



# AIA Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 19<sup>th</sup> day of **November** in the year **2021**, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 14<sup>th</sup> day of **December** in the year **2020** (the "Agreement")  
*(In words, indicate day, month, and year.)*

for the following **PROJECT**:  
*(Name and address or location)*

### **TUPPS Brewery at McKinney Grain & Feed – McKinney, TX**

Renovation and original construction by ground-lease tenant to convert existing, approximately four acre property owned by the McKinney Community Development Corporation ("Ground Lessor" or "Landlord") into an approximately 25,000 square foot, state-of-the-art brewery and packing facility and outdoor events area, consisting of 8,000 square foot Taproom with landscaping, beer gardens, patios, trellis, arbors, walking paths, driving paths (carts), barrel aging building and game areas for adults and kids. Taproom will include the addition of walk-in coolers, full kitchen and bar areas for drinking and dining. The Project located at 402 N. Louisiana Drive, McKinney, Texas, and is more fully described by the Contract Documents

### **THE OWNER:**

*(Name, legal status, and address)*

### **TUPPS Brewery, LLC**

721 Anderson St.  
McKinney, TX 75609

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

### **SpawGlass Contractors, Inc.**

1000 W. Magnolia Ave.  
Fort Worth, TX 7610

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### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price ("GMP"). As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 7 of the

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Agreement, plus the General Conditions Costs, as that term is defined in Section 7.7.5 of the Agreement. The Contract Sum is subject to the limitations of the General Conditions Amount and Guaranteed Maximum Price ("GMP") and other provisions of the Contract Documents.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **eleven million three hundred twenty-seven thousand one hundred seventy-one** dollars (\$ **11,327,171.00**) (the "GMP"), subject to additions and deductions by Change Order or Construction Change Directive as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances and General Conditions Costs; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

See, **Exhibit "I"—Schedule of Values and GMP**

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

**Item**

See, **Exhibit "D" Part I—GMP Scope Clarifications**, and **Exhibit "D" Part II—GMP Scope Clarifications** if any

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*  
*(Row deleted)*

**Item**

See, **Exhibit "D" Part I—GMP Scope Clarifications** and **Exhibit "D" Part II—GMP Scope Clarifications**, if any

§ A.1.1.6 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*  
*(Row deleted)*

**Item**

See, **Exhibit "D"—GMP Scope Clarifications** and **Exhibit "D" Part II—GMP Scope Clarifications** if any

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of execution of this Amendment.

Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

**The date of commencement shall be set forth in a written Notice to Proceed to be issued by the Owner**

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

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User Notes:

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§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: **December 7, 2022**(the "Contract Time")

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work**

Contractor's Construction Schedule shall be prepared so as to prioritize the substantial completion of the **Brewery production facility** in advance of the other portions of the Project and at the earliest possible date consistent with the agreed GMP; provided, however, that there shall not be a separate Contract Time.

**Substantial Completion Date**

**October 5, 2022, but preferably sooner.**

§ A.2.3.3 In the event the Contractor does not achieve Substantial Completion of the entire Work on or before the expiration of the Contract Time, subject to adjustments as provided in Article 8.3 of the General Conditions, Owner may assess against Contractor, and Contractor agrees to pay, as liquidated damages, and not as a penalty or forfeiture to the Landlord and the Owner (apportioned 80% to the Landlord and 20% to the Owner) the sum of **two thousand five hundred and no/100 dollars (\$2,500.00)** per day (the "Liquidated Damages Rate"), for each day following **December 7, 2022** that the Contractor has not achieved Substantial Completion of the Work:

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

*(Row deleted)*

**Document**

See **Exhibit "F"—List of Drawings & Specifications**, if any

§ A.3.1.2 The following Specifications:

*(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)*

See **Exhibit "F"—List of Drawings & Specifications** and **Exhibit "D" Part II—GMP Scope Clarifications**

§ A.3.1.3 The following Drawings:

*(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)*

See **Exhibit "F"—List of Drawings & Specifications**, and **Exhibit "D" Part II—GMP Scope Clarifications**

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§ A.3.1.4 The Sustainability Plan, if any: **NONE**  
(.)

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

**Item**

See, **Exhibit "D"**—GMP Scope Clarifications and **Exhibit "D" Part II—GMP Scope Clarifications**, if any

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

See, **Exhibit "D"**—GMP Scope Clarifications and **Exhibit "D" Part II—GMP Scope Clarifications**, if any

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

**Exhibit "C"**—Supervisory Personnel Schedule  
**Exhibit "D"**—GMP Scope Clarifications  
**Exhibit "D" Part II**—GMP Scope Clarifications  
**Exhibit "E"**—Preliminary Project Schedule  
**Exhibit "F"**—List of Drawings & Specifications  
**Exhibit "G"**—reserved  
**Exhibit "H"**—Weather Days  
**Exhibit "I"**—Schedule of Values and GMP  
**Exhibit "J"**—Lease Conditions

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

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

**TUPPS Brewery, LLC**

**SpawGlass Contractors, Inc.**

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONSTRUCTION MANAGER** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

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