

RESOLUTION NO. 2022-399

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A NON-EXCLUSIVE PERMISSIVE USE AGREEMENT FOR USE OF ST. JOHNS COUNTY PROPERTY AT POPE ROAD BEACH PARKING LOT FOR EMERGENCY REPAIRS AND POST-STORM CLEAN UP.**

**RECITALS**

**WHEREAS**, St. Johns County has an existing Non- Exclusive Permissive Use Agreement with Hayward Construction Group, LLC, for use of St. Johns County property, located at Pope Road beach parking lot on AIA Beach Boulevard, for construction access to affect seawall repairs to the adjacent property; and

**WHEREAS**, due to Hurricane Ian, the scope of work has significantly increased and the sea wall must undergo emergency repairs; and

**WHEREAS**, in order to affect the emergency repairs and post-storm clean up, the parties desire to terminate the current Agreement and replace it with a new Non-Exclusive Permissive Use Agreement, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, to enlarge the scope of work and extend the timelines for completion and site restoration; and

**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 by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

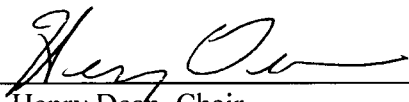
**Section 2.** The Board of County Commissioners hereby approves the terms of the Non-Exclusive Permissive Use Agreement for use of St. Johns County Property and authorizes the County Administrator, or designee, to execute said Agreement.

**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 of County Commissioners.

**Section 4.** The Clerk of the Court of St. Johns County is instructed to file the original Non-Exclusive Permissive Use Agreement in the Public Records of St. Johns County, Florida.


**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18 day of October, 2022.

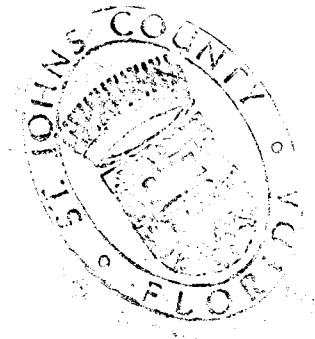
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

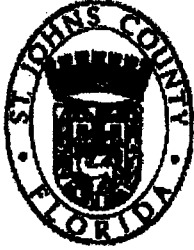
BY:   
Henry Dean, Chair

Rendition Date 10/19/22

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

  
Deputy Clerk





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

**THIS AGREEMENT** (Agreement) is made as of this 15 day of September, 2022 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and **Hayward Construction Group, LLC** (Contractor). The County and the Contractor enter into this Agreement on the basis of the following facts, understandings and intentions:

**WHEREAS**, the County operates and maintains certain real property located East of A1A Beach Blvd., adjacent to the north of 300 A1A Beach Blvd., Parcel Account No. 161060-0001 (Property), and more specifically depicted in Attachment 1.

**WHEREAS**, the Property currently serves as public beach access and parking as shown in Attachment 1, map attached hereto.

**WHEREAS**, the Contractor seeks temporary use of the Property as access for machinery and equipment to deliver materials and to perform repairs on the seawall located on adjacent property, 300 A1A Beach Blvd., owned by Key Beach, LLC, a Florida limited liability company (Client).

**WHEREAS**, for the health and safety of the public it is necessary for the Contractor to secure a portion of the Property from public access during the hours of use. Public access to parking and beach access point at north end of Property will remain open. Contractor will set up barriers with appropriate warning signs at the beach approach to ensure separation from public and construction activities. Contractor shall provide personnel to ensure the public does not enter the portion of Property being utilized by Contractor.

**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 and Operations Plan)

- c. Attachment 3 (Proof of Insurance)
  - d. Attachment 4 (Pre-Use Assessment of the Property)
  - e. Attachment 5 (Security for Restoration Costs)
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 to stage equipment.
  4. **Duration of Use.** Such use will begin on **September 19, 2022 to from 7:00 a.m. to 5:00 p.m. (Beginning Date), and concluding on October 21, 2022 (Ending Date),** unless otherwise authorized by the County in writing.
  5. **Public Access.** For the Duration of Use, the Contractor will restrict public access to the Property, only during the specified hours of use. The Contractor understands and agrees no Equipment or Materials shall remain on the Property at any time other than the specified hours of use. The Contractor understands and agrees that the County assumes no liability for any damage to any Equipment stored on the Property.
    - a. **Site Plan.** Upon execution of this Agreement, the Contractor will provide a site plan that specifically describes the Equipment and each storage area located on the Property (Site Plan).
    - b. **Operations Plan.**
      - i. The Contractor must provide an operations plan that, at minimum, includes the following: a plan of the hours of use; a plan to restrict public access; a plan to secure equipment from public access;
      - ii. The Operations 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 Operations Plan.
    - c. **Condition of the Property.** The Contractor understands and agrees to accept use of the Property in "as-is" condition.
  6. **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.
  7. **Restoration of the Property.**
    - a. **Clean-Up.** The Contractor will remove all trash generated during use of the Property by no later than two (2) calendar days following the Ending Date.

- b. **Pre-Use Assessment.** Prior to the Contractor's use as described herein, the Contractor and a County representative shall inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) of the pre-use condition of the Property shall be attached hereto as Attachment 4, and incorporated herein. By executing this Agreement, the Contractor hereby accepts such assessment, and agrees that it is a true and accurate statement regarding the condition of the Property prior to use.
  
  - c. **Post-Use Assessment.** By no later than five (5) business days after the Contractor completes use of the Property or the Ending Date, whichever occurs first, the Contractor and a County representative will inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) shall be completed and provided to the Contractor detailing the extent of damage to the Property.
  
  - d. **Restoration.** Except normal wear and tear caused by pedestrian and/or passenger vehicle traffic, or damages caused by activities unrelated to the Contractor's use of the Property, the Contractor is solely liable to restore the Property to its pre-use condition. Accordingly, the Contractor shall provide all labor, materials, costs and expenses necessary to restore the Property to its pre-use condition.
  
  - e. **Security for Restoration Costs.** The County has estimated that the cost to restore the Property to its pre-use condition is **\$5,000 (Estimated Restoration Costs)**. As a condition of entering into this Agreement, upon execution, the Contractor shall provide to the County, in a form and format approved by the County, a letter of credit or other payment security equal to the Estimated Restoration Costs. The County shall return to the Contractor the full balance of the payment security within ten (10) days following the Contractor's restoration of the Property as provided above in Paragraph 5(d).
  
