

 **AIA<sup>®</sup> Document A133<sup>™</sup> – 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**

**AGREEMENT** made as of the **8<sup>th</sup>** day of **December** in the year **2021**  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address, and other information)*

**TUPPS Brewery, LLC**  
721 Anderson St.  
McKinney, TX 75609  
Phone: (214) 856-7996

and the Construction Manager:  
*(Name, legal status, address, and other information)*

**SpawGlass Contractors, Inc.**  
1000 W. Magnolia Ave.  
Fort Worth, TX 76104  
(817) 288-0890

for the following Project:  
*(Name, location, and detailed description)*

**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 Architect:  
*(Name, legal status, address, and other information)*

**conduit architecture + design, LLC**  
711 N. Tennessee St.  
McKinney, TX 75069  
Phone: (972) 302-9747

The Owner and Construction Manager agree as follows.

**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<sup>™</sup>–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.

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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

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## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Paragraph deleted)*

*(.)*

The Owner's program is to construct, identify and implement cost-effective physical improvements to the existing property for the purpose of increasing its market appeal and revenue generating capacity, and to have those improvements delivered to the Owner in a timely and sequentially orderly manner to satisfy the requirements of the Landlord and facilitate Owner's marketing goals and occupancy efforts. Improvements are expected to address code requirements, condition of existing components, improvement of operating cost, and additional value upgrades.

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

*(.)*

The existing site is a four acre parcel located at 402 East Louisiana Street, just east of the historic downtown district of McKinney, Texas. The site is bordered on the west by Dungan Street, on the south by Green Street and on the east by Andrews Street. Existing site improvements include commercial grain and feed store, grain elevator and warehouse facilities and tracks for an abandoned railway spur.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

\$9,000,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates are approximate, actual dates TBD in the GMP Amendment:

.1	Issue Schematic Design documents:	Feb 12, 2021
	Select Construction Manager and execute Agreement:	Dec 07 – Dec 11, 2020
	Commence preconstruction services	Dec 14, 2020

.2	Construction commencement date:	TBD
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User Notes:

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.3 Substantial Completion date:

**December 7, 2022**

.4 Other milestone dates:  
100% CD set issuance

December 21, 2021

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

Owner requires that the brewery and packaging production facilities be completed so that production can begin prior to the completion of the outdoor events area, taproom and amenities portions of the Project. Construction Manager agrees that it can sequence the construction to achieve this desired result within the anticipated substantial completion date of November 2, 2022.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: **NONE**  
(Paragraph deleted)  
(.)

§ 1.1.6.1 NOT USED.

§ 1.1.7 Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

**NONE**

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

**Nathan McQuillan**  
Matador Project Solutions  
7460 Warren Pkwy.—Suite 100  
Frisco, TX 75034  
Phone: (930) 651-6889  
Email: nmcquillan@matadorps.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:  
(.)

The following person is identified as the Landlord's representative for monitoring construction, reviewing information and acting on the Landlord's behalf:

**Brenda Spinelli, LEED AP, CDT**  
Spinelli Construciton Services  
2177 Buckingham Rd #252  
Richardson, TX 75081  
Phone: (214) 293-7934  
Email: brenda@spinellics.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer and Construction Materials Testing:  
**ECS Southwest, LLP**

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*(Paragraphs deleted)*

**.2** NOT USED

**.3** Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

Commissioning Agent:

**Matador Engineering, Inc.**

Sergio Bustamante, P.E

**§ 1.1.11** The Architect's representative:

*(List name, address, and other contact information.)*

**Kobey Seale**

conduit architecture + design, llc

711 N. Tennessee St.

McKinney, TX 75069

Phone: (972) 302-9747

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:

*(List name, address, and other contact information.)*

**Zeb Young**

SpawGlass Contractors, Inc.

1000 W. Magnolia Ave.

Fort Worth, TX 76104

Phone: (817) 288-0890

Email: zeb.young@spawglass.com

**§ 1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

By the attachment hereto and incorporation herein of **Exhibit "C"—Supervisory Personnel Schedule**, the Construction Manager identifies its Project Manager who will be responsible for the Project, and all full-time supervisory personnel for the Project, including the superintendent, and their respective Article 7 reimbursement rates (for salaries and benefits). Prior to execution of the GMP Amendment, Construction Manager shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Owner, Construction Manager shall not remove or replace the persons identified in **Exhibit "C"** except with the Owner's written consent, which consent shall not be unreasonably withheld. Construction Manager shall not assign to the Project or contract with any person or entity to which Owner has a reasonable objection. Construction Manager shall promptly notify Owner, in writing, of any change to the list of supervisory personnel and consultants.

**§ 1.1.14** NOT USED:

*(Paragraph deleted)*

(.)

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**NONE**

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

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Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other Exhibits identified in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Where reference is made in this Agreement or the Contract Documents to the AIA Document A201–2017, General Conditions of the Contract for Construction ("A201-2017" or the "General Conditions"), such reference refers to the version of the AIA Document 201-2017 as modified by the Owner and the Construction Manager (identified as the "Contractor" therein) and attached hereto.

Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the Exhibits identified in the Guaranteed Maximum Price Amendment (the "GMP Amendment") and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8.

The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and Architect and exercise the Construction Manager's best efforts, skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of

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services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly, and before proceeding with the affected portion of the Work, report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; proposed activity sequences and durations, times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements and priorities of the Owner. If preliminary Project Schedule updates indicate that previously approved Schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

### § 3.1.5 Phased Construction

§ 3.1.5.1 The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, phased issuance of Construction Documents, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.5.2 If portions of the Work will be ready for commencement of construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Work, the Owner may elect to divide the Work into one or more phases or bid packages. If the Owner elects to proceed before the parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop GMP Proposals as requested by Owner. Any such preliminary work phases will proceed only following both parties' execution of a written "Preliminary Work Amendment" to this Agreement (see Section 3.2.10 below) which shall describe the Work to be performed and establish a Partial Guaranteed Maximum Price, date of commencement and Interim Substantial Completion Date for such Work as the parties may agree.

§ 3.1.6 **Cost Estimates.** During the Pre-Construction Phase, the Construction Manager shall communicate with the Architect and other design team members regarding significant design selections and updates, monitor the design, and regularly update cost estimates and value engineering proposals to inform the Owner's selections and assist the Owner in

making decisions consistent with meeting the Owner's cost constraints. Owner and Construction manager acknowledge that the compressed design and construction schedule anticipated for this Project will preclude significant redesign of the Project to meet the Owner's budget should construction costs exceed the Owner's budget following completion of the Construction Documents. Construction Manager shall therefore endeavor to identify and notify Owner of potential cost overruns as soon as possible. Construction Manager shall promptly notify Owner whenever Construction Manager has reason for concern that the contemplated Project elements are inconsistent with the Owner's cost constraints and advise and cooperate with the Owner and Architect to address such issues.

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

§ 3.1.11.1 Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements under Section 3.3.2.6, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and furnish to the Owner and Architect a list of potential subcontractors and suppliers and fabricators of specially designed components from whom Construction manager intends to solicit proposals for the Work. The Architect will promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

§ 3.1.11.3 The processes described in Article 9 shall apply if proposal packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 Construction Manager shall prepare a procurement schedule for review by Owner and Architect

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### § 3.1.12 Procurement

§ 3.1.12.1 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule identifying items long lead-time items that must be ordered in advance of construction and the required order dates to meet the requirements of the Project schedule and avoid delay to the Work. Construction Manager shall incorporate into the procurement schedule any items identified by the Architect and Owner. The Construction Manager shall expedite and coordinate the ordering and delivery of long lead-time items. In order to procure any long lead-time items prior to the parties' execution of the GMP Amendment, the Construction Manager shall prepare and the parties shall execute a Preliminary Work Amendment in accordance with Section 3.1.5.2 above and Section 3.2.10 below.

§ 3.1.12.2 The Construction Manager shall comply with any and all requirements that may be issued by the Landlord concerning the advertisement, bidding and contracting for labor, materials and equipment to be furnished for the Work.

§ 3.1.12.3 Upon the establishment of the Guaranteed Maximum Price, contracts for such items shall be incorporated as subcontracts or purchase orders, respectively, of the Construction Manager, under the prime Contract, with the costs therefore itemized within the GMP and payments made by Owner on account of such items credited toward the Contract Sum.

### § 3.1.13 Compliance with Laws

§ 3.1.13.1 All laws, statutes, ordinances, regulations and legally enacted requirements now in force or hereafter enacted by any applicable governmental authority relating to or affecting the Project or the Work hereunder, are referred to as "Applicable Laws" and include, without limitation: (1) United States Occupational Safety and Health Administration requirements, (2) the Americans with Disabilities Act requirements (and similar state and local governmental enactments in the Project's jurisdiction), (3) requirements of the Fair Labor Standards Act and applicable state wage and hour laws, (4) applicable building codes and zoning requirements of any local governmental body with jurisdiction over the Project, (5) storm water, street, utility and other related infrastructure requirements, and (6) requirements related to the use, removal, storage, transportation, disposal and remediation of Hazardous Materials

§ 3.1.13.2 The Construction Manager shall comply with Applicable Laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities. Construction Manager's obligation for compliance shall also apply to changes in or additions to Applicable Laws effective as of the time of the Construction Manager's respective performance, subject to Construction Manager's right to make a claim for a change in the Contract Time pursuant to Section 8.3 of the General Conditions or an increase in the GMP to the extent Construction Manager can establish that it incurred additional Cost of the Work arising from the change in or addition to Applicable Laws.

### § 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 No later than November 12, 2021, unless otherwise mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal (the "GMP Proposal"), in a form reasonably acceptable to Owner, for the Owner's and Architect's review and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be calculated as the sum of the following:

- .1 the Construction Manager's Estimated Cost of the Work, itemized in accordance with the requirements of the Schedule of Values as set forth in Section 9.2 of the General Conditions. The total amount thereof shall consist of the sum of the prices of any Preliminary Work Amendments, including those items procured under Section 3.1.12, other fixed or guaranteed prices, and the reasonable, good faith estimate of the itemized costs of the balance of the Work, including the General Conditions Costs;
- .2 NOT USED;
- .3 the Construction Manager's Fee in accordance with Section 6.1.2 below; and

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**.4 Allowance items approved by the Owner.**

The Construction Manager shall develop the GMP Proposal on an open book basis and the Owner shall be entitled to full disclosure of all details and processes of developing the GMP Proposal. Construction Manager and Owner acknowledge and agree to cooperate with one another and endeavor to minimize the number and scope of allowances, assumptions, clarifications, and any other loose elements that could lead to change orders after the Guaranteed Maximum Price is determined. It is the intent of this Agreement to make all elements of the Project the subject of vigorous competition between respective trades bidding for portions of the Work.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2 and identified as **Exhibit "D"—GMP Scope Clarifications**;
- .3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work itemized in accordance with the requirements of the Schedule of Values as set forth in Section 9.2 of the General Conditions and identified as **Exhibit "I"—Schedule of Values and GMP**, including allowances; and the Construction Manager's Fee;
- .4** A Schedule of the Work consistent with the Contract Time requirements as set forth in the Contract Document, including the anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based (or the date required for Substantial Completion if such required date has been incorporated into the Contract prior to the submission of the GMP Proposal); and
- .5** A date by which the Owner must accept the Guaranteed Maximum Price (such date being no less than sixty days after submission of the GMP Proposal to Owner).

**§ 3.2.4 NOT USED.**

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment ("GMP Amendment") amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 As noted in Section 3.1.5, some phases of the Work may be ready for construction before it is appropriate to arrive at an overall Guaranteed Maximum Price for the entire Project. If the Owner elects to proceed with any packages of the Work before the parties arrive at an overall Guaranteed Maximum Price, the Construction Manager shall develop GMP Proposals for any phases of the Work identified by the Owner.

- .1 Until a Guaranteed Maximum Price for the entire Work has been established and accepted by the Owner, the Construction Manager and Owner agree to use the Preliminary Work Amendment in a mutually acceptable format to authorize work to begin based on a specified scope and a specified "not to exceed" price. The price and the scope of Work identified with each previously approved Preliminary Work Amendment will be included in the Guaranteed Maximum Price ("GMP") at the time the Contract Documents are sufficiently complete to establish the GMP. Prior to the Owner's acceptance of the Guaranteed Maximum Price for the entire Work, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work for Construction Phase services, except as the Owner may specifically authorize in an executed Preliminary Work Amendment as required herein.
- .2 Except as otherwise agreed by Owner and Construction Manager, when a GMP Proposal for any portion of the Work is agreed upon by the parties pursuant to a Preliminary Work Amendment, the Guaranteed Maximum Price amounts, including any General Conditions Costs, for those portions which have been previously approved by the Owner shall be combined and shall be used in pricing those portions of the Work covered by such Guaranteed Maximum Price proposals, and all separate Guaranteed Maximum Price proposals previously agreed to by the parties shall be of no further force and effect.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase as stated in a written Notice to Proceed issued by the Owner or as stated in the GMP Amendment.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project in accordance with the Monthly Reporting requirements set forth in the General Conditions.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log in accordance with Section 3.3.4 of the General Conditions.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

**§ 3.3.2.6 Subcontractors.** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. Unless otherwise directed or approved by Owner, all Subcontracts and purchase order agreements shall be awarded pursuant to competitive bids from no fewer than three (3) Subcontractors and suppliers of materials or equipment fabricated especially for the Work. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids.

- .1 The Construction Manager shall administer the GMP on an open book basis. The Construction Manager shall obtain and shall deliver such bids to the Owner and the Architect. Nothing herein shall prevent Owner from obtaining bids from other qualified Subcontractors or secure comparable, alternative pricing. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. During the selection process, the Construction Manager, Owner, and Architect shall review all bids in a manner that does not disclose the contents of the bid to any person not employed by those reviewing the bids. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
- .2 Aside from the performance of its supervisory obligations, if the Construction Manager intends to utilize its own forces or those of a Related Party to perform any portion of the Work, Construction Manager shall notify Owner, in writing, of such intent and obtain Owner's written approval prior to solicitation of bids. If Owner approves Construction Manager's request to bid to self-perform a portion of the Work, Construction Manager must competitively bid against no fewer than three independent trade subcontractors. All such bids shall be sealed and submitted directly to Owner for opening.
- .3 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- .4 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus-fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, if requested, in writing, by the Construction Manager, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect.

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Compensation for the Construction Manager's Preconstruction Phase services shall be covered by the Construction Manager's Fee following execution of the GMP Amendment. Construction Manager agrees that if the parties are unable to agree upon and execute a GMP Amendment, compensation for Preconstruction Phase services are waived.

§ 5.1.2 NOT USED.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

§ 5.1.2.1 NOT USED.

§ 5.1.3 NOT USED.

§ 5.2 Payments

§ 5.2.1 NOT USED.

§ 5.2.2 NOT USED.

(.)

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the General Conditions Cost, subject to the limitations of the General Conditions Amount, plus the Construction Manager's Fee, which total is subject to the limitations of the Guaranteed Maximum Price and other provisions of the Contract Documents. Construction Manager acknowledges that Owner is relying upon funding from the Landlord to make payments on account of the Contract Sum, and that Landlord shall have the right to review and approve Construction Manager's Applications for Payment.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

**The Construction Manager's Fee shall be two and three-quarters percent (2.75%)** of the Cost of the Work, subject to the limitations of the Guaranteed Maximum Price and other provisions of the Contract Documents.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the Work that result in an increase in the Cost of the Work, the rate of **two and three-quarters percent (2.75%)** will be applied to the net increase in those otherwise reimbursable Article 6 Costs of the Work which are attributable to the change, and the result shall be added to the Guaranteed Maximum Price.

Change Orders that increase the Contract Time shall include reimbursement for documented increases in insurance and bond premiums pursuant to Section 7.6.1 as a Cost of the Work. Reimbursement for increases in General Conditions Costs attributable to the change in the Work shall be the lesser of: (i) the actual General Conditions Costs documented by Construction Manager in the Change Order, and (ii) the amount arrived at pursuant to the calculation set forth in section 8.3.5.5 of the General Conditions.

There shall be no reduction of the Construction Manager's Fee for deductive changes that reduce the Cost of the Work.

Init.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor's combined markup on additive Work shall not exceed **ten percent (10%)** of the actual direct cost of the additional Work.

If any lower-tier subcontractor performs part or all of the additional Work, then Subcontractor and any lower-tier subcontractor shall only be entitled to a single combined markup not to exceed **fifteen percent (15%)** of the actual direct cost of the additional Work.

For any deductive adjustment to the Guaranteed Maximum Price for a change in the Work, Subcontractor's Overhead and Profit will be marked-down at the same percentage and on the same basis as mark-ups for increases as provided above.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed **eighty percent (80.0 %)** of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

In the event the Construction Manager does not achieve Substantial Completion of the Work within the Contract Time, or other construction milestones as scheduled, subject to adjustments as provided in Article 8.3 of the General Conditions, Owner may assess against Construction Manager, and Construction Manager agrees to pay to the Owner, as liquidated damages, and not as a penalty or forfeiture, the Liquidated Damages Rate specified in the GMP Amendment.

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

NONE

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

Init.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### § 7.2 Labor Costs

§ 7.2.1 Except as provided in Section 8.1.11, below, wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 See Section 7.7.5.

§ 7.2.2.1 See Section 7.7.5:  
(Paragraph deleted)  
(.)

§ 7.2.3 See Section 7.7.5.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.2.1 (non-supervisory employees performing construction) and charged at the fixed rate of **forty-two percent (42.0%)** of such qualifying wages and salaries.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### § 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors for proper performance of the Work in accordance with the requirements of the subcontracts and the Contract Documents.

### § 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

## **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are necessary for completion of the Work, provided by the Construction Manager at the site and fully consumed in the performance of the Work, except as limited by Section 7.7.5 of this Agreement. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for , machinery, equipment, temporary storage, electrical generators and hand tools not customarily owned by construction workers (herein the "Rental Items") that are necessary for completion of the Work and provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools , subject to the provisions of Sections 7.5.2.1 through 7.5.2.3, below. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

- .1 Contractor shall compare the projected usage and rental costs for each of the Rental Items to their purchase costs before determining whether to rent or purchase such items in accordance with the obligations of Article 3, above, and provide a breakdown of those costs within the General Conditions Costs. Purchased equipment shall be considered "job-owned". At the completion of the Project, Construction Manager shall transfer title and possession of all remaining job-owned equipment to Owner unless Owner and Construction Manager agree to an appropriate fair market value credit to the Contract Sum.
- .2 Fair market value for used material and equipment as referred to in this Contract shall mean the estimated price a reasonable purchaser would pay to purchase the material or equipment at the time it was initially needed for the job.
- .3 All losses resulting from lost, damaged or stolen tools and equipment shall be the sole responsibility of the Construction Manager, and not the Owner, and the cost of such losses shall not be considered a Cost of the Work.

**§ 7.5.3** See Section 7.7.5.

**§ 7.5.4** See Section 7.7.5.

**§ 7.5.5** Costs of materials and equipment to be incorporated into the completed construction and suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** NOT USED.

**§ 7.6.1.2** NOT USED.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 NOT USED.

§ 7.6.6 See Section 7.7.5.

§ 7.6.7 See Section 7.7.5.

§ 7.6.8 Deposits lost for causes attributable to Owner's failure to fulfill a specific responsibility in the Contract Documents, provided that Construction Manager notified Owner in advance and in writing that a deposit was to be made and the conditions under which such deposit would be forfeited.

§ 7.6.9 NOT USED.

§ 7.6.10 NOT USED.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work, not including travel between Construction Manager's offices and the Project site.

### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused or contributed to by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or its subcontractors (of any tier) or suppliers, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager (exercising reasonable commercial efforts) from insurance, sureties or others.

§ 7.7.4 Costs attributable to Excusable Delays, but only to the extent allowable under Article 8.3.5.5 of the General Conditions.

§ 7.7.5 **GENERAL CONDITIONS COSTS:** The term "General Conditions Costs" refers exclusively to Costs of the Work associated with the following items and that are listed as general conditions costs in **Exhibit "I"—Schedule of Values and GMP:**

- .1 transportation, installation, maintenance, dismantling and removal of temporary facilities and furnishings, including without limitation jobsite office and portable toilet facilities;
- .2 document reproductions, facsimile transmissions, long-distance telephone calls, postage and parcel delivery charges
- .3 telephone, gas, and electric utility service for Construction Manager's jobsite trailer, and any jobsite radio or other two-way communication system, and electronic equipment and software directly related to the Work and located at the jobsite with Owner's prior approval;
- .3 use of refuse containers and removal of debris from the site;
- .4 providing site security personnel, cameras and temporary job fencing;
- .5 NOT USED;
- .6 Wages or salaries actually paid to the Construction Manager's supervisory and administrative personnel identified in **Exhibit "C"** when stationed at the site and performing Work, with the Owner's prior approval, not to exceed the rates set forth in **Exhibit "C"**.

- .7 Wages or salaries actually paid to the Construction Manager's supervisory or administrative personnel identified in **Exhibit "C"** engaged offsite, including at Construction Manager's home office, at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, and not to exceed the rates set forth in **Exhibit "C"**.
- .8 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on salaries included in the General Conditions Costs under Sections 7.7.5.6 and 7.7.5.7 (supervisory & admin personnel) and charged at the fixed rate of **thirty-seven and one half percent (37.5%)** of such qualifying wages and salaries.

Owner shall reimburse Construction Manager for costs incurred by the Construction Manager for General Conditions Costs, subject to the limitations of the General Conditions Amount and the GMP.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Subject to and as limited by Section 9.3.3 of the General Conditions, costs and expenses arising from Construction Manager's indemnity obligations, including but not limited to Construction Manager's costs and expenses in removing or defending against a mechanic's lien claim asserted against the Owner and/or its property;
- .9 Costs of business licenses and dues, assessments and contributions to technical or trade associations or for representation in collective bargaining;
- .10 Costs incurred as a result of delay or hindrance, except as provided in Article 8.3.5 of the General Conditions;

- .11 The premium portion of any wages associated with overtime or shift differential expense incurred by Construction Manager unless the same is approved by Owner in writing and in advance of the work being performed;
- .12 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .13 Costs for services incurred during the Preconstruction Phase.

**ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Construction Manager shall furnish Owner with timely notice of available discounts, rebates, refunds and returns. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager.

§ 9.1.1 The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain proposals. Unless otherwise permitted by Owner for good cause shown, the Construction Manager shall obtain proposals from no fewer than three Subcontractors, and from no fewer than three suppliers of materials or equipment fabricated especially for the Work with respect to each portion of the Work. Construction Manager shall only accept proposals from Subcontractors and suppliers who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. Construction Manager shall publicly advertise the Project and otherwise use reasonable efforts to generate interest among trade contractors in submitting proposals to subcontract for performance of the following portions of the Work:

- .1 Site work, earthwork and utilities
- .2 Concrete
- .3 Masonry
- .4 Structural steel
- .5 Thermal and moisture protection
- .6 Doors, glass and glazing
- .7 Drywall
- .8 Finishes
- .9 Kitchen equipment / brewery equipment
- .10 Fire protection
- .11 Plumbing
- .12 Mechanical
- .13 Electrical
- .14 Low voltage systems

§ 9.1.2 If the Construction Manager seeks to perform a portion of the Work with its own forces (other than minor, general conditions work), Construction Manager shall prepare and submit to the Owner its proposal in the same manner and at the same time as those solicited from trade contractors, and all such proposals shall be sealed.

§ 9.1.3 The Construction Manager shall deliver all such proposals to the Architect and Owner with an indication as to which proposals the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager’s list of proposed subcontractors and suppliers in consultation with the Landlord and the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the

Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.4 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a proposal that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another proposal be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the proposal of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, shall include a stipulated sum basis for Subcontractor's compensation and shall not be awarded on the basis of cost plus a fee.

## ARTICLE 10 ACCOUNTING RECORDS

In addition to the requirements set forth in the General Conditions the Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary to serve the interests of the Owner under Article 2.2, above, for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice throughout the term of this contract and for a period of no less than four (4) years after final payment or longer if required by law, be afforded access to and adequate and appropriate work space for, and shall be permitted to audit and copy, on both electronic and/or paper format, at Owner's discretion, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ 10.1 Audits may be performed by any person or entity engaged or employed by Owner and designated for the purpose of examining such records. Owner's designee(s) may, without limitation, conduct verifications such as counting employees at the jobsite, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Construction Manager's current and/or former employees, field and agency labor, subcontractors, and vendors.

§ 10.2 Construction Manager shall require all payees of Construction Manager, including, without limitation subcontractors, material suppliers and insurance carriers, to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Construction Manager and payee. Construction Manager will ensure that all payees (including, without limitation, those entering into lump sum contracts) have the same right to audit as are provided by the provisions of this Agreement.

§ 10.3 Should Owner or its designee(s) discover overpricing or overcharges to the Owner (of any nature) by the Construction Manager and/or the Construction Manager's Subcontractors, Owner may deduct such amounts from any amounts then or thereafter due or owing from Owner to Construction Manager, and if the overcharge amounts exceed any such amount then or thereafter due or owing, Construction Manager shall remain liable to Owner for the difference. Should the amount of such overpricing or overcharges be in excess of one percent (1.0%) of the final GMP, then in addition to reimbursing Owner for such overcharges, the reasonable actual cost of the Owner's audit shall also be deductible and reimbursable. Construction Manager shall reimburse Owner for all overcharge and audit cost amounts (if applicable) that exceed the amount then or thereafter due or owing from Owner to Construction Manager within a reasonable period, not to exceed ninety (90) days from the date on which Construction Manager receives notice of the overcharge from Owner, in writing.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager on an AIA G702 and G703 form, with such additional information and with such supporting documentation as is required by this Article 11 and Section 9.3 of the General Conditions, and Certificates for Payment issued by the Architect and the Landlord, the

Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. On or before the **twenty-fifth (25<sup>th</sup>)** day of each month, the Construction Manager shall submit, and the Owner's Project Manager, Architect, Landlord and Construction Manager shall meet to review, a draft of the Application for Payment covering that month's pay period. Following the review meeting, the Construction Manager shall revise the draft Application for Payment as necessary to comply with the requirements this Article 11 and Section 9.3 of the General Conditions, and in response to any objections or requests made by the Owner, Architect or Landlord that are consistent with the requirements of the Contract Documents. Construction Manager shall submit the revised, signed and notarized application as to the Owner's Representative and Architect as the Application for Payment on or before the **next to last** day of the month that the Application for Payment covers (or the preceding Friday, if the last day falls on a Sunday or Monday).

§ 11.1.3 Provided all conditions precedent to payment set forth in the Contract Documents have been satisfied, including submitting a properly completed and supported Application for Payment to the Architect and Owner's Project Manager not later than the **last** day of a month, the Owner shall make payment of the amount certified to the Construction Manager; provided, however, that Owner shall not be required to make payment more frequently than once per month. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit complete and accurate job cost reports prepared in compliance with Generally Accepted Accounting Principles detailing all payments made and costs incurred by Construction Manager in the proper performance of the Work, and shall be accompanied by payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work and General Conditions Costs equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of the progress payments attributable to the Construction Manager's Fee. Construction Manager's Applications for Payment shall conform to, and be supported by the items listed in Article 9.3 of the General Conditions, and such other documents as may be required by the Landlord. The proper completion of the Application for Payment and submission of all supporting documentation required by the Contract Documents, and approval by the Landlord, are express conditions precedent to Owner's obligation to make any payment to Construction Manager under the Contract.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents and approved by the Architect and Owner. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work, including separately itemized General Conditions Costs and amounts for Construction Manager's labor; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values unless objected to by the Architect or Owner shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect, Owner's Project Manager, and Landlord for approval prior to allocation change.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work incurred and paid by Construction Manager in the proper performance of the Work on that Project, and for materials and equipment properly stored on site (or, if approved in writing in advance by the Owner, suitably stored off the site) for subsequent incorporation in the completed construction as of the end of the period covered by the current Application for Payment (provided, however, that such amount shall not to exceed that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values);
- .2 The General Conditions Costs incurred as of the end of the period covered by the current Application for Payment (provided, however that such amount shall not exceed that portion of the General Conditions Amount properly allocable through the end of the period covered by the current Application for Payment, which amount shall be calculated by taking the General Conditions Amount divided by the Contract Time (in days), multiplied by the number of days elapsed between the date of commencement and the last day of the period covered by the current Application for Payment; provided, however, that such number shall not exceed the Contract Time);
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Paragraph deleted)*

*(.)*

**FIVE percent ( 5.0%)** of the amount arrived at by completing the calculation in Section 12.1.7.2, above.

§ 11.1.8.1.1 NOT USED:

*(Paragraph deleted)*

*(.)*

§ 11.1.8.2 NOT USED:

*(Paragraph deleted)*

(.)

**§ 11.1.8.3 NOT USED:**

*(Paragraph deleted)*

(.)

**§ 11.1.9 NOT USED.**

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts shall be **FIVE** percent (**5.0%**) of the amount due under the Subcontract for work properly performed by the applicable Subcontractor during the month for which payment is sought. The Construction Manager shall execute all subcontracts that are consistent with in accordance with the review and approval procedures agreed to by Construction Manager and Owner and the retainage provisions of this Section 11.1.11.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager no fewer than **thirty (30)** and no more than **thirty-five (35)** days after

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 the Construction Manager has satisfied the Final Completion Conditions set forth in Section 9.10.2 of the General Conditions; and
- .4 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

The completion or occurrence of all of the above-listed items is an express condition precedent to Owner's obligation to make final payment to Construction Manager under the Contract.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, and provided the other conditions of Section 11.2.1 have been met and provided the other conditions of Section 12.2.1 have been met, the Architect and Owner or Owner's auditors shall conduct an audit of the Cost of the Work and review and report in writing on the Construction Manager's final accounting.

**§ 11.2.2.1 NOT USED.**

**§ 11.2.2.2** Based upon such Cost of the Work as the Owner and Architect or Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's

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final accounting. The provisions of this section 11.2 shall in no way limit the Owner's right to conduct an audit under section 9.10.4 of the General Conditions.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** NOT USED:

**§ 11.2.4** NOT USED.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

zero percent (0.0%) per annum

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(Paragraphs deleted)*

(.)

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price and execute the GMP Amendment on or before December 31, 2021, then the Contract shall be deemed to be terminated for the mutual convenience of the parties, without fault, remedy or liability to either party unless the parties agree, in writing, to extend the foregoing deadline.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

#### **§ 13.2.1 Termination**

Following execution of the Guaranteed Maximum Price Amendment the Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 NOT USED

§ 13.2.2.1

*(Paragraphs deleted)*

NOT USED.

§ 13.2.2.2 NOT USED.

§ 13.2.3 NOT USED:

*(Paragraphs deleted)*

(.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than **ten million** dollars (\$ **10,000,000.00** ) for each occurrence and **ten million** dollars (\$ **10,000,000.00** ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than **one million** dollars (\$ **1,000,000.00** ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than **one million** dollars (\$ **1,000,000.00** ) each accident, **one million** dollars (\$ **1,000,000.00** ) each employee, and **one million** dollars (\$ **1,000,000.00** ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than **ten million** dollars (\$ **10,000,000.00** ) per claim and **ten million** dollars (\$ **10,000,000.00** ) in the aggregate.

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#### § 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

##### Coverage

See, **Exhibit "B"** for Construction phase insurance requirements.

##### Limits

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

#### § 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in 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, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 NOT USED:  
(Paragraph deleted)  
(.)

§ 14.5 Other provisions:

§ 14.5.1 **INDEMNITY.** CONTRACTOR SHALL FULFILL THE DEFENSE AND INDEMNITY OBLIGATIONS SET FORTH IN SECTION 3.18 OF THE GENERAL CONDITIONS.

§ 14.5.2 **OWNER'S FF&E.** Reference is made to the fact that Owner intends to purchase certain fixtures and equipment separately from the Contract for installation by Separate Contractors. The Construction Manager and Owner shall cooperate with one another to incorporate the work of Separate Contractors for the orderly installation of Owner's FF&E in accordance with Sections 3.10.2 and 6.1.5 of the General Conditions

§ 14.5.3 **EXECUTION.** The Contract may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same agreement.

§ 14.5.4 **NOTICES.** Any notice, approval, consent, request or other communication (for purposes of this paragraph, collectively referred to as "Notice") provided or permitted to be given by the Contract Documents must be performed or given in accordance with Section 13.3 of the General Conditions.

§ 14.5.5 **LEASED PREMISES.** Construction Manager acknowledges that Owner is the tenant of the premises upon which the Work is being performed pursuant to a ground lease ("Lease") by and between Owner, as tenant, and the Landlord. Portions of the Lease which are applicable to the Work are incorporated into the Contract as **Exhibit "J"— Lease Conditions**. The Construction Manager shall account for and incorporate into the Work the requirements of **Exhibit "J"** in accordance with Sections 3.10.2 and 6.1.5 of the General Conditions, shall discharge the obligations that Owner, as tenant, owes to the Landlord under **Exhibit "J"** to the extent they relate to the Work or this Contract, and shall otherwise cooperate with Owner in responding to the requests and demands of the Landlord and otherwise perform the Work to the satisfaction of Owner and Landlord.

### ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 The Contract represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended only

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User Notes:

(1381332082)

by written instrument signed by Owner (in the case of a Construction Change Directive) or Owner and Construction Manager (in the case of a Change Order or Preliminary Work Amendment).

§ 15.2 The following Contract Documents comprise the Contract:

- .1 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, as modified
- .2 AIA Document A133™–2019, **Exhibit A**, Guaranteed Maximum Price Amendment, as modified, if executed
- .3 AIA Document A133™–2019, **Exhibit B**, Insurance and Bonds, as modified
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified (the "General Conditions")
- .5 NOT USED:

*(Paragraph deleted)*

(.)

- .6 Other Exhibits:  
*(Check all boxes that apply.)*

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

*(Paragraph deleted)*

NOT USED:

- .7 Other documents, if any, listed below:

(.)

**Exhibit "C"—Supervisory Personnel Schedule**  
**Exhibit "D" Part I—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**

This Agreement is 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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# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

*(Name and location or address)*

### 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 ARCHITECT:

*(Name, legal status and address)*

### conduit architecture + design, LLC

711 N. Tennessee St.  
McKinney, TX 75069

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12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

### 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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*(Paragraphs deleted)*

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) A Modification is (1) a written amendment to the Contract signed by both parties, including a Preliminary Work Amendment (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship or cause of action of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. Except to the extent set forth in provisions obligating Owner and/or Contractor to name third parties as additional insureds, or to provide indemnity to third parties, the obligations of Owner and Contractor under the Contract are intended solely for the benefit of the other party, and any benefits arising out of the Owner's and Contractor's obligations that may accrue to third parties are entirely incidental. Notwithstanding anything else in this section to the contrary, Contractor's obligations include cooperation intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and all work reasonably inferable therefrom and incidental thereto that is necessary in order that such construction and services will be complete and in strict conformity with the Contract Documents and all applicable safety regulations and other regulations bearing on the means and methods of construction, and includes all other labor, materials, equipment, transportation, supplies and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are documentary representations, including those in electronic form, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

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## § 1.1.9 FORCE MAJEURE

.1 **"Pandemic Measures"** means any quarantine, cordon sanitaire, "shelter in place," work shut down order, non-essential business designation, or any other valid law, ordinance or regulation issued in response to a pandemic, or an epidemic by a governmental entity with jurisdiction over the Project or the Work, and which precludes Owner or Contractor from performing an obligation under the Contract.

.2 **"Force Majeure Event"** means an act of God (including earthquake, wildfire, natural flood, tornado, hurricane or other natural or qualifying weather phenomena) that occurs at the Project site, or war, invasion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, blockade, embargo or Pandemic Measures, and which precludes Owner or Contractor from satisfying an obligation of the Contract. Precipitation, winds, high temperatures, low temperatures and other weather phenomena shall not be considered a Force Majeure Event that excuses performance under the Contract Documents or extends the Contract Time except to the extent that such events satisfy the terms of **Exhibit "H"—Weather Days**.

## § 1.1.10 AS-BUILT DRAWINGS AND SPECIFICATIONS

The set of Drawings and Specifications maintained by Contractor at the Project site and delivered to the Architect upon Final Completion showing the condition of the Work as actually built, including without limitation all Changes in the Work and other deviations from the Contract Documents.

## § 1.1.11 CHANGE

Whether capitalized or not, when used in reference to changes in the Work, is a generic term encompassing additions, deletions, alterations or changes in the Work, which may or may not involve extra work or deleted work and for which Contractor may or may not be entitled to an adjustment of the Contract Sum or Contract Time under the terms of the Contract Documents.

## § 1.1.12 EXISTING IMPROVEMENTS

All improvements located on the Project site as of the date of execution of the Contract, whether above or below the surface of the ground, including, but not limited to, the Premises, existing buildings, utilities, infrastructure improvements, and other facilities.

## § 1.1.13 PREMISES

The land and/or improvements upon or within which the Work is to take place.

## § 1.1.14 SEPARATE CONTRACTOR

A person or entity under separate contract with Owner performing other work at on the Premises.

## § 1.1.15 OWNER'S FF&E

Furnishings, fixtures, equipment and other items that Owner has purchased or will purchase separately from the Contract on a given Project and that will be installed by a Separate Contractor(s).

## § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all and shall, where possible, be so interpreted. In the event of an irreconcilable conflict between Contract Documents, the provision imposing the greater duty or obligation on Contractor shall govern. In the event that such an inconsistency cannot be resolved by identifying the provision that imposes the greater duty or obligation on the Contractor, then the provision contained in the Contract Document having the higher order of precedence shall take supremacy over and supersede the provision contained in the Contract Document having the lower order of precedence. The order of precedence of the Contract Documents, from higher to lower, is as follows: (1) written Modifications issued after execution of this Agreement, including Preliminary Work Amendments, if any, the GMP Amendment and the Exhibits identified therein and attached thereto, with the Modification bearing the latest date taking precedence; (2) this Agreement, including all Exhibits attached hereto, except the General Conditions; (5) the General Conditions; (6) The Specifications and Drawings identified in the GMP Amendment, with addenda identified therein and bearing the latest date taking precedence. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to

produce the indicated results. Except to the extent specifically indicated in the Contract Documents that a portion of the work is to be the responsibility of others, the intention of the Drawings and Specifications includes, without limitation, that all work, equipment, casework, mechanical, electrical and similar devices of whatever nature, be completely installed, hooked-up, made operational and made functional for the purpose for which they are intended, by the Contractor, and that all costs therefor are included in the Guaranteed Maximum Price.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**§ 1.2.4 Clarifications:** The general character of the Work is shown on the Drawings and Specifications, but clarifications, and refinements may be made when needed to more fully explain the Work. Provided that they were reasonably inferable from the Drawings and Specifications that were bid by Contractor as necessary to provide a completed and fully operational system, facility or structure, such clarifications and refinements shall be considered part of the scope of the Work to be performed without adjustment in the Contract Sum, GMP or the Contract Time.

**§ 1.2.5 Diagrammatic Depictions:** Schematic drawings, depictions and diagrams for mechanical, plumbing and electrical work shall be considered as diagrammatic only, and Contractor shall be responsible to provide any and all numbers and lengths of mechanical, plumbing or electrical fittings, wire, conduit, connections, attachments or similar materials needed to complete the Work, at no adjustment to the Contract Sum, GMP or Contract Time.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should the Contract Documents become the subject of litigation, they shall not be construed more favorably for or strictly against any party based on a claim that one was the author, drafter or maker of the Contract Documents.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## § 1.6 Notice

§ 1.6.1 Any notice required or permitted to be given under the Contract Documents must be in writing, and must be delivered to the other party's designated representative by (i) deposit in the United States mail, postage prepaid, and registered or certified with return receipt requested or (ii) delivering the notice (a) by recognized overnight delivery service, (b) in person to such designated representative, or (c) by email or facsimile copy transmission (subject to electronic written confirmation). Notice given in accordance with (i) above is effective when mailed. Notice given in accordance with any of the methods listed in (ii) above is effective upon receipt.

§ 1.6.2 **NOTICE OF DISPUTE.** In order to constitute valid notice, any notice required or permitted to be given to the Owner under the Contract Documents concerning termination, suspension, default, potential default, Claims or the institution of any legal proceeding ("Dispute") must be in writing and must be delivered by deposit in the United States mail, postage prepaid, and registered or certified with return receipt requested, to the Owner's Representative at the address listed in the Agreement.

## § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form..

*(Paragraphs deleted)*

## § 1.8 NOT USED.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work the Contractor may request in writing that the Owner furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract, and, the Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 The Contractor shall keep all information furnished by the Owner under this Section 2.2 confidential in accordance with the provisions of Article 3.19 and shall not disclose it to any other person.

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### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, or in response to a declaration of default by the Owner under Section 14.2, or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. The Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order issued for the causes listed herein.

### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails correct such default with diligence and promptness within the period set forth in Article 14.2, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect, and may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure and other damages as set forth in Article 14.2. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **§ 2.6 Owner's Eliminate part of the Work**

Owner has the right, in its sole and absolute discretion, to eliminate entire or partial elements of the Work at any time prior to the Contractor's commencement of such elements of the Work. In such an event, Contract Sum and Contract Time will be adjusted downward via Construction Change Directive in an amount as calculated under Article 7 of these General Conditions. Within ten (10) days following such elimination, the Contractor shall also submit a revised schedule of values to the Owner to reflect the adjusted Work scope.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 As used in these General Conditions, the "Contractor" is the person or entity identified as the Construction Manager in the A133 Owner/Construction Manager at Risk Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract as the Construction Manager in the A133 Owner/Construction Manager at Risk Agreement.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Section 3.12 and all Applicable Laws that bear upon the Contractor or the Work. The Contractor shall use the Contractor's best efforts, skill and judgment to perform the Work of the Project in an expeditious and economical manner consistent with the Owner's interests, shall prosecute the Work in a good and workmanlike manner, continuously and diligently in accordance with the approved Construction Schedule and generally accepted standards for construction of projects similar to the Project, using qualified, careful, and efficient workers. Contractor shall at all times use reasonable measures to protect the Work from damage caused by weather and casualties.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship of the Contractor to the Owner shall be that of an independent contractor. Nothing contained in or inferable from the Contract Documents shall be construed to make Contractor the agent, servant or employee of the Owner. It is understood and agreed that any direction or instruction by Owner in respect to the Work relates solely to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's status as an independent contractor or relieve Contractor of the responsibility for the means and methods of performing the Work. Nothing in this paragraph shall be construed as limiting the Contractor's obligations toward the Owner that arise from the relationship of trust and confidence set forth in Section 2.2 of the A133 Agreement.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents and such additional surveys, reports and studies regarding site and subsurface conditions furnished to the Contractor. Contractor and its Subcontractors shall visit the site prior to execution of the GMP Amendment and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, visible condition, topography, access to and general nature of the Project site and adjoining properties, (2) prevailing climatic conditions, (3) prevailing labor cost, availability and restrictions, (4) prevailing cost and availability of materials, tools and equipment, and (5) other similar issues bearing on the construction. The Owner shall not be required to make any adjustment to the Contract Sum, GMP or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. Contractor shall not take advantage of any apparent error or omission which may be found in the Contract Documents, but shall cooperate in good faith with the Owner and Architect to resolve any ambiguities, inconsistencies or defects in the Contract Documents in a manner that will not result in an increase in the Guaranteed Maximum Price or delay in the progress of the Work. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents for the Architect's benefit; however, the Contractor shall promptly, and before proceeding with the affected portion of the Work, report to the Architect and Owner any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly, and before proceeding with the affected portion of the Work, report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents, however, if, without having reported same to the Architect, the Contractor performs any work involving: (i) a design error, inconsistency or omission that was actually discovered, or which should have reasonably been discovered by the Contractor; or (ii) a nonconformity with applicable laws, statutes, ordinances, building codes, rules or regulations, that was actually observed by the Contractor, then the Contractor shall assume appropriate responsibility for such Work and shall bear an appropriate share of the costs attributable to correction.

§ 3.2.5 Anything to the contrary in the Contract Documents notwithstanding, and to the fullest extent permitted by law, the OWNER DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES REGARDING: (i) THE ACCURACY, SUFFICIENCY, OR COMPLETENESS OF THE CONTRACT DOCUMENTS; (ii) THE CONSTRUCTABILITY OF THE IMPROVEMENTS DEPICTED IN THE CONTRACT DOCUMENTS; (iii) THE DATA, OPINIONS OR RECOMMENDATIONS EXPRESSED IN OR IMPLIED BY ANY REPORT, SURVEY, ANALYSIS OR INVESTIGATION PROVIDED TO CONTRACTOR RELATING TO LEGAL LIMITS, GEOLOGIC OR HYDROLOGIC CONDITIONS, HAZARDOUS SUBSTANCES, SURFACE AND SUBSURFACE OBSTRUCTIONS; AND (iv) THE CONDITIONS OF EXISTING IMPROVEMENTS. Any such deficiency or condition shall not create a cause of action against Owner for breach of express or implied warranty, misrepresentation or fraud. If Contractor believes that it is entitled to extra time or compensation as a result of errors in the Contract Documents, reports, surveys, analyses, investigations, or concealed field conditions, then Contractor shall, as a condition precedent to seeking redress in any court, follow the claim procedures set forth in Article 15 of these General Conditions. Nothing in this provision shall preclude Contractor for recovering against Owner for the Owner's breach of contract if the Owner fails or refuses to grant Contractor extra time or compensation to which Contractor is entitled under this Contract.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention and shall provide supervision sufficient to achieve proper coordination and timely completion of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.3.4 REPORTING

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**§ 3.3.4.1 Monthly Reports.** The Contractor shall prepare and submit to Owner a monthly status report which shall include: (i) the status of pending Change Order Requests, Change Orders, Submittals, and Requests for Information; (ii) the then-current Construction Schedule; (iii) status of as-built progress including identification of any schedule slippage; (iv) a recovery plan for recapturing time lost; and (vi) status of significant problems and the Contractor's recommendations for corrective action. Under no circumstances shall information contained in Contractor's monthly status report relieve Contractor of its obligations to comply with, or serve as a substitute for, requirements under any other provisions of the Contract Documents relative to timely and complete notice to Owner of Changes, Delays, Claims, or other matters.

**§ 3.3.4.2 Daily Reports.** The Contractor shall prepare daily construction reports for every day that the Contractor claims to have been delayed or hindered in the prosecution of the Work. The daily reports shall, at a minimum, address the following: construction activities and locations, construction crew sizes of Contractor and Subcontractors (of all tiers), start and completion of activities, progress on construction activities (including portions of Work completed), tests or inspections performed, deliveries of material or equipment, construction equipment used, and circumstances contributing to delays or hindrances in the prosecution of the Work. Contractor shall provide Owner with copies of its daily construction reports by the Monday following each week in which the alleged delay or hindrance occurred. Under no circumstances shall information contained in Contractor's daily construction report relieve Contractor of its obligations to comply with, or serve as a substitute for, requirements under any other provisions of the Contract Documents relative to timely and complete notice to Owner of Changes, Delays, Claims or other matters.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. At no time shall any individual engage in any illegal activities at the site, consume at or bring alcoholic beverages onto the site, possess or use illegal drugs at the site. Contractor understands and agrees that if its employees or any other person carrying out the Work engage in unsafe, inappropriate, offensive or disorderly conduct or harasses Owner, its guests, employees or patrons, Owner may require Contractor to remove such offending employees or other persons from site and such persons shall not be employed again on the Project Site without the written consent of Owner.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner that the Work will be performed in a good and workmanlike manner, the materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents (collectively, "Concealed Conditions"), the Contractor shall provide initial notice to the Owner and the Architect within 24 hours after discovery and in no event before conditions are disturbed, and shall thereafter provide a written supplemental notice within seven (7) days after first observance of the conditions. Contractor's supplemental notice must include a written statement with a complete and detailed description of the Concealed Condition, Contractor's calculation of the costs arising from such Concealed Condition, and information demonstrating the effect on the Construction Schedule in the same manner as required by the Contract Documents for obtaining Owner's approval for extensions of time. . The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work through no fault or failure of the Contractor to familiarize itself with the conditions of the Premises and Project site, then the Architect will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents, or that that such difference should reasonably have been discovered by Contractor during Contractor's efforts to familiarize itself with the Premises and Project site under Article 3.2 of these General Conditions, then no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take reasonable action to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowances;
- .3 the Contractor's cost for insurance and the Contractor's Fee on the allowance Work are not included in the allowances, but are included in the GMP based on the allowance estimate. Such insurance costs and Contractor's Fee are subject to adjustment upon resolution of the allowance selection and completion of the allowance work; and
- .4 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after execution of the Agreement and before executing the GMP Amendment, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work identified as **Exhibit "E"—Preliminary Project Schedule** setting forth Contractor's plan for performance and completion of the Work within the Contact Time.

