

FIRST AMENDMENT TO
CAPITAL CONSTRUCTION CONTRACT

THIS FIRST AMENDMENT TO CAPITAL CONSTRUCTION CONTRACT (this “Amendment”) is dated for reference purposes as of December __, 2023, by and between NORTH FLORIDA REGIONAL MEDICAL CENTER, INC., a Florida corporation, hereinafter referred to as “Developer”, with a principal address of One Park Plaza, Nashville, Tennessee 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 are referred to as the “Parties”).

WITNESSETH:

WHEREAS, Developer and County have entered into that certain Capital Construction Contract No. 13939, dated as of August 24, 2023 (the “Contract”), in connection with real property owned by Developer at 4094 SW 41st Boulevard, Gainesville, Florida, bearing tax parcel ID# 06974-040-000 (the “Property”), which Property is located outside unincorporated Alachua County and within the geographic boundary of the City of Gainesville, Florida.

WHEREAS, Developer and County desire to amend and modify the Contract as more particularly set forth in this Amendment.

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 and amend the Contract as follows:

1. All capitalized terms used in this Amendment but not specifically defined in this Amendment shall have the meaning given such terms in the Contract. All recitals of the Contract are hereby incorporated as a part of this Amendment by this reference.
2. Section 5 of the Contract is hereby amended by replacing the phrase “90 Working Days” with the phrase “180 Working Days”.
3. Section 9 of the Contract is hereby amended by deleting the penultimate sentence thereof (for avoidance of doubt, the sentence deleted by this Amendment is “NO LANE CLOSURES ARE PERMITTED FROM 7:00 AM to 9:00 AM and from 4:30 PM to 6:30 PM.”).
4. Exhibit 4, Section 1 of the Contract is hereby generally amended (a) to clarify and confirm that, as provided in this Contract, a portion of SW 41st Boulevard will be relocated from the area of the Old Road Segment to the area of the New Road Segment and that the use of the Old Road Segment area will be converted to support the New Drainage System; (b) to clarify and confirm that nothing in this Contract constitutes a desire or intent by the County to abandon, quit claim, release, or disclaim any right, title, or interest of the County in the Old Road Segment; and (c) to clarify and confirm that as used in this Contract, the words “temporarily close the Old Road Segment” or similar phrases only refer to the stoppage of traffic over SW 41st Boulevard during the relocation event.
5. Exhibit 4, Section 1 of the Contract is hereby further amended by deleting Section 1(a)(iv) and replacing it with the following:

iv. CERTIFICATE OF COMPLETION FOR THE NEW ROAD SEGMENT. The County Engineer’s authority to temporarily close the Old Road Segment

is conditioned on satisfaction of all other pre-conditions to such temporary closure stated in this Contract. The Developer is required to ensure that the New Road Segment is opened for public use within thirty (30) days of the closing of the Old Road Segment.

6. Except as modified by this Amendment, the Contract is not otherwise amended, and the Contract is hereby ratified and confirmed and remains in full force and effect, as modified by this Amendment. In the event of any conflict between the terms of this Amendment and the terms of this Contract, the terms of this Amendment shall control. This Amendment 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 Amendment shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Amendment, 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 Amendment and shall provide the Developer with instructions on how to use said method. Delivery of this Amendment 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.

[execution of following page]

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: _____
Mary C. Alford, 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: _____