

EXHIBIT A - PROJECT DESCRIPTION

PROJECT PROGRAM OUTLINE

The Dr. Phillips Center for the Performing Arts pursues a mission to be an inspirational, creative place where people love to be and where people love to work. The goals of the Dr. Phillips Center are to bring the finest performing arts to the people of Central Florida, bring all students to the performing arts and bring performing artists together. The art center promises to be the future for entertainment, education, and community engagement in Central Florida.

The Dr. Phillips Center for the Performing Arts is a new, world-class performing arts center located in Downtown Orlando, Florida. The new performing arts center Stage I had its grand opening on November 6, 2014. Barton Myers Associates was the design architect. Stage I of the venue features a 2,700 seat amplified hall (the Walt Disney Theater) for Broadway theater-class play events and a 300-seat venue (the Alexis & Jim Pugh Theater) for smaller shows and events.

Dr. Phillips Center for the Performing Arts intends to build the third theater, a 1,700 seat multipurpose acoustic hall, as a part of Stage II of the overall development. The construction budget is targeted to be \$152 million with a total square footage of roughly 133,000sf for this phase of the performing arts center. This theater will be the new home for local resident arts organizations, the Orlando Philharmonic and the Orlando Ballet. HKS Architects has been selected as the Architect of Record for this Project.

EXHIBIT B – PROJECT SCHEDULE

To be finalized during completion of design and with the GMP Amendment.

EXHIBIT C – DESCRIPTION GMP DRAWINGS AND SPECIFICATIONS

To be finalized during completion of design and with the GMP Amendment.

EXHIBIT D - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The General Conditions are the General Conditions of the Construction Management Agreement, Date: May 9, 2016.

EXHIBIT E - DESCRIPTION OF GENERAL REQUIREMENTS WORK

To be provided with GMP Amendment.

**EXHIBIT F - HOURLY RATES FOR CONSTRUCTION MANAGER PERSONNEL
(FOR USE IN PRICING ADDITIONAL SERVICES)**

WT Position / Level	2016 Hourly Rate
Senior Project Manager	\$129.74
Project Manager – Level 5	\$114.29
Project Manager – Level 4	\$110.27
Project Manager – Level 3	\$92.87
Project Manager – Level 2	\$76.07
Project Manager – Level 1	\$61.19
Assistant Project Manager	\$54.58
Project Engineer	\$49.55
Intern	\$23.58
Senior Superintendent	\$138.95
Superintendent – Level 5	\$122.33
Superintendent – Level 4	\$107.88
Superintendent – Level 3	\$92.23
Superintendent – Level 2	\$74.29
Superintendent – Level 1	\$60.29
Senior Field Engineer	\$53.98
Field Engineer	\$49.25
Admin	\$36.75
Safety Coordinator	\$84.09
Accountant	\$42.80

Note: Above rates are billable hourly rates and do not include subsistence, out of town expenses, travel, etc.

EXHIBIT G — CONSTRUCTION MANAGER'S KEY PERSONNEL, AND STAFFING PLAN

Owner is entering into this Agreement in reliance on the representations made by Construction Manager respecting the skill, judgment, experience and abilities of Construction Manager and its principals and employees in the construction of Performing Arts Centers, and in reliance upon assurances by Construction Manager that the personnel listed below, so long as they remain employed by Construction Manager, will be assigned to this Project, for the duration of the Work, or portions thereof as necessary. Pursuant to section 3.3 of the Agreement, the following members of the Construction Manager's team shall be considered Key Personnel and shall not be assigned any other responsibilities that in any way preempt their responsibilities for the Work, and shall not be replaced without the prior express written consent of Owner (which shall not be unreasonably withheld), except for reason of death, or discharge or resignation from the employ of Construction Manager:

Principal-in-charge	Paul Schmitt, Senior Vice-President
Project Executive	Zac Crane, Senior Project Manager
Sr. Project Manager	Dennis Clem, Senior Project Manager
General Superintendant	Jay Livingston
Project Manager	Stewart Gross

EXHIBIT H - BIDDING REQUIREMENTS

Construction Manager shall use the following regarding the procurement of Work:

1. Construction Manager shall develop bid packages consisting of various Subcontracts based on its knowledge and experience in performing arts center construction, its knowledge of the construction industry and local contracting community, and review of the Construction Documents.
2. Construction Manager shall solicit bidder interest for the Project through knowledge of the local and national contracting community, performing arts center construction experience, by holding outreach meetings, pre-bid meetings and bid notifications. Construction Manager shall pre-qualify bidders regarding capability, work experience, bonding capacity, safety history, financial status among other pertinent factors.
3. Construction Manager shall incorporate appropriate guidelines of the Community Impact Plan into the bid packages and solicit interest from minority and women owned businesses as described above.
4. Construction Manager shall receive bids or proposals from pre-qualified bidders for the various Subcontracts. The bids may be opened privately with results shared with Owner. Construction Manager shall review the bids in regards to price, completeness, scope of work and applicable Community Impact Plan provisions. After completion of review of the bids and agreement with the most responsible and responsive bidder regarding the Subcontract terms, Construction Manager shall recommend award to Owner.
5. Construction Manager may utilize other competitive processes to procure the Work to accommodate schedule and/or budget, after consultation with Owner.

EXHIBIT I - FORM OF GMP AMENDMENT

Pursuant to Section 4.6 of the Construction Management Agreement (the "Agreement") dated _____, between DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC. ("Owner"), and THE WHITING-TURNER CONTRACTING COMPANY ("Construction Manager"), Owner and Construction Manager desire to establish a GMP for the Work described in the Agreement. Therefore, Owner and Construction Manager agree as follows:

ARTICLE 1, GUARANTEED MAXIMUM PRICE

Construction Manager's GMP for the Work described in the Agreement (the "GMP"), including the Cost of the Work, Construction Manager's Fee and the Construction Contingency is _____ Dollars (\$ _____). The attached Exhibits are a part of the Agreement as if each were physically incorporated therein.

EXHIBIT 1 Schedule of Values (including separate line items for the General Conditions Work and the Construction Contingency), dated _____, _____ pages.

EXHIBIT 2 Allowance items, dated _____, _____ pages.

EXHIBIT 3 List of GMP Documents (including list of the GMP Drawings and Specifications, the Prose Statement and Qualifications and Assumptions) dated _____, _____ pages.

EXHIBIT 4 Construction Schedule, dated _____, _____ pages.

EXHIBIT 5 List of Alternates (if any), dated _____, _____ pages.

EXHIBIT 6 Unit Prices (if any), dated _____, _____ pages.

ARTICLE 2, OTHER TERMS

By execution of this Amendment, Construction Manager represents and warrants, that as of the date of this Amendment:

- The Owner has satisfied its obligations under the Contract Documents to provide information and services to enable Construction Manager to submit its GMP Proposal;
- The Contract Documents, including the drawings and specifications are sufficient to enable the Construction Manager to submit an accurate GMP and to construct the Project within the GMP;
- The Construction Manager has carefully inspected the Project Site and has satisfied itself of the conditions at the Project Site;
- The GMP takes into account all work, whether or not shown or described in the drawings and specifications, which may be reasonably inferred as necessary or useful for the completion of the work in accordance with the Contract Documents;

- There are no claims pending for and no facts or circumstances which would justify an increase of the Contract Sum or a time extension under the terms of the Contract Documents;
- The elements and categories of costs set forth in the Cost of the Work, General Conditions and General Requirements are not duplicative.

This Agreement is entered into as of the day and year first above written.

OWNER:

CONSTRUCTION MANAGER:

**DR. PHILLIPS CENTER FOR THE
PERFORMING ARTS, INC.**

**THE WHITING-TURNER
CONTRACTING COMPANY**

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT J

DESCRIPTION OF LUMP SUM STAFF COSTS/REIMBURSABLE EXPENSES

Sr. Project Manager/Project Director
Project Managers - Structure/Arch. & Cost Mgmt
General Superintendent
Superintendent - Structure/Architectural
Superintendent - MEP
Superintendent - Site/Architectural
Senior Project Engineer - Structure/Architectural
Project Engineer - Architectural Finishes/Site Hardscape
Project Engineer - MEP / Schedule Maint.
QA/QC Manager – part of Project Management Staff
QA/QC Engineer – part of Project Engineer staff
Safety Manager – part of CCIP
M.E.P. Coordinator / Manager
Secretarial (On Site)
Blueprint Manager & Administrative Assistant
Scheduling - Primavera P6 Project Schedule Set-up & Oversight
Project Phasing – part of Project Management/Supervision
Cost Engineer(s) - Construction Phase: part of Project Management & Engineering Staff
Purchasing – part of Project Management & Engineering Staff
Punch List Manager – part of Project Management & Engineering Staff
Building Commissioning Manager – part of Project Management (does not include enhanced or 3rd Party Commissioning)
Lump Sum Payment and Performance Bond Rate 0.75%
Lump Sum Liability Insurance Rate 0.8%