§ 3.10.2 Along with the GMP Proposal, the Contractor shall prepare and submit for the Owner's and Architect's information a revised **Exhibit "E"** identified as **Exhibit "E"—Initial Construction Schedule** (the "Construction Schedule"). The Construction Schedule shall be prepared using a detailed critical path schedule method, compiled in electronic format with scheduling software widely accepted in the industry. The Construction Schedule shall provide sufficient detail to assure an appropriate basis for monitoring progress of the Work, and include, at a minimum: (i) the date each activity is planned to start and reach completion; (ii) submission and review of submittals as a clearly designated activity, allowing reasonable time for review of each submittal considering the costliness and complexity of the Submittal; and (iii) dates for achieving the state of progress in the Work required by the Contract Time, and other milestones for the Work provided in the Contract Documents, if any. The Construction Schedule shall clearly define all work relationships and total times based upon a network-type model of the Project plan for the Work, and identify dates for the delivery and Separate Contractors' installation of the Owner's FF&E. The Construction Schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. In addition to the network diagram, Contractor shall, upon Owner's request, prepare a bar chart or time scaled chart in such format as reasonably required by Owner.

§ 3.10.2 The Contractor, promptly after execution of the Agreement and before executing the GMP Amendment and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall at all times, provide sufficient supervision, manpower, equipment and materials as necessary to, and shall, diligently prosecute and perform the Work in general accordance with the most recent Construction Schedule submitted to the Owner and Architect, and achieve Substantial Completion of the Work within the Contract Time. Contractor is solely responsible for the accuracy, feasibility, and adequacy of all elements of the Construction Schedule and all revisions thereto. The Owner's or Architect's review, comments, requests for revisions, or approval of the Construction Schedule shall not: (1) relieve Contractor from its sole responsibility for the feasibility of the schedule and to achieve the state of progress in the Work required by the Contract Time; (2) transfer responsibility for any schedule from Contractor to Owner; or (3) imply Owner's agreement with any assumption upon which such schedule is based or any matter underlying or contained in such schedule.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect, in writing, of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued

authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Contractor.

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### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify and hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT, THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO EXEMPLARY DAMAGES, FINES, PENALTIES ATTORNEYS' FEES, EXPERT'S FEES, AND DISPUTE RESOLUTION COSTS (COLLECTIVELY, THE "LIABILITIES") ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF CONTRACTOR'S WORK OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT, **BUT ONLY TO THE EXTENT** THE LIABILITIES ARE CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN ANY PART, BY (1) ANY ACT OR OMISSION OF CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR, OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE (COLLECTIVELY, THE "INDEMNITOR"); (2) THE BREACH BY INDEMNITOR OF ANY OF ANY WARRANTY OR PROVISION OF THIS AGREEMENT; OR (3) WILLFUL CONDUCT BY ANY INDEMNITOR. CONTRACTOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS PARAGRAPH SHALL ARISE REGARDLESS OF ANY ASSERTION OR FINDING THAT ANY INDEMNITEE IS LIABLE BY REASON OF NON-DELEGABLE DUTY; IS LIABLE FOR JOINT, CONCURRING, OR CONTRIBUTORY NEGLIGENCE OR BREACH OF CONTRACT OR VIOLATION OF LAW; OR OTHERWISE CAUSED, IN PART, THE LIABILITIES.

**§ 3.18.2** IN ADDITION TO THE INDEMNITY OBLIGATIONS OF THE PRECEDING PARAGRAPH, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO EXEMPLARY DAMAGES, FINES, PENALTIES ATTORNEYS' FEES, EXPERT'S FEES, AND DISPUTE RESOLUTION COSTS (COLLECTIVELY, "THE PERSONAL INJURY CLAIMS"), FOR PERSONAL OR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF THE CONTRACTOR OR ITS AGENTS, OR SUBCONTRACTORS OF ANY TIER, **EVEN TO THE EXTENT** THE PERSONAL INJURY CLAIMS ARE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE SOLE, COMPARATIVE, OR CONCURRENT NEGLIGENCE, OR STRICT LIABILITY OF ANY INDEMNITEE. THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR (OR ANY OF ITS AGENTS, SUBCONTRACTORS OR SUPPLIERS OF ANY TIER) UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CONTRACTOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SHALL NOT BE CONSTRUED TO NEGATE, OR ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST UNDER LAW.

**§ 3.18.3** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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### § 3.19 CONFIDENTIALITY

§ 3.19.1 In connection with the Contract, the Project and the performance of the Work, Contractor may acquire or develop information, technical data or know-how which relates to the business, services or products of Owner or Owner's consultants or vendors, including without limitation: research; products; services; developments; inventions; processes; techniques; designs and design concepts; scientific, technical, engineering, distribution, marketing, financial merchandising and sales information; quality standards; business methods; Owner's intellectual property; the terms of this Contract and other information concerning the Project ("Owner's Confidential Information"), all of which Owner considers to be confidential and proprietary, unless otherwise indicated by Owner in writing. Contractor acknowledges that the existence of this Contract and its terms are considered Owner's Confidential Information. With the exception of such Owner's Confidential Information that has been or is required to be provided to a governmental authority responsible for issuing approvals for construction, Contractor agrees that it shall (i) hold all Owner's Confidential Information in strict confidence and use best efforts to protect and maintain the confidentiality of all Owner's Confidential Information; (ii) only use Owner's Confidential Information for the purpose of performing its obligations under this Contract; (iii) not disclose any Owner's Confidential Information to any third party unless the disclosure is necessary for the performance of Contractor's obligations under this Contract and the third party to whom it is disclosed has entered an agreement with Contractor or Owner containing restrictions on use and disclosure of Owner's Confidential Information as protective as those in this Section 3.19; and (iv) notify Owner to the extent reasonably possible of any proceeding, request, order, rule or law that would require or result in the disclosure of the Owner's Confidential Information and gives Owner and opportunity to defend against and/or attempt to limit such disclosure.

§ 3.19.2 A breach of Article 3.19 that is the result of Contractor's negligence or intentional acts shall constitute breach of this Contract. Contractor agrees that any such breach may result in irreparable and continuing damage to Owner. In the event of such a breach, Owner may elect to either (i) terminate this Contract immediately upon giving written notice, without liability of any kind to Owner; and/or (ii) seek damages and/or injunctive relief (as applicable) to enforce those provisions of this Contract in addition to any other remedies that Owner may have at law or in equity. Owner will not be required to post bond or any other form of security in connection with exercising the above equitable remedies. The prevailing party in any action to enforce this Article 3.19 will be entitled to recover all costs of the suit, including reasonable attorneys' fees and court costs. A disclosure of Owner's Confidential Information that occurs despite Contractor's use of best efforts to protect and maintain the confidentiality shall not constitute a breach of Article 3.19. The provisions of this Article 3.19 shall survive any termination or expiration of the Contract.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Neither the Owner nor the Architect will have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the

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Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Neither the Owner nor the Architect will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Owner nor the Architect will have control over or charge of, nor will either of them be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 NOT USED.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after execution of the A133 Agreement, but in any event no later than contemporaneously with submission of the GMP Proposal, shall furnish the Owner and Architect the names, addresses, telephone and facsimile numbers, form for doing business (i.e., sole proprietor, corporation, partnership), point-of-contact and (for applicable trades only) license classifications and numbers of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Upon Owner's request, Contractor shall furnish Owner with copies of documents related to its solicitation, evaluation and award of subcontracts to subcontractors, including, but not limited to all bids, bid analyses, recommendations for award, and approved bid tabs. The Contractor shall notify the Owner and furnish Owner with a copy of each executed subcontract for the Project no later than **five (5) days** after each such agreement has been entered into. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

§ 5.3.1 Contractor shall contract in its own name and behalf, and not in the name or behalf of Owner, with any Subcontractor or supplier. Contractor's subcontract and purchase order forms shall be subject to approval of Owner.

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**§ 5.3.2 Flow-Down Provision.** By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to perform the Work in accordance with the Contract Documents, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Contractor shall submit its subcontract and purchase order forms to Owner for approval prior to use in connection with each Project, and shall promptly deliver to Owner a copy of all executed subcontracts and purchase orders entered into in connection with a Project. Owner's instructions, review and approval regarding subcontract and purchase order clauses shall be for Owner's sole benefit, and shall not be considered legal or other advice for the benefit of Contractor. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.3.3** The Contractor shall only procure services, materials, equipment, labor and supplies from such sources, and to perform all Work on the Project, with labor, suppliers, and Subcontractors committed to working harmoniously with the Owner's employees, employees of Separate Contractors employed by the Owner, and with all other trades, crafts and other elements of labor involved with construction of the Project or the operation of the Premises, including, without limitation, the use, if deemed necessary by Owner, in its sole discretion, of labor consistent with local union or City requirements. The Contractor shall use its best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance, and use best efforts to maintain labor peace for the duration of the Work. Contractor shall take all reasonable steps to avoid work interruptions and promptly cure any work stoppage or labor dispute. Except as may otherwise be allowed under Article 8.3 of these General Conditions, Contractor shall not be entitled to any increase in the Contract Time or GMP as the result of labor disputes.

**§ 5.3.4** Contractor shall require all Subcontractors to purchase and maintain the types of insurance that Contractor is required to provide under Articles B.3.2 and B.3.3 of **Exhibit "B"—Insurance and Bonds**, with minimum limits that are appropriate to the nature and extent of Subcontractor's scope of work. Contractor shall provide Owner with all executed subcontracts and the insurance certificates of each Subcontractor before allowing Subcontractors to begin performing work at the Project.

#### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract; provided, however, that the Owner shall only be required to compensate a Subcontractor whose subcontract Owner accepts by assignment pursuant to this Article, for amounts earned subsequent to the date of Owner's acceptance of assignment of such subcontract. Owner shall not be liable to any Subcontractor for any amounts due and owing by Contractor to that Subcontractor for Work performed or material supplied by that Subcontractor prior to Owner's acceptance of assignment, unless and to the extent Owner has not properly paid Contractor for work provided by Subcontractor prior to termination and acceptance of assignment. In any event, all payments by Owner to Subcontractors shall be deducted from the Contract Sum and amounts, if any, that remain due to Contractor following Final Completion.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner or a Separate Contractor, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Contractor shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall incorporate into the Construction Schedule activities comprising work of Separate Contractors, identify all impacts that such activities may have on the Contractor's ability to perform the Work, and notify and advise Owner regarding same. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Owner's contract(s) with Separate Contractor(s) shall require such Separate Contractor(s) to comply with the provisions of the safety program promulgated by Contractor with respect to their activities, and to cooperate with Contractor regarding Contractor's safety program. Contractor acknowledges that the labor which Owner or Separate Contractors engage to deliver and, if applicable, install, the Owner's FF&E may or may not be union labor. Regardless, the Contractor agrees to integrate that labor with its own.

§ 6.1.5 **Owner's FF&E.** The Contractor acknowledges the critical nature of the installation and operation of the Owner's FF&E, as hereinafter defined. The Contractor represents that it has sufficiently acquainted itself with the work involved with Owner's FF&E to be performed by Separate Contractors, and, provided that the work of Separate Contractors proceeds as coordinated, Contractor will be able to achieve Substantial Completion within the Contract Time even though the work of Separate Contractors may occur simultaneously with the Work. The Contractor shall, as part of the Work and without adjustment to the Contract Time, coordinate the Work with the installation of Owner's FF&E. In particular, the Contractor:

- .1 shall cooperate with the Owner in scheduling the delivery and installation of Owner's FF&E. The Contractor shall promptly give the Owner written notice if it becomes aware of any circumstance related to the Owner's FF&E which may delay Substantial Completion;
- .2 shall provide dedicated, locked space for storage for Owner's FF&E;
- .3 shall allow Separate Contractors to dispose of packaging and rubbish relating to the delivered Owner's FF&E in trash receptacles provided by Contractor; and
- .4 shall allow Owner and its Separate Contractors access to the Project site and all facilities for the purposes of delivery, moving, installation, testing and start-up of the Owner's FF&E on a 24-hour per day, 7-day per week basis.

In addition, the Contractor shall coordinate and complete all portions of the Work necessary to make applicable areas ready and available for installation each item of the Owner's FF&E. Contractor acknowledges that the labor which Owner or Separate Contractors engage to deliver and, if applicable, install, the Owner's FF&E may or may not be union labor. Regardless, the Contractor agrees to integrate that labor with its own.

§ 6.1.6 **Landlord's Work:** In the case of a leased project, the Contractor acknowledges that the Landlord may have agreed to perform certain work ("Landlord's Work), including without limitation, that which is listed in **Exhibit**

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**"J"—Lease Conditions**, in preparing the premises for the Owner's occupancy. The Contractor shall incorporate into the Construction Schedule activities comprising the Landlord's Work, identify all impacts that such activities will have on the Contractor's ability to perform the Work, and notify and advise Owner regarding same. The Contractor agrees to perform the Work in coordination with the performance by Landlord of Landlord's Work and the Contractor represents that it has sufficiently acquainted itself with the Landlord's Work, if any, and that, provided Landlord's Work proceeds as coordinated, Contractor will be able to timely achieve Substantial Completion within the Contract Time, and without increase to the Contract Sum, General Conditions Amount or GMP, notwithstanding the fact that Landlord's Work may occur simultaneously with the Work.

## **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction, provided that Contractor complies with the terms of Article 15 and subject to the limitations of Article 8.3.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**§ 7.1.4** It is of the essence of this Contract that all changes in the work that are or may form the basis of a request for adjustment to the Contract Sum or Contract Time must be authorized in advance, in writing, by Owner. Accordingly, no verbal directions, architect's order, course of conduct between the parties or express or implied acceptance of

changes or Work, and no claim that Owner has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for an adjustment to the Contract Sum or contract time if Contractor has not obtained advance written authorization to perform the change in the manner required by this Article 7.

**§ 7.1.5** Owner reserves the right to make whatever changes that it determines in its sole and absolute discretion are necessary and in its best interests and under no circumstances shall the number (individual or cumulative), value, or scope of changes become a basis for Contractor to claim that the Contract has been rescinded, terminated, cardinally changed, abandoned or should be reformed. All adjustments to the Contract Sum and Contract Time set forth in a fully executed change order shall be final. If Contractor does not agree to adjustment of the Contract Sum and Contract Time set forth in a Change Directive, Contractor may seek additional compensation in accordance with the claim procedures provided herein.

**§ 7.1.6** In accordance with its right to make changes to the work, Owner reserves the right, in its sole and absolute discretion, to eliminate entire or partial elements of the Work at any time prior to the Contractor's commencement of such elements of the Work. In such an event, the Contract Sum will be adjusted downward via Construction Change Directive in an amount agreed by the parties reflecting the verified value of the work being eliminated using the schedule of values. Within ten (10) days following such elimination, the contractor shall also submit a revised schedule of values to the owner to reflect the adjusted work scope.

## **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work necessarily incurred as a result of the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Such reasonable expenditures shall not include the cost of any item of home office overhead. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following actually and reasonably incurred by the Contractor:

- .1 reasonable Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 reasonable Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 reasonable Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 reasonable Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 reasonable Costs of supervision and field office personnel directly attributable to the change provided that such costs are allowable Costs of the Work.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.2.4 LIQUIDATED DAMAGES.

§ 8.2.4.1 Time limits stated in the Contract Documents are of the essence of the Contract. For each calendar day following the expiration of the Contract Time—as such Contract Time may be adjusted pursuant to the provisions of the Contract Documents—that the Contractor has not achieved Substantial Completion of the Work, liquidated damages will be assessed at the Liquidated Damages Rate, according to **Exhibit "A"**. Such amounts shall be recoverable from the Contractor and its Surety, if any. To the extent that such amounts assessed against the Contractor are less than or equal to the monies that are due or that may become due to the Contractor, then such assessed amounts shall be deducted and withheld by Owner from amounts otherwise due. To the extent that such amounts assessed against the Contractor exceed the amount of money that is due or that may become due to the Contractor, then assessed amounts shall be deducted and withheld by Owner to the extent that amounts are otherwise due, and Contractor shall pay Owner such excess amount, and Contractor and its Surety, if any, shall both be liable for such amounts.

§ 8.2.4.2 Owner and Contractor acknowledge, agree and represent that the Liquidated Damages Rate set forth in the GMP Amendment has been discussed and negotiated, and in accordance with such discussion and negotiation, Owner and Contractor have agreed to allocate the risks of the Contract such that the Liquidated Damages Rate and all amounts assessed against Contractor pursuant to this Article 8.2.4 and the Agreement are not considered to be a penalty, but shall be deemed, considered and treated as reasonable liquidated damages. Owner and Contractor further acknowledge and agree that the Lease Liquidated Damages Rate and any and all amounts assessed against Contractor pursuant to this Article 8.2.4 and the Agreement and GMP Amendment shall be deemed for all purposes a reasonable, carefully considered estimate of the actual damages the Owner and/or Landlord would sustain in the event of untimely completion of the Work, and that such amounts have been fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages, which would be incapable of precise calculation under such circumstances. To that end, Contractor waives any and all claims and defenses that the Lease Liquidated Damages Rate and/or amounts assessed against Contractor are unenforceable for failure to approximate actual damages incurred by Owner due to delayed completion of the Work.

§ 8.2.4.1 In the event a court of competent jurisdiction holds that the Lease Liquidated Damages Rate, and/or liquidated damage amounts assessed pursuant to this contract are unenforceable, Owner and Contractor agree that the Owner shall be entitled to recover its actual damages. Likewise, to the extent liquidated damages are not applicable to a given phase of the Work, Owner shall be entitled to recover its actual damages.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 **EXCUSABLE DELAY:** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) a Force Majeure Event documented as required in accordance with Section 15.1.6.2, government delays in issuing permits without fault of Contractor, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. Without limitation to the foregoing, the financial inability of Contractor or any Subcontractor or Sub-subcontractor of any tier shall not be deemed conditions beyond Contractor's control or foreseeability.

§ 8.3.2 **UNEXCUSED DELAY:** "Unexcused Delay" means any delay to the commencement, prosecution or completion of the Work; hindrance or obstruction in the performance of the Work; loss of productivity, loss of efficiency; or any

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similar claim related to the time for completing the path of activities that are critical to Substantial Completion and that is caused by some agent or event other than those listed in §8.3.1, above. Any delay or hindrance due to weather that does not satisfy the terms of **Exhibit "H"—Weather Days** or that could have been mitigated by the Contractor through reasonable precautions, shall be considered an Unexcused Delay.

**§ 8.3.3 CONCURRENT DELAY:** An Excusable Delay shall, to the extent it is concurrent with an Unexcused Delay, be conclusively deemed an Unexcused Delay. If an Excusable Delay occurs concurrently with an Unexcused Delay, the maximum possible extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay exceeds, i.e., is not concurrent with, the Unexcused Delay.

**§ 8.3.4 Contributing Delay.** The determination of whether a Delay is an Excusable Delay or Unexcused Delay shall not be affected by the fact that any earlier delay occurred, regardless of fault or causation.

### **§ 8.3.5 CONTRACTOR'S RIGHTS CONCERNING DELAY**

**§ 8.3.5.1** An Excusable Delay shall entitle Contractor to a Change Order extending the Contract Time, provided that the delay or hindrance is duly and timely noticed, and the extension is properly requested and permitted in accordance with the Claim provisions of Article 15 of these General Conditions. Contractor agrees that compliance with the Claim provisions is not a mere formality, but is of the essence to Owner's ability to adequately monitor the progress of the Work, to differentiate between critical and non-critical delays, and to prioritize its actions in a manner that is appropriately targeted to mitigate the effect of delays and hindrances.

**§ 8.3.5.2** The Contractor may claim a one-day Excusable Delay only if all work on a scheduled activity that is critical to Substantial Completion is stopped for more than four (4) hours of a normal eight (8) hour workday, or if two (2) to four (4) hours are lost in one workday, then it may be claimed for one-half day.

**§ 8.3.5.3** An Unexcused Delay shall not entitle Contractor to an extension of the Contract Time.

**§ 8.3.5.4** AN EXTENSION OF TIME SHALL BE CONTRACTOR'S SOLE REMEDY IN THE EVENT OF EXCUSABLE DELAY AND CONTRACTOR SHALL NOT BE ENTITLED TO, AND EXPRESSLY WAIVES ALL RIGHTS, IF ANY, REGARDING, AN ADJUSTMENT OF THE CONTRACT SUM, DAMAGES AND OTHER COMPENSATION HOWEVER CHARACTERIZED, ARISING OUT OF OR RELATED TO EXCUSABLE DELAYS, EXCEPT AS PROVIDED IN SECTION 8.3.5.5 BELOW.

**§ 8.3.5.5** In the event of a delay or hindrance caused solely by the Owner or a separate contractor, the Contractor may submit a Claim to the Owner and Architect requesting an increase in the Contract Sum for increases in costs of the Work incurred as a result of such delay or hindrance. Contractor shall not be entitled to an adjustment of the Contract Sum, damages or other compensation, however characterized, arising out of or related to delays or hindrances caused solely by the Owner or a separate contractor unless Contractor submits a claim for such in accordance with Article 15 of these General Conditions, and any such amounts shall be limited as follows. For each day that the Contract Time is extended as the result of a delay or hindrance caused solely by the Owner or a separate contractor, the Contract Sum will be increased by the Daily General Conditions Rate, which shall be the amount set forth as the cost of General Conditions Costs in the original **Exhibit "I"— Schedule of Values and GMP**, divided by the original Contract Time set forth in GMP Amendment, in days.

Except as set forth in Section 8.3.5.5, and any other provision in the Contract to the contrary notwithstanding, Contractor shall not be entitled to recover any costs of home office overhead, lost profits, lost productivity, lost opportunity costs, costs not set forth in Section 9.1.2 of these General Conditions, or any consequential damages for any delay or hindrance under any circumstances

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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## § 9.2 Schedule of Values

At the time the GMP Proposal is submitted, Contractor shall submit to Owner and Architect for review, approval and inclusion in the Contract Documents **Exhibit "I"— Schedule of Values and GMP**, allocating the entire Contract Sum to the various portions of the Work and the General Conditions Amount, along with hard copies of supporting information, assembled in a tabbed notebook, as well as soft copy PDF files submitted on a flash drive or similar digital device organized and bookmarked to correspond to the tabbed notebook, which shall include all subcontract bid proposals. **Exhibit "I"** shall be promptly and regularly updated as Construction Manager enters in to subcontracts and purchase orders. **Exhibit "I"** shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule of values shall, to the best of Contractor's ability, accurately allocate the costs of the Work among various portions of the Work and shall not be "front-end loaded" or otherwise reflect that costs will be incurred earlier during the course of the performing the Work than they will actually be incurred by Contractor. The schedule of values, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

## § 9.3 Applications for Payment

**§ 9.3.1** On or before the **next to last** day of each month (or the preceding Friday, if the last day falls on a Sunday or Monday), the Contractor shall submit to the Architect and Owner an itemized Application for Payment prepared in accordance with Article 11 of the A133 Agreement and the Schedule of Values, detailing Contractor's request for payment for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment for Work properly performed as of the last day of the previous month, and calculated in accordance with Sections 11.1.7 of the Agreement. The Application for Payment shall be prepared on a form approved by Owner and shall, as a condition precedent to Owner's obligation to make payment on the Application, reflect, include and/or be accompanied by the following:

- .1 a job cost report executed by Contractor prepared in compliance with Generally Accepted Accounting Principles, accounting for all Costs of the Work and General Conditions Costs incurred by Contractor in the proper performance of the Work, itemized in accordance with the Schedule of Values, including separately itemized amounts for Contractor's labor, setting forth Contractor's assertion of the percentage completion of each such line item as of the end of the period covered by the application, and detailing cash disbursements made to subcontractors and materialmen on account of the same;
- .2 receipts, invoices, assessments and payrolls, along with such other data documenting the costs incurred by Contractor for Work covered by the Application for Payment;
- .3 upon the Application for Final Payment, a statement notifying Owner of Contractor's intent to re-allocate any line item costs, identifying the line item amount sought to be used, the line item to which the amount is sought to be transferred, and the reasons for the proposed use, along with an updated, final Schedule of Values highlighting the proposed transfer for Owner's and Architect's approval;
- .4 itemization of amounts to be retained from the payment being sought;
- .5 a Conditional Lien Waiver and Release for the entire amount sought in the Application for Payment, fully executed by Contractor and all Subcontractors and all materialmen who furnished labor or materials during the period covered by the Application for Payment, in the full amount of the Application for Payment, along with a sworn statement by Contractor that all bills and payment obligations incurred by Contractor during pay periods for which previous Applications for Payment have been submitted and paid by Owner have been paid by Contractor, excepting, however, any such payment obligation that remains outstanding in whole or in part, in which case the sworn statement shall fully disclose the amount of the obligation, the identity of the creditor and the basis for Contractor's refusal to pay the same. The waiver and statement shall be on a form reasonably determined by the Owner;
- .6 Unconditional Lien Waiver and Release(s), in a form acceptable to Owner, fully executed by Contractor, all Subcontractors and all materialmen who furnished labor or materials during the period covered by the previous Application for Payment, waiving all liens and claims for payment for labor, materials, services and other work furnished by that party through the end of the period covered by the immediately preceding Application for Payment, except for retainage; and
- .7 an updated Construction Schedule.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that title to all equipment and materials delivered to the Project site for incorporation into the Project pass to the Owner upon delivery to the Project site, or payment by Owner for such items, whichever occurs earlier. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will participate in the review of the draft Application for Payment under Article 11.1.2 of the Agreement, and review the Contractor's revised Application for Payment and either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) notify the Contractor and Owner of the Architect's reasons for withholding certification and any issues that must be resolved to obtain Architect's certification.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that the Application for Payment was properly submitted and all required supporting documentation has been received, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made, if the Work in question has been rejected by any governmental authority, or if the Owner determines in good faith that the Work has not progressed to the point indicated in the Application for Payment or the quality of the Work is not in accordance with the Contract Documents. If the Architect or Owner is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor, Owner and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect or Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the

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whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or Owner's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied, or defaults not cured after receipt of notice;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, including, without limitation or receipt of correspondence demanding remedy and stating an intent to file such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure or refusal of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment, provided that Owner has made payment in accordance with the requirements of this Contract;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum or within the GMP;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the GMP would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 repeated or persistent failure by the Contractor to provide, at all times, sufficient supervision, manpower, equipment and materials to diligently and continuously prosecute and perform the Work in accordance with the most recent Construction Schedule; or
- .8 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

*(Paragraph deleted)*

§ 9.6.1 The Owner shall make payment to the Contractor for undisputed amounts in accordance with Section 12.1.3 of the Agreement, and subject to the withholding provisions of Section 9.5.1 of the General Conditions and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 **Payments Held in Trust:** Contractor agrees that all monies disbursed pursuant to the Contract or otherwise received by Contractor from Owner in connection with performance of the Work (the "Trust Funds") SHALL BE RECEIVED AND HELD IN TRUST by Contractor for the benefit of all of Contractor's Subcontractors, Sub-subcontractors of all tiers, suppliers, laborers and materialmen, and that Contractor shall not itself have any interest in such funds until these obligations have been satisfied in full. Contractor further agrees that the Trust Funds shall be used first to pay for materials, labor, equipment, supplies and services provided and other costs incurred in the construction of the Work, and shall not be diverted to satisfy the obligations of Contractor on other contracts or used for any other purpose until all obligations under or in connection with the Project, including without limitation, all claims and demands for payment by Subcontractors or Sub-subcontractors of any tier, suppliers, laborers and materialmen, have been satisfied in full or released by settlement.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 9.7 Failure of Payment

If the Owner does not pay the Contractor those amounts that are not the subject of a good-faith dispute on or before the date established in the Contract Documents, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up. Anything in the Contract to the contrary notwithstanding, good-faith disputes regarding whether payment is due under the terms of the Agreement shall not be cause for suspending performance of services.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work for a given phase of the Project and for the overall Project is sufficiently complete in accordance with the Contract Documents so that the given phase of the Project can be fully enjoyed and beneficially occupied and utilized by Owner for its intended purpose, (except for minor items which do not impair Owner's ability to so occupy and use the Work, but which nonetheless must be completed before the Work shall be considered to have reached Final Completion). Before the given phase or the overall Project will be deemed to have reached Substantial Completion: (i) Contractor shall have thoroughly cleared the Project site for that phase of construction debris to the satisfaction of the Owner, (ii) Owner shall have received all permits (including all licenses necessary to use and operate that phase of the Project building for its intended use) and certificates required to occupy and use the given phase of the Project; and (iii) all systems included in the Work for that phase must be operational as designed and scheduled, and instruction of Owner's personnel in the operation of system must be completed.

§ 9.8.2 When the Contractor considers that the Work for a phase or the overall Project is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by

the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work of a given phase or the overall Project is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall: (i) establish the date of Substantial Completion; (ii) establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; (iii) include a list of items that the Contractor must complete in order for the Work to achieve Final Completion (the "Punch List"); and (iv) fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2 Final Completion Conditions:** Final Completion is the stage in the progress of the Work when the entire Work for the entire Project, including all its parts, has been fully performed and completed in accordance with the Contract Documents. The Project shall not be considered to have reached Final Completion, and neither final payment nor any remaining retained percentage shall become due until the following conditions precedent have been accomplished or have occurred:

- .1 Contractor has completed all Punch-List items and a full cleaning of the Project, including without limitation: removal of temporary protections, marks, stains, fingerprints and other soil and dirt from finished materials; the delivery of all surfaces, fixtures, cabinet work and equipment in an undamaged, new condition and wiped clean; and the thorough cleaning of all stone, tile and resilient floors in accordance with manufacturer's recommendations, using where appropriate a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine

to bring the surfaces to sheen. It is the expectation of Owner that upon Final Completion, the Project may be opened to the public in a fully-functional condition that reflects a high-quality appearance; and

.2 the Contractor submits to the Owner all of the following: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees; and

.3 a final and unconditional "Certificate of Occupancy" has been issued by the appropriate governmental authority and received by Owner; provided the governmental authority having jurisdiction and responsible for issuing the "Certificate of Occupancy" does not withhold the final and unconditional "Certificate of Occupancy" for other work that is being performed within the facility by Owner or other contractors retained by Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted, less applicable retainage. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 Upon the expiration of three (3) months following final payment, Claims by the Owner shall be waived except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including without limitation, providing adequate lighting, ventilation and fall protection barriers, procedures and equipment for the prevention and suppression of fires and prevention of electrical shock, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Applicable Laws (including Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, *et seq.*).

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor, at its sole cost and expense, shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition, in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to obtain the services of a licensed contractor to cause it to be rendered harmless.

Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, costs permitted under Article 8.3.5, above and start-up.

§ 10.3.3 NOT USED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 NOT USED.

§ 10.3.6 NOT USED.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall take all reasonable precautions, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

**ARTICLE 11 INSURANCE AND BONDS**

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 Contractor's continued maintenance in full force and effect of the forms and amounts of insurance set forth in the Contract Documents shall be a condition precedent to the Contractor's exercise or enforcement of any and all rights under the Contract. If any insurance policy that Contractor is required to maintain under the Contract Documents is cancelled, Owner reserves the right to maintain policies in effect by continuing to make policy payments or by purchasing other insurance and assessing the costs against Contractor.

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## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The insurance policies that Owner and Contractor are required to procure under this Agreement shall contain waivers of subrogation, by endorsement or otherwise, waiving the insurer's rights of subrogation with respect to damages or loss covered by such policies of insurance.

§ 11.3.2 NOT USED.

*(Paragraphs deleted)*

§ 11.4 NOT USED.

## §11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the builder's risk property insurance shall be adjusted and settled with insurer(s) by the Owner or as may otherwise be provided for in the Lease between Owner and Landlord. Insurance proceeds shall be made payable to the Owner, who shall distribute such insurance proceeds received to the insureds, as their interests may appear, or deposited as may otherwise be provided for in the Lease between Owner and Landlord. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising

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out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§ 11.5.3** In the event of loss or damage to the Work caused by a peril covered by the builder's risk insurance required by Sections B.2.3 and B.3.3.2.2.1 of **Exhibit "B"** (collectively, "Property Loss"), Owner shall have the right, in its sole and exclusive discretion, to determine whether to terminate the Contract for its convenience in accordance with Section 14.4, below, or require Contractor to remedy the Property Loss and complete the Work, subject to the following provisions:

- .1 If the Owner requires Contractor to remedy the Property Loss and complete the Work, the Owner and Contractor shall execute a Change Order that (a) adjusts the scope of the Work to include the Property Loss repair or remedy, (b) equitably extends the Contract Time, and (c) increases the GMP by an amount equal to the property insurance proceeds anticipated to be received by the loss payee(s) for such Property Loss. Contractor agrees to execute any Change Order meeting the requirements of this subsection. When the loss payee(s) receive final payment from the property insurance carrier in connection with the Property Loss, the Change Order shall be adjusted to equal the amount of proceeds actually received.
- .2 To the extent owner elects to terminate the Contract for its convenience in response to a Property Loss, then in proportion to and to the extent the builder's risk insurance required by **Exhibit "B"** covers such Property Loss, and provided that Contractor makes payment of deductibles as required by the Contract and endorses any jointly paid insurance proceeds over to Owner or Owner's Lender, as applicable, then Owner releases Contractor from damages arising out of the Property Loss and the completion of the affected Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or Owner or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, whichever is later, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance specifically identifying such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 NOT USED.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 The corrective remedies set forth in this Section 12.2 are in addition to such other rights and remedies as are available to Owner under applicable law, and shall not deprive the Owner of any action, right or remedy otherwise available to Owner for the breach of any of the provisions of the Contract Documents.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. The Contractor shall make arrangements for such tests, inspections, and approvals with the independent testing laboratory retained by the Owner, and with the appropriate public authority, shall bear responsibility for any delays in the Work caused by the failure to coordinate tests and/or inspections with the sequence of the Work, and shall bear all related costs of any failed tests, inspections, and approvals. The Contractor shall give the Architect, the Owner's Representative, the testing laboratory timely notice of when and where tests and inspections are to be made so that such parties may be present for such procedures. The Owner shall directly pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

*(Paragraphs deleted)*

## § 13.5 Attorneys' Fees

### § 13.5.1 NOT USED.

§ 13.5.2 **Attorneys' Fees.** In any litigation between Owner and Contractor arising out of the Contract or the performance thereof, the prevailing party in such suit shall, in addition to any and all other relief granted by a court, be entitled to recover its reasonable attorneys' fees incurred in such litigation. For purposes of this provision, the "prevailing party" shall be the party who obtains a finding from the court at the time final judgment is entered that the opposing party materially breached the Contract. If both parties obtain such a finding then neither party shall be deemed a prevailing party for purposes of this provision, regardless of whether one party is awarded a net payment from the other.

§ 13.6 **Conditions Precedent.** Whenever in the Contract Documents it is provided that certain conditions, approvals or events shall occur prior to or as a condition to Owner's obligation to make payment, such conditions, approvals or events are intended to be and shall be deemed express conditions precedent to Owner's obligation to make payment.

§ 13.7 **Survival.** The provisions of the Contract Documents which by their nature survive termination of the Contract or Final Completion, including without limitation all warranties, guarantees, indemnities, and payment obligations, shall remain in full force and effect after Final Completion or any termination of the Contract; provided, however, that warranties and guarantees shall only extend to that portion of the Work that is actually performed by Contractor.

§ 13.8 **Mechanic's and Materialmen's Liens.** Provided that Owner makes payment in accordance with the provisions of this Contract, Contractor shall save and keep Owner and Owner's property free from all mechanics' and materialmen's liens and all other liens and claims arising out of the Contractor's Work hereunder. In the event any such lien or claim is filed by anyone claiming by, through or under Contractor, Contractor shall, upon request by

Owner and not as a Cost of the Work, remove and discharge same or provide a bond satisfactory to Owner and any lender(s), Landlord or other persons or entities with Ownership interest in the Property, indemnifying such parties against the lien and claim within seven(7) days of Owner's request.

**§ 13.9 Severability.** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

## **ARTICLE 14 DEFAULT, TERMINATION AND SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including materials and equipment intended for incorporation into the Project and which is either delivered to the Project site or shipped and en-route prior to termination, along with reasonable jobsite overhead and profit on the foregoing amounts. Anything herein to the contrary notwithstanding, Contractor's termination of the Contract shall be deemed to waive any and all claims of constructive termination against Owner, and Contractor shall not be entitled to, and Owner shall not be liable for, damages or loss of anticipated profits on Work not performed in the event Contractor terminates the Contract. If, within three (3) days following such termination, Contractor identifies to Owner, in writing, materials and equipment that was ordered but not shipped prior to termination, and Owner elects to cancel such orders, then Owner shall reimburse Contractor for reasonable restocking charges associated with such cancellations.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 14.2 Contractor's Default and Termination by the Owner for Cause**

**§ 14.2.1** The Owner may declare the Contractor in default Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials, or otherwise fails or refuses to prosecute the Work in a manner that is in accordance with the Construction Schedule, and which indicates the Work will be substantially complete within the Contract Time(s);
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers, or fails to provide evidence of such payment upon request, provided that Owner is not in default of its payment provisions under the Contract;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 fails to comply with any law, ordinance, rule, regulation or order related to the safety of workers or other individuals and any person is injured as a result;
- .5 repeatedly fails to carry out the Work in accordance with the Contract Documents or applicable codes;
- .6 fails or refuses, in response to the written notice of Owner to increase the number of qualified supervisory personnel and workers and the amount of equipment and materials employed in the performance of the Work in amounts sufficient to bring the Work back into line with the Construction Schedule; or
- .7 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist,  
(Paragraphs deleted)

and without limitation to any of Owner's other rights or remedies at law or in equity, Owner shall have the right to declare Contractor to be in default of the Contract. Notice of such declaration of default shall be provided by Owner in writing, shall identify therein the circumstances that constitute default, and shall be delivered to Contractor's representative.

§ 14.2.3 Owner's declaration shall become effective, and Contractor will be deemed in default, unless Contractor cures the circumstances identified in any notice of default within **five (5)** days after receipt of written notice; provided however, if it cannot be reasonably cured within such time then Contractor will commence to cure within **five (5)** days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall not exceed such amount of time as would result in failure to achieve Substantial Completion within the Contract Time.

§ 14.2.4 In the event that Contractor fails to achieve a complete cure of the circumstances identified in the Owner's notice as constituting default within the time periods set forth in Section 14.2.3 of these General Conditions, then the Owner, without prejudice to any other rights or remedies of the Owner may:

- .1 without terminating the Contract, direct the Contractor, at Contractor's cost, to pursue certain portions of the Work in preference to others and provide additional supervision, manpower, equipment and materials; and/or
- .2 without terminating the Contract, and with or without excluding the Contractor from the site, provide such materials, supplies, equipment, labor, supervision and professional services as may be necessary to correct the circumstances constituting default and issue a unilateral Change Order deducting from payments then or thereafter due Contractor the costs associated therewith; or
- .3 terminate the Contract, exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon or at any offsite location where materials or equipment identified with the Project have been stored, regardless of whether such items are owned by the Contractor; and
- .4 Accept (at Owner's sole option) assignment of subcontracts pursuant to Section 5.4; and
- .5 Finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.5 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1 or 14.2.3, in the event the Contractor is entitled to further payment under 14.2.6, the Contractor shall not be entitled to receive further payment, if at all, until the Work reaches Final Completion.

§ 14.2.6 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1 and 14.2.3, the Contractor shall only be entitled to, and Owner shall only be liable for, the amount, if any, by which the unpaid balance of the GMP exceeds costs and damages incurred by the Owner as a result of Contractor's default. Such costs and damages shall include, without limitation, the costs of materials, supplies, equipment, labor, supervision, replacement contractor(s), and professional services reasonably necessary for finishing the Work, attorney's fees, lost profits, and other damages incurred by the Owner. If such costs and damages exceed the unpaid balance of the GMP, the Contractor shall pay the difference to the Owner within thirty (30) days following Owner's demand therefor, and upon

failure to do so, Owner shall have the right to sell Contractor's materials, equipment, tools, and construction equipment, appliances, facilities and machinery and to apply the proceeds of such sale(s) to the liability of the Contractor who shall nevertheless remain liable for any deficiency. Contractor's obligation for payment and Owner's rights hereunder shall survive termination of the Contract.

§ 14.2.7 If the Owner terminates the Contract for the reasons stated in Section 14.2.1 and 14.2.3 and it is subsequently determined that Contractor was not in default of the Contract, the Owner's termination shall be deemed as one for the Owner's convenience under Section 14.4 of these General Conditions, and the Contractor's damages and remedies shall be limited as provided for in that provision.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include allowance for the Contractor's Fee. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; reasonable costs of demobilization; and reasonable markup for profit on the Work not executed. Such markup shall not exceed the Construction Manager's Fee percentage applied to the total arrived at by taking the unpaid balance of the GMP and subtracting unused allowance amounts.

§ 14.5 Contractor acknowledges that if the Landlord terminates the lease with Owner prior to Final Completion, then Owner shall promptly notify Contractor of such termination in writing, and that this Contract shall be deemed terminated for causes beyond the control of Owner and Construction Manager. If the Contract is deemed terminated under this section, Contractor shall promptly submit an invoice to Owner for Cost of the Work, General Conditions Costs and Construction Manager's Fee on Work properly performed and completed through the date of termination. Owner shall submit the same to Landlord. If the Contract is deemed terminated under this section, Construction Manager shall be entitled, as its sole and exclusive remedy, to payment of such amounts as Owner may receive from Landlord under the Lease, if any, for Work properly executed prior to termination, and Owner shall have no further liability hereunder. Notwithstanding the foregoing, Landlord shall have no liability to Contractor or Owner under this section.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" does not include, and the procedures for processing Claims do not apply to, the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death (except that parties shall issue notice as required under Section 15.1.2); (iii) defective Work first discovered by Owner after Final Payment by

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Owner to Contractor; (iv) mechanic's liens and stop notices; or (v) the right of Owner to specific performance or injunctive relief to compel performance of any provision of the Contract Documents. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law (as such time period may be extended or modified pursuant to such "discovery rule" recognized by the laws of the State of Texas), but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor for an increase in the Contract Sum or extension of the Contract Time must be initiated within **TWENTY-ONE (21)** days after occurrence of the event giving rise to such Claim or within **TWENTY-ONE (21)** days after the claimant first recognizes, or should reasonably have recognized, the condition giving rise to the Claim, whichever is later. Timely submission of such written notice and compliance with other provisions of this Article 15 is a condition precedent to any obligation of Owner to adjust the Contract Time, Contract Sum, General Conditions Amount, or otherwise compensate Contractor for any condition or occurrence giving rise to a Claim. Contractor acknowledges that such notice requirements and deadlines are not mere formalities, but are essential for the Owner's and Architect's ability to evaluate the effect of conditions and/or occurrences giving rise to a Claim. **FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE CONCERNING THE TIMING AND CONTENT OF ANY NOTICE OF CLAIM SHALL BE DEEMED WAIVER OF ANY RIGHT BY CONTRACTOR TO MAKE ANY CLAIM OR OBTAIN ANY RECOVERY RELATING TO OR ARISING FROM SUCH CONDITION OR OCCURRENCE.**

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of amounts not subject to a good-faith dispute in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions resulted in lost time in excess of the anticipated inclement weather periods included in **Exhibit "H"**, and had an adverse effect on the critical path construction activities.

*(Paragraphs deleted)*

**§ 15.1.7 NOT USED.**

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker, without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution following Final Completion of the Work. In no event shall an initial decision constitute cause to stop performance of the Work.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1 NOT USED.**

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

**§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation, unless objected to by one of the parties.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** Contractor and Owner agree that each shall have in attendance at any mediation a person with sufficient authority to fully settle all claims and disputes which are the subject of the mediation. The parties shall share the mediator's fee and any filing fees equally, except that if the mediation does not result in settlement due to a party not having a person of sufficient settlement authority in attendance, that party shall be responsible for paying the other parties' costs of mediation. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the county where the Project is located, unless another location is mutually agreed upon by the parties, in writing. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined

consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.





# AIA Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the **8<sup>th</sup>** day of **December** 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 **8<sup>th</sup>** day of **December** in the year **2021**. (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

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### 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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/

§ 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)

Init.



# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the **8<sup>th</sup>** day of **December** in the year **2021**  
(In words, indicate day, month and year.)

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

### **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 76104

### **TABLE OF ARTICLES**

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

### **ARTICLE B.1 GENERAL**

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, as modified by the parties.

### **ARTICLE B.2 OWNER'S INSURANCE**

#### **§ B.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2.

### **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.

This document is intended to be used in conjunction with AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction. Article 11 of A201<sup>™</sup>-2017 contains additional insurance provisions.

**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** The Construction Manager, pursuant to Section B.3.3.2.1, shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, and for the benefit of Owner, Landlord and Construction Manager and subcontractors, property insurance covering physical loss or damage to the Project, written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total completed value of the entire Project on a replacement cost basis, and shall contain an agreed amount endorsement waiving any coinsurance penalty (the "Builder’s Risk Insurance"). Such insurance shall name Owner (and Owner’s Lender, if applicable) as loss payee and cover all work and property comprising the Project along with any and all materials, equipment and machinery intended for the Project site during off-site storage and inland transit, commencing with the start of work at the Project site. There shall be no exclusion for resultant damage caused by faulty workmanship, design or materials. Such policy shall remain in full force and effect until full possession and control of the Project is transferred to Owner and no person or entity other than the Owner has an insurable interest in the property required to be covered by this Section.

**§ B.2.3.1.1 Causes of Loss.** The Builder’s Risk Insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, Expediting Cost coverage, Extra Expense Coverage and Soft Cost and extended coverage for expediting costs and extra expense, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials, and for physical damage to property while it is in storage and in transit to the construction site.

(.)

**Cause of Loss**  
Fire legal liability

**Sub-Limit**  
Not less than \$100,000.00

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses.

(.)

**§ B.2.3.1.3** In the event of substantial damage or destruction of the Work by any cause, the Owner may, upon giving written notice to the Contractor, elect to terminate this Contract for convenience in accordance with the provisions of Section 11.5.3 and Article 14 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions; provided, however, that Owner may back-charge Construction Manager for such deductibles paid by Owner in connection with: (1) any casualty caused, in whole or in part, by the act or omission of Construction Manager or any of its contractors or subcontractors of any tier; or (2) any casualty to any tangible property covered by the Builder’s Risk Insurance that is either owned or leased by Construction Manager, its contractors or subcontractors of any tier, or any of their employees or agents.

**§ B.2.3.2 NOT USED.**

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of

the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 NOT USED.**

*(Paragraph deleted)*

(.)