  - f. **Timing.** Unless otherwise authorized in writing by the County, the Contractor shall complete restoration of the Property by no later than **October 31, 2022**.
8. **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 Client'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.
9. **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. 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 County Land Management Department prior to the Contractor's use of the Property.

**10. 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.

**11. 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.

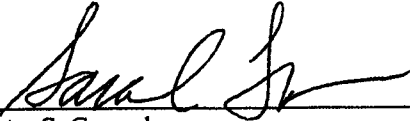
**12. Miscellaneous Provisions.**

- 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

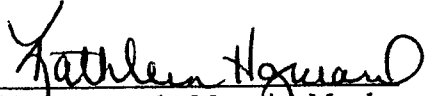
authorized representative.

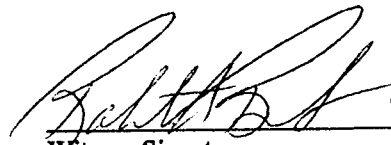
IN WITNESS WHEREOF, County and the Contractor have caused this Agreement to be made on the date above written.

ST JOHNS COUNTY

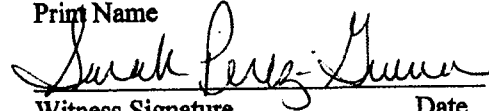
By:   
Hunter S. Conrad  
Its: County Administrator  
Date

HAYWARD CONSTRUCTION  
GROUP, LLC

By:   
Kathleen Hayward - Managing Member  
Date: 9/15/22

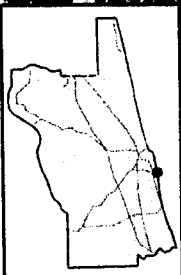
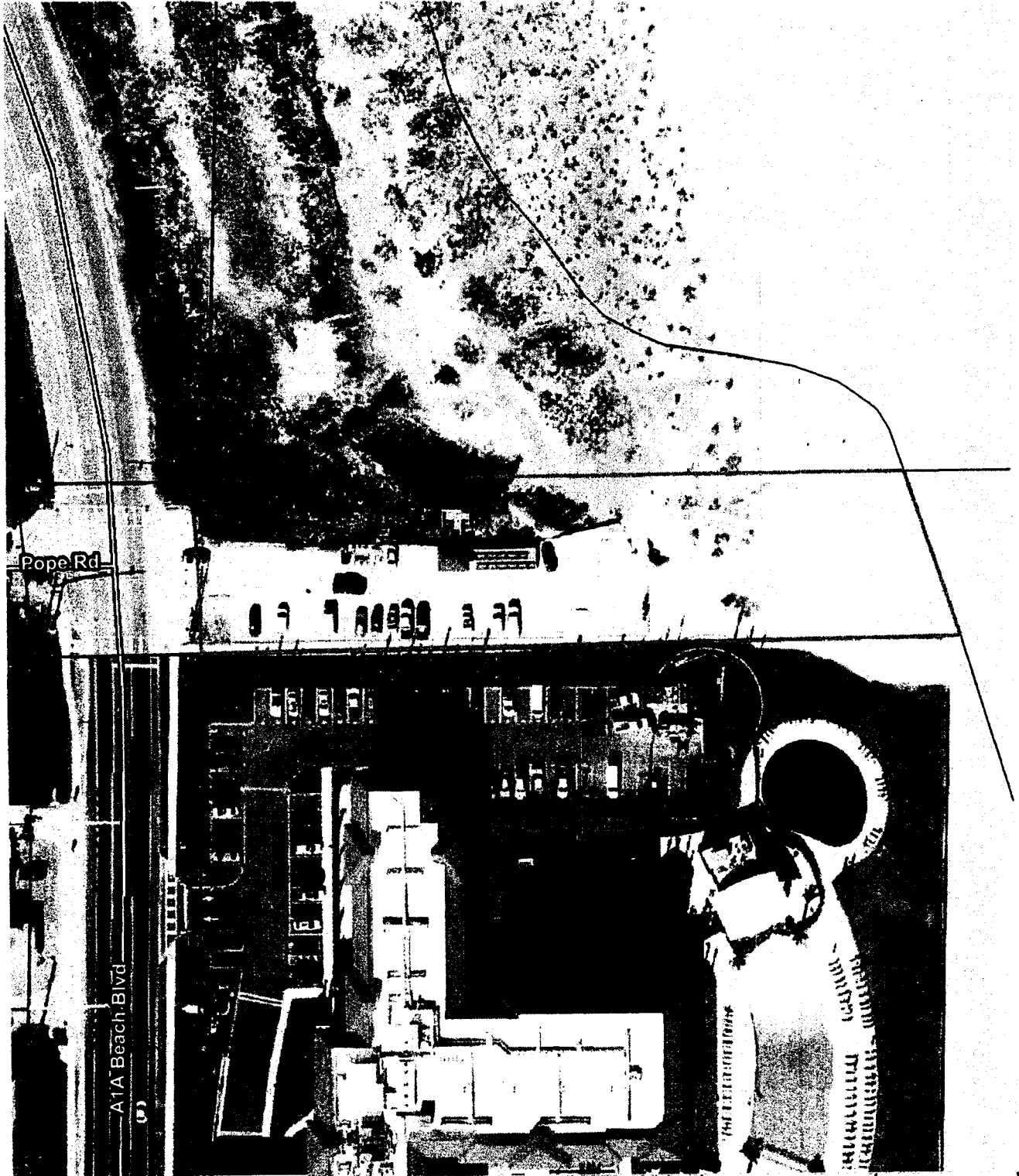
 9-15-22  
Witness Signature Date

