

SUBJECT: Advent Health Riverview Hospital Off-Site **PI# 5749**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 10, 2024
CONTACT: Lee Ann Kennedy

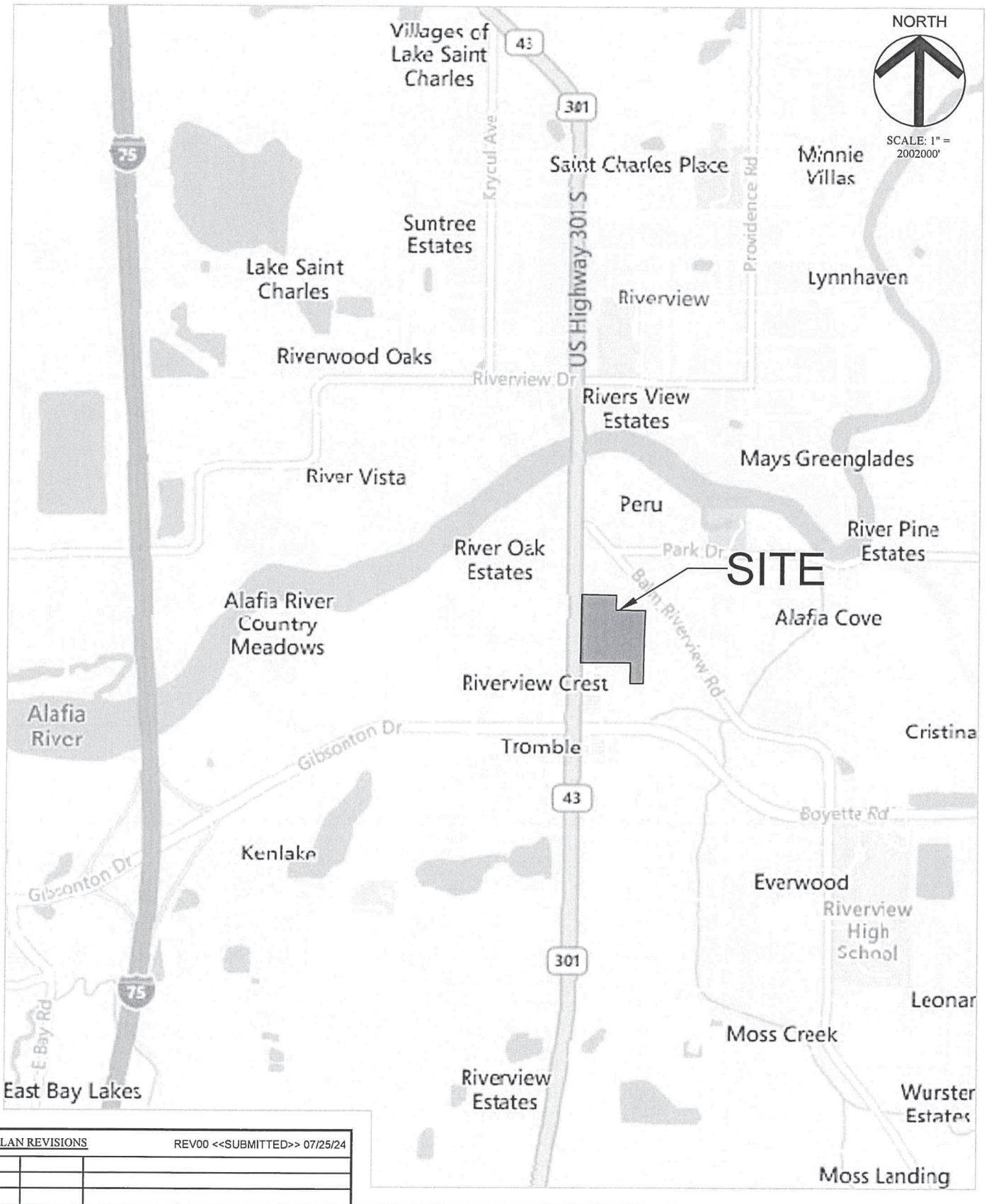
RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (US 301 roadway, sidewalks and watermain extensions) for Maintenance to serve Advent Health Riverview Hospital Off-Site, located in Section 18, Township 31, and Range 20 upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$295,162.58 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On November 4, 2021, Permission to Construct was issued for Advent Health Riverview Hospital Off-Site, after construction plan review was completed on October 19, 2021. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Advent Health Riverview and the engineer is Atwell-Group.

