



**ALACHUA COUNTY  
CAPITAL CONSTRUCTION CONTRACT  
Procured Pursuant to §336.71, Florida Statutes**

**CONTRACT NO. 13939**

**REALIGNMENT OF A SEGMENT OF SW 41<sup>st</sup> BOULEVARD**

**CAPITAL CONSTRUCTION CONTRACT NO. 13939 BETWEEN ALACHUA COUNTY  
AND NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., FOR  
REALIGNMENT OF SW 41<sup>ST</sup> BOULEVARD**

**THIS CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between North Florida Regional Medical Center, Inc., a Florida Profit Corporation, hereinafter referred to as “Developer” with a principal address of One Park Plaza, Nashville, TN 37203 and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” (collectively hereinafter County and Developer referred to as “Parties”).

**WITNESSETH:**

**WHEREAS**, North Florida Regional Medical Center, Inc. (the “**Developer**”) owns the real property located at 4094 SW 41<sup>st</sup> Boulevard, Gainesville, Florida, bearing tax parcel ID# 06974-040-000 (the “**Property**”), which is located outside unincorporated Alachua County and within the geographic boundary of the City of Gainesville, Florida (the “**City**”); and

**WHEREAS**, the Developer applied for and received from the City final development order approval for Petition DB-21-00225 for the development of a Free-Standing Emergency Room on the Property (the “**Final Development Order**”, a copy of the City Approval Letter is attached hereto as **Exhibit “1”**); and

**WHEREAS**, the Final Development Order requires, for public transportation safety reasons and as a condition of approval of Petition DB-21-00225, that the Developer realign a segment of SW 41<sup>st</sup> Boulevard; and

**WHEREAS**, the County Engineer has determined that the segment of SW 41<sup>st</sup> Boulevard at issue is a county road; and

**WHEREAS**, the Developer, in an apparent attempt to comply the condition of the City’s Final Development Order, has submitted a proposal to the County to furnish all labor, materials, equipment and apparatus to construct said realignment of SW 41<sup>st</sup> Boulevard, a copy of the Proposal is attached hereto as **Exhibit “2”**; and

**WHEREAS**, in general, the Proposal provides that the Developer will design and construct the realignment of SW 41<sup>st</sup> Boulevard to County standards on the Property (*i.e.*, land owned by the Developer) as generally depicted in **Exhibit “3”** at no cost to the County in exchange for receipt of a drainage easement from the County. Once the new segment of SW 41<sup>st</sup> Boulevard is opened and the old segment is closed, Developer will construct on that closed segment of SW 41<sup>st</sup> Boulevard the drainage needed to support the newly constructed segment of SW 41<sup>st</sup> Boulevard. Furthermore, the Proposal provides that the Developer will donate to the County ownership of the new segment of SW 41<sup>st</sup> Boulevard to the County; and

**WHEREAS**, pursuant to §336.02(1)(a), Florida Statutes, the Board of County Commissioners (the “**Board**”) is invested with the general superintendence and control of the county roads and structures within Alachua County, including the authority to change or discontinue said roads; and

**WHEREAS**, pursuant to §336.08, Florida Statutes, the Board has the authority to establish, locate, change or discontinue county roads by resolution; and

**WHEREAS**, pursuant to §316.008(1)(g), Florida Statutes, the Board has the authority to restrict the use of county roads; and

**WHEREAS**, Section 336.71, Florida Statutes, exempts County road construction projects and agreements from the requirements of §255.20, Florida Statutes, including competitive procurement requirements, and authorizes the County to enter into an agreement with a private entity for the completion of the road construction project, if certain conditions are met; and

**WHEREAS**, the Alachua County Board of County Commissioner (“Board”) held a public hearing to consider this Contract and made specific findings that the conditions required by §336.71, Florida Statutes, have been satisfied, and the Board approved the award of this Contract to the Developer.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## **1 DEFINITIONS.**

1.1 "*Constructor*"—Any person or entity performing or supporting design and construction activities relating to the Project, including but not limited to the Developer, the Design Professionals and Developer’s contractors, subcontractors, suppliers, utility companies, testing firms, equipment rental companies.

1.2 "*Design and Construction*"—The entire design and construction, or the various separately identifiable parts thereof, required to be provided by the Developer under the Contract. Design and Construction includes and is the result of performing or providing all professional services needed to produce the design; for the labor, services (including but not limited to professional services), and documentation necessary to produce the construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

1.3 "*Effective Date*"—The effective date of this Contract, which is the last date signed below.

1.4 "*Laws and Regulations; Laws or Regulations*"—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, permits, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction, and any applicable consent decrees.

1.5 "*Milestone*"—A principal event in the performance and progress of this Contract, which this Contract requires one of the parties to achieve, or which must occur or will occur, by a specific intermediate date, as expressly indicated in this Contract or subsequently determined by mutual agreement of the parties. A Milestone may be expressed by a

calendar date or by a number of days from the Effective Date of this Contract or from some other specific time.

- 1.6 "*Site*"—The lands or areas where the Work is to be performed, including rights-of-way and easements, and such other lands as are designated for the use of the Developer as depicted in more detail on **Exhibit 3** attached hereto.

## 2 **SCOPE OF WORK.**

- 2.1 The project layout and design is set forth in **Exhibit 3**. The Developer shall Design and Construct the realignment of a segment of SW 41<sup>st</sup> Boulevard and shall convey fee simple ownership of the realigned segment of SW 41<sup>st</sup> Boulevard to the County in accordance with the process set forth in **Exhibit 4** (hereinafter, **Exhibit 3** and **Exhibit 4** are collectively referred to as the "**Work**").
- 2.2 The Developer shall ensure that the Work is performed in such a manner that the new segment of SW 41<sup>st</sup> Boulevard and related drainage shall be properly designed, comply with all applicable Laws and Regulations, and be constructed in all material respects with the Construction Plans and Specifications to be approved by the County Engineer.
- 2.3 The Developer agrees to use and shall require each of its Constructors and other consultants and agents to use only personnel who are qualified and properly trained and who possess any license, permit, registration, certificate or other approval required by Law or Regulation to enable such personnel to perform their work, services and activities involving any portion of the Design and Construction activities.
- 2.4 The Developer shall be responsible for the acts, failures to act, errors and omissions of all Constructors. This Contract shall not give rise to any contractual or other relationship between the County and any such Constructors. The County disclaims and does not undertake any obligation, duty or responsibility to pay, reimburse, compensate or otherwise be responsible for payment of any fees, charges, rents, licenses, costs, expenses, reimbursements or any other amount to any Constructor. Contracts, agreements, purchase orders and other arrangements between Developer and Constructors for labor, licenses, services, equipment, machinery, materials, supplies and other items utilized in the conduct of the Work shall be consistent with the terms and conditions of this Contract. All Design and Construction contracts entered into by the Developer shall provide that any review or approval of a contract deliverable by the County or the Developer, or the incorporation of suggested revisions by the County, shall not constitute waiver, release or acceptance of any error or omission in the deliverable, shall in no way waive or release Developer or the Constructors from its respective duty to completely perform its obligations under their contracts, the standard of care applicable to the performance of their work, nor constitute a waiver of any claim or warranty. Each Design and Construction contract shall expressly state the following: that Alachua County is an intended third-party beneficiary of the contract; that the contract has been entered into for direct and substantial benefit of Alachua County; and that the Constructor owes a duty to Alachua County to perform its work and services in conformance with the standard of care applicable to the type of work

and services to be performed by the Constructor. The Developer's failure to include these provisions in each Design and Construction contract shall constitute a material breach of this Contract and shall constitute grounds upon which the County may terminate this Contract for cause. Developer shall deliver a copy of each Design and Construction contract to the County no later than 10 calendar days prior to the commencement of Work or services by each Constructor.

- 3 **CONSIDERATION.** Developer represents and warrants to the County that Developer must perform the Work to comply with one or more conditions set forth in the Final Development Order issued by the City of Gainesville, Florida, that approved Developer's Petition DB-21-00225 for the development of a free-standing emergency room. Developer has offered to perform the Work set forth herein, at Developers sole cost and expense and without monetary contribution from the County, in exchange for the County conveying to Developer the drainage easement attached hereto as **Exhibit 6**. Developer shall be solely responsible for the costs of the Design and Construction of the Work.

4 **PERMITS AND APPROVALS.**

- 4.1 The Developer shall be responsible for obtaining (including, when applicable, performing the work required to obtain) all permits and government approvals necessary for the Project. The County shall provide reasonable support and assistance to the Developer with respect to data or information needed for inclusion in permit or approval applications.
- 4.2 The Developer shall take all actions necessary to maintain in full force and effect all Project permits and government approvals. The Developer shall also be responsible for securing any needed revisions, modifications, amendments, supplements, renewals, or extensions of all such permits and government approvals.
- 4.3 The making of the Contract does not constitute an abrogation of the County's governmental or land development regulatory powers, and the Developer's obligations to comply with applicable Laws and Regulations include the Developer complying with all development approvals required by the County in its capacity as a governmental authority. The Contract shall not prevent the County from enacting or seeking to enforce any Laws or Regulations which may affect the Site or its vicinity, regardless of whether such Law or Regulation is the result of action by the BOCC or by initiative (petition) and referendum, or by any other applicable procedures. Whenever the County seeks to enforce any existing or future Law or Regulation as against the Site or its vicinity, this paragraph shall not waive or affect the Developer's ability (a) to contest the validity or application of such Law or Regulation, (b) to assert whatever defenses or avoidances as may be available for the Developer, or (c) to seek judicial review as may be available. However, the Contract shall not serve as the basis for a damages claim against the County, and the Developer shall not assert a damages claim with respect to such enforcement as to the Site or its vicinity.

- 5 **CONTRACT TIME AND DAMAGES.** It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Developer is authorized to begin performance under this Contract as of the Effective Date. The Contract Time shall begin as set forth within

the issuance of a Notice to Proceed to the Developer by the County. Contract Time for Substantial Completion is **90** Working Days from the Developer's receipt of the Notice to Proceed. Contract Time for Final Completion is **45** calendar days after Substantial Completion is met, unless extended in accordance with §218.735(7)(c), Florida Statutes.