Robert A. Baumaster  
Print Name

 9/15/22  
Witness Signature Date

Sarah Perez-Gonzalez  
Print Name

Attachment 1  
Depiction of  
Property



2019 Aerial Imagery  
0 15 30 60  
Feet  
Date: 3/1/2021

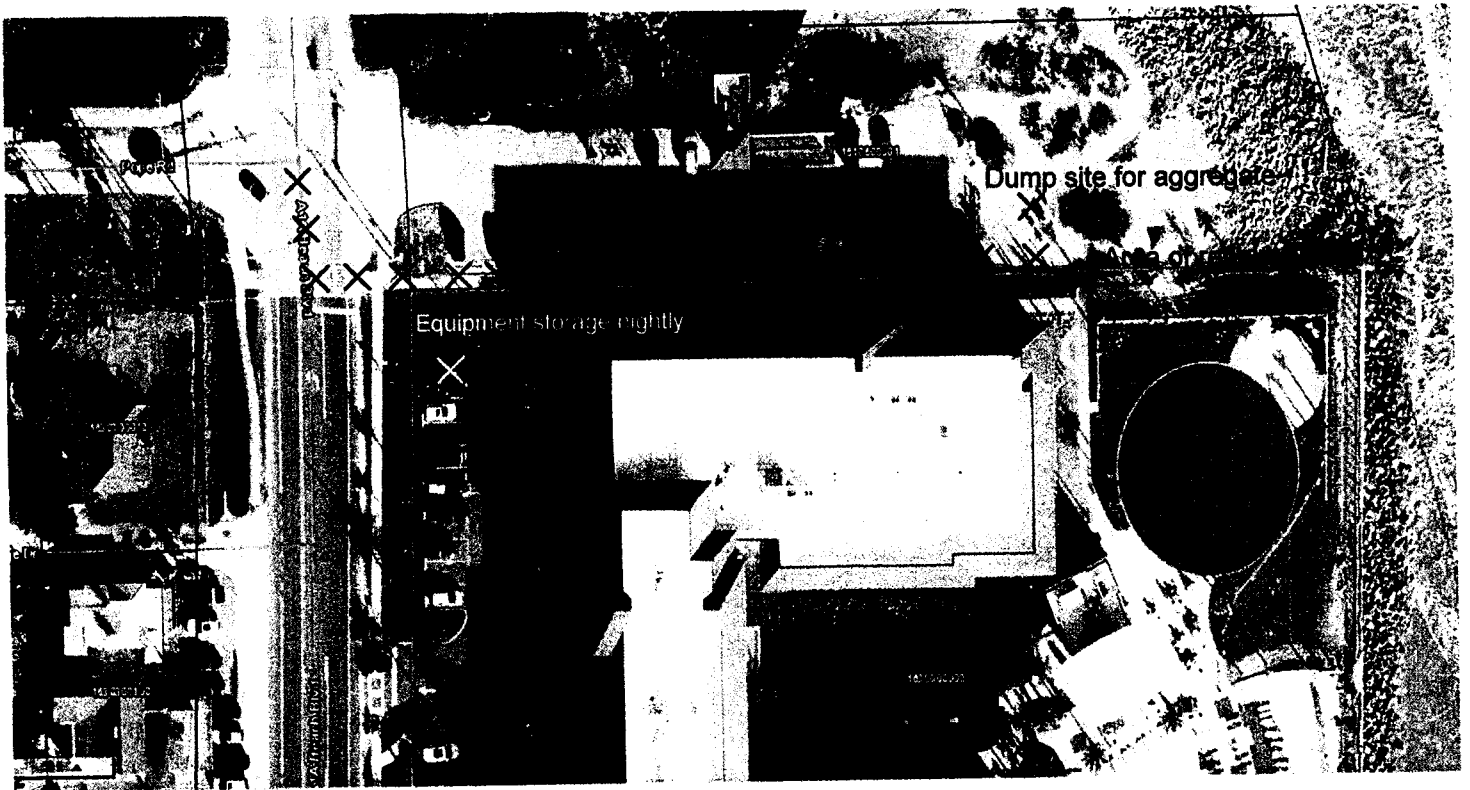
Permissive Use Agreement  
Key Beach North, LLC  
Embassy Suites

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782  
Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate  
Division disclaims all responsibility  
for the accuracy or completeness  
of the data shown hereon.





Attachment 2, Page 1  
Site Plan



Aggregates will be received by backing down xx area to the dump site, via assistance of flagman for traffic control. Machinery will use same xx path to access repair site. Machinery will be removed and place in storage area nightly.

WORK AREA ADDRESS: 300 A1A BEACH BLVD, ST. AUGUSTINE

FLAGGER TO BE USED TO CONTROL TRAFFIC DURING USE OF MACHINERY, DUMPING & PLACING OF THE REVETMENT & EQUIPMENT MOBILIZATION ETC.



TEMPORARY TRAFFIC CONTROL SHALL COMPLY WITH THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (102-600 SERIES INDEX NUMBERS) AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

REFER TO FDOT INDEX NUMBER 102-604  
SPEED LIMIT ON A1A BEACH BLVD IS 35 MPH

TEMPORARY SIGN SUPPORT NOTES:  
1. All signs shall be supported by a minimum of two posts.  
2. All signs shall be supported by a minimum of two posts.  
3. All signs shall be supported by a minimum of two posts.  
4. All signs shall be supported by a minimum of two posts.

**LEGEND**

= WORK AREA

= FLAGGER

DOT awarded by  
**Big BARRICADES, Inc.**  
CORPORATE NUMBER: 1001000000000000

**PLAN NOT TO SCALE**

**FDOT** This Certifies that  
J. AMELIA BERTALAN

Has Completed a Florida Department of Transportation Approved  
Temporary Traffic Control (TTC) Advanced (Advanced) Course.

Date Expires: 06/28/2025 Certificate # 78723  
Signature: Ronald C. Acce FDOT Provider # 134

AKSW Consulting, Inc.  
Phone: 866.747.3000  
5615 Greenway Lane  
Kissimmee, FL 32755  
www.aksww.com  
info@aksww.com

Attachment 3



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/08/2022

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).

<b>PRODUCER</b> Kelly White & Associates Insurance, LLC 1622 Hickman Road  Jacksonville FL 32216	CONTACT NAME: HOUSE PHONE (A/C No. Ext): 904-880-8881 E-MAIL ADDRESS: kelly@kwhiteinsurance.com FAX (A/C. No): INSURER(S) AFFORDING COVERAGE	NAIC # 36161
	INSURER A: Travelers Property & Casualty Company INSURER B: Travelers Property & Casualty Company INSURER C: Travelers Property & Casualty Company INSURER D: American Interstate Ins Co INSURER E: Great American Insurance Group INSURER F:	36161 36161 36161 31895

**COVERAGES**      **CERTIFICATE NUMBER:** HAYW22090815511006      **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 SUBR (NSD) 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"/> Protection & Indemnity <input checked="" type="checkbox"/> Jones Act/Crew	X	ZOL-10T38037-21-ND	07/12/2022	07/12/2023	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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB					
	<input checked="" type="checkbox"/> RETENTION \$ 50,000					
B	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		BA3P478176	04/11/2022	04/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		ZOB16N34198	07/12/2022	07/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	AVWCFL3077322022	04/01/2022	04/01/2023	<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	Vessel Pollution		OMH 349-18-14	07/12/2022	07/12/2023	OPA \$1,000,000 CERCLA \$1,000,000

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

Project: Access use for seawall revetment repairs at 300 A1A Beach Blvd (Embassy Suites). Certificate Holder is listed as Additional Insured as required per written contract.