Q:\Projects\23002919 (AdventHealth) Riverview Hospital - PH1\Permitting\Hillsborough County\Site Certification\Warranty Bond Docs\Riverview Hospital Vicinity Map.dwg



PLAN REVISIONS		REV00 <<SUBMITTED>> 07/25/24

RIVERVIEW HOSPITAL - PHASE I **VICINITY MAP**

PREPARED FOR:
UNIVERSITY COMMUNITY HOSPITAL
 3100 E FLETCHER AVE, TAMPA, FL 33613

SECTION: TOWNSHIP: RANGE:
 20 30S 20E
 COUNTY, FLORIDA
 Riverview Hospital Vicinity Map.dwg
 SHEET: 1 OF 1

FLORIDA CERTIFICATE OF AUTHORIZATION #29091



OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this ____ day of ' ____ , 20²⁴ , by and between AdventHealth Riverview, Inc. DBA AdventHealth Riverview , hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Riverview Hospital Site - Phase I (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:

6-inch water main extension on Kevin Street, 8-inch water main extension on US 301, US 301 turn lane improvements and signalization,
and sidewalk extension on Kevin Street.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
 - b. A Warranty Bond, dated 06/04/2024 with AdventHealth Riverview, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
- 7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Norma Guerra
Witness Signature

Norma Guerra
Printed Name of Witness

Donnie D. Harrison
Witness Signature

Donnie -D. Harrison
Printed Name of Witness

Owner/Developer:

By *J.A. Newmyer*
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Jason A. Newmyer
Printed Name of Signer

President
Title of Signer

9330 U.S. Highway 301 South
Riverview, FL 33578
Address of Signer

813-550-6608
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY *[Signature]*
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
19th day of August, 2024, by Jason A. Newmyer as
(day) (month) (year) (name of person acknowledging)
President for AdventHealth Riverview, Inc.
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Type of Identification Produced



JANA L. BEARRY
Commission # HH 368247
Expires June 30, 2027

Jana L. Bearry

(Signature of Notary Public - State of Florida)

Jana L. Bearry

(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 368247

(Commission Number)

June 30, 2027

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

(Expiration Date)

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 1, 2026.

SIGNED, SEALED AND DATED this 4th day of June, 2024.

ATTEST:

Jane Beamy

AdventHealth Riverview

By J. A. Newmyer
Principal Jason A. Newmyer Seal

Travelers Casualty and Surety Company of America

Surety Seal

ATTEST:

Camille M. Cruz
Camille M. Cruz Surety Witness

By Ana W. Oliveras
Attorney-In-Fact Ana W. Oliveras Seal

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency. as amended



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of June, 2024.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SURETY RIDER

To be attached to and form a part of

Bond No. 107980089

dated June 4, 2024
effective _____
(MONTH-DAY-YEAR)

executed by AdventHealth Riverview, as Principal,
(PRINCIPAL)

and by Travelers Casualty and Surety Company of America, as Surety,

in favor of Board of County Commissioners, Hillsborough County FL
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date to:

October 11, 2026

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective July 23, 2024
(MONTH-DAY-YEAR)

Signed and Sealed July 23, 2024
(MONTH-DAY-YEAR)

AdventHealth Riverview
(PRINCIPAL)

By: J. A. Newmyer
(PRINCIPAL)
Jason A. Newmyer, President

Travelers Casualty and Surety Company of America
(SURETY)

By: Ana W. Oliveras
Ana W. Oliveras, Attorney-in-Fact



APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of July, 2024.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

Riverview Hospital Site Phase I Off-site Improvements

Defect Bond Calculation

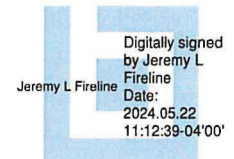
Construction costs for the potable water and forcemain connection

SUMMARY

Water	\$433,051.52
Wastewater	\$8,017.25
US 301 Roadway Improvements	\$2,510,557.00
Kevin Street Sidewalk Improvements	\$26,420.75
Total	\$2,951,625.77

Defect Bond Amount (10% of total)

\$295,162.58



Jeremy L. Fireline, Professional Engineer, State of Florida, License No. 63987

This item has been digitally signed and sealed by Jeremy L. Fireline, PE, on 05/22/2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Jeremy Fireline, P.E.
Florida License # 63987