## **6 DESIGN AND CONSTRUCTION DELAYS.**

- 6.1 If the County, or anyone for whom the County is responsible, delays, disrupts, or interferes with the performance or progress of the Design and Construction, then the Developer shall be entitled to an equitable adjustment in the project schedule, but shall not be entitled to any monetary damages from the County. The Developer's entitlement to an adjustment of the project schedule is conditioned on such adjustment being essential to the Developer's ability to perform its obligations in compliance with the project schedule.
- 6.2 The Developer shall not be entitled to any adjustment in the project schedule for delay, disruption, or interference in Design and Construction caused by or within the control of the Developer. Delay, disruption, and interference attributable to and within the control of the Developer, or any of its affiliates or Constructors, shall be deemed to be within the control of the Developer.
- 6.3 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve the Developer of its duty to perform or give rise to any right to damages or compensation from the County. The Developer expressly acknowledges and agrees that it shall receive no damages for delay. The Developer's sole remedy, if any, against the County will be the right to seek an extension to the project schedule; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the County be liable to the Developer whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

## **7 PERFORMANCE AND PAYMENT BONDS**

- 7.1 Within ten (10) business days after signature of this Contract by the Parties, Developer shall provide County with Payment and Performance Bonds, in the forms prescribed as **Exhibits 7 & 8** in the amount equal to the total price of all construction contracts, as security for the faithful performance and payment of all of the Developer's construction obligations under this Contract, the costs of said bonds are to be paid by the Developer. These bonds shall remain in effect until one year after the date when final payment on the construction contracts becomes due, except as provided otherwise by Laws or Regulations, or by specific provisions of the Contract.
- 7.2 The bonds shall be executed by such sureties as are named in "Companies Holding

Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- 7.3 If the surety for any bond furnished by the Developer is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by this Contract, the Developer shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County’s approval.
- 7.4 The Developer shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts. In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Developer shall record a copy of the Performance and Payment Bonds, together with the Notice to Proceed, in the Public Records of Alachua County, Florida, prior to performing any Work under this Contract. The Developer shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Contract. The Developer shall not perform any Work under this Contract prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to the Developer’s authorization to perform any Work under this Contract and to the County’s obligations under this Contract. If the Developer fails to obtain a required bond, the County may exclude the Developer from the Site and exercise the County’s termination rights under this Contract.

## **8 PROJECT DOCUMENTATION.**

- 8.1 The County and the Developer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- 8.2 The Developer shall provide the County with final record drawings for all Work. The County may retain copies of all such drawings for information and reference in connection with the Project Facilities. Upon conveyance of the Drainage Easement by the County to the Developer, all rights and interests, including the copyright, in the design, including any Drawings and Specifications, shall pass to the County.
- 8.3 In addition to anything required by Exhibit 2, the Developer shall provide the following documentation to the County with its notice that the Work has is ready for final inspection:
- Final Lien Waivers and Payment Bond Releases from Constructors;

- As-build road drawing for the new segment of road certified by a Florida Professional Engineer;
- As-built drawings for the new drainage system certified by a Florida Professional Engineer;
- Utility relocation certification from each utility company that had equipment or facilities relocated; and
- Permit issued for the project by the applicable water management district.

## 9 **MAINTENANCE OF TRAFFIC.**

9.1 Developer shall prepare and submit a maintenance of traffic plan (“MOT Plan”) to the County Engineer for Approval and must receive approval of the plan prior to performing any Work within the County Right-of-Way. The principles and minimum standards for development of the MOT Plan shall be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual on Uniform Traffic Control Devices. This shall include all temporary pavement markings and the placement of the work zone RPM’s on all asphalt intermediate surfaces. The MOT Plan shall include maintenance of pedestrian and bicycle accessibility through the work zone in accordance with FDOT and ADA standards at all times. The MOT Plan shall include an off-duty law enforcement officer anytime a flagman is required in a signalized intersection. The MOT Plan shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation. It is the Developer’s responsibility to replace any signs that are damaged during construction. Access to all driveways shall be provided at all times unless a closure is coordinated with the property owner. Coordination for driveway access with the property owners shall be the responsibility of the Developer. The Developer shall provide and maintain temporary vehicle detection at all traffic signals; use of infrared detectors is prohibited. The Developer shall notify the Alachua County Public Works Department at least two working days prior to any planned closures. NO LANE CLOSURES ARE PERMITTED FROM 7:00 AM to 9:00 AM and from 4:30 PM to 6:30 PM. The Developer shall adhere to all requirements of the approved MOT Plan at all times.

## 10 **SITE CONDITIONS.**

10.1 The Developer has the sole and complete duty and responsibility to investigate, evaluate and determine the suitability of the Site for the purposes set forth in this Contract. Developer represents and warrants to the County that it has conducted and performed all inspections, testing, evaluations and analysis necessary to determine the suitability of the Site for the Work and proposed uses of the Site, and the Developer represents and warrants to the County that the Site is suitable for the Work, including the proposed uses of the Site for use as a County road and related drainage. The County makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information furnished by the County in connection with the Site. Any materials, data or information furnished by the County in connection with the Site are provided to the Developer as a



convenience only and any reliance on or use of such materials, data or information by the Developer is at the sole risk of the Developer. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT ITS USE OF COUNTY PROPERTY WILL BE “AS-IS,” “WHERE-IS,” AND “WITH ALL FAULTS,” AND THE COUNTY HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE) WHICH MIGHT BE PERTINENT IN CONSIDERING WHETHER TO MAKE AND ENTER INTO THIS CONTRACT, AND THE COUNTY HAS NOT MADE, AND THE DEVELOPER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS. THE COUNTY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, GUARANTIES, OR ANY PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE SITE FURNISHED BY ANY PERSON REPRESENTING OR PURPORTING TO REPRESENT THE COUNTY. By entering into this Contract, the Developer represents and warrants that it has been given sufficient time to inspect the Site to its satisfaction.

11 **DEVELOPER’S REPRESENTATIONS AND WARRANTIES.** The Developer hereby warrants, represents, and covenants to the County as follows:

- 11.1 The Developer is experienced, competent and qualified to perform the services, duties, obligations and other work contemplated by this Contract.
- 11.2 The Developer has and shall maintain at all times during the term of this Contract sufficient expertise and other resources to perform its services, duties and obligations under this Contract.
- 11.3 The Developer holds and shall maintain at all times during the term of this Contract all certifications as may be necessary to perform its services, duties and obligations under this Contract.
- 11.4 The County and its agents shall have access to the Project for purposes of observing and inspecting the Work provided that such observation and inspection shall not unreasonably interfere with the construction of the Work.
- 11.5 If the County notifies the Developer of any work which it believes does not comply with the Plans and Specifications or is otherwise inadequate, the Developer shall promptly investigate and notify the County of any remedial action for such non-compliance that the Developer proposes, which the County may approve or disapprove. If such action is approved by the County, the Developer will promptly take such action and notify the County when the action is completed. No failure to inspect or provide notice by the County shall relieve the Developer from its obligations under this Contract.

- 11.6 The Developer has visited the Site, conducted a thorough examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the Work.
- 11.7 The Developer is familiar with and is satisfied as to all Laws and Regulations that may affect the Work.
- 11.8 Based on the information and observations referred to in the preceding paragraph, the Developer agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for proceeding with the Work under the Contract terms, pursuant to the Milestones, and in accordance with the other terms and conditions of the Contract.

## 12 ALACHUA COUNTY MINIMUM WAGE

- 12.1 The Work performed through this Contract is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. During the term of this Contract, Developer shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Developer will require the same of its Constructors who provide Covered Services.
- 12.2 Current required Alachua County Government Minimum Wage is \$16.00 per hour when qualifying health benefits amounting to at least \$2.00 per hour are provided to a Covered Employee and \$18.00 when health benefits are not provided to a Covered Employee (collectively, the “Minimum Wage”).
- 12.3 The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 12.4 The Developer shall provide certification, the form of which is attached hereto as **Exhibit 9**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Contract.
- 12.5 The Developer shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Developer is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 12.6 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract.

12.7 The Developer will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Developer and subcontractor.

13 **NOTICES** - Except as otherwise provided in this Contract any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, County's and Developer's representatives are:

County:

Alachua County Public Works  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
Attn: Public Works Director

Developer:

North Florida Regional Medical Center, Inc.  
One Park Plaza  
Nashville, TN 37203

and

P.O. Box 750  
Nashville, TN 37202

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Finance and Accounting

and

Purchasing Division  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, Florida 32601  
Attn: Contracts

14 **GOVERNING ORDER OF DOCUMENTS.** In cases of discrepancy, the governing order of the documents is as follows:

14.1 Amendments and Change Orders

- 14.2 This Contract
- 14.3 The Scope of Work Process (**Exhibit 4**)
- 14.4 The Project Layout and Design (**Exhibit 3**)

## **15 INDEMNIFICATION**

- 15.1 To the maximum extent permitted by Florida law, Developer hereby agrees to indemnify, protect, defend and hold harmless the County, its current and future county commissioners, officers, employees, agents, representatives, successors and assigns (the "County Indemnitees") from and against any and all claims, actions, suits, proceedings, investigations, audits, losses, liabilities, penalties, fines, sanctions, damages, demands, causes of action, costs and expenses including, but not limited to, all reasonable consulting, engineering, reasonable attorneys (in-house and outside counsel) or other professional fees including disbursements (collectively, "Losses"), which County Indemnitees, or any of them, may incur or suffer by reason of the following arising out of relating to or resulting from the following actions in the Developer's conduct of the Work or the activities of Developer or Constructors on the County's Property in connection with the Work or Developer's breach of this Contract: (i) bodily injury or death of any natural person; (ii) damage to property of any person or entity; (iii) violations of Laws and Regulations; and (iv) misappropriation, infringement or misuse of intellectual property or industrial property rights of a third party; except to the extent any such Losses were caused primarily by the negligent or willful misconduct or omissions of the County Indemnitees, or any of them. Developer's indemnity obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Developer under any statutory program or scheme, including without limitation, any workers compensation, disability benefit or other employee benefit acts.
- 15.2 The Developer's obligation to indemnify under this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 15.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Developer's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Developer.
- 15.4 In any and all claims against the County or any of its agents or employees by any employee of the Developer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 15.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

## 16 **PROJECT RECORDS**

- 16.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.2 In accordance with Section 119.0701, Florida Statutes, the Developer, when acting on behalf of the County, as provided under Section 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Developer shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 16.3 The Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including materials exempt from disclosure pursuant to Section 119.071(3)(b)(1), Florida Statutes, are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Developer does not transfer the records to the County. Upon the completion of the Contract, the Developer shall transfer, at no cost, to the County all public records in the possession of the Developer and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County.
- 16.4 Subject to any statutory requirements, the Developer shall maintain the confidentiality of all financial and other operational information relating to the Project, except to the extent that (i) disclosure is required by law, (ii) disclosure is required for any filing or application in connection with a permit, certificate of occupancy, license or franchise, or (iii) such confidential information needs to be provided to any other consultant or professional being engaged by or on behalf of the County.
- 16.5 **IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE NUMBER: (352) 384-9132; ADDRESS: 12 SE 1<sup>st</sup> Street, Gainesville, FL 32601.**

