

**PUBLIC INFRASTRUCTURE CAPITAL IMPROVEMENTS  
COSTS DISBURSEMENT AGREEMENT**

**THIS PUBLIC INFRASTRUCTURE CAPITAL IMPROVEMENTS COSTS DISBURSEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (“City”), and **SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC.**, a Florida not for profit corporation d/b/a Baptist Medical Center Jacksonville (“Developer”).

**ARTICLE 1  
PRELIMINARY STATEMENTS**

**1.1 Background; the Improvements.**

1.1.1 City and Developer are parties to that Development Agreement for the Reconstruction of Palm Avenue dated August 30, 2019 (the “Development Agreement”). The parties acknowledge and agree that the Development Agreement is hereby terminated as of the Effective Date of this Agreement with each party releasing the other of all liability thereunder. No funds have been expended under the Development Agreement.

1.1.2 Developer and its affiliated entities are the owners of those certain properties identified as Real Estate Numbers: 081068 0000; 081068 0700; 081069 0010 and 081069 0020 (“Developer’s Property”).

1.1.3 Developer’s Property is adjacent to City owned right-of-way, known as Palm Avenue, located between Prudential Drive and Gary Street, a publicly maintained and platted right-of-way (“Improvements Area”).

1.1.4 Palm Avenue is sixty (60) feet in width and does not feature turn lanes nor does it meet current City standards.

1.1.5 Developer and its affiliated entities are the owners and operators of not-for-profit adult and children’s hospitals fronting Palm Avenue between Prudential Drive and Gary Street.

1.1.6 Developer and its affiliated entities are the owners and operators of a two-thousand two-hundred car parking garage on the east side of Palm Avenue and a nine-hundred car parking garage on the west side of Palm Avenue.

1.1.7 Developer is constructing a new entry to the Baptist Medical Center and a neo-natal and pediatric intensive care unit tower on Palm Avenue which will feature one hundred and twenty-five (125) new beds at a cost of approximately \$224,000,000.00 dollars.

1.1.8 Developer is constructing a pedestrian bridge over Palm Avenue which will significantly reduce the pedestrian traffic on Palm Avenue.

1.1.9 The Improvements to Developer's Property will improve the health, safety and welfare of residents of Jacksonville and the surrounding counties.

1.1.10 The City has currently programmed as part of its FY 18/19 Capital Improvement Program certain Improvements to Palm Avenue as more particularly described in **Exhibit A** (the "Improvements").

1.1.11 The City has determined that the Improvements serve a public purpose as a means for the City to meet its infrastructure Improvements and public safety needs.

1.1.12 The Improvements require an increase in the width of Palm Avenue right-of-way in the Improvements Area from sixty (60) feet to one-hundred (100) feet.

1.1.13 Construction and operation of the Improvements require Developer to donate a portion of Developer's Property to the City (the "Donated Land").

1.1.14 Developer has conveyed to City, and City has accepted forty (40) feet of land adjacent to the Improvements Area to expand the width of the Palm Avenue right-of-way from sixty (60) feet to one-hundred (100) feet.

1.1.15 Developer's hospitals and facilities, including but not limited to its emergency room and parking garages, must be maintained and remain operational at all times during construction of the Improvements.

1.1.16 Construction of the Improvements will impact access to and operation of Developer's hospitals and facilities during construction; and

1.1.17 Developer has requested, and the City has agreed, that Developer will manage and construct the Improvements in accordance with the terms and conditions of this Agreement, and assume all maintenance responsibilities for the Improvements as they relate to landscaping.

1.1.18 The City has determined that the design, engineering, permitting, construction and inspection of the Improvements can most efficiently and cost effectively be completed by Developer simultaneously with its project. Developer is willing to design, engineer, permit, construct and inspect the Improvements in accordance with applicable Florida law for public projects, including but not limited to pursuant to procedures consistent with Section 287.055, Florida Statutes, Section 255.20, Florida Statutes, and otherwise generally consistent with Chapter 126 of the City's Ordinance Code provided the City contributes to the cost of such Improvements as provided herein. City will inspect the Improvements by virtue of a construction inspector selected by Developer, with the concurrence of City, who will serve as agent for the City.

1.1.19 The City has requested, and Developer has agreed, that Developer will design, engineer, permit, construct and inspect the Improvements as specifically described and depicted on Exhibit A attached hereto and incorporated herein by this reference. The Plans and Specifications for the Improvements shall be incorporated into Exhibit A as set forth below. The City has agreed to fund the design, engineering, permitting, construction, and inspection of the Improvements in a maximum amount equal to the lesser of: (i) the actual Verified Direct Costs for the design, engineering, permitting, construction, and inspection of the Improvements; or (ii) SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00), with the balance, if any, being funded by Developer. Developer will oversee all aspects involving the design, engineering, permitting, construction, and inspection of the Improvements. City has agreed to reimburse Developer up to SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00) in accordance with the terms and conditions of this Agreement.

1.2 Design, Construction Budget. The total estimated design and construction costs of the Improvements are estimated to be up to SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00). A final budget setting forth the costs of the Improvements shall be submitted to the City for its administrative review and approval, and the final, approved budget for the Improvements shall be attached hereto as Exhibit B. The City will provide such approvals within ten (10) business days of receiving the final budget.

1.3 Jacksonville Small and Emerging Businesses. It is important to the economic health of the community that whenever a person/entity receives incentives for construction, that the person/entity and its contractors use good faith efforts to provide contracting opportunities to small and emerging business enterprises in Duval County, pursuant to Section 7.23 hereof.

1.4 Maximum Indebtedness. The total maximum indebtedness of City for the Improvements is SIX MILLION FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,400,000.00).

1.5 Availability of Funds. Notwithstanding anything to the contrary herein, all of City's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for the Improvements and this Agreement.

**NOW, THEREFORE,** in consideration of the mutual undertakings and agreements herein of City and Developer, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt

and sufficiency of which are acknowledged, City and Developer agree that the above preliminary statements are true and correct, and the parties represent, warrant, covenant, and agree as follows:

## **ARTICLE 2 DEFINITIONS**

The foregoing preliminary statements are true and correct and are hereby incorporated herein by this reference. As used in this Agreement, the following terms shall have the following meanings.

2.1 **“Budget”** means the line item budget of Direct Costs for the Improvements attached hereto as **Exhibit B**, and showing the total costs for each line item, as the same may be revised from time to time with the written approval of Developer and the City’s Director of Public Works subject to the restrictions and limitations contained herein.

2.2 **“Commence Construction”** The terms "Commence" or "Commenced" or "Commencing" Construction as used herein when referencing the Improvements or any portion thereof means the date when Developer (i) has obtained all Federal, State or local permits as required for the construction of such portion of the Improvements, and (ii) has begun physical, material construction (e.g., site demolition, land clearing, utility installation, or such other evidence of commencement of construction as may be approved by the City in its reasonable discretion) of the Improvements on an ongoing basis without any Impermissible Delays. Developer shall commence construction within One Hundred Twenty (120) days after the date of this Agreement and shall provide written notice to City of the actual Commencement Date with three (3) business days thereof.

2.3 **“Completion of Construction”** The terms "Complete Construction" or "Completion of Construction" or “Completion” as used herein when referencing the Improvements means Substantial Completion (as defined below in this Article 2) of such Improvements.

2.4 **“Completion Date”** The term “Completion Date” as used herein means the completion date described in **Exhibit C** (Performance Schedule) as measured from the Effective Date of the Agreement.

2.5 **“Construction Contract”** means any contract between Developer and a General Contractor for the construction the Improvements entered into in accordance with the terms and conditions of this Agreement, and any amendments or modifications thereto approved by City and Developer.

2.6 **“Construction Documents”** means the Design Professional’s Contract(s), the Construction Contract, all construction, engineering, architectural or other design professional contracts and subcontracts, all change orders, all government approvals, the Plans and Specifications, and all other drawings, budgets, and agreements relating to the construction of the Improvements.

2.7 **“Construction Inspector”** has the meaning ascribed in Section 3.8.

2.8 “**Construction Management Fees**” has the meaning ascribed in Section 3.5.

2.9 “**Design Professional**” means engineers, architects, or other professional consultants providing technical advice in accordance with the terms of this Agreement.

2.10 “**Design Professional’s Contract(s)**” means any contracts between Developer and a Design Professional for the design or construction inspection of any portion of the Improvements, and any amendments or modification thereto.

2.11 “**Direct Costs**” means direct design, pre-construction, and construction costs Developer incurs (including the purchase, after the Effective Date of this Agreement, of preliminary plans and studies prepared prior to the Effective Date of this Agreement to define the scope of the Improvements and devise the Budget, provided all such preliminary work was procured in compliance with Section 287.055, Florida Statutes and is also subject to the review and approval of the City Director of Public Works) in connection with the design, engineering, permitting, construction and inspection of the Improvements, including soft costs associated with the design of the Improvements, preliminary engineering, traffic studies, roadway re-alignment studies, surveys, geotechnical, environmental and construction testing, removal of unsuitable soils, and also including the Construction Inspector’s fees, as itemized in the Budget, as the same may be revised from time to time with the written approval of the City’s Director of Public Works, not exceeding the applicable Maximum Improvements Disbursement Amount for the Improvements. Direct Costs shall not include any Construction Management Fees or other project management fees of Developer.

2.12 “**Disbursement(s)**” means disbursements to Developer of sums equivalent to Developer’s Direct Costs for the Improvements as approved by the City pursuant to this Agreement for the design, engineering, permitting, construction and inspection of the Improvements, not to exceed the applicable Maximum Improvements Disbursement Amount. The Disbursements will be made at the times and subject to the conditions set forth in this Agreement. No portion of the amounts allocated for the Improvements as shown in the Budget shall be disbursed to Developer unless such Improvements comply in all material respects with the Plans and Specifications and description of the Improvements attached hereto as **Exhibit A** (which may be modified from time to time pursuant to the terms of this Agreement), as reasonably determined by the Director of Public Works or his or her designee.

2.13 “**General Contractor**” means the person or entity licensed as a general contractor under Florida law, providing construction management of any portion of the Improvements.

2.14 “**Impermissible Delay**” means, subject to the Force Majeure provisions of Section 11.2, failure to proceed with reasonable diligence with the construction of the Improvements in the reasonable judgment of the City or Construction Inspector, or if the City or Construction Inspector is of the reasonable opinion that the Improvements at issue cannot be Completed by the Completion Date for such Improvements, or abandonment of or cessation of work on the Improvements at any time prior to the Completion of any Improvements for a period of more than thirty (30) consecutive business days, except in the case of Force Majeure as set forth in Section 11.2, or other casualty which are not the result of Developer’s

negligence, or other causes beyond Developer's control, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days.

2.15 **“Improvements”** means any portion of the Improvements or other related Improvements described herein as determined by the context of the usage of such term.

2.16 **“Improvements Costs”** means, depending upon the context of the usage of the term, the Direct Costs of the design, engineering, permitting, construction and inspection of the Improvements to be undertaken by Developer as shown in **Exhibit B**.

2.17 **“Improvements Documents”** means this Agreement and any other documents executed in connection herewith between the parties hereto.

2.18 **“Maximum Improvements Disbursement Amount”** means the maximum disbursement to Developer for the Improvements which shall be the lesser of the Verified Direct Costs for the Improvements or **SIX MILLION FOUR HUNDRED THOUSAND DOLLARS AND 0/100 (\$6,400,000.00)**. The Disbursements will be made as provided in this Agreement.

2.19 **“Payment Bond”** and **“Performance Bond”** have the meanings ascribed in Section 7.22.

2.20 **“Plans and Specifications”** means the final plans and specifications, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, for the construction of the Improvements or any portion thereof, prepared by the Design Professional and approved by the City, and any and all modifications thereof made with the written approval of the City.

2.21 **“Substantial Completion”** means the satisfaction of the Improvements Completion Conditions applicable to the Improvements, as described in Section 7.13 of this Agreement. The date of Substantial Completion of the Improvements is the date of a letter from the City stating that such Improvements are substantially complete. Such letter is referred to herein as the **“Substantial Completion Letter”**. The one year warranty as described herein on the Improvements begins on the Substantial Completion date of the Improvements.

