition, or requirement hereof by Licensors or any of Licensors' employees, agents, contractors (of any tier), invitees, or guests.

In the event that any third party asserts claims against the Licensee and/or the County Indemnites for which Licensors is defending the County Indemnites hereunder, Licensee shall have the right to select its legal counsel for such defense. It is understood and agreed that in the event that counsel selected by Licensee charges rates greater than those customarily paid by the City at the time that such claim is asserted, the parties shall, in good faith, attempt to agree upon such rates or upon an allocation of payment of such rates.

This section shall be interpreted to comply with Sections 725.06 and/or 725.08, Florida Statutes. Licensee's obligations to indemnify, defend and hold harmless the Indemnites shall survive the expiration and earlier termination (if authorized hereunder) of this Agreement.

Licensee understands and agrees that any and all liabilities regarding the use of any Licensee subcontractor for purposes of constructing the Activity related to this Agreement shall be borne solely by Licensee throughout the duration of this Agreement and that this provision shall survive the expiration of this Agreement.

VII. ACKNOWLEDGMENTS; NO COST TO CITY.

The undersigned hereby acknowledges that Licensee has voluntarily requested permission from the City for the purpose of utilizing the City-owned property located at the Property. Licensee hereby further acknowledges and agrees that **none** of the costs, expenses, fees, or any other amounts to be paid for the Licensee improvements (including, but not limited to, any of the costs, expenses, fees, or any other amounts to be paid to Licensee, its agents, employees, representatives, contractors, sub-contractors, consultants or anyone else directly or indirectly employed by any of them) are to be paid by the City. Licensee further acknowledges and agrees that the Licensee improvements are being undertaken by Licensee (including, but not limited to, any and all of the work to be performed by Licensee, its agents, employees, representatives, contractors, sub-contractors, consultants or anyone else directly or indirectly employed by any of them) **at no cost to the City** and that Licensee shall be responsible for all costs, expenses, fees, and all other amounts to be paid in connection with the Licensee improvements.

VIII. AUDIT AND INSPECTION RIGHTS AND RECORDS RETENTION.

A. Licensee agrees to provide access to the City or to any of its duly authorized representatives, to any books, documents, papers, and records of Licensee which are

directly pertinent to this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the Licensee to the City under this Agreement, audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Licensee which are related to Licensee's performance under this Agreement. Licensee agrees to maintain any and all such books, documents, papers, and records at its principal place of business (other than the books and records of Licensee's contractors and subcontractors) for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed.

B. The City may, at reasonable times during the term hereof, inspect the Licensee's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods or services required to be provided by Licensee under this Agreement conform to the terms hereof. Licensee shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of Section 18-100 through 18-102 of the Code of the City of Miami, Florida as same may be amended or supplemented, from time to time, provided under no circumstances may any such tests be conducted if same would violate any condition or term of the DERM or DEP permit referenced in Exhibit "B" hereto or if such tests would harm any plantings undertaken by Licensee or its contractors in furtherance of same.

IX. PUBLIC RECORDS.

A. Licensee understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City Agreements, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Licensee's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

B. Contractor/Consultant/ Licensee shall additionally comply with Section 119.0701, Florida Statutes, including without limitation: (1) keeping and maintaining public records that ordinarily and necessarily would be required by the City to perform the service herein; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon expiration and earlier termination (if authorized hereunder) of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and, (5) provide all electronically stored public records to the City in a format compatible with the City's information technology systems.

C. Should Licensee determine to dispute any public access provision required by Florida Statutes, then Licensee shall do so at its own expense and at no cost to the City.

X. MISCELLANEOUS PROVISIONS.

A. City Approval.

Whenever an item herein is subject to approval by the City, the City Manager shall be the sole judge of the worthiness and benefit of the item for which approval is sought and shall approve or disapprove such item at his/her sole discretion, provided such discretion may not be exercised in any manner that would cause the Licensee or its mitigation contractor to violate any term or condition of the DEP or DERM permit referenced in Exhibit "B" hereto or that would unreasonably hinder performance of any work or activity required by either or both permits.

B. Modifications, Amendments, Waivers.

Any alterations, variations, modifications, or waivers of provisions of this Agreement, including, but not limited to, access to and any other uses of the Property shall only be valid when they have been reduced to writing, duly authorized by the City Manager, duly authorized by Licensee's Board of Directors, executed by the City Manager, the Department Director, approved by the City Risk Management Director and the City Attorney, and attested by the City Clerk on behalf of the City, and by the authorized signatory of the Port Director or designee on behalf of Licensee, and attached to the originals of this Agreement.

C. Assignability.

This Agreement is unique in nature and may not be assigned, transferred or sold in whole or in part by any party.

D. Notices.

All notices pursuant to this Agreement shall be in writing and sent by certified mail or delivered by personal service to the addresses for each Party appearing on page one of this Agreement and as indicated below, or as the same may be changed in writing from time to time, or via electronic mail (with a requested read receipt) to the email addresses provided below.

With copies to:

Miami-Dade Seaport Department
1015 North America Way
Suite 200
Miami, FL 33132
Attention: Becky Hope, Planning & Property Development
Email: Becky.Hope@miamidade.gov

With copies to;

Office of the County Attorney
111 NW First Street, Suite 2810
Miami, FL 33128
Attention: Steven B. Bass, Assistant County Attorney
Email: sbb2@miamidade.gov

And with copies to:

City Manager,
City of Miami, Miami Riverside Center
444 S.W. 2nd Avenue, 10th Floor
Miami, Florida 33130

Director, Department of Real Estate and Asset Management
City of Miami, Miami Riverside Center
444 S.W. 2nd Avenue, 3rd Floor
Miami, Florida 33130

City Attorney
City of Miami, Miami Riverside Center
444 S.W. 2nd Avenue, 9th Floor
Miami, Florida 33130

It is Licensee's responsibility to advise the City in writing of any changes in Licensee's contact names, addresses and/or telephone numbers. Such notice shall be deemed given on the day on which personally served, or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

E. Autonomy.

Both Parties agree that this Agreement recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting parties. It is expressly understood and intended that Licensee is only receiving access to the Property for the purposes of implementing the Licensee improvements and conducting the Activity and that Licensee is not an agent or instrumentality of the City, and that Licensee's agents, representatives, contractors, sub-contractors, consultants, and employees are not agents, representatives, contractors, sub-contractors, consultants, or employees of the City.

F. Headings, Use of Singular and Gender.

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

G. Governing Law & Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without regard to its conflicts of laws provisions. Any controversies or legal problems arising out of the terms of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida.

H. Court Costs and Attorneys' Fees.

Licensee acknowledges that Florida law provides for mutuality of attorneys' fees as a remedy in contract cases and Licensee specifically, knowingly, voluntarily, intentionally, and both parties hereto irrevocably waive their respective rights to collect attorneys' fees from each other under applicable laws, including but not limited to Section 57.105, Florida Statutes, as amended from time to time and any other State of Florida statutory provisions, as amended from time to time, as matters or claims arising from this License agreement. It is the express intent of the parties hereto that in no event will either party hereto be liable to pay the legal fees of the other party hereto under any provision hereof concerning any claims or actions arising from the terms of this License Agreement. In the event that Licensee's waiver under this section is found to be invalid, then Licensee agrees that the City's liability for Licensee's attorneys' fees and court costs shall be limited to and shall not exceed the total sum of One Hundred Dollars (\$100.00). In the event that the foregoing waiver and limitations contained herein are found to be invalid, or are otherwise not upheld, then the provisions of this Section shall become null and void and each Party shall be responsible for its own attorneys' fees and court costs.

I. Waiver of Jury Trial.

The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, claim, or counterclaim based on this Agreement, or arising out of, under, or in connection with this Agreement, any renewal(s) hereof, any amendment, extension, or modification of this Agreement, or any other agreement executed between the parties in connection with this Agreement, or any other course of conduct, course of dealing, statements (whether verbal or written), or any other actions of any party hereto. This waiver is a material inducement for the City and the Licensee to enter into this Agreement.

J. Force Majeure.

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, killer bee infestation, epidemic/pandemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

K. City not Liable for Delays.

Licensee hereby understands and agrees that in no event shall the City be liable for, or responsible to Licensee or any of Licensee's employees, representatives, contractors, sub-contractors, consultants, or agents, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control. Notwithstanding the foregoing, the City shall take no action herein or otherwise to hinder the ability of the County or its contractors from properly and timely complying with the terms, conditions, and requirements of the DERM or DEP permits referenced herein or in Exhibit "B" hereto.

L. Survival.

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination (if authorized hereunder) of this Agreement shall survive such expiration or earlier termination, as shall the obligation of the City to maintain the Property upon and following the expiration of the Construction Period.

M. Entire Agreement.

This Agreement embodies and constitutes the entire understanding between the City and the Licensee concerning the Property, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written with respect thereto are merged therein. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire Agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect. This Agreement may be modified, altered or amended only by a written amendment duly executed by all parties hereto or their authorized representatives. The City Manager is authorized to amend or modify this Agreement as needed.

N. Totality of Agreement/Severability of Provisions.

This Agreement with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Exhibit "A" The Property

Exhibit "B" **DEP Permit No. 0181285-014-BI (including associated concept permit drawings but without other permit attachments)**

Exhibit “C”**Insurance Requirements**

This constitutes the full and final agreement between the parties as to the subject matter of the agreement. This Agreement supersedes and replaces all prior or contemporaneous communications and agreements between the parties, whether oral or otherwise, as to its subject matter. No other contract, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

[Signatures on following page]

IN WITNESS WHEREOF, the City and Licensee have caused this Agreement to be executed as of the date Effective Date set forth above.

WITNESSES:

LICENSEE:

By: _____
Print Name: _____

By: _____
Its: _____

By: _____
Print Name: _____

CITY OF MIAMI,
A FLORIDA MUNICIPAL CORPORATION

ATTEST: _____
TODD B. HANNON
CITY CLERK

BY: _____
ARTHUR NORIEGA V
CITY MANAGER

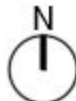
APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: _____
VICTORIA MÉNDEZ
CITY ATTORNEY

BY: _____
ANN-MARIE SHARPE, DIRECTOR
RISK MANAGEMENT

EXHIBIT “A”
THE PROPERTY



LEGEND


Watson Island Boat Ramp
Mitigation Area

SCALE 1" : 100'

EXHIBIT “B”

DEP Permit No. 0181285-014-BI (including associated concept permit drawings but without other permit attachments)



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

ENVIRONMENTAL RESOURCE PERMIT

Issued Date: June 25, 2020
Expiration Date: June 25, 2030

Project: PortMiami Cruise Berth H
Permittee: Port of Miami
Permit No: 0181285-014-BI

PROJECT LOCATION:

The project site is located in Miami-Dade County, along the northwestern edge of PortMiami, adjacent to the City of Miami, on Dodge/Lummus Island, Section 37, Township 54 South, Range 42 East, within Biscayne Bay Aquatic Preserve, Class III Waters, Outstanding Florida Waters (OFW). The mitigation site for offsetting unavoidable impacts to submerged aquatic vegetation is in Watson Island Park on Watson Island, just north of the PortMiami facility.

PROJECT DESCRIPTION:

The project is to redevelop Cruise Berth H, which includes the construction of approximately 740 feet of interlocking steel sheet pile (SSP) bulkhead (waterward of the existing north bulkhead) with a 200-foot mooring extension and a 64-foot return wall to the existing north bulkhead. The project also includes the filling of approximately 0.49 acres between the new bulkhead and the old bulkhead, and the dredging of approximately 6.49 acres of the basin west of the new bulkhead to -34.5 feet NAVD plus 2 feet overdredge.

The project will result in adverse impacts to 0.45 acres of previously undisturbed surface waters, which currently support sparse patches of submerged aquatic vegetation. These impacts will be offset by the creation and enhancement of 0.23 acres of mangrove habitat at Watson Island Park. As compensation for the 0.49 acres of filling between the new and old bulkheads, Miami-Dade County Regulatory and Economic Resources (RER) requires 804 cubic yards of riprap to be placed at the offshore artificial reef site POM A. An equivalent quantity of new reef modules will be installed at POM A in place of the required volume of riprap.

AUTHORIZATIONS **PortMiami Cruise Berth H**

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local DEP Office, contact the Corps at the Miami Field Office SEAPPLS@usace.army.mil (305) 525-7181, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**

- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS - ADMINISTRATIVE

1. If the General Conditions, approved permit drawings or final plans & specifications contradict the Specific Conditions, then the Specific Conditions shall prevail.
2. Unless otherwise specified in the Specific Conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3544
Tallahassee, FL 32399-2400

Note: such submittals include, but are not limited to, as-built drawings, progress reports and turbidity monitoring reports. **All submittals shall clearly indicate the project name (PortMiami Cruise Berth H) and the permit number (0181285-014-BI).**

3. The attached Notice for Publication must be published, at the Permittee's expense, in the legal ad section of a newspaper or newspapers of general circulation in the areas affected by this permitted activity. Proof of this publication must be provided to the Department within 21 days of the date of publication.

SPECIFIC CONDITIONS – PRE-CONSTRUCTION ACTIVITIES

4. For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 30 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. One (1) electronic copy of detailed final construction plans and specifications for all authorized activities. The **plans and specifications** must be consistent with the project description of this permit and the attached permit drawings, and shall also be certified by a Professional Engineer (P.E.), who is registered in the State of Florida. The plans and specifications shall include a description of the dredging and construction methods to be utilized, including expected time to complete the permitted project, and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, staging areas, boat access corridors, etc.) to be used for this project. The Permittee shall also specify the anticipated disposal or re-use location(s) and appropriate contact information for those facilities.,
 - b. A copy of the Contractor's Environmental Protection Plan, or equivalent, which provides project-specific details of the Best Management Practices (BMPs) that will be implemented to prevent erosion, turbidity and the release of hazardous substances at the dredge/scow, staging areas or during the transfer of material to offsite disposal sites.
 - c. The names, credentials (demonstrating experience and qualifications) and contact information for the individuals who will conduct the turbidity monitoring. Turbidity monitors shall have prior training in water quality monitoring and experience in turbidity monitoring for major dredging projects. The turbidity monitors shall be independent of the design engineer and the contractor.
 - d. ***Draft turbidity sampling map.*** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of SAV beds (pursuant to Specific Condition 13).
 - d. ***SAV monitoring qualifications.*** To ensure that individuals conducting monitoring of SAV have appropriate qualifications, documentation demonstrating expertise / experience shall be provided to the Department for approval prior to the initiation of monitoring tasks that are required by Specific Condition 14. The Department will review this information and confirm that monitors meet the requirements outlined in the SAV Monitoring Plan. The Department will provide written comments regarding any perceived deficits in qualifications or experience.