**§ B.2.4.1 NOT USED.**

**§ B.2.4.2 NOT USED.**

**§ B.2.4.3 NOT USED.**

**§ B.2.4.4 NOT USED.**

**§ B.2.4.5 NOT USED.**

**§ B.2.4.6 NOT USED.**

**§ B.2.4.7 NOT USED.**

**§ B.2.5 NOT USED.**

*(Paragraph deleted)*

(.)

**§ B.2.5.1 NOT USED.**

*(Paragraph deleted)*

(.)

**§ B.2.5.2 NOT USED**

*(Paragraph deleted)*

(.)

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance, declarations pages and endorsements acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. The Construction Manager shall provide copies of all insurance policies required hereunder if requested by Landlord. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner and Landlord. The certificates will show the Owner, its lender, and the other parties identified in Section A.3.1.3, below as an additional insured on the Construction Manager's Commercial General Liability, Automobile Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability and automobile liability coverage to include (1) the Owner, its lender, if any, and McKinney Community Development Corporation, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner, its lender, if any, and McKinney Community Development Corporation as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The insurance policies shall be written by insurers that have policy ratings no lower than class "A-" and financial ratings not lower than "Class XII" in the Best's Insurance Guide, or S&P, latest edition in effect. The insurance policies will contain Severability-of-Interest or Separation of Insured clauses, along with a Per Project Aggregate endorsement identifying the Project premises, and in the case of the general liability insurance, broad form blanket contractual liability coverage and coverage for "XCU" hazards. The Contractor shall maintain the required insurance for until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, and in the case of a "claims-made" policy, for a period of five years thereafter. Products/Completed Operations Liability shall be maintained for a period of five years following the date of final payment:

(.)

**§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than **ten million** dollars (\$ **10,000,000.00** ) each occurrence, **ten million** dollars (\$ **10,000,000.00** ) general aggregate, and **ten million** dollars (\$ **10,000,000.00** ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

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- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than **one million** dollars ( \$ **1,000,000.00** ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 Umbrella liability insurance on a "follow-form basis" in the amount of **\$5,000,000** general aggregate and **\$5,000,000** product/completed operations aggregate, including a per project aggregate endorsement, or the current limits carried by the General Contractor, whichever are greater.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than **one million** dollars ( \$ **1,000,000.00** ) each accident, **one million** dollars ( \$ **1,000,000.00** ) each employee, and **one million** dollars ( \$ **1,000,000.00** ) policy limit.

§ B.3.2.7 NOT USED

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than **one million** dollars ( \$ **1,000,000.00** ) per claim and **two million** dollars ( \$ **2,000,000.00** ) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than **ten million** dollars ( \$ **10,000,000.00** ) per claim and **ten million** dollars ( \$ **10,000,000.00** ) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than **ten million** dollars ( \$ **10,000,000.00** ) per claim and **ten million** dollars ( \$ **10,000,000.00** ) in the aggregate.

§ B.3.2.11 NOT USED

§ B.3.2.12 NOT USED

**§ B.3.3 Construction Manager's Other Insurance Coverage**

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The insurance policies shall be written by insurers that have policy ratings no lower than class "A-" and financial ratings not lower than "Class XII" in the Best's Insurance Guide, latest edition in effect. The insurance policies will contain Severability-of-Interest or Separation of Insured clauses, along with a Per Project Aggregate endorsement identifying the Premises. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:  
(.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer accordance with Article 11 of the General Conditions. In the event of substantial damage or destruction of the Work by any cause, the Owner may, in its sole and exclusive discretion and upon giving written notice to the Contractor, elect to terminate this Contract for convenience in accordance with the provisions of Articles 11 and 14 of the General Conditions and be entitled to receive all proceeds payable under such policy, or have such sums deposited as may otherwise be provided for in the Lease between Owner and Landlord  
(.)

§ B.3.3.2.2 NOT USED.

§ B.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than **one million** dollars (\$ **1,000,000.00** ) per claim and **two million** dollars (\$ **2,000,000.00** ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

§ B.3.3.2.6 NOT USED  
(Paragraph deleted)  
(.)

#### § B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Equal to the amount of the GMP as set forth in Section A.1.1.1 of <b>Exhibit "A"</b>
Performance Bond	Equal to the amount of the GMP as set forth in Section A.1.1.1 of <b>Exhibit "A"</b>

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement, or otherwise be acceptable to Owner and McKinney Community Development Corporation, and Performance Bond shall name both Owner and McKinney Community Development Corporation as obligee.

#### ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

NONE

EXHIBIT "C" - SUPERVISORY PERSONNEL SCHEDULE					
Project Name	TUPPS Brewery at McKinney Grain & Feed - McKinney, TX				
		<i>[CM - Insert Project Name]</i>			
	Estimated	Estimated	Estimated		
	Monthly	Monthly	Monthly	Monthly Salary Rate	Hourly Salary Rate
Position	Direct Salary	Burden Rate	Burden Rate		
	Expense	<i>(37.5%)</i>	<i>(42.0%)</i>		
Project Executive	\$14,283.00	\$5,356.13		\$19,639.13	\$113.30
Preconstruction Manager	\$15,763.05	\$5,911.14		\$21,674.19	\$125.04
Sr. Project Manager	\$13,818.40	\$5,181.90		\$19,000.30	\$109.62
Superintendent	\$12,555.70	\$4,708.39		\$17,264.09	\$99.60
Project Manager	\$12,032.45	\$4,512.17		\$16,544.62	\$95.45
Estimator	\$10,363.80	\$3,886.43		\$14,250.23	\$82.21
Asst. Project Manager	\$7,897.05	\$2,961.39		\$10,858.44	\$62.64
Asst. Superintendent	\$6,712.55	\$2,517.21		\$9,229.76	\$53.25
Safety Director	\$10,018.80	\$3,757.05		\$13,775.85	\$79.48
Project Safety Assistant	\$5,060.00		\$2,125.20	\$7,185.20	\$41.45
Field Services Support	\$4,686.25		\$1,968.23	\$6,654.48	\$38.39
Contract Administration	\$6,279.00		\$2,637.18	\$8,916.18	\$51.44



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## **TUPPS Brewery**

### **Exhibit D – GMP Scope Clarifications Part I November 09, 2021**

#### **GENERAL QUALIFICATIONS**

1. The Guaranteed Maximum Price (GMP) is based on: The Issue for GMP 95% Construction Documents as prepared by Conduit Architecture + Design dated July 01, 2021 and the project specifications by Conduit Architecture + Design dated July 01, 2021, and Addendum 02 dated July 16, 2021 and as commented on by TUPPS (Owner), Matador (Owners Representative) and SpawGlass Contractors (Construction Manager) on consolidated comments dated 09-20-2021. Addendum 01 was a change in bid date and did not contain any additional documents or clarifications. Contract documents are further defined in the Exhibit F – List of Drawings and Specifications.
2. Our GMP does not take into account, or include any provisions, for time, cost, or other factors related to the COVID-19 (Coronavirus) market impacts not known at the time of GMP submission. We will work with TUPPs to proactively address these situations as/if they arise.
3. The overall Project Schedule is dependent upon the fabrication and delivery of the brewery Pre-Engineered Metal Building (PEMB) Structure. Any delays that impact the PEMB's delivery and erection when shown on the project schedule attached to this GMP (Exhibit E – Preliminary Project Schedule) will result in a delay to the overall project schedule. SpawGlass will work to mitigate any issues that will, or may arise due to such a delay, but any costs associated with such a delay are excluded. Fabrication schedule for the PEMB was confirmed on 11/09/21.

#### **SPECIFIC QUALIFICATIONS**

##### **Division 01 – General Requirements**

1. SpawGlass will provide separate breakouts for the remodel portions of the project, (Existing Taproom modifications and Barrel Aging Building Modifications) and accrue remodel taxes for those portions of the project. The balance of the project is assumed to be taxed as new construction. Any tax assessments differing from those stated and any costs associated with such changes are excluded.
2. Temporary water meter and its usage is included. We have included temporary utilities for our construction office and for construction services only. Permanent utilities, once established on site, are to be in TUPPs name and the responsibility of TUPPs.

3. Tap and impact fees in the amount of \$120,711 are included in the GMP and represent the latest estimate available from the City of McKinney. Costs incurred in addition to, or costs less than the stated amount will be reconciled out of contingency.
4. Screening of subcontractors' and contractor's employees in accordance with CDC guidelines in regard to COVID-19 as of the date of issuance of the GMP is included. Mandatory COVID-19 Vaccination requirements are not included.
5. Building Permit fees are excluded from the GMP.
6. The GMP includes a 3.5% Contractor Contingency to be used to cover reconciliation with the issue for construction documents, as well as underestimating or missed scope during the project award. All buyout savings and/or overruns to be discussed with and approved by Owner and Landlord.
7. The GMP does not include any separate contingency for material escalation. Any material escalation costs that might arise prior to the project being fully bought out will be funded from Contractor Contingency. Owner and Landlord will be notified of and approve of Contractor Contingency expenditures prior to execution.
8. The GMP excludes an Owner's Contingency. It is understood that such a contingency is being held by the owner outside this GMP and will be utilized to cover costs not included in the scope of the GMP such as:
  - a. Scope of work increases.
  - b. Increases in cost due to hidden, concealed or otherwise unforeseen conditions that develop during the project.
  - c. Increases in quantity or quality beyond what is reasonably inferable from the current GMP Documents.
  - d. Inclusion of items specifically excluded from this GMP.
  - e. Owner initiated changes.
  - f. Owner initiated schedule acceleration, or delays.
  - g. Designer errors and omissions.

**Division 02 – Existing Conditions**

1. The GMP excludes costs for hazardous materials remediation. If hazardous materials are encountered, GC will stop work and notify Owner.
2. The GMP includes costs for structure demolition as shown per the drawings.
3. The GMP includes costs to salvage materials on site to be reused.
4. The GMP includes the relocation of the shed located along the east property boundary to be relocated within the new property lines.

**Division 03 – Concrete**

1. GMP assumes a bearing depth of 20 feet with a penetration depth of 4 feet for all piers and excludes casing. Differences in pier depths, or requirements for casing to be reconciled per the table below:

Diameter	Additional Depth	Lesser Depth	Add Casing
24"	\$71.50	(\$7.00)	\$66.00

2. GMP includes modifications to the site and building concrete scope per the attached drawings titled Exhibit D – Part II Scope Clarifications.

**Division 04 – Masonry**

1. GMP excludes all stone veneer and stone walls depicted in the documents, per the 95% CD Comments all such scope has been removed from the project in the latest version of the Site Plan submitted to the City of McKinney Community Development Corporation (MCDC) and TUPPs on 11/05/2021.

2. GMP includes eight-inch CMU at the brewery building for the Elevator Shaft, Loading Dock addition on the west side of the brewery and the Grain/ Boiler/ Electrical Room Addition on the south side of the brewery. GMP also includes eight-inch CMU for the dumpster enclosure situated on the west side of the property between the brewery and barrel aging building.
3. GMP excludes all masonry depicted on the north side of the brewery, per the 95% CD Comments, areas on the North side of the brewery building will be deleted in the forthcoming construction documents.

#### **Division 05 – Metal Fabrications**

1. GMP includes new steel roof framing, roof modifications, and new metal decking at the Tap Room per the 95% construction documents.
2. GMP includes a new steel structure addition to the Tap Room approximately 2,400 sf.
3. GMP includes metal handrails and pan stairs depicted in the Tap Room as well as improvements to the existing mezzanine. GMP excludes cable rail system shown in the 95% construction documents and includes a shop fabricated picketed guardrail system instead.
4. All steel depicted in the Brewery and associated with the PEMB are covered in Division 13 – Special Construction

#### **Division 06 - Wood, Plastics and Composites**

1. All required inwall blocking is included.
2. GMP includes the salvage of lumber from existing structures on site and its reuse as indicated in the 95% CD's.
3. Total rough carpentry scope revisions are per the 95% CD Comments.
4. GMP includes finish carpentry for countertops at the restrooms in the Tap Room and Brewery as well as cabinets for the Brewery break room and the reuse of material furnished by the owner for the bar in the Tap Room. All finish carpentry scope revisions per the 95% CD Comments.

#### **Division 07 – Thermal and Moisture Protection**

1. All required fire caulking is included.
2. GMP includes all required waterproofing and caulking per the plans and revisions noted in the 95% CD comments.
3. GMP excludes any sprayed-on fireproofing.
4. GMP includes a TPO Roofing System above the west side addition to the Tap Room of approximately 2,400 sf.
5. GMP includes new standing seam metal roof above the existing Tap Room.
6. GMP includes reuse of salvaged metal panels for exterior cladding and screening at the Tap Room.
7. All roofing, siding and waterproofing scope revisions per the 95% CD Comments.
8. All roofing and siding depicted in the Brewery and associated with the PEMB are covered in Division 13 – Special Construction

#### **Division 08 – Openings**

1. GMP includes all new doors, frames, and hardware as shown in the 95% CD comments.
2. GMP includes all glass and glazing as shown in the 95% CD comments.
3. GMP includes manual sectional overhead doors with as shown in the 95% CD comments.

4. GMP includes modifications to all storefront depicted to reduce door heights to standard height of seven feet and eliminate mullions not necessary for transitions as described in the 95% CD comments.
5. All Doors, Frames, Hardware, OH Doors and Glazing scope revisions per the 95% CD Comments.

#### **Division 09 – Finishes**

1. All drywall partition types have been included as light gauge metal framing systems as shown on the proposed floor plans and as modified by the 95% CD comments and the revised kitchen and restroom layout for the tap room attached to Exhibit D – Part II Scope Clarifications.
2. Rated walls have been included where required.
3. GMP includes all ceiling types as shown on the reflected ceiling plans and as modified by the 95% CD Comments.
4. All Drywall and Framing scope revisions per the 95% CD Comments.
5. GMP includes brewery tile beneath the brewhouse in the brewery, all other flooring finishes to be sealed concrete, or epoxy coated concrete per the 95% CD Comments.
6. All Flooring scope revisions per the 95% CD Comments.
7. GMP includes minimal painting as most finishes will be recycled or reused materials. All Exposed structural steel and handrails to be left unpainted with owner to select primer color to achieve desired aesthetic.
8. GMP excludes any Level 5 Finishes.
9. All Painting scope revisions per the 95% CD Comments.

#### **Division 10 – Specialties**

1. GMP includes necessary FEC and specified Specialty Items.
2. GMP includes all toilet and bath accessories as specified for the Tap Room and Brewery restrooms.
3. GMP excludes all wayfinding signage, Owner has included in FFE.
4. GMP excludes Exterior signage, Owner has included in FFE

#### **Division 11 - Equipment**

1. GMP includes loading dock equipment at the Brewery only.
2. GMP includes furnishing and installing glycol chiller and boiler for the brewery.
3. GMP includes furnishing and installing one 46' x 30' x 20' cooler and associated equipment in the Brewery.
4. GMP includes furnishing and installing one 8' x 5' x 8' cooler at the Tap Room Kitchen, one 41'-6" x 8'-10" x 8' cooler at the Tap Room bar and all associated equipment in the Tap Room.
5. GMP excludes all office furniture and equipment.
6. All Refrigeration scope revisions per the 95% CD Comments.
7. GMP excludes all Kitchen and Brewery equipment. Contractor to coordinate with the Owner on final connections and deliveries.

#### **Division 12 - Furnishings**

1. GMP excludes all furnishings for the buildings or site, such items are understood to be FFE and furnished by the Owner.

### **Division 13 - Special Construction**

1. GMP includes the furnish and installation of Pre-Engineered Metal Building (PEMB) per the 95% CD comments. All PEMB scope revisions per the 95% CD Comments.
2. PEMB scope includes all roofing, insulation, wall panels, interior liner panels, mezzanine decking, stairs, guardrails, handrails and steel framing depicted for the Brewery Building. Quote for PEMB as furnished by Red Dot is included in Exhibit D – Part II Scope Clarifications for additional information on complete PEMB scope.
3. GMP includes an allowance of \$70,000 for the foundations of seven Bring Your Own Business Silos (BYOB Silos). Silos are to be furnished and erected by Owner.

### **Division 14 - Elevators**

1. GMP includes a two stop Elevator per the plans and specifications.

### **Division 21 - Fire Suppression**

1. GMP includes a new NFPA 13 Fire Protection System for the Brewery Building, Tap Room, and Barrel Aging Building and their amended footprints per the 95% CD comments.
2. Pipe for wet system to be black carbon steel, schedule 10 with grooved fitting and any threaded piping to be black schedule 40 with threaded cast iron fittings.
3. GMP includes a dry fire protection system at the Barrel Aging Building and Dry Heads where required beneath the Tap Room and Brewery Overhangs.
4. Water pressure at the site is assumed to be adequate for the new fire protection system and no allowance for a separate fire pump is included.

### **Division 22 - Plumbing**

1. GMP includes new plumbing fixtures at the restroom as shown in the drawings and modified by the 95% CD comments
2. GMP includes new plumbing systems as shown in the drawings and as modified by the 95% CD comments:
  - a. sanitary waste/vent
  - b. domestic hot/cold water
  - c. waste/vent
3. GMP includes insulation for domestic water as specified.
4. GMP includes modifications to the underground plumbing run out per the attached pdf included in Exhibit D – Part II Scope Clarifications.
5. See Division 23 – Mechanical for additional clarifications

### **Division 23 - HVAC**

1. GMP includes new mechanical equipment as modified per the 95% CD comments.
2. GMP includes ductwork, insulation as required and as modified per the 95% CD comments.
3. GMP includes all testing and balancing of HVAC system.
4. GMP excludes kitchen exhaust fans and hoods, to be purchased by TUPPS, GMP includes receipt of said equipment and installation and connections with stainless steel grease duct.
5. GMP excludes kitchen hood make up air unit, to be purchased by TUPPs, but includes receiving and installing said equipment.
6. All kitchen equipment to be furnished by the Owner.
7. GMP includes steam piping and condensate return from the brewhouse heat exchanger to the new boiler in the brewery in the amount of \$18,000. Final routing to be determined once brewhouse and boiler design is finalized.

8. GMP includes modifications to the mechanical and plumbing scope per the attached pdf titled Exhibit D – Part II Scope Clarifications furnished by Weldon Contractors.

#### **Division 26 - Electrical**

1. GMP includes light fixtures and branch circuiting as amended per the attached pdf titled Exhibit D – Part II Scope Clarifications.
2. GMP includes power wiring and connection of HVAC equipment per Exhibit D – Part II Scope Clarifications.
3. GMP includes switchgear and associated distribution feeders and panels per Exhibit D – Part II Scope Clarifications.
4. GMP includes utilizing Aluminum Feeders per Exhibit D – Part II Scope Clarifications.
5. GMP includes stub ups to accessible ceilings for the fire alarm system per Exhibit D – Part II Scope Clarifications.
6. GMP includes telephone and data back boxes and stub ups to accessible ceilings per Exhibit D – Part II Scope Clarifications.
7. GMP includes a new Lighting Protection and Grounding Systems per Exhibit D – Part II Scope Clarifications.
8. GMP includes modifications to the electrical and lighting scope per the attached pdf titled Exhibit D – Part II Scope Clarifications furnished by All Tech Electric.

#### **Division 27 – Communications/AV Systems**

1. GMP includes new pathways, back boxes and communications system per the 95% CD Comments.
2. GMP includes new 12 pair fiber connection between the Brewery Building, Barrel Aging Building, Tap Room Building, and Coffee House. Primary fiber connection and pathway from provider to demarcation point on site is excluded.
3. GMP excludes patch cabling and horizontal cabling within any of the buildings. Contractor to coordinate with Owner’s installer to provide pathways in inaccessible walls and ceilings and backboxes.

#### **Division 28 - Electronic Safety & Security**

1. GMP includes all new Fire Alarm System and devices for the Brewery Building, Barrel Aging Building, Tap Room Building, and Coffee House.
2. GMP excludes all security devices and system. Contractor to coordinate with Owner’s installer to provide pathways in inaccessible walls and ceilings and backboxes.

#### **Division 31 – Earthwork & Erosion Control**

1. GMP is based on the Geotechnical Report included in the GMP Documents.
2. GMP includes selective demolition as shown in the documents.
3. GMP includes strip and stockpile onsite top soils to be used in new landscape beds and backfill areas.
4. Proposal includes Lime Stabilization at paving area.
5. GMP to provide and install of moisture conditioned soils beneath new building pads as amended by the 95% CD comments. GMP excludes shoring beneath existing building foundations, appropriate precautions will be taken to prevent undermining of existing foundations when moisture conditioning soils next to adjacent structures.
6. GMP includes all required SWPPP and Erosion Control.
7. GMP includes the required Subterranean Termite Soil Treatment.
8. All earthwork scope revisions per the 95% CD Comments.

### **Division 32 - Exterior Improvements**

1. GMP includes fire lane striping as required.
2. GMP includes fence and gates as shown at the back of the Brewery only per the 95% CD comments.
3. GMP includes an allowance for site improvements in the amount of \$98,327 to include the relocation and reuse of "Big Bass Towing Blocks" throughout the site as well as preparation for Site Amenities as depicted on L2.11
9. GMP includes new decomposed granite, landscaping and irrigation per the 95% CD comments.
4. GMP excludes stabilizer at all decomposed granite areas

### **Division 33 - Utilities**

1. GMP includes the following site utilities:
  - a. Sanitary Sewer as amended by 95% CD comments.
  - b. Water Services as amended by 95% CD comments.
  - c. FDC loop per the documents.
2. All Utilities scope revisions per the 95% CD Comments.
3. GMP includes Tap and Impact Fees in the amount of \$120,711. Costs incurred in addition to, or costs less than the stated amount will be reconciled out of contingency.
4. GMP include a Grease Trap for the kitchen only. Sand Oil Separators for the elevator sump are excluded. Elevator sump to use a smart pump and oil storage system furnished by elevator contractor.

END OF PART I



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# **TUPPS Brewery**

## **Exhibit D – GMP Scope Clarifications Part II November 09, 2021**



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**TUPPS Brewery**

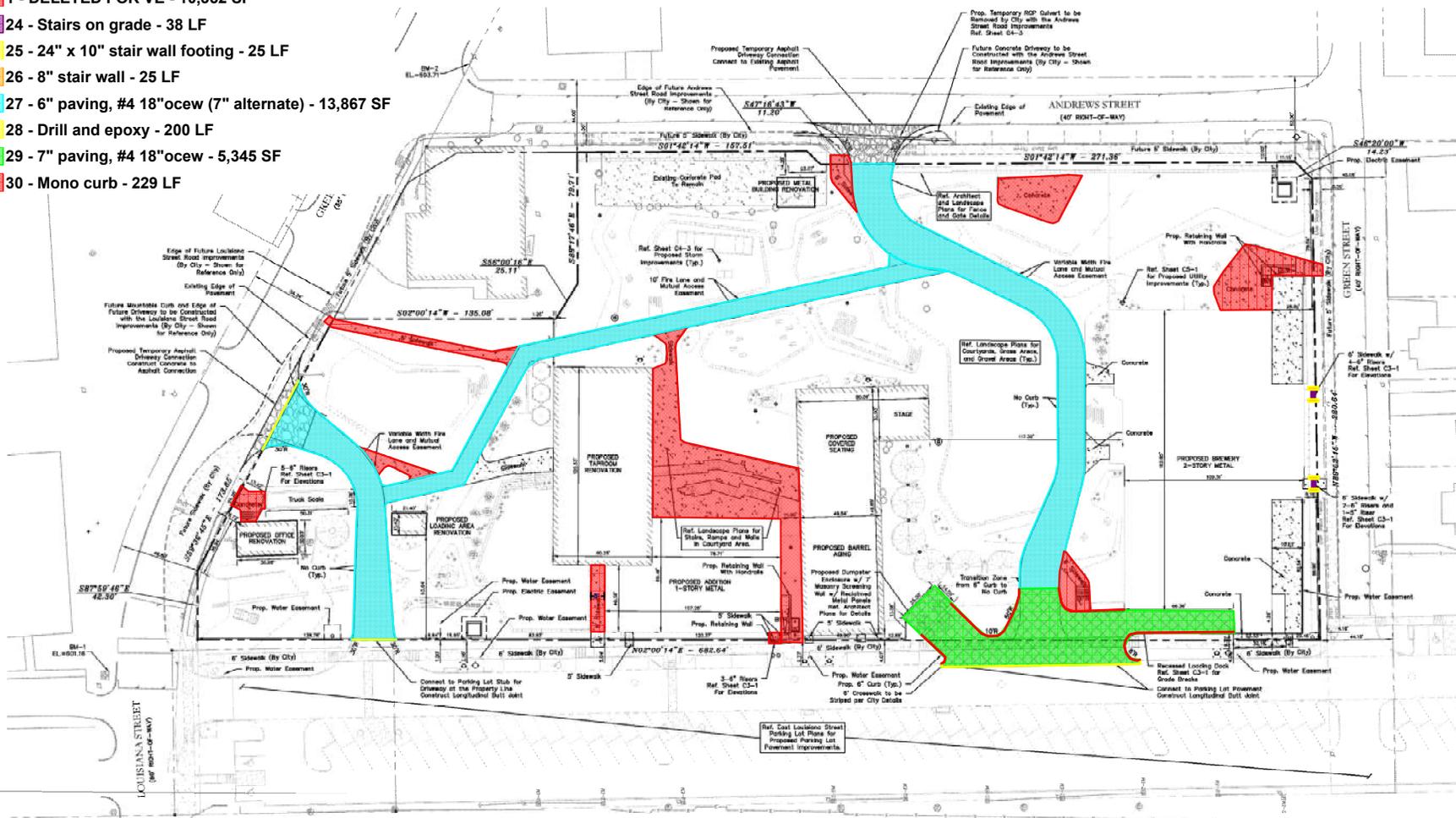
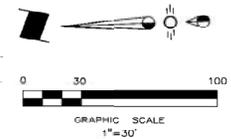
**Exhibit D –Part II Scope  
Clarifications**

**Division 03**

**November 09, 2021**



- 1 - DELETED FOR VE - 10,352 SF
- 24 - Stairs on grade - 38 LF
- 25 - 24" x 10" stair wall footing - 25 LF
- 26 - 8" stair wall - 25 LF
- 27 - 6" paving, #4 18"ocw (7" alternate) - 13,867 SF
- 28 - Drill and epoxy - 200 LF
- 29 - 7" paving, #4 18"ocw - 5,345 SF
- 30 - Mono curb - 229 LF



**GEOTECHNICAL REPORT NOTE**

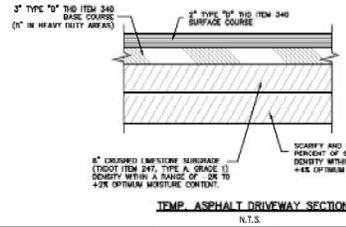
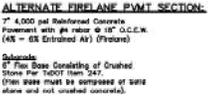
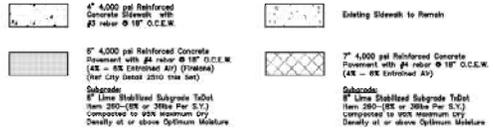
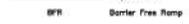
Work shall be done in accordance with the current geotechnical report prepared by ECS Southeast, LLP Project #19-B149 dated December 29, 2020.

**GENERAL NOTES**

1. All materials and construction shall be in accordance with the City of McKinney Standard Specifications and Construction Standards, and Standard Specifications for Public Works Construction prepared by the North Central Texas Council of Governments (Latest Revision).
2. Existing utilities are shown schematically and are for the Contractor's guidance only. The location and/or elevation of existing utilities as shown on these plans are based on records of various utility companies, and where possible, measurements taken in the field. The Contractor must call the appropriate utility company at least 72 hours prior to any excavation to request exact field location of utilities.
3. Contractor shall be responsible for protecting all existing improvements in the construction of this project. The Contractor is responsible for repairs of damage to any existing improvements during construction. Repairs shall be equal to or better than condition prior to construction.
4. All onsite paving dimensions are to the FACEL of curb, where applicable, unless noted otherwise.

5. All curb radii are 3' unless noted otherwise.
6. Fire lines shall be striped in accordance with the City Standards.
7. Parking stripes shall be 4" wide, spray applied white vinyl acrylic paint. Paint shall be applied in two coats to a clean, dry surface using template or striping machine.
8. All concrete pavement shall be sawcut at a maximum spacing of 15' OCW.

**BENCHMARK:**  
 City of McKinney Benchmark  
 C2M-A2 - aluminum disc in concrete at the end of the curb on the northeast corner of Murry Street and Louisiana Street. Elev. = 986.464  
 Site Benchmark:  
 BM-1 = "x" in concrete in the southeast corner of a sanitary sewer manhole on the north side of Louisiana Street and just east of the abandoned railroad tracks. Elev. = 601.16  
 BM-2 = "x" in the north edge of the concrete sidewalk on the southeast side of Orleans Road and Andrews Street. Elev. = 986.371



**Note:**  
 Future roadway shown per 608 plans by SOE, Inc., dated 1/18/2021 for Louisiana St. Improvements (C01817) and Andrews St. & Green St. Improvements (C02067) projects.



Issue Dates	Revisions	Date
1	6/10/2021	1
2	7/01/2021	2
3		3
4		4
5		5
6		6

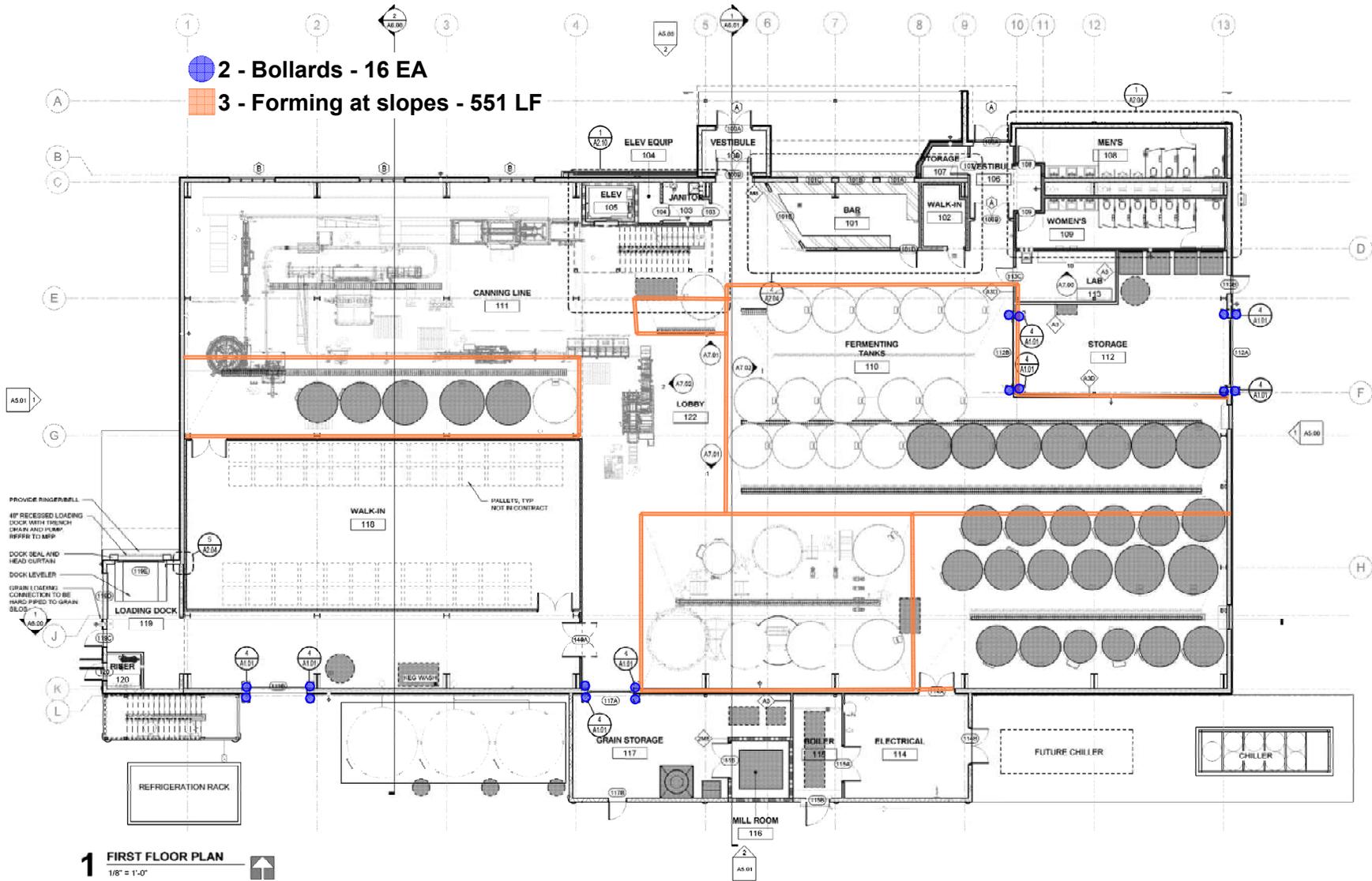
**CROSS ENGINEERING CONSULTANTS**  
 1728 W. Virginia Street, McKinney, Texas 75069  
 972.562.4469, Fax: 972.562.4469  
 Tessa Pitt, P.E. No. P-9999  
 Drawn By: C.E.C.L. Checked By: C.E.C.L. Scale: 1"=30'

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**PAVING PLAN**  
**TUPPS BREWERY**  
 Blocks 1 & 2 Andrews Addition  
 William Davis Survey, Abstract No. 248  
 City of McKinney, Texas

Sheet No. **C2-1**  
 Project No. 20040

2 - Bollards - 16 EA  
3 - Forming at slopes - 551 LF



**1 FIRST FLOOR PLAN**  
1/8" = 1'-0"

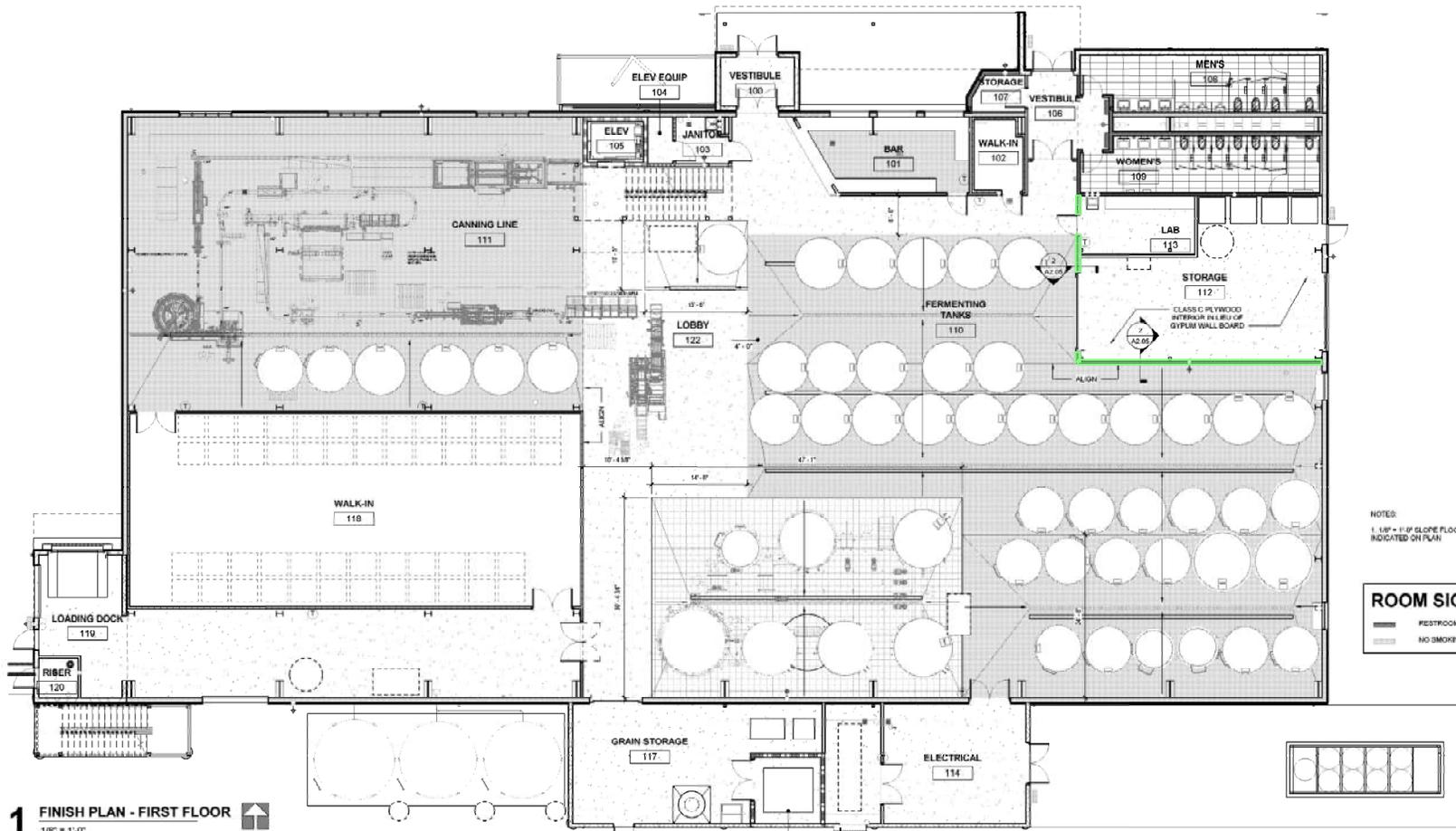
**GENERAL CONSTRUCTION NOTES:**

- CONTRACTOR IS TO CHALK WALLS PRIOR TO BEGINNING OF PARTITION CONSTRUCTION. CONTRACTOR IS TO BRING ANY DISCREPANCIES TO THE IMMEDIATE ATTENTION OF CONDUIT ARCHITECTURE + DESIGN. CONTRACTOR SHALL NOT BEGIN FRAMING WITHOUT APPROVAL OF CHALK LINES BY CONDUIT ARCHITECTURE + DESIGN.
- ALL DOORS SHALL HAVE MANEUVERING CLEARANCES AS REQUIRED BY TEXAS ACCESSIBILITY STANDARDS.
- UMBRELLA IS REQUIRED NECESSARY TO ENSURE STABILITY. CONTRACTOR IS TO PROVIDE ADDITIONAL ANCHORING ANCHORING BLOCKING IN STUD PARTITIONS. ALL BLOCKING SHALL BE FIRE TREATED.
- ALL WALL ANGLES ARE TO BE 90 DEGREES UNLESS NOTED OTHERWISE.
- FIELD VERIFICATION AND MEASUREMENTS ARE REQUIRED BY ALL TRADES.

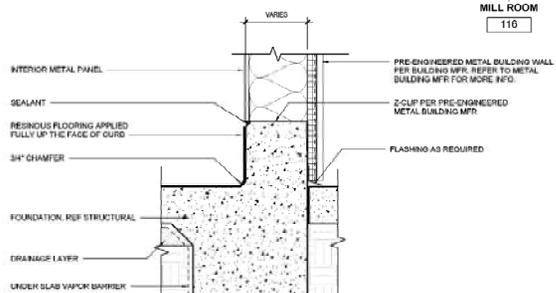
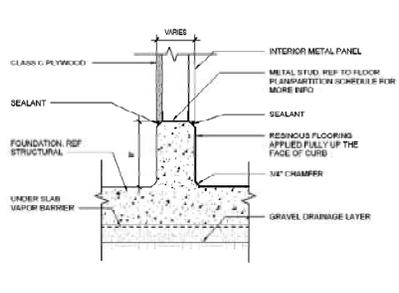
**FLOOR PLAN GENERAL NOTES:**

- CONTRACTOR IS TO VISIT SITE PRIOR TO BID AND NOTIFY CONDUIT ARCHITECTURE + DESIGN OF ANY CONDITIONS DIFFERENT THAN SHOWN ON PLAN.
- PROVIDE SPRINKLER LINES AND HEAD AS REQUIRED. PROVIDE EXIT SIGNS AND FIRE ALARM SPEAKERS AS REQUIRED BY APPLICABLE CODE. ALL DEVICES WHICH ARE ACCESSIBLE MUST ALSO BE VISUAL TO MEET TEXAS ACCESSIBILITY STANDARDS.
- ANY CORNERS IN EMPHASIS CURVE, EITHER DUE TO FIELD CONDITIONS, TYPICAL CORNERS, SPICERS, OR OTHER SIMILAR CONDITIONS, ARE TO BE IMMEDIATELY BROUGHT TO THE ATTENTION OF CONDUIT ARCHITECTURE + DESIGN PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL FLASH PATCH AREAS WHERE FLOOR IS ROUGH AND GRADED PRIOR TO INSTALLATION OF FLOORING AND IS TO REMOVE ALL OBSTRUCTIONS AND IS TO PROVIDE AN EVEN FLOOR SURFACE IN TIME FOR SCHEDULED FLOORING INSTALLATION. CONCRETE SLAB IS NOT TO EXCEED 1/4" SLOPE PER EVERY 1' 2" UNDER ALL MILLWORK.
- ALL MILLWORK/WOODWORK IS TO BE FABRICATED IN ACCORDANCE WITH ARCHITECTURAL WOODWORK INSTITUTE CUSTOM STANDARDS.

- UNDER NO CIRCUMSTANCES IS THE CONTRACTOR TO FURNISH OR INSTALL ANY MATERIALS OR PRODUCTS CONTAINING AODCOTO.
- CONTRACTOR TO BE RESPONSIBLE FOR FIELD DIMENSIONS OF ALL MILLWORK, GLASS, DOOR OPENINGS, ETC.
- ALL EQUIPMENT, APPLIANCES, AND FURNITURE ARE TO BE PROVIDED BY OWNER UNLESS NOTED OTHERWISE. GC TO INSTALL WHERE NOTED.
- PROVIDE 3/4" COPING BOARD AT EXTERIOR WALLS AS INDICATED. TAPE, BED, FLOAT, AND PREPARE FOR SCHEDULED FINISHES. REFER TO INTERIOR ELEVATIONS FOR CLARIFICATION.
- PROVIDE BLOCKING FOR ALL TVS AND SHELVING AT HEIGHTS SPECIFIED IN DRAWINGS.
- CONTRACTOR TO COORDINATE WORK WITH OWNERS VENDORS AS REQUIRED.
- EQUIPMENT SHOWN WITH GREY HATCH. REFER TO A2.36 FOR EQUIPMENT PLAN & SCHEDULE.
- COORDINATE QUANTITIES AND LOCATIONS OF BOLLARDS WITH OWNER.

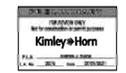


**1 FINISH PLAN - FIRST FLOOR**  
 1/8" = 1'-0"



**4 - 9" int. curb - 47 LF**

- FINISHES**
- [Symbol] SEALED CONCRETE (F1)
  - [Symbol] BREWHOUSE TILE (F2)
  - [Symbol] RESINOUS FLOORING (F3)
  - [Symbol] FLOOR TILE (F5)



07.01.2021  
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TUPPS BREWERY - TAP ROOM  
 402 E. LOUISIANA ST., MCKINNEY, TX 75069

PROJECT NUMBER  
 2006  
 DATE  
 07.01.2021  
 SHEET TITLE  
 GENERAL NOTES AND MATERIALS LEGEND  
 SHEET NUMBER  
 L0.02

GENERAL NOTES:

1. VERIFY DIMENSIONS PERMANENT OVERALL TO DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY POST CONSTRUCTION DAMAGE.
3. ALL PROPOSED AND EXISTING FEATURES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES OR ACTUAL MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. PRIOR TO CONSTRUCTION, ALL PIPES, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAYOUT, AND STAKED AS SHOWN FOR REVIEW BY LANDSCAPE ARCHITECT. CONNECTION SHALL ASSURE RESPONSIBILITY FOR ANY EXISTING UTILITIES, STRUCTURES, OR CONSTRUCTION AREAS THAT INTERFERE WITH CONSTRUCTION ACTIVITIES.
5. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONFORMANCE ONLY. CONTRACTORS ARE TO BID THEIR OWN VARIOUS QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
6. EXISTING SETBACKS, BUILDING CORNERS AND OUTLET UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO LANDSCAPE ARCHITECT BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEER DRAWINGS FOR ADDITIONAL INFORMATION.

IRRIGATION NOTES:

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL PLANTING AREAS. DRAIN SPRINKLER SYSTEMS AND MAINS IS PROHIBITED.
2. IRRIGATION SYSTEMS SHALL BE MAINTAINED AND REPAIRED AS NECESSARY.
3. ALL PLANTING AREAS TO BE FULLY IRRIGATED.
4. IRRIGATION SYSTEMS SHALL BE A SELF-AUTOMATIC CONTROL SYSTEM.
5. ANY EXISTING PLANTING DAMAGED DURING CONSTRUCTION IS TO BE REPLACED AT NO COST TO THE OWNER.
6. IF THE IRRIGATION SYSTEM IS DAMAGED OR TURNED OFF DURING CONSTRUCTION ACTIVITIES, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR WATER AND PLANT MATERIAL AS NEEDED.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY EXISTING UTILITIES ON THE SITE WHICH REQUIRE INSTALLATION AS SHOWN ON THESE DRAWINGS.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PINE PRUNING AND REMOVAL OF PINES PRIOR TO PLANTING IN ALL AREAS.
5. PINE PRUNING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPWORK REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING.
6. ALL PLANT MATERIALS LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
7. LANDSCAPE CONTRACTOR TO PROVIDE STEEL RODS (REFER TO MATERIALS) (PUSH BETWEEN ALL PLANTING AREAS AND LAWN AREAS).
8. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES SHOWN IN THE PLANT LIST AND SHALL BE INSPECTED (CHECKED ACCORDINGLY WITH THE AMERICAN STANDARD FOR MEASURING STOCK) LATEST EDITION AND BEAN A SUCCESSION OF INSPECTIONS THROUGHOUT. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY CONSTRUCTION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMMODATE ALL PLANTING OPERATIONS.
10. ALL NEW PLANTING AREAS TO BE ORDERED FOR SPECIFICATIONS.
11. ANY PLANT MATERIAL THAT DOES NOT GROWING SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
12. PLANT MATERIAL SHALL BE PROVIDED AS NECESSARY TO CONTROL SODS BUT NOT TO ENHANCE THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT TO CONFORM FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS COVERAGE WHERE REQUIRED.
13. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRUCKS, WHEELS, DRUMS, AND DEAD PLANT MATERIAL.
14. ALL LINE STAKES SHALL BE 3/8" DIAMETER AND SHALL BE PROTECTED FROM DAMAGE BY REMOVAL FROM PLANTING AREAS TO A DEPTH OF 24" AND REPLACED WITH ORGANIC IMPERMEABLE TUBES. P.L.
15. THREE (3) INCHES DIAMETER PINE TREES AND PINE TREES SHALL BE 3" MINIMUM CLEAR TRUNK HEIGHT TO MEET ACCESSIBILITY STANDARDS. THREE (3) INCHES DIAMETER PINE TREES, DRINK ASHES, AND PINE TREES SHALL HAVE A 4" MINIMUM CLEAR TRUNK HEIGHT.
16. CONTRACTOR TO PROVIDE 12 MONTH MAINTENANCE AND MAINTENANCE AFTER ALL CONSTRUCTION IS COMPLETE.
17. ALL PINE REMOVED BY CONSTRUCTION ACTIVITY (NOT PRESENT IN PLANTING PLANS) TO BE CLEARED, PINE GRADIOS PER SPECIFICATIONS AND PLANTED WITH PLANTS TO MATCH EXISTING OR SPECIES WITH SIMILAR GRADES, REF. SPECIFICATIONS.

