

RESOLUTION NO. 2023-522

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 MICKLER'S BEACHFRONT PARK FOR REPLACING A RETAINING WALL AT PLANTATION BEACH HOUSE.

RECITALS

WHEREAS, St. Johns County is requesting a Permissive Use Agreement with the Plantation Beach House, for use of St. Johns County property, located at Mickler's Beachfront Park, for the replacement of the retaining wall; and

WHEREAS, due to the location of wall, Mickler's Beachfront Park must be utilized for replacement of the wall; and

WHEREAS, in order to perform the necessary work for replacement of the wall, the County will create a 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 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 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 19th day of December, 2023.

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

Rendition Date: DEC 20 2023

By: 
Sarah Arnold, Chair

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

By: Crystal Smith
Deputy Clerk





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

THIS AGREEMENT (Agreement) is made as of this ____ day of _____, 2023 (Effective Date), by and between St. Johns County, a political subdivision of the State of Florida (County) and Riptide Marine and Land Construction, 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 owns certain real property located at Mickler Beachfront Park on Ponte Vedra Boulevard, St. Augustine, Florida 32082, Parcel Account No. 067070-0040 and 067070-0060 (Property), and more specifically depicted in Attachment 1; and

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

WHEREAS, the Contractor seeks temporary use of the Property as a short term staging area for equipment and materials and for access to perform work associated with the replacement of the existing retaining wall located on adjacent property, 1111 Ponte Vedra Blvd., Ponte Vedra Beach, FL 32082, owned by The Plantation at Ponte Vedra, Inc. (Client); and

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 beach access point will remain open during regular hours of operation when not in use by Contractor. Contractor will set up barriers with appropriate warning signs at the beach approach during its use 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; and

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 complete work on Client's property.

a. Duration of Use. Such use will begin on **December 20, 2023 (Beginning Date)**, concluding on **March 1, 2024 (Ending Date)**, unless otherwise authorized by the County in writing.

b. Hours of Use. For the Duration of Use, the County authorizes the Contractor to utilize the property Monday 7:00 a.m. to Friday 5:00 p.m. It is expressly noted that Contractor is responsible for the cost of any signage, barricades, etc., necessary to restrict public access during the Hours of Use. The County may permit the Contractor to work outside of the stated times in such cases that it increases public access and/or improves public safety. The Contractor will adhere to the above stated hours of use, unless otherwise authorized by the County in writing.

c. Public Access. For the Duration of Use, the Contractor will restrict public access to the Property, only during the specified hours of use as specifically described in Attachment 2 – Site Plan and Operations Plan. The Contractor understands and agrees any Equipment, Materials or debris that remains on the Property at any time other than during the permitted hours of use will be secured from the Public. The Contractor will make every effort to maintain the public safety while minimizing the restrictions to public access to the parking areas, public restrooms, public changing facilities and public beach access areas. The Contractor has arranged with Client to provide access across Client's property for those who wish to exit the beach during the Contractor's use and temporary closure of the public beach access area, including the public beach boardwalk north of Client's property. The Contractor has established a communications plan for making the beach accessible to emergency personnel during the Contractor's use. The Contractor understands and agrees that the County assumes no liability for any damage to any Equipment stored on the Property.

d. Site Plan. Upon execution of this Agreement, the Contractor will provide a site plan that specifically describes the Equipment and Materials staging areas located on the Property (Site Plan).

e. 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.

f. 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 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 two (2) 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 a safe and operable condition is **\$10,000 (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. In the event the Contractor fails to restore the property to pre-use condition by the date provided herein, the County may utilize up to the full amount of the Security for Restoration to restore the Property to a safe and operable condition. The requirement that Contractor restore the Property to pre-use condition remains in effect regardless of whether the County utilizes the Security for Restoration to bring the property into a safe and operable state. Should the Contractor comply fully and timely with the terms as provided in Paragraph 5(d) above, 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.

f. Timing. Unless otherwise authorized in writing by the County, the Contractor shall complete restoration of the Property by no later than **March 1, 2024**.