2.22 **“Verified Direct Costs”** means the Direct Costs actually incurred by Developer for Work in place as part of the Improvements, as certified by the Construction Inspector, not more frequently than monthly, pursuant to the provisions of this Agreement.

2.23 **“Work”** means workmanship, materials and equipment necessary to this Agreement, and any and all obligations, duties and responsibilities necessary to the successful completion of the Improvements undertaken by Developer under this Agreement, including the furnishing of all labor, materials, and equipment, and any other construction services related thereto.

### **ARTICLE 3 DISBURSEMENT OF FUNDS BY CITY**

3.1 Terms of Disbursement. Subject to an appropriation of funds therefore, City agrees to reimburse Developer for the Verified Direct Costs incurred and paid for the design, engineering, permitting, construction and inspection of the Improvements on the terms and conditions hereinafter set forth. The disbursement amount shall be in the maximum amount of up to **SIX MILLION FOUR HUNDRED THOUSAND AND 0/100 (\$6,400,000.00)**. Developer shall be responsible for all costs of the Improvements beyond such amount. Should the total Verified Direct Costs incurred by Developer applicable to the Improvements amount to a sum less than the Maximum Improvements Disbursement Amount, City shall only be liable for the actual amount of the Verified Direct Costs for the Improvements. City hereby grants Developer, its contractors and agents, a temporary license on, over, under, through and across the Improvements Area as necessary for the construction of the Improvements. The City agrees to reimburse Developer for the Verified Direct Costs of design, engineering, permitting, construction, and inspection work incurred by Developer prior to the Effective Date of this Agreement, provided such work was procured in compliance with state law, including Section 287.055, Florida Statutes and Section 255.20, Florida Statues. Such reimbursement for Verified Direct Costs incurred prior to the Effective Date shall be included in the Maximum Improvements Disbursement Amount.

3.2 Use of Proceeds. All funding authorized pursuant to this Agreement shall be expended solely for the purpose of reimbursing Developer for the Verified Direct Costs for any portion of the Improvements as authorized by this Agreement and for no other purpose. Upon Substantial Completion of the Improvements and the City's payment of Developer's final Disbursement Request, any excess funds budgeted for the Improvements will be retained by the City.

3.3 Disbursements Directly to Contractors and Vendors. Notwithstanding anything herein, the City may at its option upon the occurrence of an Event of Default, which is not cured within the applicable cure period after notice, and in accordance with the disbursement procedures described in this Article 3, and in Article 4 and Article 5, disburse directly to the Design Professionals, General Contractor, subcontractors, suppliers, and vendors whom Developer has engaged in connection with the Improvements, the reasonable amounts charged by such persons, upon submission to the City of invoices, receipts or other documents required by the City showing that the services rendered pertain to the Improvements and are included in the Direct Costs. In the event the City makes any direct Disbursement as described in this Section 3.3, the City shall, upon request of Developer, deliver to Developer a complete copy of any Disbursement documentation for Developer's records.

3.4 Deficiency in Maximum Improvements Disbursement Amount; Developer Obligation for any Shortfall in the Improvements Budgeted Costs. If, prior to any Disbursement, the City reasonably determines that the actual cost to complete construction of the Improvements exceeds the aggregate undisbursed balance of the Maximum Improvements Disbursement Amount applicable to the Improvements, Developer shall be responsible for the payment of any amounts in excess of the undisbursed balance of the Maximum Improvements Disbursement Amount. In no event will the City be responsible for any shortfall in the amounts necessary to Complete Construction of the Improvements. If Developer fails to continue construction at its own cost, or fails to timely complete construction due to a shortfall or for any other reason, the City in its sole discretion may choose to terminate the City's additional obligations hereunder, and/or complete

the remaining portion of the Improvements (on its own or through a third party contractor or developer and in compliance with the Plans and Specifications). If the City completes any portion of the Improvements, Developer shall be liable to the City for the costs thereof in excess of the amount allocated for such portion of the Improvements, and such repayment obligation of Developer shall survive any termination or expiration of the City's obligations hereunder.

3.5 Project Management Fees/Construction Management Fees. No development fees or project management fees or other fees of Developer (collectively, the "Project Management Fees") shall be paid to Developer under this Agreement. Nor are any such fees owed to Developer as of the Effective Date.

3.6 Procedures for Payment. All Disbursements shall be made as construction progresses upon written application of Developer pursuant to a Disbursement Request in substantially the same form as the sample provided in **Exhibit D** provided by the City and as defined in Section 4.1. Subject to Article 5 below and the other terms of this Agreement, Developer shall file Disbursement Requests with the City covering Work performed since the prior Disbursement Request. Each Disbursement Request shall constitute a representation by Developer that the Work done and the materials supplied to the date thereof are in accordance with the Plans and Specifications for the Improvements; that the Work and materials for which payment is requested have been physically incorporated into the Improvements; that the value is as stated; that the Work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request is consistent with the then current Budget; that the proceeds of the previous Disbursement have been actually paid by Developer in accordance with the approved Disbursement Request for such previous Disbursement; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

3.7 Stored Materials. The City shall not be required to disburse funds for costs incurred by Developer with respect to materials stored on or off the site.

3.8 Construction Inspector. The Construction Inspector shall be chosen by Developer consistent with the requirements outlined in Florida law and the City's Ordinance Code for competitive bidding of public projects. The Construction Inspector shall be the agent of City, and it is a condition precedent of Developer's selection of the Construction Inspector, that the City first approve such selection. All fees for the Construction Inspector are included in the Budget, and shall be deemed a part of the Direct Costs. The Construction Inspector will inspect the construction of the Improvements as provided herein, review and advise Developer and the City jointly with respect to the Construction Documents, and other matters related to the construction, operation and use of the Improvements, monitor the progress of construction, and review and sign-off on the Disbursement Requests and change orders submitted hereunder. Developer shall make Developer's construction management facilities located on or around the project site available for Construction Inspector for the inspection of the Improvements, and Developer shall afford full and free access by Construction Inspector to all Construction Documents. City shall be granted access to the project site at all reasonable times to inspect the Work in progress and upon Substantial Completion.



3.9 No Third Party Beneficiaries. The parties hereto do not intend for the benefits of this Agreement to inure to any third party. Notwithstanding anything contained herein or any conduct or course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against City or any of their respective officers, agents, or employees, in favor of any contractor, subcontractor, supplier of labor, materials or services, or any of their respective creditors, or any other person or entity other than Developer.

3.10 Performance Schedule. Developer and City shall jointly establish dates for the performance of Developer's obligations under this Agreement, which shall be set forth in **Exhibit C** attached hereto and incorporated herein by this reference (the "Performance Schedule").

3.11 Progress Reports. During the period of construction of the Improvements, Developer shall provide to the City on a monthly basis (not later than fifteen (15) days after the close of each calendar month) progress reports of the status of construction of the Improvements, which shall include: (i) certification by Developer's engineer of (a) the total dollars spent to date, and (b) the percentage of completion of the Improvements, as well as the estimates of the remaining cost to complete such construction; and (ii) evidence of full payment of all invoices or draw requests, to include copies of checks for payment and invoice draw requests, submitted for payment as to such portion of the Improvements during such monthly reporting period. In addition, on a monthly basis Developer shall provide to the City copies of its internally generated monitoring reports and related documentation as to construction of the portion of the Improvements within fifteen (15) days after the close of the month.

3.12 Pre-Construction Meetings; Critical Path Diagram. The City and Developer shall meet no later than ten (10) days prior to the Commencement Date for construction of the Improvements. At such meeting, Developer shall provide to the City a logical network diagram describing all components of the construction of the Improvements to be constructed, in a critical path format (the "Critical Path Diagram"), in accordance with the Performance Schedule. Developer shall update the Critical Path Diagram monthly and submit the updated Diagram to the City monthly.

3.13 No Warranty by City. Nothing contained in this Agreement or any other Improvements Document shall constitute or create any duty or warranty by City regarding (a) the accuracy or reasonableness of the Budget or (b) the competence or qualifications of the General Contractor or Design Professional or any other party furnishing labor or materials in connection with the construction of the Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of City regarding the aforesaid matters.

#### **ARTICLE 4 DISBURSEMENT REQUESTS**

4.1 Request for Disbursement; Payment by City. For each request, which shall be made no more frequently than monthly, for a Disbursement, Developer shall submit to the City, at least thirty (30) calendar days prior to the requested date of disbursement, a completed written

disbursement request (each, a “Disbursement Request”) in the form as set forth in **Exhibit D** attached hereto. Disbursements shall be made on a Work performed and invoiced basis. Each Disbursement Request shall be accompanied by: (a) the updated Critical Path Diagram as described in Section 3.12; and (b) a satisfactory inspection report with respect to the Improvements from Construction Inspector (the “Supporting Documentation”). The City shall pay to Developer the amount of each Disbursement Request submitted by Developer in accordance with the applicable requirements of this Agreement, within thirty (30) calendar days of the City’s receipt of such Disbursement Request, provided, however, that if the City reasonably disputes any portion of the Disbursement Request, the City shall provide written notice to Developer of such dispute within ten (10) business days of the City’s receipt of such Disbursement Request. Thereafter, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the City’s rights to dispute a Disbursement Request as set forth herein, in the event of such a dispute, the City shall, within such original fifteen (15) business day period, disburse to Developer the non-disputed portion of the funds requested pursuant to such Disbursement Request. Each Disbursement Request shall be accompanied by a certification by Developer Design Professional of (a) updated budgets showing the amount of expenditures for the Improvements to date, (b) the percentage of completion of the Improvements and (c) estimates of the remaining costs to complete the overall Improvements. Developer shall also promptly furnish to City such other information concerning the Improvements as City may from time to time reasonably request.

4.2 Inspection. Upon receiving each request from Developer for an inspection report for a Disbursement Request, Construction Inspector will determine in its reasonable discretion (a) whether the Work completed to the date of such Disbursement Request has been done satisfactorily and in accordance with the Plans and Specifications, (b) the percentage of construction of the Improvements completed as of the date of such Disbursement Request, (c) the actual sum necessary to complete construction of such Improvements in accordance with the Plans and Specifications, and (d) the amount of time from the date of such Disbursement Request which will be required to complete construction of such Improvements in accordance with the Plans and Specifications. All inspections by or on behalf of the City shall be solely for the benefit of the City and Developer, but Developer shall have no right to claim any loss or damage against City arising from any alleged (i) negligence in or failure to perform such inspections, or (ii) failure to monitor Disbursements or the progress or quality of construction.

4.3 Disbursements. The City shall have no obligation after making Disbursements in a particular manner to continue to make Disbursements in that manner, except that the City shall provide Developer reasonable advance notice of any change in the City’s disbursement procedures, and any new disbursement procedures shall be commercially reasonable and in conformance with this Agreement. Notwithstanding the foregoing, the City’s records of any Disbursement made pursuant to this Agreement shall, in the absence of manifest error, be deemed correct and acceptable and binding upon Developer.

4.4 No Warranty by City. Nothing contained in this Agreement or any other Project Document shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of the Budget or Construction Contract amount, (b) the proper application by Developer of the Disbursement proceeds, (c) the quality of the Improvements, or (d) the competence or qualifications of the General Contractor, Design Professional, Construction Inspector any other party furnishing labor or materials in connection with the construction of the

Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of the City regarding the aforesaid matters.

## **ARTICLE 5 CONDITIONS TO DISBURSEMENTS**

5.1 **General Conditions.** Subject to compliance by Developer with the terms and conditions of this Agreement, the City shall make Disbursements to Developer for Direct Costs of the Improvements, up to the Maximum Improvements Disbursement Amount. The City will have no obligation to make any Disbursement (a) unless City is satisfied, in its reasonable discretion, that the conditions precedent to the making of such Disbursement have been satisfied; or (b) if an Event of Default or an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

5.2 **Conditions to Initial Disbursement.** The City's obligation hereunder to make the initial Disbursement with respect to the Improvements is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.2.1 Each of the Construction Documents duly executed as necessary to be enforceable against the parties thereto, and that no Event of Default or event which, with the giving notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing under any of the Construction Documents.