- e. ***Pre-construction SAV survey results.*** An assessment of SAV located within 150 meters of the area(s) to be dredged shall be completed during the summer (June – September), immediately prior to each construction event in accordance with Specific Condition 14. Surveys conducted by the local sponsor, their contractors, or third parties, may be submitted by the Permittee to meet this requirement. The Permittee shall provide the Department with the following information for SAV in the project area: a summary of existing information, a narrative description of the current conditions, a geo-referenced SAV map, and all raw data that were compiled or produced in association with these deliverables. The Permittee shall also provide documentation (e.g., email correspondence) verifying that their contractor has received the SAV map and that the contractor has been instructed by the Permittee to use this information to avoid impacts to SAV in the project area.
- f. ***Long-term agreement for mitigation site maintenance.*** A long-term agreement between the City of Miami and the Permittee for maintenance of the Watson Island Park mitigation site will be submitted to the Department at least 15 days prior to the pre-construction conference (Specific Condition 4 j.). This agreement will include all maintenance activities necessary to provide assurance that the mitigation site will function as expected, including management of invasive / exotic vegetation, debris removal, and maintenance of signage.
- g. ***Coral and octocoral transplantation and monitoring qualifications.*** The names, credentials (documentation demonstrating expertise/experience in transplantation and monitoring of corals and octocorals) and contact information for the individuals who will conduct the coral transplantation shall be provided to the Department for approval prior to the initiation of transplantation required by Specific Condition 17. The Department will review this information and confirm that qualifications meet the requirements outlined in the Coral/Hardbottom Assessment/Mitigation Plan. The Department will provide written comments regarding any perceived deficits in qualifications or experience.
- h. ***Pre-construction coral and octocoral survey results.*** An assessment of corals and octocorals within the full project area shall be completed prior to the beginning of construction. Surveys conducted by the local sponsor, their contractors, or third parties, may be submitted by the Permittee to meet this requirement. The Permittee shall provide the Department with the following information: a list of coral species and octocoral genera, estimates of numbers of corals by species (by genera for octocorals), and size classes and location coordinates for any listed species present within the project area.
- i. A **Watch Plan** detailing the proposal for observing protected marine species. This plan shall include:

- i. a list of all protected marine species observers associated with the project (their names, credentials, qualifications, contact information and a description of their observational experience (nighttime and daytime experience);
- ii. a description of where the observers will be located during work and how they will cover the areas required (the observers shall be in elevated positions, if possible, to maximize visibility and this description shall indicate the designated location of observers when tugboats and crew vessels are mooring to the dredge;
- iii. the length of work shifts for the observers;
- iv. the equipment used to aid in observation (recommend having a spotlight available to use if needed); and
- v. the equipment used to communicate with the dredge operator.

Observers shall have on-the-job experience observing protected marine species, such as manatees and marine turtles, during major dredging projects.

- j. ***Pre-Construction Conference.*** After all items required by a through i above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC, Regional Biologist
Contact list: <http://myfwc.com/conservation/you-serve/wildlife/shorebirds/>

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in

advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each construction event, the Permittee shall ensure that notification is sent to the FWC, at marineturtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

5. Construction within the waters of the Aquatic Preserve is limited to 365 days unless otherwise approved by the Department. If it appears that any open-water work will exceed 365 days and extend beyond the schedule provided as part of the pre-construction submittals in specific condition 4 a., the Permittee shall submit a request to the Department prior to the originally scheduled completion date, requesting an extension of the construction period. The request shall include a revised schedule, including the newly anticipated date of completion, and an explanation of all delays that necessitate the work extension. Transplantation of corals and octocorals from the project area shall be conducted prior to the beginning construction and will not be counted as part of the 365-day construction limit.
6. Storing, stockpiling, or accessing equipment on, in, over, or through areas with benthic resources (including beds of submerged aquatic vegetation [SAV] or hardbottom) is prohibited unless it occurs within a work area or ingress / egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic resources, including submerged aquatic vegetation or hardbottom, is also prohibited.
7. The Permittee shall immediately report any incident of unauthorized impact to wetlands, submerged aquatic vegetation or hardbottom communities to the Department and take immediate corrective action to avoid any further impacts. Within 30 days of any such event, the Permittee shall propose a remediation/mitigation plan, which shall be implemented immediately upon approval by the Department.

Water Quality

8. In association with General Condition No. 3 below, **BMPs** for controlling turbidity shall be utilized where appropriate and maintained at all times during project construction to minimize turbidity. At the dredge, BMPs may include, but not be limited to, turbidity curtains and an “environmental” (i.e., sealed) clamshell bucket. For in-water work, BMPs may include, but not be limited to, permanent bulkheads and additional turbidity barriers

as required. Turbidity control devices shall be installed prior to the commencement of construction in any given area, or prior to commencement of the particular activity, and maintained daily to ensure integrity and functionality until post-construction clean-up of each work area has been completed, or until removal upon completion of the particular activity. Temporary turbidity barriers shall be made of material in which manatees or marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee or marine turtle entanglement or entrapment. Turbidity control devices must not impede manatee or marine turtle movement.

9. Discharge such as dewatering or stormwater runoff into open surface waters of the state from any temporary dredged material containment area, is prohibited.
10. The maximum mixing zone for turbidity shall be a circle with a radius of 150 meters, originating from the source of the turbidity. In areas where permanent (e.g., bulkheads) or floating turbidity barriers are used to restrict turbidity plumes, the mixing zone shall end immediately outside of the barrier. Beyond the mixing zone, the turbidity standard shall be met during dredging, filling, installation of scour protection mats, transport, and the installation of sheetpiles or other pilings.

MONITORING REQUIRED:

11. **Turbidity monitoring** shall be conducted as described below:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: During daylight hours, sampling shall be conducted three times daily, approximately four (4) hours apart during dredging or construction activities that are within the open waters of the state, starting approximately 30 minutes following commencement of work, **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet).

Background: Sampling shall occur at least 300m upcurrent from the project-generated turbidity source, and clearly outside the influence of any project-related turbidity plume or other turbidity plume.

Compliance: **Dredging:** Sampling shall occur at the edge of the 150-meter mixing zone, down current from the source of turbidity, within the densest portion of any visible turbidity plume.

Construction/Demolition: For activities encompassed by sheet piling or contained within a floating turbidity barrier, sampling shall occur at mid-depth, downcurrent from the project-related turbidity source, within the densest portion of any visible turbidity plume, immediately outside of the turbidity control device. Samples shall only be required if a turbidity plume is observed outside the limits of the turbidity control device.

If turbidity curtains or similar methodologies are used to protect corals in areas adjacent to the work site, turbidity and water temperature shall be monitored inside the barrier and outside the barrier twice daily at least 4 hours apart. Sampling shall be adequate to determine if the barriers are providing protection or are detrimental to protection of the coral colonies.

Calibration: The instruments used to measure turbidity shall be fully calibrated within one month of the commencement of the project, and at least once a month thereafter during project construction. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:

<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

12. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites are greater than 0 NTUs above the corresponding background turbidity levels, construction activities shall **cease immediately** and shall not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall be immediately reported to the JCP Compliance Officer via email and copied to the DEP Southeast District Office. The subject line of the

email shall state: “TURBIDITY EXCEEDANCE” and shall include the project name (PortMiami Cruise Berth H) and the permit number (0181285-014-BI).

Any project-associated turbidity source other than dredging or berth construction / demolition (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds 0 NTUs above background the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state “OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE”.

- a. When reporting a turbidity exceedance, the following information shall be included:
 - i. Project Name (PortMiami Cruise Berth H);
 - ii. Permit Number (0181285-014-BI);
 - iii. Location (shown on map with GPS coordinates);
 - iv. Level (NTUs above background) of the turbidity exceedance;
 - v. Time and date that the exceedance occurred; and
 - vi. Time and date that construction ceased.
 - b. Prior to re-commencing the construction, a report shall be emailed to the JCP Compliance Officer with the same information that was included in the “Exceedance Report”, plus the following information:
 - i. Turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
 - ii. Corrective measures that were taken; and
 - iii. Cause of the exceedance.
13. **Turbidity Monitoring Reports.** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding

background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (0 NTUs above background) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:

- a. Time of day samples were taken;
- b. Dates of sampling and analysis;
- c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5-decimal level of precision (i.e., 0.00001). Please also indicate the datum;*
- d. Depth of water body;
- e. Depth of each sample;
- f. Antecedent weather conditions, including wind direction and velocity;
- g. Tidal stage and direction of flow;
- h. Water temperature;
- i. A geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction (Specific Condition 4);
- j. A statement describing the methods used in collection, handling, storage and analysis of the samples; and
- k. A statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements.
- l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current weather report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the Department's JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner

constitutes grounds for revocation of the permit. When submitting this information to the Department's JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: **"This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0181285-014-BI, for the PortMiami Cruise Berth H Project"**

14. **SAV Monitoring** shall be conducted to document any potential impacts to SAV resources that may result from construction activities. Monitoring of SAV in the project area shall be completed in accordance with the **Submerged Aquatic Vegetation Monitoring Plan for the Cruise Berth H dated January 3, 2020 (Cruise Berth H SMP)** which is herein incorporated by reference and is enforceable as an integral component of this specific condition of the permit. Monitoring requirements are summarized below, but additional important details are prescribed in the monitoring plan.
 - a. All SAV resources within the potential influence of the project shall be monitored before and after each construction event (Table 1). All SAV monitoring shall be completed during the peak growing season (June - September).
 - b. The Permittee shall notify the JCP Compliance Officer prior to the initiation of each monitoring event and provide an approximate date that survey work will begin. The Permittee shall notify the JCP Compliance Office when work has been initiated and when survey work has been completed.
 - c. Monitoring shall include all SAV within 150 meters of the dredging template or within the authorized mixing zone, whichever area is greater.
 - d. Each survey shall include 1) delineation of SAV boundaries, 2) qualitative assessment of SAV condition, and 3) quantitative assessment of SAV species composition and abundance.
 - e. Data (field datasheets and Excel spreadsheets), ArcGIS files, and representative photos of the site shall be submitted within 45 days of the completion of each survey. Within 90 days of completion of each Post-Construction Survey, a **Post-Construction SAV Report** will be prepared and submitted to the JCP Compliance Officer (Table 1).

Table 1: Summary of SAV surveys and associated deliverables.

Surveys	Deliverable	Timeline for Completion
Desktop Assessment and Reconnaissance Survey	Summary of existing information; reconnaissance data	Growing season immediately prior to construction
Pre-Construction Baseline Survey	SAV Map, narrative description of conditions, and pre-construction data	Growing season immediately prior to construction
Post-Construction Survey	Post-Construction SAV Report / and post-construction data	Growing season immediately following construction

15. All benthic monitoring data and statistical analysis must be provided directly and concurrently from the monitoring firm to the Department, Permittee, Consultant(s), and Local Sponsor(s) in order to comply with the Florida Auditor General report 2014-064 and to be consistent with Section 287.057(17)(a)(1), F.S. Moreover, if a multi-disciplinary firm is contracted for engineering and benthic monitoring services or if the engineering firm subcontracts the post-construction benthic monitoring, the Permittee (or Local Sponsor) shall provide a plan that addresses conflicts of interest, consistent with Section 287.057(17)(a)(1), F.S. This plan shall include a description of organizational, physical, and electronic barriers that will be used to avoid potential conflicts of interest, and this plan must be approved by the Department prior to the initiation of benthic monitoring.

MITIGATION

16. ***Mitigation at Watson Island Park to offset impacts to surface water functions.*** Impacts to surface water functions associated with the proposed dredging and equilibration of side-slopes shall be offset by the creation of 0.14 acres of mangrove habitat and the enhancement of 0.09 acres of mangrove habitat at the Watson Island Park mitigation site. All work at the mitigation site will be done in accordance with the Department-approved **April 2020 Watson Island Park Mitigation Plan**, which is herein incorporated by reference and is enforceable as an integral component of this specific condition of the permit. All earthwork, debris removal, and mangrove planting required pursuant to this plan will be completed within one year of the completion of construction on the Cruise Berth H project; installation of signage saying “Keep Boats off Shoreline – Mangrove Planting Area” shall also be installed at the mitigation site within this time frame.

Maintenance of the Watson Island Park mitigation site. The Permittee shall complete maintenance activities, including management of invasive / exotic vegetation, debris removal, and ensuring signs are intact, for three years following planting as prescribed by the mitigation plan. Since subsequent maintenance of the site will be the responsibility of the City of Miami, the long-term agreement between the City of Miami and the Permittee for maintenance of the mitigation site shall be submitted to the Department at least 15 days prior to the pre-construction conference (Specific Condition 4).

Monitoring requirements for the Watson Island Park mitigation site. Following the completion of earthworks, debris removal, and planting of mangroves at the Watson Island Park mitigation site, monitoring will be completed in accordance with the Department-approved mitigation plan. Conditions at the mitigation site will be visually assessed by qualified biologists, who will also collect quantitative information along a series of transects and will photograph permanent stations in each of the three planting areas (N1, N2, and S1) at the mitigation site to document the cover of mangroves and invasive / exotic plant taxa over time. Monitoring will occur immediately following planting (0-month, baseline), as well as 1-month, 6-months, 12-months, 18-months, 24-months, and 36-months (final) after planting. Monitoring-related deliverables will be submitted in accordance with the mitigation plan. Data deliverables will be provided to the JCP Compliance Officer no later than 45 days after the completion of each survey. Within 90 days of completion of each survey, a report describing the status of the mitigation site will be prepared and submitted to the JCP Compliance Officer.

Success criteria for the Watson Island Park mitigation site: In order to be considered successful, each of the planted areas (i.e. N1, N2, S1) shall have achieved:

- a. At least 80% survival of planted mangroves, and
 - b. At least 25% areal coverage of mangroves based on average cover in quadrats, and
 - c. Less than or equal to 5% areal coverage by exotic and / or nuisance vegetation based on average cover in quadrats.
17. **Coral transplantation.** The approved “Coral/Hardbottom Assessment/Mitigation Plan” shall be followed for all coral transplantation activities.
- a. All scleractinian corals greater than 5 cm in diameter shall be transplanted from the project area to existing artificial reef modules within County artificial reef site “POM A”. Listed species of corals (*Acropora* spp., *Orbicella* spp., *Dendrogyra cylindrus*, *Mycetophyllia ferox*) or non-listed *Montastraea cavernosa* and *Pseudodiploria* spp. of any size, if found, shall be removed and donated to the coral nursery at Rosenstiel School of Marine and Atmospheric Science. All identifiable colonies of *Cladocora arbuscula* shall be transplanted, regardless of size. Additionally, a minimum of 180 colonies of *Phyllangia americana* greater than 5 cm in diameter shall be relocated from the project area. If fewer than 180 *P. americana* colonies greater than 5 cm in diameter are found within the project area, a compensatory number of smaller colonies shall be transplanted.
 - b. All octocorals greater than 10 cm in height (excluding encrusting species *Erythropodium caribaeorum* and *Briareum asbestinum*) shall be transplanted to existing artificial reef modules within County artificial reef site POM A.