- 16.6 **Compliance:** The Developer may be subject to penalties under §119.10, Florida Statutes, if the Developer fails to provide the public records to the County within a reasonable time.
- 17 **INSURANCE.** Throughout the term of this Contract, the Developer shall provide insurance of the types and in the amounts set forth in **Exhibit 10**. The Developer shall also require any Constructors to provide insurance as set forth in **Exhibit 10**.
- 18 **SEVERABILITY.** It is understood and agreed by the Parties to this Contract that if any of the provisions of the Contract shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 19 **AMENDMENT.** This Contract may be amended or modified only in writing, executed by each Party. A waiver of enforcement of any obligation or waiver of covenant or the exercise of any right or remedy shall be in writing and signed by the Party to be bound thereby in order to be effective. The provisions of this Contract are severable and the invalidity of one or more of the other provisions hereof shall not affect the validity or enforceability of any of the provisions hereof. This Contract is the product of negotiation and neither Party shall be burdened by any presumption on the basis of its involvement in the drafting and preparation of this Contract.
- 20 **TERMINATION.**
- 20.1 If the Developer shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the Developer herein (a "Developer Default"), the County shall have the right to give written notice of such Developer Default to the Developer, and if, within 10 business days after receipt of such notice, the Developer has not promptly commenced or proposed for County consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of the County shall include the right to terminate this Contract by giving written notice to the Developer, whereupon this Contract shall automatically cease and terminate, subject, however, to the rights and remedies of the County to recover damages sustained by the County and other available remedies, and the survival of the Developer's indemnity and insurance obligations hereunder.
- 20.2 If the County shall materially breach, violate or fail or refuse to timely perform in accordance with the requirements hereof any of the terms, conditions, covenants or agreements made by the County herein (a "County Default"), the Developer shall have the right to give written notice of such County Default to the County, and if, within 10 business days after receipt of such notice, County has not promptly commenced or proposed for Developer consent its recommended course of action to cure such default (and thereafter diligently pursues such cure to completion within the period for the performance and completion of the Project), the rights and remedies of the Developer shall include the right to terminate this Contract by giving written notice to the County, whereupon this Contract shall automatically cease and terminate.

- 21 **INDEPENDENT CONTRACTOR** While Section 336.71, Florida Statutes, refers to public-private cooperation, that reference is to a means of project delivery, and not a description of a legal entity or relationship. The Contract does not create any principal-agent or employer-employee relationship, partnership, or joint-venture between the Parties. In the performance of this Contract, the Developer will be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Developer shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Developer in the full performance of this Contract. Neither Developer nor anyone employed by Developer shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.
- 22 **E-VERIFY** In accordance with section 448.095, Florida Statutes, as created by chapter 2020-149, Laws of Florida, the Developer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Developer during the term of the Contract. The E-Verify system is located at <https://www.uscis.gov/e-verify>. The Developer shall expressly require any Constructors to utilize the E-Verify system.
- 23 **CHOICE OF LAW.** The laws of the State of Florida shall govern this Contract and the duties and obligations stated within this Contract. Sole and exclusive venue for all actions arising under this Contract shall be in Alachua County, Florida.
- 24 **COMPLETE AGREEMENT.** This Contract contains the sole and entire agreement between the County and the Developer and supersedes any other written or oral agreements between them not incorporated herein.
- 25 **NON-WAIVER.** No waiver of provisions of the Contract or any amendment thereto shall be effective unless they are in writing and signed by the Party against which enforcement is to be had. The failure of any party to exercise any right in this Contract will not waive such right in the event of any further default or non-compliance.
- 26 **MUTUAL WAIVER.** In no event shall either Party have any liability to the other or its affiliates, contractors or subcontractors on account of any consequential, incidental, indirect, special, punitive or exemplary damages, whether in contract, tort (including negligence and strict liability) or under any other legal or equitable principles whatsoever, or for any loss of profits, opportunity, reputation, financing or revenue.
- 27 **ASSIGNMENT AND TRANSFER.** Developer shall not permit this Contract or any of its obligations or rights hereunder to be delegated or assigned voluntarily, involuntarily or by operation of law, without the express prior written authorization of the County at its sole and absolute discretion; provided, however, that Developer shall be permitted to assign this Contract in whole to an affiliate of Developer, so long as Developer is in control of such affiliate and such assignment does not relieve Developer of its financial obligations under this Contract. No such written authorization, however, shall be construed as discharging or releasing Developer from the performance and the fulfillment of its obligations under this Contract. This Contract shall inure to the benefit of and bind the Parties and their permitted successors and permitted assigns.
- 28 **NO THIRD PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

29 **EXECUTION IN COUNTERPARTS.** This Contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument. The Parties agree that an electronic version of this Contract shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Contract, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Contract and shall provide the Developer with instructions on how to use said method. Delivery of this Contract or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)**



**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Anna Prizzia, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

WITNESS

**DEVELOPER:  
NORTH FLORIDA REGIONAL MEDICAL  
CENTER, INC.**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**IF THE DEVELOPER IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**



## DEPARTMENT OF SUSTAINABLE DEVELOPMENT

To: Catalyst Design Group  
941 W Morse Blvd  
Winter Park, FL 32789

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**RE: Petition DB-21-00225:** Archer Road FSER

Dear Ian Anderson:

A final development order for Petition DB-21-00225 was approved on 11/18/2022, for Archer Road FSER Major development review for 10,860 SF Free-Standing Emergency Room (FSER). The development order shall be effective for a period of one year from the date of approval, .

This approval is subject to conditions of the approved development plan as indicated within ProjectDox and is valid only if development commences and continues pursuant to an active building permit to completion with due diligence and in good faith according to the terms and conditions of approval. Any modifications to the approved plan shall first request an amendment in accordance with the process for development review.

Appeal of decision. The development order may be appealed to a hearing officer. The appeal must be filed within 30 calendar days of the date of approval. Any action taken during the appeal period is taken at the sole risk of the property owner and the owner may be required to undo any work done if the decision is overturned by an appeal.

Prior to the expiration date you may apply for a building permit through the Building Division by contacting (352) 334-5050 or [building@gainesvillefl.gov](mailto:building@gainesvillefl.gov). The removal or demolition of a building or structure will require a separate permit from the Building Division. A separate site work permit is required for improvements to the site, such as but not limited to, excavation, stormwater structures, paving, vehicle entrances, and required landscaping. If you have any questions or need additional information, please contact Juan Castillo at 352-393-8698 or [castilloj1@cityofgainesville.org](mailto:castilloj1@cityofgainesville.org).

Sincerely,

Juan Castillo  
Department of Sustainable Development  
City of Gainesville



June 13, 2023 [VIA EMAIL]

Mr. Ramon Gavarrete, P.E.  
Public Works Director/County Engineer  
Alachua County Public Work Department  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653

RE: North Florida Regional Medical Center, Inc. – Fred Bear Drive Realignment Public-Private Cooperation (PPC)

Dear Ramon,

Thank you for meeting with David Forziano, Senior Assistant County Attorney, and me to discuss proposed development by North Florida Regional Medical Center, Inc. (Hospital) of a free-standing emergency room on property owned by Hospital near the Interstate 75 and State Road 24 (Archer Road) interchange. Such free-standing emergency room would be accessed utilizing Fred Bear Drive. As you know, Fred Bear Drive was constructed in the mid-1970s, and the nearly fifty-year-old facility is not well suited to meet our growing community's needs. Not only does it contain multiple varying radius curves as it approaches State Road 24, but its alignment does not provide traditional storage area for turning movements, it has limited sight distance, and drainage areas are either non-existent or undersized.

In concert with Hospital's development of a free standing emergency room at such location, Hospital is requesting Public-Private Cooperation (PPC), consistent with Florida Statutes § 336.71, to allow Hospital to relocate and reconstruct Fred Bear Drive's northern portion upon lands owned by Hospital. Such relocation and reconstruction will create a more standardized curve, increase storage area for turning movements, improve sight distance, and establish a code-compliant drainage system. This request is consistent with § 336.71 for PPC regarding the construction of county roads, as describe below and demonstrated in the attached plans [emphasis added]:

(1) If a county receives a proposal, solicited or unsolicited, from a private entity seeking to construct, extend, or improve a county road or portion thereof, the county may enter into an agreement with the private entity for completion of the road construction project, which agreement may provide for payment to the private entity, from public funds, if the county conducts a noticed public hearing and finds that the proposed county road construction project:

(a) Is in the best interest of the public

*As noted above, the nearly half century old road is substandard for Alachua County's and the State of Florida's existing and future residents, businesses, and the region's long-term needs. The partial reconstruction of Fred Bear Drive is in the best interest of the public because the roadway will be constructed to current standards resulting in an outcome delivering a more practicable alignment by smoothing the road's curve, increasing turning movement staging capacity, providing a higher Pavement Management Index (PMI), and improving Stormwater Management Facilities (SMF).*

*The combination of the above items delivers a significant benefit in the best interest of the public. Absent the proposed PPC, no roadway or SMF modification are proposed in the Metropolitan Transportation Planning Organizations (MTPO's) List of Priority Projects Fiscal Years 2023-24 to 2027-28.*

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**(b)** Would only use county funds for portions of the project that will be part of the county road system.

*No county funds will be utilized, as the road will be constructed privately on property to be dedicated to Alachua County following completion, inspection, and transfer through the Right of Way (ROW) Dedication process. The only county funds associated in the request are for the Public Hearing's advertisement.*

**(c)** Would have adequate safeguards to ensure that additional costs or unreasonable service disruptions are not realized by the traveling public and citizens of the state.

*Since the proposed roadway and associated SMF will be built by the developer on private property, then transferred to Alachua County, adequate safeguards are in place to ensure additional costs or unreasonable service disruptions are not realized by the traveling public and citizens of the state. The proposed roadway and SMF are defined in the attached sheets C5.10, C5.11, and C6.01.*

*A full Engineer's Cost Estimate was prepared and provided to Alachua County staff (see Attachment A). A signed Maintenance of Traffic (M.O.T.) plan has been prepared and submitted to Alachua County for review and acceptance (see attachment B). In addition, roadway construction will occur on private property and when completed traffic will be moved/routed to the new alignment, which minimizes service disruptions. The M.O.T. plan will be coordinated with First Responders and other service providers so continuity of service within the community is not disrupted.*

**(d)** Upon completion, would be a part of the county road system owned by the county.

*As noted throughout this justification statement, the Fred Bear Drive realignment and associated SMF would be a part of the county road system owned by the county. Of note, Hospital proposes and is requesting an easement over the proposed SMF so routine maintenance can occur and occur at a frequency coinciding with their short- and long-term on-site grounds keeping activities.*

*This easement will also allow for enhanced landscaping and hardscaping features. These community assets are generally not possible in a public roadway project because perpetual maintenance is not practicable within the county's limited maintenance budget.*

**(e)** Would result in a financial benefit to the public by completing the subject project at a cost to the public significantly lower than if the project were constructed by the county using the normal procurement process.

