

A m e n d m e n t

Project: Dr. Phillips Center for the
Performing Arts
Orlando, Florida

Amendment #019

Initiation Date: July 28, 2014
Contract For General Construction
Contract Date: May 25, 2011

Construction Manager: Balfour Beatty Construction, LLC
8529 South Park Circle Ste 200
Orlando, Florida
Attention: Sean DeMartino

Distribution:
☐ Jim Wright, BBC
☐ Rodney Morrissey, HKS
☐ Tim Ackert, City of Orlando
☐ Clint Jackson, PCL

The Construction Manager has agreed to the changes in the Work described here and below. This Amendment is entered into by and between Owner and Construction Manager, as detailed below and in the attached exhibit(s). Except as expressly stated herein, Construction Manager agrees, by executing this Amendment, that all direct and indirect costs related to this Amendment, and any effect of the change associated by this Amendment on and to the remainder of the Project, the Schedule, or the Contract Time or GMP have been fully compensated and taken into account by this Amendment and, as a result, Construction Manager releases all claims against Owner directly or indirectly related to this Amendment for any additional adjustment to the Contract Time or GMP beyond that reflected in the terms of the Amendment and that this Amendment constitutes a full accord, satisfaction and release of any such other claims, inclusive of indirect costs, further delays, cumulative impacts or other costs related to the Work associated with this Amendment. The parties hereto agree that there are no verbal promises or representations relating to the Amendment and the attachments thereto which they are relying on in order to execute this Amendment. All other provisions of the Contract Documents remain in full force and effect.

The original Initial Guaranteed Maximum Price was	\$134,406,829
Net change Changes made to the initial Guaranteed Maximum Price	\$-17,776,336
The Guaranteed Maximum Price prior to this Amendment was	\$116,630,493
The Guaranteed Maximum Price will be increased by this Amendment in the amount of	\$3,375,007
The Guaranteed Maximum Price including this Amendment will be	\$120,005,500
The Contract Time is unaltered by the Work of this Amendment	

Description:

1. The changed and added Work specified in this Amendment ("Plaza and Site Work") is described as follows: all changed or added work depicted by COR #218-R2 and in the Drawings, Sheet Narrative, and Specifications and as clarified in Exhibit A attached thereto, which materials are hereby incorporated by reference.
2. Capitalized terms in this Amendment have the meaning set forth in the Amended and Restated Construction Contract and the General Conditions to the Amended and Restated Construction Contract.
3. Except as specified in this paragraph, Construction Manager will complete all Plaza and Site Work described in this Amendment and obtain a Certificate of Occupancy for areas of the Plaza and Site Work on or before October 15, 2014. The obligation to be complete, and to obtain the Certificate of Occupancy, by October 15, 2014 does not extend to the following potentially long lead time items, which the parties recognize may not be completed by that time and may also effect the ability to obtain the Certificate of Occupancy required by this paragraph:

Hoffman Enclosures
Hess Light Fixtures
Selux Light Fixtures
Beacon Light Fixtures

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Dimming Panel – DL1-P-Plaza
Sierra Bench – Qty 1

In addition to the specified items, the parties recognize that unforeseen circumstances that would constitute the basis for a change order or time extension under the Contract could impact this Work, and to the extent that Contractor demonstrates entitlement that such would be the basis for an adjustment to the time for this Work. Construction Manager will use its best efforts to mitigate any delays to the Work of this Amendment, and to complete the Work of this Amendment by October 15, 2014.

4. The Work covered by this Amendment does not extend the Contract's Substantial Completion date for the front of house or the back of house. If, however, the City of Orlando, Florida, Building Department does not allow the Project to obtain a Certificate of Occupancy for the plaza and site areas separate from the front of house or back of house areas, then the parties reserve all rights regarding extensions of the Contract Time for Substantial Completion for the impacted portions of the Project Work.

Recommended by: PCL Construction Services, Inc.

Owner's Representative Date:

Approved by: Orlando Community Construction Corporation

Date:

Accepted by: Dr. Phillips Center for the Performing Arts, Inc.

Owner Date:

Accepted by: Balfour Beatty Construction, LLC

Construction Manager Date: