

RESOLUTION NO. 2019- 329

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A NON-EXCLUSIVE PERMISSIVE USE AGREEMENT FOR USE OF COUNTY PROPERTY.

WHEREAS, the County owns certain real property located at 1109 ½ Ponte Vedra Boulevard, St. Augustine, Florida 32084, Parcel Account No. 067070-0040 and 067070-0060 (Property); and

WHEREAS, the Property currently provides public parking and public access to the beach.

WHEREAS, Hayward Construction Group (Contractor) seeks temporary use of the Property as a staging area to store sand, heavy equipment, and other accessories (collectively "Equipment") necessary to complete beach dune restoration along portions of the local coastline, which were impacted by the effects of Hurricane Dorian and other tropical storm conditions; and

WHEREAS, both the County and the Contractor acknowledge that such use of the Property may cause permanent damage to certain amenities situated on or at the Property (i.e., parking areas, sidewalks, walkovers, etc.); and

WHEREAS, accordingly, the County and the Contractor seek to enter into a non-exclusive permissive use agreement that sets forth their respective duties and obligations regarding use of the Property.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board hereby authorizes the County Administrator, or designee, to execute a non-exclusive permissive use agreement, in substantially the same form and format as attached hereto, authorizing use of the Property as described herein.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board.

Section 4. This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners this 1st day of October, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

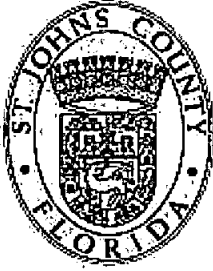
By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Ram Halterman
Deputy Clerk

RENDITION DATE 10/3/19





**NON-EXCLUSIVE PERMISSIVE USE AGREEMENT
FOR USE OF ST. JOHNS COUNTY PROPERTY**

THIS AGREEMENT (Agreement) is made as of this ____ day of _____, 2019 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Hayward Construction Group (Contractor). The County and the Contractor enter into this Agreement on the basis of the following facts, understandings and intentions:

WHEREAS, the County owns certain real property located at 1109 ½ Ponte Vedra Boulevard, St. Augustine, Florida 32084, Parcel Account No. 067070-0040 and 067070-0060 (Property), and more specifically depicted in Attachment 1.

WHEREAS, the Property currently provides public parking and public access to the beach.

WHEREAS, the Contractor seeks temporary use of the Property as a staging area to store sand, heavy equipment, and other accessories (collectively, "Equipment") necessary to complete beach dune restoration along portions of the local coastline, which were impacted by the effects of several hurricanes and tropical storms over the last couple of years.

WHEREAS, both the County and the Contractor acknowledge that such use of the Property may cause permanent damage to certain amenities situated on or at the Property (i.e., parking areas, sidewalks, walkovers, etc.).

WHEREAS, accordingly, the County and the Contractor seek to enter into this Agreement to set forth their respective duties and obligations regarding use of the Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are hereby incorporated into the body of this Agreement, and are adopted by each of the parties as findings of fact.
2. **Incorporation of Attachments.** The following attachments are hereby incorporated into, and made part of this Agreement:

- a. Attachment 1 (Depiction of Property)
- b. Attachment 2 (Site Plan)
- c. Attachment 3 (Operations Plan)
- d. Attachment 4 (Pre-Use Assessment)
- e. Attachment 5 (Schedule of Estimated Values)
- f. Attachment 6 (Proof of Insurance)

3. **Permissive Use (Non-Exclusive).** Subject to the terms and conditions contained herein, the County hereby grants the Contractor permission to enter onto the Property, and non-exclusive use of the Property as a temporary staging area to store the Equipment and to conduct work related to completing beach dune restoration along portions of the local coastline, which were impacted by the effects of Hurricane Dorian.

a. **Duration of Use.** Such use will begin on _____ (Beginning Date), through and until _____ (Ending Date).

b. **Hours of Use.** For the Duration of Use, the County authorizes the Contractor to utilize the Property from sunrise to sunset seven (7) days a week. It is expressly noted that Contractor is responsible for the cost of any radiomen, signage, barricades, etc., necessary to protect the public during the Hours of Use. Any and all access will be determined by the County and notice of any change in access or use will be provided at least one day in advance

c. **Public Access.** For the Duration of Use, the Contractor will allow public access to the Property. Additionally, the Contractor may store the Equipment on the Property, and must take all necessary measures to secure the Equipment from public access. The Contractor understands and agrees that the County assumes no liability for any damage to the Equipment stored on the Property.

d. **Site Plan and Operation Plan.** Upon execution of this Agreement, the Contractor will provide a Site Plan (Attachment 2) and an Operations Plan (Attachment 3) that specifically describes the Equipment and each storage area located on the Property.

i. The Contractor must provide a Site Plan and Operation Plan that, at minimum, includes the following: a plan to protect the public during hours of use; a plan to secure equipment from public access; and a description of each work site.

ii. The Site Plan and Operation Plan is subject to approval by the County. The Contractor shall not begin any work on or at the Property prior to the County's written approval of the Operation Plan.

e. **Condition of the Property.** The Contractor understands and agrees to accept use of the Property in "as-is" condition.

4. **Time is of the Essence.** Time is of the essence with respect to the Contractor's performance under this Agreement. Failure by the Contractor to perform timely on the dates and within the time periods described herein shall constitute a material breach of this Agreement.

5. **Restoration of the Property.**

a. **Clean-Up.** The Contractor will remove all trash and debris generated during use of the Property by no later than five (5) calendar days following the Ending Date. County staff will confirm the parking lot has been satisfactorily cleaned up and is in the same state of cleanliness existing prior to contractor's use of the parking lot.

b. Contractor will be subject to a daily usage fee not to exceed \$_____ per day.

6. **Indemnification.** The Contractor will indemnify, defend and hold harmless the County, its officers, employees, contractors, subcontractors, guests, invitees, volunteers and agents, against any and all claims for loss or expense or suits for damage to persons or property (including the Contractor's property), caused by or arising from use of the Property by the Contractor, its employees, members, agents, and subcontractors. The Contractor acknowledges and agrees that this provision regarding Indemnification survives early termination by either party or expiration of this Agreement.

7. **Insurance.** Prior to its use of the Property, the Contractor shall secure and maintain for the duration of this Agreement comprehensive general liability insurance, to include property damage and bodily injury with minimum policy coverage of \$1,000,000 (Attachment 6). As applicable, the Contractor shall further secure and maintain for the duration of this Agreement, Workers' Compensation Insurance, in an amount no less than is required by applicable Florida Law. The County shall be named as an additional insured on all comprehensive general coverage. Proof of such insurance shall be provided to the Real Estate Department of St. Johns County prior to the Contractor's use of the Property.

8. **Permits, Licenses and Approvals.** Prior to its use of the Property, the Contractor shall secure and maintain all applicable licenses, permits and approvals necessary to complete the work described herein. Proof of such licenses, permits and approvals shall be provided to the Real Estate Department of St. Johns County prior to the Contractor's use of the Property.

9. **Hazards.** The Contractor hereby acknowledges and understands that, in the event that the Contractor's use of the Property creates a public safety hazard as determined in the County's sole discretion, at the Contractor's sole cost and expense, the Contractor shall be required to take all necessary actions to remedy such hazard(s) as directed by the County.