- c. Should corals fragment upon removal, all fragments of the same broken coral must be kept together and reconstructed by reattaching fragments as close together as possible (like puzzle pieces – reattached within 5 mm apart from one another). The re-constructed corals should be considered as one single coral for monitoring purposes.
 - d. All corals and octocorals shall be evaluated on health condition according to FWC Guidelines and be devoid of any signs of diseases and presence of boring sponges.
 - e. All transplanted corals and octocorals shall be observed within one week of transplantation to ensure successful attachment at the POM A reef site. If attachment of a colony is not successful but the coral/octocoral is still alive, efforts shall be made to reattach the colony.
 - f. Corals and octocorals shall be transplanted on the same day that they are detached from the project site. If weather conditions or other circumstances prohibit transportation and attachment of corals and octocorals to the recipient site within the same day, colonies may be cached within a designated safe area and transplanted to the reef site at the earliest opportunity.
 - g. Transplantation results, including post-attachment survival surveys, shall be reported to the Department (JCP Compliance Officer) within 30 days of completion of transplantation.
 - h. Commencement and completion of coral transplantation must be reported to the JCP Compliance officer within 24 hours prior to and following all transplantation activities.
18. Written notification shall be provided to the Department at least seven (7) days prior to the initiation of coral and octocoral transplanting activities begin. Additionally, monitoring reports of the transplanted corals and artificial reef shall be provided to the Department within 90 days following completion of each monitoring event. The 90-day requirement may be amended upon written notification from the Department.

SPECIFIC CONDITIONS - PROTECTED MARINE SPECIES

19. If the actual start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of the dredging event, the Permittee shall ensure that notification is sent to the FWC indicating the actual start date and the expected completion date to marineturtle@myfwc.com. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

20. The Standard Manatee Construction Conditions for In-Water Work (2011) shall be followed for all in-water construction activities.
- 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 shall 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 shall not impede manatee movement.
 - d. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shutdown if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall 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-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
 - 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. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads *Caution: Manatee Area* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate

signs:

http://www.myfwc.com/docs/WildlifeHabitats/Manatee_EducationalSign.pdf

21. The Permittee shall ensure that an observer(s) shall watch for protected marine species (manatees, marine turtles, dolphins, etc.) during all in-water work associated with dredging operations to ensure compliance with the stop work zone required in this authorization. All observers shall have prior on-the-job observation experience (including previous sightings of manatees) during previous dredging work where the activities were similar in nature to this project. The Permittee shall ensure that all observers are given a copy of the permit for the project, including all special conditions, prior to the commencement of construction. FWC guidelines regarding observers can be found at the following website: <http://www.myfwc.com/wildlifehabitats/managed/manatee/watch-program/>.
22. The Permittee/Contractor shall maintain a daily log that details sightings, collisions, or injuries to protected marine species (manatees and marine turtles). The logs shall also include the following project specific information: work itinerary; weather; work shutdown times; observer shift changes. In regard to manatee behavior, the observers shall also log time of observation; duration of sightings; estimated distance of animal from the dredge/equipment/vessel; animal behavior during the sighting (such as passing through, pausing in the vicinity of the project, interacting with the dredge, scows tugs, etc. attracted to running or dripping water); detection method; whether the dredge was operating at time of observation; and actions taken as a result of the sighting, collisions or injuries.

A final report summarizing the logs shall be sent to FWC at ImperiledSpecies@myfwc.com no later than 30 days after demobilization of final project completion. The report shall include project name and permit number, names of observers and contact information.

23. To avoid impacts to protected marine species (manatees, dolphins, marine turtles, etc.) during **clamshell dredging**, the following conditions shall be followed:
 - a. Open water dredging shall be conducted during daylight hours only.
 - b. During clamshell operations, the dredge operator shall gravity-release the clamshell bucket only at the water's surface, and only after confirmation that there are no protected species within the 50-foot designated safety distance. The protected marine species observer shall notify the Contractor if protected marine species enter within the designated safety distance. Prior to lowering the dredge bucket to the water's surface, the water immediately below and adjacent to the bucket shall be scanned for the presence of protected marine species, and all dredging operations shall cease if a protected marine species is observed. Activities shall not resume until the protected marine species has moved beyond

the immediate area of the project operation, or, if the protected marine species submerges, until 30 minutes elapses and the protected marine species has not reappeared within the immediate area of the operation;

24. If pile-driving activities occur, the following measures shall be followed:
- a. At least one observer shall be onsite at all times and dedicated to the task of watching for manatees during the in-water pile driving construction work. Observers must have prior on-the-job experience as a dedicated manatee observer, observing for manatees during similar in-water work and shall perform no other duties that may interfere with their ability to observe for protected marine species. All pile-driving activity shall be confined to daylight hours.
 - b. The pile driving activities will use a ramp-up measure. At the start of pile driving, hammers would initially be operated at low levels, then gradually increase to minimum necessary power required for pile installation. Monitoring for protected marine species will occur for 30 minutes prior to pile driving, during pile driving, and for 30 minutes after pile driving ends.
 - c. If the activities appear to harass or injure a protected marine species, then work shall cease immediately and not resume until after consultation with the Florida Fish and Wildlife Conservation Commission (FWC) at ImperiledSpecies@myfwc.com or 850-922-4330. Any additional conservation measures deemed necessary by FWC must be implemented to minimize the risks to protected species.
 - d. If there is any unusual manatee behavior in the vicinity of the pile driving, but the behavior does not appear to be a result of injury or harassment (such as if manatees are attracted to the activity, or if they appear spooked or otherwise appear unnatural), a final report shall be sent to the Florida Fish and Wildlife Conservation Commission at ImperiledSpecies@myfwc.com, no later than 30 days after final project completion. The report shall describe the animal's behavior, distance from activity, and any measures taken if needed. Please include the project name and permit number, names of observers and contact information, and summaries of all protected marine species sightings.
25. To reduce the risk of a vessel crushing a manatee, the permittee shall install wharf fenders with appropriate materials to provide sufficient standoff space of at least four feet under maximum designed compression. Fenders or buoys providing a minimum standoff space of at least four feet under maximum designed compression shall also be utilized between two vessels that are moored together.
26. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or

culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

27. While performing backfilling between the bulkheads, it is important to ensure that manatees or sea turtles do not become entrapped during sheet pile installation or gain access after the sheet pile has been installed and before filling work has been completed. The new bulkhead installation shall be completed only after a dedicated observer confirms that no manatees will be trapped in the area to be filled landward of the new bulkhead. If a manatee or sea turtle becomes entrapped, the area shall be opened up to allow the manatee or turtle to leave of its own volition. It shall not be herded or harassed into leaving the area.
28. Blasting is not authorized for this project. If the construction methodology changes in the future to include blasting, a modification to the permit is needed. Specific conditions must address impacts to protected marine species if blasting is proposed. Such conditions shall be in the form of an appropriate Blast and Watch Plan, approved by the Florida Fish and Wildlife Conservation Commission, which can be contacted at ImperiledSpecies@myfwc.com.
29. **Reporting.** If an injured or dead marine mammal or marine turtle is discovered in the vicinity of the project location while mobilized, the following shall occur:
 - a. The Contractor shall **cease** all work and immediately notify the Permittee, and the Contractor/Permittee shall immediately notify the JCP Compliance Officer: JCPCCompliance@dep.state.fl.us as well as the applicable agencies. The Contractor/Permittee shall maintain contact with the injured or dead animal to the greatest extent practicable until authorities (i.e., FWC and / or NMFS) arrive to retrieve the animal. Work shall not continue until the applicable wildlife agency has arrived on scene and recovered or rescued the animal.
 - FWC Wildlife Alert Hotline: 1-888-404-3922 and ImperiledSpecies@myfwc.com (manatees, marine turtles and whales)
 - NMFS Emergency Stranding Hotline: 1-877-433-8299 (marine turtles, whales and dolphins)
 - STSSN: SeaTurtleStranding@myfwc.com

Details of the incident shall be sent to FWC at ImperiledSpecies@myfwc.com within 24 hours. Information shall include, but not be limited to: a narrative of the incident, photographs/videos of the incident and surrounding environment (if

possible), a GPS point where the animal was discovered, names, titles and contact numbers of all personnel onsite at the time of the incident, and the name, title and contact number for the designated Port Authority representative. Additional information may be requested by FWC and telephone interviews may be required.

- b. Preliminary assessments of the incident information by FWC and the Department may require that work temporarily cease upon notification and not resume until FWC can confirm that all permit conditions are being appropriately implemented. If needed, FWC will provide DEP and the Permittee any additional protection measures necessary to minimize future risks to protected marine species. The Department will determine whether or not a permit modification is required if substantial modifications to protective measures are requested by FWC.
30. Progress reports for the project shall be submitted to the Department beginning 90 days after commencement and shall continue to be submitted quarterly until construction of the permitted project is completed. The cover page shall indicate the permit number, project name and the Permittee/Agent's contact information. Progress reports must be submitted to the Department even if there is no ongoing construction. Reports shall include the current project status and the construction schedule for the following six months. In addition, the report shall include the following information:
- a. The permit number (0181285-014-BI), project name (PortMiami Cruise Berth H), reference to this Specific Condition and date permitted activity was begun; if work has not begun on-site, please indicate accordingly.
 - b. A brief description and extent of the work (e.g., percentage of dredging) completed since the previous report or since the permit was issued, including copies of the permit drawings showing those areas where work has been completed.
 - c. A brief description and extent of the work anticipated in the next three months. Indicate on copies of the permit drawings those areas where it is anticipated that work will be done.
 - d. On the first page of the report, just below the title, the certification of the following statement by the individual who supervised preparation of the report: "This report represents a true and accurate description of the activities conducted during the three-month period covered by this report."

SPECIFIC CONDITIONS- CONSTRUCTION COMPLETION

31. Within 14 days after completion of construction of the permitted or authorized activity, the Permittee shall include a written statement of completion. The following information shall be included:

- a. The permit number (0181285-014-BI) and the project name (PortMiami Cruise Berth H)
 - b. The date on which construction activities began and the date of completion;
 - c. A table identifying any violations of turbidity standards which occurred during dredging or disposal, the probable causes of the violations and corrective measures taken to reduce turbidity
32. Within 90 days after completion of construction of the permitted or authorized activity, and prior to transfer to operation, the Permittee shall submit an As-Built Survey signed, sealed and dated by a Florida licensed Surveyor and Mapper in accordance with Chapter 61G17-7, Florida Administrative Code. When the completed activity differs substantially from the permit drawings, any substantial deviations shall be noted and explained. Unless pre-authorized by the Department, any significant changes could be considered to be non-compliance with the permit.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the Permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase and shall be available for review at the work site upon request by the Agency staff. The Permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to construction and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by

reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the Permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the Permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the Permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the Permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the Permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation

and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The Permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the Permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the Permittee or create in the Permittee any interest in real property;
 - c. Relieve the Permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the Permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The Permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The Permittee shall notify the Agency in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the Permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The Permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately, and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The Permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the Permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the

administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within **21** days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing)

under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis.
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachments:

1. Approved Permit Drawings (21 pages, October 2018)
2. Coral/Hardbottom Assessment/Mitigation Plan (March 2020)
3. Watson Island Park Mitigation Plan (April 2020)
4. Submerged Aquatic Vegetation Monitoring Plan (January 2020)
5. Notice for Publication

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

 - June 25, 2020
Clerk **Date**

PORTMIAMI
MITIGATION EFFORTS BERTH H
WATSON ISLAND
PROJECT NO. 2010-051.06
SEPTEMBER 2020



CORPORATE OFFICE:
4030 W. BOY SCOUT BLVD.
TAMPA, FL 33607
FBPR CERTIFICATE OF
AUTHORIZATION NO.24



LOCAL OFFICE:
800 WATERFORD WAY, SUITE 700
MIAMI, FL 33126
TEL. 305.592.7275
FAX. 407.806.4500

WWW.ATKINSGLOBAL.COM



PORTMIAMI



Honorable Carlos A. Gimenez
Mayor

BOARD OF COUNTY COMMISSIONERS

Honorable Audrey M. Edmonson, Chairwoman
District 3

Honorable Rebeca Sosa, Vice-Chairwoman
District 6

Honorable Barbara J. Jordan
District 1

Honorable Jean Monestime
District 2

Honorable Audrey M. Edmonson
District 3

Honorable Sally A. Heyman
District 4

Honorable Eileen Higgins
District 5

Honorable Rebeca Sosa
District 6

Honorable Xavier L. Suarez
District 7

Honorable Daniella Levine Cava
District 8

Honorable Dennis C. Moss
District 9

Honorable Javier D. Souto
District 10

Honorable Joe A. Martinez
District 11

Honorable Jose "Pepe" Diaz
District 12

Honorable Esteban L. Bovo, Jr.
District 13

JUAN M KURLA, PPM
Port Director

C:\Users\cap05788\OneDrive - Atkins Ltd\Desktop\Watson\S-001 General Structural Notes.dwg, 9/16/2020 12:55:54 PM, DWG To PDF.pc3
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GENERAL NOTES:

GENERAL:

1. THE CONTRACTOR SHALL CHECK THE DRAWINGS AGAINST THE SITE CONDITIONS AND THE WORK TO BE PERFORMED AND NOTIFY THE PROJECT REPRESENTATIVE IN WRITING OF ANY SIGNIFICANT DISCREPANCIES IN EITHER DIMENSIONS AND/OR SITE CONDITIONS. THE CONTRACTOR SHALL NOT BEGIN CONSTRUCTION IN ANY SUCH AREAS UNTIL THE DISCREPANCY HAS BEEN RESOLVED BY THE CONTRACTOR AND SUBSEQUENTLY APPROVED BY THE PROJECT REPRESENTATIVE.
2. THE CONTRACTOR SHALL ANTICIPATE TIDAL FLUCTUATIONS AND CURRENTS, WAVES, VESSEL WAKES, WIND, RAIN AND ALL OTHER CONDITIONS COMMON TO THE AREA DURING THE COURSE OF THE WORK.
3. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY WARNING SIGNS, BARRIERS, LIGHTS, AND SIGNALS AS REQUIRED BY THE PROJECT SPECIFICATIONS AND THE PROJECT REPRESENTATIVE TO ADEQUATELY WARN THE PUBLIC AGAINST THE DANGERS OF AN ACTIVE CONSTRUCTION SITE. PROJECT IDENTIFICATION SIGNS SHALL BE FURNISHED AND ERECTED BY THE CONTRACTOR AS DIRECTED.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING STRUCTURES.

PERMIT CONDITIONS:

1. THE CONTRACTOR SHALL COMPLY WITH WATER QUALITY REQUIREMENTS DESCRIBED IN THE TERMS AND CONDITIONS OF THE REGULATORY PERMITS ISSUED BY COUNTY, STATE AND FEDERAL AGENCIES AS WELL AS, LOCAL BUILDING AUTHORITIES FOR THIS PROJECT.
2. THE CONTRACTOR SHALL DEPLOY AND MAINTAIN TURBIDITY CONTROL DEVICES INCLUDING FLOATATION CURTAINS AS MAY BE REQUIRED BY THE REGULATORY PERMITS ISSUED FOR THIS PROJECT.