*By incorporating the new roadway's construction and SMF creation in concert with construction and delivery of a new hospital and associated medical facilities, the proposed PPC results in a financial benefit to the public by completing the street project at no cost to the public. As Fred Bear Drive exists today, if the County were to propose upgrades there is not adequate ROW to bring the roadway into compliance with current standards.*

*Therefore, modifications outside the proposed Public-Private Coordination are highly unlikely. The PPC also promotes a realignment and adequate ROW whereby paved shoulders and bicycle / pedestrian facilities can be included where practicable and required by Code.*

Thank you for your prompt review of our request and scheduling the item for the earliest practicable Board of County Commissioners (BoCC) Public Hearing. We understand, based on our discussion, the best route to achieving the PPC is through a Developer's Agreement (DA), which we trust you will promptly provide so

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all parties can finalize the document. In addition, we understand you will place both items on the same BoCC agenda to expedite the process and provide the BoCC with a clear understanding and implementing mechanism for their review and approval. We appreciate all your efforts to bring the PPC and DA to completion in July.

Should you need additional information or materials in support of this request, please contact me directly.

Regards,

A handwritten signature in blue ink that reads "Gerry Dedenbach". The signature is fluid and cursive, with the first name "Gerry" being more prominent than the last name "Dedenbach".

Gerry Dedenbach, AICP + LEED AP  
Executive Vice President

n:\2020\20-0063\departments\02\_planning\city-county\public private coordination nfrmc fred bear drive.docx



SITE LAYOUT KEYNOTES		
CODE	DESCRIPTION	DET #/SHT #
(S1B)	ASPHALT PAVEMENT WITHIN PUBLIC ROW	3 / C8.02
(S3A)	TYPE "D" CURB	FDOT INDEX 520-001
(S3B)	TYPE "F" CURB	FDOT INDEX 520-001
(S3C)	TYPE "B" CURB	FDOT INDEX 520-001
(S6)	TACTILE WARNING MATT	FDOT INDEX 522-002
(S7A)	CURB RAMP (TYPE CR-G) W/ TACTILE WARNING MATT	FDOT INDEX 522-002
(S1B)	DIRECTIONAL ARROWS	FDOT INDEX 711-001
(S1B)	PEDESTRIAN CROSSWALK	FDOT INDEX 711-001
(S2B)	MULTI-PURPOSE LIGHT-DUTY ASPHALT TRAIL	10 / C8.01
(S23)	PAINTED STOP BAR (24")	FDOT INDEX 711-001
(S24)	GORGING & STRIPING	FDOT INDEX 711-001
SITE SIGNAGE KEYNOTES		
CODE	DESCRIPTION	DET #/SHT #
(S67)	MONUMENT SIGN	SEE ARCH PLANS

LEGEND	
BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	
TACTILE WARNING	

## NOTES

- SEE SHEET C2.00 FOR GENERAL NOTES.

## ROADWAY DESIGN CRITERIA

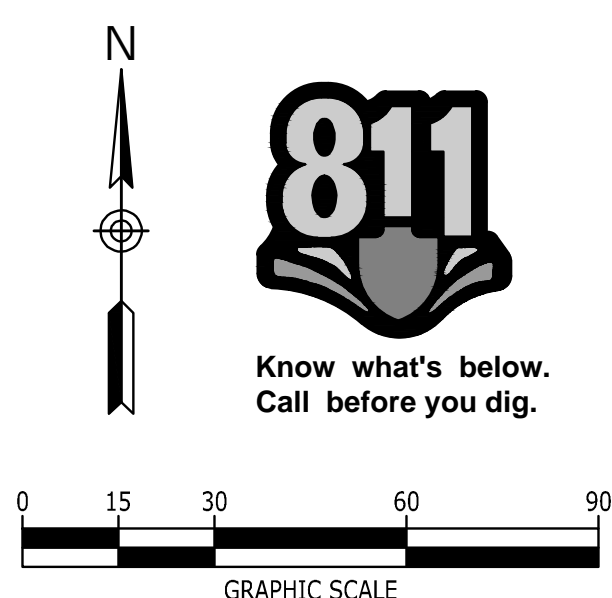
POSTED SPEED: 25 MPH  
DESIGN SPEED: 25 MPH  
MIN SAG K-VALUE: 26  
MIN CREST K-VALUE: 19  
INTERSECTION APPROACH DESIGN SPEED: 25 MPH

## NOTES

- PER TABLE 210.9.2 FOUND IN THE FDOT DESIGN MANUAL, NO SUPER ELEVATION IS NEEDED FOR THE EASTERN CURVE, DUE TO THE DESIGN SPEED AND RADIUS OF THE CURVE, THE ROAD WILL BE DESIGNED AS REVERSE CROWN (SEE RED RECTANGLE IN CHART TO THE LEFT).
- A SEPARATE PERMIT IS REQUIRED FOR THE IRRIGATION IN THE ALACHUA COUNTY PUBLIC RIGHT-OF-WAY.

## ALACHUA COUNTY NOTES

- CONSTRUCTION TO MEET THE ALACHUA COUNTY CONSTRUCTION AND INSPECTION STANDARDS.
- ALL PAVEMENT MARKINGS TO BE INSTALLED PRIOR TO OPENING THE ROADWAY TO TRAFFIC.
- CONTRACTOR SHALL CONTACT ALACHUA COUNTY PUBLIC WORKS FOR INSPECTIONS PRIOR TO PAVING REGARDING, BUT NOT LIMITED TO, SILT FENCE, MAINTENANCE OF TRAFFIC, SUBSOIL EXCAVATION, STABILIZED SUBGRADE, LIMEROCK BASE, SWEPT PRIMED LIMEROCK BASE.
- RAISED PAVEMENT MARKERS (RPMs) SHALL BE INSTALL PER FDOT INDEX 706-001 WITHIN PUBLIC RIGHT-OF-WAY. RPMs SHALL BE INSTALLED PRIOR TO OPENING THE ROADWAY TO TRAFFIC.
- ALL FINAL PAVEMENT MARKINGS WITHIN PUBLIC RIGHT-OF-WAY TO BE THERMO PLASTIC AND INSTALLED 30 DAYS AFTER THE PLACEMENT OF THE FRICTION COURSE.
- ALL ASPHALT AND CONCRETE MIX DESIGNS TO BE APPROVED BY THE ALACHUA COUNTY WITHIN PUBLIC RIGHT-OF-WAY.
- ASPHALT CORES TO BE SAMPLED AND TESTED BY AN APPROVED INDEPENDENT LABORATORY.
- ALL TEST RESULTS WITHIN PUBLIC RIGHT-OF-WAY TO BE SIGNED AND SEALED AND DELIVERED TO ALACHUA COUNTY PUBLIC WORKS.
- EXISTING UTILITIES TO BE LOCATED AND ABANDONED OR REMOVED WITHIN THE VACATED RIGHT OF WAY.
- CONTRACTOR SHALL REPLACE IMPACTED SIGNAL LOOPS.



## BULLETIN 04 NOTES

- PLAN & PROFILE SHEETS HAVE BEEN REVISED TO REFLECT THE SITE REVISIONS. THE PROFILE GRADE LINE, SIDEWALKS, AND ALIGNMENTS HAVE BEEN REVISED ACCORDINGLY. ADDITIONAL PLAN REVISIONS ARE IN RESPONSE TO DISCUSSIONS AND COMMENTS FROM THE LOCAL AHIS (CITY, COUNTY, SIRMMD, AND GRU).

## SUPERELEVATION TRANSITION EQUATIONS\*

$L_c = 45$  FT. (FROM TABLE)

$L_T = (NC / e_p) \times L_c = (2 / 2) \times 45 = 45$  FT.

$L = L_c + L_T = 45 + 45 = 90$  FT.

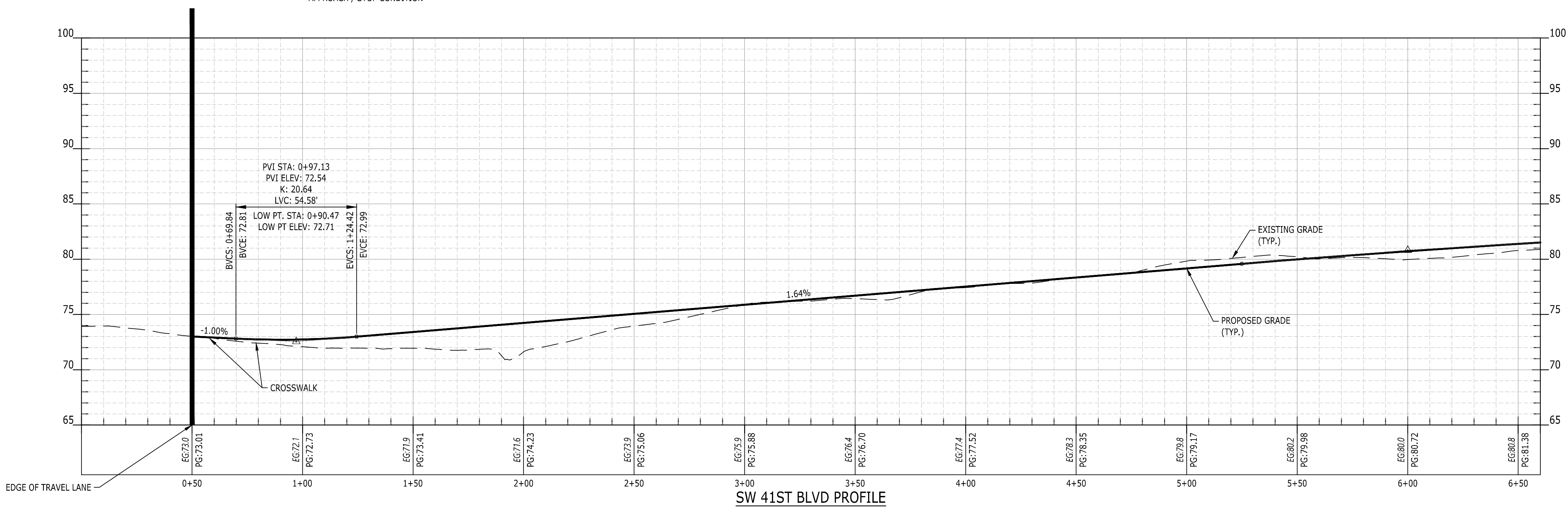
\*SEE SHEET C5.11 FOR TRANSITION DETAIL

Table 210.9.2 Superlevation Rates for  $e_{max} = 0.05$ 

Superlevation Rates ( $e_{max} = 0.05$ ) Tabulated Values		Design Speed (mph)			
Degree of Curve (D)	Radius (R) (feet)	25-30	35	45	55
2° 00'	2,665	NC	NC	NC	NC
2° 15'	2,546	NC	NC	NC	NC
2° 30'	2,083	NC	NC	NC	NC
3° 00'	1,910	NC	NC	NC	NC
3° 45'	1,528	NC	NC	NC	NC
4° 00'	1,432	NC	NC	NC	NC
4° 45'	1,208	NC	NC	NC	NC
5° 00'	1,146	NC	NC	NC	NC
5° 15'	1,091	NC	NC	NC	NC
5° 30'	1,042	NC	NC	NC	NC
5° 45'	996	NC	NC	NC	NC
6° 00'	955	NC	NC	NC	NC
6° 15'	917	NC	NC	NC	NC
6° 30'	881	NC	NC	NC	NC
6° 45'	849	NC	NC	NC	NC
7° 00'	819	NC	NC	NC	NC
7° 15'	790	NC	NC	NC	NC
7° 30'	764	NC	NC	NC	NC
7° 45'	739	NC	NC	NC	NC
8° 00'	716	NC	NC	NC	NC
8° 15'	694	NC	NC	NC	NC
8° 30'	674	NC	NC	NC	NC
8° 45'	656	NC	NC	NC	NC
9° 00'	637	NC	NC	NC	NC
9° 15'	623	NC	NC	NC	NC
10° 00'	573	NC	NC	NC	NC
10° 30'	546	NC	NC	NC	NC
11° 00'	521	NC	NC	NC	NC
12° 00'	477	NC	NC	NC	NC
13° 00'	441	NC	NC	NC	NC
14° 00'	409	NC	NC	NC	NC
15° 00'	382	NC	NC	NC	NC
16° 00'	358	NC	NC	NC	NC
17° 00'	337	NC	NC	NC	NC
18° 00'	318	NC	NC	NC	NC
19° 00'	302	NC	NC	NC	NC
20° 00'	286	NC	NC	NC	NC

Notes:  
(1) NC = Normal Crown (0.02), RC = Reverse Crown (0.02)  
(2) Rates for intermediate D's and R's are to be interpolated.  
(3) Design speeds of 25 mph are to be designed as 30 mph.

WESTERN CURVE (RADIUS=230')  
FALLS BELOW THE TABLE, BUT  
ONLY REVERSE CROWN  
PROPOSED DUE TO SIGNAL  
APPROACH / STOP CONDITION



P:\2021\20210004\_MFRNC Archer Rd FSER & Rehab (Aspldng)Construction\20210004\_C5-1\_FDOT-LAY.dwg-C5.10 Plan and Profile Dec 01, 2022 anderson







**OWNER**  
HOSPITAL CORPORATION OF AMERICA (HCA)  
ONE PARK PLAZA  
NASHVILLE, TN, 37203

**ARCHITECT**  
HKS, INC.  
250 N SAINT PAUL ST, #100  
DALLAS, TX 75201  
## F000119

**INTERIOR DESIGNER**  
HKS, INC.  
350 N SAINT PAUL ST, #100  
DALLAS, TX 75201  
## F000119

**CIVIL ENGINEER**  
CATALYST DESIGN GROUP  
841 W MORSE BLVD, SUITE 100  
WINTER PARK, FL, 32789  
FRN #33093

**LANDSCAPE**  
CATALYST DESIGN GROUP  
841 W MORSE BLVD, SUITE 100  
WINTER PARK, FL, 32789  
FRN #33093

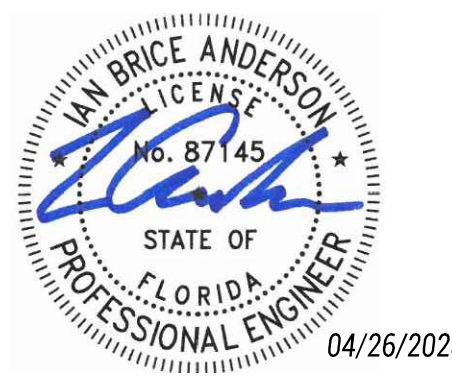
**STRUCTURAL ENGINEER**  
STANLEY D. LINDSEY AND ASSOCIATES, LTD.  
750 OLD HICKORY BLVD, BUILDING 1, SUITE 175  
BRENTWOOD, TN 37027  
COA # 1329

**MEP/LOW VOLTAGE ENGINEER**  
WSP USA BUILDINGS, INC.  
301 E PINE ST, SUITE 1020  
ORLANDO, FL 32801  
## F30131

**HCA DESIGN MANAGER**  
NICOLE HOCH  
**HCA CONSTRUCTION MANAGER**  
BEN MCALPIN

NORTH FLORIDA  
REGIONAL MEDICAL  
CENTER  
6500 W. NEWBERRY ROAD  
GAINESVILLE, FL 32605  
(352) 333-4000

**HCA**  
Healthcare™  
Archer Road FSER



REVISION NO.	DESCRIPTION	DATE
1	BULLETIN 01	06/22/2023
2	BULLETIN 02	08/04/2022
4	BULLETIN 04	12/01/2022
5	BULLETIN 05	04/26/2023

HKS PROJECT NUMBER  
24397.000  
HCA PROJECT NUMBERS  
3091600039  
AHCA CLIENT CODE/FILE-PROJECT SUB  
23/100204-152-1

DATE  
02 SEPTEMBER 2021  
ISSUE  
ISSUE FOR  
CONSTRUCTION  
SHEET TITLE  
GRADING & DRAINAGE  
PLAN

SHEET NO.

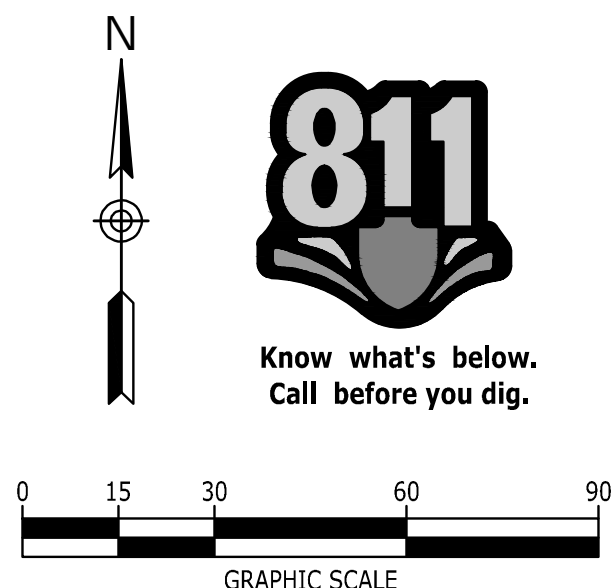
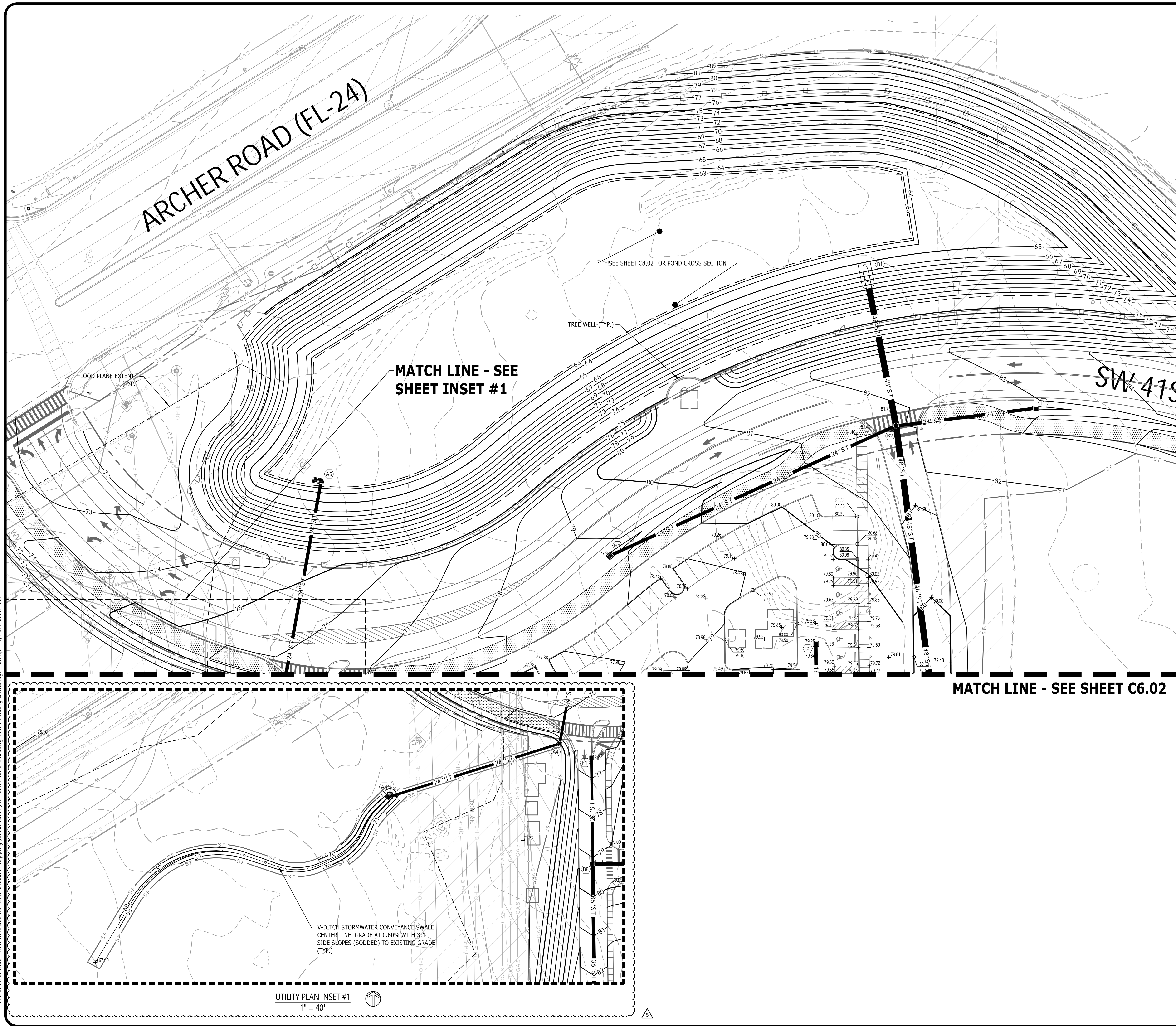
C6.01

GRADING & DRAINAGE KEYNOTES	
CODE	DESCRIPTION
G5	TRANSITION FROM FLUSH CONDITION TO 6" CURB OVER 15 FEET
G10	FLUSH CONDITION
G15	MATCH EXISTING GRADE
G20	BUILDING CONNECTION. SEE PLUMBING PLANS.

LEGEND	
STORM PIPE & INLET	
SPOT ELEVATION	
PROPOSED CONTOUR ELEV.	
DRAINAGE STRUCTURE	
SILT FENCE	
TREE PROTECTION	
INLET PROTECTION	
STRAW BALE FILTER	

- NOTES**
- SEE SHEET C2.0 FOR GRADING & DRAINAGE NOTES.
  - ELEVATIONS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).
  - CONTRACTOR MAY SUBSTITUTE RCP FOR ADS HP STORM PIPE.
  - IF SILTY/CLAYEY SOILS ARE ENCOUNTERED WITHIN THE POND BOTTOM (OR BELOW THE CONTROL ELEVATION OF 69.84'), OVER EXCAVATE BY 2' AND BACKFILL WITH CLEAN SAND.