5.2.2 If Improvements have been constructed, a satisfactory inspection report with respect to the Improvements from Construction Inspector, which shall be delivered by Construction Inspector with the Disbursement Request.

5.2.3 The Supporting Documentation described in Section 4.1 above.

5.3 **Conditions to Subsequent Disbursements.** The City's obligations' hereunder to make any subsequent Disbursements with respect to the Improvements are conditioned upon City's receipt of the following, each in form and substance reasonably satisfactory to the City:

5.3.1 Disbursement Request, together with all required Supporting Documentation;

5.3.2 Except for subsequent disbursements for pre-construction costs, evidence that Developer has obtained all Governmental Approvals or, after construction has commenced, a satisfactory inspection report with respect to the applicable Improvements from Construction Inspector, which shall be delivered by Construction Inspector with the applicable Disbursement Request; and

5.3.3 An updated Budget (showing the amount of money spent or incurred to date on particular items and the remaining costs for the Improvements under construction).

5.3.4 Additionally, prior to any Disbursement hereunder for the costs of construction of any Improvements, the City must be satisfied that all necessary approvals from

governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Improvements, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the “**Governmental Approvals**”), have been obtained for the applicable Improvements under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.4 **Conditions to Final Disbursement.** The City’s obligation hereunder to make the final Disbursement with respect to the Improvements is conditioned upon City’s receipt of all of the following, each in form and substance reasonably satisfactory to the City:

5.4.1 Disbursement Request, together with all required Supporting Documentation.

5.4.2 City must be satisfied that all necessary Governmental Approvals have been obtained or will be obtained in due course for the Improvements, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

5.4.3 A satisfactory inspection report with respect to the Improvements from Construction Inspector, which shall be delivered by Construction Inspector with the Disbursement Request.

5.4.4 An updated Budget, showing the amount of money spent or incurred to date on all of the Improvements.

5.4.5 A final as-built survey showing all of the Improvements and applicable easements in compliance with the requirements of Section 7.9.

5.4.6 Evidence satisfactory to the City that Developer has completed construction of the Improvements, and each of the items set forth in the Improvements Completion Conditions set forth in Section 7.13 below.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

Developer represents and warrants to City that, to its knowledge:

6.1 **Authority; Enforceability.** (a) The execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents of Developer; (b) this Agreement and any documents executed in connection herewith do not violate any of the terms or conditions of such governing documents or the provisions of any applicable law or any applicable order or regulation of any governmental authority having jurisdiction over Developer and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party; (c) this Agreement is binding upon Developer and enforceable against it in accordance with its terms; (d) the person(s) executing this Agreement on behalf of Developer is (are) duly authorized and fully empowered to execute the same for and

on behalf of Developer; and (e) Developer is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida.

6.2 Survival. All of the representations and warranties of Developer, as set forth in this Agreement, shall survive the making of this Agreement and shall be continuing for a period of one year after the Completion Date as set forth herein.

## **ARTICLE 7 COVENANTS**

7.1 Construction of the Improvements. Subject to the provisions of Section 11.2 and unless otherwise agreed in writing by City, ongoing physical construction of the Improvements shall commence by the Commencement Date as established pursuant to Section 2.2 (“Commence Construction”) and shall be carried on diligently without delay or interruption for more than thirty (30) consecutive business days.

7.2 Manner of Construction of the Improvements. The Improvements shall be constructed in a good and workmanlike manner, in substantial accordance with the applicable Plans and Specifications and in compliance with all state, federal and local laws.

7.3 Plans and Specifications for the Improvements. Prior to the Commencement of Construction of the Improvements, the City shall have received and approved in its reasonable discretion the Plans and Specifications and Budget (for the purposes of this Article 7, collectively, the “Plans”) prepared by Developer’s design team for the Improvements as described in Exhibit A. The Plans (i) will comply with all applicable City/state/federal standards, and with provisions of this Agreement, (ii) shall be reviewed by the City within thirty (30) days of submission in form acceptable to the City, and (iii) shall be subject to the City's approval. Developer shall use the approved Plans and Specifications to solicit bids and/or proposals for the construction of such Improvements. The City shall be given the opportunity to review all bids and approve the final award in its reasonable discretion. City representatives shall have access to any portion of the Improvements during construction to confirm such Improvements are constructed consistent with the approved Plans.

7.4 Pre-Construction Surveys and Proof of Ownership. On or before the Commencement Date, Developer shall deliver to the City surveys (meeting Florida minimum technical standards) and legal descriptions, which will cover such Improvements as well as the location of utility and drainage easements and utility sites. The form and content of the surveys and legal descriptions shall be reasonably satisfactory to City which shall indicate their approval in writing after approving of such form and content in accordance with their respective standard practices.

7.5 Developer Responsibilities; Dedication of Improvements; Maintenance of Landscaping. Developer shall be responsible for overseeing the design, permitting and construction of the Improvements under the terms and conditions of this Agreement. Upon Substantial Completion of the Improvements, Developer is responsible for overseeing the dedication and acceptance of such Improvements to and by the City, including the Donated Land,

which shall take title to all of the Improvements. The City and Developer acknowledge that the City has granted an easement to Developer over, across and above Palm Avenue for construction and use of a pedestrian bridge, pursuant to City Ordinance 2019-397-E; recorded at Official Records Book 18896, Page 860 of the official public records of Duval County (the "Aerial Easement"). The parties also acknowledge that City has recorded an easement at Book 19596, Page 2103 of the official public records of Duval County to include that portion of the additional right-of-way conveyed to the City by Developer as necessary for the construction and continued use, operation and maintenance of the pedestrian bridge. The Developer shall provide to the City revised easement sketches and legal descriptions. Developer also agrees to assume all obligations, costs and responsibilities related to the maintenance of landscaping associated with the Improvements effective immediately after Substantial Completion of the Improvements and thereafter.

#### 7.6 Award of Design Professional's Contract(s) and Construction Contract(s).

7.6.1 Developer has competitively and publicly solicited professional services, including design and engineering professionals and to conduct the Work in compliance with Section 287.055, Florida Statutes, and otherwise in compliance with applicable State of Florida law and this Agreement, and in consultation with the City Procurement Department, and will continue to competitively and publicly so solicit such professional services, as applicable. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of the Improvements and any portion thereof shall be in compliance with Section 287.055, and Section 255.20, Florida Statutes. All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. The bidder or bidders selected by Developer in its final award may or may not have submitted the absolute lowest bid; provided, however, that prior to the actual bid award to any bidder other than the lowest bidder, the City shall be given the opportunity to review and approve the bid analysis and award procedures utilized in Developer final award. City shall have the right to review the bid analysis and award procedures and subject to such bid and award procedures being in compliance with Florida law. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City. Notwithstanding anything to the contrary herein, the bidding and contract award procedures must comply with the procurement requirements of Florida law for public construction projects, including but not limited to Section 287.055, Florida Statutes.

7.6.2 After awarding the Construction Contract for any portion of the Improvements, Developer shall in a timely manner notify the General Contractor to proceed with the Work of constructing such portion of the Improvements. No notice to proceed shall be given until, and the parties' obligations hereunder shall be conditioned upon, satisfaction of the following conditions:

(a) The City shall have received evidence reasonably satisfactory to it that the Improvements Costs of the Improvements to be constructed will not exceed the amount set forth in the Budget, and that such Improvements will be completed by the Completion Date;

(b) Developer shall provide to the City payment and performance bonds in form and content acceptable to the City in accordance with this Agreement as set forth in Section 7.18 below and **Exhibit F** (Insurance and Bond Requirements) attached hereto;

(c) The City shall have received such assurances as may reasonably be required that all necessary permits and other governmental requirements for construction of the Improvements have been received and satisfied or can be received and satisfied in due course;

(d) The parties have complied with the Pre-Construction Meeting requirements of Section 3.12.

7.6.3 Developer, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering periodic reports to the City on the progress of the Improvements in compliance with procedures reasonably satisfactory to the City. The City shall be entitled to review and approve the General Contractor's (or construction manager's) draw requests (to be submitted in a City approved format).

7.7 Prosecution of Work. Developer, the Design Professionals and General Contractor, in consideration of the fees set forth in the Budget, shall perform construction contract management, including obtaining of required testing, inspecting the Work and rendering monthly reports to City on the progress of the Improvements if requested by City. Developer shall work diligently to complete construction of the Improvements in a timely and reasonable manner.

7.8 Liens and Lien Waivers. Developer shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances related to the Improvements released or transferred to bond within ten business (10) days of the date Developer receives notice of the filing of such lines or encumbrances. City shall not be responsible for any lien or encumbrance related to the Improvements but City shall work cooperatively with Developer for Developer to bond over or remove any such lien or encumbrance. Developer shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

7.9 As-Built and Other Surveys. Developer shall deliver to City, in compliance with City's survey requirements, an as-built survey of the Improvements within sixty (60) days after Substantial Completion of construction thereof.

7.10 Compliance with Laws and Restrictions. All construction of any portion of the Improvements shall be performed in accordance with all applicable statutes, ordinances, codes, regulations and restrictions. All contractors, subcontractors, mechanics or laborers or other

persons providing labor or material in construction of any portion of the Improvements shall have or be covered by worker's compensation insurance, if required by applicable law.

7.11 Ownership of Construction Documents. As security for the obligations of Developer under this Agreement, Developer hereby grants, transfers and assigns to City all of Developer's right, title, interest (free of any security interests of third parties) and benefits in or under the Construction Documents, including any copyrights thereto. Developer represents and warrants that is has permission and authority to convey ownership of the Construction Documents as set forth herein.

7.12 Authority of City to Monitor Compliance. During all periods of design and construction, Developer shall permit the City's Director of Public Works or his respective designated personnel, to monitor compliance by Developer with the provisions of this Agreement, the Construction Documents and the Improvements Documents. During the period of construction and with prior notice to Developer, representatives of City shall have the right of access to Developer's records and employees, as they relate to Improvements, during normal business hours, provided, however, that Developer's shall have the right to have a representative of Developer present during any such inspection.

7.13 Completion of the Improvements. Subject to the terms of this Agreement and to the Force Majeure provisions of Section 11.2, Developer shall Complete Construction of the Improvements by no later than the Completion Date. For purposes of this Agreement, completion of the Improvements shall be deemed to have occurred only when the following conditions (the "Improvements Completion Conditions") shall have been satisfied:

7.13.1 Developer shall furnish to City the completed acceptance package as required by the development services division of the City, which shall include the information and documentation as set forth on **Exhibit E** (Acceptance Package Checklist) attached hereto, and such other information as the City may reasonably request.

7.13.2 Upon Completion of the Improvements, Developer shall submit to City a proper contractor's final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to City, confirming that payment has been made for all materials supplied and labor furnished in connection with such Improvements through the date of Substantial Completion reflected in the Disbursement Request;

7.13.3 The Improvements shall have been finally completed in all material respects in substantial accordance with the applicable Plans and Specifications, as verified by a final inspection report satisfactory to City from Developer's Construction Inspector, certifying that the Improvements have been constructed in a good and workmanlike manner and are in satisfactory condition and are ready for immediate use;

7.13.4 The City shall have issued the Substantial Completion Letter as to the Improvements stating that the Improvements are Substantially Complete and may be used for their intended purpose; and



7.13.5 Developer shall cause the General Contractor to provide a one-year warranty on the Improvements, with said warranty commencing on Substantial Completion and acceptance by the City of the Improvements.