<b>CERTIFICATE HOLDER</b>  St. Johns County Board of County Commissioners (BCC) 500 San Sebastian View  St. Augustine FL 32084	<b>CANCELLATION</b> 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 



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

**THIS AGREEMENT** (Agreement) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Hayward Construction Group, LLC, a Florida limited liability company (Contractor). The County and the Contractor enter into this Agreement on the basis of the following facts, understandings and intentions:

**WHEREAS**, the County operates and maintains certain real property located East of A1A Beach Blvd. and lying adjacent to and north of 300 A1A Beach Blvd., Parcel Account No. 161060-0001 (Property), and more specifically depicted in Attachment 1.

**WHEREAS**, the Property currently serves as public beach access and parking as shown in Attachment 1, map attached hereto.

**WHEREAS**, the Contractor and County have an existing Permissive Use Agreement dated September 15, 2022, permitting the Contractor temporary use of a portion of the Property as access for machinery and equipment to deliver materials and to perform repairs on the seawall located on adjacent property, 300 A1A Beach Blvd., owned by Key Beach North, LLC, a Florida limited liability company (Client).

**WHEREAS**, due to Hurricane Ian the scope of work has significantly increased and the sea wall must undergo emergency repairs. In order to accommodate the increase in equipment, machinery and supplies needed to provide the emergency repairs and for public safety, the Contractor seeks temporary use of the Property to include fully closing the Property to the public until Restoration, as described in this agreement, is complete.

**WHEREAS**, the parties desire to terminate the current Agreement and replace it with this Agreement to enlarge the scope of work and extend the timelines for completion and site restoration.

**WHEREAS**, for the health and safety of the public it is necessary for the Contractor to secure the Property from public access during the hours of use. Contractor will set up barriers with appropriate warning signs at the beach approach to ensure separation from public and construction activities. Contractor shall provide personnel to ensure the public does not enter the Property being utilized by Contractor.

**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:
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  - b. Attachment 2 (Site Plan and Operations Plan)
  - c. Attachment 3 (Proof of Insurance)
  - d. Attachment 4 (Pre-Use Assessment of the Property)
  - e. Attachment 5 (Security for Restoration Costs)
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 to stage equipment.
4. **Duration of Use.** Such use will begin on **October 19, 2022 from 7:00 a.m. to 5:00 p.m. (Beginning Date)**, may continue for a period of up to thirty (30) days. Unless otherwise authorized by the County in writing, use of the Property shall end by no later than **November 18, 2022 (Ending Date)**.
5. **Public Access.** For the Duration of Use, the Contractor will restrict public access to the Property. The Contractor understands and agrees that the County assumes no liability for any damage to any Equipment stored on the Property.
  - a. **Site Plan.** Upon execution of this Agreement, the Contractor will provide a site plan that specifically describes the Equipment and each storage area located on the Property (Site Plan).
  - b. **Operations Plan.**
    - i. The Contractor must provide an operations plan that, at minimum, includes the following: a plan of the hours of use; a plan to restrict public access; a plan to secure equipment from public access;
    - ii. The Operations 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 Operations Plan.
  - c. **Condition of the Property.** The Contractor understands and agrees to accept use of

the Property in “as-is” condition.

6. **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.

7. **Restoration of the Property.**

a. **Clean-Up.** The Contractor will remove all trash generated during use of the Property by no later than two (2) calendar days following the Ending Date.

b. **Pre-Use Assessment.** Prior to the Contractor’s use as described herein, the Contractor and a County representative shall inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) of the pre-use condition of the Property shall be attached hereto as Attachment 4, and incorporated herein. By executing this Agreement, the Contractor hereby accepts such assessment, and agrees that it is a true and accurate statement regarding the condition of the Property prior to use.

c. **Post-Use Assessment.** By no later than five (5) business days after the Contractor completes use of the Property or the Ending Date, whichever occurs first, the Contractor and a County representative will inspect the Property (including taking photos) to assess its condition. A written assessment (including photos) shall be completed and provided to the Contractor detailing the extent of damage to the Property.

d. **Restoration.** Except normal wear and tear caused by pedestrian and/or passenger vehicle traffic, or damages caused by activities unrelated to the Contractor’s use of the Property, the Contractor is solely liable to restore the Property to its pre-use condition, as described in Pre-Use Assessment dated 9/15/22 (Attachment 4). Accordingly, the Contractor shall provide all labor, materials, costs and expenses necessary to restore the Property to its pre-use condition.

e. **Security for Restoration Costs.** The County has estimated that the cost to restore the Property to its pre-use condition is **\$5,000 (Estimated Restoration Costs)**. As a condition of entering into this Agreement, upon execution, the Contractor shall provide to the County, in a form and format approved by the County, a letter of credit or other payment security equal to the Estimated Restoration Costs. The County shall return to the Contractor the full balance of the payment security within ten (10) days following the Contractor’s restoration of the Property as provided above in Paragraph 5(d).

f. **Timing.** Unless otherwise authorized in writing by the County, the Contractor shall complete restoration of the Property by no later than **November 20, 2022**.

8. **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 Client's property), caused by or arising from use of the Property by the Company, its employees, members, agents, and subcontractors. The Company acknowledges and agrees that this provision regarding Indemnification survives early termination by either party or expiration of this Agreement.
9. **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. 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 County Land Management Department prior to the Contractor's use of the Property.
10. **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.
11. **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.
12. **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.