10. **Miscellaneous Provisions.**

a. Neither the County nor the Contractor will assign this Agreement or delegate or subcontract the performance of the Agreement without the prior written consent of the other.

b. This Agreement shall not be amended or modified in any manner except by written instrument properly executed by each party.

c. This Agreement is governed by the laws of the State of Florida, and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any suit, action or

proceeding arising in connection with this Agreement shall be brought in St. Johns County, Florida.

d. No delay or failure by the County to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

e. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of this Agreement.

f. The obligations under this Agreement, which by their nature would continue beyond the expiration of the term of this Agreement, shall survive termination or expiration of this Agreement.

g. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement.

h. This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement. A complete, executed copy of this Agreement shall be enforceable as an original.

i. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

j. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, County and the Contractor have caused this Agreement to be made on the date above written.

COUNTY

By: _____
Michael D. Wanchick
Its: County Administrator

CONTRACTOR

By: _____
Title: _____

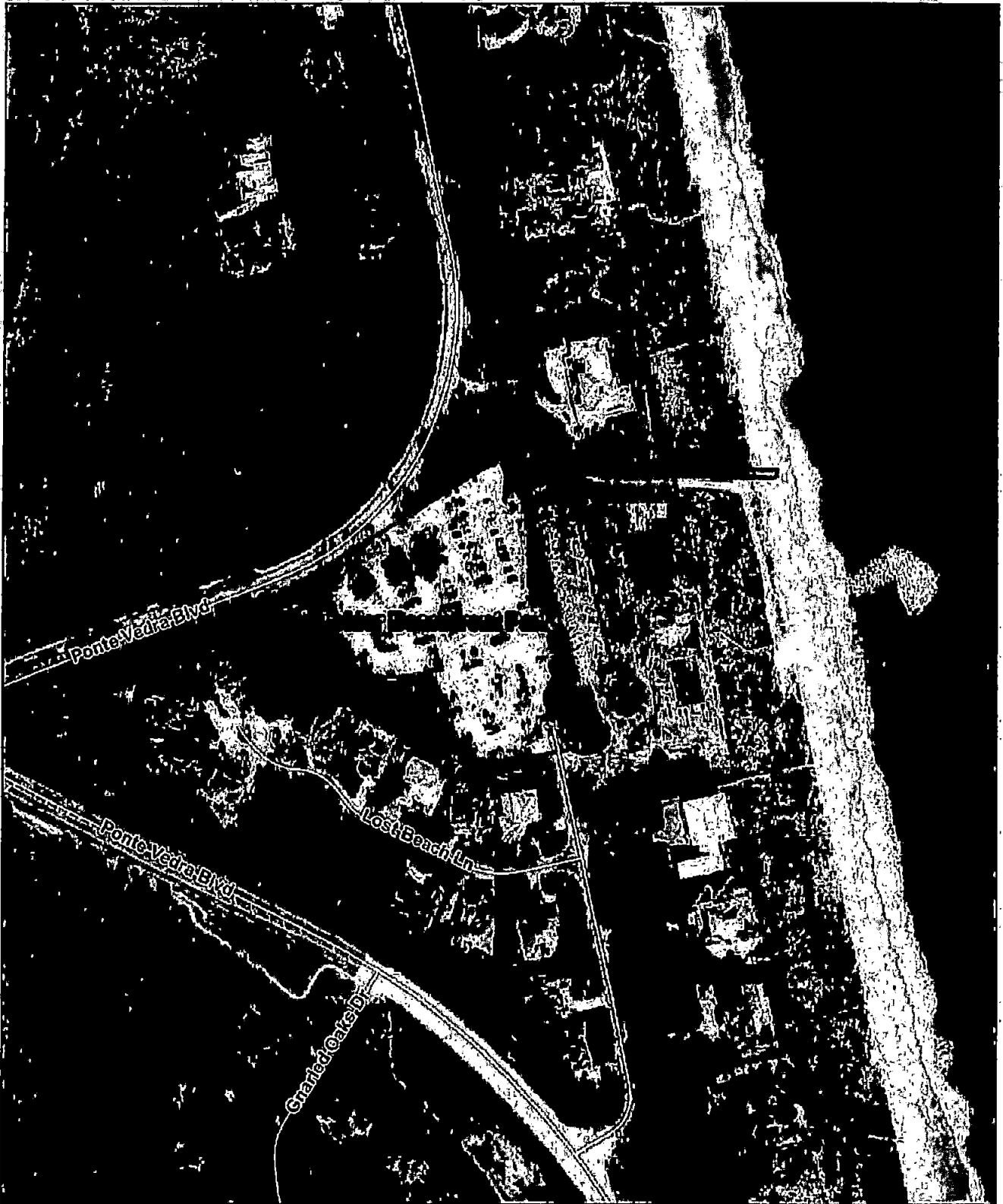
Witness Signature

Print Name

Witness Signature

Print Name

Attachment 1 (Depiction of Property)



Project:

DISCLAIMER:
This map is for reference only. Data provided
are derived from multiple sources with varying
levels of accuracy. St. Johns County GIS Division
disclaims all responsibility for the accuracy or
completeness of the data shown hereon.

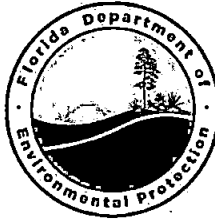


Photography Date: 2/2016

Date Prepared: 12/1/2016

Mickler Beachfront Park





STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
Division of Water Resource Management
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8336

NOTICE TO PROCEED

Permittee Name:

Permit Number:

SJ-1551 GT

James M. and Tabitha A. Furyk, Team 79 Land Trust, Robert J., Jr., Towe Neely Paul
2008 Trust, and Mary Ellen Darretta
c/o Kevin Worley
Worley Shoreline Services
815 4th Street
Neptune Beach, Florida 32266

Permit Expires:

December 18, 2020.

The maintenance phase
shall be perpetual for
the life of the permitted
structure (dune core).

You are hereby granted final authorization to proceed with construction or activities authorized by this notice. Authorized work must conform to the project description, approved plans, all the Special Permit Conditions in the permit and the General Permit Conditions of Section 62B-33.0155, Florida Administrative Code, and any preconstruction requirements.

Project Description: Reconstructed Dune with a Dune Core Consisting of Sand-Filled Geotextile Containers

Project Location: Between approximately 420 feet north and 330 feet south of the DEP's referenced monument R-26, in St. Johns County. Project address: 925, 929, 939, and 941, Ponte Vedra Blvd., Ponte Vedra Beach.

Special Instructions: A preconstruction conference is required (Contact Trey Hatch at (904) 655-1765 to schedule a conference.) The permittee shall comply with all general permit conditions.

Questions regarding the permit or this notice should be directed to the undersigned.

Tony D. McNeal, P.E., Administrator
Coastal Construction Control Line Program

August 13, 2019
Date of Notice

(850) 245-7665
Telephone Number

tony.mcneal@floridadep.gov
Email Address

cc: James M. and Tabitha A. Furyk, tfuryk@comcast.net
Team 79 Land Trust, takennedy21@gmail.com
Team 79 Land Trust, elainekennedy6@gmail.com
Towe Neely Paul 2008 Trust, rolftowe@hotmail.com
Robert J. and Mary Ellen Darretta, medaretta@mac.com
Kevin Worley, Agent, kw@wssbeach.com
Trey Hatch, DEP Field Inspector, Trey.Hatch@myfloridadep.gov
FWC, marineturtle@MYFWC.com
Mary Duncan, FWC, mary.duncan@MyFWC.com
Tara Dodson, St. Johns County Environmental Supervisor, tdodson@sjcfl.us
Jan Brewer, St. Johns County, jbrewer@sjcfl.us
Jim Schock, St. Johns County Building Department, jschock@sjcfl.us

Post Conspicuously on the Site



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
Division of Water Resource Management
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8336

NOTICE TO PROCEED

Permittee Name:

Permit Number:

SJ-1554 GT

Scott H. and Sarah Phillips, Scott Liggett, Kenneth R. Kovacs and Kathleen D. McCormack, John H., II, and Patricia Shields, Earle H., Jr., and Suzanne S. Harbison, Trustees, and Cynthia B. Walls, Trustee
c/o Kevin Worley
Worley Shoreline Services
815 4th Street
Neptune Beach, Florida 32266

Permit Expires:

December 14, 2020.

