

SECOND AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

THIS SECOND AMENDMENT (the "Amendment") is made by and between the **CITY OF GAINESVILLE**, a public body corporate and politic existing under the laws of the State of Florida, ("OWNER"), whose mailing address is P.O. Box 490, Gainesville, Florida, 32602-0490, and **THE BRENTWOOD COMPANY, INC.**, 101 SW 140th Terrace, Suite A, Newberry, FL 32669, Federal I.D. No. 59-1035928 (hereinafter referred to as "CONSTRUCTION MANAGER").

WHEREAS, the OWNER and CONSTRUCTION MANAGER have previously entered into an Agreement for construction management services (the "Agreement") on 12/05/2012; and

WHEREAS, Article 8 of the Agreement permits the OWNER to renew the Agreement for two additional one year periods; and

WHEREAS, the parties wish to amend and renew the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties wish to amend the provisions of the Agreement as follows:

Section 1. The above recitals are true and correct and are incorporated by reference herein and made a part hereof.

Section 2. The Agreement between OWNER and CONSTRUCTION MANAGER is renewed for an additional year, terminating December 5, 2017. Except as amended below (the language of which shall govern in the event of conflict with any prior document), the terms and conditions of the Agreement remain in full force and effect.

Section 3. That sections 11.3 and 11.4 of Article 11, titled "Damages and Remedies" of the Agreement is hereby replaced and amended to read as follows:

11.3 **General Indemnity** Construction Manager agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of the contract.

11.4 **Intellectual Property** Construction Manager asserts that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the Owner or Professional(s) in writing. If the Construction Manager has reason to believe the use of a required design, process or product is an infringement or a patent, the Construction Manager shall promptly give Owner and Professional written notice of the infringement.

Section 4. That section 12.21 is added to the Agreement to read as follows:

12.21 **Community Partnerships** Construction Manager should make every effort to connect its subcontractors with the project site and the community surrounding it to find opportunities to employ local, applicable talent for Owner Projects. Owner Staff may assist in directing outreach efforts.

Section 5. This Amendment is made effective as of December 15, 2016.

IN WITNESS WHEREOF, the parties have executed this Amendment.

WITNESS: THE BRENTWOOD COMPANY, INC.

Printed name: _____ Brent Taylor, President

WITNESS: CITY OF GAINESVILLE, FLORIDA

Title: _____ Anthony Lyons, City Manager