ST JOHNS COUNTY

HAYWARD CONSTRUCTION GROUP,LLC

By: \_\_\_\_\_  
Hunter S. Conrad Date

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathleen Hayward – Managing Member

Its: County Administrator

\_\_\_\_\_  
Witness Signature Date

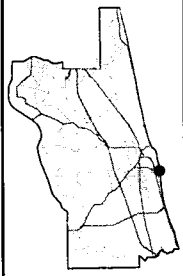
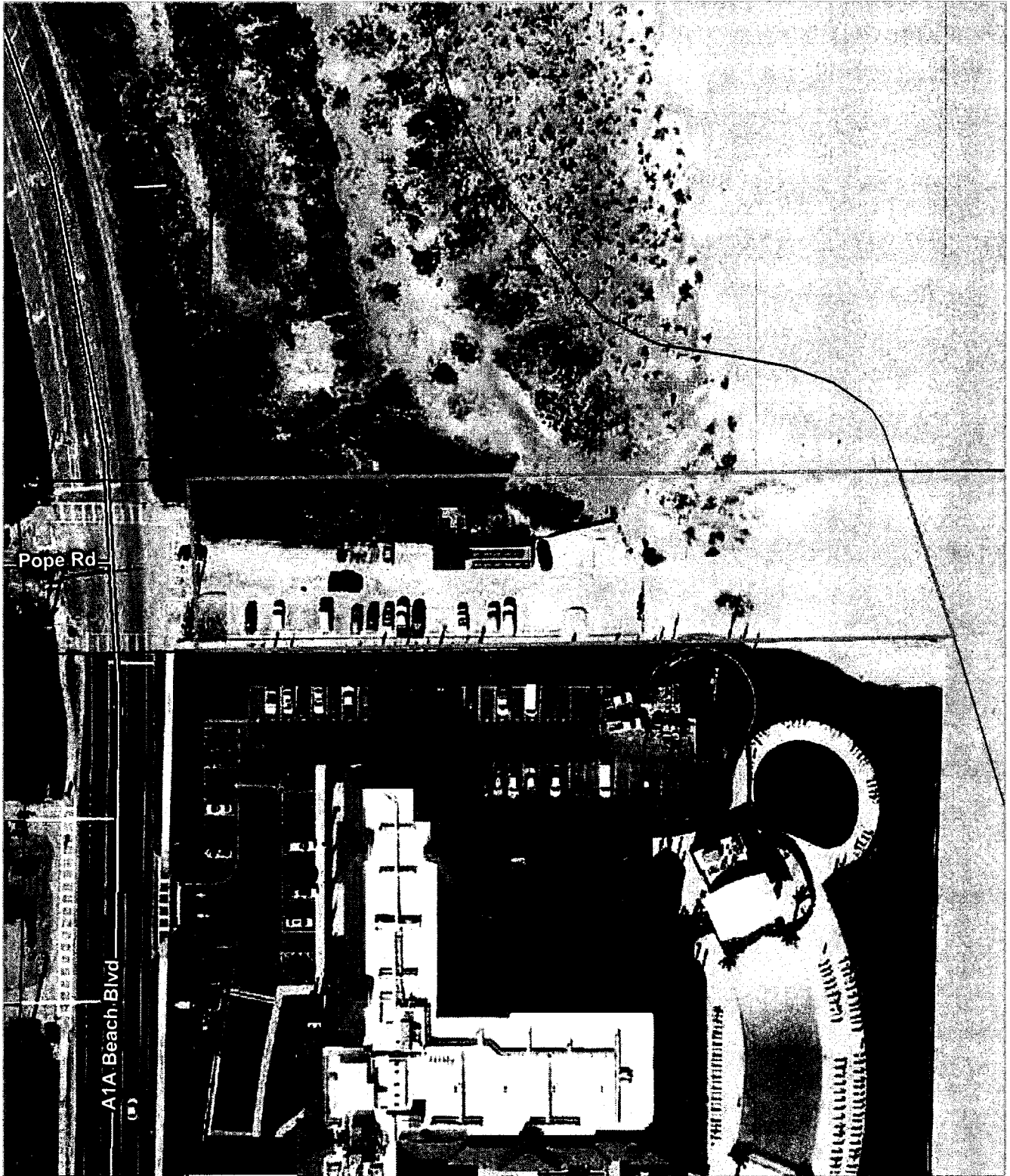
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Print Name



Attachment 1- Depiction of Property



2019 Aerial Imagery  
0 15 30 60  
Feet  
Date: 3/1/2021

Permissive Use Agreement  
Key Beach North, LLC  
Embassy Suites

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0782  
Disclaimer:  
This map is for reference use only.  
Data provided are derived from multiple  
sources with varying levels of accuracy.  
The St. Johns County Real Estate  
Division disclaims all responsibility  
for the accuracy or completeness  
of the data shown herein.