The maintenance phase shall be perpetual for the life of the permitted structure (dune core).

You are hereby granted final authorization to proceed with construction or activities authorized by this notice. Authorized work must conform to the project description, approved plans, all the Special Permit Conditions in the permit and the General Permit Conditions of Section 62B-33.0155, Florida Administrative Code, and any preconstruction requirements.

Project Description: Reconstructed Dune with a Dune Core Consisting of Sand-Filled Geotextile Containers

Project Location: Between approximately 57 feet north and 916 feet south of the DEP's referenced monument R-31, in St. Johns County. Project address: 1065/1069, 1071, 1075, 1077, 1083, and 1085 Ponte Vedra Blvd., Ponte Vedra Beach.

Special Instructions: A preconstruction conference is required (Contact Trey Hatch at (904) 655-1765 to schedule a conference.) The permittee shall comply with all general permit conditions.

Questions regarding the permit or this notice should be directed to the undersigned.

Tony D. McNeal, P.E., Administrator
Coastal Construction Control Line Program

August 13, 2019
Date of Notice

(850) 245-7665
Telephone Number

tony.mcneal@floridadep.gov
Email Address

cc: Scott H. and Sarah Phillips, sphillips@emsmiami.com
Scott Liggett, sl188@msn.com
Kenneth R. Kovacs and Kathleen D. McCormack, kkovacs@jaxcid.com
John H., II, and Patricia Shields, jhshields2@aol.com
Earle H., Jr., and Suzanne S. Harbison, Trustees, pvanwinkle@harbison.com
Cynthia B. Walls, Trustee, johnmwalls21@gmail.com
Kevin Worley, Agent, kw@wssbeach.com
Trey Hatch, DEP Field Inspector, Trey.Hatch@myfloridadep.gov
FWC, marineturtle@MYFWC.com
Mary Duncan, FWC, mary.duncan@MyFWC.com
Tara Dodson, St. Johns County Environmental Supervisor, tdodson@sjcfl.us
Jan Brewer, St. Johns County, jbrewer@sjcfl.us
Jim Schock, St. Johns County Building Department, jschock@sjcfl.us

Post Conspicuously on the Site



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION
Division of Water Resource Management
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-8336

NOTICE TO PROCEED

Permittee Name:

Frank E. Schiavone, Trustee, PV Beach, LLC, and Shyam B and Sharon G. Paryani,
c/o Kevin Worley
Worley Shoreline Services
815 4th Street
Neptune Beach, Florida 32266

Permit Number:

SJ-1556 GT

Permit Expires:

December 18, 2020.

The maintenance phase shall be perpetual for the life of the permitted structure (dune core).

You are hereby granted final authorization to proceed with construction or activities authorized by this notice. Authorized work must conform to the project description, approved plans, all the Special Permit Conditions in the permit and the General Permit Conditions of Section 62B-33.0155, Florida Administrative Code, and any preconstruction requirements.

Project Description: Reconstructed Dune with a Dune Core Consisting of Sand-Filled Geotextile Containers

Project Location: Between approximately 160 feet north and 440 feet south of the DEP's referenced monument R-29, in St. Johns County. Project address: 1001, 1025, and 1029 Ponte Vedra Blvd., Ponte Vedra Beach.

Special Instructions: A preconstruction conference is required (Contact Trey Hatch at (904) 655-1765 to schedule a conference.) The permittee shall comply with all general permit conditions.

Questions regarding the permit or this notice should be directed to the undersigned.