WATERWAY CLEARANCES:

1. CONTRACTOR SHALL NOT OBSTRUCT VESSELS OR PRIVATE BOATS/KAYAKS OPERATING AT WATSON ISLAND'S BISCAYNE BAY.

COORDINATION:

1. THE PERMIT SKETCHES SHALL BE WORKED WITH OTHER DOCUMENTS TO PROPERLY CONSTRUCTION THE PROPOSED MITIGATION AREAS. DISCREPANCIES SHALL BE BROUGHT TO THE PROJECT REPRESENTATIVE BEFORE PROCEEDING WITH THE WORK.
2. CONTRACTOR SHALL COORDINATE WITH PORT MIAMI AND THE CITY OF MIAMI PRIOR TO MOBILIZING TO THE PROJECT.
3. CONTRACTOR TO GET A PRE-CONSTRUCTION AND POST CONSTRUCTION SURVEY OF PROJECT AREA.

SURVEY:

1. SURVEY FROM ATKINS TITLED WATSON ISLAND BOAT RAMP, CITY OF MIAMI, FLORIDA TOPOGRAPHIC SURVEY COMPLETED ON APRIL 1ST, 2020.

PERMITS:

- USACE PERMIT NUMBER: SAJ-2006-06547 (SP-MLC)

• FDEP PERMIT NUMBER: 0181285-014-BI

• MIAMI-DADE COUNTY RER PERMIT NUMBER: CLI-2018-0411

PROJECT TIDAL ELEVATIONS:

MHW EL. = + 0.20

TIDAL ELEVATIONS FROM ATKINS FIELD SURVEY

DIMENSIONS:

1. ALL DIMENSIONS FIELD MEASUREMENT AND CONFIRMATION BY THE CONTRACTOR.
2. FIELD ADJUSTMENTS AND MINOR CHANGES TO THE NEW WORK IS TO BE ANTICIPATED. THE CONTRACTOR SHALL ACCURATELY MEASURE AND FIT THE NEW WORK TO EXISTING SITE CONDITIONS.

MANGROVE PLANTING NOTES:

PROPOSED MANGROVES SHOULD BE PLANTED AS FOLLOWS TO INCREASE THE CHANCE OF SURVIVAL:

1. MANGROVES SHOULD BE PLANTED AT 3' SPACING ON CENTER.
2. MANGROVES SHOULD BE A MINIMUM OF 2' TALL AT TIME OF PLANTING.
3. MANGROVES SHOULD BE AT LEAST ONE YEAR OLD.
4. HARDENED TO A BASE SALINITY AT PROJECT SITE.
5. MANGROVES MAY BE SUPPORTED BY A TREE TUBE.
6. MANGROVES SHOULD CONTAIN AT LEAST 4-8 LEAVES.

PROPOSED MANGROVE AREAS	
LOCATION	AREA BY TYPE (ACRES)
	RED
NORTH	0.050
SOUTH	0.023
TOTAL	0.073

PROJECT DESCRIPTION

THE PROPOSED PROJECT AREA IS LOCATED ON WATSON ISLAND, ALONG THE EASTERN SHORELINE OF THE ISLAND IDENTIFIED BY FOLIO NO. 01-3231-000-0021 AND OWNED BY THE CITY OF MIAMI. THE PROJECT AREA IS DIVIDED INTO TWO SECTIONS, NORTH AND SOUTH OF THREE PIERS WITH THEIR ACCOMPANYING BOAT RAMPS. THE OVERALL AREA RANGES FROM UPLANDS TO NEAR SHORE HABITAT. THE SUBSTRATE IN THE AREA IS COMPOSED OF ROCKS OF VARYING SIZE. THERE IS ALSO A LARGE AMOUNT OF DEBRIS AND MANY DINGHIES, ABANDONED OR USE BY THE BOATERS IN THE OFFSHORE MOORING AREA ALONG THE SHORELINE OF THE PROJECT AREA. A COMBINATION OF NATIVE AND NUISANCE/EXOTIC VEGETATION IS FOUND WITHIN THE UPLAND AND INTERTIDAL ZONES OF THE PROJECT AREA. SPECIFICALLY, NATIVE VEGETATION INCLUDES RED MANGROVE (RHIZOPHORA MANGLE), BLACK MANGROVE (AVICENNIA GERMINANS), GREEN BUTTONWOOD (CONOCARPUS ERECTUS), SABAL PALM (SABAL PALMETTO) AND SEAGRAPE (COCOLOBA UVIFERA). NUISANCE/EXOTIC VEGETATION INCLUDED BRAZILIAN PEPPER (SCHINUS TEREBINTHIFOLIA) AND COCONUT TREE (COCOS NUCIFERA). THE DOMINANT PLANT SPECIES WITHIN THE PROJECT AREA FLUCTUATES BETWEEN RED MANGROVE AND BRAZILIAN PEPPER. THERE ARE ALSO BARREN AREAS WITHIN THE UPLAND AND INTERTIDAL ZONE. THE NEARSHORE ZONE CONTAINS SEAGRASS BEDS.

THE FIRST PHASE OF THE RESTORATION AND ENHANCEMENT PROJECT WILL BE TO REMOVE DEBRIS AND NUISANCE/EXOTIC VEGETATION FROM THE PROPOSED MITIGATION AREA. DEBRIS TO BE REMOVED INCLUDES ABANDONED DINGHIES AND ROWBOATS, CONCRETE WITH REBAR, AND HOUSEHOLD ITEMS (E.G. CLOTHING, FOOD AND DRINK CONTAINERS). NUISANCE/EXOTIC VEGETATION TO BE REMOVED WILL BE PRIMARILY COMPOSED OF BRAZILIAN PEPPER.SUBSEQUENTLY, SUBSTRATE WILL BE REMOVED AT PROPOSED PLANTING AREAS IN ORDER TO OBTAIN APPROPRIATE ELEVATIONS FOR PLANTING MANGROVES (I.E. -0.449 NAVD 88 FOR RED MANGROVES). THIS INITIAL PHASE WILL CREATE SPACE AND FAVORABLE ELEVATIONS FOR THE PLANTING AND RECRUITMENT OF MANGROVES. THEN A 2:1 HYBRID SLOPE WILL BE CREATED LANDWARD OF MANGROVE PLANTING AREA, FROM THE EXISTING TOP OF EMBANKMENT TO THE ABOVEMENTIONED MANGROVE ELEVATIONS. THE HYBRID SLOPE WILL BE COMPOSED OF A RIP-RAP REVETMENT CAPPED WITH SOIL AND COASTAL UPLAND PLANTINGS. A RIP-RAP WATERBREAK WILL BE PLACED BELOW THE MEAN HIGH WATER LINE AND ALONG THE WATERWARD EDGE OF THE MANGROVE PLANTING AREAS AT A MINIMUM DISTANCE OF 10-FT FROM THE SEAGRASSES. THE RIP-RAP WATERBREAK WILL PROTECT THE PLANTED MANGROVES, SERVE AS AN EROSION CONTROL BARRIER, AND WILL AID THE STABILIZATION OF SEDIMENT. PLANTING WILL OCCUR LANDWARD OF THE RIPRAP WATERBREAK.

TO PROTECT EXISTING MANGROVES ONSITE, SILT FENCING OR SIMILAR EROSION CONTROL BARRIER SHOULD BE INSTALLED. THE BARRIER WILL BE PLACED IN A MANNER THAT ALSO INCLUDES AND PROTECTS THE EXISTING MANGROVE ROOTS.

IN ORDER TO PLANT THE MANGROVE SAPLINGS, HOLES WILL BE CREATED IN THE EXISTING SUBSTRATE ONCE TARGET ELEVATION IS OBTAINED (I.E. -0.449 NAVD 88 FOR RED MANGROVES) AND WHEN PLANTING IS READY TO OCCUR. A SOIL AMENDMENT OF 50% SANDY SOIL 50% ORGANIC SOIL WILL BE ADDED TO THESE HOLES IN ORDER TO PROVIDE A FAVORABLE SUBSTRATE FOR THE SAPLING TO BE PLANTED.

NURSERY GROWN SAPLINGS OF RED MANGROVES (R. MANGLE) WILL BE PLANTED AT THE MITIGATION SITE. MANGROVES WILL BE PLANTED AT A DISTANCE OF 3-FT FROM CENTER TO EACH OTHER. THE PROPOSED RESTORATION AREA WHERE PLANTINGS WILL OCCUR IS APPROXIMATELY 0.073 ACRES.

THE SEAGRASS NEAR THE MITIGATION SITE WILL BE PROTECTED DURING CONSTRUCTION BY TYPE 1 TURBIDITY CURTAINS THAT WILL BE INSTALLED AT A MINIMUM OF 10 FEET FROM THE SEAGRASS BEDS.

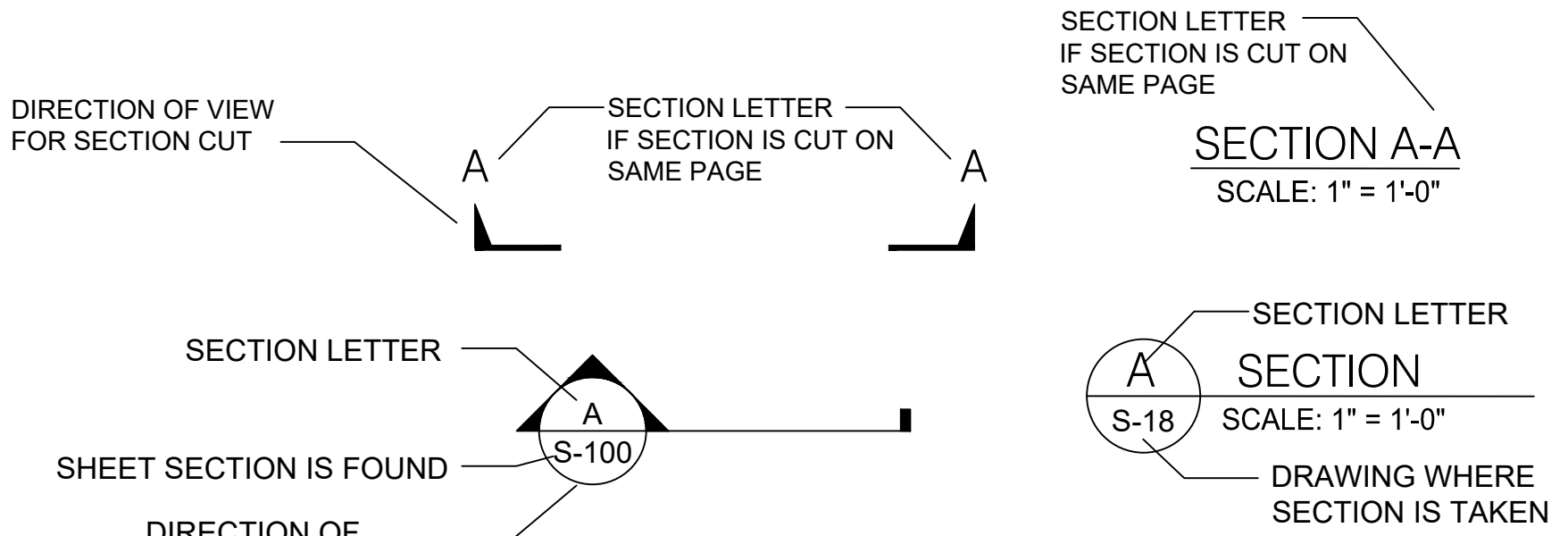
INDEX OF DRAWINGS:

COVER	COVER
G-100	GENERAL NOTES
ES-100	EXISTING SURVEY
S-100	OVERALL SITE PLAN VIEW
S-101	ENLARGED EXISTING PLAN NORTH
S-102	ENLARGED EXISTING PLAN SOUTH
S-110	OVERALL PROPOSED PLAN
S-111	ENLARGED PROPOSED PLAN NORTH
S-112	ENLARGED PROPOSED PLAN SOUTH
S-200	EXISTING SECTIONS
S-201	PROPOSED SECTIONS
S-300	TURBIDITY DETAILS

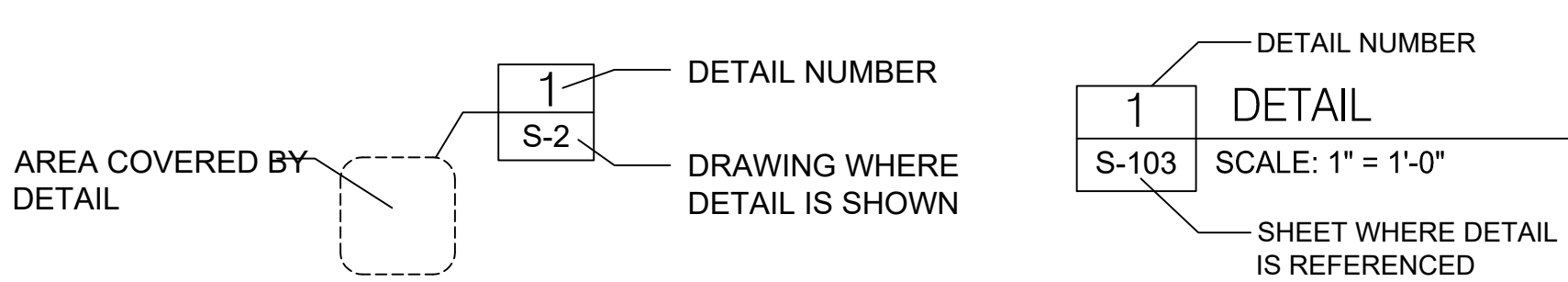
STRUCTURAL ABBREVIATIONS:

Ø - DIAMETER	GALV. - GALVANIZED
ALT. - ALTERNATE	HP - HIGH POINT
B/- BOTTOM	LP - LOW POINT
BOT - BOTTOM	MAX. - MAXIMUM
BLDG. - BUILDING	MIN. - MINIMUM
COV. - COVER	MPY. - MILS PER YEAR
¢ - CENTER LINE	NTS - NOT TO SCALE
CONC. - CONCRETE	O.C. - ON CENTER
C.I.P. - CAST IN PLACE	P.L. - PLATE
C.J. - CONSTRUCTION JOINT	P.S.F. - POUND PER SQUARE FOOT
CLR. - CLEAR COVER	P.S.I. - POUND PER SQUARE INCH
DET.(S) - DETAIL(S)	REF. - REFERENCE
DIA. - DIAMETER	REQ'D - REQUIRED
DIR. - DIRECTION	SECT. - SECTION
DWGS. - DRAWINGS	SHT. - SHEET
EA. - EACH	SHT. - SHEET
E.F. - EACH FACE	SPECS. - SPECIFICATIONS
E.W. - EACH WAY	S.S. - STAINLESS STEEL
EL. - ELEVATION	SSP - STEEL SHEET PILING
E.O.R. - ENGINEER OF RECORD	T&B - TOP AND BOTTOM
EQ. SP. - EQUAL SPACED	T/- TOP OF
E.J. - EXPANSION JOINT	TYP. - TYPICAL
EXIST. - EXISTING	U.O.N. - UNLESS OTHERWISE NOTED
FIN. GR. - FINISH GRADE	W/- WITH

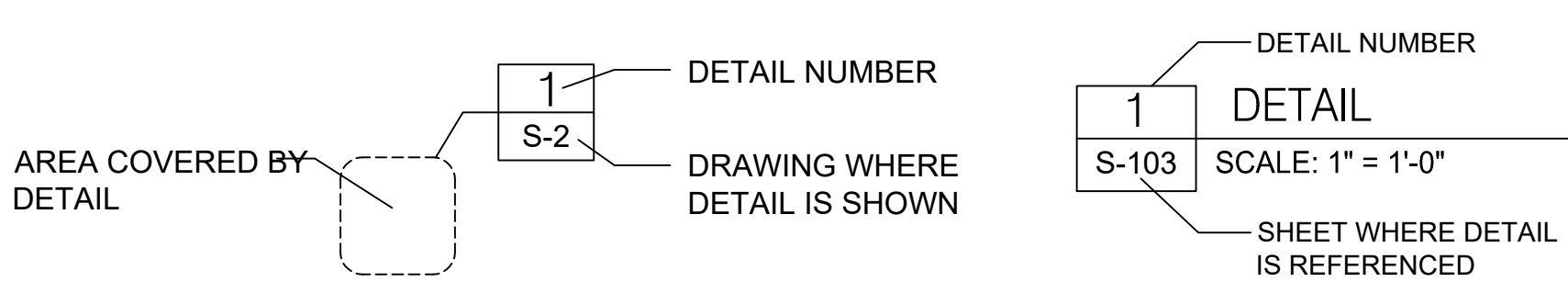
DRAWING SYMBOLS



SECTION SYMBOLS



DETAIL SYMBOLS



CONCEPT PERMIT DRAWINGS



ATKINS

Member of theSNC-Lavalin Group
800 WATERFORD WAY
MIAMI, FLORIDA 33126
(305) 592-7275
LB #0000024

MITIGATION EFFORTS BERTH H
WATSON ISLAND
FINAL PERMIT SKETCHES

GENERAL NOTES

WARNING!