Accounting
System Development - CM IT set-up
Off-site Staff Travel Costs
Off-site Staff Transportation
Project Staff Moving/Subsistence

EXHIBIT K - GMP DEVELOPMENT SCHEDULE

The Owner and Construction Manager to work in conjunction with all relevant parties to define a mutually agreeable GMP Development Schedule.

EXHIBIT L —LIQUIDATED DAMAGES

Liquidated Damages

The parties recognize that time is of the essence and that if the Work is not substantially completed by the Scheduled Substantial Completion Date, damage will be sustained by the Owner. It is and will be impracticable and extremely difficult to ascertain the actual damages the Owner will sustain, which may include, but are not limited to: (1) increased costs for Contract administration, (2) loss of revenue, (3) breach of contractual commitments to others, and (4) delayed operation and planned use of the performing arts center. Therefore, Construction Manager shall be obligated to pay to the Owner as liquidated damages, and not as a penalty, the daily amounts set forth below for each calendar day of delay in attaining the Work beyond the scheduled substantial completion date, subject to adjustments of Contract Time as provided in the Contract Documents. Owner may deduct the sum of any liquidated damages from any monies due to that Construction Manager and the Construction Manager shall pay to the Owner any deficiency. All such liquidated damages shall be assessed in lieu of any and all other damages of any kind, direct or indirect, for damages due to delay of the Work. The liquidated damages are intended only to cover damages suffered by Owner as a result of delay and shall not be deemed to cover the cost of completion of the Work or any other damages suffered by Owner other than delay damages.

The agreed rate of liquidated damages shall be:

1. for a delay in achieving Substantial Completion of the entire Work, the daily sum of One Thousand Five Hundred Dollars (\$1500) for days 1 thru 30, Three Thousand Dollars (\$3000) for days 31 thru 60, and Six Thousand Dollars (\$6000) for days 61 and thereafter;
2. for a delay in achieving Substantial Completion of the entire Work that results in the Owner's inability to hold a scheduled performance, the sum of Fifty Thousand Dollars (\$50,000) per performance.
3. The total amount of Liquidated Damages to be assessed shall be limited to One Hundred Percent (100%) of the Construction Manager's Fee and shall be the exclusive remedy for unexcused delays.

EXHIBIT M - CONSTRUCTION DRAWINGS AND SPECIFICATIONS

To be provided with GMP Amendment.

EXHIBIT N - DISASTER PREPAREDNESS PROCEDURES

The parties shall mutually agree to Disaster Preparedness Procedures and a Safety Plan prior to the commencement of construction.

EXHIBIT O – MEDIA PROTOCOL

In order to provide accurate and timely information to the working press the following media policy and guidelines shall be followed.

- All announcements, company promotion, or public relations efforts of any nature in relation to a DPAC contract on behalf of any DPAC contractor, consultant, sub-consultant, or third party must be coordinated and approved by the Owner prior to release to the media.

- The importance of the board, staff, consultants and volunteers reporting all media contacts is of high importance. A single point of contact means that media will receive a quick response from the most qualified individual. This process eliminates multiple individuals answering the same media questions with possibly a different interpretation.

- It is not in the best interest of the Dr. Phillips Center, or the media, to respond immediately. If the following steps listed below are followed the reporter will get accurate information prior to the deadline and delivered by the appropriate DPAC representative.

If you are contacted by a reporter (print, radio, or electronic) for comment on any aspect of the Project please:

- Take down their name and contact information.
- Tell them they will receive a call from the appropriate DPAC spokesperson.
- Immediately call Owner's Representative. Owner's Representative will determine how to respond and who will deliver the most informative response.

EXHIBIT P – AIA 312 Payment & Performance Bond forms with Payment Bond Rider

See attached Draft AIA 312 P&P Bonds