7.14 Change Orders. In connection with any portion of the Improvements, no material amendment shall be made to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract, nor shall any change orders be made thereunder, without the prior written consent of the City in its reasonable discretion. Developer shall notify the City in writing of any requested changed condition/change order, which shall describe the changed scope of work, all related costs, and any necessary delay in the Completion Date ("Developer Change Order Request"). Within five (5) business days after receipt of a Developer Change Order Request, the City will determine if the Developer Change Order Request is justified and will respond to Developer in writing as to whether or not the City approves the Developer Change Order Request and whether the City is willing to authorize any associated delay in the Completion Date set forth therein. If the City does not approve the Developer Change Order Request, the City will have an additional ten (10) business days to evaluate and respond to Developer in writing. Once a Developer Change Order Request has been agreed upon by Developer and the City, a formal Change Order, describing the agreed scope of work, and applicable extension of the Completion Date, will be executed by both parties within ten (10) business days ("Approved Change Order"). The parties acknowledge that the Work that is the subject of a Developer Change Order Request will not proceed during the City change order response period, but other Work that will not affect or be affected by the Work that is the subject of a Developer Change Order Request will not be stopped during the City change order response period. Notwithstanding anything herein, any increased costs in excess of the Maximum Improvements Disbursement Amount resulting from any and all Approved Change Orders during the construction of the Improvements shall be the responsibility of Developer. For the purposes of this Section 7.14, "material" amendment to the Plans and Specifications, the Design Professional's Contract(s) or the Construction Contract is defined as an amendment with related costs in excess of \$10,000 and/or that change the scope of the Improvements or associated delays in the Completion Date.

7.15 Subcontractors. Developer agrees that it will not engage or permit the General Contractor to engage or continue to employ any contractor, subcontractor or materialman who may be reasonably objectionable to City. If requested by City, Developer shall deliver to City a fully executed copy of each of the agreements between Developer and such contractors and between the General Contractor and its subcontractors, each of which shall be in form and substance reasonably satisfactory to City. City's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the Work to be performed thereunder, (b) the contractor or subcontractor is of recognized standing in the trade, and is otherwise reasonably acceptable to City, and (c) approval of the City's Procurement Department based on its standard prequalification criteria for construction work on City property, provided such contractors or subcontractors are determined by Developer to be qualified and experienced in the design and construction of the Improvements.

7.16 Discrimination. Developer shall not discriminate against any person, or group of persons on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of all or any part of the Improvements nor shall Developer or any person claiming under

or through it establish or permit any such practice or practices of discrimination or segregation with the reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees thereof.

7.17 Indemnification.

Developer shall indemnify the City and its employees, agents, representatives, successors, assigns, contractors and subcontractors (collectively "Indemnified Parties") against and from all liabilities, damages, losses, costs, and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as "Damages"), arising out of or in connection with any negligent act or omission or willful misconduct of Developer, the General Contractor or any of their respective employees, contractors, agents or representatives (collectively, the "Developer Parties") in connection with the Developer Parties' construction of the Improvements, which Damages are not paid or reimbursed by or through the Payment and Performance Bond or Insurance as required under this Agreement. This indemnification shall survive the expiration or termination of this Agreement. The term "Indemnified Parties" as used in this Section shall include the City, and all officers, board members, City Council members, employees, representatives, agents, successors and assigns of the City. This Section 7.17 shall survive the expiration, earlier termination or completion of this Agreement for a period of five (5) years.

7.18 Insurance and Bond Requirements. See Exhibit F attached hereto and incorporated herein by this reference for the insurance and bond requirements of the General Contractor. Developer, and not its General Contractor, will be providing Builder's Risk Insurance in the amount and on the terms provided in Exhibit F.

7.19 Design Professional Liability Insurance. Developer acknowledges that its Engineer of Record has completed its design of the Improvements and maintains Design Professional Liability Insurance for the Improvements as reflected in the Certificate of Insurance attached as Exhibit I. Developer acknowledges and agrees that such coverage must be provided on an Occurrence Form or if, on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

7.20 Materials and Workmanship. All workmanship, equipment, materials and articles incorporated in the Work are to be new and in accordance with City's Standards, Specification and Details to be provided by City. Developer shall furnish Construction Inspector certified copies of test results made of the materials or articles which are to be incorporated in the Work for approval. When so directed, samples of materials shall be submitted for approval. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection, removal and replacement at Developer's expense. If not otherwise provided, material or Work called for in this Agreement shall be furnished and performed in accordance with the manufacturer's instructions and established practice and standards recognized by architects, engineers and the trade.

7.21 Warranty and Guarantee of Work.

7.21.1 Developer warrants to the City that all Work will be of good quality, and substantially in compliance with this Agreement and in accordance with the provisions of Section 7.20. All Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective. If required by City, Developer shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in this Agreement.

7.21.2 If, within one year of acceptance of the Improvements by City, or within such longer period of time prescribed by law or by the terms of any special warranty provision of this Agreement, any of the Work is found to be defective or not in conformance with this Agreement, Developer shall cause the General Contractor to correct it promptly after notice of such defect or nonconformance. Corrective Work during the warranty period shall also be warranted for a period of one year, with each corrective effort in turn being warranted for a period of one year of satisfactory performance. This obligation shall survive termination, expiration or completion of the Agreement. City shall give notice to Developer promptly after discovery of the condition.

7.21.3 Developer shall bear the cost of correcting or removing all defective or nonconforming Work, including the cost for correcting any damage caused to equipment, materials or other Work by such defect or the correcting thereof.

7.21.4 Developer shall correct any defective or nonconforming Work to the reasonable satisfaction of City, and any of the Work, equipment or materials damaged as a result of such condition or the correcting of such condition, within thirty (30) calendar days of notice of such condition. Should Developer fail to timely correct defective or non-conforming Work under warranty, City, or a third party contractor on behalf of City, may correct such Work itself and Developer shall reimburse City for the costs of such corrective Work promptly and no later than 30 days after receipt of an invoice from City pertaining to such corrective Work undertaken by City. If Developer fails to correct the nonconforming or defective Work, Developer will be in default hereunder.

7.21.5 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Developer may have under this Agreement. The establishment of the time period of one year after the date of Substantial Completion, or such longer period of time as may be prescribed by law or by the items of any warranty required by this Agreement, relates only to the specific obligation of Developer to correct the Work and has no relationship to the time within which its obligation to comply with this Agreement may be sought to be enforced, nor the time within which proceedings may be commenced to establish Developer's liability with respect to its obligations other than specifically to correct the Work.

## 7.22 Payment and Performance Bonds.

7.22.1 Developer shall cause the General Contractor to furnish Performance and Payment Bonds consistent with the requirements of Section 255.05, Florida Statutes, as security for its faithful performance under this Agreement. The Bonds shall be in an amount at least equal to the amount of the Direct Costs for the construction of the Improvements. The Bonds shall be

in a form acceptable to the City, and with a surety that is acceptable to the City's Division of Insurance and Risk Management. The cost thereof shall be included in the applicable Budget.

7.22.2 The Performance and Payment Bonds for the Improvements shall accompany the Budget and Plans and Specifications submitted to the City for approval. The Performance and Payment Bonds shall be delivered prior to commencement of the Improvements.

7.22.3 If any surety upon any bond furnished in connection with this Agreement becomes unacceptable to the City, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by the City, Developer shall, at its own expense, promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the Work contemplated by this Agreement and as permitted in the Budget.

7.23 Jacksonville Small and Emerging Businesses (JSEB) Program.

Developer, in further recognition of and consideration for the public funds provided to assist Developer pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services (“Opportunity”). Therefore, Developer hereby agrees as follows:

7.23.1 Developer shall obtain from City’s Procurement Division the list of certified Jacksonville Small and Emerging Businesses (“JSEB”), and shall, in accordance with Jacksonville Ordinance Code (“Code”) Sections 126.601 et seq., use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of twenty percent (20%) of the total Verified Direct Costs of the construction of the Improvements or the City’s maximum contribution to the Improvements, whichever is less, provided such JSEBs are determined by Developer to be qualified and experienced in the design and construction of the Improvements.

7.23.2 Developer shall submit a JSEB report regarding Developer actual use of City certified JSEBs for design, engineering, permitting, construction and inspection of the Improvements. A JSEB report shall be submitted on a quarterly basis until Substantial Completion of Construction of the Improvements. The form of the report to be used for the purposes of this Section is attached hereto as **Exhibit G** (the “JSEB Reporting Form”).

7.24 Indemnification by Contractors.

Developer agrees to include the indemnification provisions set forth in **Exhibit H**, attached hereto and incorporated herein, in all contracts with its General Contractor and any subcontractors, consultants, or subconsultants engaged by the General Contractor who perform work in connection with this Agreement.

**ARTICLE 8  
NO ASSIGNMENT OR CONVEYANCE;  
RESTRICTIONS ON ENCUMBRANCE**

8.1 Assignment; Limitation on Conveyance. Developer agrees that it shall not, without the prior written consent of City (except for assignment to affiliates of Developer of which Developer has a managing interest) assign, transfer or convey this Agreement or the Improvements Documents or any provision hereof or thereof. The provisions of this section shall not apply to any assignment, transfer or conveyance as collateral or to the sale or conveyance to the holder of any mortgage encumbering all or any portion of Developer's property. Any such sale, assignment or conveyance in violation of this section shall constitute a default hereunder, and City may continue to look to Developer to enforce all of the terms and conditions of this Agreement as if such purported sale, assignment or conveyance had not occurred. Any authorized assignment hereunder shall be pursuant to an assignment and assumption agreement in form and content acceptable to the City in its reasonable discretion.

## **ARTICLE 9 EVENTS OF DEFAULT AND REMEDIES**

9.1 Event of Default. The following shall constitute an event of default (each, an "Event of Default") hereunder:

9.1.1 A breach by any party of any other term, covenant, condition, obligation or agreement under this Agreement, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to such party, provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then the time to cure such breach shall be extended to ninety (90) days so long as the defaulting party is diligently and in good faith pursuing such cure;

9.1.2 Any representation or warranty made by any party in this Agreement or the Improvements Documents shall prove to be false, incorrect or misleading in any material respect as of the Effective Date, which is not cured as provided in Section 9.1.1;

9.1.3 A continuing default after any applicable cure period under the Improvements Documents;

9.1.4 The termination of, or default under, the Construction Contract by Developer or the General Contractor, provided, however, that in the event the Construction Contract is terminated, Developer shall have up to ninety (90) days in which to enter into a replacement Construction Contract, on such terms and with such other General Contractor as shall be reasonably acceptable to City;

9.1.5 Failure of Developer to complete the Improvements in accordance with the Plans and Specifications which, in the reasonable judgment of the City Director of Public Works, results in Improvements which will not adequately serve the City;

9.1.6 Failure of Developer to Complete Construction of the Improvements, or abandonment of or cessation of Work on any portion of the Improvements at any time prior to completion for a period of more than thirty (30) consecutive business days, except on account of Force Majeure, in which case such period shall be the lesser of the actual period of delay or ninety (90) consecutive days;

9.1.7 The entry of a decree or order by a court having jurisdiction in the premises adjudging the defaulting party bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the such party under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of such party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuation of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

9.1.8 The institution by any party of proceedings to be adjudicated bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of such party of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

9.2 Disbursements. Upon or at any time after the occurrence of an Event of Default, subject to the notice and cure requirements set forth in Section 9.1.1, the City may refuse to make the Disbursement and terminate City's commitment to make any portion of the Disbursement hereunder, except for Verified Direct Costs for work actually performed prior to the date giving rise to the Event of Default.

9.2.1 In the event Developer's action giving rise to an Event of Default pertains to any failure by Developer to commence with or complete construction of the Improvements within the time periods required herein, the City shall be entitled (but not obligated) to (i) complete the applicable the Improvements, and (ii) terminate the City's obligation to pay for any other Improvements Costs hereunder. Developer shall remain obligated to the City for any amounts owed by Developer hereunder as a result of such default.

(a) Provided however, if the Event of Default and failure of Developer to cure described above is caused by unforeseen events, Force Majeure (as set forth in Section 11.2) or third party actions which are outside the control of Developer, then in such event the City shall meet with Developer to consider alternative resolutions and shall use reasonable efforts and reasonably cooperate with Developer to reach a mutually acceptable amendment to this Agreement.

(b) In the event that the Event of Default and failure of Developer to cure is caused by Developer's acts or omissions, then upon termination the City may use an alternative general contractor or development manager selected in its sole discretion provided however such general contractor or development manager shall complete the Improvements in accordance with the terms and conditions of this Agreement and all Exhibits hereto.