CLARIFICATIONS / EXCLUSIONS:

1. SITE LIGHTING TO BE INCLUDED IN MEP PLANS
2. STRUCTURAL WALLS / FOOTINGS TO BE INCLUDED IN STRUCTURAL PLANS
3. GRADE STRUCTURES TO BE INCLUDED IN ARCH PLANS
4. SITE AMENITIES (SCULPTURE, FOUNTAINS, ART, PLAY EQUIPMENT, ETC) SHOWN FOR CONCEPT AND LOCATION ONLY. FINAL PRODUCT TO BE DETERMINED BY OTHERS.

ALLOWANCES:

1. PROVIDE ALLOWANCE FOR PIPES OF ALL LANDSCAPE DRAINS NOT SHOWN IN CIVIL STORM PLANS. ALL DRAIN PIPES TO CONNECT TO STORM DRAIN SYSTEM, ADEQUATE # PVC CONNECTION FROM INLET TO MAIN STORM LINE. REF CIVIL FOR STORM LINE LOCATIONS.
2. UNDERGROUND IRRIGATION SYSTEM FOR ALL LANDSCAPE AREAS.

ALTERNATES (DEDUCTS):

1. REMOVE WETLANDS AREA
2. REMOVE WATER PLANTING
3. REMOVE SANDY STRUCTURE (BY ARCH)
4. REMOVE GAS FIRE PIT & GAS LINE
5. REMOVE PINE 10/12

MATERIAL LEGEND:

PAVING

**P-1** CONCRETE FINISH (STANDARD)  
 COLOR: NATURAL GRAY  
 FINISH: NICHEAN BROOM FINISH  
 CONTROL JOINTS: SAWCUT 1/4" DEPTH OF CONCRETE @ REGULAR INTERVALS (TYPICAL)  
 JOINT SPACING TO EQUAL TO WIDTH OF WALKWAY  
 JOINTS: GENERALLY 30' O.C. MAX. (SEE PLANS FOR LOCATION)  
 DIVISION JOINTS: COLOR TO MATCH CONCRETE  
 JOINT SEALANT: MCKINNEY 1/2 GALANT SAMPLE

**P-2** CONCRETE FINISH (FORMED IN PLACE)  
 COLOR: NATURAL GRAY  
 FINISH: NICHEAN BROOM FINISH  
 CONTROL JOINTS: SAWCUT 1/4" DEPTH OF CONCRETE @ REGULAR INTERVALS (TYPICAL)  
 JOINT SPACING TO EQUAL TO WIDTH OF WALKWAY  
 JOINTS: GENERALLY 30' O.C. MAX. (SEE PLANS FOR LOCATION)  
 DIVISION JOINTS: COLOR TO MATCH CONCRETE  
 JOINT SEALANT: MCKINNEY 1/2 GALANT SAMPLE

**P-3** CONCRETE EDGING / BORDER  
 MATERIAL: RECYCLED CONCRETE FINISH FROM PROJECT SITE  
 SIZE: 12" x 12" x 4" HIGH  
 LENGTH: 12" TO 24"  
 CONTROL JOINTS: SAWCUT 1/4" DEPTH OF CONCRETE @ REGULAR INTERVALS (TYPICAL)  
 JOINT SPACING TO EQUAL TO WIDTH OF WALKWAY  
 JOINTS: GENERALLY 30' O.C. MAX. (SEE PLANS FOR LOCATION)  
 DIVISION JOINTS: COLOR TO MATCH CONCRETE  
 JOINT SEALANT: MCKINNEY 1/2 GALANT SAMPLE

**P-4** VOID

**P-5** ADA PAVEMENT  
 TYPE: CONCRETE PAVEMENT (ACCESSIBLE CURB RAMP)  
 MANUFACTURER: NICHEAN  
 STYLE: ADA COMPLIANT  
 COLOR: CHARCOAL  
 FINISH: FRAGILE  
 JOINTS: TRANSCUTED CONCRETE  
 SIZE: POPPERMAN 1/2" JOINTS  
 PATTERN: RUNNING RIDGE  
 SAND SET ON P CONCRETE SURFACE, REF. DETAILS  
 INSTALL: JOHN GUESSA (972) 491-8100  
 CONTACT: COLOR SAMPLE 1/2 GALANT SAMPLE, MCKINNEY  
 APPROVAL:

**P-6** REINFORCED BARK ROAD TIMBERS (STRIPPING PINE) (NOCC FIBER)  
 TYPE: REINFORCED BARK ROAD TIMBERS, TO BE SAVED DURING SITE DEMOLITION  
 SIZE: VARYING LENGTHS  
 FINISH: VARYING ON SITE  
 INSTALL: TO BE CLEARED OF SODS TO CREATE SAFE SURFACE  
 APPROVAL: MCKINNEY

**P-7** STREETCANE SIDEWALK COURSE / GREEN / ANTIWEAR  
 TYPE: CONCRETE PAVING  
 NOTE: NOT IN CONTRACT. SIDEWALKS TO BE DESIGNED AND INSTALLED IN ADJACENT CONSTRUCTION PROJECTS BY CITY OF MCKINNEY

WALL SYSTEMS / FINISHES

**W-1** CONCRETE BLOCK (RETAINING WALL)  
 MATERIAL: CONCRETE BLOCK (SETTING ON SITE)  
 COLOR & FINISH: CONCRETE, FORMER FINISH / CLEAN SURFACE  
 SIZE: 12" x 12" x 8" HIGH  
 JOINTS: 1/2" MAX WIDTH, 3/8" LONG  
 FINISH: NICHEAN 1/2" DEPTH COMPACTED FORMER SURFACE PER DETAILS  
 INSTALL: MCKINNEY, DRIP DRAININGS  
 APPROVAL:

**W-2** CONCRETE BLOCK (RETAINING WALL)  
 MATERIAL: CONCRETE BLOCK (SETTING ON SITE)  
 COLOR & FINISH: CONCRETE, FORMER FINISH / CLEAN SURFACE  
 SIZE: 12" x 12" x 8" HIGH  
 JOINTS: 1/2" MAX WIDTH, 3/8" LONG  
 FINISH: NICHEAN 1/2" DEPTH COMPACTED FORMER SURFACE PER DETAILS  
 INSTALL: MCKINNEY, DRIP DRAININGS  
 APPROVAL:

**W-3** CONCRETE BLOCK (RETAINING WALL)  
 MATERIAL: CONCRETE BLOCK (SETTING ON SITE)  
 COLOR & FINISH: CONCRETE, FORMER FINISH / CLEAN SURFACE  
 SIZE: 12" x 12" x 8" HIGH  
 JOINTS: 1/2" MAX WIDTH, 3/8" LONG  
 FINISH: NICHEAN 1/2" DEPTH COMPACTED FORMER SURFACE PER DETAILS  
 INSTALL: MCKINNEY, DRIP DRAININGS  
 APPROVAL:

**W-4** CONCRETE BLOCK (STEPS)  
 MATERIAL: CONCRETE BLOCK (SETTING ON SITE)  
 COLOR & FINISH: CONCRETE, FORMER FINISH / CLEAN SURFACE  
 SIZE: 24" HIGH, 18" WIDE, 36" LONG  
 JOINTS: 1/2" MAX WIDTH FOR WALKABLE SURFACE  
 FINISH: NICHEAN 1/2" DEPTH COMPACTED FORMER SURFACE PER DETAILS  
 INSTALL: MCKINNEY, DRIP DRAININGS  
 APPROVAL:

**W-5** STONE BOLLERS  
 MATERIAL: LIMESTONE BOLLERS  
 COLOR: VARYING  
 SIZE: VARYING 12" MAX WIDE, LENGTH AND HEIGHT  
 FINISH: SET ON COMPACTED GRAVEL, WALK PER DETAILS  
 INSTALL: CUT SHIRT, SAND, MCKINNEY  
 APPROVAL:

**W-6** STONE BOLLERS  
 MATERIAL: LIMESTONE BOLLERS  
 COLOR: VARYING  
 SIZE: VARYING 12" MAX WIDE, LENGTH AND HEIGHT  
 FINISH: SET ON COMPACTED GRAVEL, WALK PER DETAILS  
 INSTALL: CUT SHIRT, SAND, MCKINNEY  
 APPROVAL:

AGGREGATES

**AG-1** RECYCLED GRANITE  
 TYPE: CONCRETE GRANITE  
 COLOR: GREEN  
 SIZE: 7/8" (SEE APPROX. 1/2" (SEE 85A INETS)  
 FINISH: 10% FINE (SEE 85A INETS)  
 SUPPLIER: 10% FINE (SEE 85A INETS)  
 MANUFACTURER: 10% FINE (SEE 85A INETS)  
 RECOMMENDATIONS AND SPECIFICATIONS: 10% FINE (SEE 85A INETS)  
 REF. DETAILS: 10% FINE (SEE 85A INETS)  
 METALL: 10% FINE (SEE 85A INETS)  
 INSTALL: 10% FINE (SEE 85A INETS)  
 APPROVAL: 10% FINE (SEE 85A INETS)

**AG-2** GRAVEL  
 TYPE: DUSTY GRAVEL ON SITE  
 SIZE: SCREEN MATERIAL ON SITE MATERIAL (1/2" MIN WIDTH 3/4" MAX)  
 FINISH: 10% FINE (SEE 85A INETS)  
 SUPPLIER: 10% FINE (SEE 85A INETS)  
 MANUFACTURER: 10% FINE (SEE 85A INETS)  
 RECOMMENDATIONS AND SPECIFICATIONS: 10% FINE (SEE 85A INETS)  
 REF. DETAILS: 10% FINE (SEE 85A INETS)  
 METALL: 10% FINE (SEE 85A INETS)  
 INSTALL: 10% FINE (SEE 85A INETS)  
 APPROVAL: 10% FINE (SEE 85A INETS)

SITE AMENITIES

**A-1** CAPP TABLES (AT DRIVING COURTYARDS)  
 TYPE: (BY OWNER)

**A-2** FENCE TABLES  
 TYPE: (BY OWNER)

**A-3** LITTER / RECYCLING RECEPTACLES  
 TYPE: (BY OWNER)

**A-4** ANTIROCK CHAIRS  
 TYPE: (BY OWNER)

**A-5** CAPP TABLES (AT SEATING AREAS)  
 TYPE: (BY OWNER)

**A-6** FIRE PIT  
 TYPE: (BY OWNER)  
 NOTE: PROVIDE GAS LINE TO EACH LOCATION. REF CIVIL / MEP

DRAINS

**D-1** HARGRAVE / TURF AREA DRAIN  
 MODEL: T80  
 SIZE: 12" SQUARE  
 FINISH: CAST IRON  
 COLOR: BLACK  
 SUPPLIER: NDS OR APPROVED EQUAL  
 BASE: 12" ADAPTOR, REF CIVIL FOR PVP CONNECTION  
 NOTE: 12" MAX GRADE DRAINAGE TO BE ASK COMPLIANT  
 CUT SHEET

**D-2** PLANTER DRAIN  
 MODEL: T80  
 SIZE: 12" SQUARE  
 COLOR: BLACK  
 FINISH: CAST IRON  
 SUPPLIER: NDS OR APPROVED EQUAL  
 BASE: 12" ADAPTOR, REF CIVIL FOR PVP CONNECTION  
 NOTE: 12" MAX GRADE DRAINAGE TO BE ASK COMPLIANT  
 CUT SHEET

METAL

**M-1** WELDED WIRE PERMETAL FENCE (POST AND FRAME)  
 MATERIAL: STEEL TUBE  
 SIZE: 2" x 2" x 1/8" GAUGE (STRUCTURAL) TO VERIFY IN FINAL DEDS  
 FINISH: GALVANNEZED  
 INSTALL: BALANCED  
 SUPPLIER: NDS OR APPROVED EQUAL  
 CONTACT: NDS OR APPROVED EQUAL  
 APPROVAL: NDS OR APPROVED EQUAL

**M-2** WELDED WIRE  
 MATERIAL: WELDED WIRE MESH  
 PATTERN: 2" SQUARE OPENING  
 FINISH: GALVANNEZED  
 INSTALL: BALANCED  
 SUPPLIER: NDS OR APPROVED EQUAL  
 CONTACT: NDS OR APPROVED EQUAL  
 APPROVAL: NDS OR APPROVED EQUAL

**M-3** STEEL POST FENCE  
 MATERIAL: STEEL TUBE  
 SIZE: 1" DIA. 3/8" WALL THICKNESS  
 FINISH: GALVANNEZED  
 INSTALL: IN CONCRETE FOOTING, REF. DETAILS  
 SUPPLIER: NDS OR APPROVED EQUAL  
 CONTACT: NDS OR APPROVED EQUAL  
 APPROVAL: NDS OR APPROVED EQUAL

**M-4** HANDBRAKE  
 MATERIAL: 304 STAINLESS STEEL (REF ARCH)  
 SIZE: 1" x 1" DIA.  
 FINISH: POLISHED  
 INSTALL: DRIP DRAININGS

**M-5** STEEL EDGE  
 MATERIAL: 1/2" x 1/2" x 1/8" STEEL PLATE  
 COLOR: POLISHED  
 SIZE: 1/2" x 1/2" x 1/8"  
 INSTALL: FLUSH AND LEVEL  
 REF. DETAILS

WOOD

**WD-1** WOOD FENCE FRAME  
 MATERIAL: CEDAR  
 FINISH: T80  
 NOTE: USE 1/2" W/ 1/8" THICKNESS OF FINISH

MISCELLANEOUS

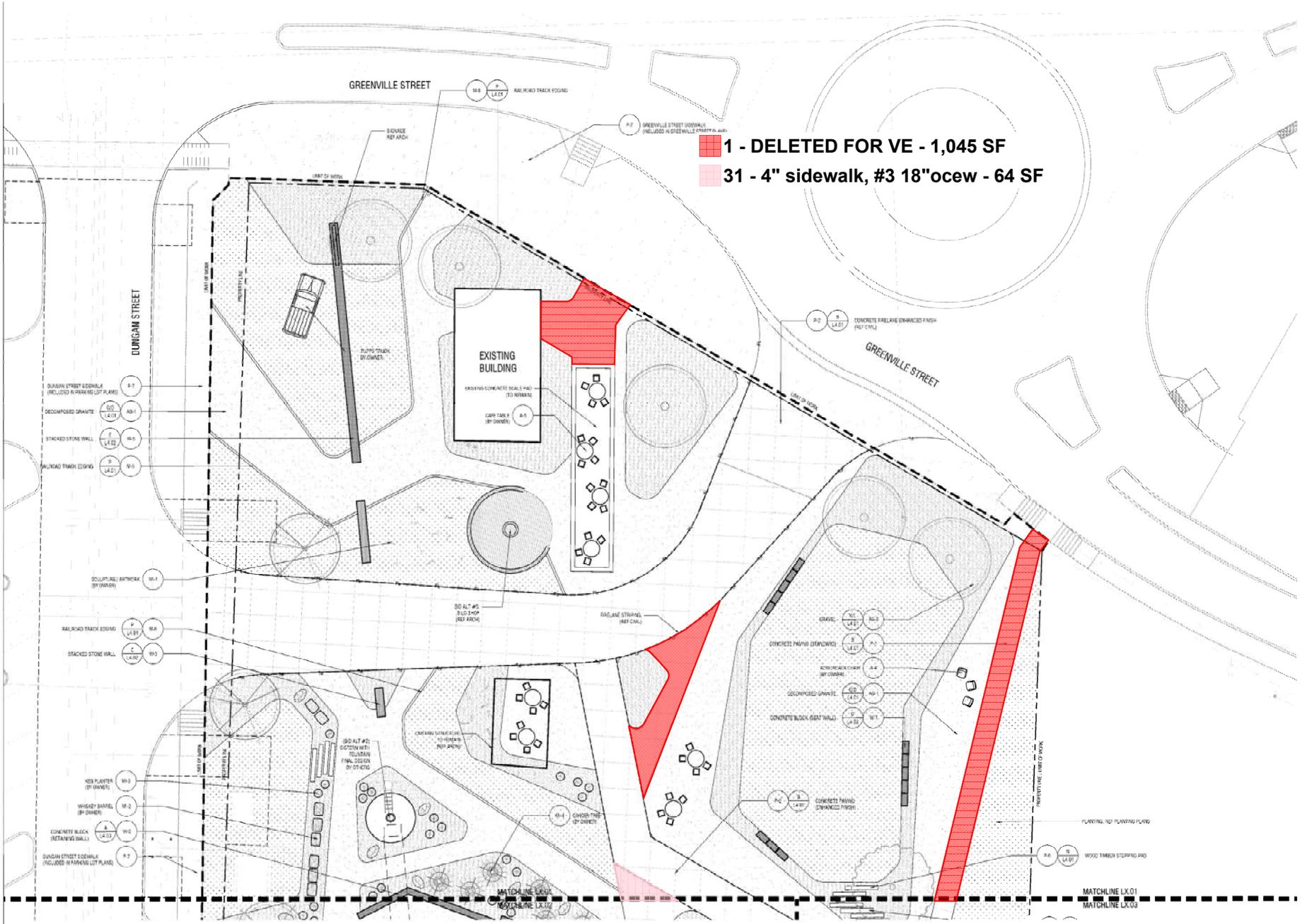
**M-1** NETWORK / SCULPTURE  
 TYPE: (BY OWNER)  
 FINAL LOCATION: T80  
 CONCRETE FOOTING: BY OTHERS

**M-2** WINEBERRY BARRI  
 TYPE: (BY OWNER)

**M-3** KED PLANTER  
 TYPE: (BY OWNER)

**M-4** CANCEL TREES  
 TYPE: (BY OWNER)

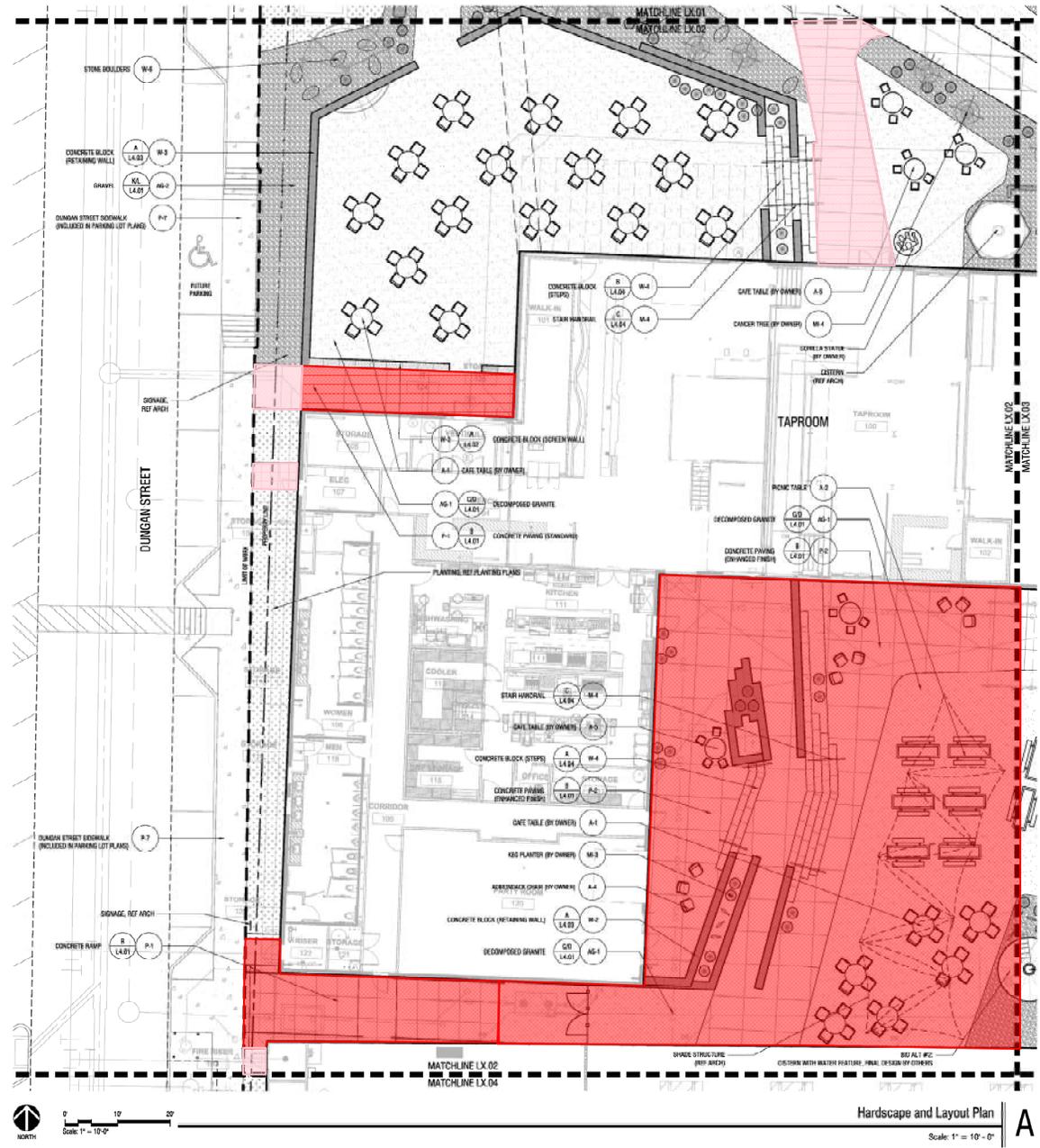
- 1 - DELETED FOR VE - 1,045 SF
- 31 - 4" sidewalk, #3 18"ocew - 64 SF



Hardscape and Layout Plan  
Scale: 1" = 10' - 0"

A

- 1 - DELETED FOR VE - 7,528 SF
- 31 - 4" sidewalk, #3 18"ocew - 704 SF



Hardscape and Layout Plan  
Scale: 1" = 10' - 0"

ISSUED FOR OMP  
8% CONSTRUCTION DOCUMENTS

**Kimley+Horn**  
INCORPORATED  
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07.01.2021

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ARCHITECTURE & DESIGN

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**TUPPS BREWERY - TAP ROOM**  
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8% CONSTRUCTION DOCUMENTS

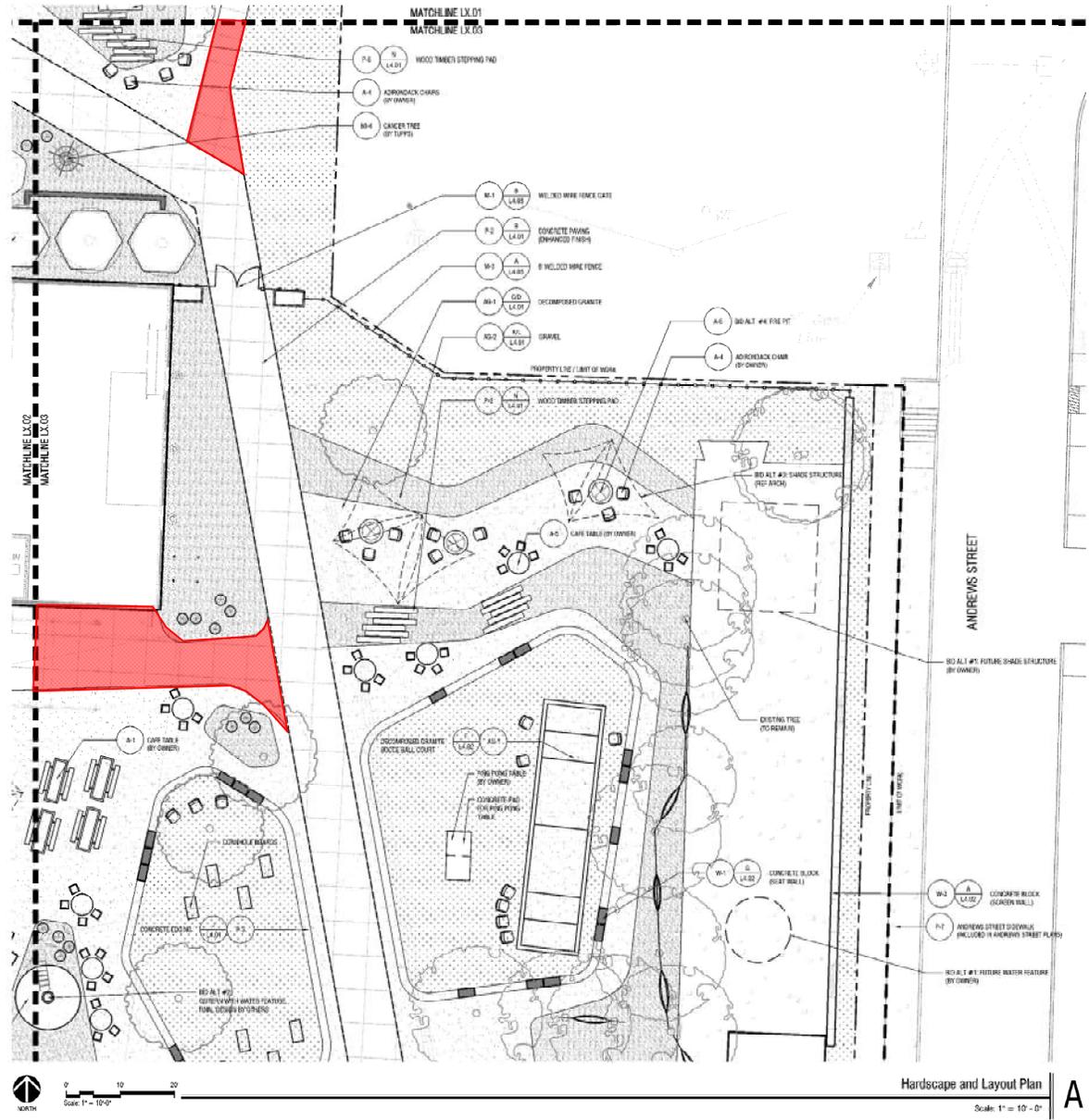
PROJECT NUMBER  
2006

07.01.2021

TITLE  
HARDSCAPE AND LAYOUT PLAN

PROJECT NUMBER  
**L2.02**

1 - DELETED FOR VE - 756 SF



ISSUED FOR GMP  
MIL CONSTRUCTION DOCUMENTS



07.01.2021  
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 972.392.9747  
 conduit.com

**Kinley & Horn**  
 ARCHITECTS, PLLC  
 2000 W. PARKWAY, SUITE 1000  
 FORT WORTH, TEXAS 76102  
 PHONE: 817.331.1111

**TUPPS BREWERY - TAP ROOM**  
 402 E. LOUISIANA ST., MCKINNEY, TX 75069

DATE	DESCRIPTION
07/01/2021	ISSUED FOR GMP MIL CONSTRUCTION DOCUMENTS

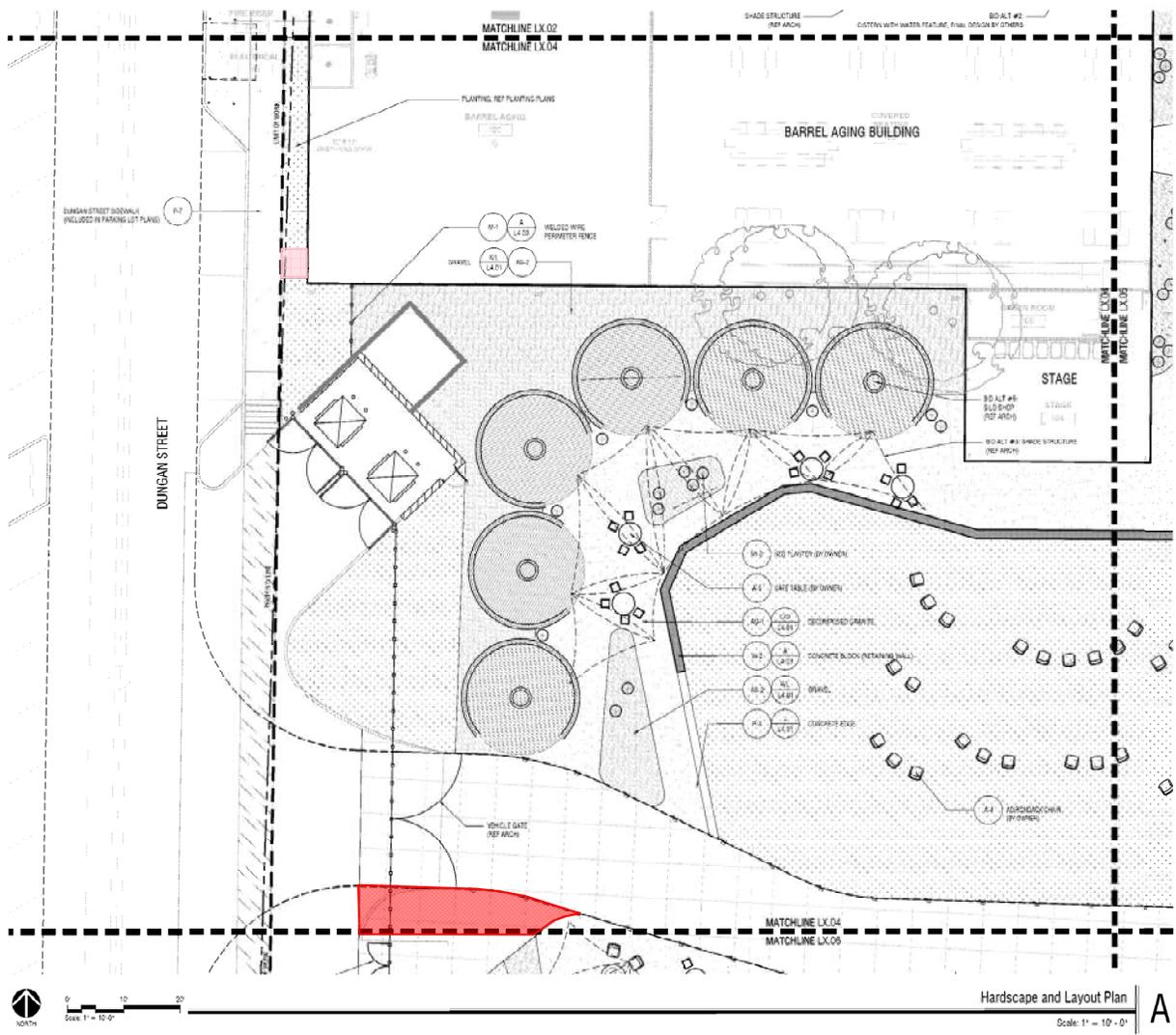
PROJECT NUMBER  
2006

DATE  
07.01.2021

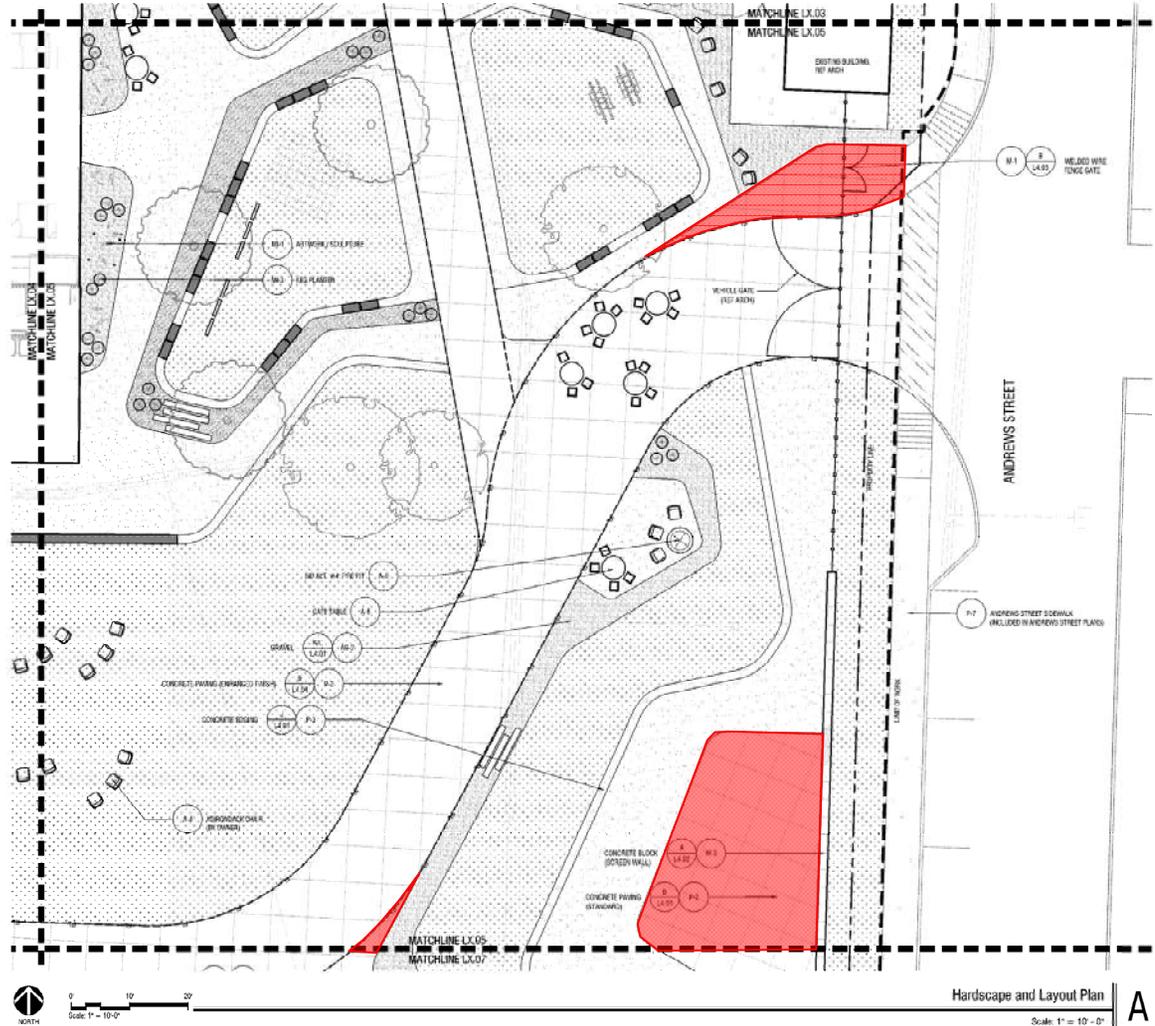
SHEET TITLE  
HARDSCAPE AND LAYOUT PLAN

**L2.03**

- 1 - DELETED FOR VE - 274 SF
- 31 - 4" sidewalk, #3 18"ocew - 23 SF



1 - DELETED FOR VE - 1,286 SF



Hardscape and Layout Plan A  
Scale: 1" = 10'-0"

ISSUED FOR GMP  
S&P CONSTRUCTION DOCUMENTS

**Kimley-Horn**  
INCORPORATED  
711 Tennessee St.  
McKinney, TX 75069  
972.302.9747

07.01.2021

THE CLIENT AND THE OWNER HAVE REVIEWED THE DRAWINGS AND ALL INFORMATION CONTAINED HEREIN AND HAVE APPROVED THE SAME. THE CLIENT AND THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER.

**conduit**  
CONSTRUCTION DESIGN

711 Tennessee St.  
McKinney, TX 75069  
972.302.9747

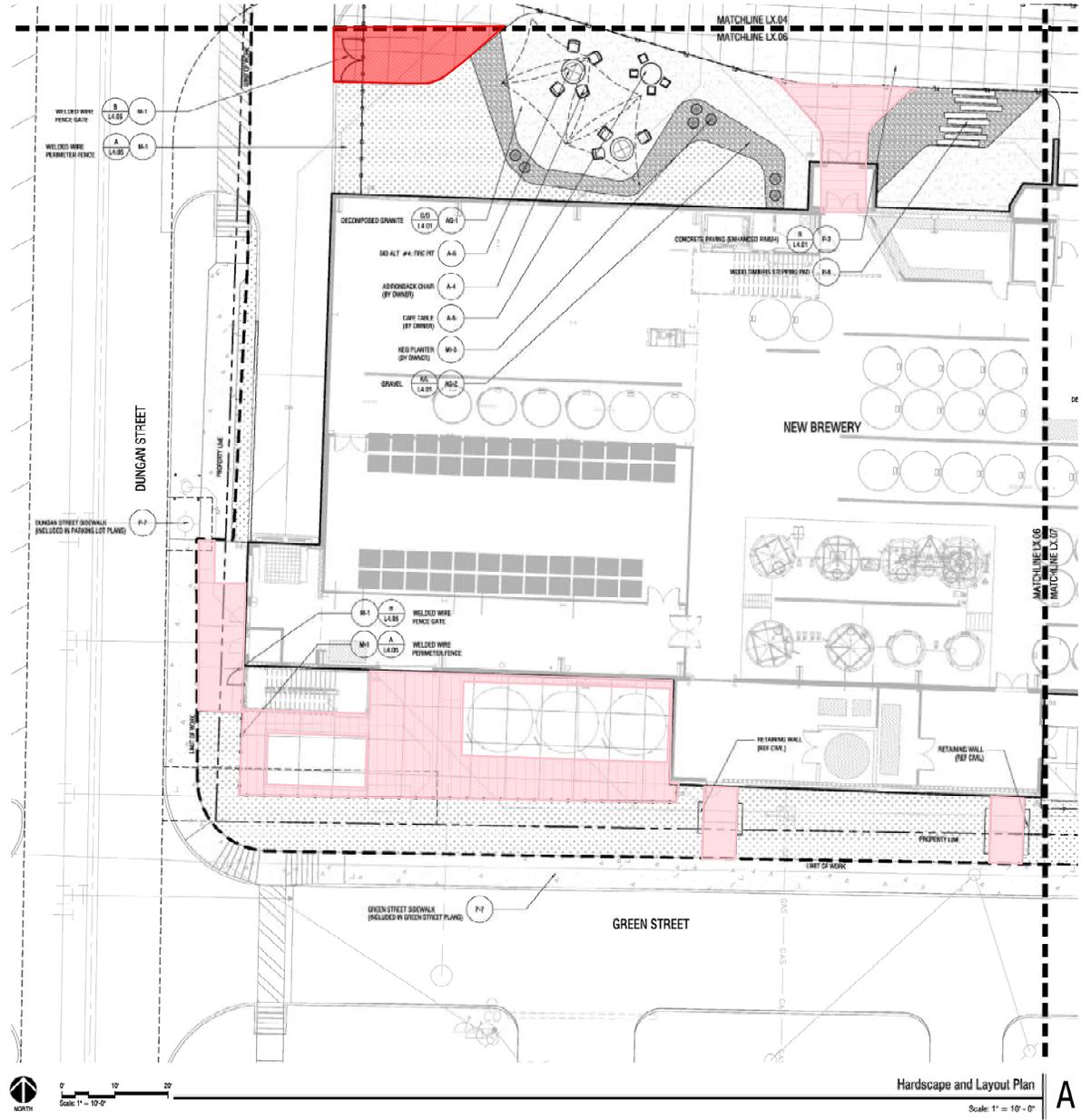
**Kimley-Horn**  
INCORPORATED  
711 Tennessee St.  
McKinney, TX 75069  
972.302.9747

**TUPPS BREWERY - TAP ROOM**  
402 E. LOUISIANA ST., MCKINNEY, TX 75069

DATE	DESCRIPTION
07/01/2021	ISSUED FOR GMP S&P CONSTRUCTION DOCUMENTS
2006	PROJECT NUMBER
07.01.2021	DATE
HARDSCAPE AND LAYOUT PLAN	SHEET TITLE

**L2.05**

- 1 - DELETED FOR VE - 275 SF
- 31 - 4" sidewalk, #3 18"ocew - 1,680 SF



ISSUED FOR OMP  
WFL CONSTRUCTION DOCUMENTS

**Kimley+Horn**

PLA. ARCH. ENGR. LANDSCAPE ARCH. CIVIL

711 Tennessee St. | McKinney, TX 75069

1-972-302-8747 | [kimleyhorn.com](http://kimleyhorn.com)

07.01.2021

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**Kimley+Horn**  
ARCHITECTURE • CIVIL • LANDSCAPE ARCHITECTURE

711 Tennessee St. | McKinney, TX 75069  
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**TUPPS BREWERY - TAP ROOM**

402 E. LOUISIANA ST., MCKINNEY, TX 75069

06/15/2021 ISSUED FOR OMP  
WFL CONSTRUCTION DOCUMENTS

PROJECT NUMBER  
2006

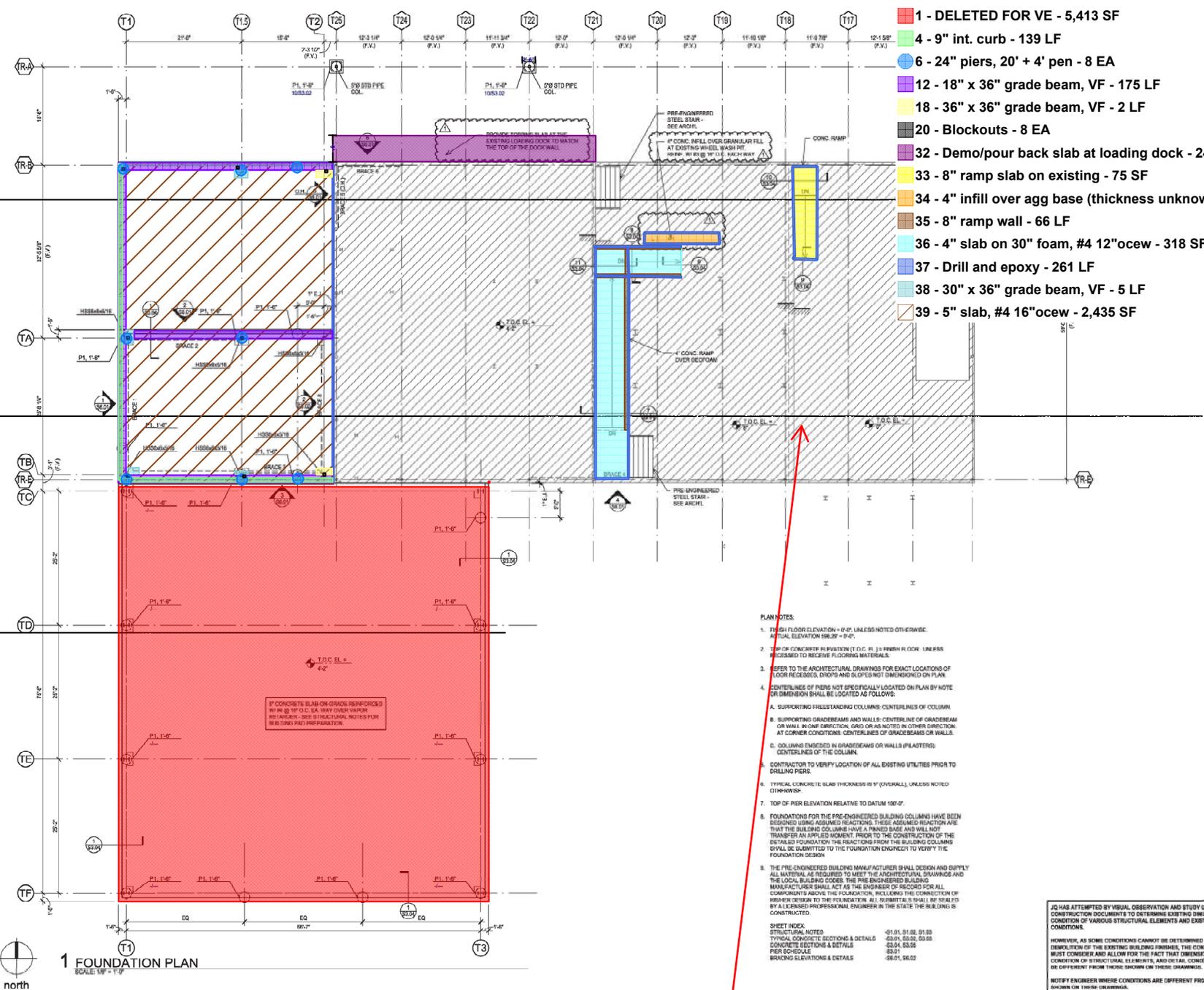
DATE  
07.01.2021

SHEET TITLE  
HARDSCAPE AND LAYOUT PLAN

Scale: 1" = 10'-0"

A





- 1 - DELETED FOR VE - 5,413 SF
- 4 - 9" int. curb - 139 LF
- 6 - 24" piers, 20' + 4' pen - 8 EA
- 12 - 18" x 36" grade beam, VF - 175 LF
- 18 - 36" x 36" grade beam, VF - 2 LF
- 20 - Blockouts - 8 EA
- 32 - Demo/pour back slab at loading dock - 242 SF
- 33 - 8" ramp slab on existing - 75 SF
- 34 - 4" infill over agg base (thickness unknown) - 28 SF
- 35 - 8" ramp wall - 66 LF
- 36 - 4" slab on 30" foam, #4 12"ocw - 318 SF
- 37 - Drill and epoxy - 261 LF
- 38 - 30" x 36" grade beam, VF - 5 LF
- 39 - 5" slab, #4 16"ocw - 2,435 SF

**PLAN NOTES**

1. FINISH FLOOR ELEVATION = 0'-0", UNLESS NOTED OTHERWISE. ACTUAL ELEVATION 0.028' = 0'-0".
2. TOP OF CONCRETE FLOOR SLAB (T.O.C.F.) IS FINISH FLOOR. LINE RISS NECESSARY TO RECEIVE FLOORING MATERIALS.
3. REFER TO THE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF FLOOR RECESSES, DROPS AND GLOFFETS NOT DIMENSIONED ON PLAN.
4. CENTERLINES OF PIERS NOT SPECIFICALLY LOCATED ON PLAN BY NOTE OR DIMENSION SHALL BE LOCATED AS FOLLOWS:
  - A. SUPPORTING FREESTANDING COLUMNS: CENTERLINES OF COLUMN.
  - B. SUPPORTING GRADEBEAMS AND WALLS: CENTERLINE OF GRADEBEAM OR WALL IN PLAN OR CENTERLINE OR CENTERLINE IN OTHER DIRECTION AT CORNER CONDITIONS; CENTERLINES OF GRADEBEAMS OR WALLS.
  - C. COLUMNS EMBEDDED IN GRADEBEAMS OR WALLS (PLASTER): CENTERLINES OF THE COLUMN.
5. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CASTING PIERS.
6. TYPICAL CONCRETE SLAB THICKNESS IS 9" (OVERALL), UNLESS NOTED OTHERWISE.
7. TOP OF PIER ELEVATION RELATIVE TO DATUM 100'-0".
8. FOUNDATIONS FOR THE PRE-ENGINEERED BUILDING COLUMNS HAVE BEEN DESIGNED USING ASSUMED REACTIONS. THESE ASSUMED REACTIONS ARE THAT THE BUILDING COLUMNS HAVE A FIXED BASE AND WILL NOT TRANSFER AN APPLIED MOMENT. PRIOR TO THE CONSTRUCTION OF THE DETAILED FOUNDATION THE REACTIONS FROM THE BUILDING COLUMNS SHALL BE SUBMITTED TO THE FOUNDATION ENGINEER TO VERIFY THE FOUNDATION DESIGN.
9. THE PRE-ENGINEERED BUILDING MANUFACTURER SHALL DESIGN AND SUPPLY ALL MATERIAL AS REQUIRED TO MEET THE ARCHITECTURAL DRAWINGS AND THE LOCAL BUILDING CODES. THE PRE-ENGINEERED BUILDING MANUFACTURER SHALL ACT AS THE ENGINEER OF RECORD FOR ALL COMPONENTS ABOVE THE FOUNDATION, INCLUDING THE CONNECTION OF PIERER DESIGN TO THE FOUNDATION. ALL SUBMITTALS SHALL BE REVIEWED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE THE BUILDING IS CONSTRUCTED.