WORK AREA ADDRESS: 300 A1A BEACH BLVD, ST. AUGUSTINE

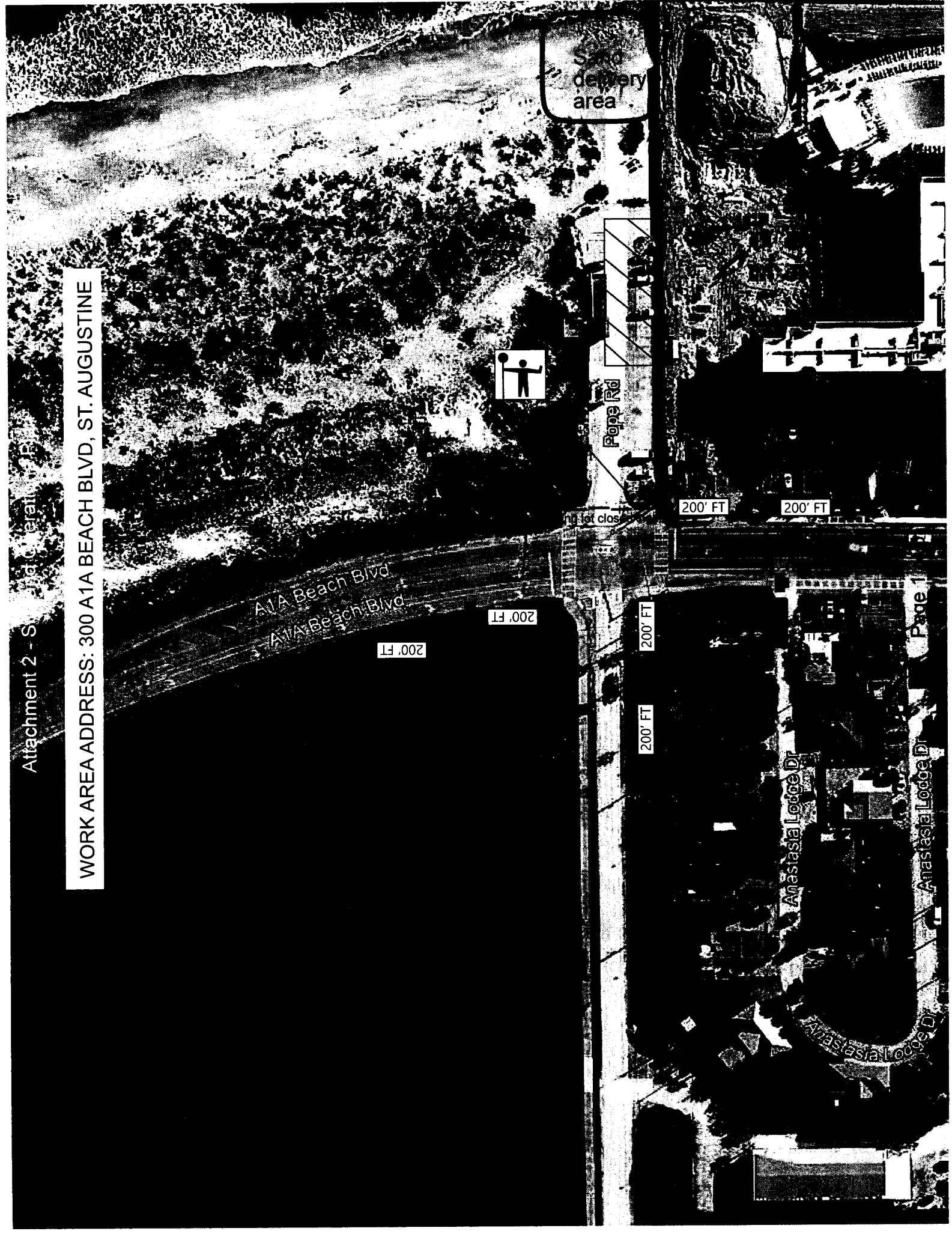
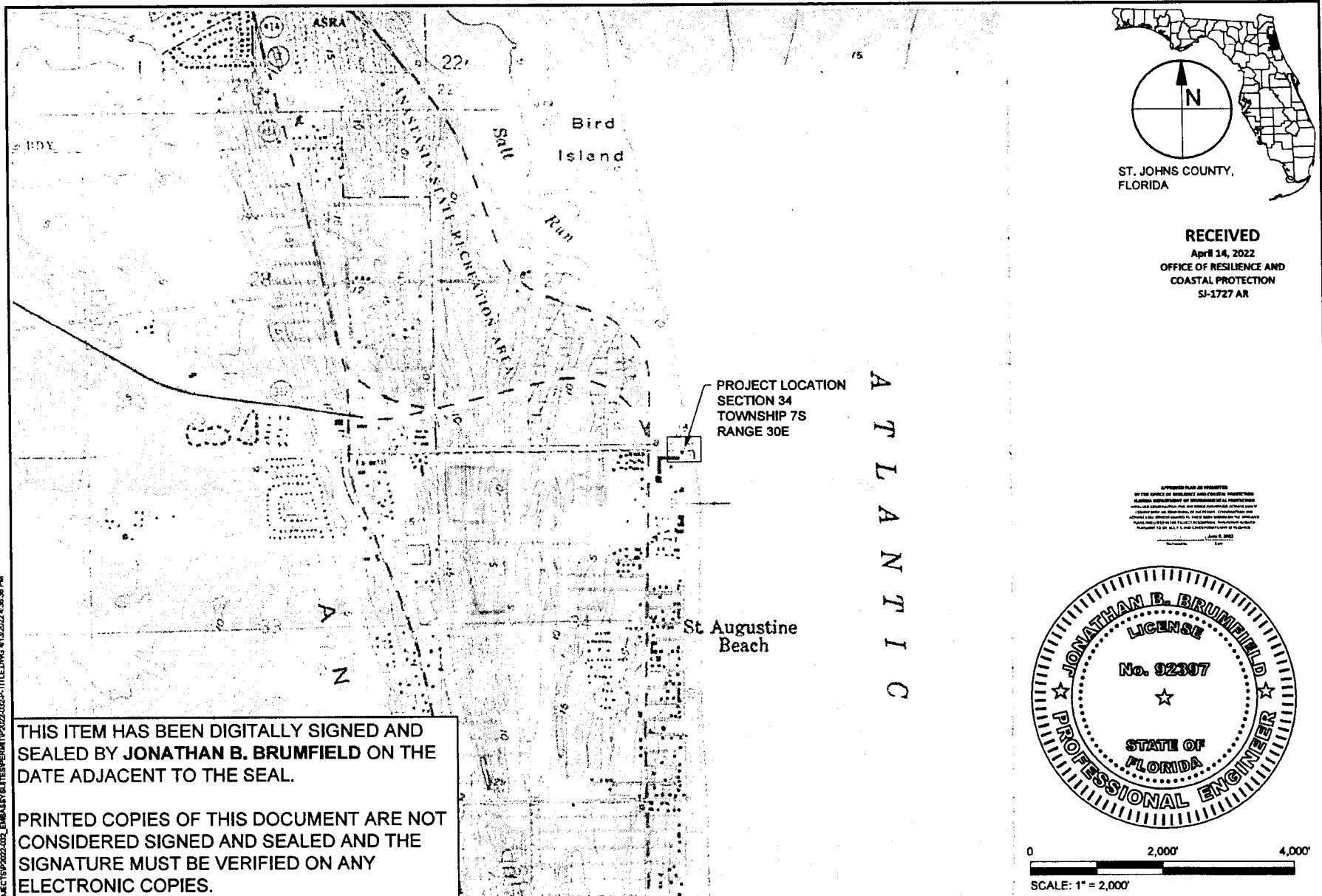


Exhibit to Attachment 2 - Additional Project Information



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY **JONATHAN B. BRUMFIELD** ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



**TAYLOR ENGINEERING INC.**  
 10199 SOUTHSIDE BLVD SUITE 310  
 JACKSONVILLE, FLORIDA 32256  
 REGISTRY # 4815

**FIGURE 1**  
 LOCATION MAP  
 EMBASSY SUITES SHORT TERM SEAWALL REPAIR  
 ST JOHNS COUNTY, FLORIDA

PROJECT	C2022-023	SEAL
DRAWN BY	AF	
SHEET	1 of 4	
DATE	APR 2022	JONATHAN B. BRUMFIELD P.E. REG236042E

CATHY SHELL X:\S\PROJECTS\2022-023-EMBASSY SUITES\PERMIT\2022-023-PA-TITLE.DWG 4/13/2022 4:06:36 PM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