9.2.2 Developer agrees that an Event of Default under this Agreement shall constitute a default under the Project Documents as to which no additional notice or right to cure shall apply.

9.2.3 Notwithstanding anything herein, upon any breach by the City hereunder, Developer's maximum damages hereunder (including prejudgment interest) shall be limited to the undisbursed Direct Costs required for the completion of the construction of the Improvements previously commenced and then under construction in accordance with this Agreement. Any such damages amount will be used by Developer only for the construction of the Improvements then under construction in accordance with the costs in the Budget and pursuant to the Plans and Specifications, and shall be disbursed periodically in partial amounts by the City pursuant to the Disbursement terms and conditions of this Agreement so that a particular Disbursement will only be made after receipt by the City of a Disbursement Request and the completion by Developer of the portion of Improvements to which such Disbursement Request applies.

## **ARTICLE 10 ENVIRONMENTAL MATTERS**

10.1 Environmental Laws. "Environmental Laws" or "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, retention ponds, storm water systems, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 11001 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (xiv) the Noise Control Act (42 U.S.C. Section 4901 et seq.); (xv) Chapter 62-780, Florida Administrative Code (FAC) Contaminated Site Cleanup Criteria; and (xvi) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 et seq.).

10.2 Hazardous Materials. "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without

limiting the generality of the foregoing, the term shall mean and include: (a) “Hazardous Substance(s)” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendments and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes; (b) any petroleum or petroleum-derived waste or product or related materials, and any items defined as hazardous, special or toxic materials, substances or waste; (c) “Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder; (d) “Materials” as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; (e) “Chemical Substance” or “Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder; and (f) mold, microbial growth, moisture impacted building material, lead-based paint or lead-containing coatings, components, materials, or debris, and self-illuminated tritium containing structures, including but not limited to tritium containing exit signs.

10.3 Release of Liability. In the event that Hazardous Materials are discovered within the Improvements Area that affect the construction of the Improvements, any increased cost for such work shall be the responsibility of the Developer.

10.4 Developer Release of Hazardous Materials. Developer shall be responsible for any new release of Hazardous Materials within the Improvements Area directly caused by the actions of Developer occurring after the Effective Date of this Agreement (“New Release”). Developer shall indemnify and hold the City and its members, officials, officers, employees, and agents harmless from and against any and all claims, costs, damages, or other liability, incurred by the City in connection with New Releases or the spreading, worsening, or exacerbation of a release directly caused by the Developer to the extent of and due to Developer’s negligence, recklessness, or intentional wrongful misconduct.

## **ARTICLE 11 GENERAL PROVISIONS**

11.1 Non-Liability. No member, official or employee of City shall be personally liable to Developer or to any person with whom Developer shall have entered into any contract, or to any other person in the event of any default or breach of City or for any amount which may become due to Developer or any other person under the terms of this Agreement.

No director, officer or employee of Developer shall be personally liable to City or to any person with whom City shall have entered into any contract, or to any other person in the event of any default or breach of Developer, or for any amount which may become due to City or any other person under the terms of this Agreement.

11.2 Force Majeure. No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, declared state of emergency, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor



or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party (collectively, a “Force Majeure Event”); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. A party affected by a Force Majeure Event (the “Affected Party”) shall immediately notify the other party (“Non-Affected Party”) in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible. In no event shall any of the foregoing excuse any financial liability of a party.

11.3 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts, to the party at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notice shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt.

11.3.1 City:

City of Jacksonville  
Department of Public Works  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202  
Attn: Director of Public Works

With a copy to:

General Counsel  
Office of the General Counsel  
City Hall – St. James Building  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

11.3.2 Developer:

Keith A. Tickell, SVP of Strategic Assets & Real Estate  
Baptist Health System, Inc.  
841 Prudential Drive, Suite 1602  
Jacksonville, FL 32207

With copies to:

Paul M. Harden, Esq.  
501 Riverside Avenue, Suite 901  
Jacksonville, FL 32202

Karl B. Hanson III, Real Estate Development Counsel  
Baptist Health System, Inc.  
841 Prudential Drive, Suite 1602  
Jacksonville, FL 32207

G. Scott Baity, JD, BCS, SVP & General Counsel  
Baptist Health System, Inc.  
841 Prudential Drive, Suite 1802  
Jacksonville, FL 32207

11.4 Time is of the Essence. Time is of the essence in the performance by any party of its obligations hereunder.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

11.6 Amendment. No amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing, signed by an authorized officer of the party claimed to be bound and delivered to the other party.

11.7 Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by the other party.

11.8 Severability. The invalidity, illegality or inability to enforce any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.9 Independent Contractor. In the performance of this Agreement, Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of City. Developer and its employees or agents or contractors shall be solely responsible for the means, method, technique, sequences and procedures utilized by Developer in performance of this Agreement.

11.10 Exemption of City. Neither this Agreement nor the obligations imposed upon City hereunder shall be or constitute an indebtedness of City within the meaning of any constitutional, statutory or charter provisions requiring City to levy ad valorem taxes nor a lien upon any properties of City.

11.11 Parties to Agreement. This is an agreement solely between City and Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto other than and the permitted successors or assigns of City and Developer. This Agreement shall be binding upon Developer, and Developer's successors and assigns, and shall inure to the benefit of City, and its successors and assigns; provided, however, Developer shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, except in accordance with the terms and conditions of Section 8.1 above.

11.12 Venue: Applicable Law; Attorneys' Fees. Venue for the purposes of any and all legal actions arising out of or related to this Agreement shall lie solely and exclusively in the Circuit Court of Duval County, Florida, or in the U.S. District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for its own attorneys' fees and costs related to this Agreement and the Improvements Documents.

11.13 Contract Administration. The City's Director of Public Works, or his respective designees, shall act as the designated representatives of the City to coordinate communications between the City and Developer regarding the administration of this Agreement and to otherwise coordinate and facilitate the performance of the obligations of the City under this Agreement.

11.14 Further Authorizations. The Mayor, or his designee, and the Corporation Secretary, are authorized to execute any and all contracts and documents and otherwise take all necessary or appropriate actions in connection with this Agreement, and to negotiate and execute all necessary and appropriate changes and amendments and supplements to this Agreement and other contracts and documents in furtherance of the Improvements, without further City Council action, provided any such changes and amendments are limited to "technical amendments" and do not change the total financial commitments or the performance schedule, and further provided that all such amendments and changes shall be subject to legal review by the Office of General Counsel and by all other appropriate official action required by law. The term "technical amendments" as used herein includes, without limitation, changes in legal descriptions and surveys, description of infrastructure Improvements and/or Improvements, ingress and egress and utility easements and rights of way, design standards, vehicle access and site plans, to the extent the same have no material financial impact, and to the extent that the Office of General Counsel concurs that no further City Council action would be required to effect such technical amendment.

11.15 Civil Rights. Developer agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

11.16 Further Assurances. Developer will, upon the City's request: (a) promptly correct any defect, error or omission in this Agreement or any of the Improvements Documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of such Improvements Documents and to identify (subject to the liens of the Improvements Documents)

any property intended to be covered thereby, including any renewals, additions, substitutions, replacements, or appurtenances to the subject property; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by City to protect the liens or the security interest under the Improvements Documents against the right or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits or other instruments and do such further acts deemed necessary, desirable or proper by City to carry out the purposes of the Improvements Documents.

11.17 Exhibits. In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

11.18 Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Developer further acknowledges that it has had ample time to review this Agreement and related documents with counsel of choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted this Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

11.19 Counterparts. This Agreement may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. Scanned or faxed signatures shall suffice as original signatures, and the parties may exchange executed counterparts by fax or email.

11.20 Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

11.21 Permits. The parties hereby agree and acknowledge that Developer, as Permittee, and City, as Permitter, are parties to that certain Revocable Permit and Indemnification Agreement dated May 14, 2021 (the "Permit") and attached hereto as **Exhibit J** and that Developer has agreed to undertake certain maintenance and repair obligations as set forth in Sections 7(b), 7(c) and 7(g) of the "General Provisions" of the Permit. If Developer fails to comply with the foregoing maintenance and repair obligations, the City in its sole discretion may choose to perform such obligations (on its own or through a third-party contractor). If the City completes such work, Developer shall be liable to the City for the costs thereof in addition to a ten percent (10%) service fee imposed by the City, and such repayment obligation of Developer shall survive any termination or expiration of this Agreement.

{Signatures Continue on Following Pages}

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective on the Effective Date.

ATTEST:

CITY OF JACKSONVILLE

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Form Approved:

\_\_\_\_\_  
Office of General Counsel

IN COMPLIANCE WITH the Ordinance Code of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

**SOUTHERN BAPTIST HOSPITAL OF  
FLORIDA, INC.**, a Florida not for profit  
corporation

\_\_\_\_\_  
(Printed Name) \_\_\_\_\_

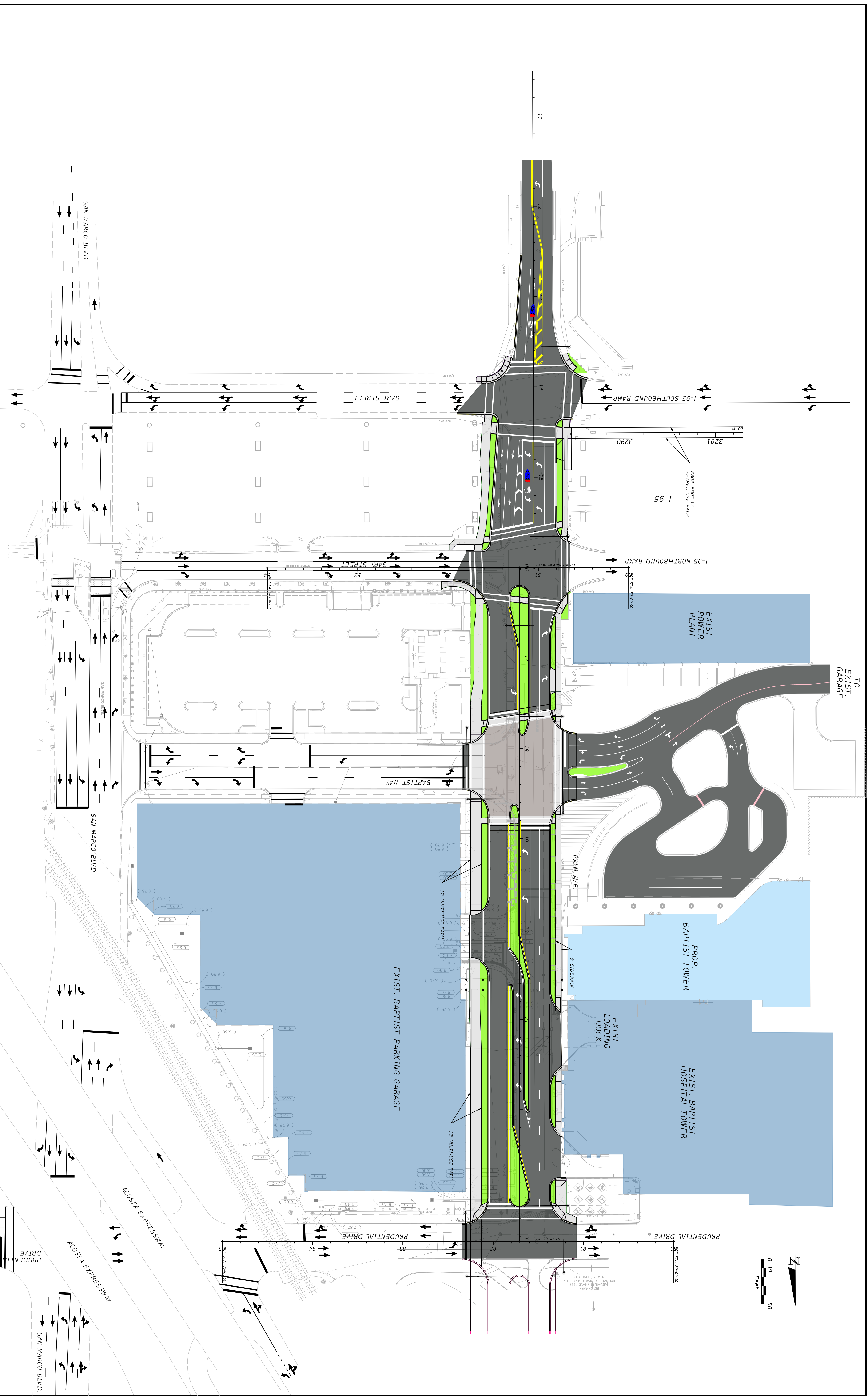
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LIST OF EXHIBITS**