Tony D. McNeal, P.E., Administrator
Coastal Construction Control Line Program

August 13, 2019
Date of Notice

(850) 245-7665
Telephone Number

tony.mcneal@floridadep.gov
Email Address

cc: Shyam B. and Sharon G. Paryani, sbaryani@gmail.com
PV Beach, LLC, ssichko@bowditch.com
Frank E. Schiavone, Trustee, frank.schiavone@comcast.net
Kevin Worley, Agent, kw@wssbeach.com
Trey Hatch, DEP Field Inspector, Trey.Hatch@myfloridadep.gov
FWC, marineturtle@MYFWC.com
Mary Duncan, FWC, mary.duncan@MyFWC.com
Tara Dodson, St. Johns County Environmental Supervisor, tdodson@sjcfl.us
Jan Brewer, St. Johns County, jbrewer@sjcfl.us
Jim Schock, St. Johns County Building Department, jschock@sjcfl.us

Post Conspicuously on the Site



September 16, 2019

Ms. Sheri Lewis
St Johns County Properties
500 San Sebastian View
St. Augustine, FL. 32084

Mr. Billy Zeits
St Johns County Parks & Recreation
2175 Mizell Road
St. Augustine, FL. 32080

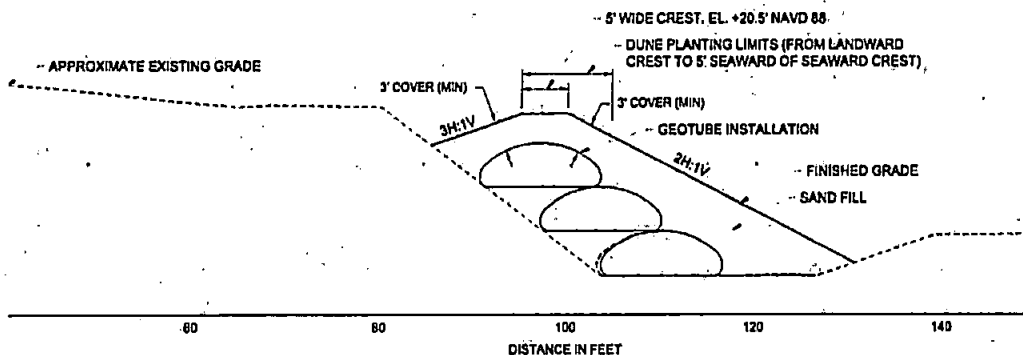
Re: Worley Shoreline Service Site Plan for Micklers Landing Beachfront Park

Dear Sheri and Billy,

Thank you for meeting with me on Wednesday, September 11, 2019 to discuss the possible use of Micklers for a dune restoration and geotube installation project. Your guidance is appreciated to assist Worley Shoreline Service (WSS) and the residents of Ponte Vedra Beach (PVB) to be allowed to use Micklers. Per our discussion, I have outlined below a more detailed site and operational plan for your review and input.

Scope of Work

The installation 2221 linear feet of geotubes and dune renourishment is planned to be completed within 45-60 days, weather dependent. The dune renourishment includes over 18,000 tons of DEP compliant sand to be sloped at a 3:1 or 2:1 angle. The dunes will be planted with sea oats to enhance and improve the local habitat. The sand will be delivered using tractor trailers which minimizes truck traffic and saves money. WSS is working with the following vendors and their respective expertise: Hayward Construction / beach sand logistics, dune final grade, and evening groom, CFT Trucking / trucking DEP compliant sand from Palatka, FL to Micklers, Flint Industries / geotube manufacturer, Boatwright Surveyors / surveying geotubes. Cross sectional of the dune shown below.



TYPICAL GEOTUBE INSTALLATION AND SAND FILL SECTION



Regulatory

The 13 PVB residents have personally invested significant capital to protect their homes and remaining dune structure. With no other options available, the PVB residents consolidated their needs and are self-performing with a dune re-enforcement and sand renourishment program. The 13 Ponte Vedra Boulevard residents comprise of 3 chains of contiguous homes.

