

EXHIBIT I - FORM OF GMP AMENDMENT

Pursuant to Section 4.6 of the Construction Management Agreement (the "Agreement") dated May 9, 2016, 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 One Hundred Eighty-Six Million Six Hundred Twenty-Five Thousand Dollars (\$186,625,000). The attached Exhibits are a part of the Agreement as if each were physically incorporated therein.

EXHIBIT 1 Guaranteed Maximum Price Estimate and Allowances Summary, dated 2/15/17, 42 pages.

EXHIBIT 2 Owner Approved Value Engineering Allowances Log, dated 2/15/17, 5 pages.

EXHIBIT 3 Qualifications and Assumptions, dated 2/15/17, 140 pages.

EXHIBIT 4 Whiting-Turner Constructability Log, dated 2/15/17, 49 pages.

EXHIBIT 5 Document Log, dated 2/15/17, 31 pages.

EXHIBIT 6 Project Schedule, dated 2/15/17, 74 pages.

EXHIBIT 7 Phasing and Logistics, dated 2/15/17, 25 pages.

EXHIBIT 8 Staffing Plan, dated 2/15/17, 1 page.

EXHIBIT 9 Community Impact Plan, dated 2/15/17, 40 pages.

EXHIBIT 10 Alternate Design Package Allowances, dated 2/15/17, 113 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: Paul Schmitt

Its: Senior Vice President