EXHIBIT A	Description of Improvements/Plans and Specifications
EXHIBIT B	Budget for Improvements
EXHIBIT C	Performance Schedules
EXHIBIT D	Disbursement Request Forms
EXHIBIT E	Acceptance Package Checklist
EXHIBIT F	Insurance and Bond Requirements
EXHIBIT G	JSEB Reporting Form
EXHIBIT H	Indemnification Requirements of Contractors
EXHIBIT I	Certificate of Insurance
EXHIBIT J	Revocable Permit and Indemnification Agreement

**EXHIBIT A**

Description of Improvements



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

<p><b>ETM</b> VISION • EXPERIENCE • RESULTS</p> <p>England, Thibault &amp; Miller, Inc. 14775 Old St Augustine Road Jacksonville, FL 32238 Tel: (904) 646-4845 Fax: (904) 646-4845 CA: 10002584 LC: 0000316</p>	<p>LIC. NO. NUMBER 53371</p>
	<p>MATTHEW S. MAGGIORE, P.E.</p>

<p>PALM AVENUE</p>	<p>SHEET NO.</p>
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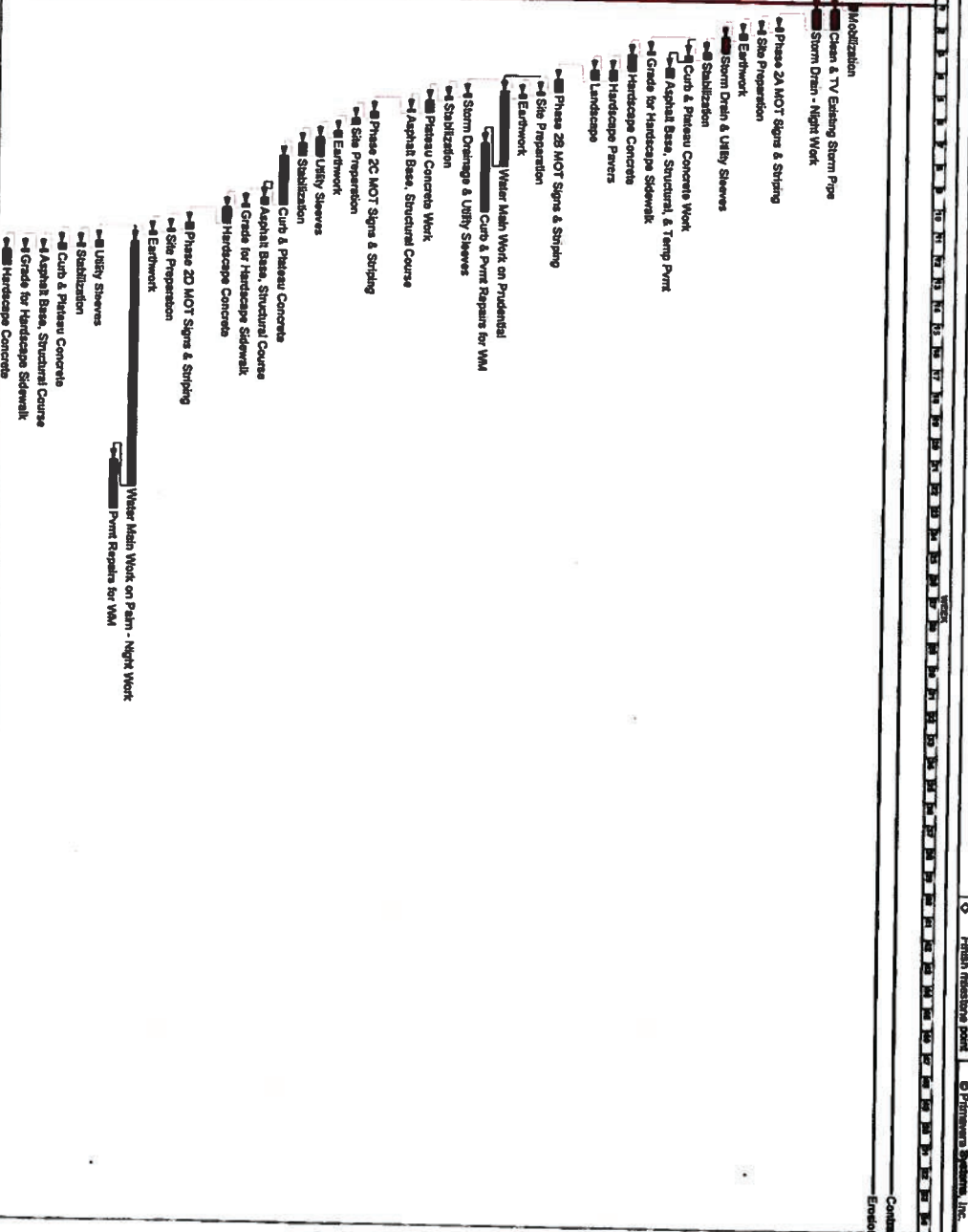
**EXHIBIT C**

Performance Schedule



J.B. COXWELL CONTRACTING, INC.  
Palm Avenue Preliminary Schedule

Activity ID	Description	Orig Dur	Percent Complete	Total Post
100	Contract Duration	365 *	0	0
120	Erosion Control	365 *	0	0
130	Mobilization	2	0	0
140	Clean & TV Existing Storm Pipe	4	0	0
150	Storm Drain - Night Work	4	0	0
160	Phase 2A MOT Signs & Striping	1	0	0
170	Site Preparation	1	0	0
180	Earthwork	2	0	0
190	Storm Drain & Utility Sleeves	2	0	0
200	Stabilization	2	0	0
220	Curb & Pateau Concrete Work	2	0	2264
230	Asphalt Base, Structural, & Temp Pymt	3	0	2264
240	Grade for Handicaps Sidewalk	1	0	0
250	Handicaps Concrete	3	0	0
260	Handicaps Pavers	3	0	0
270	Landscape	3	0	0
280	Phase 2B MOT Signs & Striping	2	0	0
290	Site Preparation	1	0	0
300	Earthwork	1	0	0
310	Water Main Work on Prudential	17	0	2134
320	Curb & Pymt Repairs for VMA	8	0	2134
330	Storm Drainage & Utility Sleeves	1	0	0
340	Stabilization	1	0	0
350	Pateau Concrete Work	2	0	0
360	Asphalt Base, Structural Course	1	0	0
370	Phase 2C MOT Signs & Striping	2	0	0
380	Site Preparation	2	0	0
400	Earthwork	2	0	0
410	Utility Sleeves	4	0	0
420	Stabilization	2	0	0
440	Curb & Pateau Concrete	4	0	0
450	Asphalt Base, Structural Course	2	0	2144
460	Grade for Handicaps Sidewalk	1	0	0
470	Handicaps Concrete	3	0	0
480	Phase 2D MOT Signs & Striping	2	0	0
490	Site Preparation	1	0	0
500	Earthwork	1	0	0
510	Water Main Work on Palm - Night Work	55	0	1464
520	Pymt Repairs for VMA	11	0	1464
530	Utility Sleeves	2	0	0
550	Stabilization	1	0	0
560	Curb & Pateau Concrete	2	0	0
570	Asphalt Base, Structural Course	1	0	0
580	Grade for Handicaps Sidewalk	1	0	0
590	Handicaps Concrete	3	0	0



Early bar  
 Target bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

© Primavera Systems, Inc.

Start date: 02/01/20  
 Finish date: 01/01/21  
 Data date: 02/01/21  
 Percent complete: 0



**J.B. COXWELL CONTRACTING, INC.**  
**Palm Avenue Preliminary Schedule**

Activity ID	Description	Orig Dur	Percent Complete	Total Feat
600	Handscape Pavers	2	0	0
610	Phase 3 MOT Signs & Striping	2	0	0
620	Site Preparation	1	0	0
630	Earthwork	1	0	0
640	Lighting & Signatization	1	0	0
650	Stabilization	1	0	0
660	Curb	1	0	0
670	Asphalt Base, Structural Course	1	0	0
680	Grade for Handscage Sidewalk	1	0	0
690	Handscage Concrete	2	0	0
700	Phase 4 MOT Signs & Striping	1	0	0
710	Site Preparation	3	0	0
720	Earthwork	7	0	0
730	Storm Drainage & Utility Siewers	11	0	0
750	Stabilization	10	0	0
760	Curb & Patauu Concrete	12	0	0
770	Asphalt Base, Structural Crs & Temp Pk	5	0	156
780	Grade for Handscage Sidewalk	4	0	0
790	Handscage Concrete	9	0	0
800	Handscage Pavers	6	0	0
810	Landscage	8	0	0
820	Phase 5A MOT Signs & Striping	4	0	0
830	Site Preparation	7	0	0
840	Earthwork	2	0	0
850	Storm Drainage & Utility Siewers	4	0	0
870	Stabilization	4	0	0
880	Curb & Patauu Concrete	3	0	0
890	Asphalt Base, Structural Crs	3	0	34
900	Grade for Handscage Sidewalk	1	0	0
910	Handscage Concrete	3	0	0
920	Handscage Pavers	3	0	0
930	Landscage	2	0	0
940	Phase 5B MOT Signs & Striping	1	0	0
950	Site Preparation	10	0	0
960	Earthwork	4	0	0
970	Storm Drainage & Utility Siewers	8	0	0
990	Stabilization	5	0	0
1000	Curb	4	0	914
1010	Asphalt Base, Structural Crs	4	0	816
1020	Grade for Handscage Sidewalk	2	0	0
1030	Handscage Concrete	3	0	0
1040	Handscage Pavers	4	0	0
1050	Landscage	6	0	0
1080	Phase 5C MOT Signs & Striping	1	0	0
1070	Site Preparation	3	0	0
1090	Earthwork	2	0	0

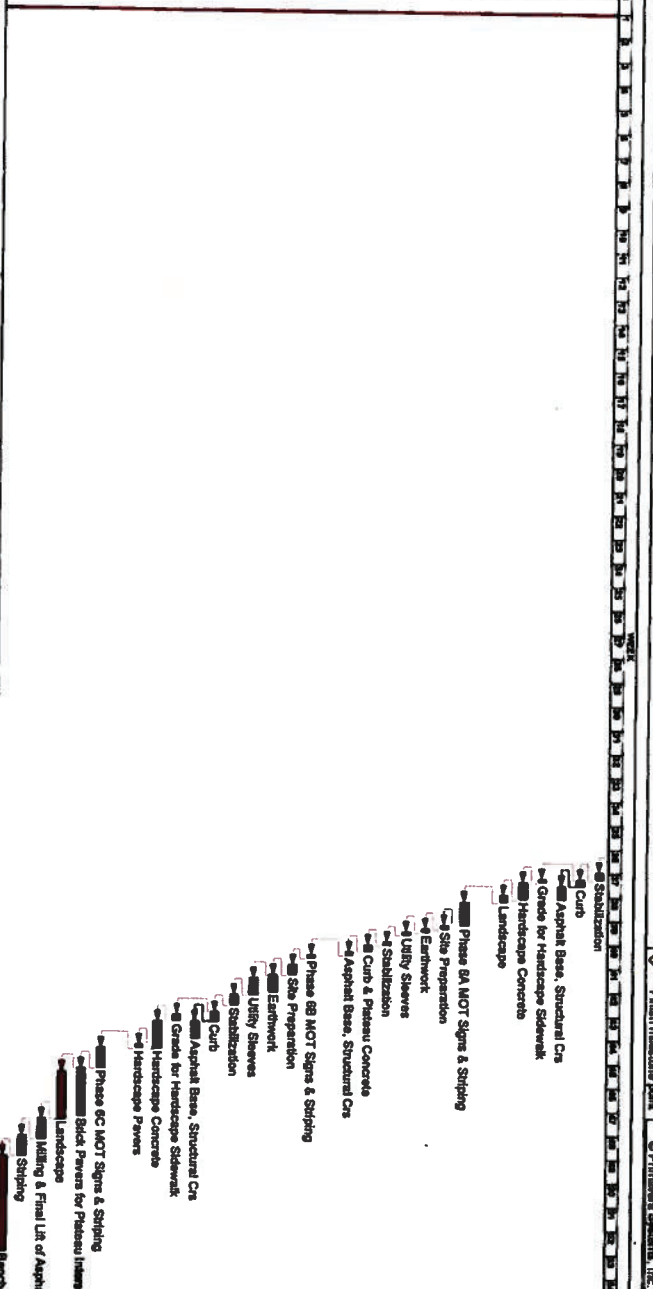
Early bar  
 Target bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point  
 Primavera Systems, Inc.