**SHEET INDEX**

STRUCTURAL NOTES	-01.01, 01.02, 01.03
TYPICAL CONCRETE SECTIONS & DETAILS	-03.01, 03.02, 03.03
CONCRETE SECTIONS & DETAILS	-03.04, 03.05
PIER SCHEDULE	-03.01, 03.02
BRACING ELEVATIONS & DETAILS	-05.01, 05.02

1 FOUNDATION PLAN  
SCALE 1/8" = 1'-0"

Spot patch cement to comply with ADA accessibility standards throughout tap room building

**INTERIM REVIEW COMMENTS**

FOR GMP PER: THESE DOCUMENTS: 7/01/2021

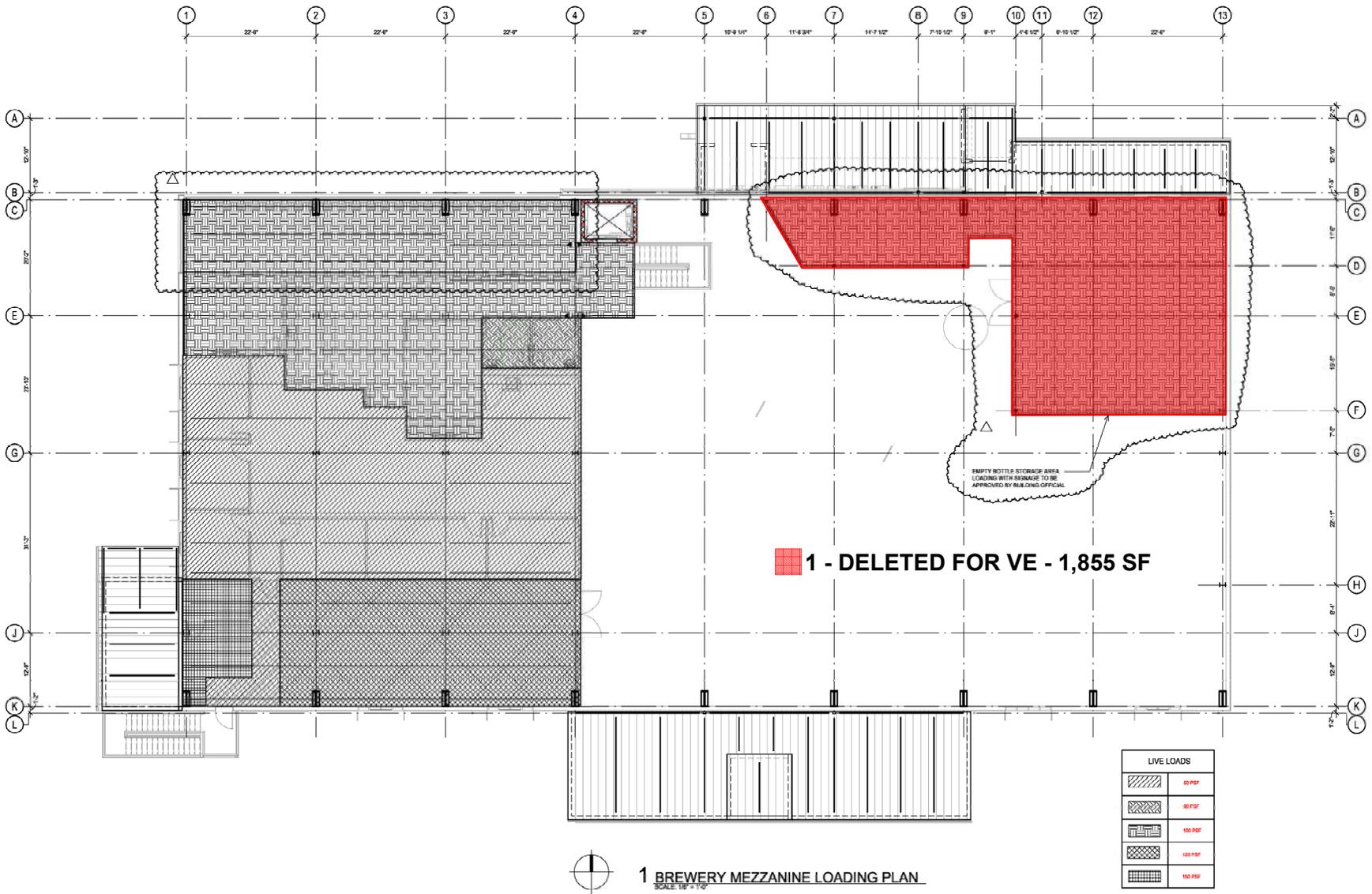
ADP ARCHITECTURE  
17500 W. HUNTERS GREEN BLVD. SUITE 1000  
DALLAS, TX 75244  
TEL: 972.400.0000  
WWW.ADPARCHITECTURE.COM

ADP ARCHITECTURE + design  
7111 N. Tennessee St  
Dallas, TX 75244  
TEL: 972.400.0044  
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7111 N. Tennessee St  
Dallas, TX 75244  
TEL: 972.400.0044  
WWW.ADPARCHITECTURE.COM

**TUPPS BREWERY - TAP ROOM**  
402 E. LOUISIANA ST, MCKINNEY, TX 75069

DATE: 07.01.2021  
PROJECT NUMBER: 2006  
SHEET TITLE: FOUNDATION PLAN  
SHEET NUMBER: S2.01



**1 - DELETED FOR VE - 1,855 SF**

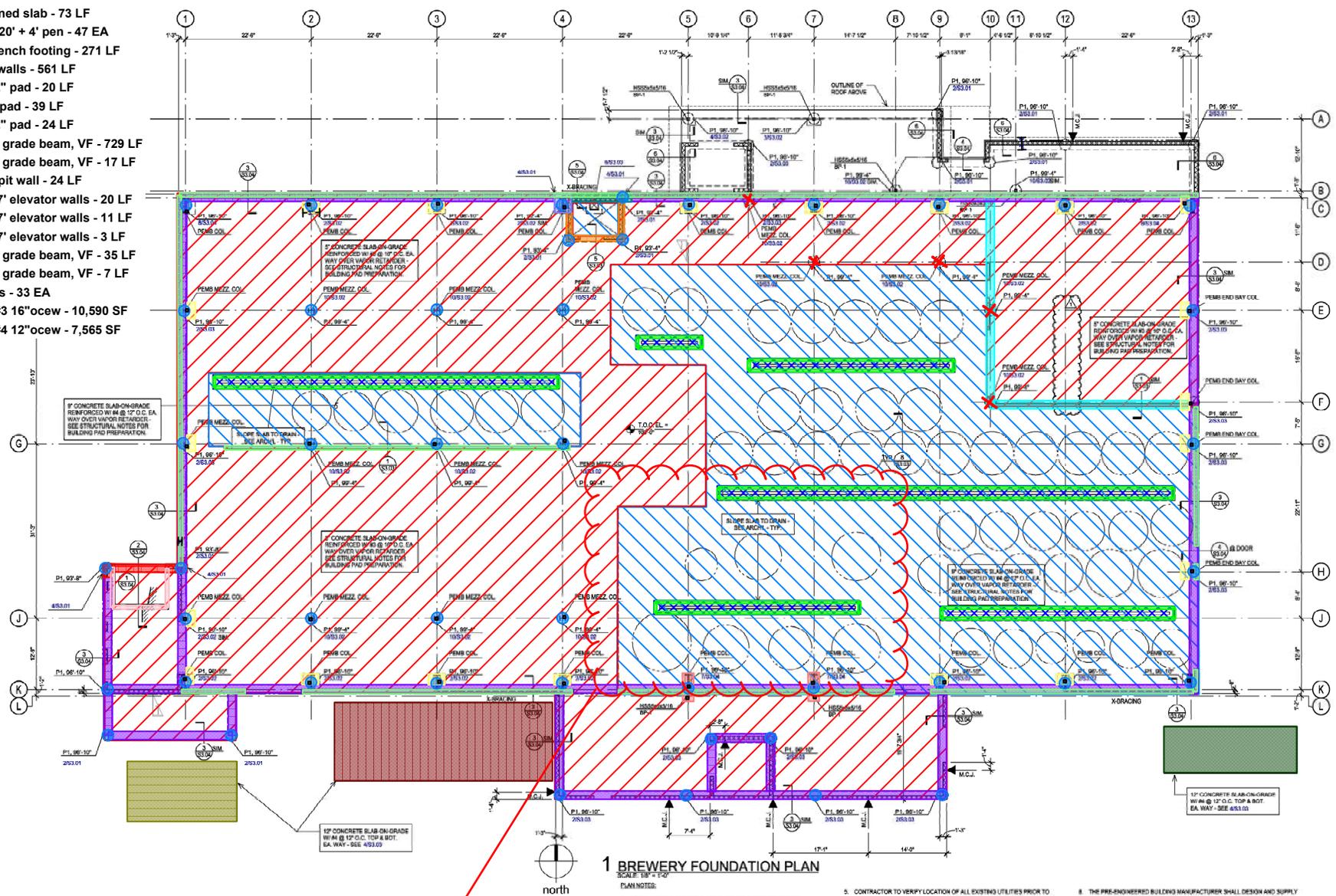
LIVE LOADS	
	50 PSF
	60 PSF
	100 PSF
	120 PSF
	160 PSF



**1 BREWERY MEZZANINE LOADING PLAN**  
SCALE: 1/8" = 1'-0"

NOTE: LOADING PLAN IS FOR PERMIT SCOPE ONLY. DEAD LOADS SHALL BE SELF-WEIGHT OF STRUCTURE PLUS A SUPERIMPOSED DEAD LOAD OF 8 PSF.

- 4 - 9" int. curb - 498 LF
- 5 - 18" thickened slab - 73 LF
- 6 - 24" piers, 20' + 4' pen - 47 EA
- 7 - 30" x 8" trench footing - 271 LF
- 8 - 6" trench walls - 561 LF
- 9 - 10.75' x 12" pad - 20 LF
- 10 - 14' x 12" pad - 39 LF
- 11 - 8.25' x 12" pad - 24 LF
- 12 - 18" x 36" grade beam, VF - 729 LF
- 13 - 18" x 72" grade beam, VF - 17 LF
- 14 - 8" levler pit wall - 24 LF
- 15 - 12" x 6.67" elevator walls - 20 LF
- 16 - 18" x 7.67" elevator walls - 11 LF
- 17 - 36" x 7.67" elevator walls - 3 LF
- 18 - 36" x 36" grade beam, VF - 35 LF
- 19 - 24" x 36" grade beam, VF - 7 LF
- 20 - Blockouts - 33 EA
- 21 - 5" slab, #3 16"ocw - 10,590 SF
- 22 - 9" slab, #4 12"ocw - 7,565 SF



**1 BREWERY FOUNDATION PLAN**  
SCALE: 1/8" = 1'-0"

- PLAN NOTES:**
1. FINISH FLOOR ELEVATION IS 100.00', UNLESS NOTED OTHERWISE. ACTUAL FINISH FLOOR IS 100.00'
  2. TOP OF CONCRETE ELEVATION (7 O.C. E.L.) - FINISH FLOOR, UNLESS RECESSED TO RECEIVE FLOORING MATERIALS.
  3. REFER TO THE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF FLOOR RISERS, BEAMS AND SLOPES NOT DIMENSIONED ON PLAN.
  4. CENTERLINES OF PIERS NOT SPECIFICALLY LOCATED ON PLAN BY NOTE OR DIMENSION SHALL BE LOCATED AS FOLLOWS:
    - A. SUPPORTING FREE-STANDING COLUMNS: CENTERLINES OF COLUMN
    - B. SUPPORTING GRADEBEAMS AND WALLS: CENTERLINE OF GRADEBEAM OR WALL IN ONE DIRECTION, GRID OR AS NOTED IN OTHER DIRECTION, AT DOWNER CONDITIONS. CENTERLINES OF GRADEBEAM OR WALLS
    - C. COLUMNS EMBEDDED IN GRADEBEAMS OR WALLS (PLANTERS): CENTERLINES OF THE COLUMN.
  5. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCEL AND PIERS.
  6. TYPICAL CONCRETE SLAB THICKNESS IS 5" (OVERALL), UNLESS NOTED OTHERWISE.
  7. FOUNDATIONS FOR THE PRE-ENGINEERED BUILDING COLUMNS HAVE BEEN DESIGNED USING ASSUMED REACTIONS. THESE ASSUMED REACTIONS ARE THAT THE BUILDING COLUMNS HAVE A PIERRED BASE AND WILL NOT TRANSFER AN APPLIED MOMENT. PRIOR TO THE CONSTRUCTION OF THE DETAILED FOUNDATION THE REACTIONS FROM THE BUILDING COLUMNS SHALL BE SUBMITTED TO THE FOUNDATION ENGINEER TO VERIFY THE FOUNDATION DESIGN.
  8. THE PRE-ENGINEERED BUILDING MANUFACTURER SHALL DESIGN AND SUPPLY ALL MATERIAL AS REQUIRED TO MEET THE ARCHITECTURAL DRAWINGS AND THE LOCAL BUILDING CODES. THE PRE-ENGINEERED BUILDING MANUFACTURER SHALL ACT AS THE ENGINEER OF RECORD FOR ALL COMPONENTS ABOVE THE FOUNDATION. ALL SUBMITTALS SHALL BE SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE THE BUILDING IS CONSTRUCTED.

**SHEET INDEX:**

STRUCTURAL NOTES	-S1.01, S1.02, S1.03
TYPICAL CONCRETE SECTIONS & DETAILS	-S3.01, S3.02, S3.03
PIER SCHEDULE	-S4.01, S4.02
TYPICAL MASONRY SECTIONS & DETAILS	-M4.01, M4.02
TYPICAL BASE/PAD SCHEDULE	-S5.01

Eliminate curbs at building perimeter where not needed and install around brewhouse

**INTERIM REVIEW DOCUMENTS**

ISSUED FOR GMP 9% CONSTRUCTION DOCUMENTS 07.01.21

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architecture + design

711 N. Tennessee St. McKinney, Texas  
1.972.202.8747  
conduit.com

**REGISTERED PROFESSIONAL ENGINEER**  
STATE OF TEXAS  
EX. NO. 12507  
SINCE 1998

**TUPPS BREWERY**  
402 E. LOUISIANA ST., MCKINNEY, TX 75069

PROJECT NUMBER: 2006  
DATE: 07.01.21  
SHEET TITLE: BREWERY FOUNDATION PLAN  
SHEET NUMBER: **S2.01**





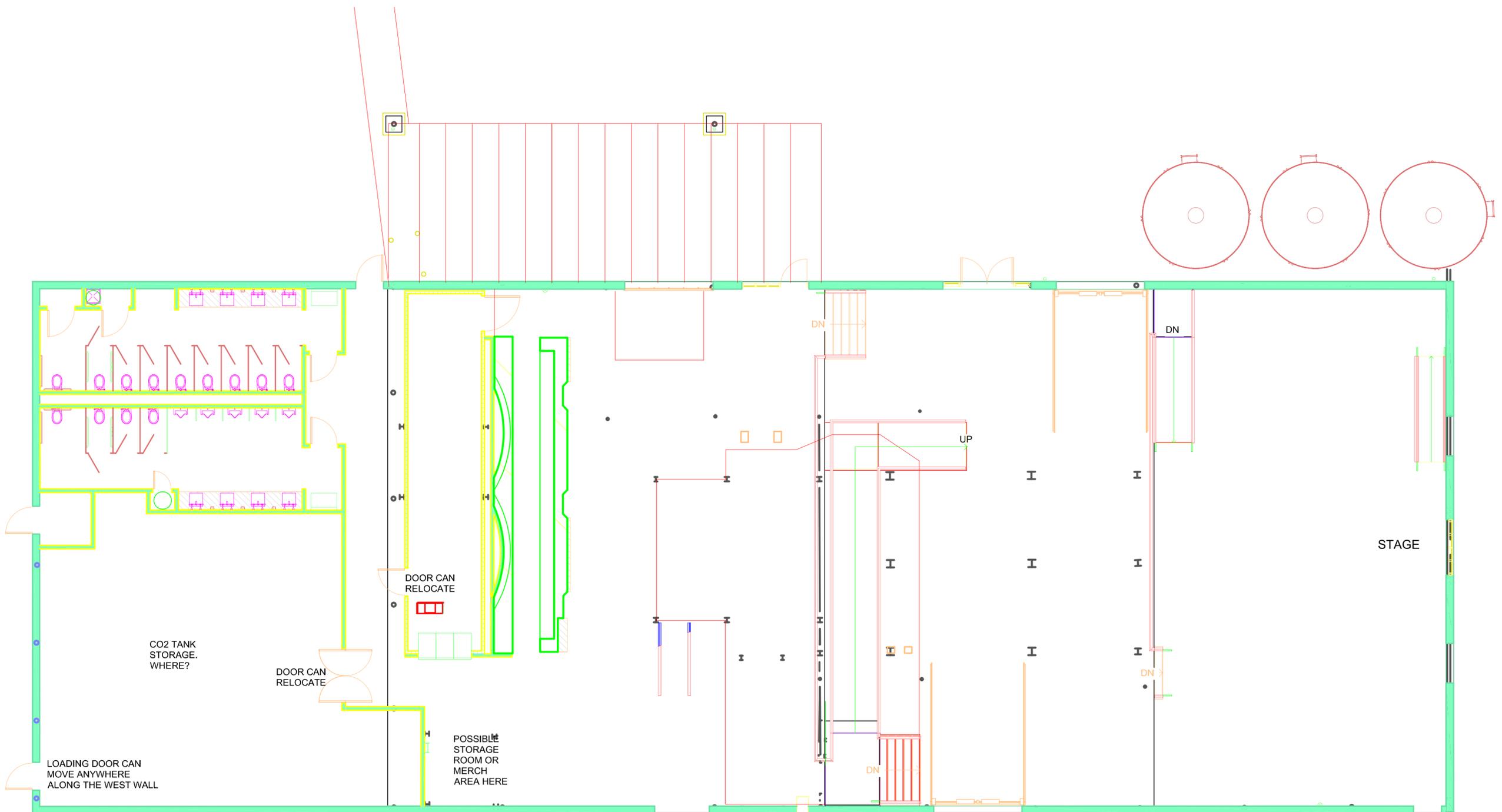
**SpawGlass Contractors**  
1000 West Magnolia Ave  
Fort Worth, TX 76104  
Ph: 817.288.0890

**TUPPS Brewery**

**Exhibit D –Part II Scope  
Clarifications**

**Division 09**

**November 09, 2021**



relocate opening to the west

Additional opening to beer garden



**SpawGlass Contractors**  
1000 West Magnolia Ave  
Fort Worth, TX 76104  
Ph: 817.288.0890

**TUPPS Brewery**

**Exhibit D –Part II Scope  
Clarifications**

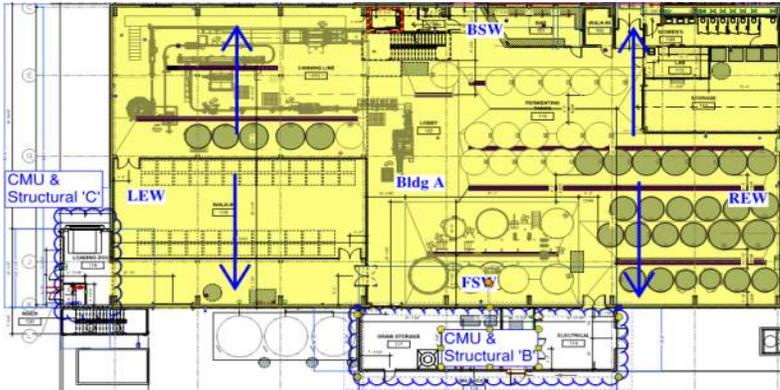
**Division 13**

**November 09, 2021**

## QUOTE SUMMARY

Date:	10/19/2021
Estimate#	1639-21-01-04
Sales Rep:	Darrell Geisendorff (903) 292-6260

### DRAWING



### JOB INFORMATION

Project:	Tupps Brewery
Address:	402 E. LOUISIANA ST
City:	McKinney
State:	TX
Zip:	75069

### DRAWINGS / DOCUMENTS

Per Plans:	Full Set dated 07.01.21
Addendum:	1, 2
Specifications Received:	Yes
Specifications Complete:	No

### ERECTION

Erected By:	Red Dot/Others (To Be Determined)
Equipment allowed on Slab:	Yes

### SPECIFIC INCLUSIONS

Anchor Bolts | (6) Dektites | Stairs, handrails, guardrails, landing for Interior & Exterior Stairs | (1) Roof Curb | (9) Structural Tube Canopies | Roof Beams, Decking, and SSR for CMU Bldgs B & C | Elevator Hoist beam, SSR and Decking for Elevator Shaft | (1) Roof Cricket for elevator shaft above roof line

### SPECIFIC EXCLUSIONS

TOTAL BUILDING SQ FOOTAGE **16,198**

	WIDTH	LENGTH	EH	SLOPE	Type
Bldg'A'	89'-4"	182'-6"	36'-2"	2 : 12	GTC
Bldg'B'				: 12	
Bldg'C'				: 12	
Bldg'D'				: 12	
Bldg'E'				: 12	
Bldg'F'				: 12	
Bldg'G'				: 12	
Bldg'H'				: 12	
Bldg'I'				: 12	
Bldg'J'				: 12	

### SPECIFIC DEVIATIONS

#### DEVIATIONS:

- ~ Discrepancy between specs and drawings in regards to wall panel Legend Name. E-MP1 to be new R panel as mentioned in drawings (2/A5.00) in lieu of salvaged panel as shown on specifications 070 42 13-4. It appears E-MP1 & E-MP2 on specs have been named incorrect and should be the opposite description shown.
- ~ Deviate and provide Bldg A roof with standard PEMB roof conditions in lieu of roof decking and wood blocking .
- ~ Red Dot to deviate and provide liner system in lieu of Purlin Glide by Silvercote to meet energy codes.
- ~ **DUE TO MEZZANINE BETWEEN FL 6-13 BEING REMOVED, RED DOT WILL NOT FOLLOW LINER PANEL SHOWN ON A7.01. INSTEAD, RED DOT TO PROVIDE WALL LINER AT 8' A.F.F. AT THE 4 PERIMETER WALLS.**
- ~ Red Dot to deviate to C60 galvanized decking due to availability.

Liner panel to extend above brewhouse tanks, and are not required behind restroom and cooler panel exterior walls

## PRICING SUMMARY

PRICE INCLUDES TAX (Option to add labor is only with material purchase)	Materials Only		Labor Only	
	BASE	TOTAL	BASE	TOTAL
		<b>\$1,112,494</b>		<b>\$342,794</b>

### ALTERNATE PRICING

			Materials Only	Labor Only
ALT#1	DEDUCT	Deviate from stairs shown on drawings and provide different design. (See pg 5 for ALT Notes)	(\$29,479)	(\$12,262)
ALT#2				
ALT#3				
ALT#4				
ALT#5				
ALT#6				

ESTIMATE # 1639-21-01-04  
 DATE QUOTED: 10/19/2021  
 TAKE-OFF BY: Jose A.  
 TAKE-OFF REVIEW:  
 ESTIMATED BY: bbd  
 DATE ESTIMATED: 10/19/2021  
 SALES ENGINEER: SSM --  
 PRICE REVIEW: SEE (R10)



**RED DOT**  
BUILDINGS  
www.reddotbuildings.com

1209 W. CORSICANA  
ATHENS, TX 75751  
(800) 657-2234  
FAX (903) 675-9180



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SERVICE®



MBMA  
MEMBER SINCE 2014

REV: 20-3-A JOB # --  
 GREEN LIGHT DATE:  
 SCOPE SHEET :  
 DELIVERY COMMITMENT :

SALES REPRESENTATIVE : Estimate  
Darrell Geisendorff (903) 292-6260

BUYER : Tupps Brewery SHIP VIA : Red Dot  
 ADDRESS : SPECIAL SHIPPING INSTRUCTIONS :  
 CITY : STATE: ZIP : PROJECT NAME : Tupps Brewery  
 PHONE : FAX: MILES TO JOB SITE: 101 BUILDING USE: Commercial  
 CELL : CELL : IN CITY LIMITS OUT OF CITY WITHIN 100 MILES OF SEA COAST? No  
 E-MAIL : JOBSITE ADDRESS : 402 E. LOUISIANA ST  
 BUYER CONTACT : CITY : McKinney CTY: Collin STATE : TX ZIP : 75069

BUILDING DIMENSIONS				GIRT CONDITION				
FRAME TYPE	WIDTH	LENGTH	EH	SLOPE	LEW	REW	FSW	BSW
'A' <u>GTC (Gabled Tapered Columns)</u>	<u>89'-4"</u>	<u>182'-6"</u>	<u>36'-2"</u>	<u>2</u> : 12	<u>Bypass</u>	<u>Bypass</u>	<u>Bypass</u>	<u>Bypass</u>
'B'				: 12				
'C'				: 12				
'D'				: 12				
'E'				: 12				

RECESSED COLUMNS: SIDEWALL ENDWALL INTERIOR IF SO, HOW MUCH? MODULE SPACING:

BUILDING NOTES: All columns recessed 8" per 1/S3.02, 3/S3.04 and S2.01. Columns to sit on 1 1/2" non-shrink grout by others, NOT Red Dot.

**FRAMING**

BAY SPACING (LEFT TO RIGHT) 23'-9" | 6 @ 22'-6" | 23'-9" \*BFEW: X-BRACED ENDWALL W/ LOAD BEARING COLUMNS \*\*NERE: NON-EXPANDABLE RIGID FRAME

	MF:	BFEW:	NERF:	OTHER:	BRACING
'A'	<u>7</u>		<u>2</u>		<u>X-Brace Both Sidewalls</u>
'B'					
'C'					
'D'					
'E'					

FRAMING NOTES: Provide (1) Elevator Hoist Beam to be installed by others, NOT Red Dot.

**STRUCTURAL FINISH**

PRIMARY FRAMING Gray oxide primer SECONDARY FRAMING Gray oxide primer JOIST FRAMING Gray oxide primer

**DESIGN LOADS**

BLDG. CODE & NATURE OF OCCUPANCY	SPEED/LOAD:	WIND	SNOW	SEISMIC
<u>IBC 2018 Risk Category II</u>	<u>105 MPH</u>	I: <u>1.00</u> PSF: <u>5 Ground</u>	I: <u>1.00</u> PSF: <u>5 Ground</u>	SITE CLASS: <u>C</u>
COLLATERAL LOAD (PSF) <u>10</u>	EXP: <u>N/A</u> ENCL: <u>Closed</u>	EXP: <u>Partially exposed</u>	Ss: <u>0.121</u> S1: <u>0.059</u>	
DRIFT <u>H/180 per S1.02</u>	Per S1.01	LIVE LOAD (PSF) <u>20</u>	<u>Reduction Allowed</u>	
PURLIN DEFLECTION (LIVE LOAD) <u>L/360 - Plaster or gypsum ceiling</u>	VERTICAL FRAME DEFLECTION (LIVE LOAD) <u>L/360 - Plaster or gypsum ceiling</u>	GIRT DEFLECTION (LIVE LOAD) <u>L/120 per S1.02</u>		

DESIGN NOTES: See page 4 for Roof Loads

CRANE: No MEZZANINE: Yes UL580 CLASS90: Yes FM GLOBAL: None NOTES: See page 4 for Mezzanine notes.

**SHEETING / PANEL**

ROOF:	GA	FINISH:	IF SSR: CLIP TYPE	T BLKS
<u>24 in Trapezoidal - Field Seam SSR</u>	<u>24</u>	<u>Kynar</u>	<u>High Floating</u>	<u>5/8"</u>
WALL:	GA	FINISH:	FASTENERS:	LENGTH:
<u>PBR Panel</u>	<u>26</u>	<u>Kynar</u>	<u>Long Life</u>	<u>STD</u>
SOFFIT:	GA	FINISH:	SOFFIT FINISH:	
<u>PBR Panel</u>	<u>26</u>	<u>Kynar</u>		
ROOF LINER:	GA	FINISH:	LINER FINISH:	
<u>PBR Panel</u>	<u>26</u>	<u>Kynar</u>		
WALL LINER:	GA	FINISH:	LF: <u>544'</u> HT: <u>8</u>	<u>*SEE BELOW FOR LOCATION</u>
<u>PBR Panel</u>	<u>26</u>	<u>Kynar</u>		

PARTITION WALL: SEE PAGE 2 FOR PARTITION WALL NOTES

SHEETING NOTES: Provide 20-year No Dollar Limit roof Weathertightness warranty, and panel, and panel finish warranty.

\*See page 4 for Wall Liner notes under Additional Sheeting Notes.

**BASE CONDITIONS**

BASE MEMBER: Base Cee BASE FINISH: Red Oxide BASE TRIM: Yes NOTES:  
 ENGINEERING: SSM -- PAGE 1 OF 5 JOB NO: -- CUSTOMER INITIALS:

**SPANDRELS / LINTELS**

SPANDRELS: Provide spandrels between FL 1-4 along mezzanine partition (at Gridline E) wall by others. Hold deflections at L/360.

LINTELS: None by Red Dot.

**INSULATION**

\*6" INSULATION OVER GIRTS NOT RECOMMENDED DUE TO PANEL DISTORTION\*

BY: Red Dot (R-30) ROOF: 9 1/2" Liner System [White] LAYOUT: 3 1/2" OVER PURLIN 6" IN THE PURLIN CAVITY

BY: Red Dot (R-26) WALLS: 8" Liner System [White] LAYOUT:          OVER GIRT 8" IN THE GIRT CAVITY

INSULATION NOTES: Provide insulation shown above between FL 1-4. Provide R-19 (6") VRR Plus [White] between FL 4-13 for roof and walls.

**FRAMED OPENINGS / OVERHEAD DOORS / GLASS / LOUVERS / EXHAUST FANS**

QUANTITY 1 WIDTH 10'-0" HEIGHT 12'-0" TYPE Overhead door by others; FSW; #109B; (RE: A2.00)

QUANTITY 1 WIDTH 8'-0" HEIGHT 12'-0" TYPE Overhead door by others; FSW; #117A; (RE: A2.00)

QUANTITY 1 WIDTH 65'-3" HEIGHT 11'-0" TYPE Opening to remain open; BSW; Top Height from finish floor = 34'-0"; RE: 2/A5.00 (Outdoor Mezz)

QUANTITY 1 WIDTH 12'-7" HEIGHT 11'-0" TYPE Opening to remain open; LEW; Top Height from finish floor = 34'-0"; RE: 1/A5.01 (Outdoor Mezz)

QUANTITY 12 WIDTH 8'-0" HEIGHT 8'-0" TYPE Glass by others, top height from finish floor = 11'-0" & 32'-0"; Type 'B' & 'C'

FRAMED OPENING NOTES: See page 4 for Additional Framed Openings

**PERSONNEL DOORS**

\*DOORS WILL BE SELF FRAMED HOLLOW METAL PRIMED WHITE U.N.O\*

DOORS SUPPLIED BY: None \*IF RED DOT DESIGN REQUIRES GIRT BELOW 7'-4", A CEE SECTION JAMB WILL BE INSTALLED ON BOTH SIDES OF THE WALK DOORS\*

QTY          SIZE          HARDWARE         

QTY          SIZE          HARDWARE         

DOOR NOTES:         

**OPEN WALLS**

~ LEW open to CMU Bldg B. Roughly 23'-0" tall x 23'-3 1/2" wide. (RE: A2.02 & 1/A6.02)

**SKYLIGHTS**

**WALL LIGHTS**

QTY          LENGTH          TYPE          QTY          LENGTH          TYPE         

SKYLIGHT NOTES: None WALL LIGHT NOTES: None

\*EAVE TRIM BEHIND GUTTER WILL BE GALVALUME U.N.O\*

**TRIM**

\*RED DOT STANDARD TRIM PROFILE AND SUBSTRATE TO BE PROVIDED U.N.O\*

Gutters, Downspouts & Eave Trim GA 24 FINISH: Kynar (IF NOT ALL THE SAME, SEE NOTES)

CUSTOMER PREFERENCE (IF ANY) FOR NUMBER OF DOWNSPOUTS:          OR SPACING (SPECIFY) Per Red Dot design.

TRIM NOTES: Provide return downspouts (T8) from gutter to wall.

**VALLEY GUTTER**

\*USE WELDED VALLEY IF VALLEY TO BE LOCATED INSIDE BUILDING ENVELOPE - PVC DOWNSPOUTS TO BE PROVIDED BY OTHERS\*

VALLEY GUTTER GA          FINISH          EPDM LINER          TOTAL LENGTH         

VALLEY DRAINS: ONE END          BOTH ENDS          INTERIOR DOWNSPOUTS          SPACING         

VALLEY GUTTER NOTES: None

**VENTS**

\*VENTS TO MATCH THE FINISH OF THE ROOF (Unless Noted Otherwise)

QTY          TYPE          QTY          TYPE         

VENT NOTES: None- All vents provided and installed by others

**ROOF EXTENSIONS / CANOPIES**

EW ROOF EXTENSION PROJECTION: 3'-0" LENGTH: Full ENDS ON: Both SOFFIT: Roof Line **A** B C D E

SW ROOF EXTENSION PROJECTION: 3'-0" LENGTH: Full SIDES ON: Both SOFFIT: Roof Line **A** B C D E

EXTENSION NOTES: See page 5 for CANOPIES

**FASCIA / PARAPETS / MANSARDS**

         LENGTH:          ELEV:          PROJ:          BACK PANEL:          GA:          FINISH:          A B C D E

         LENGTH:          ELEV:          PROJ:          BACK PANEL:          GA:          FINISH:          A B C D E

FASCIA/PARAPETS/MANSARDS NOTES: None

**PARTITION WALLS**

ORIENTATION:          LENGTH          LEFT ENDWALL OFFSET          SHEETED ON:          INSULATED:          A B C D E

ORIENTATION:          LENGTH          LEFT ENDWALL OFFSET          SHEETED ON:          INSULATED:          A B C D E

PARTITION WALL NOTES: None by Red Dot.

**BUILDING ANCHORAGE BY OTHERS UNLESS NOTED BELOW**

BUILDING INSTALLED ON: Slab

MBMA guidelines state the following: "The metal building manufacturer is **NOT** responsible for the design, materials and workmanship of the foundation. Anchor bolt plans prepared by the manufacturer are intended to show only location, diameter, and projection of anchor bolts required to attach the metal building system to the foundation. The manufacturer is responsible for providing to the builder the loads imposed by the metal building system on the foundation. It is the responsibility of the end customer to ensure that adequate provisions are made for specifying bolt embedment, bearing angles, tie rods, and/or other associated items embedded in the concrete foundation, as well as foundation design for the loads imposed by the metal building system, other imposed loads, and the bearing capacity of the soil and other conditions of the building site."  
 To summarize, Red Dot designs the diameter, placement pattern and projection of the anchor bolts. Foundation design considerations, including bolt embedment length and minimum edge distance, are determined by and are the responsibility of the foundation engineer or others, **NOT** Red Dot.

**BUILDING ERECTION** DAVIS-BACON No EQUIPMENT ALLOWED ON SLAB? Yes

BUILDING TO BE ERECTED BY: Red Dot/Others (To Be Determined) SOLD TO: Contractor SPECIAL SAFTEY CONSIDERATIONS? No

**RED DOT REQUIRES THE FOLLOWING: 1. EQUIPMENT ALLOWED ON SLAB DURING ERECTION PROCESS. 2. ADEQUATE JOB SITE SECURITY OR MINI-MOBILE STORAGE CONTAINER PROVIDED BY CONTRACTOR. 3. DUMPSTER PROVIDED BY CONTRACTOR TO DEPOSIT ALL TRASH INCLUDING SHEET METAL. 4. TOILET FACILITIES MADE AVAILABLE FOR CONSTRUCTION CREW MEMBERS. 5. CLEAR ACCESS TO SLAB FOR DELIVERY AND CONSTRUCTION CREW TRUCKS. 6. ABILITY TO UNLOAD AND STAGE BUILDING COMPONENTS ON SLAB AND/OR WITHIN 100' OF SLAB. 7. STAGING AREA AROUND SLAB TO BE SMOOTH WITH SUFFICIENT WATER DRAINAGE. 8. GROUND AROUND SLAB PERIMETER SHOULD BE CLEAR AND CAPABLE OF SUPPORTING CONSTRUCTION EQUIPMENT INCLUDING ROUGH TERRAIN FORKLIFTS, MAN LIFTS AND CRANES IF REQUIRED. 9. NO OVERHEAD OBSTRUCTIONS THAT VIOLATE OSHA REQUIREMENTS OR INTERFERES WITH THE ERECTION OF THE BUILDING. 10. ERECTION NOTE: RED DOT-SUPPLIED METAL BUILDING ERECTORS WILL MEET THE SAFETY REQUIREMENTS AS OUTLINED IN OSHA 1926. A PRICE INCREASE MAY BE REQUIRED IF RED DOT IS HELD TO A MORE STRINGENT STANDARD THAT EXCEEDS OSHA 1926**

**DRAWINGS / DOCUMENTS**

APPROVALS REQUIRED: Yes NUMBER OF SETS: 3 PERMIT DRAWINGS REQUIRED: No NUMBER OF SETS: \_\_\_\_\_

NUMBER OF SETS OF ANCHOR BOLT DRAWINGS: 3 NUMBER OF SETS OF ERECTION DRAWINGS 3 DESIGN CALCULATIONS REQUIRED: Yes

CUSTOMER DRAWINGS RECEIVED AT TIME OF QUOTE: Yes ADDENDUM: 1, 2

LIST SHEETS RECEIVED AND REV. DATE: Full Set dated 07.01.21

SPECIFICATIONS RECEIVED AT TIME OF QUOTE: Yes COMPLETE: No IF NO, LIST SECTIONS RECEIVED: \_\_\_\_\_

**STANDARD EXCLUSIONS / SPECIFIC EXCLUSIONS & INCLUSIONS**

SPECIFIC EXCLUSIONS: (Excluded from Base)	
--	--

EXCLUSION NOTES: \_\_\_\_\_

SPECIFIC INCLUSIONS: (Included in Base)	Anchor Bolts   (6) Dekites   Stairs, handrails, guardrails, landing for Interior & Exterior Stairs   (1) Roof Curb   (9) Structural Tube Canopies   Roof Beams, Decking, and SSR for CMU Bldgs B & C   Elevator Hoist beam, SSR and Decking for Elevator Shaft   (1) Roof Crib for elevator shaft above roof line
--	---

INCLUSION NOTES: **Red Dot to provide (non-galvanized) threaded anchor bolts and LEVELING NUTS. Red Dot to determine anchor bolt quantity, anchor bolt diameter and projection. Embedment length shown on 2 & 3/S5.01**

**THIS PRICE BELOW INCLUDES FREIGHT TO THE JOB SITE UNLESS NOTED OTHERWISE**

**PAYMENT TERMS:**

**- DURING PERIODS OF MARKET VOLATILITY, RED DOT RESERVES THE RIGHT TO ALTER THIS CONTRACT PRICE TO OFFSET SIGNIFICANT STEEL COST INCREASES IMPOSED UPON THE METAL BUILDING INDUSTRY.**

		PRICING SUMMARY			
PRICE INCLUDES TAX (Option to add labor is only with material purchase)		Materials Only		Labor Only	
		TOTAL		TOTAL	
		BASE	<b>\$1,112,494</b>	BASE	<b>\$342,794</b>
		ALTERNATE PRICING		Materials Only	Labor Only
ALT#1	DEDUCT	Deviate from stairs shown on drawings and provide different design. (See pg 5 for ALT Notes)		(\$29,479)	(\$12,262)
ALT#2					
ALT#3					
ALT#4					
ALT#5					
ALT#6					

**IF APPLICABLE, REFER TO ATTACHED PAGE (S) FOR ADDITIONAL INFORMATION**

SEAMER NOTES:

SEAMER NOTE: In the event that the quoted metal building system with standing seam roof (SSR) is purchased as MATERIAL ONLY with erection by others, the rental tools required to mechanically seam the SSR to achieve weather tightness will be the responsibility of the Buyer and not Red Dot. The electric seamer, hand crimper or hand tool required are considered tools or equipment to erect, which Red Dot excludes from this estimate and/or contract (when supplying material only). Red Dot will forward to the Buyer the information needed to rent the SSR tools directly from the roof system manufacturer. The costs and delivery coordination associated with this rental will be the responsibility of the Buyer and not Red Dot Buildings.

SPECIFIC DEVIATIONS FROM PLANS AND SPECIFICATIONSDEVIATIONS:

- ~ Discrepancy between specs and drawings in regards to wall panel Legend Name. E-MP1 to be new R panel as mentioned in drawings (2/A5.00) in lieu of salvaged panel as shown on specifications 070 42 13-4. It appears E-MP1 & E-MP2 on specs have been named incorrect and should be the opposite description shown.
- ~ Deviate and provide Bldg A roof with standard PEMB roof conditions in lieu of roof decking and wood blocking .
- ~ Red Dot to deviate and provide liner system in lieu of Purlin Glide by Silvercote to meet energy codes.
- ~ DUE TO MEZZANINE BETWEEN FL 6-13 BEING REMOVED, RED DOT WILL NOT FOLLOW LINER PANEL SHOWN ON A7.01. INSTEAD, RED DOT TO PROVIDE WALL LINER AT 8' A.F.F. AT THE 4 PERIMETER WALLS.
- ~ Red Dot to deviate to G60 galvanized decking due to availability.

ADDITIONAL NOTES / ASSUMPTIONSASSUMPTIONS:

- ~ Roof panel type and gauge assumed as specifications show to match existing which is unknown at this time.
- ~ Wall and Soffit panel type, gauge, and finish assumed.
- ~ Insulation thickness is assumed.
- ~ Gray Primer assumed based on what bldg is to be used for.
- ~ No soffit assumed CMU/Structural Bldg C as none is shown on A3.00.

GENERAL NOTES:

- ~ CUSTOMER INFORMED RED DOT THAT MATERIAL BETWEEN GL A-B ON STRUCTURAL BLDG ARE NO LONGER PART OF DESIGN AND TO BE REMOVED FROM THIS QUOTE. (RE: A2.02)
- ~ CUSTOMER INFORMED RED DOT THAT MEZZANINE BETWEEN FL 6-13 IS NO LONGER PART OF DESIGN AND TO BE REMOVED FROM THIS QUOTE. (RE: A2.03) This also results in Red Dot not providing soffit under mezzanine between FL 6-13 as shown on A3.00.
- ~ Gray primer is likely to show visible rust streaks. This is NOT a cause for rejection

ADDITIONAL FRAMED OPENINGS:

- ~ Provide (3) 6'-4" x 7'-2" F.O. for personnel door by others. (1 on FSW between FL 7-9; #114A) (2 on BSW along Grindline C between FL 5-6 and FL 9 - 10.)
- ~ Provide (1) 3'-4" x 7'-2" F.O. for personnel door by others. (REW between GL D-F; #113B)
- ~ Provide (1) 12'-0" x 16'-0" F.O. for Overhead Door by others. (REW between GL D-F; #112A)
- ~ Provide (2) 4'-0" x 4'-0" F.O. for Louvers by others. (RE: M2.0; LV-1 & LV-2; REW)
- ~ Provide (1) 1'-0" x 1'-0" F.O. for Exhaust Fan by others. (RE: M2.0; EF-4; REW)
- ~ Provide (1) 1'-4" x 2'-0" F.O. for Louver by others. (RE: M2.1; LV-4; LEW)
- ~ Provide (2) 2'-0" x 2'-0" F.O. for Exhaust Fan by others. (RE: M2.0; EF-1 & 2; LEW)
- ~ Provide (1) assumed Roof F.O of 9'-9" x 7'-6" for cmu-framed elevator space by others. (RE: A4.00)

DESIGN LOADS:

- ~ Design roof for (2) Skyblade Fans by others that weigh 400# each. Locations between FL 5-6 & 7-8. Provide additional roof beams for installing fans. (RE: M2.01 & M4.01)

DEKTTITES:

- ~ Provide (6) standard temp dektites for 2'-4" VTR's through roof. Provide size of the 1/4" to 4". VTR's provided per sheet P2.01 & P2.02.

ROOF CURBS:

- ~ Provide (1) roof curb for mechanical equipment EF-7 by others. (RE: MEP3.00 & M4.00)
- ~ Provide (1) roof cricket with curb for elevator shaft above roof line. This is not shown on A4.00 but this will be needed.

MEZZANINES:

- ~ MEZZANINE FRAMING AND MEZZANINE DECKING WILL BE PER RED DOT DESIGN AS SHOWN ON S2.02.
  - > Red Dot to provide 89'-4" x 68'-9" mezzanine at 23'-0" AFF (to finished floor), located between FL 1 -4 .
  - > Red Dot to provide 13'-0" x 9'-4" mezzanine at 23'-0" AFF (to finished floor), located between FL 4-5 and Grindline E and Elevator shaft .
  - > NOTE: CUSTOMER INFORMED RED DOT THAT MEZZANINE BETWEEN FL 6-13 IS NO LONGER PART OF DESIGN
    - >> Mezzanines will follow these parameters:
      - >>> Mezzanine loads 150# live, 5# collateral & 55# assumed dead. (RE:S1.10)
      - >>> Provide PBU24GL decking for assumed 3" NORMAL WEIGHT CONCRETE, interior mezzanine columns, mezzanine beams, CEE joists, and pour stops/angle per Red Dot design.
      - >>> Red Dot to maintain same mezzanine column locations shown on S2.01, however, column design per Red Dot. Interior mezzanine columns to terminate at mezzanine. Columns are NOT full height. Columns to be recessed 8" per 10/S3.02 & S2.01. Columns on 1 1/2" non-shrink grout by others, NOT Red Dot.
      - >>> Insulation below mezzanine to be by others, NOT Red Dot.
      - >>> Red Dot to provide interior and exterior stairs with handrails, guardrails, and mid landings. Red Dot to provide the following:
        - >>>> Stairs to be galvanized per customer's request.
        - >>>> Grating stair with 19W4 grating treads
        - >>>> Support columns and Cable guardrails
        - >>>> Guardrail along FL 4 with Cable Door Gate (A2.01 & 8/7.03)

ADDITIONAL NOTES / ASSUMPTIONS**ADDITIONAL SHEETING NOTES:**

- ~ Roof Sheets for Chimney: Provide 80 sqft SSR panel, trim, and 80 sqft of 20GA 1.5B decking for cmu-framed elevator space by others. SSR panel to be same as Bldg A. Framing to create 2:12 slope by others, NOT Red Dot. (RE: A4.00)
- ~ Soffit over Mezzanine: Provide ~1000 sqft of Soffit Panel (same as page 1) over mezzanine outdoor area. (RE:A3.01 & 2/A6.02) Soffit to be installed flat over hat channel by others, NOT Red Dot.
- ~ DUE TO MEZZANINE BETWEEN FL 6-13 BEING REMOVED, RED DOT WILL NOT FOLLOW LINER PANEL SHOWN ON A7.01. INSTEAD, RED DOT TO PROVIDE WALL LINER AT 8' A.F.F. AT THE 4 PERIMETER WALLS.