This record contains Sensitive Security Information that is controlled under 49 CFR Part 1520. No part of this record may be disclosed to persons without "need to know", as identified in 49 CFR 1520.5, except with the written permission of the Secretary of Homeland Security. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public disclosure is governed by U.S.C. 552 and 49 CFR 1520.

DRAWING HISTORY

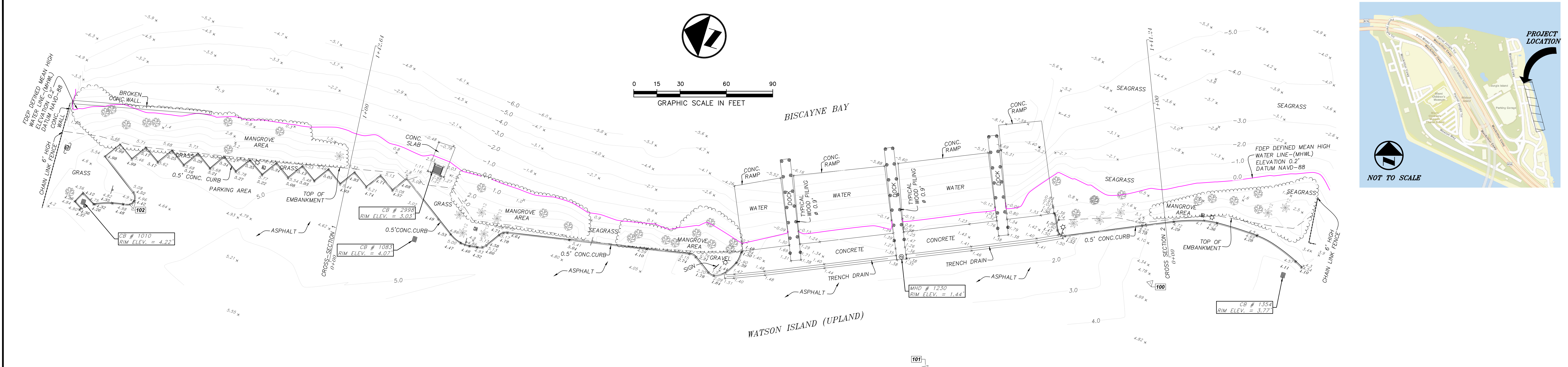
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REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
REVIEW 100 %		
PERMIT		

REVISIONS

No.	DESCRIPTION	DATE

ENGINEER OF RECORD:

FILE NAME:	GENERAL NOTES
DATE: SEPT. 2020	SCALE: AS NOTED
SHEET	2
DWG. No.	G-100



**SURVEYOR'S REPORT OF TOPOGRAPHIC SURVEY
PORTION OF WATSON ISLAND
CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA**

**ARTICLE I
DEFINITIONS, GENERALLY:**

CLIENT: SHALL MEAN PORTMIAMI, AN AGENCY OF MIAMI-DADE COUNTY, FLORIDA.
SURVEYOR SHALL MEAN THE FIRM OF ATKINS NORTH AMERICA, INC., DULY AUTHORIZED TO PRACTICE SURVEYING AND MAPPING BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES UNDER CERTIFICATE OF AUTHORIZATION NO. LB24.

SURVEY MAP: SHALL MEAN THE GRAPHIC DEPICTION OF THE TOPOGRAPHIC SURVEY IN THE FORM OF THE "TOPOGRAPHIC SURVEY" MAP, ATTACHED HERETO, MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE.
PROJECT AREA: SHALL MEAN ALL THAT LOT, PIECE OR PARCEL OF LAND THE SAME AS MORE FULLY DESCRIBED IN ARTICLE III, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION OF THE CONTENT THEREOF.
COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTIONS ON NOVEMBER 13, 1997 AND COINUED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO ORDINANCE NO. 97-212. ALL REFERENCES TO DOCUMENTS FILED FOR RECORD PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND DOCUMENTS FILED FOR RECORD SUBSEQUENT TO THAT DATE (OR MENTION BY COMMON REPORT AS THE CASE MAY BE) SHALL MAKE REFERENCE TO THE NEW COUNTY NAME.

**ARTICLE II
SURVEY MAP/REPORT OF TOPOGRAPHIC SURVEY:**

SEE SURVEY MAP/REPORT AS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE. THE DATE OF COMPLETION OF ORIGINAL FIELD SURVEY (THE "SURVEY DATE") IN CONNECTION WITH SAME WAS ON APRIL 1, 2020.

**ARTICLE III
DESCRIPTION OF PROJECT AREA:**

A PORTION OF WATSON ISLAND, CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA, COMPRISING AN AREA OF THE BOAT RAMP FACILITY AS DESIGNATED BY THE CLIENT, THE LOCATION OF THE PROJECT AREA IS MORE FULLY SHOWN ON THE SURVEY MAP ATTACHED HERETO AND MADE A PART HEREOF.

**ARTICLE IV
ACCURACY:**

ALTHOUGH THIS IS A GOVERNMENT COMPLEX AND PUBLIC FACILITY, AND A BOUNDARY SURVEY WAS NOT PERFORMED, THE SURVEY WAS PREDICATED ON THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA," PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS "COMMERCIAL/HIGH RISK" DUE TO ITS URBAN LOCATION IN THE CITY OF MIAMI AND MIAMI-DADE COUNTY, THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF CLOSED GEOMETRIC FIGURES WAS FOUND TO EXCEED THIS REQUIREMENT. FOR MORE INFORMATION REGARDING METHODS AND PROCEDURES FOR THIS SURVEY, REFER TO THE BOUNDARY INCONSISTENCIES PORTION (ARTICLE VII) OF THIS REPORT.

**ARTICLE V
SOURCES OF DATA:**

1. TAX FOLIO DATA PUBLISHED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER'S OFFICE FOR THE 2019 TAX YEAR FOR TAX FOLIO NUMBER 01-3231-000-0021.
2. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. MIAMI-DADE COUNTY BENCHMARK NUMBER D-152-R WITH A NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29). THIS ELEVATION WAS CONVERTED TO NAVD88 BY USING A CONVERSION FACTOR OF (-)1.551 FEET TO OBTAIN AN NAVD88 ELEVATION OF +5.149 FEET.
4. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. THE LOCATION OF HORIZONTAL FEATURES AS DEPICTED ON THE SURVEY MAP ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE EAST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983/2011 ADJUSTMENT (NAD83/11).
6. LETTER REGARDING THE LOCATION OF THE MEAN HIGH WATER LINE OF THE STATE OF FLORIDA DATED MARCH 31, 2020 AS ISSUED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).

**ARTICLE VI
LIMITATIONS:**

1. SINCE NO OTHER INFORMATION OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA WERE FURNISHED, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE PROJECT AREA THAT ARE NOT SHOWN ON THE SURVEY MAP OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, THE CITY OF MIAMI, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR. THE SURVEYOR MAKES NO REPRESENTATION AS TO OWNERSHIP OF THE PROJECT AREA BY ANY ENTITY OR INDIVIDUAL, WHO MAY APPEAR OF PUBLIC RECORD.
2. NO REPRESENTATION IS MADE AS TO ZONING CRITERIA OR SETBACK LINES THAT MAY AFFECT THE PROJECT AREA.
3. UNLESS OTHERWISE SHOWN, NO EXCAVATION OR DETERMINATION WAS MADE AS TO HOW THE PROJECT AREA IS SERVED BY UTILITIES, SUBSURFACE UTILITIES, INCLUDING, BUT WITHOUT LIMITATION TO PIPES, WIRES, VAULTS, BOXES, DRAIN TILES, VOIDS, CABLES AND OTHER MATERIALS ANCILLARY TO THE DELIVERY AND/OR DISPOSAL OF WATER, WASTEWATER, SEWAGE, ELECTRICITY, GAS, TELEPHONE SERVICE, CABLE TELEVISION &C. AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED AND ARE NOT SHOWN. IN ADDITION, THE FOUNDATIONS OF THE EXISTING BUILDINGS AND OTHER SURFACE STRUCTURES AS THEY MAY EXIST WITHIN, UPON, ACROSS OR ABUTTING THE PROJECT AREA WERE NOT LOCATED. THIS NOTICE IS REQUIRED BY THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
4. SUBSURFACE SOIL CONDITIONS WERE NOT DETERMINED, AS THIS FALLS OUTSIDE THE PURVIEW OF THIS SURVEY. THESE CONDITIONS MAY INCLUDE THE DETERMINATION OF WETLANDS, FILLED-IN AREAS, GEOLOGICAL/ARCHEOLOGICAL CONDITIONS OR POSSIBLE CONTAMINATION BY HAZARDOUS LIQUID OR SOLID WASTE THAT MAY OCCUR WITHIN, UPON, ACROSS, ABUTTING OR ADJACENT TO THE PROJECT AREA.
5. WELL-IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 1/10 FOOT.

6. THE ELEVATIONS OF WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 1/3 FOOT FOR SUBMERGED AREAS, 1/10 FOOT FOR NATURAL GROUND SURFACES AND 1/100 FOOT FOR HARDSCAPE SURFACES.
7. NOTICE IS HEREBY GIVEN THAT SUNSHINE STATE ONE CALL OF FLORIDA, INC. MUST BE CONTACTED AT 1-800-432-4770 AT LEAST 48 HOURS IN ADVANCE OF ANY CONSTRUCTION, EXCAVATION OR DEMOLITION ACTIVITY WITHIN, UPON, ABUTTING OR ADJACENT TO THE PROJECT AREA. THIS NOTICE IS GIVEN IN COMPLIANCE WITH THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT", PURSUANT TO CHAPTER 556.101-111 OF THE FLORIDA STATUTES.
8. THE SHORELINE AS INDICATED ON THE SURVEY MAP WAS MEASURED TO THE BEST EXTENT USING ACCEPTABLE SURVEYING TECHNIQUES FOR TASKS OF THIS NATURE. HOWEVER, THIS SURVEY MAP AND REPORT DOES NOT PURPORT TO LOCATE THE "MEAN HIGH WATER LINE" OF BISCAYNE BAY AS DEFINED UNDER CHAPTER 177-PART II OF THE FLORIDA STATUTES.
9. THIS PROJECT DOES NOT REPRESENT A BOUNDARY SURVEY.

**ARTICLE VII
BOUNDARY INCONSISTENCIES/QUALIFICATIONS:**

THIS TOPOGRAPHIC SURVEY AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PREPARED FOR THE SPECIFIC PURPOSE OF DEPICTING THE CAPTURE OF HORIZONTAL AND VERTICAL SPATIAL DATA WITHIN THE PROJECT AREA. THE RELATIONSHIP OF PLATTED, MEASURED AND CALCULATED VALUES FOR THE DIMENSIONS OF THE PROJECT AREA AS MAY APPLY, ARE MORE FULLY SHOWN ON THE SURVEY MAP.

**ARTICLE VIII
APPARENT PHYSICAL USE:**

1. THIS PROPERTY IS CURRENTLY IN USE FOR PUBLIC PURPOSES AND INCLUDES RELATED FACILITIES FOR PARKING, UTILITIES AS WELL AS THE ACTUAL STRUCTURES ON THE GROUND, THE CHARACTER, LOCATION AND RELATIONSHIP OF THESE FACILITIES ARE AS MORE FULLY SHOWN ON THE SURVEY MAP.
2. THESE MEASUREMENTS AND EXAMINATIONS WERE PERFORMED UNDER MY DIRECT SUPERVISION AND IN MY PROFESSIONAL JUDGEMENT, EVERY ATTEMPT WAS MADE TO LOCATE THE DATA IN QUESTION USING THE STANDARD OF CARE FOR SURVEYING AND MAPPING IN THESE MATTERS, SUBJECT TO THE LIMITATIONS AS SET FORTH IN THIS SURVEY MAP AND REPORT.

**ARTICLE IX
CLIENT INFORMATION:**

THIS TOPOGRAPHIC SURVEY AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WERE PREPARED AT THE INSISTENCE OF AND ARE CERTIFIED TO PORTMIAMI, AN AGENCY OF MIAMI-DADE COUNTY, FLORIDA.