WATER

Description	Quantity	Unit	Unit Price	Amount
<u>US 301 Improvements</u>				
Connect to Existing Water Main	1	EA	\$5,000.00	\$5,000.00
Dewatering and Well Points	1	EA	\$5,768.22	\$5,768.22
8" DIP Water Main (CLASS 50)	1,144	LF	\$80.00	\$91,520.00
8" Gate Valve	10	EA	\$1,750.00	\$17,500.00
8" x 8" Tee	4	EA	\$560.00	\$2,240.00
8" MJ Bend	6	EA	\$365.00	\$2,190.00
Fire Hydrant Assembly	3	EA	\$4,849.00	\$14,547.00
20" Steel Casing	165	LF	\$187.52	\$30,940.80
8" DDCVA	1	EA	\$16,500.00	\$16,500.00
6" Master Meter Assembly	1	EA	\$34,000.00	\$34,000.00
Chlorination and Pressure Testing	1,144	LF	\$2.25	\$2,574.00
Permanent Blowoff Assembly	1	EA	\$1,550.00	\$1,550.00
			US 301 Total =	\$224,330.02

Water cont.

<u>Kevin Street Improvements</u>				
Connect to Existing Water Main	1	EA	\$5,000.00	\$5,000.00
6" DIP Water Main (CLASS 50)	180	LF	\$75.00	\$13,500.00
6" Gate Valve	5	EA	\$1,300.00	\$6,500.00
6" MJ Bend	4	EA	\$265.00	\$1,060.00
Fire Hydrant Assembly	1	EA	\$4,849.00	\$4,849.00
16" Jack & Bore	135	LF	\$984.50	\$132,907.50
6" DDCVA	1	EA	\$10,500.00	\$10,500.00
6" Master Meter Assembly	1	EA	\$34,000.00	\$34,000.00
Chlorination and Pressure Testing	180	LF	\$2.25	\$405.00
			Kevin Street Total =	\$208,721.50
			TOTAL =	\$433,051.52

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
<u>US 301 Forcemain Service Connection</u>				
Connect to Existing	1	EA	\$5,000.00	\$5,000.00
4" DIP Forcemain	21	LF	\$70.00	\$1,470.00
4" Plug Valve	1	EA	\$1,500.00	\$1,500.00
Forcemain Testing	21	LF	\$2.25	\$47.25
			US 301 Total =	\$8,017.25
			TOTAL =	\$8,017.25

US 301 Roadway Improvements

Description	Quantity	Unit	Unit Price	Amount
<u>Pavement</u>				
Sawcut & Match Existing Asphalt	6,000	LF	\$1.75	\$10,500.00
Mill Existing Asphalt	4,950	SY	\$6.75	\$33,412.50
3/4" Type FC-5 Friction Course	10,990	SY	\$12.00	\$131,880.00
1.5" Type 12.5 Asphalt PG 76-22	450	SY	\$22.00	\$9,900.00
3" Type SP 12.5 Asphalt PG 76-22	7,150	SY	\$31.00	\$221,650.00
Opt. Base Group 10 - 11" Limerock	7,150	SY	\$33.50	\$239,525.00
Opt. Base Group 1 - 4" Limerock	260	SY	\$23.50	\$6,110.00
12" Stabilized Subgrade (LBR 40)	9,600	SY	\$17.50	\$168,000.00
5' Stabilized Shoulder (LBR 40)	925	SY	\$17.50	\$16,187.50
Type 'B' Curb	980	LF	\$23.50	\$23,030.00
Type 'F' Curb	60	LF	\$35.00	\$2,100.00
Shoulder Gutter	1,180	LF	\$32.00	\$37,760.00
Shoutler Gutter Flare	1	EA	\$650.00	\$650.00
Concrete Traffic Separator	4,950	SF	\$13.00	\$64,350.00
Concrete Median	5,250	SF	\$7.00	\$36,750.00
4" Concrete Sidewalk	11,550	SF	\$5.50	\$63,525.00
ADA Handicapped Ramp	13	EA	\$1,300.00	\$16,900.00
Signage & Striping	1	LS	\$90,000.00	\$90,000.00
			US 301 Total =	\$1,172,230.00
<u>Storm Sewer</u>				
Connect to Existing Storm	2	EA	\$4,850.00	\$9,700.00
14" x 23" Class III ERCP Storm	24	LF	\$160.00	\$3,840.00
18" Class III RCP Storm	88	LF	\$145.00	\$12,760.00
24" Class III RCP Storm	2,000	LF	\$105.00	\$210,000.00
30" Class III RCP Storm	235	LF	\$130.00	\$30,550.00
Type C Grate Inlet	1	EA	\$2,350.00	\$2,350.00
Type D Grate Inlet	6	EA	\$3,500.00	\$21,000.00
Type S Grate Inlet	7	EA	\$5,000.00	\$35,000.00
Type P Manhole	1	EA	\$4,200.00	\$4,200.00
Type J Manhole	1	EA	\$6,000.00	\$6,000.00
18" RCP MES	2	EA	\$1,800.00	\$3,600.00
24" RCP MES	2	EA	\$2,000.00	\$4,000.00
18" FDOT Headwall w\Rail	1	EA	\$3,850.00	\$3,850.00
14" x 23" FDOT Headwall w\Rail	1	EA	\$3,850.00	\$3,850.00
Rip Rap Sump	3	EA	\$1,905.00	\$5,715.00
Asphalt Restoration	120	SY	\$75.00	\$9,000.00
Storm Sewer Testing	2,339	LF	\$8.00	\$18,712.00
			US 301 Total =	\$384,127.00
<u>Utility Adjustments</u>				
Adjust Misc. Utility Boxes to Grade	1	LS	\$5,700.00	\$5,700.00
Remove Casing, Deflect Existing 4" Forcemain	1	LS	\$14,500.00	\$14,500.00
			US 301 Total =	\$20,200.00
<u>Signalization</u>				
Equipment Transport	100	HR	\$150.00	\$15,000.00
Project Manager	52	HR	\$139.00	\$7,228.00
Superintendent	130	HR	\$100.20	\$13,026.00
NPDES Compliance / Install BMPs / Broom Tractor	1	LS	\$9,500.00	\$9,500.00
Construction Stakeout / Record Survey	1	LS	\$12,500.00	\$12,500.00
Final Grading	10	DY	\$2,250.00	\$22,500.00