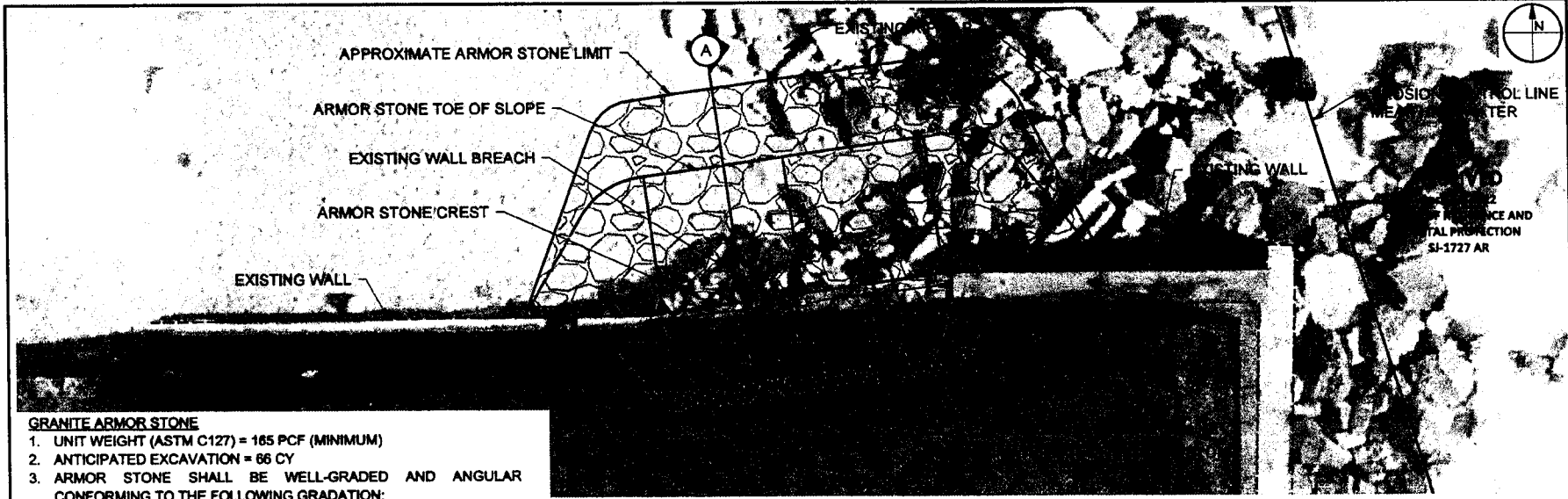
**EXISTING CONDITIONS**  
 SCALE: 1" = 80' 0 80'

**TAYLOR ENGINEERING INC.**  
 10199 SOUTHSIDE BLVD SUITE 310  
 JACKSONVILLE, FLORIDA 32256  
 REGISTRY # 4816

**FIGURE 2**  
 PROJECT OVERVIEW  
 EMBASSY SUITES SHORT TERM SEAWALL REPAIR  
 ST JOHNS COUNTY, FLORIDA

PROJECT	C2022-023	SEAL
DRAWN BY	AF	
SHEET	2 of 4	
DATE	APR 2022	JONATHAN B. BRUMFIELD P.E. #923647E

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



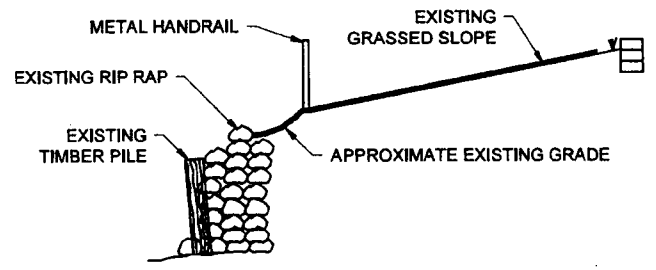
- GRANITE ARMOR STONE**
1. UNIT WEIGHT (ASTM C127) = 165 PCF (MINIMUM)
  2. ANTICIPATED EXCAVATION = 66 CY
  3. ARMOR STONE SHALL BE WELL-GRADED AND ANGULAR CONFORMING TO THE FOLLOWING GRADATION:

% FINER#	ARMOR STONE GRADATION		
	DIAMETER (IN.)	DIAMETER (FT.)	WEIGHT (LBS)
15	18	1.5	594
50	25	2.1	1,528
85	34	2.8	3,780
100	36	3.0	4,563

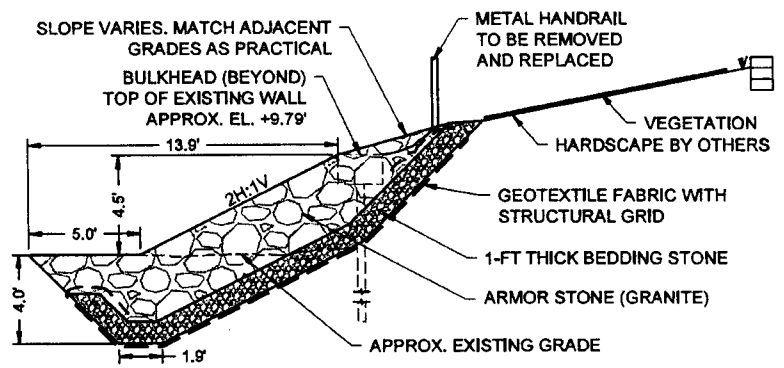
**PROPOSED WALL REPAIR PLAN**  
SCALE: 1" = 10'

NOTE: PERMIT SET - NOT FOR CONSTRUCTION

APPROVED UNDER AN INTERIM PERMIT BY THE OFFICE OF SEAWALL AND COASTAL PROTECTION...  
DATE: APR 11, 2022



**A EXISTING REPAIR SECTION**  
NOT TO SCALE



**A PROPOSED REPAIR SECTION**  
NOT TO SCALE

**TAYLOR ENGINEERING INC.**  
10199 SOUTHSIDE BLVD SUITE 310  
JACKSONVILLE, FLORIDA 32256  
REGISTRY # 4815

**FIGURE 3**  
PROPOSED PLAN AND DETAILS  
EMBASSY SUITES SHORT TERM SEAWALL REPAIR  
ST JOHNS COUNTY, FLORIDA

PROJECT	C2022-023	SEAL
DRAWN BY	AF	
SHEET	3 of 4	
DATE	APR 2022	JONATHAN B. BRUMFIELD P.E. REG25874E

CATHY SHELL X:\SVP\PROJECTS\2022-023-EMBASSY SUITES\PERMITS\2022-023-P-SITEPLAN.DWG 4/13/2022 4:38:46 PM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/08/2022