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 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.
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. 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.
8. **Permits, Licenses and Approvals.** **This Agreement does not constitute authorization or permit approval to commence construction of the retaining wall replacement or other associated improvements.** 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.

[SIGNATURES ON FOLLOWING PAGE]

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

ST JOHNS COUNTY

RIPTIDE MARINE AND LAND
CONSTRUCTION, LLC

By: _____
Joy Andrews Date

By: _____
Patrick A. Kenning Date
Title: Manager

Its: County Administrator

Witness Signature Date

Print Name

Witness Signature Date

Print Name

Attachment 1 - Depiction of Property



Attachment 2 - Site Plan and Operations Plan

The Plantation of Ponte Vedra Bulkhead Replacement – Phasing

- I. Scope: Install approximately 740 linear feet of vinyl sheet pile offshore of existing timber bulkhead on three sides of The Plantation of Ponte Vedra Beach's beach club situated immediately east of the Micklers Landing Beach Parking Lot. The wall is a "naval style" bulkhead with timber face piles & wales offshore of the sheet pile. The wall will be tied back with helical anchors and capped with timber. The distance from existing to new varies from approximately two to six feet.
- II. General Information:
 - A. Work Schedule: Monday through Friday, 7:00 AM to 5:00 PM, from November 8th, 2023 to February 1st, 2024. There will be no work on County Holidays, which include Veterans Day (November 10th), Thanksgiving (November 23rd & 24th), Christmas (December 25th), and New Year (January 1st).
 - B. Work will progress in stages, with each major Feature of Work (FOW) generally working as follows:
 - South to north on the west face.
 - West to east on the north face.
 - North to south on the east face of the project.
 - C. There will be periods of time when all three faces of the project are under construction at the same time.
- III. Project Phases:
 - A. Phase 1 – Mobilization (15 Days):
 1. Areas Affected:
 - a. Eastern Portion of Micklers Parking Area:
 - Contractor to isolate the easternmost parking area and drive lane south of the changing buildings to allow for clear & grub of the western wall.
 - b. The Backside of Changing Stations:
 - Contractor to eliminate pedestrian access to the backside of the changing buildings. During this phase, access will NOT be limited to the buildings themselves.
 - c. Minimal Impact on Beach Access:
 - The County needs to relocate ADA mats to allow for construction vehicle access.
 - Contractor to keep the area accessible for emergency vehicle access.
 2. Work Activities:
 - a. Clear & Grub
 - b. Utility Locates
 - c. Receive Equipment
 - d. Bench the western slope for stable access to the existing wall.
 - e. Establish Corners & Batter Boards
 - f. Layout Helical Locations & Elevations
 - g. Receive & Layout Materials
 - B. Phase 2 – Wall Construction:
 1. Area Affected:
 - a. Eastern Portion of Micklers Parking Area
 - Contractor to isolate the easternmost parking area and drive lane for equipment & material storage.
 - b. Backside of Changing Station