Relocate Light Poles	7	EA	<u>\$14,175.00</u>	<u>\$99,225.00</u>
Signalization Subcontractor	1	LS	<u>\$687,750.00</u>	<u>\$687,750.00</u>
Off Duty Officer (Traffic Control)	1	LS	<u>\$22,771.00</u>	<u>\$22,771.00</u>
Daily MOT	1	LS	<u>\$35,000.00</u>	<u>\$35,000.00</u>
Asphalt Restoration	50	SY	<u>\$100.00</u>	<u>\$5,000.00</u>
SOD - Bahia	1,500	SY	<u>\$3.00</u>	<u>\$4,500.00</u>

US 301 Total = \$934,000.00

TOTAL = \$2,510,557.00

Kevin Street Sidewalk Improvements

Description	Quantity	Unit	Unit Price	Amount
<u>Sidewalk</u>				
Sawcut Existing Asphalt	273	LF	\$1.75	\$477.75
4" Concrete Sidewalk	1,776	SF	\$5.50	\$9,768.00
12" Sidewalk Drainage Scuppers	3	EA	\$2,250.00	\$6,750.00
ADA Handicapped Ramp	2	EA	\$1,300.00	\$2,600.00
Type 'D' Curb	273	LF	\$25.00	\$6,825.00
			US 301 Total =	\$26,420.75
			TOTAL =	\$26,420.75

OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20_____, by and between University Community Hospital, Inc. d.b.a. AdventHealth Riverview, hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Riverview Hospital Site - Phase I (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
- 7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Owner/Developer:

Donnie D. Harrison
 Witness Signature

By J. A. Newmyer
 Authorized Corporate Officer or Individual
 (Sign before Notary Public and 2 Witnesses)

Donnie D. Harrison
 Printed Name of Witness

Jason A. Newmyer
 Printed Name of Signer

Norma Civerra
 Witness Signature

CEO
 Title of Signer

Norma Civerra
 Printed Name of Witness

9330 U.S. Highway 301 South
 Riverview, FL 33578
 Address of Signer

813-550-6608
 Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

SURETY RIDER

To be attached to and form a part of

Bond No. 107980089

dated June 4, 2024
effective _____
(MONTH-DAY-YEAR)

executed by AdventHealth Riverview, as Principal,
(PRINCIPAL)

and by Travelers Casualty and Surety Company of America, as Surety,

in favor of Board of County Commissioners, Hillsborough County FL
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date to:

October 11, 2026

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective July 23, 2024
(MONTH-DAY-YEAR)

Signed and Sealed July 23, 2024
(MONTH-DAY-YEAR)

AdventHealth Riverview
(PRINCIPAL)

By: _____
(PRINCIPAL)

Travelers Casualty and Surety Company of America
(SURETY)

By: Ana W. Oliveras
Ana W. Oliveras, Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of July, 2024.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President