- G.R.U. GAS NOTES**
- CALL 811 BEFORE DIGGING.
  - CONTRACTOR SHALL LOCATE, PROTECT, AND MAINTAIN 36" COVER OVER EXISTING G.R.U. GAS MAINS AND SERVICES DURING ALL PHASES OF DEMOLITION AND CONSTRUCTION.
  - CONTRACTOR SHALL MAINTAIN 12" ALL-CLEAR ZONE AROUND G.R.U. GAS MAINS AND SERVICES.
  - CONTRACTOR SHALL CONTACT G.R.U. GAS OPERATIONS SUPERVISOR WESLEY LESTER AT PH: 352-538-2570 7 DAYS PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION DOCUMENTS  
ARCHER ROAD FSER

GAINESVILLE, FLORIDA

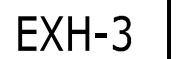
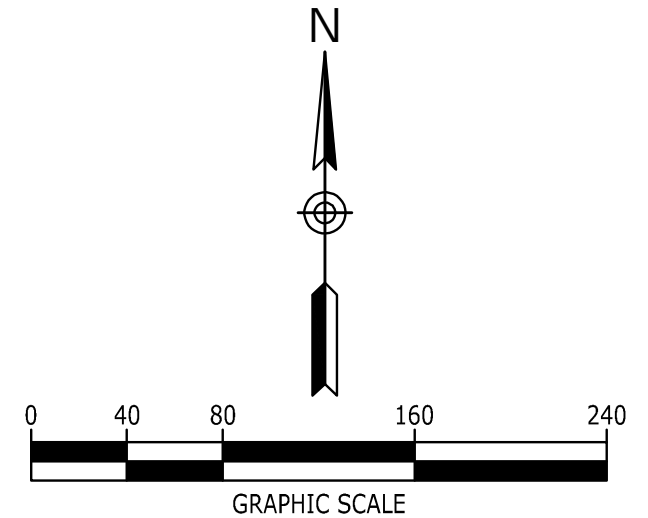
DRAWING TITLE  
GRADING & DRAINAGE PLAN

PROJECT NUMBER  
20210004

DRAWING NUMBER  
C6.01



P:\2021\20210004\_NFRMC Archer Rd FSER & Rehab Hosp\dwg\Exhibits\2023-08-02\_County Roadway Exhibit.dwg-EXH-3 County Roadway Exhibit Aug 02, 2023 landerson



## EXHIBIT 4

### Scope of Work Process

1. Developer shall do the following:
  - a. **Conditions that Must be Satisfied Prior to Temporary Closing of the Old Segment of SW 41<sup>st</sup> Boulevard:**
    - i. **APPLICATION FOR CONNECTION PERMIT.** Developer shall submit an application (the “**Application**”) for a Permit to Connect to County Road that meets all requirements of Sections 407.128 through 407.138, *Access Management and Street Network Standards*, Alachua County Code of Ordinances (the “**Connection Permit Standard**”). In addition to the requirements set forth in the Connection Permit Standards, the Developer’s Application shall also include the following:
      1. **Design Plans and Specifications for the new segment of SW 41<sup>st</sup> Boulevard.** Developer shall design and construct the new segment of SW 41<sup>st</sup> Boulevard (the “**New Road Segment**”), including the related drainage system necessary to support the New Road Segment (the “**New Drainage System**”), in compliance with the County’s *Minimum design and construction standards for streets and drainage systems* set forth in Section 407.141, Alachua County Code of Ordinances, and Sections 407.88, 407.91, 407.92, 407.94, 407.95, 407.97, 407.98, 407.99, 407.100 and 407.101 of the County’s *Stormwater Management* regulations, Alachua County Code of Ordinances. Developer shall prepare and submit three (3) full sets of the design plans and specification (the “**Design Plans**”) of the New Road Segment and the New Drainage System to the County Engineer for review and approval. The Design Plans must be signed and sealed by a

Professional Engineer licensed in the State of Florida. Developer must obtain the County Engineer's approval of said Design Plans prior to commencing construction under the Design Plans.

2. Title Insurance Commitment and Survey for New Road Segment. Developer shall prepare and submit to the County Engineer an American Land Title Association (ALTA) survey (the "**Survey**") and an ALTA Owner's Title Insurance Commitment (2021) for a title insurance policy to be issued in the amount of \$1,110,500 to insure marketable record title in and to the County's fee simple interest in the New Road Segment (the "**Title Commitment**").

- a. Title Commitment. The Title Commitment shall describe the New Road Segment; shall have attached legible copies of all instruments referred to therein; shall show the New Road Segment to be good, marketable, and insurable and shall be subject only to those title exceptions approved in writing by the County Engineer, if any. Any title exceptions shown on the Title Commitment that are reasonably deemed by the County Engineer to be objectionable shall constitute a title defect ("**Title Defect**"). The Developer shall use reasonable efforts to cure all Title Defects (whether arising out of the Title Commitment or the Survey) to the reasonable satisfaction of the County Engineer as a condition precedent to the County Engineer's authority (i) to issue a Certificate of Completion for the New Road Segment (as provided below); or (ii) to authorize the temporary closure of the old

segment of SW 41<sup>st</sup> Boulevard that is the subject of this Contract (the “**Old Road Segment**”). Developer’s failure to cure any Title Defect shall entitle the County to terminate this Contract by providing written notice to the Developer, whereupon the Developer shall return the Old Road Segment to its existing condition that existed on the Effective Date of this Contract and, thereafter, neither Party shall be entitled to any damages and both Parties shall be relieved of any further duties, responsibilities or obligations under this Contract. The County Engineer, on behalf of the County and without further action of or by the Board of County Commissioners of Alachua County, may approve and accept any Title Defect. Said acceptance and approval of Title Defect(s) shall be effective only if in writing and signed by the County Engineer. The Title Commitment shall remain valid and updated through the date the Developer conveys title in the New Road Segment to the County.

- b. Survey. The Survey of the New Road Segment shall be made by a Florida licensed surveyor and shall: (i) be certified to the County, the Developer, and the title insurance company issuing the Title Commitment; (ii) meet the requirements of Chapter 472, Florida Statutes; (iii) include a “metes and bounds” legal description approved by the County Engineer; (iv) locate all title exceptions listed in the Title Commitment; and (v) be updated to show all road and other improvements constructed on the New Road Segment pursuant to the Design Plans.

If the Survey shows: (vi) encroachments on the New Road Segment, or any improvements located on the New Road Segment encroach onto lands not owned by the County; (vii) that the New Road Segment is not contiguous with the County's existing right-of-way; or (viii) that any other facts or matters affect the marketability of the title to the New Road Segment or otherwise materially impact or limit the use of the New Road Segment for roadway purposes, then any such facts or matters so shown shall constitute a Title Defect. All Title Defects arising out of the Survey shall be considered, processed, and administered under the terms, covenants, and conditions as provided above for the Title Commitment.

- ii. CONNECTION PERMIT. Developer must obtain a Permit to Connect to County Road and complete construction of the New Road Segment in accordance with the Design Plans approved by the County Engineer.
- iii. INSPECTIONS AND ACCEPTANCE OF NEW ROAD SEGMENT. Developer shall complete construction of the New Road Segment according to the Design Plans approved by the County Engineer and in compliance with all provisions of Section 407.86, Alachua County Code of Ordinance, including without limitation, the requirement to provide either an irrevocable letter of credit or maintenance surety bond in an amount equal to 10% of the cost of construction of the New Road Segment to guarantee the Developer's maintenance, repair and replacement obligations for the New Road Segment for a period of at least one year.

iv. CERTIFICATE OF COMPLETION FOR THE NEW ROAD SEGMENT. The County Engineer's authority to temporarily close the old segment of SW 41<sup>st</sup> Boulevard that is the subject of this Contract (the "**Old Road Segment**") is conditioned on the County Engineer first issuing a Certificate of Completion for the New Road Segment in accordance with Section 407.86, Alachua County Code of Ordinances. The Developer is required to ensure that the New Road Segment is opened for public use within two (2) hours of the temporary closing of the Old Road Segment.

b. **Conditions that Must be Satisfied by Developer after the Old Road Segment is Temporarily Closed:**

i. INSPECTIONS AND ACCEPTANCE OF NEW DRAINAGE SYSTEM. Developer shall complete construction of the New Drainage System to be constructed on the Old Road Segment according to the Design Plans approved by the County Engineer and in compliance with all provisions of Section 407.86, Alachua County Code of Ordinance, including without limitation, the requirement to provide either an irrevocable letter of credit or maintenance surety bond in an amount equal to 10% of the cost of construction of the New Drainage System to guarantee the Developer's maintenance, repair and replacement obligations for the New Drainage System to be constructed on the Old Road Segment.

ii. CERTIFICATE OF COMPLETION FOR THE NEW DRAINAGE SYSTEM TO BE CONSTRUCTED ON OLD ROAD SEGMENT. Developer must apply for and obtain a Certificate of Completion in accordance with Section 407.86, Alachua County Code of Ordinances, for the New Drainage System to be constructed on the Old Road Segment.

- iii. RELOCATION OF UTILITIES, EQUIPMENT AND INFRASTRUCTURE IN OLD ROAD SEGMENT. Developer shall cause to be relocated, at Developer's sole expense, all existing utilities, equipment and infrastructure located on, over or within the Old Road Segment that has been temporarily closed, regardless of whether said utilities, equipment, and infrastructure are owned by the County or a third party, if relocation is necessary for Developer to construct the New Drainage System. Developer agrees to indemnify, defend and hold harmless the County for any claims or damages related to damage to any existing utilities, equipment and infrastructure located on, over or within the Old Road Segment.

c. **Issuance of ALTA Owner's Title Insurance Policy; Deeds**

- i. CONVEYANCES; TITLE POLICY. Within Thirty (30) calendar days after the County Engineer issues a Certificate of Completion for both the New Road Segment and the New Drainage System, Developer shall (1) convey the New Road Segment to the County by the Survey's metes and bounds legal description pursuant to a special warranty deed (in a form substantially similar to the version attached hereto as **Exhibit 5**); and (2) deliver to the County an ALTA Owner's Title Insurance Policy (2021) (the "**Title Policy**") in the amount of \$1,150,000 insuring the County's marketable record title in and to the County's fee simple ownership in New Road Segment, subject only to Title Defects expressly approved in writing by the County Engineer. As of the date of this Contract, no Title Defects are approved.
- ii. AUTHORITY OF BOARD CHAIR. The Chair of the Board is authorized to accept said special warranty deed and issue said drainage easement and to execute any documents necessary to effectuate said conveyances, upon receipt of written

recommendation to accept and execute same from the County Engineer.

d. **Developer's Obligations After Issuance of Certificate of Completion.**

- i. **LETTER OF ACCEPTANCE.** At least one year after the County Engineer issues a Certificate of Completion for both the New Road Segment and the New Drainage System, the Developer may apply to the County Engineer for a Letter of Acceptance. If, in the reasonable judgement of the County Engineer, the County Engineer determines that the New Road Segment and New Drainage System performed satisfactorily, the County Engineer shall issue a Letter of Acceptance to the Developer. Upon issuance of the Letter of Acceptance, the Developer may terminate its letter of credit or maintenance bond, as the case may be, and the County shall assume maintenance responsibilities for the New Road Segment. The Developer shall be released from any further maintenance responsibility regarding the New Road Segment, except for repairs or replacement caused by latent defects inherent in the design or construction of the New Road Segment. The issuance of the Letter of Acceptance shall not transfer maintenance, repair, replacement or operational responsibilities of the New Drainage System to the County; those responsibilities shall remain with the Developer, subject to the County's rights under the drainage easement.