Chain number	Number of homes	Ponte Vedra Blvd address	DEP Permit Number
Chain 1	6	1065, 1069, 1071, 1075, 1077, 1085	SJ-1554 GT
Chain 2	3	1001, 1025, 1029	SJ-1556 GT
Chain 4	4	925, 929, 939, 941	SJ-1551 GT

Equipment operations area

The equipment parking and operations area will be located in the southern end of the parking lot. This location keeps the equipment to the rear of the parking lot. WSS will utilize construction silt fencing staked around the nearby landscape islands to minimize the sand run-off and to protect the plantings. The truck traffic areas will be lined with safety cones to provide a clear visual reference of the truck operations areas.



Micklers Landing damage mitigation

WSS has been involved with (3) three sand renourishment operations from Micklers with different vendors. Based on this experience we have worked with various professionals to minimize the possible damage to the parking lot. Damage mitigation procedures include:

- Installation of a geotextile fabric over the storm drains to eliminate the possibility of sand being washed into the storm drains.



- Use of 1-ton steel plates to be placed over the storm drains and corners near the islands. These plates minimize the possible breaking at the edges of the asphalt.
- Placing sheets of plywood in the sand load/unloading area. The plywood provides a protective barrier from the front-end loader bucket and disperses the weight of the equipment.
- Packing of sand on the parking lot and vehicle drive lanes. We have used up to 1-foot of sand to act as a protective barrier for the parking lot.
- Use of geotextile mat from the eastern edge of the walkway to the beach. This mat will allow sand trucks to dump sand directly on the beach. This alternative site minimizes the off-road truck driving in the parking lot, and increases safety since the equipment movement is out of the pedestrian walkway area.

Public safety measures

Hayward personnel will be using radio communication to safely coordinate the pedestrian and truck traffic through the walkway area. Hayward will be directing beach foot traffic to utilize the new walkway and to stay off the vehicle access path.

Equipment security

The park will be locked up every night and our equipment and tools will be locked in conex boxes. We plan on parking the heavy equipment in front of the conex doors to deter theft and vandalism of equipment.

Property damage liability

Since the asphalt is new and has not cured, and the cement ramp is in a vulnerable location, Hayward Construction and CFT Trucking cannot be liable for cosmetic or physical damage of the new parking lot improvements. Both Hayward and CFT accept liability for their own employees that cause direct damage to the site or accompanying fixtures. For example, if an employee ran into a light pole, this would be covered under vendor's liability insurance. I have attached a copy of Hayward's and CFT Trucking's certificate of insurance as an attachment.

Operational 7-days per week

We have an operational necessity to work 7-days a week. The residents of the ocean front properties live on a beach that has been deemed by the DEP as "significant or critically" eroded. Homeowners lost between 60—130 feet of once was a protective and thriving dune. The residents recently endured the effects of Hurricane Dorian (9/4/19) and the tropical nor'easter on 9/15/19. Unfortunately, the existing condition of the beach offers no protection from future erosive wave events. Since the nor'easter season (December – February), will be quickly upon us we need get dune protection installed in the most expeditious time possible.



Proposed timeframe

We are planning on mobilizing into the Micklers parking lot on Monday October 28, 2019. During this week, we will be unloading equipment and setting up protective measures for the parking lot. In addition, we will start receiving sand deliveries as a pre-load for the first week and commence beach operations day of Friday, November 1, 2019. The demobilization and Mickler park cleanup will be completed in 3-days.

Hours of Operation

The geotube installation and dune renourishment operation will be 0600-1800, with truck operations starting at sunrise and terminating at sunset. The 0600-0700 time period will be used for equipment refueling, ops planning, and the daily safety briefing. The all terrain personnel vehicles will be used during the early hours to mark properties with stakes for daily operations. The sand deliveries from CFT Trucking will be Monday-Friday daylight hours.