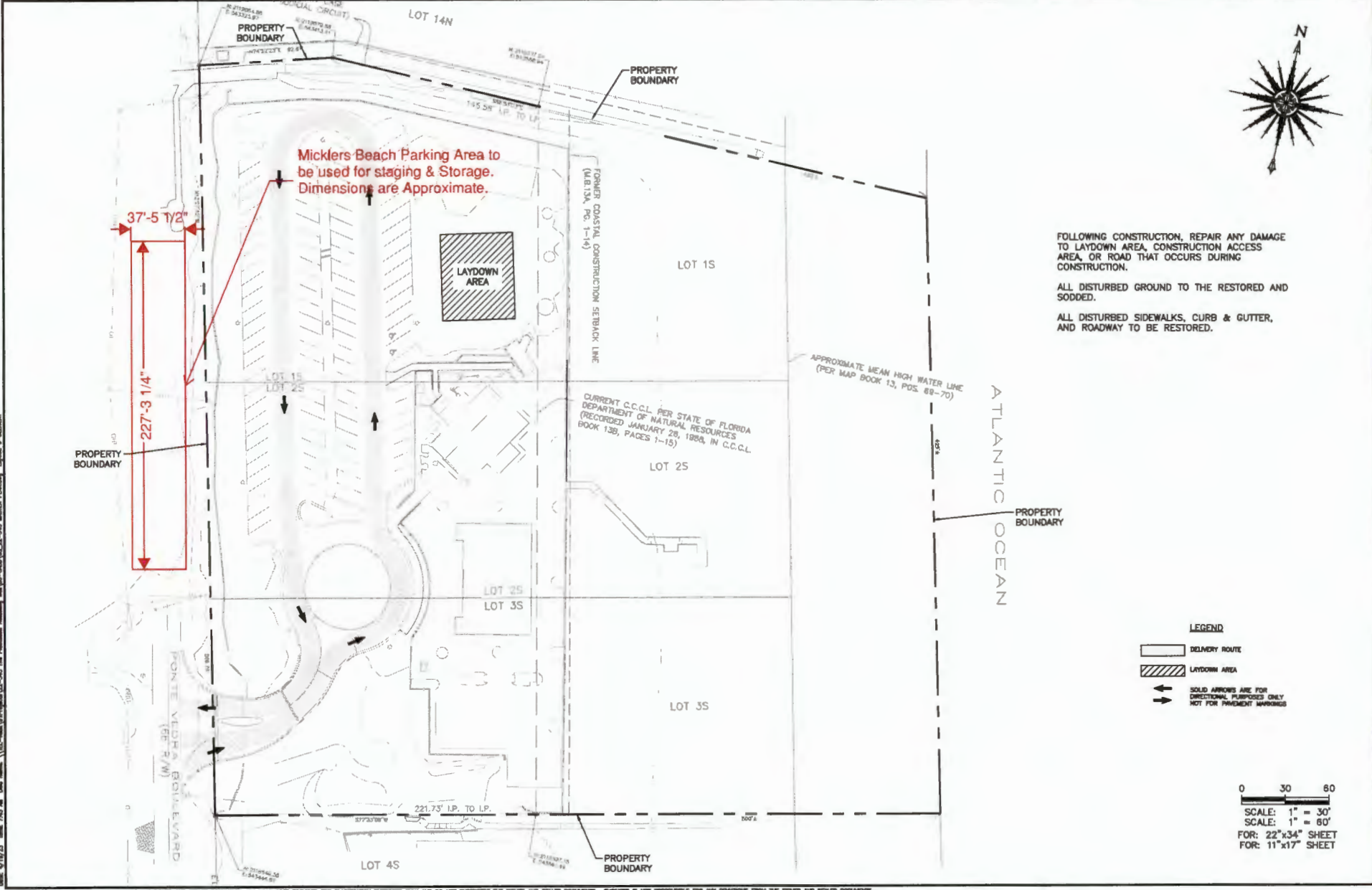
- While helicals are installed behind the changing buildings, pedestrian access will not be allowed.
 - The facilities will remain open.
 - While pile driving behind the facilities, they will be closed.
- c. Vehicle Beach Access
- Pedestrian traffic will be funneled to the timber access.
 - Emergency vehicle access will not be affected.
 - During timber pile driving at the easternmost portion, pedestrian access will be stopped while a pile is being lofted into position.
2. Work Activities:
- a. Helical Anchor Installation: This FOW will have minimal impact on the public.
- West Face (6 Days)
 - North Face (4 Days)
 - East Face (4 Days)
- b. Face Pile Driving: During pile driving, pedestrians will be kept a minimum of fifty feet from the operation. When passing by the changing facilities and the end of the boardwalk, pedestrian access will not be granted.
- West Face (10 Days)
 - North Face (7 Days)
 - East Face (5 Days)
- c. Wale Installation: This feature will have minimal impact on Micklers.
- d. Sheetpile Driving: Same as Face Pile Driving
- C. Phase 3 – Tie-In & Weep Install: Minimal impact on beachgoers. The parking area will still need to be used for equipment storage.
- D. Phase 4 – Backfill & Cap: Same as Phase 3.
- E. Phase 5 – Cleanup & Demobilization:
1. Areas Affected:
- a. Eastern Portion of Micklers Parking Area:
- Contractor to isolate the easternmost parking area and drive lane south of the changing buildings to allow for clear & grub of the western wall.
- b. The Backside of Changing Stations:
- Contractor to eliminate pedestrian access to the backside of the changing buildings. During this phase, access will NOT be limited to the buildings themselves.
2. Work Activities:
- a. Tree Planting
- b. Asphalt Patch, if required.
- c. Equipment removal.