2. Nothing herein shall constitute an abrogation of the County's governmental, general regulatory, or land development regulatory powers. Developer shall comply with all applicable laws and regulations, including without limitation the design, permitting and construction standards of the County and any other applicable governmental authority. This Contract shall not prevent the County from



enacting or seeking to enforce any laws or regulations which may affect the Property, the New Road Segment, or the New Drainage System to be designed and constructed by Developer, or any other matter that is the subject of, or related to, this Contract.

**3.** All acts, questions, or decisions (including approvals, authorizations, objections, or termination of the Contract) arising under this Exhibit 4 – Scope of Work Progress may be resolved or made by the County Engineer (only if in writing), in said County Engineer's sole discretion on behalf of the County without further action of or by the Board of County Commissioners of Alachua County.

[execution on following page]

IN WITNESS WHEREOF, the said Grantor has executed this deed under seal on the date aforesaid.

Witnesses:

GRANTOR:

NORTH FLORIDA REGIONAL  
MEDICAL CENTER, INC.  
a Florida corporation

By: \_\_\_\_\_  
Nicholas L. Paul, its Vice President

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Printed Name

STATE OF TENNESSEE                    )  
COUNTY OF DAVIDSON                )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Nicholas L. Paul, the Vice President of North Florida Regional Medical Center, Inc., a Florida corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

Personally Known ☐   
OR  
Produced Identification ☐   
Type of Identification Produced:

EXHIBIT A  
Description of Property

A PARCEL OF LAND SITUATED IN PORTIONS OF SECTIONS 14 AND 23, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET (ALSO KNOWN AS RICE ROAD) (40 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON RICELANDS SUBDIVISION, RECORDED IN PLAT BOOK D, PAGE 74, PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THE SOUTH RIGHT-OF-WAY LINE OF ECIR AVENUE (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090, MARKED BY A 5/8" IRON ROD AND CAP (CHP LB7143); THENCE, ALONG THE NORTHERLY PROJECTION OF SAID EAST RIGHT-OF-WAY LINE OF SOUTHWEST 44TH STREET, NORTH 2°08'35" WEST, 106.90 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 24 (ALSO KNOWN AS ARCHER ROAD) (RIGHT-OF-WAY WIDTH VARIES), AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 24, NORTH 57°57'04" EAST, 468.72 FEET; THENCE, CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 24, SOUTH 32°02'56" EAST, 12.00 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 26260 AND 26090; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTH 32°02'56" EAST, 28.40 FEET, TO A POINT ON A NON-TANGENT CURVE; ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 116.62 FEET, A DELTA ANGLE OF 30°44'45" AND AN ARC LENGTH OF 62.58 FEET (CHORD: SOUTH 49°00'16"EAST, 61.83'), TO A POINT SITUATE ON A NON-TANGENT CURVE, ALSO BEING THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD THE FOLLOWING FIVE (5) COURSES AND DISTANCES: ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 111.68 FEET, A DELTA ANGLE OF 95°24'33" AND AN ARC LENGTH OF 185.97 FEET (CHORD: NORTH 68°39'05" EAST, 165.21'), TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 260.02 FEET, A DELTA ANGLE OF 47°04'13" AND AN ARC LENGTH OF 213.62 FEET (CHORD: NORTH 45°51'28" EAST, 207.66'), TO A NON-TANGENT LINE; NORTH 69°23'33" EAST, 142.10 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.96 FEET, A DELTA ANGLE OF 62°41'28" AND AN ARC LENGTH

OF 240.68 FEET (CHORD: SOUTH 79°18'06" EAST, 228.85'), TO A NON-TANGENT LINE; SOUTH 47°57'27" EAST, 359.31 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 41ST BOULEVARD, NORTH 48°27'09" WEST, 30.13 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 410.00 FEET, A DELTA ANGLE OF 83°08'45" AND AN ARC LENGTH OF 594.98 FEET (CHORD: NORTH 89°37'20" WEST, 544.13'), TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 83°54'03" AND AN ARC LENGTH OF 395.37 FEET (CHORD: NORTH 89°14'41" WEST, 360.98'), TO THE **POINT OF BEGINNING**.

## Exhibit 6 to the Contract

This instrument prepared by:  
Public Works Department  
5620 NW 120 Lane  
Gainesville, FL 32653

ALACHUA COUNTY, FLORIDA

### ***DRAINAGE EASEMENT***

**THIS EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is c/o Alachua County Public Works Department, 5620 NW 120 Lane, Gainesville, Florida 32653 as Grantor, and **NORTH FLORIDA REGIONAL MEDICAL CENTER, INC.** whose mailing address is One Park Plaza, Nashville, Tennessee 37203 as Grantee.

#### **W I T N E S E T H:**

Grantor, for and in consideration of the sum of ONE DOLLAR and other valuable consideration as outlined below, receipt of which is hereby acknowledged, and by these presents does hereby give and grant unto the Grantee, its licensees, agents, successors and assigns, a perpetual non-exclusive drainage easement in, over, under, upon and across the following described property ("Property") in Alachua County, Florida, to wit:

See **Exhibit "A"** attached hereto and incorporated by reference.

**TO HAVE AND TO HOLD** the same unto the Grantee, its successors and assigns forever.

This grant of easement is for the purpose of receiving, storing, and discharging storm water runoff and authorizes Grantee to install, construct and operate drainage improvements, including but not limited to pipes, culverts and pumps within the Property. The Grantor, its successors or assigns, may use the Property in any way which is compatible with the rights granted to the Grantee by this easement, including, but not limited to, use by Grantor for drainage from public rights-of-way and other areas as needed. The following additional terms are set forth:

1. This grant of easement includes all rights to build, construct, install, improve, repair, remove, and replace drainage facilities in, over, under, upon, and across the Property, together with the right to access, observe, inspect, operate, and maintain the drainage facilities located in, over, under, upon, and across the Property.

2. Grantee will construct drainage facilities, at its sole cost and expense, sufficient to support all drainage necessary for SW 41<sup>st</sup> Boulevard and shall comply with all laws and regulations regarding construction and maintenance of the drainage system and Property.
3. Grantee, its successors and assigns, shall be solely responsible, in perpetuity, for the maintenance and repair of the drainage system and Property. Grantor shall have the right, but not the obligation, to maintain and repair the drainage system and Grantee shall reimburse Grantor for such costs.
4. Grantee agrees to assume all liability and to compensate Grantor for any injury or damage to persons or property caused by or arising in connection with the use of the drainage facilities and Property. Grantee will defend and hold Grantor harmless against all actions, claims, damages or demands which may be brought against Grantor by reason of Grantee's actions or inactions, and the actions or inactions of Grantee's invitees, agent an assign, in connection with the drainage facilities.
5. Grantee shall have quiet and peaceful possession, use and enjoyment of this easement.

**IN WITNESS WHEREOF** the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

**Alachua County, Florida**

By its Board of County Commissioners

**ATTEST:**

By \_\_\_\_\_,  
\_\_\_\_\_, Chair

\_\_\_\_\_  
J.K. "Jess" Irby, Esq.  
Clerk of Circuit Court

**Approved as to form:**

\_\_\_\_\_  
Alachua County Attorney's Office

# SKETCH OF DESCRIPTION POND TRACT

EXHIBIT A

## LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ALACHUA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SOUTHWEST 44TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF ECIR AVENUE AS SHOWN ON RIGHT OF WAY MAP SECTION 26260 FOR STATE ROAD NO. 93 ALSO BEING A 5/8" IRON ROD AND CAP (CHP LB7143); THENCE, NORTH 02°08'35" WEST, 106.90 FEET ALONG THE EXTENSION OF EAST RIGHT OF WAY LINE OF SOUTHWEST 44TH STREET TO THE NORTH RIGHT OF WAY LINE OF ECIR AVENUE; THENCE NORTH 57°57'04" EAST, 468.72 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE, SOUTH 32°02'56" EAST, 12.00 FEET, THENCE, NORTH 57°57'04" EAST, 88.54 FEET TO THE POINT OF BEGINNING; THENCE, NORTH 57° 57' 04" EAST, 157.42 FEET; THENCE, NORTH 32° 02' 56" WEST, 5.00 FEET; THENCE, NORTH 60° 29' 46" EAST, 180.18 FEET; THENCE, NORTH 69° 15' 40" EAST, 50.99 FEET; THENCE, NORTH 57° 57' 04" EAST, 5.62 FEET; THENCE, NORTH 69° 24' 48" EAST, 58.20 FEET TO A POINT OF CURVATURE; THENCE, RIGHT ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 62° 38' 48" AND AN ARC LENGTH OF 328.02 FEET (CHORD: SOUTH 79° 15' 48" EAST, 311.92 FEET) TO A POINT OF TANGENCY; THENCE, SOUTH 47° 56' 24" EAST, 325.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 490.00 FEET, A CENTRAL ANGLE OF 82° 41' 58" AND AN ARC LENGTH OF 707.25 FEET (CHORD: NORTH 89° 50' 44" WEST, 647.44 FEET) TO A POINT OF REVERSE CURVATURE; THENCE, RIGHT ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 40° 38' 59" AND AN ARC LENGTH OF 134.80 FEET (CHORD: SOUTH 69° 07' 47" WEST, 131.99 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 03° 18' 51" AND AN ARC LENGTH OF 10.99 FEET (CHORD: NORTH 88° 53' 18" WEST, 10.99 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE, RIGHT ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 55° 13' 38" AND AN ARC LENGTH OF 183.14 FEET (CHORD: NORTH 59° 37' 03" WEST, 176.13 FEET) TO A POINT OF TANGENCY; THENCE, NORTH 32° 00' 15" WEST, 16.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 132,877.00 SQUARE FEET or 3.05 ACRES, MORE OR LESS.

