

**AMENDMENT TO AGREEMENT BETWEEN OWNER
AND CONSTRUCTION MANAGER**

This AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER is to allow Construction Manager to proceed with the work necessary to extend and add gutters at the west tail section of the canopy, limited to the portion over the bandshell building and install trench drains at the project (the "Gutter and Drain Amendment") is made and entered into on the date fully executed below by and between THE CITY OF CLEARWATER ("Owner") and SKANSKA USA BUILDING INC. ("Construction Manager") (Owner and Construction Manager shall be referred to as the "Parties" when referred to collectively).

RECITALS

WHEREAS, Owner and Construction Manager entered into that certain Agreement Between Owner and Construction Manager with an effective date of December 19., 2019 (RFP #52-19 Imagine Clearwater) (the "Agreement"), whereby Construction Manager was engaged to perform certain services for the **Imagine Clearwater** project (the "Project"), now known as Coachman Park, which includes the Sound Amphitheatre;

WHEREAS, after completion and opening of the Project, Owner raised questions about the sufficiency of the gutters around the amphitheater roof at the Sound music venue and about the sufficiency of drainage around the music venue;

WHEREAS, after exploring the history of the Project the City determined it would be beneficial to install additional gutters and trench drains, as contemplated by this Gutter and Drain Amendment.

WHEREAS, at the City's request, Skanska provided proposals to perform the additional work discussed herein;

WHEREAS, the City wishes to approve Skanska's proposals and move forwarded with the additional work under the terms of the existing Agreement;

NOW THEREFORE, in consideration of the mutual covenants provided herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, each of Owner and Construction Manager agree to amend the Agreement as follows:

1. **Recitals and Existing Terms.** The recitals above are true and correct and are incorporated into this Gutter and Drain Amendment by this reference. This work will be performed under the existing terms of the Agreement.

2. **Approval of Additional Work.**

(a) The City approves Construction Manager's proposal to add additional tail gutters as described more fully in **Exhibit "A"**.

(b) The City approves Construction Manager's proposal to add trench drains as discussed more fully in **Exhibit "B"**.

3. **Capitalized Terms.** All capitalized terms used herein but not defined herein shall have the meaning ascribed thereto in the Agreement.

4. **Substantial Completion.** This work is being performed after the Substantial Completion of the Project as "day 2" work and nothing herein is intended to modify or alter the Substantial Completion date for the Project which was established on or about June 27, 2023.

5. **Counterparts.** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. To the extent permissible under Florida law, a facsimile/electronically (i.e., via email) transmitted signature shall be deemed to constitute an original signature for the purposes of this First Amendment and an electronic signature hereto will have the same force and effect as a manual signature.

6. **Severability of Provisions.** The provisions of this First Amendment are severable, and if any provision, or any portion thereof, is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, any remaining portions of that provision, and all other provisions of this First Amendment, shall remain valid and enforceable to the fullest extent permitted by law and equity in order to give effect to the parties' intentions under this First Amendment.

7. **Builder's Risk.** Owner will provide course of construction coverage through its existing master property policy for the scope of work to be performed under this Amendment. This coverage shall be equivalent to the coverage required in the Contract Documents or Owner will be responsible for the cost of any damage that would be covered by the builder's risk insurance specified in the Contract Document that is not covered by the course of construction coverage. Construction Manager's responsibility for any deductibles is limited to \$10,000 per occurrence and Construction Manager will be responsible only if Construction Manager or one of its subcontractors is responsible for causing the claim.

/SIGNATURE PAGE FOLLOWS/

IN WITNESS WHEREOF, Owner and Construction Manager have hereunto set their hands and seals as of the day and year first above written.

OWNER:

City of Clearwater

By: _____

Date: _____

Approved as to form and legality:

CONSTRUCTION MANAGER:

SKANSKA USA BUILDING INC.

By: Chuck Johnson
Name: Chuck Johnson
Title: Senior Vice President
Date: 7/31/2026