Additional information

First Date of Use: November 8, 2023; Last Day of Use: February 1, 2024

- Some of the clear & grub work will take place on County Property. Additionally, room will be needed in the eastern most parking areas near the property boundary for dumpsters and equipment storage.
- Once clear & grub is completed, the parking spaces will no longer be needed for storage. However, equipment will be stored east of the parking spaces for a total of seventy-six work days which will be about ninety calendar days. From time to time parking will be blocked to make sure work can progress without endangering the public.
- There will be a total of three days where the boardwalk beach access will need to be closed. These days will not be concurrent. We will communicate these days to the County a week in advance.
- When equipment is working in the area, the parking spaces will not be available for public use. It is currently our intent to open the spaces back up for public use at the end of the work day.

Date: 6/19/23 Time: 7:45 AM DWG Name: \\01-ncad\projects\22-040 The Plantation\working\22-040-000\22-040-000.dwg Layout: 3-RET.MKT



FOLLOWING CONSTRUCTION, REPAIR ANY DAMAGE TO LAYDOWN AREA, CONSTRUCTION ACCESS AREA, OR ROAD THAT OCCURS DURING CONSTRUCTION.

ALL DISTURBED GROUND TO THE RESTORED AND SODDED.

ALL DISTURBED SIDEWALKS, CURB & GUTTER, AND ROADWAY TO BE RESTORED.

LEGEND

DELIVERY ROUTE

LAYDOWN AREA

SOLID ARROWS ARE FOR DIRECTIONAL PURPOSES ONLY NOT FOR PRESENT MARKINGS

0 30 60

SCALE: 1" = 30'

SCALE: 1" = 60'

FOR: 22"x34" SHEET

FOR: 11"x17" SHEET

TOCOIT Engineering, LLC

714 NORTH ORANGE AVENUE SUITE 200 PALM BEACH, FL 33480
PH: 561-215-1200 FAX: 561-215-1201

ENGINEER OF RECORD
JOHN J. HAWKEY III
FLORIDA
REGISTRATION NUMBER:
40177

RETAINING WALL REPLACEMENT
FOR
THE PLANTATION AT PONTE VEDRA BEACH
DELIVERY ROUTES

SHEET NO.
3

ALL DOCUMENTS AND MATERIALS SUPPLEMENTING THE SIGNED AND SEALED DOCUMENTS ARE RESOURCES PROVIDED FOR CLARIFICATION PURPOSES ONLY AND DO NOT SUPERSEDE THE SIGNED AND SEALED DOCUMENTS. ENGINEER IS NOT RESPONSIBLE FOR ANY DENIATIONS FROM THE SIGNED AND SEALED DOCUMENTS.

MOT for Plantation retaining wall replacement at Micklers

Beach retaining wall renovation Plantation Beach House at 1111 Ponte Vedra Blvd., and Mickler's Landing Beachfront Park. CR 203

Maintain Pedestrian Beach, and Parking Access for patrons.

Mickler's Parking lot Debris Clearing

Work will begin on the SW. end of the parking lot and moving NE along the existing retaining wall.

clearing phase

- Advanced warning signs to be placed at the entrance of parking area and pedestrian beach access.
- Barricades will be used to route traffic and pedestrians away from the activity zone. Barricades to be type I, type II, type III, Drums or Waterfilled for routing traffic. Pedestrian traffic to be routed with delineators along with Hi-Viz fencing at beach access.
- Traffic Flagger to be present during park operating hours when workers are present.
- Two Changing rooms, West, right of beach access from parking lot will be secured once work reaches within 150' and patrons will be diverted to Bathrooms, East, left of beach access from parking lot.