**TRIM KITS at Partition on Mezz:**

- ~ Provide (2) 8'-0" x 8'-0" trim kits for glass by others. Location at mezzanine level at north elevation. (RE:2/A5.00)
- ~ Provide (1) 6'-0" x 10'-0" trim kits for glass by others. Location at mezzanine level at north elevation. (RE:2/A5.00)

**CANOPIES:**

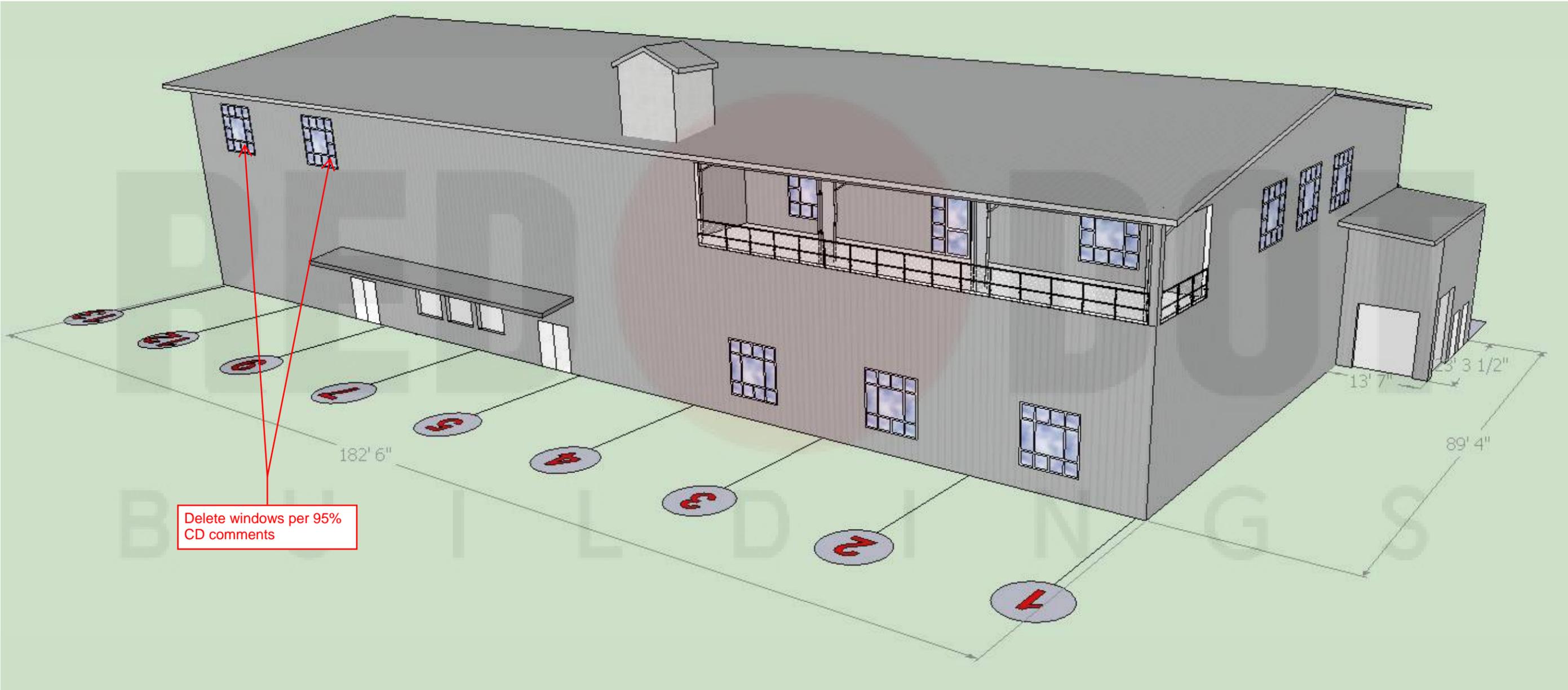
- ~ Provide (9) 2'-0" x 8'-6" Structural Canopies with square tubing framing as shown on A6.01 along GL K. Slope to be 7:12 as shown on 2/A5.00. Provide roof panel same as Bldg A.
- ~ Provide (1) 6'-0" x 54'-8" Structural Canopy at 12' A.F.F. between FL 5-10 on BSW. Red Dot to provide soldier column at FL 10 where no rigid frame is located. Canopy to be on 2:12 slope with standing seam panel and roof line soffit as Bldg A.

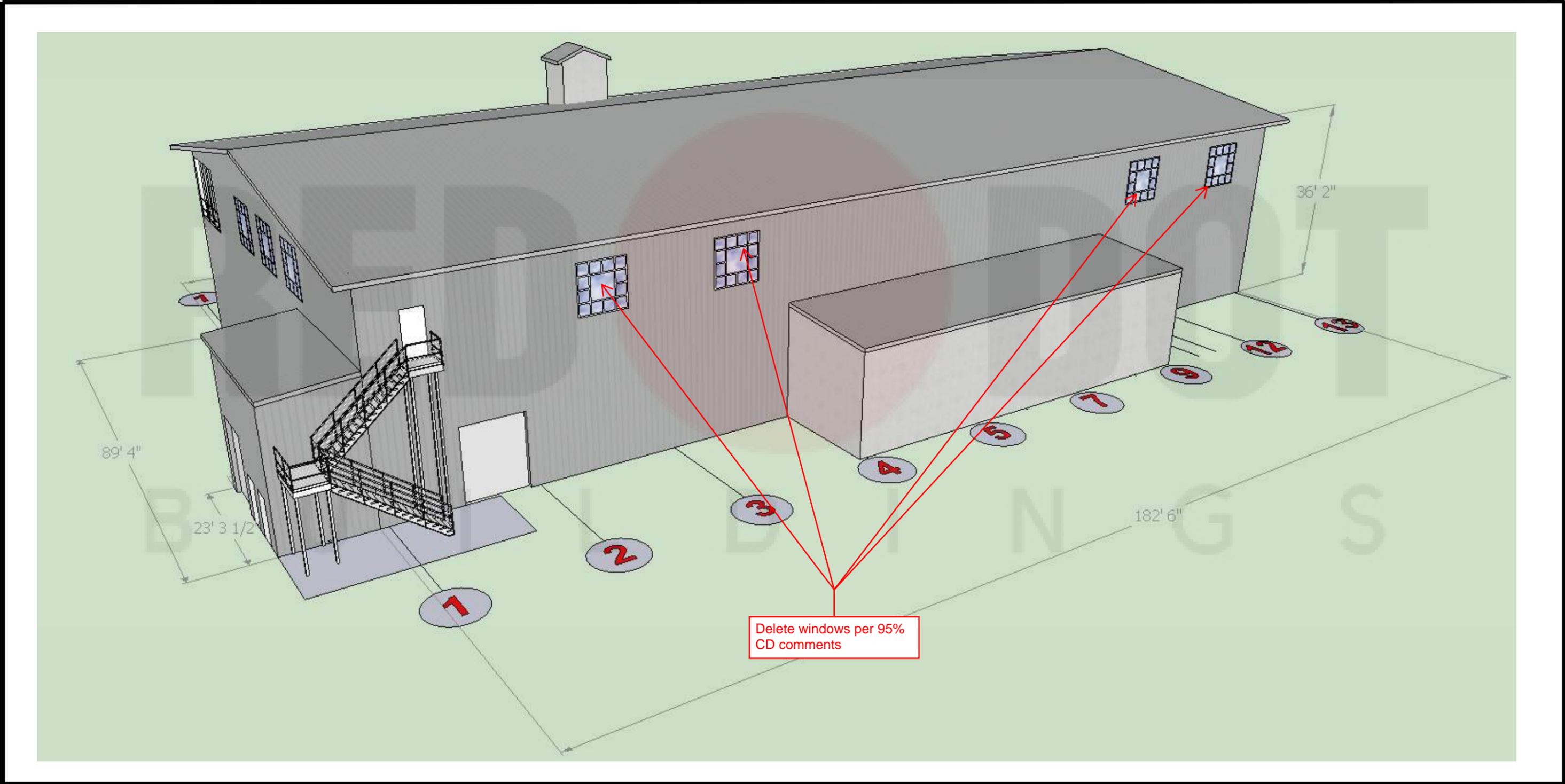
**ADDITIONAL MATERIALS FOR CMU BLDGS:**

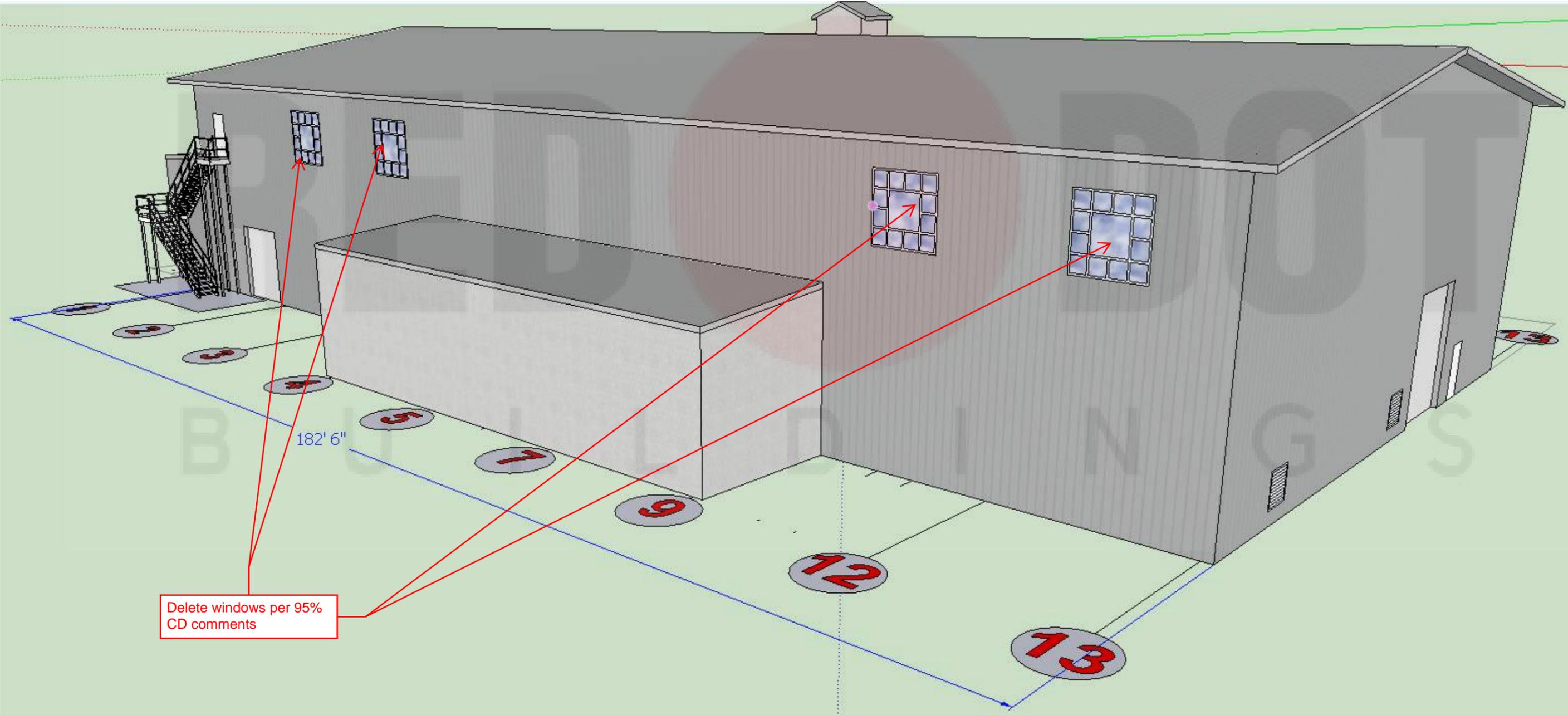
- ~ Provide sized structural material for CMU/Structural Bldgs B & C on S2.02. This includes W beams, HSS Tubes, Angle, Embed Plates, Weld Studs, Anchor Bolts, Screw Anchors. NOTE: THIS IS ONLY FOR MATERIAL THAT CONNECTS STRUCTURAL ROOFING. ANY MATERIAL NOT CONNECTING TO RED IRON, IS CONSIDERED BY OTHERS, NOT RED DOT. (RE: S2.01 & S2.02)
- ~ CUSTOMER INFORMED RED DOT THAT MATERIAL BETWEEN GL A-B ON STRUCTURAL BLDGS 'D' & 'E' ARE NO LONGER PART OF DESIGN AND TO BE REMOVED FROM THIS QUOTE.
- ~ Provide ~1000sqft of 26GA PBR (Kynar) wall panel for CMU/Structural Bldg C.
- ~ Provide 20GA 1.5B metal decking and standing seam roof (same as Bldg A) for CMU/Structural Bldgs B & C. (RE: S2.02)
  - >> ST Bldg B: 1300 sqft
  - >> ST Bldg C: 400 sqft
- ~ Provide following trim kits for CMU/Structural Bldg C:
  - >> (1) 8' x 12' kit for overhead by others.
  - >> (1) 9' x 10' kit for overhead by others.
  - >> (2) 3070 kits for personnel doors by others.
- ~ Provide gutters and downspouts on CMU/Structural Bldg B & C as shown on 1 & 2/A5.01

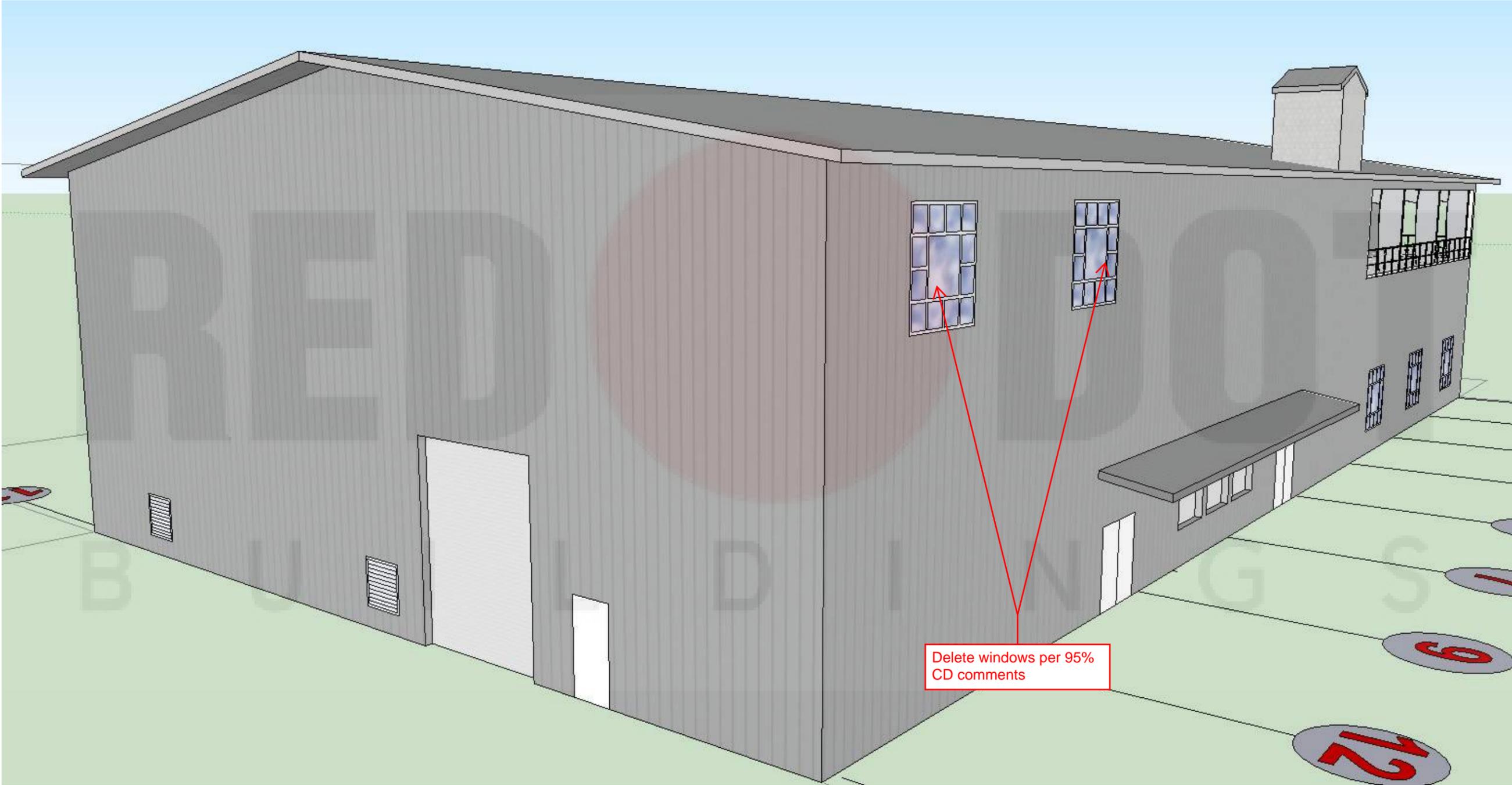
**ALTERNATE NOTES:**

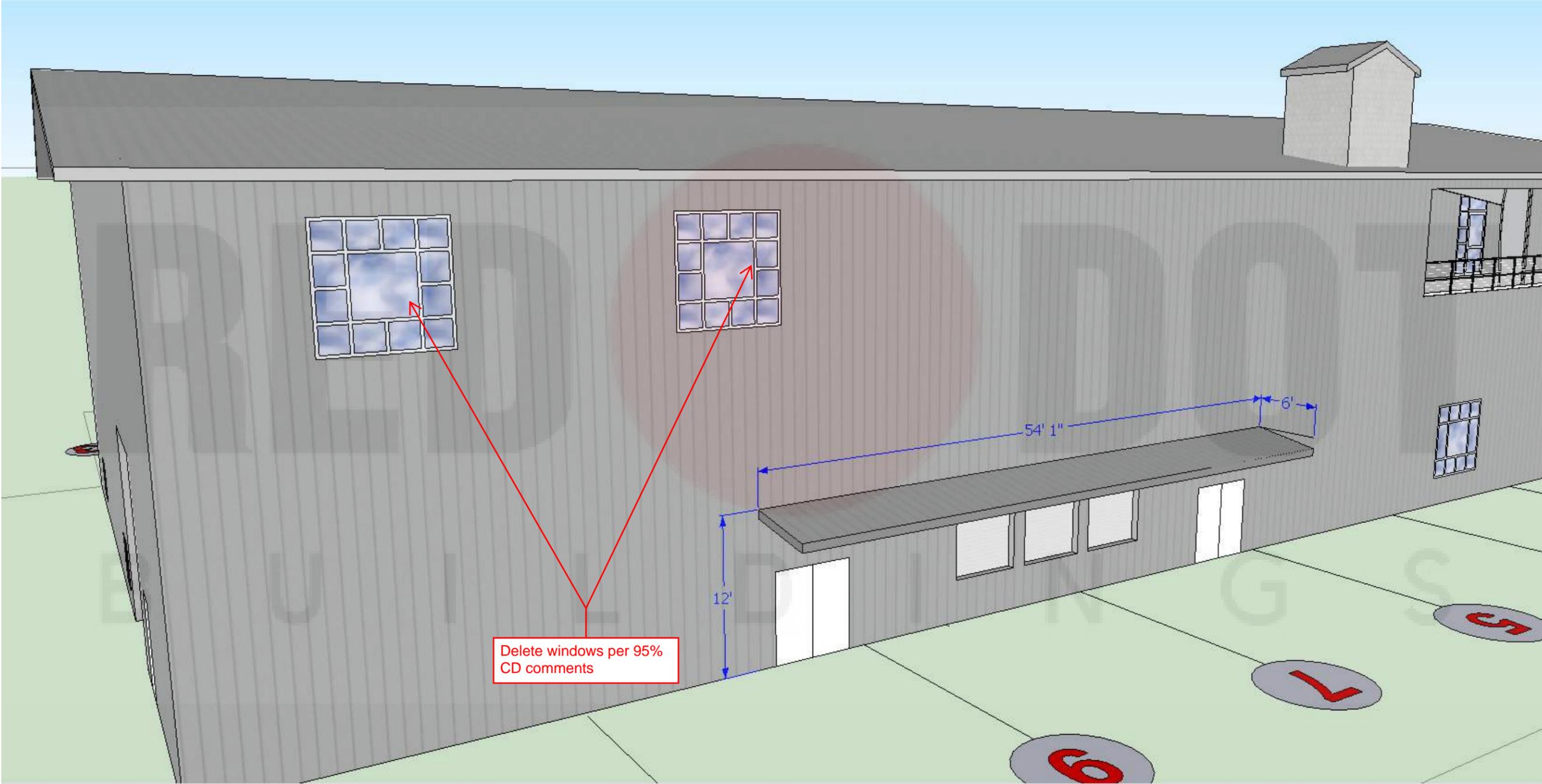
- ~ ALT #1: Deviate from stairs shown on drawings and provide design below:
  - >> Provide stairs with 1 mid landing in lieu of 2.
  - >> Provide steel multi line guardrails in lieu of cable.

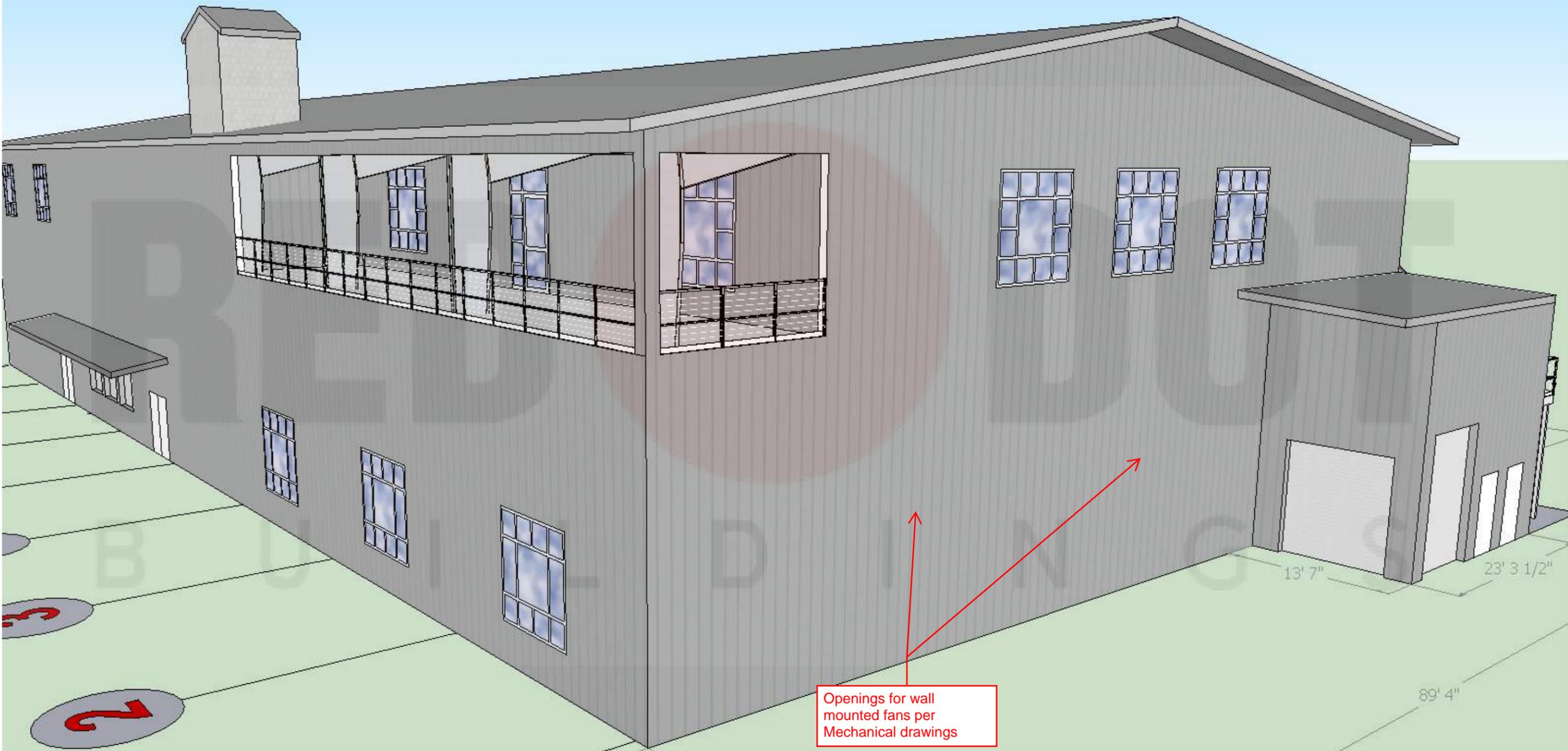


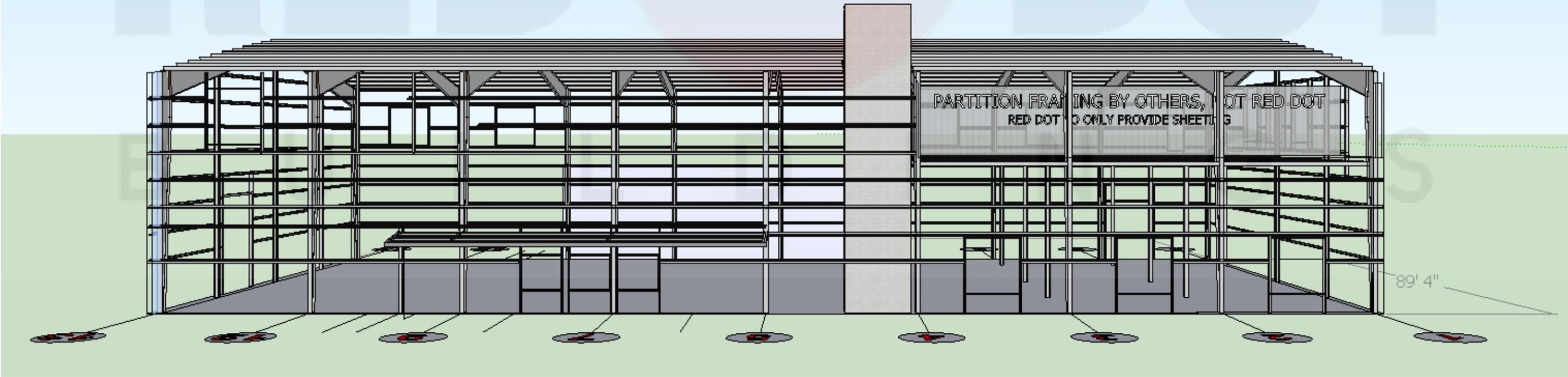


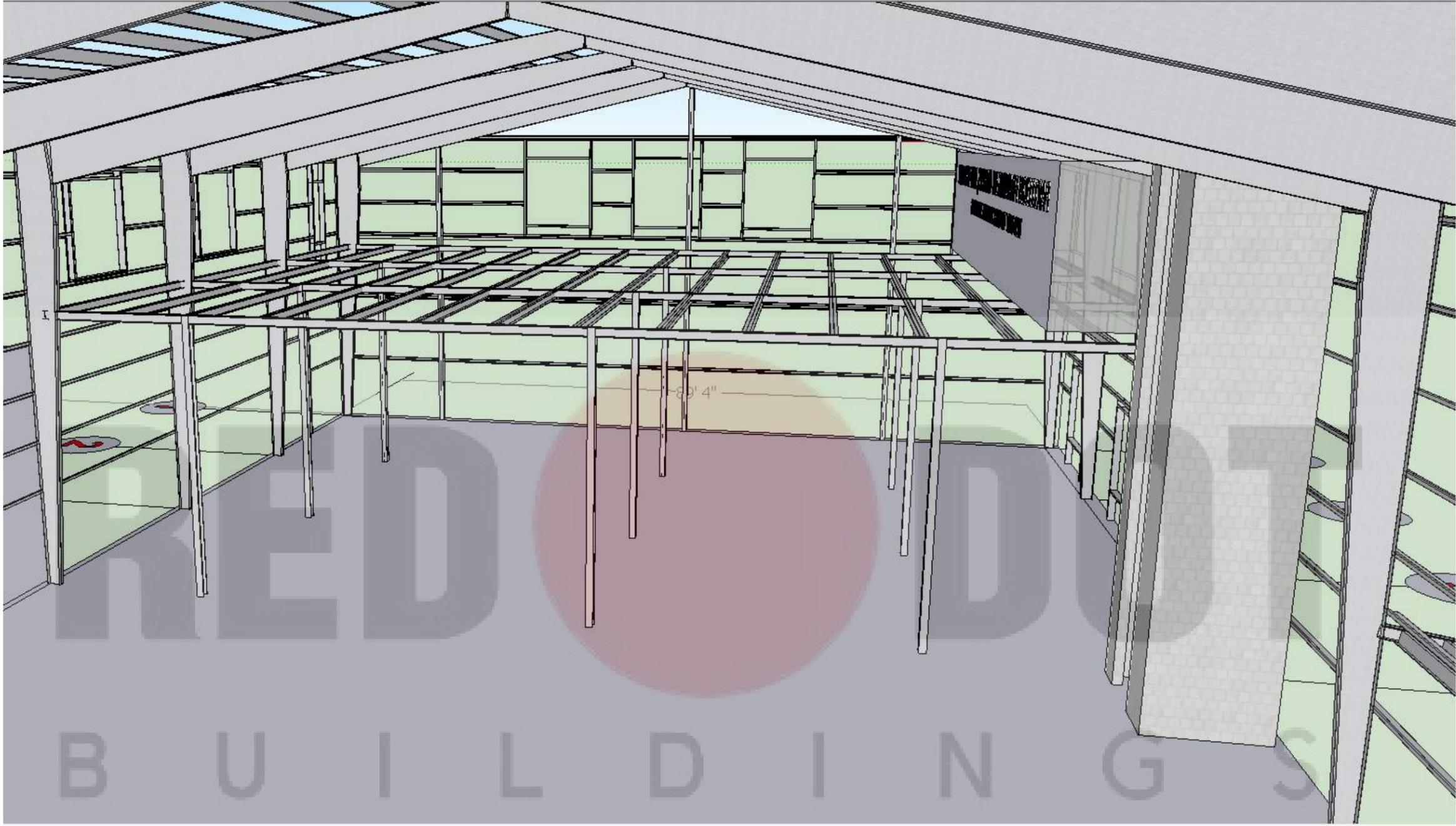


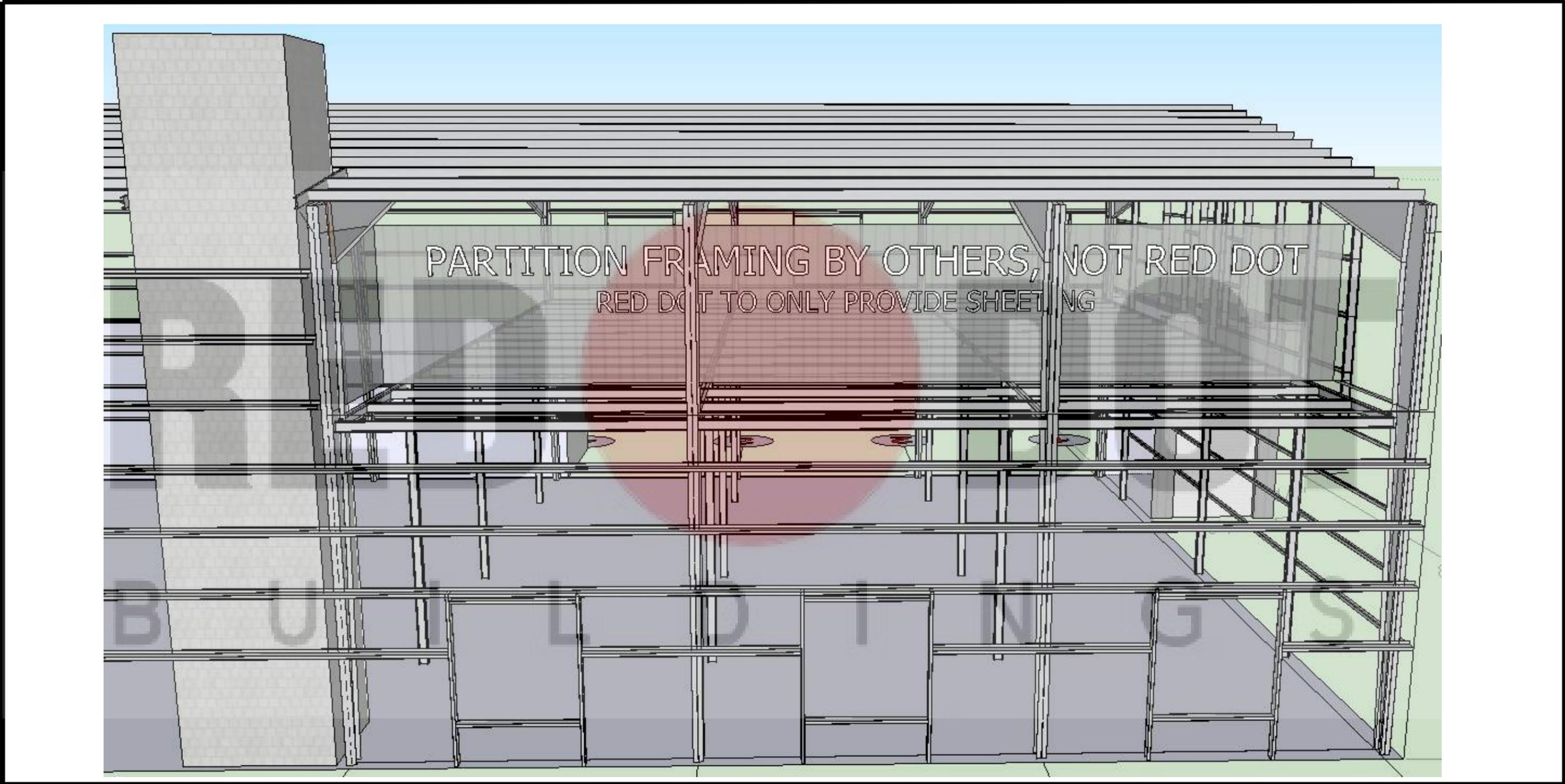




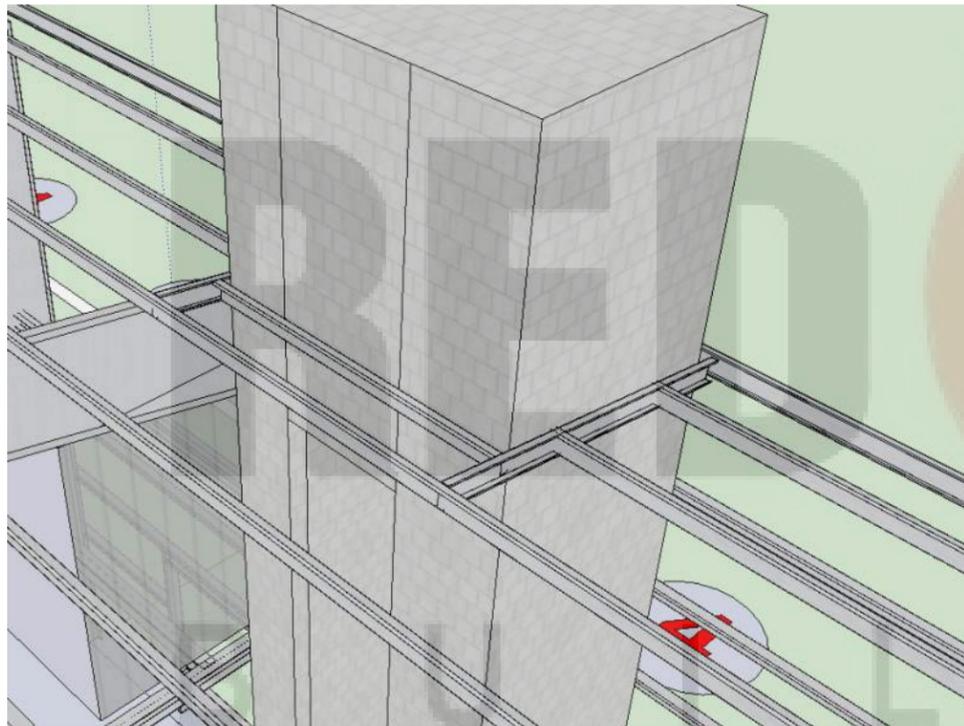




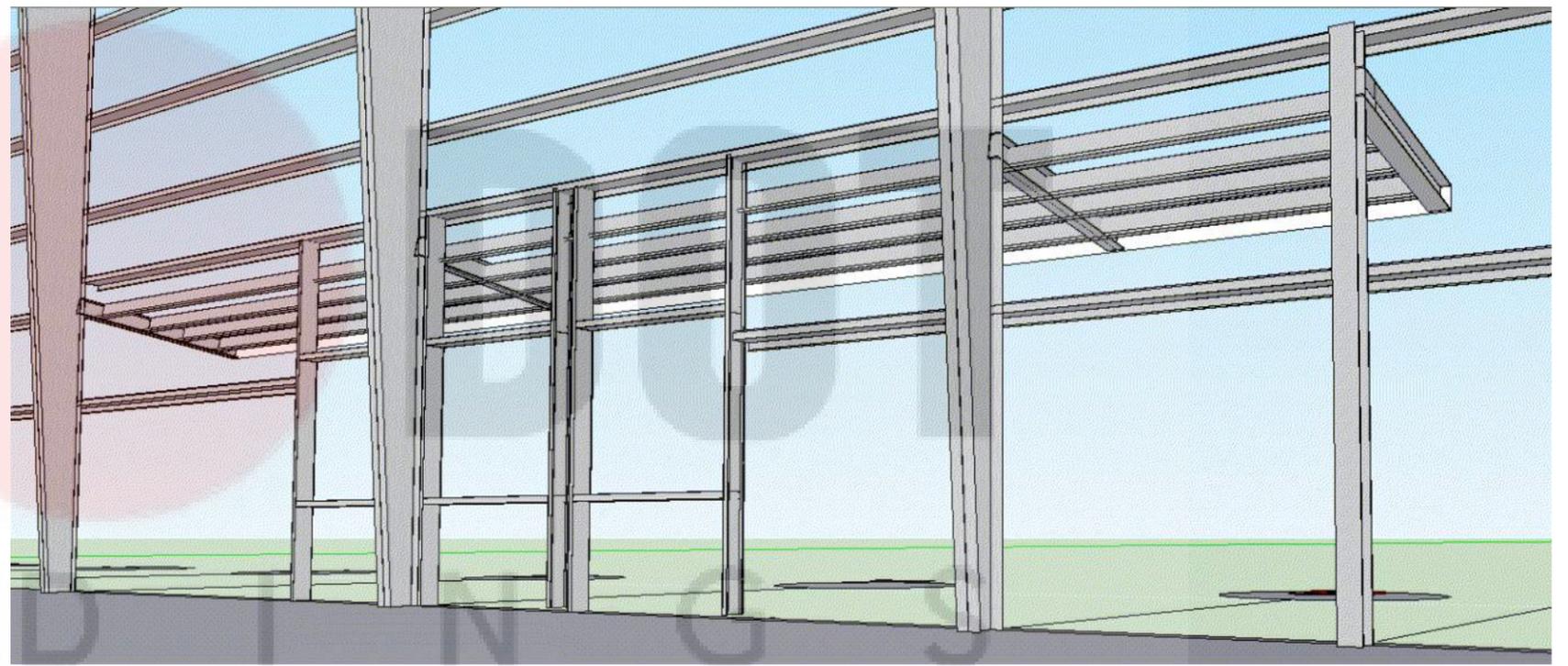




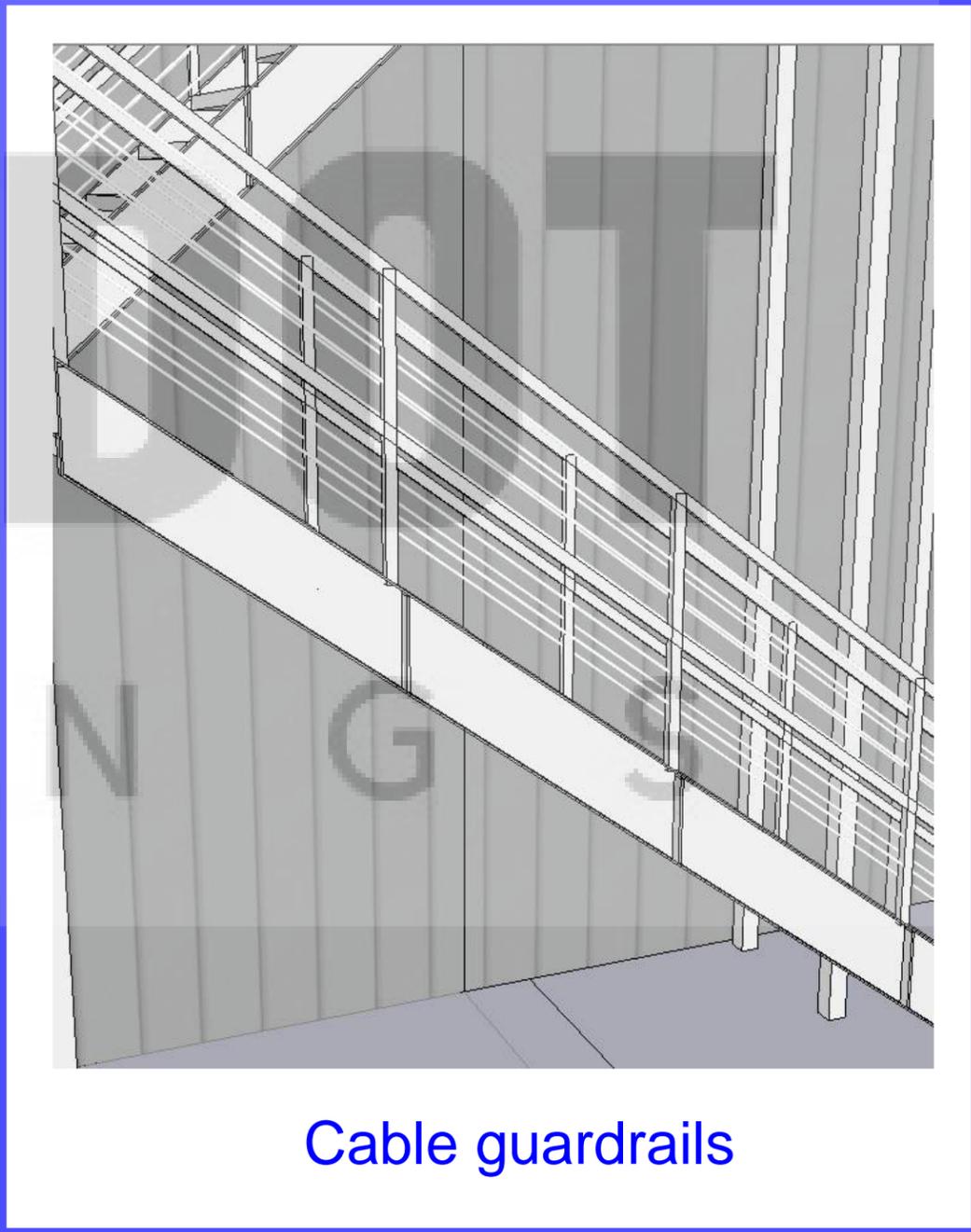
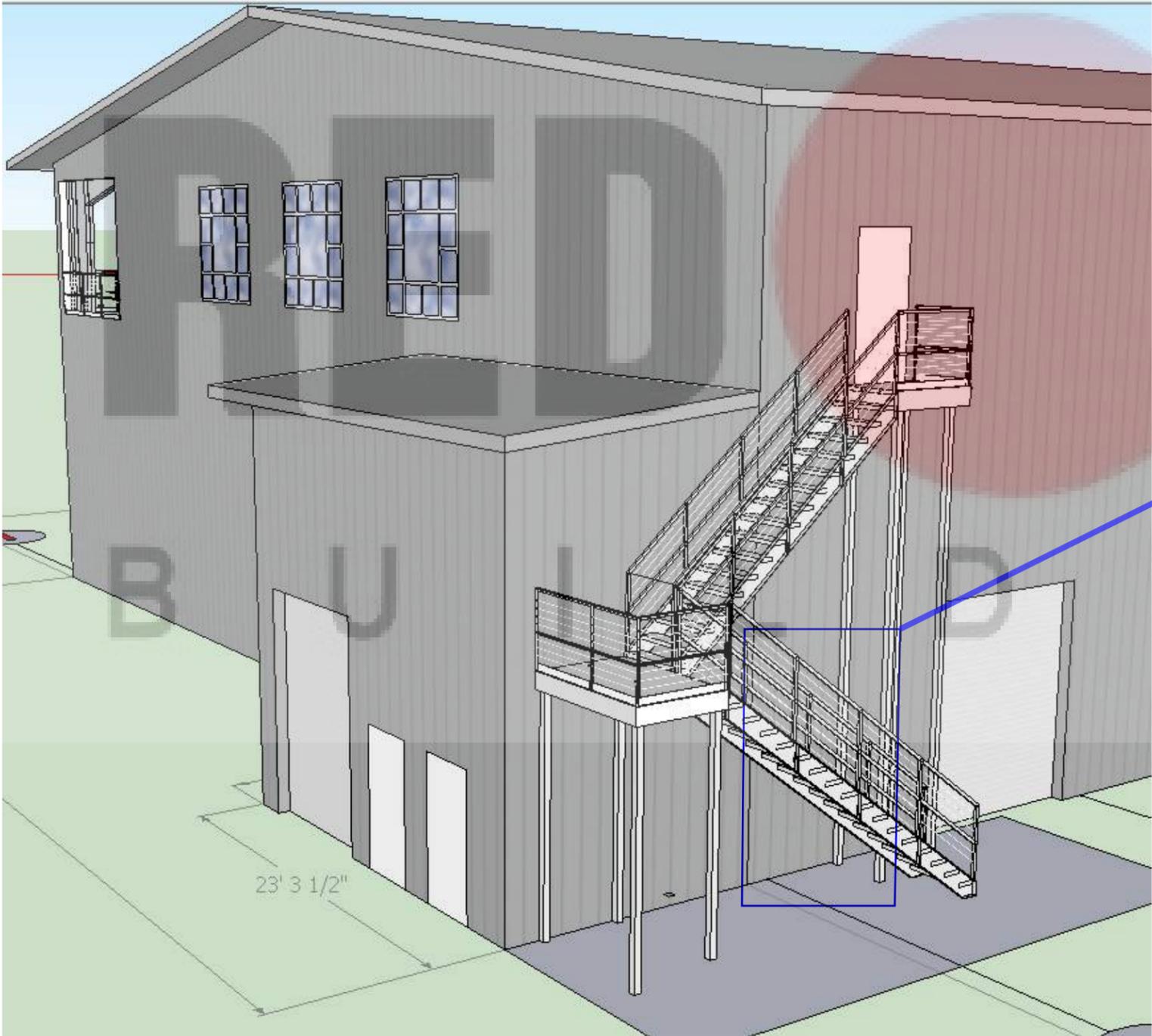




Roof Opening for  
Elevator Shaft



Structural  
Canopy



Cable guardrails



**SpawGlass Contractors**  
1000 West Magnolia Ave  
Fort Worth, TX 76104  
Ph: 817.288.0890

**TUPPS Brewery**

**Exhibit D –Part II Scope  
Clarifications**

**Division 22**

**November 09, 2021**

### KEY NOTES

- ① 4" SS FROM SUMP PUMP IN ELEV 105 UP FROM BELOW FLOOR TO INDIRECTLY DRAIN TO FLOOR SINK.
- ② BREWERY ALTERNATE NUMBER 1 - DELETE BAR AND WALK-IN; PROVIDE MEP ROUGH-IN FOR FUTURE BAR AND WALK-IN.
- ③ BREWERY ALTERNATE NUMBER 2 - DELETE MEZZANINE FROM SCOPE; THIS INCLUDES REMOVING OFFICES, STAIRS, HVAC, AND ELEVATOR.