**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).**

<b>PRODUCER</b> Kelly White & Associates Insurance, LLC 1622 Hickman Road  Jacksonville FL 32216		<b>CONTACT NAME:</b> HOUSE <b>PHONE (A/C, No, Ext):</b> 904-880-8881 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kelly@kwhiteinsurance.com	
<b>INSURED</b> Hayward Construction Group, LLC 12058 San Jose Blvd #803  Jacksonville FL 32223		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property & Casualty Company	<b>NAIC #</b> 36161
		<b>INSURER B:</b> Travelers Property & Casualty Company	36161
		<b>INSURER C:</b> Travelers Property & Casualty Company	36161
		<b>INSURER D:</b> American Interstate Ins Co	31895
		<b>INSURER E:</b> Great American Insurance Group	
		<b>INSURER F:</b>	

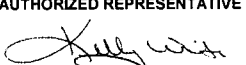
**COVERAGES**      **CERTIFICATE NUMBER:** HAYV22090815511006      **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Protection &amp; Indemnity</b> <input checked="" type="checkbox"/> <b>Jones Act/Crew</b>	X	ZOL-10T38037-21-ND	07/12/2022	07/12/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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		BA3P478176	04/11/2022	04/11/2023	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE		ZOB16N34198	07/12/2022	07/12/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 50,000					AGGREGATE \$ 2,000,000
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	AVWCFL3077322022	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 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	Vessel Pollution		OMH 349-18-14	07/12/2022	07/12/2023	OPA \$1,000,000 CERCLA \$1,000,000

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

Project: Access use for seawall revetment repairs at 300 A1A Beach Blvd (Embassy Suites). Certificate Holder is listed as Additional Insured as required per written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
St. Johns County Board of County Commissioners (BCC) 500 San Sebastian View  St. Augustine FL 32084	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 

### **9/15/22 Pre-Construction site visit**

Hayward Construction and St Johns County will enter into a Permissive Use Agreement (PUA) to allow Hayward construction access to address a bulkhead issue to the neighboring property to the south. Hayward has a MOT plan and will secure a SO deputy to assist with keeping the public access open throughout the project but also allow for construction activity. Dump trucks will back down the access road with flaggers to drop material and material will be transferred utilizing a skidsteer to work site.

As noted below, concrete in front of main access point has cracks but otherwise overall condition of concrete is in good standing. Hayward will be removing a small section of fence as depicted in photos but will be responsible for replacing upon completion.

#### **Proposed staging location for evenings of equipment**





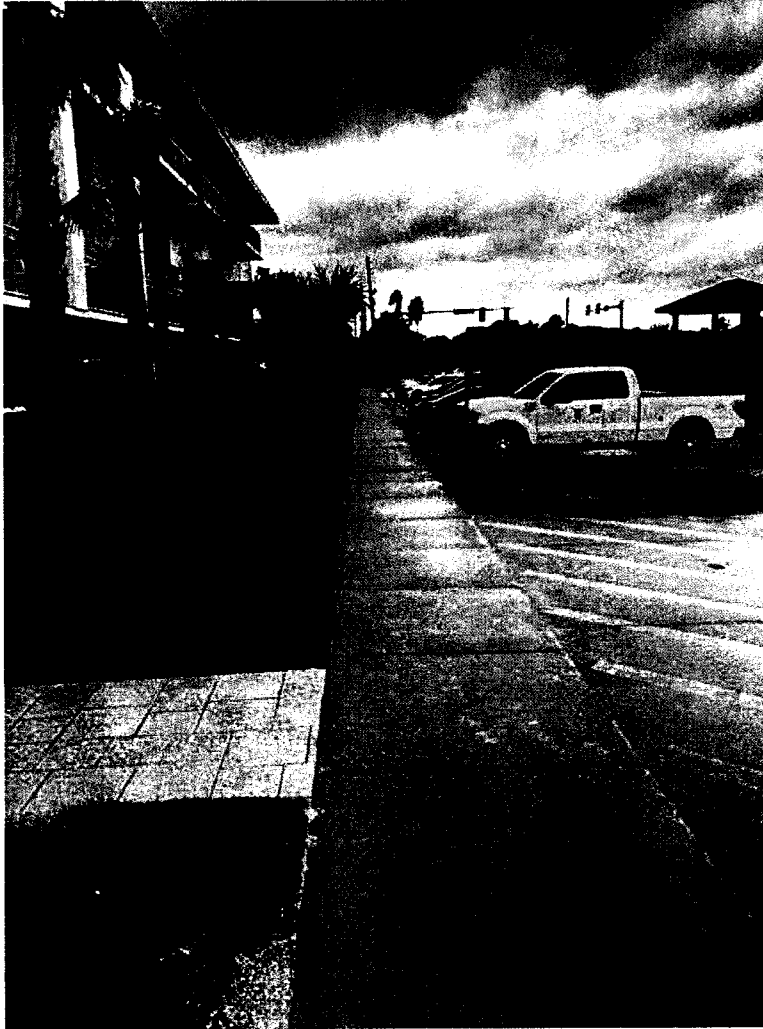
Current emergency access point- first section of fence to north is to be removed for access



Concrete in front of access, has previous cracks



Existing Sidewalk



Overall work area



From beach



Attachment 5 - Security for Restoration

**BANK OF AMERICA**

Cashier's Check

No. 1211314526

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 09/21/22 12:55:27 PM

JULINGTON CREEK

0003 0109189 0044

Pay



**BANK OF AMERICA** 5000.00  
FIVE ZERO ZERO ZERO CTSCTS

**\*\*\$5,000.00\*\***

**\*\*Five Thousand and 00/100 Dollars\*\***

To The Order Of **ST. JOHNS COUNTY BOARD OF COUNTY COMM**  
**PERMISSIVE USE AGREEMENT- DEPOSIT**

Remitter (Purchased By): **HAYWARD CONSTRUCTION GROUP LLC**

Bank of America, N.A.  
SAN ANTONIO, TX

*Fernando*  
AUTHORIZED SIGNATURE

00-53-3364B 06-2019

⑈ 1 2 1 3 1 4 5 2 6 ⑈

■ THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. ■ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS. ■