## LEGEND:

EB	ENGINEERING BUSINESS
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
SQ FT	SQUARE FEET
PB	PLAT BOOK
ID	IDENTIFICATION
PG	PAGE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
AC	ACRES
A.K.A.	ALSO KNOWN AS
PRC	POINT OF REVERSE CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON TANGENT
Δ	DELTA
R	RADIUS
L	LENGTH
CB	CHORD BEARING
C	CHORD
PCC	POINT OF COMPOUND CURVATURE

## SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF SOUTHWEST 44TH STREET HAVING A BEARING OF NORTH 02°08'35" WEST.
2. BEARINGS AND DISTANCES ARE BASED ON A FIELD SURVEY.
3. THIS IS A SKETCH AND DESCRIPTION AND IS NOT A BOUNDARY SURVEY AS SUCH.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHT-OF-WAYS, OR ENCUMBRANCES OF RECORD, NOR WAS THE TITLE WORK PROVIDED TO THIS SURVEYOR. THERE MAY BE OTHER EASEMENTS AND/OR ENCUMBRANCES OF RECORDS WHICH AFFECT OR OVERLAP INTO THE PARCEL BEING DESCRIBED HEREIN.

## SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF FLORIDA STATUTES.



Mitchel W Hill  
2023.03.02  
17:28:23-05'00'

MITCHEL W HILL  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NUMBER LS 7374

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. PDF FORMAT COPIES DIGITALLY SIGNED BY THE LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER USING A THIRD PARTY DIGITAL SIGNATURE SERVICE ARE ACCEPTABLE. PAPER COPIES WITHOUT ORIGINAL SIGNATURE AND SEAL ARE NOT VALID.

DESCRIPTION	DATE	PROJECT INFORMATION	
PREPARED	2-27-23	JOB #	21-0014.000
		DRAWN BY	AR
		REVIEWED BY	MHW
		SHEET 1 OF 2	



222 CHURCH STREET  
KISSIMMEE, FL 34741 | PHONE (407) 846-1216  
CERTIFICATE OF AUTHORIZATION: 32059  
EB NO. 8336 | LB NO. 6605



# SOUTHWEST 44TH STREET

40.00' WIDE RIGHT-OF-WAY

EASTERLY  
RIGHT OF WAY  
LINE OF  
SW 44TH STREET

POC  
NW COR LOT 3  
PB D, PG 74  
FOUND 5/8" IRON ROD  
& CAP CHP LB7143

N2°08'35"W  
106.90'

ECIR AVENUE

(RIGHT-OF-WAY WIDTH VARIES  
PER RIGHT OF WAY MAP SECTIONS  
26260 FOR SR NO. 936(75)  
AND 26090 SR NO. 24)

N57°57'04"E  
468.72'

NORTHERLY  
RIGHT OF WAY  
LINE OF ECIR AVENUE

PT

N57°57'04"E  
88.54'

POB

NT

L1

L2

L3

L4

L5

L6

L7

PRC

POND TRACT  
3.05 AC

PCC

PCC

PNT

Δ=82°41'58" R=490.00' L=707.25'  
CB=N89°50'44"W C=647.44'

Δ=62°38'48" R=300.00' L=328.80'  
CB=S79°15'48"E C=311.92'

Δ=62°38'48" R=300.00' L=328.80'  
CB=S79°15'48"E C=311.92'

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CB=S79°15'48"E C=311.92'

Δ=62°38'48" R=300.00' L=328.80'  
CB=S79°15'48"E C=311.92'

## SKETCH OF DESCRIPTION POND TRACT



0 100' 200'

GRAPHIC SCALE  
IN FEET  
1 INCH = 100 FEET

a.k.a. STATE ROAD No. 24

(RIGHT-OF-WAY WIDTH VARIES PER RIGHT OF WAY MAP SECTIONS  
26260 FOR SR NO. 936(75) AND 26090 SR NO. 24)

ARCHER ROAD

SECTION 15-T105-R19E

SECTION 14-T105-R19E

SECTION 23-T105-R19E

SECTION 22-T105-R19E

SECTION 15-T105-R19E

SECTION 14-T105-R19E

SECTION 23-T105-R19E

SECTION 22-T105-R19E

SECTION 15-T105-R19E

SECTION 14-T105-R19E

SECTION 23-T105-R19E

SECTION 22-T105-R19E

SECTION 15-T105-R19E

SECTION 14-T105-R19E

SECTION 23-T105-R19E

SECTION 22-T105-R19E

SECTION 15-T105-R19E

SECTION 14-T105-R19E

SECTION 23-T105-R19E

SECTION 22-T105-R19E

SECTION 15-T105-R19E

SECTION 14-T105-R19E

SECTION 23-T105-R19E

SECTION 22-T105-R19E

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N57°57'04"E	157.42'
L2	N32°02'56"W	5.00'
L3	N69°15'40"E	50.99'
L4	N57°57'04"E	5.62'
L5	N69°24'48"E	58.20'
L6	S32°00'15"E	16.40'
L7	S32°02'56"E	12.00'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	40°38'59"	190.00'	134.80'	S69°07'47"W	131.99'
C2	3°18'51"	190.00'	10.99'	N88°53'18"W	10.99'
C3	55°13'38"	190.00'	183.14'	N59°37'03"W	176.13'

DESCRIPTION	DATE
PREPARED	2-27-23



**KPMFranklin**  
ENGINEERS • PLANNERS • SURVEYORS

222 CHURCH STREET  
KISSIMMEE, FL 34741 | PHONE (407) 846-1216  
CERTIFICATE OF AUTHORIZATION: 32059  
EB NO. 8336 | LB NO. 6605

PROJECT INFORMATION	
JOB #	21-0014.000
DRAWN BY	AR
REVIEWED BY	MHW
SHEET 2 OF 2	

**EXHIBIT 7**  
**Form of Payment Bond**

**PAYMENT BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

**CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR INVITATION TO BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

By:

Witnesses as to Contractor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification.

Notary Public (Signature) :

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE:

---

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

**EXHIBIT 8**  
**Form of Performance Bond**

**PERFORMANCE BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

**CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR INVITATION TO BID NO.:

**BOND**

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered in the presence of:

By:

Witnesses as to Contractor Name:

Title:

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification.

Notary Public (Signature)



Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

**Exhibit 9 to the Contract:**

**Certification of Meeting Alachua County Wage Ordinance**

*Contact Title:* \_\_\_\_\_

*Contract or Bid/RFP #:* \_\_\_\_\_

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

(Company Name)

(Address)

(City, State, Zip Code)

(Phone)

(Email Address)

**CONTRACTOR**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit 10 to the Contract

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2023

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).

<b>PRODUCER</b> M.E. Wilson Company LLC Waldorff Insurance & Bonding, Inc. 45 Egin Parkway, NE, Ste 202 Fort Walton Beach FL 32548	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 850-581-4925 <b>FAX (A/C, No):</b> 850-581-4930 <b>E-MAIL ADDRESS:</b> receptionist@waldorffinsurance.com														
<b>INSURER(S) AFFORDING COVERAGE</b>															
<b>INSURED</b> Charles Perry Partners, Inc. 8200 NW 15th Place Gainesville FL 32606	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : The Pacific Insurance Company, Ltd</td> <td>10046</td> </tr> <tr> <td>INSURER B : Amerisure Insurance</td> <td>19488</td> </tr> <tr> <td>INSURER C : Amerisure Mutual</td> <td>23396</td> </tr> <tr> <td>INSURER D : Travelers Prop &amp; Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER E : Amerisure Partners Ins. Co.</td> <td>11050</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A : The Pacific Insurance Company, Ltd	10046	INSURER B : Amerisure Insurance	19488	INSURER C : Amerisure Mutual	23396	INSURER D : Travelers Prop & Cas Co of America	25674	INSURER E : Amerisure Partners Ins. Co.	11050	INSURER F :	
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INSURER D : Travelers Prop & Cas Co of America	25674														
INSURER E : Amerisure Partners Ins. Co.	11050														
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 833023246**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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE    <input checked="" type="checkbox"/> OCCUR    GEN'L AGGREGATE LIMIT APPLIES PER:  <input type="checkbox"/> POLICY    <input checked="" type="checkbox"/> PRO-JECT    <input type="checkbox"/> LOC  <input type="checkbox"/> OTHER: </div>	Y	Y	GL 21193650101	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO  <input type="checkbox"/> OWNED AUTOS ONLY    <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY    <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> AUTOS ONLY </div>	Y	Y	CA 21193640105	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU 21193660102	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<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 N	N/A	WC 21193670101	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER    USLH E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased Equipment			QT-630-9M842969-23	1/1/2023	1/1/2024	Equip Limit: \$1,000,000
A	Prof. Liab./Poll. Liab.			21 CPI DG0855	1/1/2023	1/1/2024	\$3,000,000 Each Claim
D	Installation Floater			QT-630-9M842969-23	1/1/2023	1/1/2024	Per Jobsite Location \$500,000

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

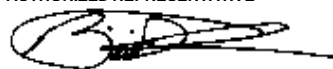
Re: HCA Archer Rd FSR, 4094 SW 41st Blvd., Gainesville, FL 32608. Certificate Holder and Alachua County- its officers, officials, employees, and volunteers are Additional Insured, when required by written contract, as pertains to General Liability and Automobile Liability. This insurance is Primary and Non-Contributory when required by written contract as respects to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability and Automobile Liability.  
Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability, Automobile Liability Umbrella Liability and Workers Compensation.

**CERTIFICATE HOLDER****CANCELLATION**

North Florida Regional Medical Center, Inc.  
Dbas North Florida Regional Medical Center  
6500 Newberry Road  
Gainesville FL 32605

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



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## Exhibit 10 to the Contract

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2023

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).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Joe Bryant <b>PHONE (A/C No. Ext):</b> (214) 323-4602 <b>E-MAIL ADDRESS:</b> RSCcertrequest@risk-strategies.com <b>FAX (A/C No):</b> (214) 503-8899																					
<b>INSURED</b> HKS Architects, Inc. 350 N. St. Paul, Suite 100 Dallas TX 75201	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER B:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td>AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Co of Hartford	20478	INSURER B:	Continental Insurance Company	35289	INSURER C:	AXIS Surplus Insurance Company	26620	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	AXIS Surplus Insurance Company	26620																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: 75645614

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7034795368	10/31/2022	10/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7034795371	10/31/2022	10/31/2023	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7034795337	10/31/2022	10/31/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<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	N/A	7034795340 7034795354 - CA	10/31/2022 10/31/2022	10/31/2023 10/31/2023	<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
C	Professional Liability		<input checked="" type="checkbox"/>	EBZ770183/01/2022	10/31/2022	10/31/2023	Per Claim \$2,000,000 Annual Aggregate \$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. North Florida Regional Medical Center and HCA and Alachua County are named as additional insured on the general, auto and umbrella liability coverage as required by written contract.

HKS Architects, Inc. Project #24397.000 - HCA NFRM Archer Road Free Standing Emergency Room (FSER)

## CERTIFICATE HOLDER

## CANCELLATION

North Florida Regional Medical Center  
6500 W. Newberry Road  
Gainesville FL 32605

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

Joe Bryant

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ACORD 25 (2016/03)

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