### GENERAL NOTES

1. COORDINATE ALL SLAB PENETRATIONS. DO NOT CUT STRUCTURAL MEMBERS. ANY UTILITY PASSING THRU THE EXTERIOR PERIMETER FOUNDATION BEAM SHALL BE MADE WATERTIGHT. INSTALL EBAA "FLEXEND" FLEXIBLE EXPANSION JOINTS ON UTILITIES. FLEXIBLE JOINT MATERIAL SHALL MATCH UTILITY PIPING.
2. COORDINATE WORK WITH ARCHITECTURAL FEATURES AND BETWEEN PIPING EQUIPMENT, MECHANICAL AND ELECTRICAL WORK, AND BUILDING STRUCTURE TO AVOID INTERFERENCES.
3. PROVIDE ACCESS DOORS FOR INSTALLATION IN WALLS AND CEILINGS WHERE ACCESS IS REQUIRED TO CONCEALED PLUMBING EQUIPMENT, VALVES, CONTROLS, AND OTHER DEVICES. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
4. PLUMBING VENTS THRU THE ROOF TO BE MINIMUM OF 15'-0" FROM ALL OUTSIDE AIR INTAKES.
5. FLUSH VALVE LEVERS SHALL HAVE HANDLES ON THE WIDE SIDE OF THE STALL OR OPEN SIDE OF ROOM.
6. INSTALL ISOLATION CUT-OFF VALVES IN WATER LINES TO EACH FIXTURE AND OR GROUP OF FIXTURES AND STOPS AT EACH FIXTURE.
7. PLUMBING PIPING ON FLOOR PLANS MAY BE SHOWN OFFSET FOR CLARITY. ALL DROPS AND RISES ARE NOT SHOWN.
8. FIELD VERIFY EXACT LOCATION AND ARRANGEMENT OF ALL PLUMBING FIXTURES PRIOR TO ROUGH-IN.
9. INSTALL WATER HAMMER ARRESTORS IN CHASE BEHIND ACCESS PANELS. COORDINATE LOCATION WITH ARCHITECT PRIOR TO INSTALLATION.
10. SEE PLUMBING FIXTURE RISER DIAGRAMS FOR VENT SIZES ON PLUMBING FIXTURE GROUPS.
11. COORDINATE STORM DRAIN, SANITARY SEWER AND WATER LINES WITH CIVIL PLANS.
12. INSTALL CLEANOUTS ON ALL STORM DRAINAGE LINES AT EVERY TURN.
13. ALL GAS LINES IN CONCEALED SPACES SHALL BE IN A STEEL PIPE SLEEVE VENTED TO THE OUTDOORS.
14. FLOOR DRAINS IN GROUPED RESTROOMS SHALL BE SQUARE IN SHAPE TO FACILITATE TILE FLOORING INSTALLATION.
15. COORDINATE PIPING WITH UNIT LOCATION, DUCTWORK AND CLEARANCES. HVAC UNITS TO TAKE PRECEDENCE.
16. ALL HOT WATER PIPING LENGTHS SHALL CONFORM TO THE 2018 IEC CHAPTER 4 SUB-SECTION C404.5.1 AND TABLE C404.5.1.
17. THESE PLANS ARE DIAGRAMMATIC IN NATURE. CONTRACTOR SHALL INCLUDE APPROPRIATE ALLOWANCES FOR OFFSETS AS REQUIRED TO ACCOMMODATE VERTICAL AND HORIZONTAL VARIATIONS IN THE LOCATIONS AND ELEVATIONS OF DUCTWORK, PIPING AND EXISTING CONDITIONS.
18. SOME PLUMBING PIPING IS WITHIN CMU WALLS. CONTRACTOR SHALL INCLUDE ALL ALLOWANCES TO INSTALL PIPING WITHIN CMU WALLS WHERE REQUIRED. ALL PIPING IS TO BE IN WALL, NOT EXPOSED.
19. COORDINATE FINAL LOCATIONS FOR FLOOR DRAINS AND FLOOR SINKS WITH ARCHITECT, KITCHEN CONSULTANT, AND EQUIPMENT BEING INSTALLED PRIOR TO ROUGH-IN.

### INTERIM REVIEW ONLY

These documents are incomplete, and are released for interim review only and not intended for regulatory approval, permit, bidding, or construction purposes.

Engineer: **Victor Meza, P.E.**  
 License No.: TX 11105  
 Date: 07/01/2021

ISSUED FOR GMP, 95% CONSTRUCTION DOCUMENTS  
**07.01.21**

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**MEZA ENGINEERING, INC.**



**TUPPS BREWERY**  
 402 E. LOUISIANA ST, MCKINNEY, TX 75069

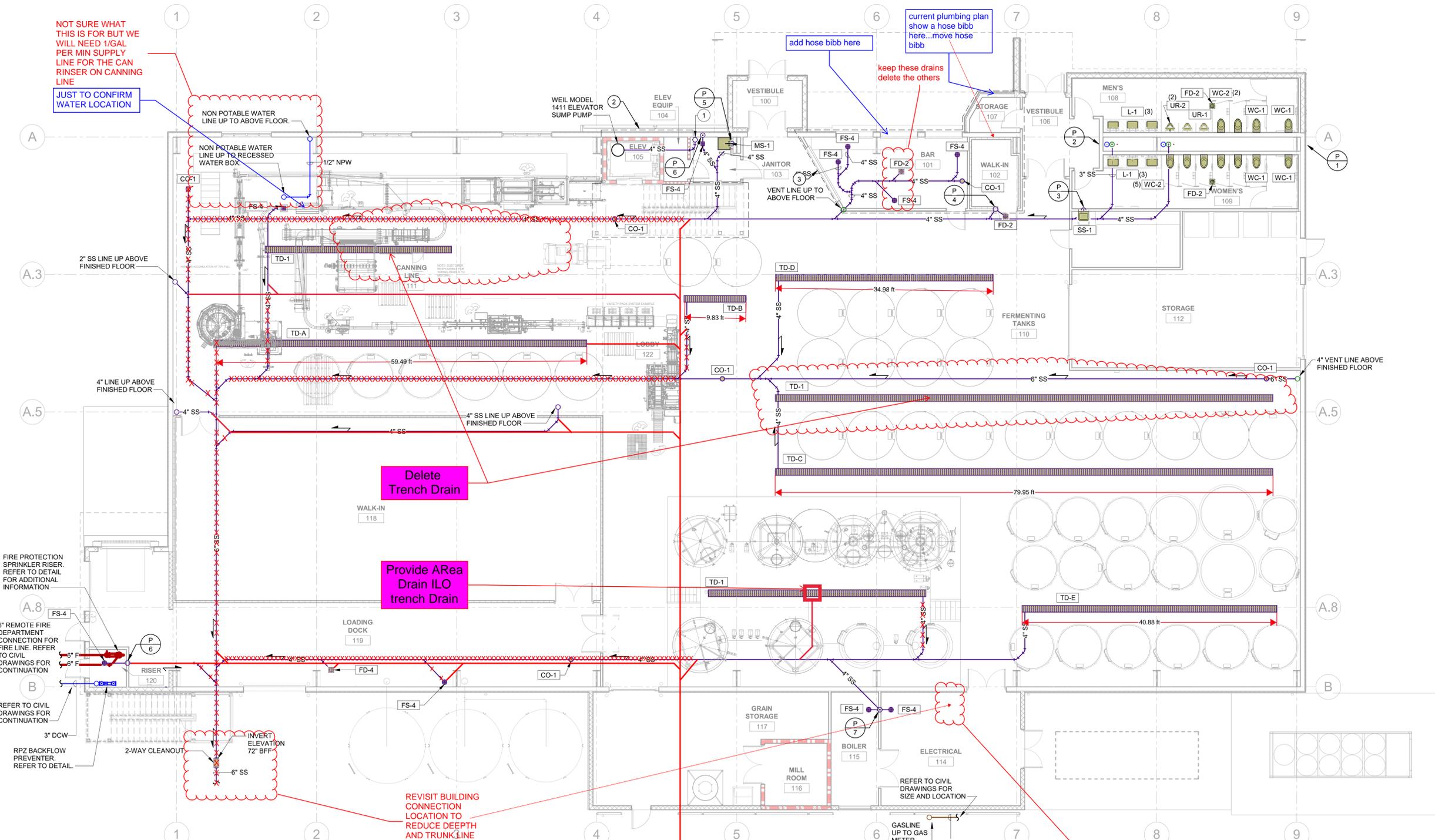
REV.#	DATE	DESCRIPTION

PROJECT NUMBER  
**2006**

DATE  
 07.01.21

SHEET TITLE  
**UNDERFLOOR PLAN - PLUMBING**

SHEET NUMBER  
**P2.00**



① UNDERFLOOR PLAN - PLUMBING  
 1/8" = 1'-0"



**SpawGlass Contractors**  
1000 West Magnolia Ave  
Fort Worth, TX 76104  
Ph: 817.288.0890

**TUPPS Brewery**

**Exhibit D –Part II Scope  
Clarifications**

**Division 23**

**November 09, 2021**



October 22, 2021

**REVISED - REV-01**

**Re: 21-054 Tupps – New Brewery and Tap Room**

We are pleased to submit our proposal as follows to provide all labor, materials, tools, equipment, and supervision necessary to complete the **Plumbing and Mechanical** portion only for the above referenced project based on plans indicated below and information furnished by Conduit architecture and design. We acknowledge Addendums #2 at this time.

<b>Base Bid Tap Room and Kitchen.....</b>	<b>\$807,380.00</b>
<b>Base Bid Brewery.....</b>	<b>\$597,896.00</b>
<b>Base Bid Barrel Aging Building.....</b>	<b>\$69,020.00</b>

**Sales Tax not included on Labor or Materials**

**Add \$91,000 for sales tax  
Total: \$1,565,296**

The following is included for clarification for our price:

**Scope of Work**

**Our bid includes:**

1. Drawings based on (Issued Date 07/01/2021):
  - a. Mechanical:
    - i. Brewery – M0.00, M2.00, M2.01, M3.00, M3.01, M4.00, M4.01, MEP2.00, MEP3.00  
One BIG FAN deleted, One heater deleted, AC-05 down-sized, AC-04 deleted, Bar gone, two heaters added, surface mount grilles on duct, 145' of trench drain deleted, one area drain added, 3 drains deleted from Bar 101, delete COXREEL and ground hydrant
    - ii. Tap Room and Kitchen – M0.00, M2.00, M3.00, M3.01, M4.00, MEP2.00, MEP3.00  
Floor plan changed as discussed. Half od kitchen is deleted, footprint of building is changed, bathroom fixture count remains the same. The Party Room is gone. Plumbing changes as discussed
    - iii. Barrel Aging Building – MP0.00, MP2.01, MP4.00, MP4.01, MP5.00 Two NFHB's were delete, including piping.
  - b. Plumbing:
    - i. Brewery – P0.00, P2.00, P2.01, P2.02, P4.00, P4.01, P4.02, P4.03, P5.00
    - ii. Tap Room and Kitchen – P0.00, P2.00, P2.01, P3.00, P3.01, P4.00, P5.00
2. Furnish and install plumbing piping as follows:
  - a. Condensate: Copper type L pipe with soldered joints
  - b. Domestic water: Copper type L pipe with soldered joints
  - c. Gas: Foreign standard weight black steel pipe with welded and threaded joints
  - d. Non potable water: Copper type L pipe with soldered joints
  - e. Sanitary waste above ground: No hub cast iron pipe with standard no hub couplings
  - f. Sanitary waste below ground: PVC DWV pipe with solvent joints
  - g. Grease Waste Below Ground: Service weigh cast iron pipe with gasket joints
  - h. Flue: PVC pipe with solvent joints
3. Furnish and install mechanical piping as follows:
  - a. Refrigerant pipe: Copper type ACR pipe with silver soldered joints
4. Perform excavation for the below ground plumbing piping shown on the P series drawings.
  - a. Excavation is based on a maximum depth of 5'0"
  - b. Backfill is based on the use of existing removed material
  - c. Water for compaction is based on onsite availability, exclude water truck
5. Furnish and install Mechanical equipment as shown on plans, less discussed items.
6. Duct
  - a. Rectangular galvanized ductwork (Liner where require)
  - b. Round Single low pressure galvanized ductwork (No Liner)
  - c. Insulated low pressure flexible ductwork

- d. Hanger and supports for all ductwork
  - e. Turning vanes
  - f. Flexible connections
  - g. Splitter and manual dampers
  - h. Sealer
  - i. Spiral pipe
7. Insulation
- a. HVAC:
    - i. Concealed Supply, Return Air & Diffusers: 2" Thick 1.5# Fiberglass Flexible Blanket with a Factory applied FSK Vapor Barrier Jacket. All seams & laps sealed with a Matching 3" wide FSK Vapor Barrier Tape. Cup Head pins will be installed as require preventing insulation from sagging.
    - ii. Kitchen Exhaust: 2 layers of 1.5 Thick 2 hours rate 3M fire wrap. Installed over the duct and held in place with 3/4" stainless steel bands and secured with 3/4" stainless steel wing seals.
    - iii. Refrigerant Piping Suction line only: .5" thick flexible elastomeric pipe cover insulation with all fittings being field cut mitered on site. All outdoor Pipe Will be cover with 374 white Armaflex paint.
    - iv. Condensate drain Indoors Only: .5" thick flexible elastomeric pipe cover insulation with all fittings being field cut mitered on site. (No Specs)
  - b. Plumbing Piping:

Domestic Cold Water: .5" Thick Fiberglass Pipe Insulation for sizes up to 1.25 Inch Pipe and 1" Thick Fiberglass for sizes 1.5 Inch and Larger with a Factory applied ASJ Vapor Barrier Jacketing. All Butt-Joints will be sealed with a 3" wide ASJ Vapor Barrier Tape. All Exposed Pipe will be cover with Metal Jacketing.

    - i. Domestic Hot Water: 1" Thick Fiberglass Pipe Insulation for sizes up to 1.25 Inch Pipe and 1.5" Thick Fiberglass for sizes 1.5 Inch and Larger with a Factory applied ASJ Vapor Barrier Jacketing. All Butt-Joints will be sealed with a 3" wide ASJ Vapor Barrier Tape. All Exposed Pipe will be cover with Metal Jacket.
8. Controls
- a. Stand alone thermostats only
9. Test and balance.
10. Bid is based on work being performed during normal working hours.
11. Notes
- a. Due to the fluctuating Steel Market, Weldon Contractors reserves the right to reprice material after 30 days from 6/8/2021. Increases of 20% or more will result in a requested Change Order.
  - b. Lead times on material have significantly increased, Weldon Contractors will provide submittals, and release material immediately upon approved submittals return to minimize wait times. With this effort in mind Weldon Contractors will not be responsible for any project delays due to Material Lead times. We will do our due diligence and provide frequent status updates.

**Exclusions**





Thank you very much for the opportunity to present this proposal. We would appreciate the opportunity to discuss this quote and our project approach with you in person. If we are selected to be your partner on this project, we commit our resources to make the project successful for you. We will call you to see if we can be of further assistance or if you have further questions or if additional information is needed, please do not hesitate to call me at 817-460-1111.

Sincerely,

Doug Blount  
Director of Preconstruction



**SpawGlass Contractors**  
1000 West Magnolia Ave  
Fort Worth, TX 76104  
Ph: 817.288.0890

**TUPPS Brewery**

**Exhibit D –Part II Scope  
Clarifications**

**Division 26**

**November 09, 2021**



October 19<sup>th</sup>, 2021

RE: TUPPS Tap Room & Kitchen  
402 E. Louisiana St.  
McKinney, TX 75069

From: Texas of All Tech Electric LLC.  
194 Industrial Blvd. Suite 108  
McKinney, TX 75069

Dear Estimating Team

We propose to furnish the labor and materials necessary to install the electrical work for the above reference project in accordance drawing and specifications up to 09/20/2021 and the following scope of work for the sum of:

**Four Hundred Thirty-Six Thousand, Nine Hundred Seventy-One Dollars, and Zero Cents**  
..... **\$436,971.00**

**SCOPE OF WORK**

- Provide and Install Temp Power**
- Provide and Install Interior Lighting and Site Lighting (Per Attached Revised Drawing)**
- Provide and Install Lighting Controls**
- Provide and Install Power with increased (8-10) devices per circuit (Per Rev. Drawing)**
- Provide and Install Power, Disconnect, and Connection to HVAC**
- Provide and Install Panel Switchgear and Panelboards**
- Provide and Install Primary Raceways with Aluminum Feeders**
- Provide and Install Secondary Raceways with Aluminum Conductors**
- Provide and Install Single Point Connection to disconnect for owner provide equipment**
- Provide and Install Raceways for Fire Alarm (Stub to nearest open ceiling)**
- Provide and Install Raceways for Tele/Data (Stub to nearest open ceiling)**
- Provide and Install Raceways for T-Stat (Stub to nearest open ceiling)**

**Clarifications:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Silo circuits have been changed to 20A lighting circuits.
5. Excessive Equipment and GFI/GFCI circuits have been changed normal duplex circuits.
6. Lower Catering area has been removed.
7. Price based off of VE Lighting and Gear Package.
8. Revised Kitchen layout was used for takeoff. (See attached)
9. Reduced Bar duplex quantity.
10. Omission of Small Bar Scope.
11. MC Whips and Branch used up to spider boxes for Home Runs.
12. Omission of the following HVAC units and related scope: RTU 3, RTU 5, Kitchen Hood(LA-5), 60a Grease Hood.
13. Omission of Site GFI Circuits.
14. Site communication feeds of 150 have been included in scope.
15. This proposal is subject to mutual agreement on and execution of a written contract.
16. This proposal will remain in effect for 14 days.

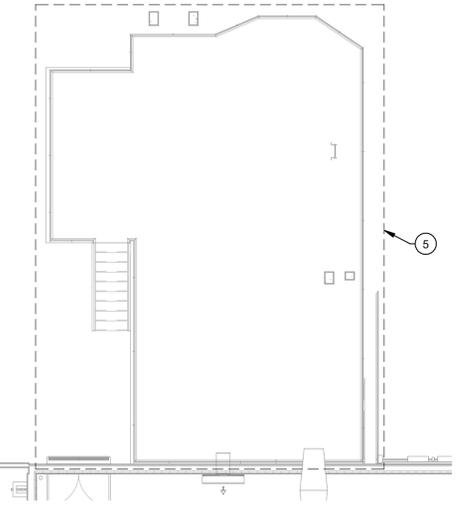
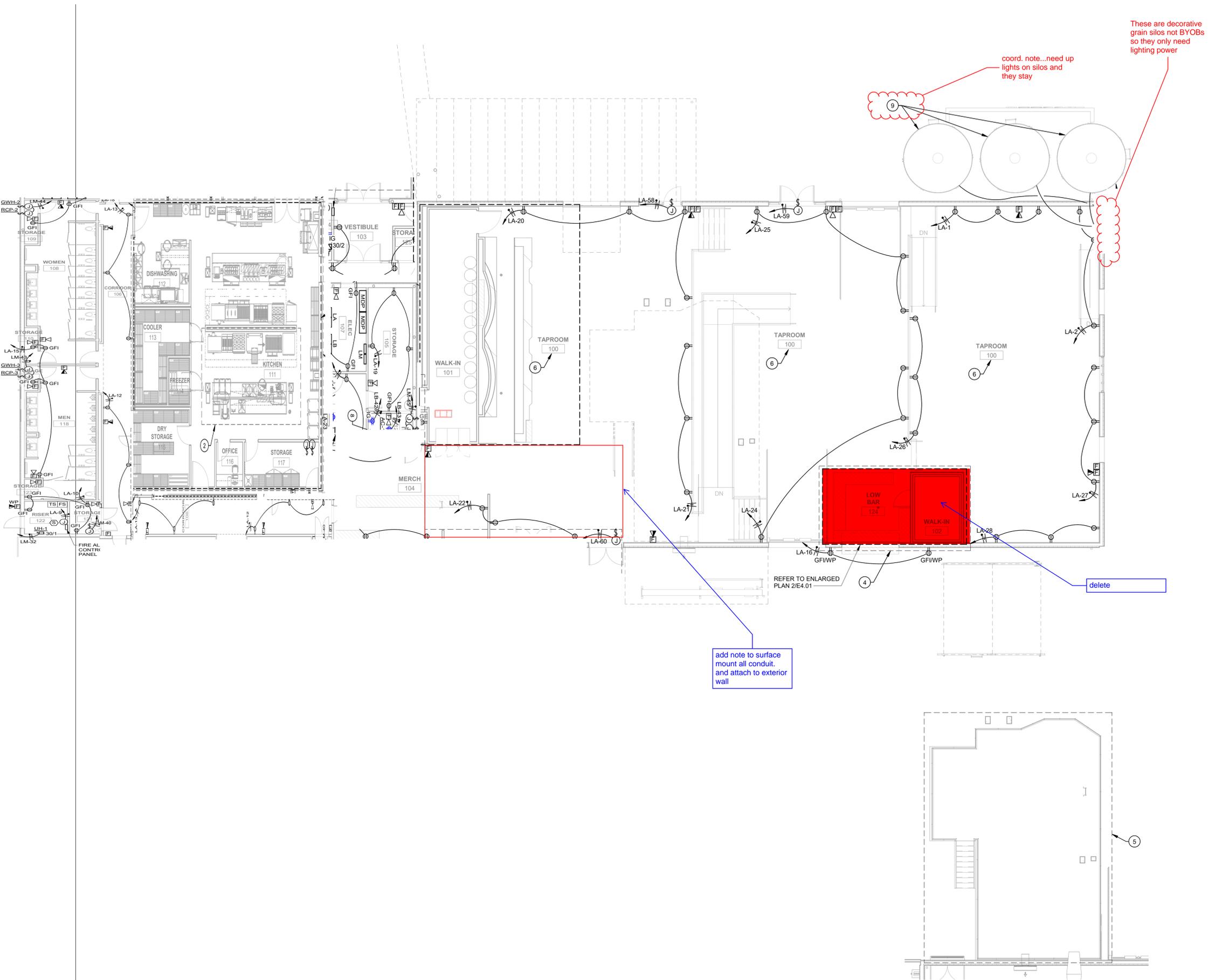
Thank you for the opportunity of submitting this proposal. I trust it will warrant your favorable consideration.

Sincerely  
Riley Cottrell  
Estimator

194 Industrial Blvd. Suite# 108 McKinney, TX 75069 Phone: 214.548.4265  
Electrical Contractor TELC 32317 [www.alltechllc.com](http://www.alltechllc.com) ELECTRICAL  
Certifications: **HUB, WBE, WOSB, DBE**  
Regulated by: The Texas Department of Licensing and Regulation, P. O. Box 12157,  
Austin, TX 78711, 1-800-803-9202, 512-463-6599 [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

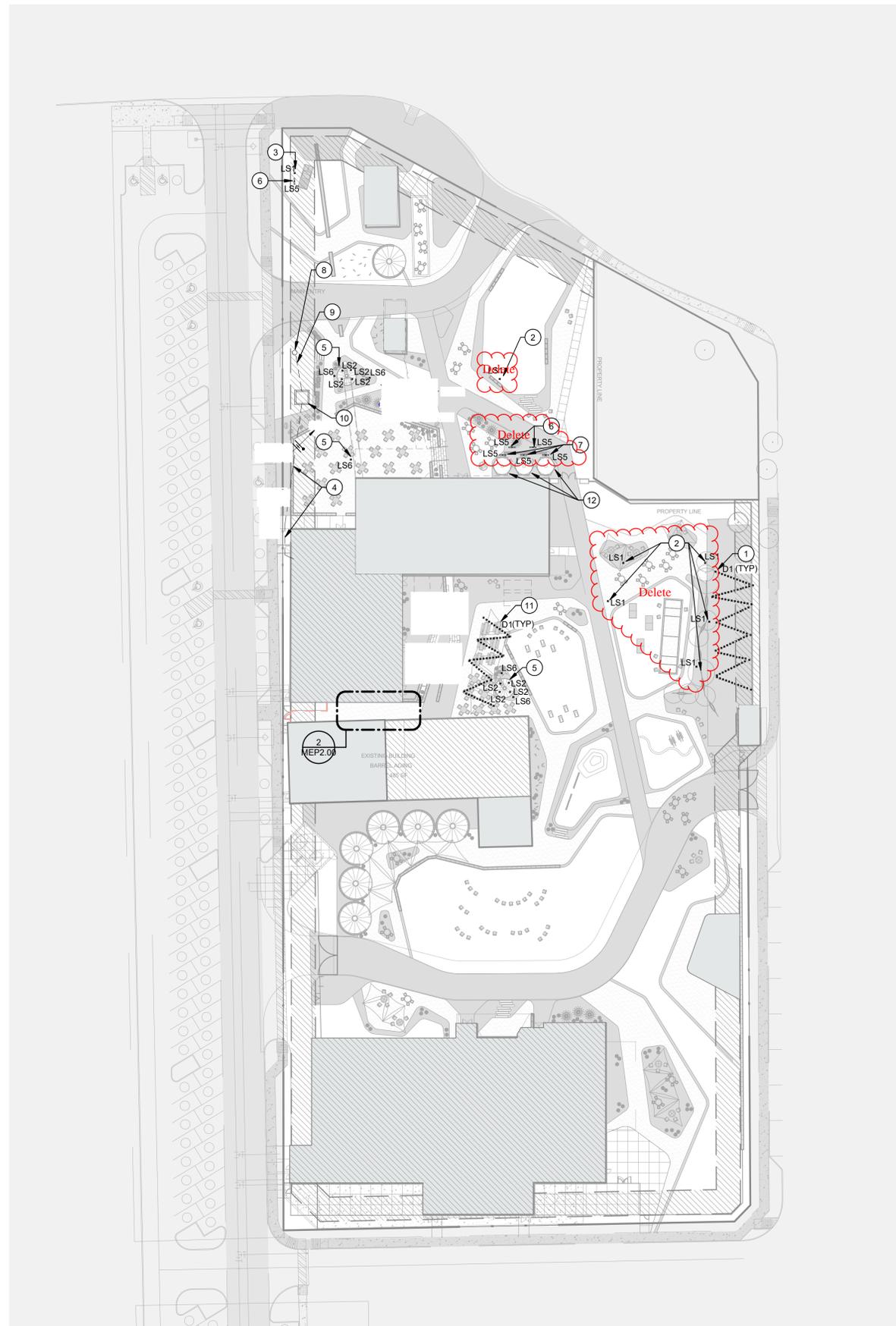
- ### GENERAL NOTES
- REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO INSTALLATION.
  - ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES.
  - ALL MATERIALS SHALL BE U.L. LISTED WHEN SUCH LISTINGS EXIST AND ALL WORK AND MATERIAL SHALL CONFORM WITH ALL CODES, REGULATIONS AND LAWS IN FORCE.
  - REFER TO E0.00 FOR TYPICAL MOUNTING HEIGHTS OF DEVICES.
  - THE COLOR OF ALL SWITCHES AND RECEPTACLES SHALL BE WHITE, U.N.O.
  - ALL ELECTRICAL OUTLETS IN WET AREAS TO BE GFCI.
  - REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION PHASING REQUIREMENTS.
  - ALL RECEPTACLES IN KITCHEN AND RESTROOMS SHALL BE GFI.
  - ALL COVERPLATES SHALL BE STAINLESS STEEL, U.N.O.
  - ALL EXPOSED CONDUITS, IN ROOMS WITH CEILING EXPOSED TO STRUCTURES, SHALL BE MOUNTED TO UNDERSIDE OF STRUCTURE AND BE PAINTED.
  - NO EXPOSED CONDUITS, INSTALL CONDUIT INSIDE NEW CMU BLOCK OR WITHIN STUD WALLS BEHIND CMU.
  - ALL CABLE TV, TELEPHONE AND COMBINATION TELEPHONE/DATA OUTLETS SHALL INCLUDE A 4" SQUARE BACKBOX, SINGLE GANG PLASTER RING AND A 1" EMT CONDUIT TO ACCESSIBLE CORRIDOR CEILING AREA. FURNISH AND INSTALL A BUSHING ON EACH END OF CONDUIT RISER. TELEPHONE, CABLE TV AND DATA WIRING SHALL BE PROVIDED BY OTHERS.
  - ALL ISOLATED GROUND RECEPTACLE CIRCUITS SHALL INCLUDE A HOT, NEUTRAL, GROUND AND ISOLATED GROUND. ISOLATED GROUND CONDUCTORS SHALL NOT BE SHARED.
  - PROVIDE BRANCH CIRCUITS WITH SEPARATE DEDICATED NEUTRAL CONDUCTOR. DO NOT SHARE NEUTRAL CONDUCTOR BETWEEN BRANCH CIRCUITS.

- ### KEY NOTES
- TAP ROOM ALTERNATE NUMBER 1 - REMOVE KITCHEN FINISH-OUT FROM SCOPE, INCLUDES REMOVAL OF ASSOCIATED KITCHEN ROOMS AND EQUIPMENT. PROVIDE UNFINISHED SHELL SPACE WITH MEP ROUGH-IN FOR FUTURE KITCHEN.
  - TAP ROOM ALTERNATE NUMBER 2 - REMOVE HALF OF KITCHEN FINISH-OUT FROM SCOPE (CATERING HALF) AND PROVIDE MEP ROUGH-IN FOR FUTURE CATERING KITCHEN.
  - TAP ROOM ALTERNATE NUMBER 3 - REMOVE PARTY ROOM FINISH-OUT AND PROVIDE UNFINISHED SHELL SPACE FOR FUTURE FINISH-OUT.
  - TAP ROOM ALTERNATE NUMBER 4 - REMOVE LOWER BAR AND WALK-IN FROM SCOPE; PROVIDE MEP ROUGH-IN FOR FUTURE LOWER BAR AND WALK-IN.
  - TAP ROOM ALTERNATE NUMBER 5 - REMOVE MEZZANINE FROM SCOPE; MEZZANINE TO REMAIN AS-IS.
  - TAP ROOM ALTERNATE NUMBER 6 - REMOVE HVAC FROM TAP ROOM AND PROVIDE HEATERS FOR FREEZE PROTECTION (CONDITION RESTROOMS, KITCHEN, AND OFFICE ONLY).
  - TAP ROOM ALTERNATE NUMBER 7 - REMOVE ADDITION FROM SCOPE.
  - OUTDOOR UNIT SERVES INDOOR UNIT; MAKE CONNECTIONS PER MANUFACTURER'S REQUIREMENTS.
  - SITE ALTERNATE NUMBER 5 - DELETE BYOB SILOS.



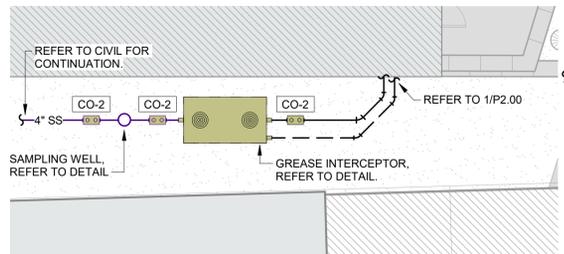
1 FLOOR PLAN - POWER & SPECIAL SYSTEMS  
 1/8" = 1'-0"

2 MEZZANINE - POWER & SPECIAL SYSTEMS  
 1/8" = 1'-0"



- ### GENERAL NOTES
- REFER TO CIVIL, LANDSCAPE AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
  - ALL EXTERIOR MOUNTED EQUIPMENT SHALL BE WEATHERPROOF TYPE.
  - ALL EXTERIOR ELECTRICAL OUTLETS SHALL BE WEATHERPROOF GFI TYPE. COORDINATE EXACT MOUNTING REQUIREMENTS AND ELEVATIONS WITH FIELD CONDITIONS. INSTALLATION TO MEET NEC REQUIREMENTS.
  - ALL EXTERIOR LIGHTING SHALL BE CONTROLLED VIA CONTACTORS (PHOTOCELL ON TIME CLOCK OFF) UNLESS OTHERWISE NOTED.
  - EMPTY CONDUIT SHALL BE CAPPED AT EACH END AND HAVE PULL STRING UNLESS OTHERWISE NOTED.
  - REFER TO ELECTRICAL FLOOR PLANS AND ARCHITECTURAL ELEVATIONS FOR EXTERIOR BUILDING MOUNTED LIGHTING LOCATIONS.
  - PROVIDE LARGE RADIUS 90 DEGREE SWEEPING BENDS FOR ALL U.G. CONDUITS.
  - THE ACRONYM "AHJ" AS INDICATED ON THIS PROJECT STANDS FOR "AUTHORITY HAVING JURISDICTION"
  - THE WORD "PROVIDE" MEANS: FURNISH, INSTALL AND MAKE FINAL CONNECTION TO THE EQUIPMENT PER THE EQUIPMENT MANUFACTURER'S SPECIFICATIONS, REQUIREMENTS, UL, NEC AND AHJ.
  - COORDINATE ALL SERVICES REQUIREMENTS WITH UTILITY COMPANIES AND INCLUDE ALL WORK REQUIRED IN BID. INITIAL UTILITY CONTACT INFORMATION IS AS FOLLOWS:  
 ATMOS ENERGY CORPORATION - MR. BRENT D. PROFFITT III, 214.733.5133 (OFFICE), Brent.Proffitt@atmosenergy.com.  
 ONCOR ELECTRIC DELIVERY - MR. MICHAEL ALFORD, 972.977.8829 (CELL), michael.alford@oncor.com.  
 AT&T - MR. FRANK WRIGHT, 972.649.8736 (OFFICE), Fw1569@att.com.  
 SPECTRUM - MR. PATRICK SAULS, 214.320.7576 (OFFICE), 214.422.1537 (CELL), Patrick.Sauls@charter.com.
  - UTILITIES INFORMATION ARE APPROXIMATELY SHOWN. FIELD VERIFY ALL LOCATIONS AND SITE CONDITIONS PRIOR TO BID/CONSTRUCTION.
  - PROVIDE FOR ALL EXPENSES TO RELOCATE/REMOVE EXISTING UTILITIES INCLUDING BUT ARE NOT LIMITED TO POWER, TELEPHONE, CABLE, ETC. PER UTILITY COMPANIES SPECIFICATIONS AND REQUIREMENTS. PROVIDE UNDERGROUND PULL BOXES AS REQUIRED.
  - VERIFY ALL SITE WORK REQUIRED TO BE DONE SUCH AS EXCAVATIONS, TRENCHES, CAISSONS, WALLS, ETC. FIELD SURVEY THE EXISTING SITE IN ORDER TO GAIN KNOWLEDGE OF THE EXISTING SITE CONDITIONS & ALL U.G. PIPING ON THIS PARTICULAR SITE. THE ENGINEERS ASSUME NO RESPONSIBILITY FOR DETERMINING ANY EXISTING U.G. PIPING LOCATIONS, SIZE, DEPTH OR HAZARD. CONTACT AND COORDINATE WITH THE UTILITY COMPANIES PRIOR TO DIGGING.
  - FOR ROUTING OF UNDERGROUND ELECTRICAL FEEDERS OR BRANCH CIRCUITS PROVIDE NECESSARY PULL BOXES AS REQUIRED BY THE NEC AND LOCAL CODE REQUIREMENTS; IF LOCATED IN TRAFFIC AREAS PROVIDE TRAFFIC RATED PULL BOXES.
  - ALL SITE LIGHTING SHALL ADHERE TO MCKINNEY, TX CODE OF ORDINANCES (ORD. NO. 2006-10-113, 1(35-6), 10-3-2006) SEC. 58-7. - EFFECTIVE OUTDOOR LIGHTING.

- ### KEY NOTES
- BISTRO LIGHT FIXTURE. FIELD MEASURE EXACT LENGTH AS REQUIRED. PROVIDE LIGHT SWITCH IN ADJACENT BAR. COORDINATE EXACT LOCATION FOR SWITCH WITH OWNERS REP. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL. CONNECT TO 20AMP, 120VOLT DEDICATED CIRCUIT. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - TREE UP-LIGHT FIXTURE. STEM MOUNTED. COORDINATE EXACT FIXTURE LOCATION WITH LANDSCAPE DRAWINGS AS REQUIRED. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT CIRCUIT LA-48. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - GROUND MOUNTED SPOT LIGHT FIXTURE FOR CAR ON HILL DISPLAY. COORDINATE EXACT FIXTURE LOCATION WITH ARCHITECTURAL DRAWINGS AS REQUIRED. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT CIRCUIT LA-44. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - APPROXIMATE LOCATION FOR ROUTING OF SECONDARY ELECTRICAL SERVICE FROM THE PAD MOUNTED TRANSFORMER TO MAIN DISTRIBUTION PANEL MDP.
  - LIGHT FIXTURES FOR WATER FEATURE. COORDINATE EXACT FIXTURE LOCATION AND FIXTURES REQUIRED TO PROVIDE FULL COVERAGE OF WATER FEATURE. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT DEDICATED CIRCUIT LA-45. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - GROUND MOUNTED LIGHT FIXTURE FOR SIGNAGE LIGHTING. COORDINATE EXACT FIXTURE LOCATION AND FIXTURES REQUIRED TO PROVIDE FULL COVERAGE OF SIGN. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT CIRCUIT LA-44. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - GROUND MOUNTED ON PEDESTALS. PROVIDE 3 SPOT LIGHT FIXTURE FOR SILO LIGHTING. COORDINATE EXACT FIXTURE LOCATION AND FIXTURES REQUIRED TO PROVIDE FULL COVERAGE OF SILO. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT CIRCUIT LA-46. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - APPROXIMATE LOCATION OF ELECTRIC UTILITY POWER POLE; CONFIRM FINAL LOCATION WITH ELECTRIC UTILITY COMPANY AND PROVIDE FOR ACCORDINGLY.
  - APPROXIMATE LOCATION OF PRIMARY SERVICE CONDUITS FROM POLE RISER TO PAD MOUNTED TRANSFORMER; CONFIRM FINAL REQUIREMENTS WITH ELECTRIC UTILITY COMPANY AND PROVIDE FOR ACCORDINGLY.
  - APPROXIMATE LOCATION OF THE ELECTRIC UTILITY COMPANY PAD MOUNTED TRANSFORMER; CONFIRM FINAL REQUIREMENTS WITH ELECTRIC UTILITY COMPANY AND PROVIDE FOR ACCORDINGLY.
  - CANOPY LIGHT FIXTURE. FIELD MEASURE EXACT LENGTH AS REQUIRED. PROVIDE LIGHT SWITCH ADJACENT TO CANOPY. COORDINATE EXACT LOCATION FOR SWITCH WITH OWNERS REP. POWER LIGHTING CIRCUIT FROM NEW TAP ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT DEDICATED CIRCUIT LA-48. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
  - SITE ALTERNATE NUMBER 5 - DELETE BY OB SILOS.



1 SITE PLAN - MEP  
 1" = 40'-0"

2 GREASE WASTE ROUTING  
 1/8" = 1'-0"



Tuesday, October 19, 2021

RE: TUPPS Brewery Building  
402 E. Louisiana St.  
McKinney, TX 75069

Zeb,

We propose to furnish the labor and materials necessary to install the electrical work for the above reference project in accordance drawing and specifications up to 07/01/2021 and the following scope of work for the sum of:

**Base Price** **\$641,664.00**

SCOPE OF WORK

**GENERAL POWER AND CONNECTIONS**

- 1) Provide and install power and connections to the following per the attached marked-up drawings.
  - a. GFCI outlets and duplex outlets. All outlets circuited 8-10 devices per circuit.
    - i. (3) Circuits for Bar
  - b. (4) EVAP's for Cooler Area
  - c. (2) Walk in Cooler Door Heaters
  - d. (2) Air Compressors (Aluminum Feeder)
  - e. (1) Keg Washer (Aluminum Feeder)
  - f. (2) Battery Chargers
  - g. (7) Exhaust Fans
  - h. (5) Fan Coil Units (AC-1 through AC-5)
  - i. (1) Boiler Connection
  - j. (1) Welder Receptacle
  - k. (8) Gas-Fired Infrared Heaters (RH-1 through RH-8)
  - l. (5) Unit Heaters (UH-1 through UH-5)
  - m. (2) J-boxes for HVLS Fans (Provided and Installed by Others)
  - n. (4) Condensing Units
  - o. (1) Chiller (One Single 480v Connection)
  - p. (4) 120v and 480v 20-amp receptacles in lieu of cord reels
  - q. (1) Elevator Connection
    - i. (1) 70 Amp Shunt Trip Enclosed Breaker
    - ii. (1) Sump Pump Outlet
    - iii. (1) Convenience GFCI Outlet
    - iv. (1) Light Switch
    - v. (1) Lot Pit Lighting
    - vi. (1) Lockable 30 Amp Disconnect for Cab Lights

### **LIGHTING AND CONTROLS**

- 1) Provide VE Lighting and Controls per attached marked-up drawings.

### **SITE/SERVICE**

- 1) VE Gear Package (Aluminum Bus)
- 2) Compact Aluminum XHHW used for Feed from Utility Transformer to MSB
- 3) Panel HMB Deleted
- 4) TLMS and LMS Feeds, Disconnects, Transformers, and Panels Deleted (GFCI Added at Same Location)
- 5) TLK and LK Feeds, Disconnects, Transformers, and Panels Deleted
- 6) Type D1 Lights Deleted East Side of Brewery
- 7) Type LS5 Lights Deleted at North Side of Brewery
- 8) (150') of (3) 3" PVC Provided for Future Generator
- 9) (1) 4" and (2) 1" PVC Conduits Provided for Future Chiller
- 10) (2) 4" and (2) 3" PVC Conduits at 140' for Data Primary

### **CANNING**

- 1) Provide S.O. Cord Connections to the Following Items from VFD and Control Panels. All Equipment to be Provided with Integral Disconnects.
  - a. Ionized Air Rinse Cage
  - b. FILTEC
  - c. External Can Dryer
  - d. Dics W/Airblaster
  - e. In-Line 700VS Labeler
  - f. Motor Connections
    - i. M1 – M6 by SKA FAB Tech
    - ii. M7 – M17 by All Tech

### **BREWERY PROCESS COMBINED SYSTEMS**

- 1) Provide S.O. Cord Connections to the Following Items from CP1 and CP2. All Equipment to be Provided with Integral Disconnects.
  - a. From CP1 to M1 – M4
  - b. From CP1 to P1 – P11
  - c. From CP2 to M5 – M11

### **Clarifications:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Special Systems (Data, Fire Alarm, Security, AV, and Thermostats) stubbed up to accessible or open ceilings. J -Hooks, Cable Tray, or Other Supports by Others.
5. This proposal is subject to mutual agreement on and execution of a written contract.
6. This proposal will remain in effect for 7 days.

194 Industrial Blvd. Suite# 108 McKinney, TX 75069 Phone: 214.548.4265  
Electrical Contractor TELC 32317 [www.alltechllc.com](http://www.alltechllc.com) ELECTRICAL  
Certifications: **HUB, WBE, WOSB, DBE**  
Regulated by: The Texas Department of Licensing and Regulation, P. O. Box 12157,  
Austin, TX 78711, 1-800-803-9202, 512-463-6599 [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

Thank you for the opportunity of submitting this proposal. I trust it will warrant your favorable consideration.

Sincerely

Jason Lesley  
VP - Operations

194 Industrial Blvd. Suite# 108 McKinney, TX 75069 Phone: 214.548.4265  
Electrical Contractor TELC 32317 [www.alltechllc.com](http://www.alltechllc.com) ELECTRICAL  
Certifications: **HUB, WBE, WOSB, DBE**  
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Austin, TX 78711, 1-800-803-9202, 512-463-6599 [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

### BREWERY EQUIPMENT NOTES

1. THE VARIOUS BREWERY PROCESS EQUIPMENT ITEMS ARE BEING PROCURED AND INSTALLED BY THE OWNER'S SEPARATE CHOSEN VENDORS. CONFIRM ALL FINAL ELECTRICAL CONNECTIONS, GENERAL EQUIPMENT INTERFACE ITEMS, CONTROLS, STARTERS/DISCONNECT SWITCHES, VFD'S, MOUNTING BRACKETS/SUPPORTS, VENDORS OVERALL PROVIDED SCOPE, ETC. TYPE ITEMS AND ACCOUNT FOR SUCH WITHIN BID FOR ANY NECESSARY COORDINATION OR GENERAL SUPPORT REQUIREMENTS RELATED TO THE FINAL INSTALLED BREWERY EQUIPMENT ITEMS AS CHOSEN BY THE OWNER. ALL FINAL INSTALLED ELECTRICAL ITEMS TO MEET ALL CODES, AND ACCOMMODATE NECESSARY MAINTENANCE CLEARANCES, ETC.

### KEY NOTES

- ALL ELECTRICAL DEVICES, RACEWAYS, FITTINGS, ETC. THIS ROOM TO BE RATED FOR CLASS II, DIVISION 2 (GROUP G) REQUIREMENTS IN ACCORDANCE WITH NFPA 70, NATIONAL ELECTRICAL CODE, AND ALL LOCAL CODES AND ORDINANCES.
- PROVIDE JUNCTION BOX FOR POWER CONNECTION TO SENSOR ACTIVATED PLUMBING FIXTURES; TRANSFORMER(S), MAKE CONNECTIONS PER MANUFACTURER'S REQUIREMENTS. CONCEAL J-BOX IN WALL AND PROVIDE NECESSARY ACCESS PANEL. COORDINATE FINAL LOCATION OF DEVICES WITH ARCHITECT PRIOR TO INSTALLATION.
- PRIOR TO ROUGH-IN OF ELECTRICAL DEVICES IN THIS SPACE, COORDINATE WITH OWNER'S REPRESENTATIVE'S TO OBTAIN A LIST OF ACTUAL EQUIPMENT BEING PROVIDED. THE ELECTRICAL CONTRACTOR SHALL PRODUCE A 1/4" SCALE SHOP DRAWING LAYOUT FOR SUBMITTAL FOR THE OWNER'S REVIEW AND APPROVAL OF EQUIPMENT LOCATIONS. ONCE OWNER HAS SIGNED OFF ON SHOP DRAWING LAYOUT OF EQUIPMENT, PROVIDE FINAL FIELD MOCKUP OF VARIOUS DEVICE LOCATIONS FOR OWNER TO SIGN OFF IN THE FIELD PRIOR TO ACTUAL ELECTRICAL DEVICE ROUGH-IN. INCLUDE FOR GENERAL RELOCATION OF DEVICES WITHIN THE SAME AREA WITHOUT ANY ADDITIONAL COST TO THE PROJECT.
- PROVIDE FOR OVERHEAD ELECTRICAL POWER AT THIS LOCATION VIA CORD REEL WITH 30' LENGTH CABLING, CORD REEL TO BE RATED FOR 20AMPS, AT 240V, 3-PHASE. CONFIRM FINAL CORD REEL RECEPTACLE NEMA CONFIGURATION WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING OR INSTALLING DEVICE. PROVIDE CORD REEL WITH #10 CONDUCTORS, AND ADJUST CABLE STOP AT LEVEL AS DIRECTED BY OWNER; SUPPORT FROM STRUCTURE ABOVE PER MANUFACTURER'S REQUIREMENTS. OVERALL CORD REEL NEMA RATING TO MEET NECESSARY REQUIREMENTS BASED ON LOCATION INSTALLED; CONFIRM FINAL POSSIBLE NEMA RATING REQUIREMENTS WITH OWNER.
- RESTROOM LIGHTS AND FAN TO TURN ON BASED ON MOTION SENSOR.
- CONFIRM FINAL DEVICE REQUIREMENTS AND FINAL INSTALLATION LOCATION WITH OWNER'S FINAL CHOSEN BREWERY PROCESS EQUIPMENT VENDORS. PROVIDE DISCONNECT SWITCH, COMBINATION STARTER/DISCONNECT SWITCH, VFD, MOUNTING BRACKETS/SUPPORTS, NEMA RATING, NEMA SIZE, CONTROL VOLTAGE, CONTROL WIRING, CONTROL EQUIPMENT, ETC. BASED ON FINAL VENDOR REQUIREMENTS; CONFIRM ALL REQUIREMENTS AND PROVIDE FOR ACCORDINGLY PRIOR TO BID OR INSTALLATION OF ANY EQUIPMENT, BRANCH CIRCUITS, ETC.
- APPROXIMATE LOCATION TO STUB UP EMPTY CONDUITS FOR OWNER'S FUTURE CHILLER POWER AND CONTROL REQUIREMENTS (TWO 1" EMPTY CONDUITS FOR CONTROLS); CONFIRM FINAL LOCATION WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- PROVIDE FOR OVERHEAD ELECTRICAL POWER AT THIS LOCATION VIA CORD REEL WITH 30' LENGTH CABLING, CORD REEL TO BE RATED FOR 20AMPS, AT 240V, 3-PHASE. CONFIRM FINAL CORD REEL RECEPTACLE NEMA CONFIGURATION WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING OR INSTALLING DEVICE. PROVIDE CORD REEL WITH #10 CONDUCTORS, AND ADJUST CABLE STOP AT LEVEL AS DIRECTED BY OWNER; SUPPORT FROM STRUCTURE ABOVE PER MANUFACTURER'S REQUIREMENTS. OVERALL CORD REEL NEMA RATING TO MEET NECESSARY REQUIREMENTS BASED ON LOCATION INSTALLED; CONFIRM FINAL POSSIBLE NEMA RATING REQUIREMENTS WITH OWNER.
- PROVIDE NEMA 8-50R RECEPTACLE TO ACCOMMODATE OWNER FURNISHED WELDER AT THIS LOCATION. CONFIRM EXACT REQUIREMENTS PRIOR TO INSTALLING CIRCUIT BREAKER, BRANCH CIRCUIT, ETC.
- BREWERY ALTERNATE NUMBER 1 - DELETE BAR AND WALK-IN; PROVIDE MEP ROUGH-IN FOR FUTURE BAR AND WALK-IN.
- BREWERY ALTERNATE NUMBER 2 - DELETE MEZZANINE FROM SCOPE. THIS INCLUDES REMOVING OFFICES, STAIRS, HVAC, AND ELEVATOR.