Installation of retaining wall from Mickler's Beach parking lot.

To reduce the impact of park's patrons and neighbors, work will be restricted to the following times.

- Two consecutive days a week, I.E. Monday and Tuesday for week 1 and Monday and Tuesday for week 2. Work commencing at 2:00pm and concluding at 7:00 pm.
- Barricades to block off work area Approximately 150' per day while pilons and sheets being installed.
- Traffic and Pedestrian monitors to stay consistent with Debris Clearing stage while park is in operation.

Work conducted at the easement to the beach access.

- Emergency Protocols need to be in place while work in easement is underway. See below.
- Debris is to be kept clear and not allowed to build up. Area must be kept clear in the event of an emergency.
- Pedestrian traffic to be barricaded with delineators and Hi-Viz fencing.

Emergency Protocols

Safety briefing and coordination with project management and the city take place each day that beach access and egress are hindered due to construction activities. Coordination to include the following.

- Emergency Vehicle in place.
- Agreed upon notification system i.e. portable radio in case of emergency.
- Procedure to clear obstruction from beach access easement during an emergency. Obstruction to include but not limited to equipment for construction purposes.
- Sign off sheet to be signed each day to confirm agreement of that days Emergency Protocols.









RETAINING WALL REPLACEMENT & WALKOVER

FOR

THE PLANTATION AT PONTE VEDRA BEACH

1111 Ponte Vedra Blvd, Ponte Vedra Beach, FL 32082

ST JOHNS COUNTY, FL.

PROJECT OWNER AND CONSULTANTS

OWNER: The Plantation Owners Association Inc.
 Jody Clor, COO and GM
 220 Plantation Circle
 Ponte Vedra Beach, FL 32082
 TEL: 904-810-5672

SURVEYOR: Clary & Associates
 Professional Surveyors & Mappers
 Michael J. Colligan, P.S.M.
 3830 Crown Point Road
 Jacksonville, FL 32257
 904-260-2703

ENGINEER: Tocol Engineering, LLC
 John J. Mahoney III, P.E.
 714 North Orange Avenue
 Green Cove Springs, FL 32043
 TEL: 904-215-1388



LOCATION MAP
 N.T.S.



INDEX OF DRAWINGS

1	COVER SHEET
2	EXISTING SURVEY
3	DELIVERY ROUTES
4	SOIL BORING LOCATIONS
5	TEMPORARY CONSTRUCTION EASEMENTS
6	GEOMETRY PLAN
7	TIE-BACK LAYOUT
8A-L	SECTION PROFILES
9A-B	RETAINING WALL DETAILS
10A-B	WALKOVER DETAILS
11	GENERAL NOTES