Please use the proposed plan as a template to a finalized plan with you and others within your respective departments. I look forward to your expeditious review, please call me at (904) 652-4152, if you have any questions regarding our plan.

Regards,

A handwritten signature in black ink, appearing to read "Kevin Worley".

Kevin Worley

Attachments

Notice to Proceed SJ-1551 GT

Notice to Proceed SJ-1554 GT

Notice to Proceed SJ-1556 GT

Hayward Construction Certificate of Insurance

CFT Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME:		
	PHONE (A/C, No, Ext): 813 321-7500	FAX (A/C, No): 813 321-7525	
	E-MAIL ADDRESS:		
INSURED Central Florida Transport LLC PO Box 700 Coleman, FL 33521	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Specialty Insurance Company		12537
	INSURER B : Underwriters at Lloyd's London		NONAIC
	INSURER C : Accident Fund Ins Company of America		10166
	INSURER D : Travelers Property Casualty Co of Amer		25674
	INSURER E : Clear Blue Insurance Company, Inc.		28860
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	USA4266845	05/01/2019	05/01/2020	EACH OCCURRENCE \$4,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$4,000,000
							GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AQ1YFL00036301	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCT1014719	05/01/2019	05/01/2020	EACH OCCURRENCE \$2,000,000
							AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCS7500544	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Motor Truck Cargo			QT6602L720949TIL19	06/19/2019	06/19/2020	\$100,000 / \$20,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: PVB Geotube and Sand Renourishment
Worley Shoreline Services is listed as Additional Insured on a Primary & Non-Contributory basis with respects to General Liability and Auto Liability.

CERTIFICATE HOLDER Worley Shoreline Services 356 Whitfield Road Freeport, FL 32439	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

This page has been left blank intentionally.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelly White & Associates Insurance, LLC P.O. Box 350909 Jacksonville FL 32235		CONTACT NAME: HOUSE PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: kelly@kwhiteinsurance.com																					
INSURED Hayward Construction Group, LLC 12058 San Jose Blvd #1003 Jacksonville FL 32223		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property & Casualty Company</td> <td></td> <td>36161</td> </tr> <tr> <td>INSURER B: Travelers Property & Casualty Company</td> <td></td> <td>36161</td> </tr> <tr> <td>INSURER C: Travelers Property & Casualty Company</td> <td></td> <td>36161</td> </tr> <tr> <td>INSURER D: American Interstate Ins Co</td> <td></td> <td>31895</td> </tr> <tr> <td>INSURER E: Travelers Property & Casualty Company</td> <td></td> <td>36161</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Travelers Property & Casualty Company		36161	INSURER B: Travelers Property & Casualty Company		36161	INSURER C: Travelers Property & Casualty Company		36161	INSURER D: American Interstate Ins Co		31895	INSURER E: Travelers Property & Casualty Company		36161	INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A: Travelers Property & Casualty Company		36161																					
INSURER B: Travelers Property & Casualty Company		36161																					
INSURER C: Travelers Property & Casualty Company		36161																					
INSURER D: American Interstate Ins Co		31895																					
INSURER E: Travelers Property & Casualty Company		36161																					
INSURER F:																							

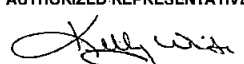
COVERAGES **CERTIFICATE NUMBER:** HAYW1909161405254 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Protection & Indemnity <input checked="" type="checkbox"/> Jones Act/Crew GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZOL-10T38037-19-ND	07/12/2019	07/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA8N913111	04/11/2019	04/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000,			ZOB16N34198	07/12/2019	07/12/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCFL2765282019	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER Includes USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Rented/Leased Equipment			660-7A538302	07/12/2019	07/12/2020	Any one item 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Ponte Vedra Sand Project

CERTIFICATE HOLDER WORLEY'S SHORELINE SERVICES WSS INC 356 Whitfield Rd. Freeport FL 32439	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.