**ARTICLE XI
SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY: THAT THIS "TOPOGRAPHIC SURVEY" AND THE SURVEY MAP AND REPORT RESULTING THEREFROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "TOPOGRAPHIC SURVEY" MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

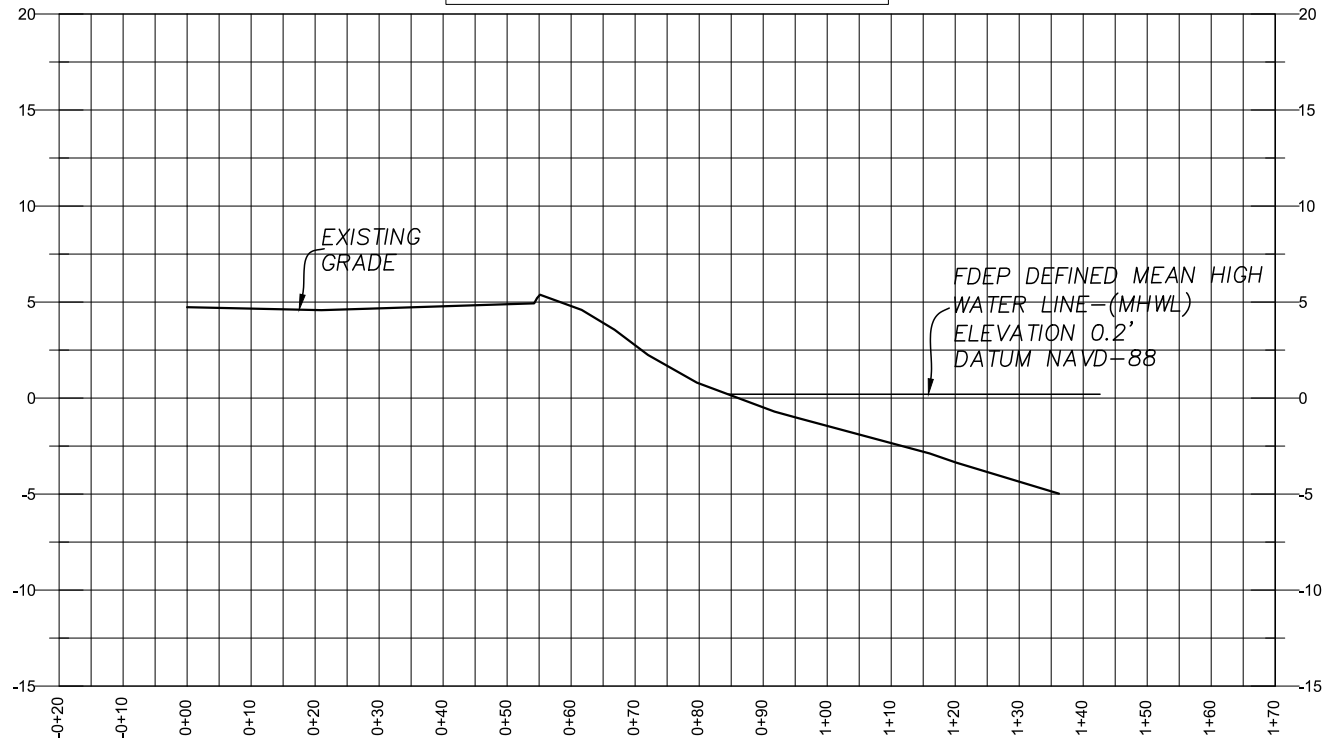
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

BY: ROBERTO MANTECON, PLS
PROFESSIONAL LAND SURVEYOR NO. 4431
STATE OF FLORIDA
DATE OF COMPLETION OF FIELD SURVEY: APRIL 1, 2020
DATE OF CERTIFICATION: APRIL 6, 2020

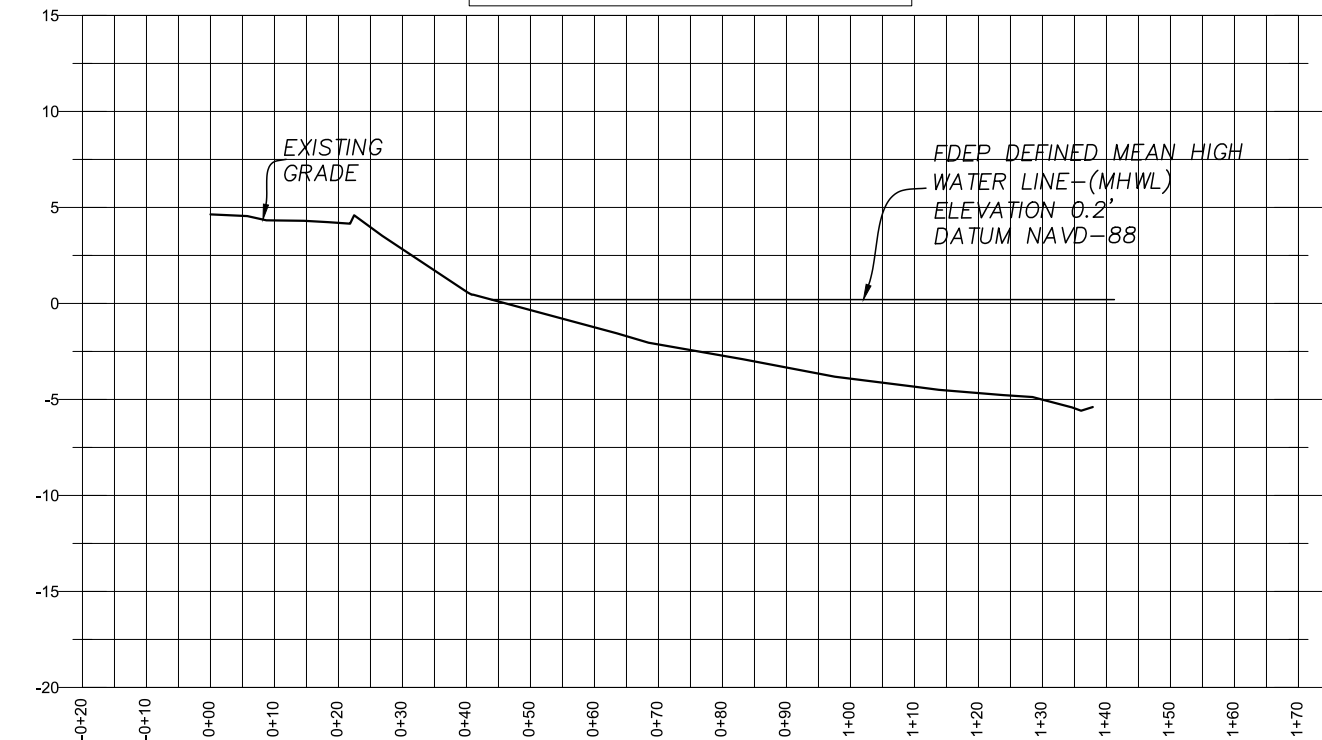
NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEYOR'S REPORT, CERTIFICATE AND SURVEY MAP CONSISTS OF MULTIPLE EXHIBITS. EACH COMPONENT AS INCORPORATED THEREIN SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ANNEXED TO THE OTHERS. THIS NOTICE IS REQUIRED BY RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

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**CROSS-SECTION 1
HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: 1"=10'**



**CROSS-SECTION 2
HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE: 1"=10'**



LEGEND

- METER ELECTRIC
- ELECTRIC POLE
- CATCH BASIN
- METER WATER
- LIGHT POLE
- WOOD PILING
- MANHOLE DRAINAGE
- SIGN
- TREE
- PALM
- CONTROL POINT

ABBREVIATIONS

- ELEV. = ELEVATION
- INV. = INVERT
- BOT. = BOTTOM
- NAVD-88 = NORTH AMERICAN VERTICAL DATUM OF 1988
- CONC. = CONCRETE
- CB = CATCH BASIN
- EP = EDGE OF PAVEMENT
- MHD = MANHOLE DRAINAGE
- MHS = MANHOLE SEWER
- MHG = MANHOLE GREASE
- MHE = MANHOLE ELECTRIC

LINE TYPES

- EDGE OF PAVEMENT
- CURB
- CHAIN LINK FENCE
- WALL
- EDGE OF MANGROVE
- TOP OF EMBANKMENT
- CRATE
- CONTOURS 1'
- CONTOURS 5'
- FDEP DEFINED MEAN HIGH WATER LINE - (MHWL)

PROJECT CONTROLS POINTS				
POINT No.	NORTHING	EASTING	ELEV.	DESCRIPTION
100	527765.53	928509.20	4.99	MAG NAIL & DISC LB 24
101	527888.92	928414.46	3.84	MAG NAIL & DISC LB 24
102	528410.70	928366.87	4.58	MAG NAIL & DISC LB 24

NOT A BOUNDARY SURVEY

DRAWING: 1\FUS\MA1000\SO228\COMMON\SY54\PROJECTS\CITY OF MIAMI\100069655 TASK 02.01.L WATSON ISLAND BOAT RAMP\DWG\10089655 WATSON ISLAND BOAT 2020.04.17.DWG / PRINTED: 4/17/2020 8:01 AM

ATKINS

ATKINS NORTH AMERICA, INC.

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

800 WATERFORD WAY

SUITE 700

MIAMI, FL

33126

(305) 592-7275

CLIENT

PROJECT

WATSON ISLAND BOAT RAMP

CITY OF MIAMI, FLORIDA

TASK

TOPOGRAPHIC SURVEY

ORIGINAL: 04/01/2020

REVISIONS:

1.

2.

3.

4.

5.

811

Know what's below.

Call before you dig.

JOB NO. 100069655

DRAWN J.H.

DESIGNED C.M.

CHECKED A.S.

QC D.W.D.

FB 1599, PG.2-5

SHEET: 1 OF 1

56

MITIGATION EFFORTS BERTH H
WATSON ISLAND
FINAL PERMIT SKETCHES

ENLARGED EXISTING PLAN NORTH

WARNING!

This record contains Sensitive Security Information that is controlled under 49 CFR Part 1520. No part of this record may be disclosed to persons without "need to know", as identified in 49 CFR 1520.5, except with the written permission of the Secretary of Homeland Security. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public disclosure is governed by U.S.C. 552 and 49 CFR 1520.

DRAWING HISTORY

RELEASED FOR	DATE	BY
REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
REVIEW 100 %		
PERMIT		

REVISIONS

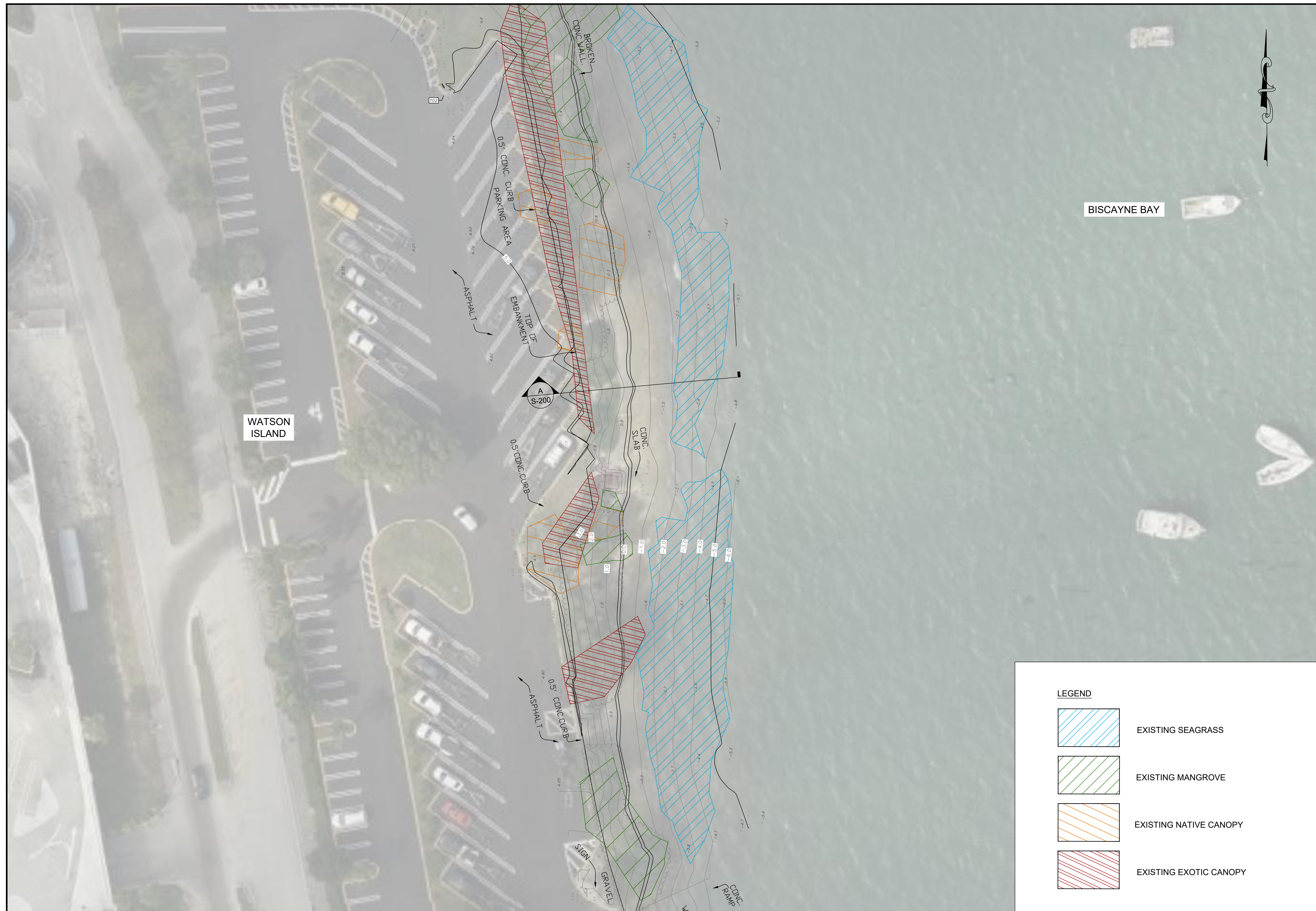
No.	DESCRIPTION	DATE

ENGINEER OF RECORD:

FILE NAME: **OVERALL PLAN**

DATE: SEPT. 2020	SCALE: AS NOTED
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SHEET	5
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DWG. No. **S-101**

EXISTING CONDITIONS

CONCEPT PERMIT DRAWINGS

0 40'

SCALE: 1" = 40'-0"

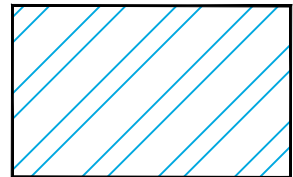
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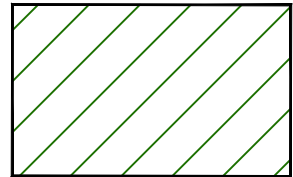
CONCEPT PERMIT DRAWINGS

EXISTING CONDITIONS

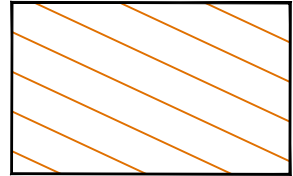
LEGEND



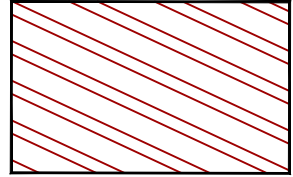
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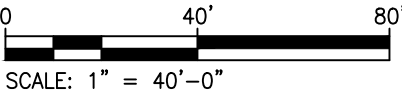
EXISTING MANGROVE



EXISTING NATIVE CANOPY



EXISTING EXOTIC CANOPY




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MIAMI, FLORIDA 33126
(305) 592-7275
LB #0000024