TE JOB NO: 22-545
 FDEP NO: _____
 SJC NO: _____



CALL BEFORE YOU DIG
 800-432-4770 AND
 904-269-6359



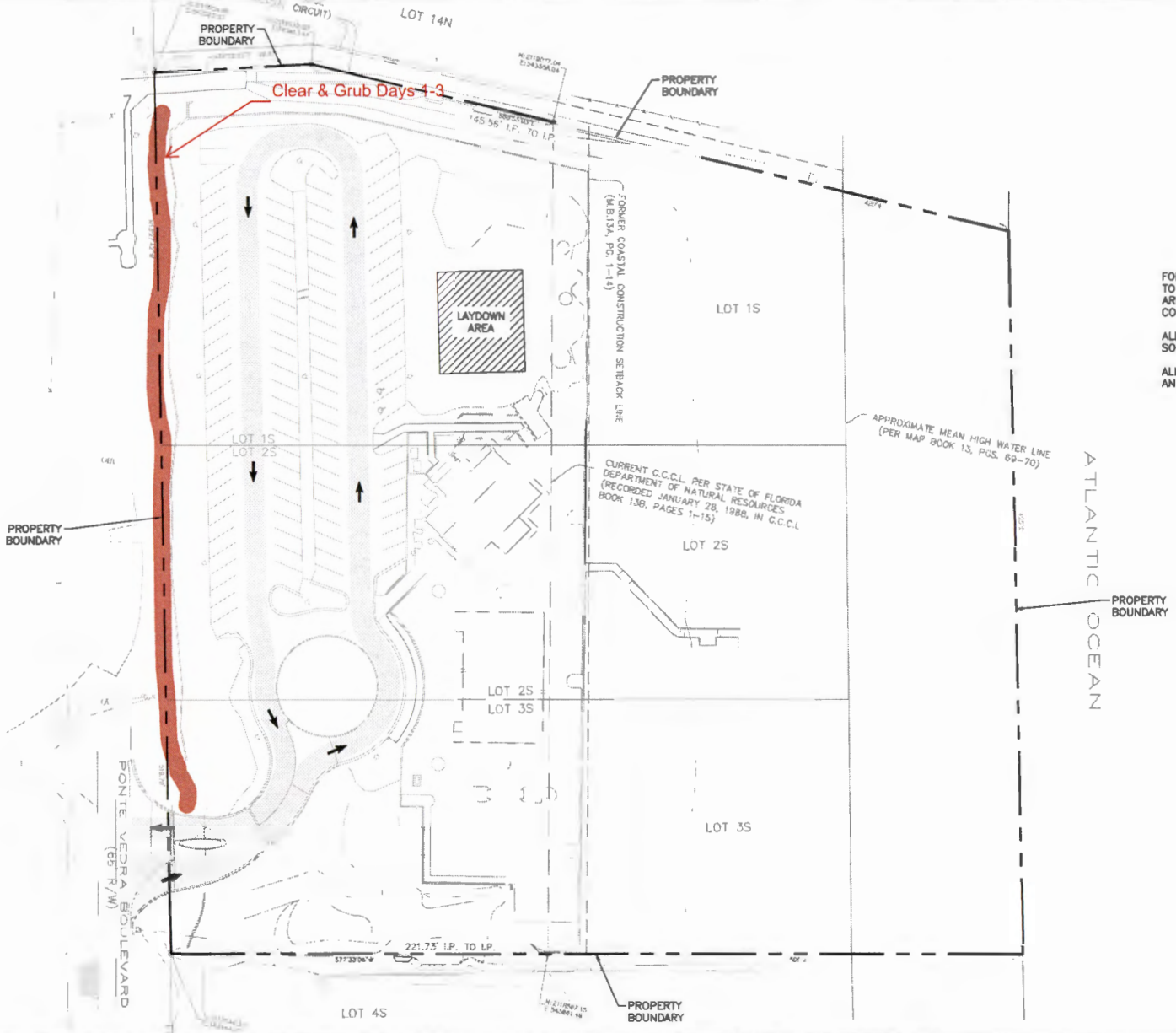
714 NORTH ORANGE AVENUE, GREEN COVE SPRINGS, FL 32043
 PH: 904-215-1388 E.B. NUMBER: 26383
 "TURNING YOUR IDEAS INTO REALITY"
 www.tocol.com

June 13, 2023

 JOHN J. MAHONEY III, P.E.
 FLA. REGISTERED ENGINEER, #40177

Date: 6/13/23 Time: 5:17 AM DWG Name: \\TE-Vault\Projects\22-545 The Plantation Retaining Wall\22-545 COVER SHEET - ST JOHN COUNTY Layout: Cover

Date: 4/19/23, Time: 7:45 AM DWG Name: \\BL-qaad\jtr\projects\22-445 The Plantation\Working\Ref\2D-CAD\22-445 MASTER PLAN.dwg Layer: 3 - DELIVERY






Clear & Grub Days 1-3

FOLLOWING CONSTRUCTION, REPAIR ANY DAMAGE TO LAYDOWN AREA, CONSTRUCTION ACCESS AREA, OR ROAD THAT OCCURS DURING CONSTRUCTION.

ALL DISTURBED GROUND TO THE RESTORED AND SODDED.

ALL DISTURBED SIDEWALKS, CURB & GUTTER, AND ROADWAY TO BE RESTORED.



- LEGEND**
-  DELIVERY ROUTE
 -  LAYDOWN AREA
 -  SOLID ARROWS ARE FOR DIRECTIONAL PURPOSES ONLY NOT FOR PAVEMENT MARKINGS

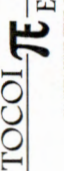
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**RETAINING WALL REPLACEMENT
FOR
THE PLANTATION AT PONTA VEDRA BEACH**

DELIVERY ROUTES

TOCOIL  **Engineering, LLC**

174 NORTH SPANDE AVENUE, ORLANDO, FLORIDA 32835
PH: 904-215-1388 FAX: 904-215-1389

ENGINEER OF RECORD
JOHN J. MAHONEY III
FLORIDA
REGISTRATION NUMBER:
40777

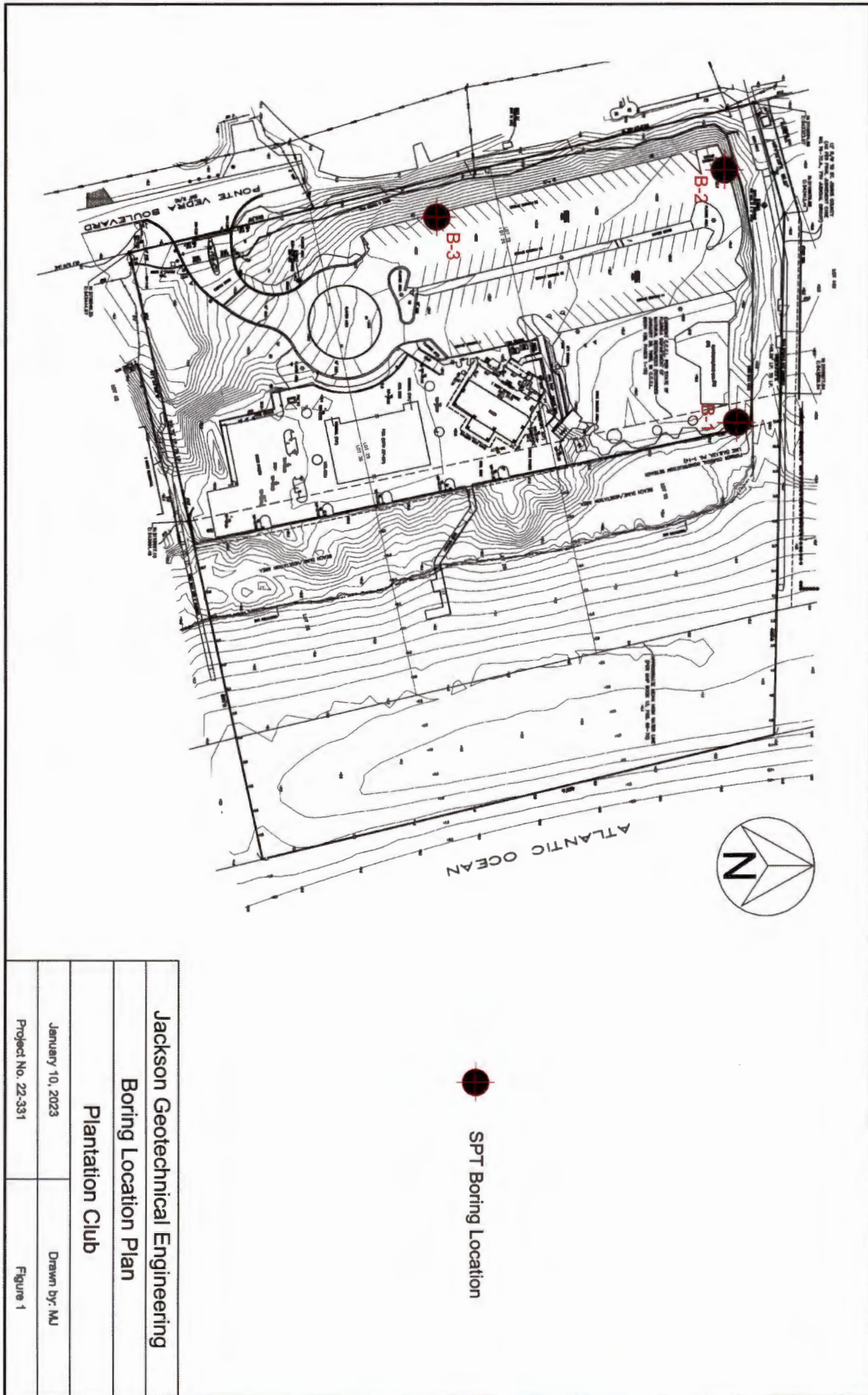
ENTERY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 625-33.005(2)(C), FLORIDA ADMINISTRATIVE CODE.