Start date: 02NOV05  
 Finish date: 01NOV04  
 Date date: 02NOV05  
 Percent complete: 0



**J.B. COXWELL CONTRACTING, INC.**  
**Palm Avenue Preliminary Schedule**

Activity ID	Description	Orig Dur	Percent Complete	Total Post
1100	Substation	2	0	0
1110	Curb	2	0	0
1120	Asphalt Base, Structural C/s	2	0	750
1130	Grade for Handicaps Sidewalk	1	0	0
1140	Handicaps Concrete	2	0	0
1150	Landscape	2	0	0
1160	Phase 6A MOT Signs & Striping	5	0	0
1170	Site Preparation	1	0	0
1180	Earthwork	1	0	0
1190	Utility Shafts	1	0	0
1200	Stabilization	1	0	0
1210	Curb & Paveau Concrete	2	0	0
1220	Asphalt Base, Structural C/s	1	0	0
1230	Phase 6B MOT Signs & Striping	1	0	0
1240	Site Preparation	3	0	0
1250	Earthwork	3	0	0
1260	Utility Shafts	3	0	0
1270	Stabilization	3	0	0
1280	Curb	3	0	0
1290	Asphalt Base, Structural C/s	3	0	450
1300	Grade for Handicaps Sidewalk	2	0	0
1310	Handicaps Concrete	6	0	0
1320	Handicaps Pavers	1	0	0
1330	Phase 6C MOT Signs & Striping	4	0	0
1340	Back Pavers for Paveau Intersect	10	0	0
1350	Landscape	10	0	0
1360	Millng & Final UR of Asphalt	4	0	0
1370	Striping	4	0	0
1380	Benchm & Punctual	20	0	0



Early bar  
 Finish bar  
 Page bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point  
 Primavera System, Inc.

Start date: 02/01/24  
 Finish date: 01/30/24  
 Days: 0  
 Percent complete: 0

**EXHIBIT D**

Disbursement Request Forms  
**DISBURSEMENT REQUEST**

**PROJECT:** Improvements  
For Work accomplished through the date of: \_\_\_\_\_

Contract Amount and Change Orders \_\_\_\_\_

1.	Original Contract Amount	\$	
2.	Executed Change Orders	\$	
3.	Total Revised Contract Amount (1) + (2)	\$	

Work Accomplished and Amounts Due

		COST
4.	Work Performed on Contract Amount (1)	\$
5.	Work Performed on Change Orders (2)	\$
6.	Retainage (if applicable)	\$
7.	Less Previous Payments Made	\$
8.	Payment Amount Due this Application	\$

Developer shall be solely responsible for any and all costs incurred after the City has paid \$6,400,000.00 (Maximum Indebtedness).

**DEVELOPER'S CERTIFICATION**

The undersigned Developer certifies that: (1) all items and amounts shown above are correct; (2) all work performed materially complies with the Plans and Specifications; (3) all previous progress payments received from CITY based on Work done have been applied by Developer's General Contractor to discharge in full all obligations of the General Contractor incurred in connection with Work covered by prior Disbursement Requests; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Disbursement Request will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the Developer has complied with all provisions of Part 6 of the Purchasing Code including the payment of a pro-rata share to Minority Business Enterprises of all payments previously received by the Developer.

**DEVELOPER:**

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

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

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

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

DATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVALS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONSTRUCTION INSPECTOR  
PROJECT ENGINEER  
P. E., CONTRACT SECTION

**EXHIBIT E**

Acceptance Package Checklist



## ACCEPTANCE PACKAGE CHECKLIST

*Submit the following in a package to Development Services, 214 N. Hogan St., Ste. 2100, Jacksonville, Florida 32202.*

Date:	Civil Plan CDN:	Plat CDN:
Project Name (as it appears on the plat):		
Engineer (Contact):	Phone:	
Engineer (Company Name, Address, City, State, and Zip):		
Email Address:		

- Confirmation of Plat Recording:** Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Date Recorded \_\_\_\_\_
- Developer's Warranty:** (Attachment No. 12).
- Engineers Certificate of Compliance:** (Attachment No. 9).
- Surveyor Certificate:** (Attachment No. 10).
- Owners Affidavit:** (Attachment No. 11).
- Record of Completion of final inspection punch list items:** The city's Project Manager shall certify, by signature and date on the report, when the punch list items are completed. On privately inspected, private subdivision the final punch list and a sealed letter must come from the private inspection company's licensed Professional Engineer.
- As-Built/Acceptance Letter:** Signed and sealed prints of as-builts for the paving and drainage OR Disc shall be submitted to City's Project Manager for approval to receive the letter. On a private subdivision a sealed letter must come from a licensed Professional Engineer.
- Traffic Sign Installation:** The Developer shall provide written notification from traffic that all signs have been completed, if sign where a part of the project. On a private subdivision a sealed letter must come from a licensed Professional Engineer.
- JEA Acceptance Letter:** Certifying project completed in accordance with JEA standards.
- A copy of the St. Johns Water Management Permit:** A copy of the written notification to the District that project is complete and ready for inspection. (This notification can be the "Statement of Compliance" to the St. Johns River Water Management District.)
- Department of Environmental Protection Certification:** Construction completion and approved, if DEP is involved with the project.
- Soil and Concrete Testing:** Developer is to submit copies of soil and concrete testing performed during construction of subdivisions and other permitted work.
- Bill of Sale and Specs:** Other improvements, such as mechanicals. (Sample Attachment No. 17).
- Post-Construction Warranty:** Civil Plan Submittal Date \_\_\_\_\_.
- Return of Bond:** Plat Bond Surety \_\_\_\_\_ LOC \_\_\_\_\_ or Cash \_\_\_\_\_, Project not bonded \_\_\_\_\_

## EXHIBIT F

### Insurance Requirements

Without limiting its liability under this Agreement, the **General Contractor** (for this Exhibit G, the “Contractor”) shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

#### Insurance Coverages

Schedule	Limits
<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$1,000,000 Each Accident \$1,000,000 Disease Policy Limit \$1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its contractors and subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$3,000,000	General Aggregate
	\$3,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$50,000	Fire Damage
	\$5,000	Medical Expenses

The policy shall be endorsed to provide a separate aggregate limit of liability applicable to the Work via a form no more restrictive than the most recent version of ISO Form CG 2503

Contractor shall continue to maintain products/completed operations coverage for a period of ten (10) years after the final completion of the project. The amount of products/completed operations coverage maintained during the ten year period shall be not less than the combined limits of Products/ Completed Operations coverage required to be maintained by Contractor in the combination of the Commercial General Liability coverage and Umbrella Liability Coverage during the performance of the Work.

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

**Automobile Liability** \$1,000,000 Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Builders Risk** %100 Completed Value of the Project

To the extent construction services above \$10,000 will occur, a Builder's Risk policy shall be required. Such insurance shall be on a form acceptable to the City's Office of Risk Management. The Builder's Risk policy shall include All Risk Coverages on a form no more restrictive than the ISO "Special" Causes of Loss form and shall include coverage for Wind and Hail and Earth Movement. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail, or such other deductible amount approved by the City's Office of Risk Management. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insureds shall be: the Contractor, the City, and the City's members, officials, officers, employees and agents, and the Program Management Firms(s) (when program management services are provided). The City of Jacksonville and the City's members, officials, officers, employees and agents are to be named as a loss payee.

**Pollution Liability** \$5,000,000 per Loss  
\$5,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following



as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.

- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- G. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, Contractor shall present this Contract and insurance requirements attachments Exhibits G and I to its Insurance Agent Affirming: 1) That the Agent

has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Contractor.

**Bonds and Other Performance Security.** Contractor shall not perform or commence any construction services for the Improvements until the following performance bond and labor and material payment bond or other performance security have been delivered to City and Developer:

Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, Contractor shall provide to City on forms furnished by the City, a 100% Performance Bond and a 100% Labor and Material Payment Bond for the Improvements performed under this Agreement, each in an amount not less than an amount at least equal to the amount of the Direct Costs for the construction of the Improvements no qualification or modifications to the Bond forms are permitted.

To be acceptable to City, as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code during the life of this agreement.
5. If the Contract Award Amount exceeds \$200,000, the Surety Company shall also comply with the following provisions:
  - a. The Surety Company shall have at least the following minimum ratings in the latest issue of A.M. Best’s Key Rating Guide.

CONTRACT AMOUNT	RATING	RATING
\$ 500,000 TO \$1,000,000	A-	CLASS IV
\$1,000,000 TO \$2,500,000	A-	CLASS V
\$2,500,000 TO \$5,000,000	A-	CLASS VI
\$5,000,000 TO \$10,000,000	A-	CLASS VII
\$10,000,000 TO \$25,000,000	A-	CLASS VIII
\$25,000,000 TO \$50,000,000	A-	CLASS IX
\$50,000,000 TO \$75,000,000	A-	CLASS X

b. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to conduct business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

**EXHIBIT G**

JSEB Reporting Form



**CITY OF JACKSONVILLE  
EQUAL BUSINESS OPPORTUNITY PROGRAM  
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT**

PRIME CONTRACTOR NAME: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_  
 PROFESSIONAL SERVICES NO. \_\_\_\_\_ - OR - CITY BID NO.: \_\_\_\_\_  
 TOTAL PURCHASE ORDER AMOUNT \$ \_\_\_\_\_ CITY CONTRACT NO. \_\_\_\_\_

**INVOICE INFORMATION**

INVOICE NO.: \_\_\_\_\_ CURRENT INVOICE \$: \_\_\_\_\_  
 FOR PERIOD ENDING DATE: \_\_\_\_\_ CUMULATIVE INVOICED \$: \_\_\_\_\_  
 CONTRACT % COMPLETE: \_\_\_\_\_

**CONTRACT GOAL TRACKING**

JSEB/MBE GOAL \$: \_\_\_\_\_ JSEB/MBE GOAL % : \_\_\_\_\_  
 PRIOR MONTH CUMULATIVE JSEB/MBE \$: \_\_\_\_\_  
 PRIOR MONTH CUMULATIVE NON-JSEB/MBE \$: \_\_\_\_\_  
 CUMULATIVE JSEB/MBE \$: \_\_\_\_\_  
 CUMULATIVE NON-JSEB/MBE \$: \_\_\_\_\_

FORMULA FOR CUMULATIVE MONTH %:  
 CUMULATIVE \$ / CUMULATIVE \$ INVOICED

CUMULATIVE JSEB/MBE % : \_\_\_\_\_  
 CUMULATIVE NON-JSEB/MBE % : \_\_\_\_\_

**JSEB/MBE SUBCONTRACTORS/SUPPLIERS TO BE PAID FROM THIS INVOICE**

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE <sup>1</sup>	TYPE OF WORK <sup>2</sup>	\$ THIS PAYMENT
Use Sheet 2 if additional lines are needed.					TOTAL

**NON-JSEB/MBE SUBCONTRACTORS/SUPPLIERS TO BE PAID FROM THIS INVOICE**

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE		TYPE OF WORK <sup>2</sup>	\$ THIS PAYMENT
Use Sheet 3 if additional lines are needed.					TOTAL

<sup>1</sup>JSEB (Small Disadvantaged Business Enterprise) / MBE (Small Business Enterprise) TYPES:  
 AA: African American; WBE: Woman; HANA: Hispanic, Asian, Native American; OTHER: Economically or Socially; MBE: Small Business  
<sup>2</sup>TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

**FOR CITY OF JACKSONVILLE USE ONLY**

DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBJECT - PROJECT NO. - DETAIL	\$ THIS PAYMENT

- Notes:  
 1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.  
 2. Contractor shall attach to this form a typewritten explanation of any differences in JSEB/MBE participation from original contract commitment.