MITIGATION EFFORTS BERTH H

WATSON ISLAND

FINAL PERMIT SKETCHES

ENLARGED PLAN SOUTH

WARNING!
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DRAWING HISTORY		
RELEASED FOR	DATE	BY
REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
REVIEW 100 %		
PERMIT		

REVISIONS		
No.	DESCRIPTION	DATE

ENGINEER OF RECORD:

FILE NAME:	OVERALL PLAN
DATE: SEPT. 2020	SCALE: AS NOTED
SHEET	6
DWG. No.	S-102

MITIGATION EFFORTS BERTH H
WATSON ISLAND
FINAL PERMIT SKETCHES

OVERALL EXISTING PLAN VIEW

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DRAWING HISTORY

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REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
REVIEW 100 %		
PERMIT		

REVISIONS

No.	DESCRIPTION	DATE

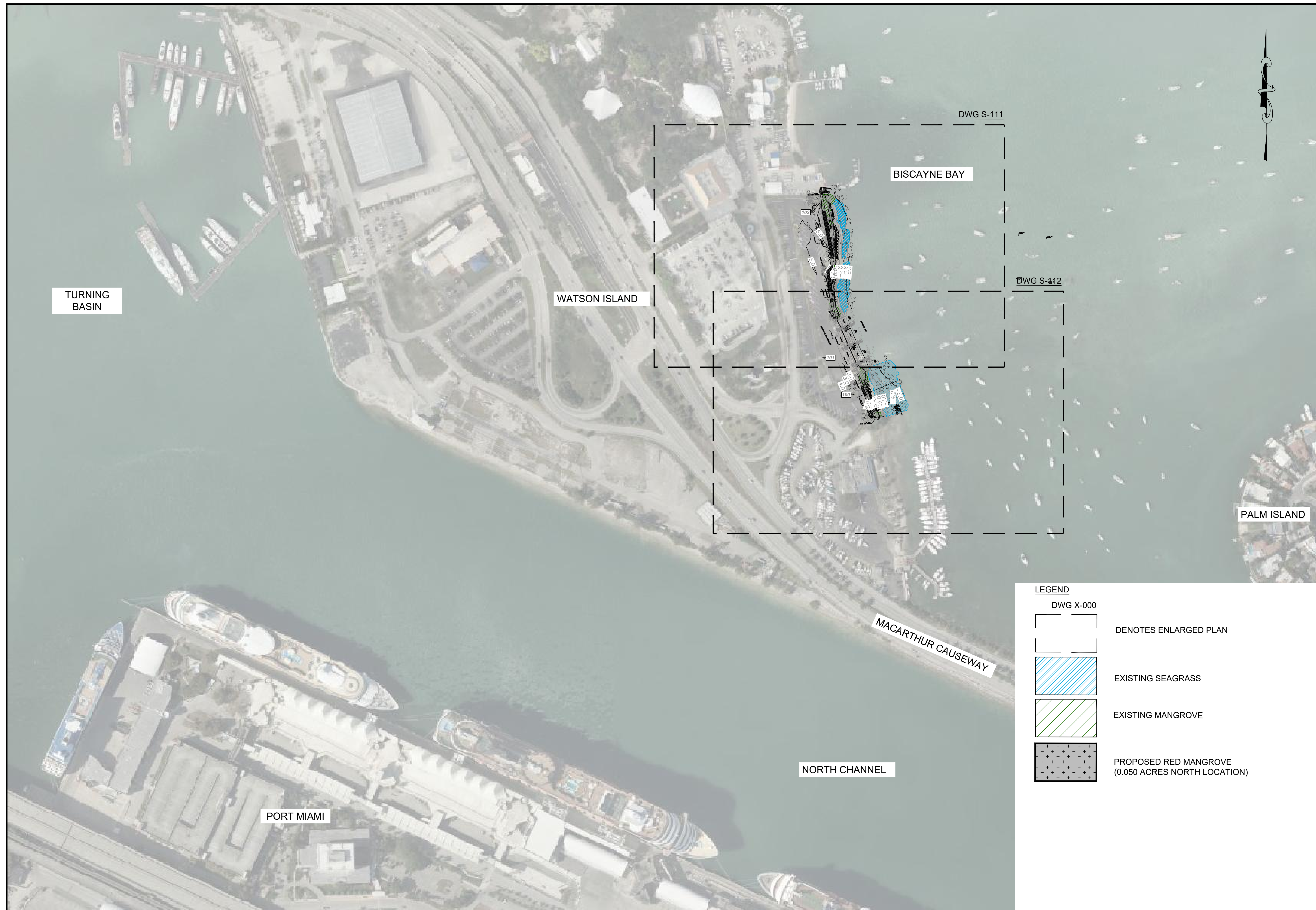
ENGINEER OF RECORD:

FILE NAME: **OVERALL PLAN**

DATE: SEPT. 2020 SCALE: AS NOT

SHEET	7
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DWG. No. **S-110**



CONCEPT PERMIT DRAWINGS

PROPOSED CONDITIONS

0 150'

SCALE: 1" = 150'-0"



MITIGATION EFFORTS BERTH H
 WATSON ISLAND
 FINAL PERMIT SKETCHES
 EXISTING SECTIONS

WARNING!
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Sensitive Security
Information that is
controlled under 49 CFR
Part 1520. No part of the
record may be disclosed
to persons without "need to
know," as identified in 49
CFR 1520.5, except with
the written permission of
the Secretary of Homeland
Security. Unauthorized
release may result in civil
penalty or other action.
For U.S. Government
agencies, public disclosure
is governed by U.S.C. 552
and 49 CFR 1520.

DRAWING HISTORY		
RELEASED FOR	DATE	
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REVIEW 100 %		
REVIEW 100 %		
PERMIT		

REVISIONS		
No.	DESCRIPTION	DATE

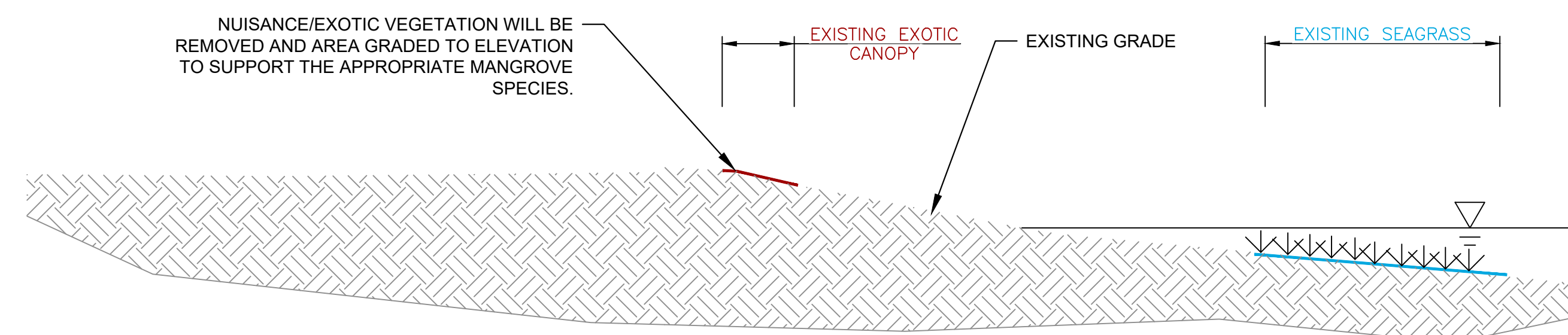
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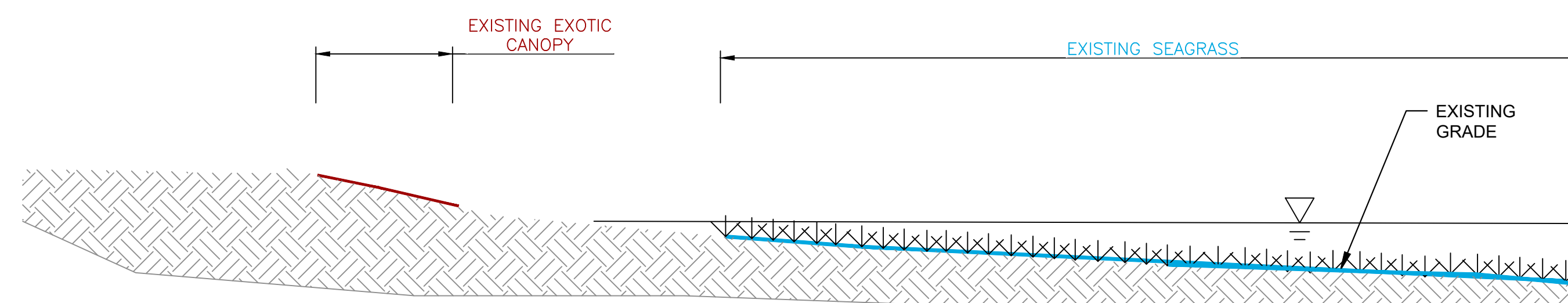
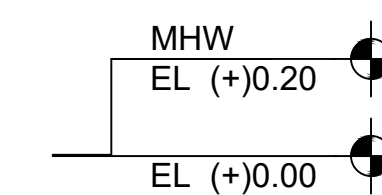
DATE: SEPT. 2020 SCALE: AS NOTED

SHEET	10
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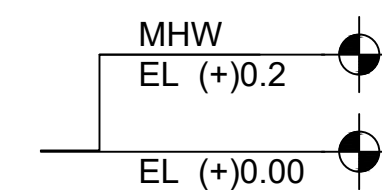
DWG. No. **S-200**



A EXISTING SECTION
S-101



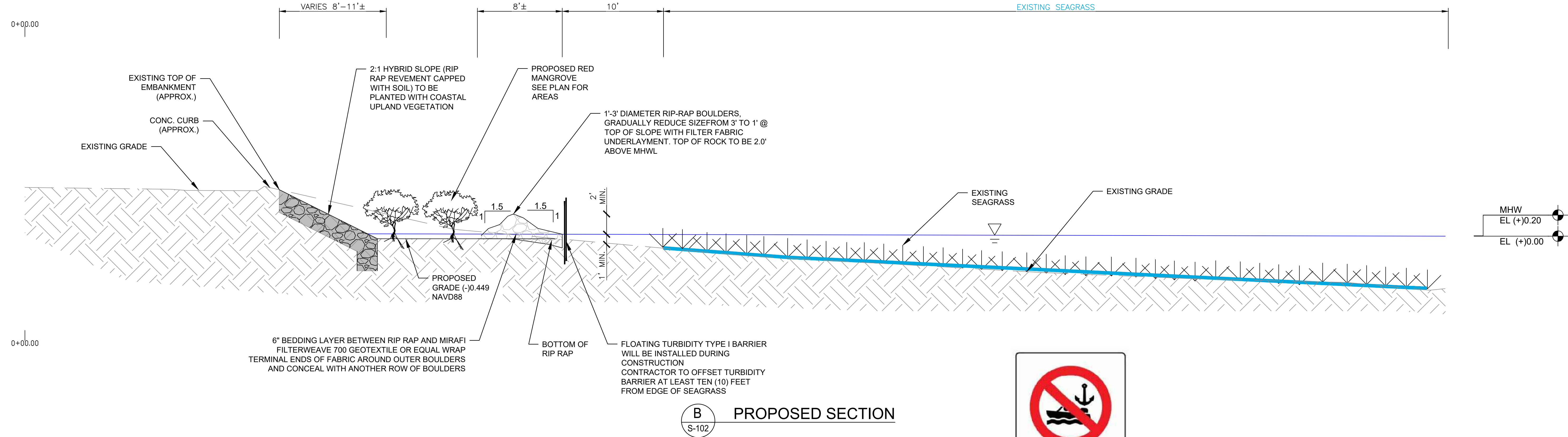
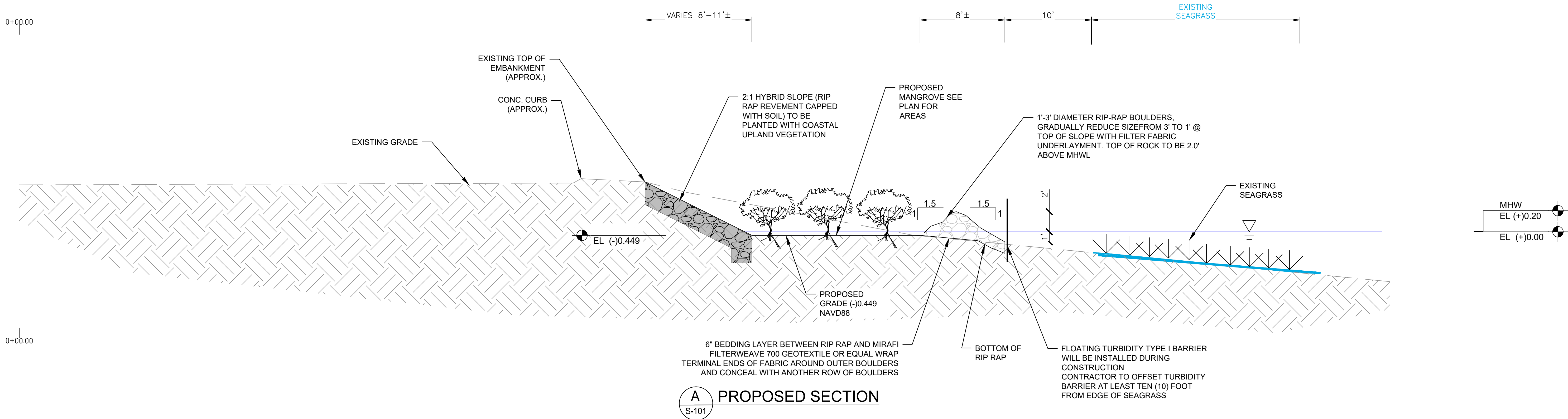
B EXISTING SECTION
S-102



CONCEPT PERMIT DRAWINGS

NOTES:
1. SECTIONS ARE GENERALLY REPRESENTATIVE ON CONDITIONS IN THE AREA OF THE PROJECT. EXACT DISTANCE AND VEGETATIONS REGIONS MAY VARY ALONG THE PROJECT LIMITS.

Plot Time: Wednesday, September 16, 2020 - 1:16pm Plotted by: CAP05788
File Name: C:\Users\cap05788\OneDrive Corp\OneDrive - Atkins Ltd\Desktop\Watson\S-100 Structural Plan - Copy_recover.dwg Layout Name: S-201



- NOTES:
1. SECTIONS ARE GENERALLY REPRESENTATIVE ON CONDITIONS IN THE AREA OF THE PROJECT. EXACT DISTANCE AND VEGETATIONS REGIONS MAY VARY ALONG THE PROJECT LIMITS.
 2. FLOATING TURBIDITY TO BE INSTALLED PRIOR TO START OF PROJECT. BARRIER TO BE MONITORED AND MAINTAINED AS NECESSARY ON A DAILY BASIS.
 3. AFTER PROJECT COMPLETION AND ACCEPTANCE, TURBIDITY BARRIER TO BE REMOVED FROM SHORELINE.
 4. INSTALL TWO (2) SIGNS, 36"X24" EACH ON SHORELINE.