REVISIONS

PLOT DATE:
 DRAWN BY:
 CHECKED BY:
 SCALE:
 JOB NO.:

SHEET NO.
3

ALL DOCUMENTS AND MATERIALS SUPPLYING THE SUBJECT AND SAID DOCUMENTS ARE HEREBY PROVIDED FOR CLARIFICATION PURPOSES ONLY AND DO NOT SUPERSEDE THE SAID AND SAID DOCUMENTS. ENGINEER IS NOT RESPONSIBLE FOR ANY ERRORS FROM THE SAID AND SAID DOCUMENTS.



SPT Boring Location

Jackson Geotechnical Engineering	
Boring Location Plan	
Plantation Club	
January 10, 2023	Drawn by: MJ
Project No. 22-331	Figure 1

NO. 4
REVISION

RETAINING WALL REPLACEMENT
FOR
THE PLANTATION AT PONTE VEDRA BEACH

SOIL BORING LOCATIONS

ENGINEER OF RECORD
JOHN J. MAHONEY III

FLORIDA
REGISTRATION NUMBER:
40177

TOCOI π Engineering, LLC

714 NORTH ORANGE AVENUE, GREEN COVE SPRINGS, FL 32043
PH: 904-215-1388 E.B. NUMBER: 26343

I CERTIFY THAT THIS DRAWING IS IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 626-33.005(1)(X)(C), FLORIDA ADMINISTRATIVE CODE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2023

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 Hatcher Insurance, LLC PO Box 540689 Orlando, FL 32854	CONTACT NAME: Ali Lunsford
	PHONE (A/C, No, Ext): (407) 901-7336
	FAX (A/C, No):
	E-MAIL ADDRESS: ALunsford@hatcherins.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A : American Alternative Insurance Corp
	19720
	INSURER B : Travelers Casualty Insurance Company Of America
	19046
	INSURER C : Benchmark Insurance Company
	41394
	INSURER D :
	INSURER E :
	INSURER F :

INSURED

Riptide Marine & Land Construction LLC
 3068 Cypress Creek Dr. N
 Ponte Vedra Beach, FL 32082

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 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 <input checked="" type="checkbox"/> Marine GL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1VA2OM1000195-00	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 HULL \$ 135,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA - 000X159499	8/4/2023	8/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1VA2UB1000195-0	8/4/2023	8/4/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			MWC2300128-00	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			1VA2OM1000195-00	6/1/2023	6/1/2024	Total Insured Value 150,000

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

CERTIFICATE HOLDER St. Johns County Contractor Licensing 4040 Lewis Speedway Saint Augustine, FL 32084	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

Mickler's Beachfront Pre-use Assessment

Concrete Vehicle Access- New condition. Constructed in 2022. New condition. No chips or broken edges.



Walkover- Built in 2014. Normal wear and aging. No apparent tripping hazards or impaling boards. No loose floor boards, railing, or caps. Walkover does not shake and the bracing condition is sturdy.

Gate recently painted and installed. No visible damage.



Pedestrian Changing Building- Constructed in 2016. No visible damage. No paint chips. Roof and eaves are in great condition.



Storage and Pavilion Area- Constructed in 2016. No visible damage. No paint chips. Roof and eave are in great condition.



Sidewalk Adjacent to buildings (changing and pavilion/ storage)- Normal wear and use. There are two visible areas that have broken edges.





Park Lot Area- No obvious markings, divots, cracks, or heavy equipment markings from previous projects. Good Conditions.