## EXHIBIT H

### Indemnification by Contractor

Contractor (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and City’s members, officers, officials, employees and agents (collectively the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Contractor that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Contractor’s performance of the Agreement, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Work, any product generated by the Work, or any part of the Work as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Work, or any product generated by the Work, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Work or product. If the Contractor fails to secure such a license for the Indemnified Parties, then the Contractor shall replace the Work or product with a non-infringing Work or product or modify such Work or product in a way satisfactory to Buyer, so that the Work or product is non-infringing.

If an Indemnified Party exercises its rights under this Agreement, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes. The City is an intended third-party beneficiary of the indemnifications set forth herein, which indemnifications shall survive the expiration or earlier termination of Contractor’s agreement with Developer or its contractors and consultants.

**EXHIBIT I**

**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2020

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> Harden and Associates 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202	<b>CONTACT NAME:</b> Stephanie Meehan <b>PHONE (A/C, No, Ext):</b> 904-421-4339 <b>FAX (A/C, No):</b> 904-634-1302 <b>E-MAIL ADDRESS:</b> smeehan@hardeninsight.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ENGLTHI-01 England Thims & Miller Inc.; EMM Properties LLC ETM Surveying & Mapping, Inc. (FKA Robert M Angas Associates, Inc.) 14775 Old St. Augustine Rd. Jacksonville FL 32258	<b>INSURER A:</b> Valley Forge Insurance Company	<b>NAIC #</b> 20508
	<b>INSURER B:</b> Continental Casualty Co.	<b>20443</b>
	<b>INSURER C:</b> Continental Ins Co	<b>35289</b>
	<b>INSURER D:</b> National Fire Insurance Company of Hartford	<b>20478</b>
	<b>INSURER E:</b> Travelers Property Casualty Company Of America	<b>25674</b>
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 364623400**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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 checked="" type="checkbox"/> LOC OTHER:	Y Y	5095133518	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	2087980833	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2087980847 ZUP-81N3734A-21-NF	1/1/2021 1/1/2021	1/1/2022 1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Excess Liability \$ \$10M/\$10M
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5096111288	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		AEH113771078	1/1/2021	1/1/2022	Per Claim/Aggregate \$100,000
B	Leased/Rented Equip.		2087980816	1/1/2021	1/1/2022	\$10M/\$15M Dedct. \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 C&A 5349 Palm Avenue Improvement - 800 Prudential Dr, Jacksonville FL 32207

Southern Baptist Hospital of Florida, Inc. dba Baptist Medical Center Jacksonville is additional insured on a primary and non-contributory basis with respect to General Liability and Auto Liability policies. Waiver of subrogation applies to General Liability, Auto Liability and Workers Compensation policies. All as required by written contract. 30 day notice of cancellation applies \*10 days non-payment.

<b>CERTIFICATE HOLDER</b>  Southern Baptist Hospital of Florida Inc. dba Baptist Medical Center Jacksonville c/o Baptist Construction 800 Prudential Dr Jacksonville FL 32207	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Stephanie Meehan</i>
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**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> ENGLAND, THIMS &amp; MILLER, INC.</p> <p><b>Endorsement Effective Date:</b> 01/01/2021</p>
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<p><b>SCHEDULE</b></p> <p><b>Name Of Person(s) Or Organization(s):</b></p> <p>ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT. YOU MUST AGREE TO THESE CONTRACTS PRIOR TO THE DATE OF LOSS.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

<p>Form No: CA 20 48 10 13</p> <p>Endorsement Effective Date:</p> <p>Endorsement No: 5; Page: 1 of 1</p> <p>Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606</p>	<p>Endorsement Expiration Date:</p>	<p>Policy No: BUA 2087980833</p> <p>Policy Effective Date: 01/01/2021</p> <p>Policy Page: 60 of 240</p>
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**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

<b>SCHEDULE</b>
<b>Name of Additional Insured Person Or Organization</b>
<b>ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED</b>

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Endorsement Expiration Date:	Policy No: BUA 2087980833
Endorsement Effective Date:		Policy Effective Date: 01/01/2021
Endorsement No: 14; Page: 1 of 1		Policy Page: 92 of 240
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606		



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM**
- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured: ENGLAND, THIMS &amp; MILLER, INC.</b>
<b>Endorsement Effective Date: 01/01/2020</b>

<b>SCHEDULE</b>
<b>Name(s) Of Person(s) Or Organization(s):</b>
<b>ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</b>
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13	Endorsement Expiration Date:	Policy No: BUA 2087980833
Endorsement Effective Date:		Policy Effective Date: 01/01/2021
Endorsement No: 3; Page: 1 of 1		Policy Page: 57 of 240
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606		



**CNA PARAMOUNT**

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of your work that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: ENGLAND, THIMS & MILLER INC.

Policy No: 5095133518

Endorsement No: 5

Effective Date: 01/01/2021

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Revised On File

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CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the bodily injury or property damage; or
  2. the offense that caused the personal and advertising injury;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: ENGLAND, THIMS & MILLER INC.

Policy No: 5095133518

Endorsement No: 5

Effective Date: 01/01/2021

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**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. ADDITIONAL INSURED – EXTENDED COVERAGE**

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



**CNA PARAMOUNT**

**Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the Named Insured's ongoing operations or your work included in the products-completed operations hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Page 1 of 1

The Continental Insurance Co.

Insured Name: ENGLAND, THIMS & MILLER INC.

Policy No: 5095133518

Endorsement No: 8

Effective Date: 01/01/2021

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**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60608

Endorsement Expiration Date:

Policy No: WC 5 96111288

Policy Effective Date: 01/01/2021

Policy Page: 38 of 58

**EXHIBIT J**  
**THE PERMIT**

# REVOCABLE PERMIT AND INDEMNIFICATION AGREEMENT

THIS PERMIT TO USE THE CITY'S RIGHT-OF-WAY OR EASEMENTS HEREIN DESCRIBED IS ISSUED BY THE CITY OF JACKSONVILLE TO THE PERMITEES NAMED BELOW FOR THE PURPOSES HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE PERMITTEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

Clerk of Courts Use Only

1. ADDRESS OR NAME OF RIGHT-OF-WAY: <b>Palm Avenue Improvements</b>		DATE: <b>5-14-2021</b>
3. DESCRIPTION OF RIGHT-OF-WAY OR EASEMENT (Width, intersection, legal description, ORV & page, etc.): <b>Palm Ave. R/W from Gary St. to Prudential Drive, including the Palm Ave. / Prudential Dr. intersection</b>		
4. PURPOSE OF PERMIT AND DETAILED DESCRIPTION OF IMPROVEMENTS: (Attach a Detailed 8½ x 11 or 8½ x 14 Sketch of Improvements) <b>Reconstruction of Palm Ave. including brick pavers, cast iron ADA mats, landscaping and irrigation.</b>		
5. PERMITTER: <b>CITY OF JACKSONVILLE</b>	5a. REPRESENTATIVE: (Type Name, Title and Department) <b>Robin G. Smith, PE Chief of Engineering Public Works Department</b>	
6. PERMITTEE: <b>Southern Baptist Hospital of Florida, Inc.</b>	6a. REPRESENTATIVE: (Type Name, Title and Address) <b>Kimberly Hansen System Director, Construction 800 Prudential Drive, Jacksonville, FL 32207 Telephone Number: 904-202-2844 Email: Kimberly.Hansen@bmcjax.com</b>	

7. GENERAL PROVISIONS: (See Page 2 of 2)

FOR CITY OF JACKSONVILLE	By: _____ Date: _____ Its: <u>Chief of Engineering</u>
STATE OF FLORIDA, COUNTY OF DUVAL	Witness: _____ Date: _____ Witness: _____ Date: _____

This foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this    day of    20  , by **Robin G. Smith, PE, Chief of Engineering**, the designee for the Director of Public Works of the City of Jacksonville, a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires:

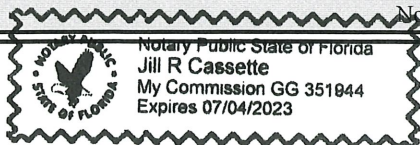
\_\_\_\_\_  
Notary Public, State of Florida

PERMITTEE	By: <u>Scott Wooten</u> <i>Scott Wooten</i> Date: <u>5/14/21</u>
	Its: <u>Executive Vice Pres. &amp; CFO</u>
STATE OF FLORIDA, COUNTY OF DUVAL	Witness: <u>Jill R Cassette</u> <i>Jill R Cassette</i> Date: <u>5/14/21</u>
	Witness: _____ Date: <u>5/14/21</u>

This foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of May 2021, by Scott Wooten (name of officer) the Exec. Vice Pres. & CFO (title of officer) of Southern Baptist Hospital of Florida, Inc. (name of corporation), a municipal corporation, who executed the forgoing instrument and acknowledged the execution thereof to be his own free act and deed on behalf of the corporation.

My Commission Expires: 7/04/2021

\_\_\_\_\_  
Notary Public, State of Florida *Jill R Cassette*



**7. GENERAL PROVISIONS:**

- (a) City hereby permits Permittee to use the property described in Item 3 for the purposes set forth in Item 4 and in accordance with the detailed sketch attached thereto.**
- (b) Permittee shall maintain, at its sole cost and expense, the improvements set forth in Item 4 and the detailed sketch, in a good, safe and attractive condition.**
- (c) Permittee shall repair, at its sole cost and expense, any and all damage, if any, to the property described in Item 3, resulting from its use of said property.**
- (d) This Permit is revocable at any time, upon giving 30 days notice to Permittee, at the option and discretion of City or its duly authorized representative.**
- (e) In the event that the City revokes this permit, Permittee shall immediately remove at its cost and expense the improvements described in Item 4 and shown on the detailed sketch in the right-of-way or easement and Permittee shall at Permittee's expense restore the right-of-way to comply with City standards in effect at the time that the improvements were constructed; provided, that if Permittee shall fail to do so or fail to do so in a manner that does not interfere with the City's use of the right-of-way or easement, then the City may perform such removal at the cost and expense of Permittee.**
- (f) Permittee shall act as an independent contractor, and not as an employee of the City in performing its obligations pursuant to this Agreement. Permittee shall be solely liable, and agrees to be solely liable for, and shall indemnify, defend and hold City harmless from any and all loss, damage, action, claim, suit, judgment, cost or expense for injury to persons (including death) or damage to property (including destruction) in any manner resulting from or arising out of the installation, maintenance (failure to maintain), use or existence of the improvements described in item 4 and shown on the detailed sketch within City's right-of-way or easements. The foregoing shall include any damage incurred by Permittee or to the improvements due to the removal of the improvements by City or Permittee; as well as any damage caused by the forces of any natural occurrence.**
- (g) Permittee further agrees that, in the event City requires access to any area of the right-of-way or easement, necessitating the removal of and/or damage to any or all of said improvements, Permittee shall remain solely responsible at its cost and expense for any necessary repairs to or replacement of said improvements in order to return the right-of-way or easement to its original condition, or to other conditions meeting City standards or requirements for the right-of-way or easement.**
- (h) Upon completion execution hereof, Permittee shall record at its cost and expense this permit with the Clerk of the Circuit Court in the official records of Duval County, Florida, and shall provide to the City a copy of the duly recorded permit showing on the face of it the appropriate recording stamp of said Clerk showing the book and page number in and at which it was recorded.**
- (i) If this permit is issued in relation to a private road, City accepts no responsibility for maintenance of either the work contemplated in this permit or the private road itself.**