MITIGATION EFFORTS BERTH H
WATSON ISLAND
FINAL PERMIT SKETCHES
PROPOSED SECTIONS

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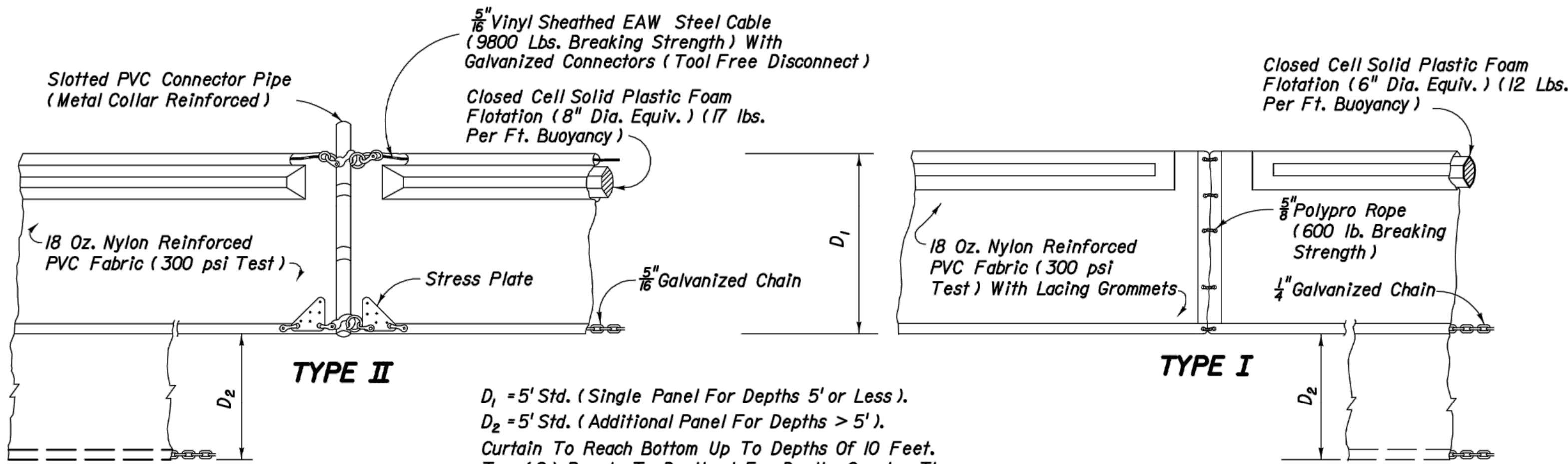
DRAWING HISTORY		
RELEASED FOR	DATE	BY
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REVISIONS		
No.	DESCRIPTION	DATE

ENGINEER OF RECORD:	
FILE NAME:	
DATE: SEPT. 2020	SCALE: AS NOTED
SHEET	11
DWG. No.	S-201

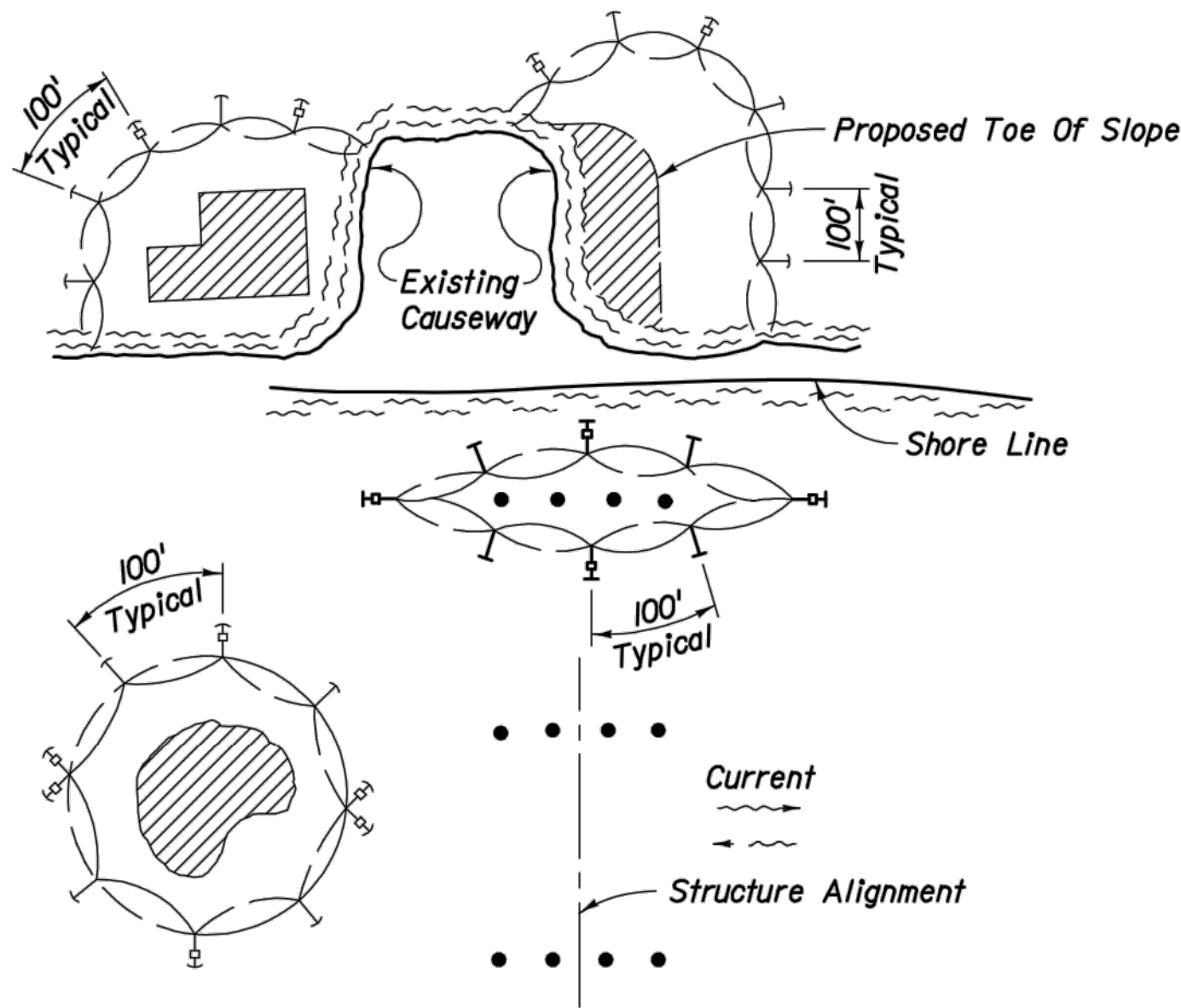
CONCEPT PERMIT DRAWINGS

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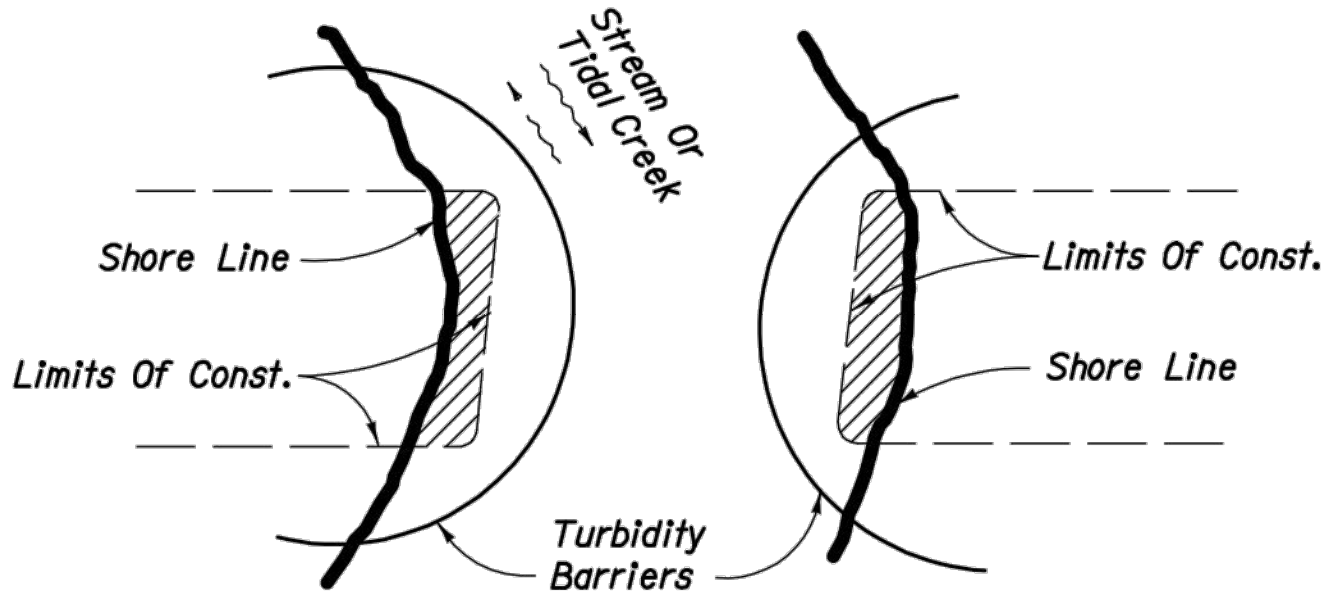
NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS

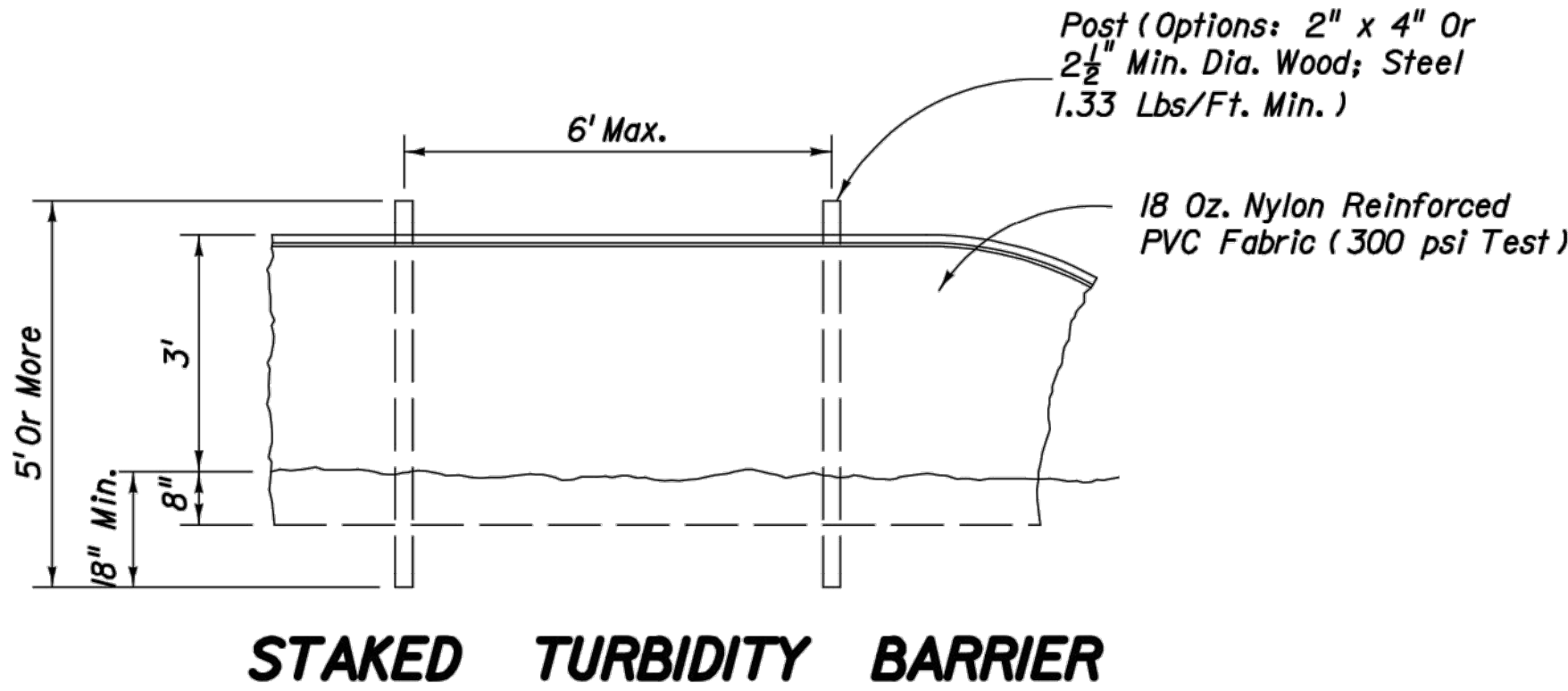


- NOTES:
- 1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
 - 2. Number and spacing of anchors dependent on current velocities.
 - 3. Deployment of barrier around pile locations may vary to accommodate construction operations.
 - 4. Navigation may require segmenting barrier during construction operations.
 - 5. For additional information see Section 104 of the Standard Specifications.

- LEGEND
- Pile Locations
 - ▨ Dredge Or Fill Area
 - ⊕ Mooring Buoy w/Anchor
 - Anchor
 - ↻ Barrier Movement Due To Current Action



Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractors option unless otherwise specified in the plans, however payment will be under the pay item(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.



GENERAL NOTES

- 1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
- 2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.

TURBIDITY BARRIER APPLICATIONS



2006 FDOT Design Standards
TURBIDITY BARRIERS

Last Revision: 00
Sheet No.: 1 of 1
Index No.: 103

CONCEPT PERMIT DRAWINGS

PORTMIAMI

ATKINS

Member of the SNC-Lavalin Group

800 WATERFORD WAY
MIAMI, FLORIDA 33126
(305) 592-7275
LB #0000024

MITIGATION EFFORTS BERTH H
WATSON ISLAND
FINAL PERMIT SKETCHES

TURBIDITY DETAILS

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For U.S. Government agencies, public disclosure is governed by U.S.C. 552 and 49 CFR 1520.

DRAWING HISTORY		
RELEASED FOR	DATE	BY
REVIEW 70 %		
REVIEW 90 %		
REVIEW 100 %		
REVIEW 100 %		
PERMIT		

REVISIONS		
No.	DESCRIPTION	DATE

ENGINEER OF RECORD:	
FILE NAME: TURBIDITY DETAILS	
DATE: SEPT. 2020	SCALE: AS NOTED
SHEET	12
DWG. No.	S-300

EXHIBIT “C”

INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE- PORT MIAMI WATSON ISLAND MITIGATION PROJECT

I. Commercial General Liability

- A. Limits of Liability
- | | |
|---|--------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Products/Completed Operations | \$ 1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement
Waiver of subrogation

II. Business Automobile Liability

- A. Limits of Liability
- | | |
|--|--------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |

B. Endorsements Required

City of Miami listed as an additional insured

III. Worker’s Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy (Excess Follow Form)

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$ 1,000,000

Aggregate \$ 1,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.