### GENERAL NOTES

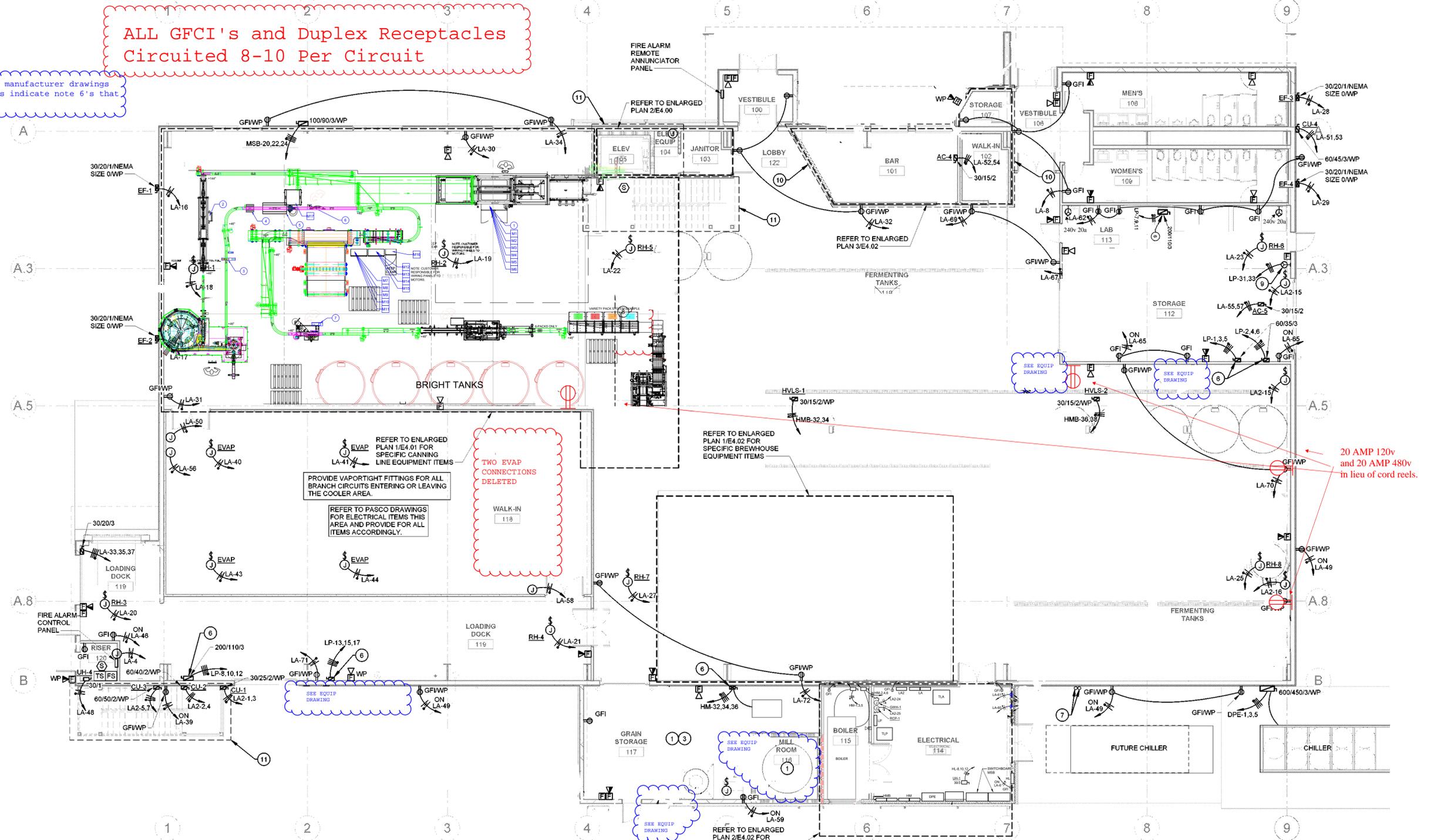
- REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO INSTALLATION.
- ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES.
- ALL MATERIALS SHALL BE U.L. LISTED WHEN SUCH LISTINGS EXIST AND ALL WORK AND MATERIAL SHALL CONFORM WITH ALL CODES, REGULATIONS AND LAWS IN FORCE.
- REFER TO E090 FOR TYPICAL MOUNTING HEIGHTS OF DEVICES.
- THE COLOR OF ALL SWITCHES AND RECEPTACLES SHALL BE WHITE, U.N.O.
- ALL ELECTRICAL OUTLETS IN WET AREAS TO BE GFCI, AND THOSE SUBJECT TO HOSE DOWN SHALL INCLUDE WET LOCATION RATED COVERS.
- REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION PHASING REQUIREMENTS.
- ALL RECEPTACLES IN KITCHEN, BAR, AND RESTROOM AREAS SHALL BE GFI.
- ALL COVERPLATES SHALL BE STAINLESS STEEL, U.N.O.
- ALL EXPOSED CONDUITS, IN ROOMS WITH CEILING EXPOSED TO STRUCTURES, SHALL BE MOUNTED TO UNDERSIDE OF STRUCTURE AND BE PAINTED.
- WITHIN THE BREWERY EQUIPMENT AREAS UTILIZE NEMA 4X DEVICES AND WATERTIGHT CONDUITS AND FITTINGS FOR ALL AREAS. CONFIRM ANY POSSIBLE HAZARDOUS LOCATION AREAS WITH ARCHITECT, AND PROVIDE FOR APPROPRIATELY RATED ELECTRICAL DEVICES FOR TYPE OF LOCATION INSTALLED IN REGARDLESS OF RATING NOTED. PROVIDE ANY RECEPTACLES WITHIN THESE AREAS WITH WEATHERPROOF COVERS THAT MAINTAIN THEIR WET LOCATION LISTING WHEN IN USE.
- ALL CABLE TV, TELEPHONE AND COMBINATION TELEPHONE/DATA OUTLETS SHALL INCLUDE A 4" SQUARE BACKBOX, SINGLE GANG PLASTER RING AND A 1" EMT CONDUIT TO ACCESSIBLE CORRIDOR CEILING AREA. FURNISH AND INSTALL A BUSHING ON EACH END OF CONDUIT RISER. TELEPHONE, CABLE TV AND DATA WIRING SHALL BE PROVIDED BY OTHERS.
- ALL ISOLATED GROUND RECEPTACLE CIRCUITS SHALL INCLUDE A HOT, NEUTRAL, GROUND AND ISOLATED GROUND. ISOLATED GROUND CONDUCTORS SHALL NOT BE SHARED.
- PROVIDE BRANCH CIRCUITS WITH SEPARATE DEDICATED NEUTRAL CONDUCTOR. DO NOT SHARE NEUTRAL CONDUCTOR BETWEEN BRANCH CIRCUITS.
- ALL ELECTRICAL DEVICES AND ASSOCIATED ELECTRICAL CIRCUITS, ETC. INSTALLED IN MILL ROOM 115 AND GRAIN STORAGE 116 SHALL ADHERE TO CLASS II, DIVISION 2 (GROUP G) REQUIREMENTS IN ACCORDANCE WITH NFPA 70, NATIONAL ELECTRICAL CODE, AND ALL LOCAL CODES AND ORDINANCES.
- CONFIRM FINAL ELECTRICAL REQUIREMENTS RELATED TO ALL OWNER BREWERY OR KITCHEN RELATED EQUIPMENT ITEMS WITH OWNER'S CHOSEN VENDORS FOR THESE VARIOUS BREWERY OR KITCHEN EQUIPMENT ITEMS. THIS INCLUDES BUT IS NOT LIMITED TO CANNING LINE, BREWHOUSE, VARIOUS GRAIN SYSTEMS, KITCHEN EQUIPMENT, BAR AREA ITEMS, ETC. AND PROVIDE FOR ALL NECESSARY REQUIREMENTS ACCORDINGLY WITHIN BID.

ALL GFCI's and Duplex Receptacles Circuited 8-10 Per Circuit

All Note 6's Deleted and Replaced with manufacturer drawings with the exceptions below. Blue clouds indicate note 6's that were deleted.

NOTE 6's THAT WERE NOT DELETED

ITEM	CIRCUIT NUMBER
1) BATTERY CHARGER	LP-1,3,5
2) BATTERY CHARGER	LP-2,4,6
3) AIR COMPRESSOR	LP-8,10,12
4) KEG WASHER	LP-13,15,17
5) AIR COMPRESSOR	LP-7,9,11



1 FLOOR PLAN - POWER & SPECIAL SYSTEMS  
1/8" = 1'-0"

### INTERIM REVIEW ONLY

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Engineer: Victor Meza, P.E.  
 License No.: TX 11105  
 Date: 07/01/2021

ISSUED FOR CAMP, 95% CONSTRUCTION DOCUMENTS  
**07.01.21**

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**MEZA ENGINEERING, INC.**

**TUPPS BREWERY**

402 E. LOUISIANA ST, MCKINNEY, TX 75069

REV#	DATE	DESCRIPTION

PROJECT NUMBER  
**2006**

DATE  
**07.01.21**

SHEET TITLE  
**FLOOR PLAN - POWER & SPECIAL SYSTEMS**

SHEET NUMBER  
**E2.00**

### KEY NOTES

1. INSTALL A REMOTE 20 A, 120 V, GFCI DEVICE TYPE LEVITON R98-GFRBF-0KW OR APPROVED SIMILAR FOR DEDICATED CIRCUIT. ENSURE IT IS EASILY ACCESSIBLE WHERE INSTALLED. WIRE THE REMOTE GFCI DEVICE IN SERIES AND AHEAD OF THE EQUIPMENT.
2. PROVIDE RECESSED TYPE DUPLEX RECEPTACLE FOR INSTALLATION BEHIND DIGITAL DISPLAY. REFER TO DRAWING A303 FOR TV & INTERACTIVE BOARD TYPES DEVICE ELEVATIONS, AND COORDINATE WITH OWNER'S CHOSEN LOW VOLTAGE SYSTEMS GROUP.
3. APPROXIMATE LOCATION FOR A FLOOR MOUNTED DEVICE FOR POWER AND COMMUNICATION REQUIREMENTS. POWER WILL BE A QUAD RECEPTACLE. COORDINATE WITH THE ARCHITECTURAL DRAWINGS, OWNER'S LOW VOLTAGE SYSTEMS GROUP, AND FURNITURE REQUIREMENTS FOR EXACT LOCATION AND FINAL REQUIREMENTS. PROVIDE FLOOR MOUNTED DEVICE; INSTALL PER MANUFACTURER'S REQUIREMENTS.
4. RESTROOM LIGHTS AND FAN TO TURN ON WITH SINGLE MOTION SENSOR. PROVIDE NECESSARY CONTROL WIRING, RELAYS, STARTER/DISCONNECT SWITCH FOR FAN, ETC. AS REQUIRED.
5. POWER AND CONTROL LOCATIONS FOR OWNER'S FUTURE USE; CONFIRM FINAL MOUNTING LOCATIONS AND ADJUST ACCORDINGLY.
6. **BREWERY ALTERNATE NUMBER 9** - DELETE MEZZANINE FROM SCOPE, THIS INCLUDES REMOVING OFFICES, STAIRS, HVAC, AND ELEVATOR.
7. **BREWERY ALTERNATE NUMBER 9** - REMOVE OFFICE FINISH-OUT FROM MEZZANINE, INCLUDING HVAC.

### GENERAL NOTES

1. REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO INSTALLATION.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES.
3. ALL MATERIALS SHALL BE U.L. LISTED WHEN SUCH LISTINGS EXIST AND ALL WORK AND MATERIAL SHALL CONFORM WITH ALL CODES, REGULATIONS AND LAWS IN FORCE.
4. REFER TO E0.00 FOR TYPICAL MOUNTING HEIGHTS OF DEVICES.
5. THE COLOR OF ALL SWITCHES AND RECEPTACLES SHALL BE WHITE, U.N.O.
6. ALL ELECTRICAL OUTLETS IN WET AREAS TO BE GFCI, AND THOSE SUBJECT TO HOSE DOWN SHALL INCLUDE WET LOCATION RATED COVERS.
7. REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION PHASING REQUIREMENTS.
8. ALL RECEPTACLES IN KITCHEN, BAR, AND RESTROOM AREAS SHALL BE GFI.
9. ALL COVERPLATES SHALL BE STAINLESS STEEL, U.N.O.
10. ALL EXPOSED CONDUITS, IN ROOMS WITH CEILING EXPOSED TO STRUCTURES, SHALL BE MOUNTED TO UNDERSIDE OF STRUCTURE AND BE PAINTED.
11. WITHIN THE BREWERY EQUIPMENT AREAS UTILIZE NEMA 4X DEVICES AND WATERTIGHT CONDUITS AND FITTINGS FOR ALL AREAS. CONFIRM ANY POSSIBLE HAZARDOUS LOCATION AREAS WITH ARCHITECT, AND PROVIDE FOR APPROPRIATELY RATED ELECTRICAL DEVICES FOR TYPE OF LOCATION INSTALLED IN REGARDLESS OF RATING NOTED. PROVIDE ANY RECEPTACLES WITHIN THESE AREAS WITH WEATHERPROOF COVERS THAT MAINTAIN THEIR WET LOCATION LISTING WHEN IN USE.
12. ALL CABLE TV, TELEPHONE AND COMBINATION TELEPHONE/DATA OUTLETS SHALL INCLUDE A 4" SQUARE BACKBOX, SINGLE GANG PLASTER RING AND A 1" EMT CONDUIT TO ACCESSIBLE CORRIDOR CEILING AREA. FURNISH AND INSTALL A BUSHING ON EACH END OF CONDUIT RISER. TELEPHONE, CABLE TV AND DATA WIRING SHALL BE PROVIDED BY OTHERS.
13. ALL ISOLATED GROUND RECEPTACLE CIRCUITS SHALL INCLUDE A HOT, NEUTRAL, GROUND AND ISOLATED GROUND. ISOLATED GROUND CONDUCTORS SHALL NOT BE SHARED.
14. PROVIDE BRANCH CIRCUITS WITH SEPARATE DEDICATED NEUTRAL CONDUCTOR; DO NOT SHARE NEUTRAL CONDUCTOR BETWEEN BRANCH CIRCUITS.
15. ALL ELECTRICAL DEVICES AND ASSOCIATED ELECTRICAL CIRCUITS, ETC. INSTALLED IN MILL ROOM 115 AND GRAIN STORAGE 116 SHALL ADHERE TO CLASS II, DIVISION 2 (GROUP G) REQUIREMENTS IN ACCORDANCE WITH NFPA 70, NATIONAL ELECTRICAL CODE, AND ALL LOCAL CODES AND ORDINANCES.
16. CONFIRM FINAL ELECTRICAL REQUIREMENTS RELATED TO ALL OWNER BREWERY OR KITCHEN RELATED EQUIPMENT ITEMS WITH OWNER'S CHOSEN VENDORS FOR THESE VARIOUS BREWERY OR KITCHEN EQUIPMENT ITEMS. THIS INCLUDES BUT IS NOT LIMITED TO CANNING LINE, BREWHOUSE, VARIOUS GRAIN SYSTEMS, KITCHEN EQUIPMENT, BAR AREA ITEMS, ETC. AND PROVIDE FOR ALL NECESSARY REQUIREMENTS ACCORDINGLY WITHIN BID.

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 Date: 07/01/2021

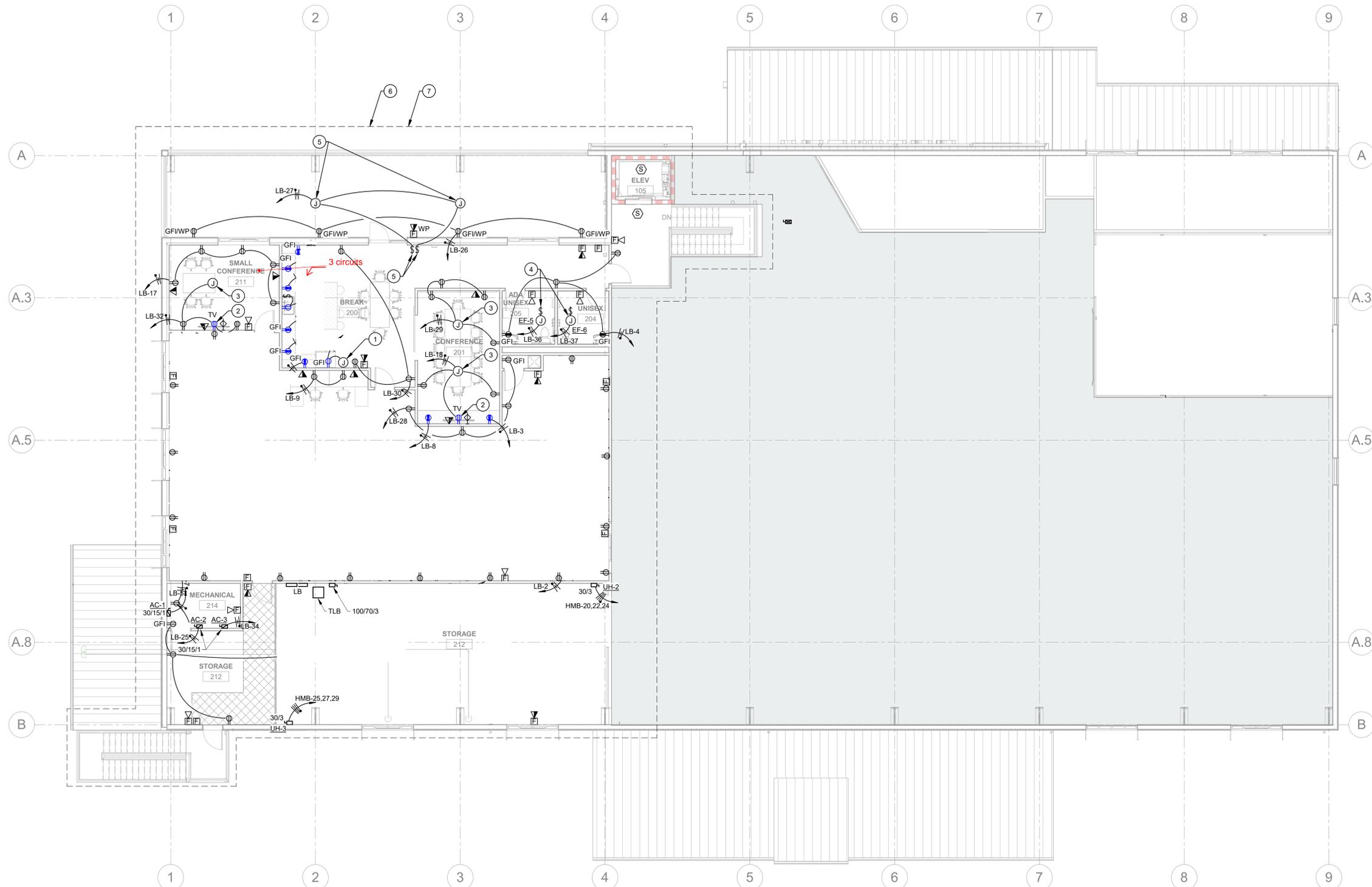
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**07.01.21**

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**MEZA ENGINEERING, INC.**



**1 MEZZANINE PLAN - POWER & SPECIAL SYSTEMS**  
 1/8" = 1'-0"

**TUPPS BREWERY**  
 402 E. LOUISIANA ST, MCKINNEY, TX 75069

REV.#	DATE	DESCRIPTION

PROJECT NUMBER  
**2006**

DATE  
 07.01.21

SHEET TITLE  
**MEZZANINE PLAN - POWER & SPECIAL SYSTEMS**

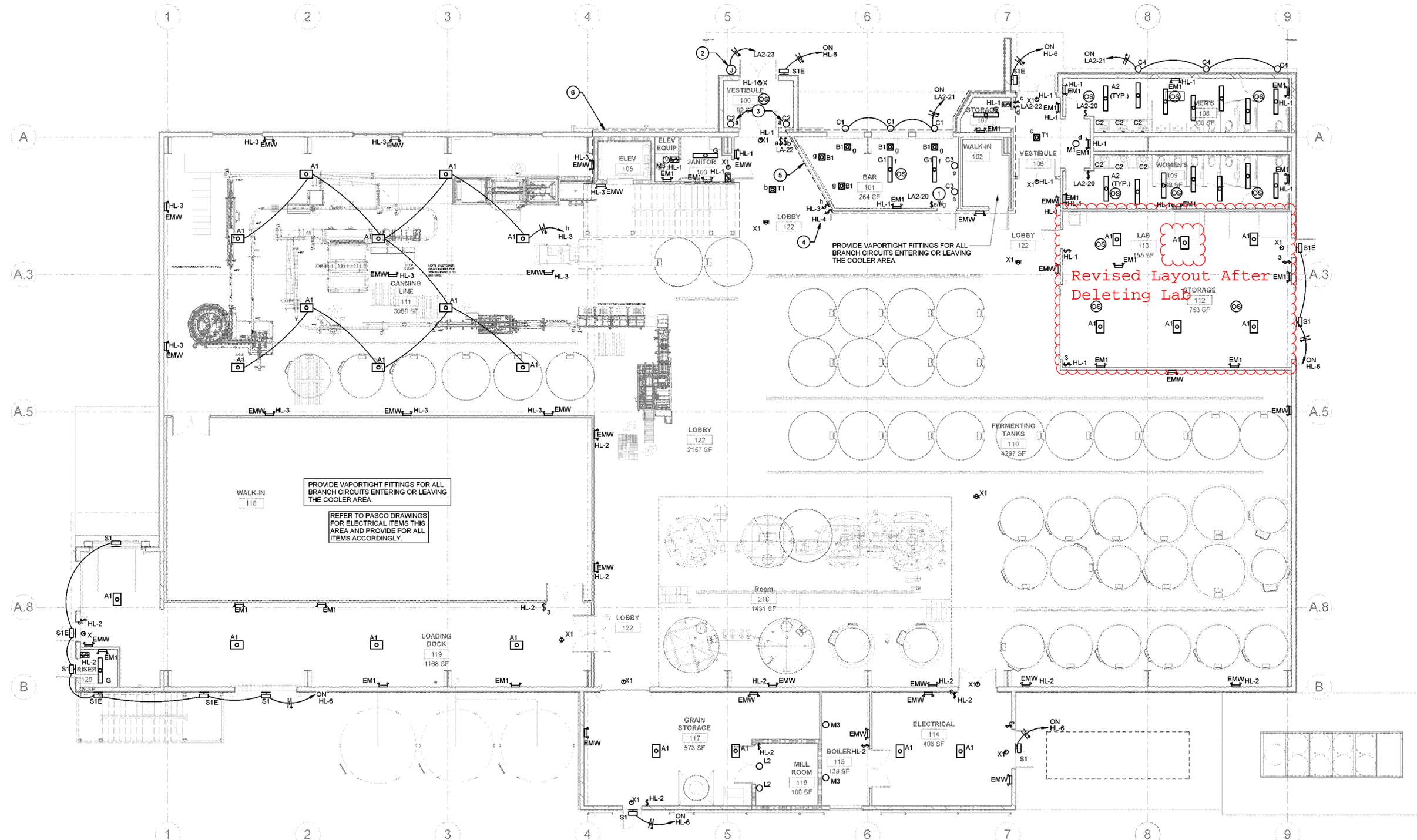
SHEET NUMBER  
**E2.01**

### KEY NOTES

- 1 LIGHTING CONTROLS WILL BE LOW-VOLTAGE WITH MULTIPLE SCENE SELECTIONS. COORDINATE EXACT SWITCH LOCATIONS FOR AREAS OF PROCESSES.
- 2 POWER FOR LIT ROOF HUNG SIGNAGE OVER DOOR. COORDINATE EXACT CONNECTION REQUIREMENTS AND LOCATION FOR CONNECTION WITH SIGN PROVIDER. CONTROL THROUGH TIME CLOCK AND LOCAL SWITCH. LABEL SWITCH DESIGNATION. COORDINATE WITH OWNER FOR SWITCH LOCATION.
- 3 PROVIDE FOR BATTERY BACKUP (90 MINUTE MINIMUM) INVERTER SYSTEM. PROVIDE SYSTEM WITH A MINIMUM OF +25% CAPACITY TO SERVE LIGHT FIXTURES NOTATED. REFER TO LIGHT FIXTURE SCHEDULE FOR FIXTURE VA. LOCATE INVERTER SYSTEM WITHIN BUILDING AT AN ACCESSIBLE ABOVE CEILING LOCATION. PROVIDE A UL924 EMERGENCY BYPASS/SUNT RELAY AS REQUIRED FOR EMERGENCY BYPASS DURING LOSS OF NORMAL UTILITY POWER IN ORDER TO TURN ON EMERGENCY LIGHTING.
- 4 LIGHTING CONTROL FOR OVERHEAD LIGHTS. REFER TO SHEET E3.01 MEXXANINE PLAN.
- 5 BREWERY ALTERNATE NUMBER 1 - DELETE BAR AND WALK-IN; PROVIDE MEP ROUGH-IN FOR FUTURE BAR AND WALK-IN.
- 6 BREWERY ALTERNATE NUMBER 2 - DELETE MEZZANINE FROM SCOPE; THIS INCLUDES REMOVING OFFICES, STAIRS, HVAC, AND ELEVATOR.

### GENERAL NOTES

1. REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO INSTALLATION.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES.
3. ALL MATERIALS SHALL BE U.L. LISTED WHEN SUCH LISTINGS EXIST AND ALL WORK AND MATERIAL SHALL CONFORM WITH ALL CODES, REGULATIONS AND LAWS IN FORCE.
4. REFER TO E0.00 FOR TYPICAL MOUNTING HEIGHTS OF DEVICES.
5. THE COLOR OF ALL SWITCHES AND RECEPTACLES SHALL BE COORDINATED WITH THE ARCHITECT. U.N.O.
6. REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION PHASING REQUIREMENTS.
7. PROVIDE BRANCH CIRCUITS WITH SEPARATE DEDICATED NEUTRAL CONDUCTOR. DO NOT SHARE NEUTRAL CONDUCTOR BETWEEN BRANCH CIRCUITS.
8. ROUTE CIRCUIT SERVING EXTERIOR LIGHT FIXTURES AND BUILDING MOUNTED SIGNAGE THROUGH FACTOR CONTROLLED BY PHOTOCELL / TIMECLOCK AND EXTERIOR LIGHTING CONTROL SYSTEM. REFER TO SPECIFICATIONS AND VENDOR LIGHTING CONTROL DRAWINGS FOR REQUIREMENTS.
9. MINIMUM 20AMP LIGHTING BRANCH CIRCUIT SIZING TO BE 2#10, #10G, 3/4".
10. LIGHT SWITCHES IN ROOM OR AREA CONTROL LIGHT FIXTURES IN RESPECTIVE ROOM OR AREA UNLESS NOTED OTHERWISE. CIRCUIT FIXTURES TO CIRCUIT NUMBER INDICATED ADJACENT TO LIGHT SWITCH OR LIGHT FIXTURE AS NOTED ON PLANS.
11. FOR EGRESS AND EXIT LIGHTING FIXTURES MAKE CONNECTION TO THE SAME BRANCH CIRCUIT SERVING THE OTHER LIGHT FIXTURE FOR THE AREA LOCATED IN AHEAD OF ANY SWITCHING; CONNECT THE FIXTURES UNSWITCHED, UNLESS NOTED OTHERWISE.
12. INSTALLED LIGHTING SYSTEMS AND LIGHTING CONTROLS SHALL ADHERE TO 2018 IECC REQUIREMENTS; PROVIDE NECESSARY CONTROL DEVICES, CONTROL WIRING, POWER SUPPLIES, RELAYS, ETC. AS REQUIRED TO MEET ALL REQUIREMENTS. PRIOR TO HAVING THE FINAL INSPECTION REQUESTED OR PERFORMED, THE GENERAL CONTRACTOR SHALL PROVIDE WRITTEN EVIDENCE TO THE PROJECT ARCHITECT THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS. THE GENERAL CONTRACTOR SHALL PROVIDE FOR ALL LIGHTING SYSTEMS REQUIRED FUNCTIONAL TESTING IN ACCORDANCE WITH 2018 IECC REQUIREMENTS BASED ON THE APPLICABLE CONTROL TYPE. THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTED PERFORMANCE CRITERIA OF THE 2018 IECC SHALL BE PROVIDED TO THE BUILDING OWNER WITHIN 90 DAYS OF RECEIPT OF THE CERTIFICATE OF OCCUPANCY; ALSO PROVIDE COPY OF INFORMATION PROVIDED TO OWNER TO PROJECT ARCHITECT.



Revised Layout After  
Deleting Lab

PROVIDE VAPORTIGHT FITTINGS FOR ALL BRANCH CIRCUITS ENTERING OR LEAVING THE COOLER AREA.

REFER TO PASCO DRAWINGS FOR ELECTRICAL ITEMS THIS AREA AND PROVIDE FOR ALL ITEMS ACCORDINGLY.

1 FLOOR PLAN - LIGHTING  
1/8" = 1'-0"

INTERIM REVIEW ONLY

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Engineer: Victor Meza, P.E.  
License No.: TX 31105  
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MEZA ENGINEERING, INC.

**TUPPS BREWERY**  
402 E. LOUISIANA ST, MCKINNEY, TX 75069

REV#	DATE	DESCRIPTION

PROJECT NUMBER  
2006

DATE  
07.01.21

SHEET TITLE  
FLOOR PLAN - LIGHTING

SHEET NUMBER  
E3.00

### KEY NOTES

- 1 HIGHBAY LIGHT FIXTURES ARE CONTROLLED FROM FIRST FLOOR SWITCHING. REFER TO SHEET E300 FOR LOCATIONS.
- 2 POWER FOR CEILING MOUNTED HVLS FAN. REFER TO MECHANICAL DRAWINGS FOR MORE INFORMATION. CONTROL
- 3 LIGHT SWITCH LOCATIONS SHOWN ARE FOR REFERENCE. COORDINATE WITH OWNER AND ARCHITECT FOR EXACT LOCATION AND LIGHTING CONTROL SEQUENCE.
- 4 BREWERY ALTERNATE NUMBER 2 - DELETE MEZZANINE FROM SCOPE; THIS INCLUDES REMOVING OFFICES, STAIRS, HVAC, AND ELEVATOR.
- 5 BREWERY ALTERNATE NUMBER 3 - REMOVE OFFICE FINISH-OUT FROM MEZZANINE, INCLUDING HVAC.

### GENERAL NOTES

1. REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO INSTALLATION.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES.
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4. REFER TO E0.00 FOR TYPICAL MOUNTING HEIGHTS OF DEVICES.
5. THE COLOR OF ALL SWITCHES AND RECEPTACLES SHALL BE COORDINATED WITH THE ARCHITECT. U.N.O.
6. REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION PHASING REQUIREMENTS.
7. PROVIDE BRANCH CIRCUITS WITH SEPARATE DEDICATED NEUTRAL CONDUCTOR; DO NOT SHARE NEUTRAL CONDUCTOR BETWEEN BRANCH CIRCUITS.
8. ROUTE CIRCUIT SERVING EXTERIOR LIGHT FIXTURES AND BUILDING MOUNTED SIGNAGE THROUGH CONTACTOR CONTROLLED BY PHOTOCELL / TIMECLOCK AND EXTERIOR LIGHTING CONTROL SYSTEM). REFER TO SPECIFICATIONS AND VENDOR LIGHTING CONTROL DRAWINGS FOR REQUIREMENTS.
9. MINIMUM 20AMP LIGHTING BRANCH CIRCUIT SIZING TO BE 2#10, #10G, 3/4".
10. LIGHT SWITCHES IN ROOM OR AREA CONTROL LIGHT FIXTURES IN RESPECTIVE ROOM OR AREA UNLESS NOTED OTHERWISE. CIRCUIT FIXTURES TO CIRCUIT NUMBER INDICATED ADJACENT TO LIGHT SWITCH OR LIGHT FIXTURE AS NOTED ON PLANS.
11. FOR EGRESS AND EXIT LIGHTING FIXTURES MAKE CONNECTION TO THE SAME BRANCH CIRCUIT SERVING THE OTHER LIGHT FIXTURE FOR THE AREA LOCATED IN AHEAD OF ANY SWITCHING; CONNECT THE FIXTURES UNSWITCHED. UNLESS NOTED OTHERWISE.
12. INSTALLED LIGHTING SYSTEMS AND LIGHTING CONTROLS SHALL ADHERE TO 2018 IECC REQUIREMENTS; PROVIDE NECESSARY CONTROL DEVICES, CONTROL WIRING, POWER SUPPLIES, RELAYS, ETC. AS REQUIRED TO MEET ALL REQUIREMENTS. PRIOR TO HAVING THE FINAL INSPECTION REQUESTED OR PERFORMED, THE GENERAL CONTRACTOR SHALL PROVIDE WRITTEN EVIDENCE TO THE PROJECT ARCHITECT THAT THE LIGHTING CONTROL SYSTEMS HAVE BEEN TESTED TO ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND MANUFACTURER'S INSTRUCTIONS. THE GENERAL CONTRACTOR SHALL PROVIDE FOR ALL LIGHTING SYSTEMS REQUIRED FUNCTIONAL TESTING IN ACCORDANCE WITH 2018 IECC REQUIREMENTS BASED ON THE APPLICABLE CONTROL TYPE. THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTED PERFORMANCE CRITERIA OF THE 2018 IECC SHALL BE PROVIDED TO THE BUILDING OWNER WITHIN 90 DAYS OF RECEIPT OF THE CERTIFICATE OF OCCUPANCY; ALSO PROVIDE COPY OF INFORMATION PROVIDED TO OWNER TO PROJECT ARCHITECT.

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 License No.: TX 11105  
 Date: 07/01/2021

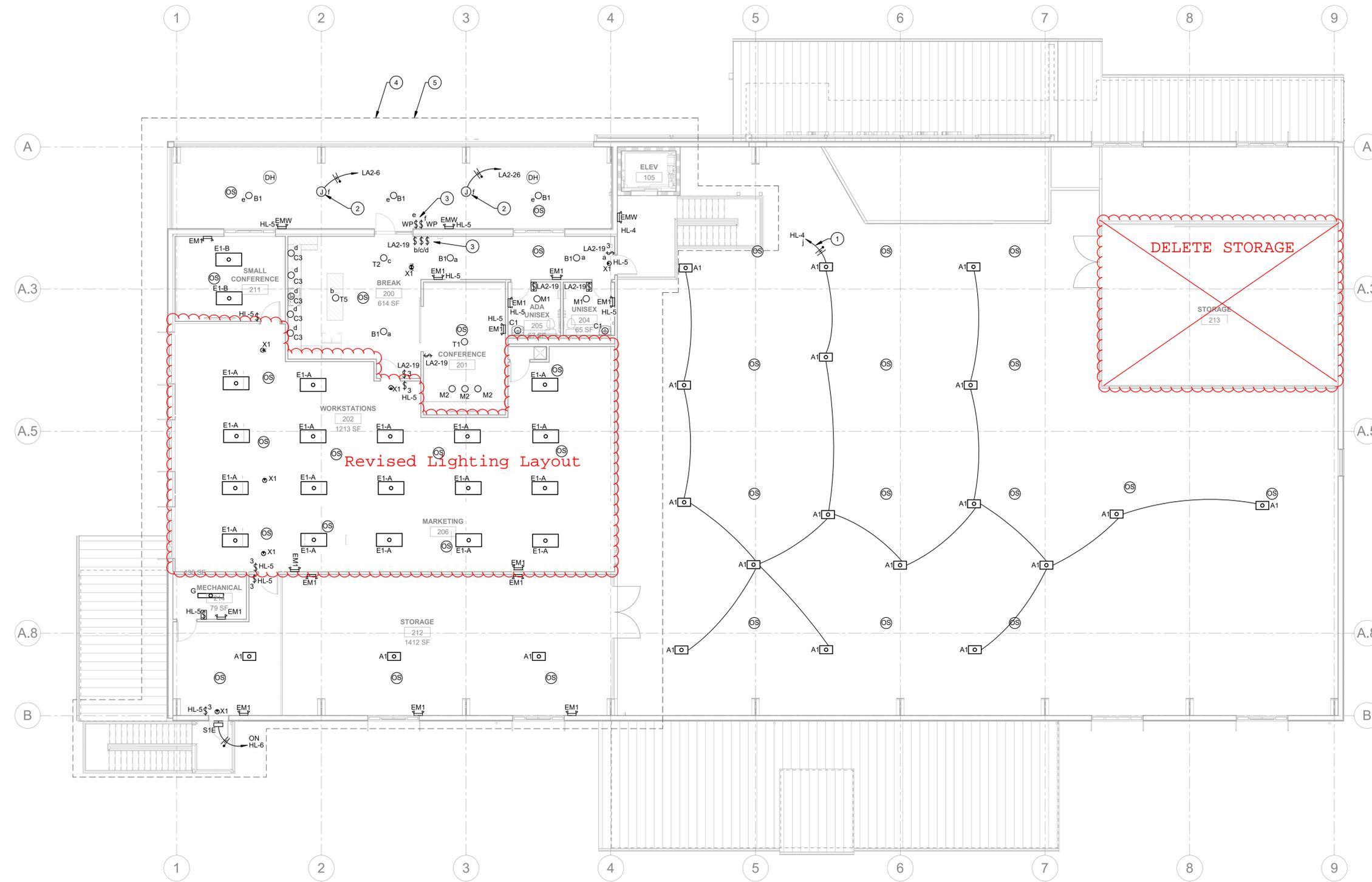
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**MEZA ENGINEERING, INC.**



1 MEZZANINE PLAN - LIGHTING  
 1/8" = 1'-0"

**TUPPS BREWERY**  
 402 E. LOUISIANA ST, MCKINNEY, TX 75069

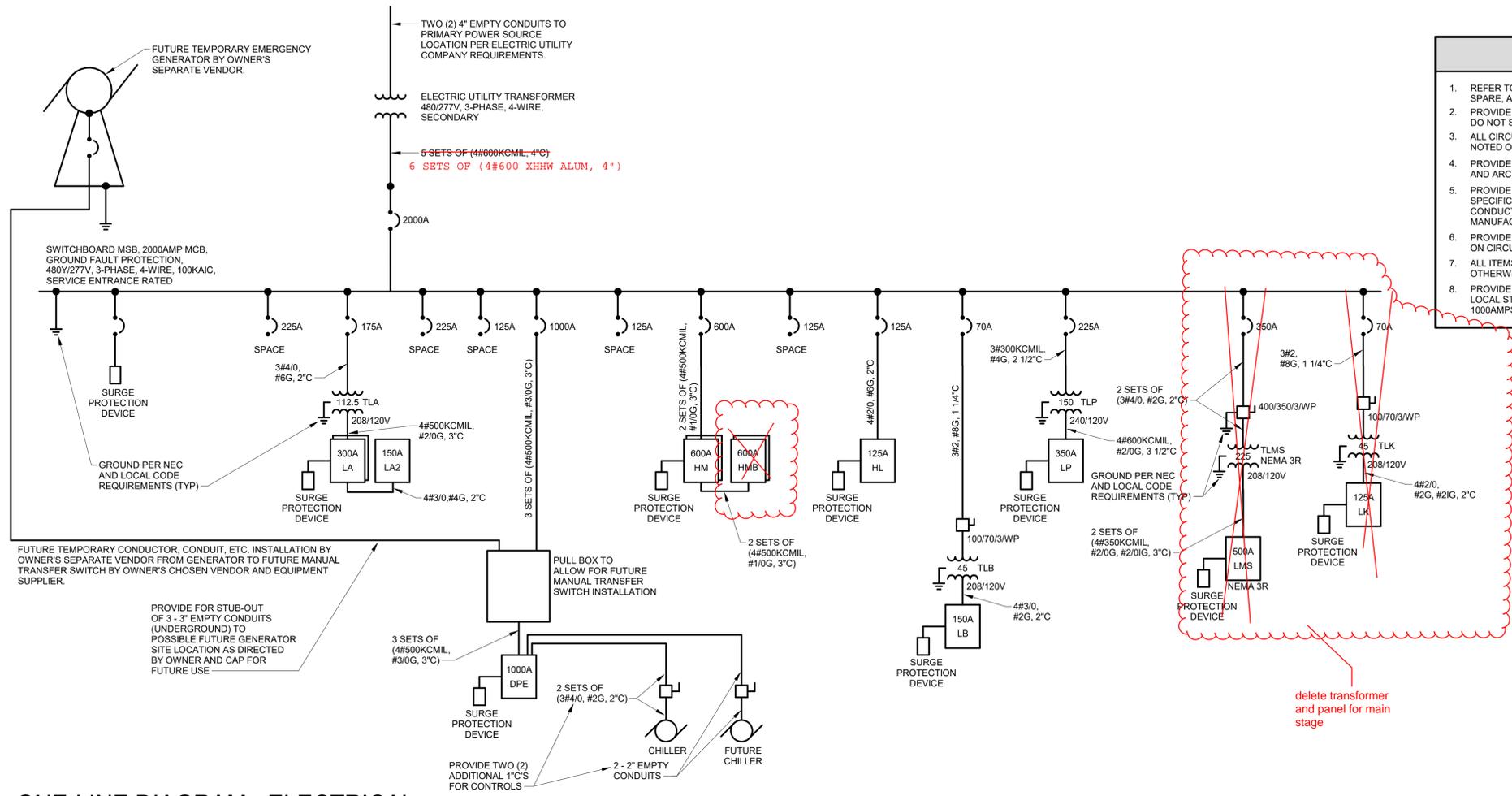
REV#	DATE	DESCRIPTION

PROJECT NUMBER  
 2006

DATE  
 07.01.21

SHEET TITLE  
**MEZZANINE PLAN - LIGHTING**

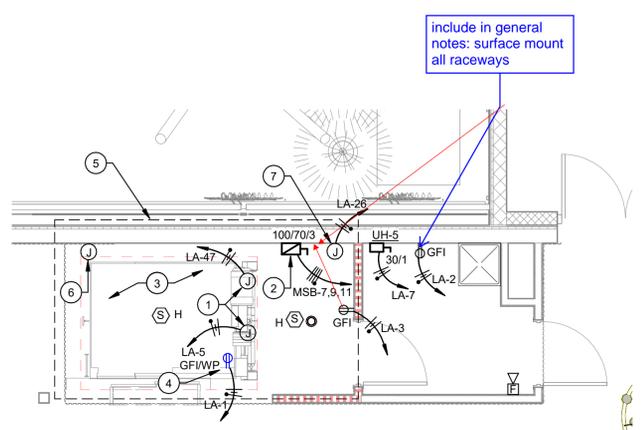
SHEET NUMBER  
**E3.01**



### GENERAL NOTES

- REFER TO PANEL SCHEDULES FOR ADDITIONAL BRANCH CIRCUIT BREAKER, SPARE, AND SPACE REQUIREMENTS AND PROVIDE FOR ACCORDINGLY.
- PROVIDE DEDICATED NEUTRAL CONDUCTOR FOR ALL BRANCH CIRCUITS; DO NOT SHARE NEUTRAL CONDUCTORS FOR ANY BRANCH CIRCUITS.
- ALL CIRCUIT BREAKERS NOTED ON ONE-LINE DIAGRAM ARE 3-POLE UNLESS NOTED OTHERWISE.
- PROVIDE SHORT CIRCUIT AND OVERCURRENT PROTECTIVE DEVICE ANALYSIS, AND ARC FLASH STUDY OF ALL NEW ELECTRICAL EQUIPMENT.
- PROVIDE SURGE PROTECTION DEVICES AT NOTED PANELBOARDS PER SPECIFICATION REQUIREMENTS. PROVIDE 3-POLE CIRCUIT BREAKER AND CONDUCTORS AND RACEWAY FOR DEVICE CONNECTION PER MANUFACTURER'S REQUIREMENTS.
- PROVIDE FOR FULL SIZE COPPER FEEDERS OR BRANCH CIRCUITS BASED ON CIRCUIT BREAKER SIZE SERVING FEEDER OR BRANCH CIRCUIT.
- ALL ITEMS ON ELECTRICAL ONE-LINE DIAGRAM ARE NEW UNLESS NOTED OTHERWISE.
- PROVIDE WITH AN ENERGY-REDUCING MAINTENANCE SWITCHING WITH LOCAL STATUS INDICATOR FOR ALL CIRCUIT BREAKERS RATED FOR 1000AMPS OR MORE (OR FRAME SIZES THAT ARE 1000AMPS OR MORE).

**1 ONE-LINE DIAGRAM - ELECTRICAL**  
Not to Scale



**2 ENLARGED PLAN - ELEVATOR EQUIPMENT AREA**  
1/4" = 1'-0"

### GENERAL NOTES

- REFER TO ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO INSTALLATION.
- ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES.
- ALL MATERIALS SHALL BE U.L. LISTED WHEN SUCH LISTINGS EXIST AND ALL WORK AND MATERIAL SHALL CONFORM WITH ALL CODES, REGULATIONS AND LAWS IN FORCE.
- REFER TO E0.00 FOR TYPICAL MOUNTING HEIGHTS OF DEVICES.
- THE COLOR OF ALL SWITCHES AND RECEPTACLES SHALL BE WHITE, U.N.O.
- ALL ELECTRICAL OUTLETS IN WET AREAS TO BE GFCI, AND THOSE SUBJECT TO HOSE DOWN SHALL INCLUDE WET LOCATION RATED COVERS.
- REFER TO ARCHITECTURAL DRAWINGS FOR CONSTRUCTION PHASING REQUIREMENTS.
- ALL RECEPTACLES IN KITCHEN, BAR, AND RESTROOM AREAS SHALL BE GFI.
- ALL COVERPLATES SHALL BE STAINLESS STEEL, U.N.O.
- ALL EXPOSED CONDUITS, IN ROOMS WITH CEILING EXPOSED TO STRUCTURES, SHALL BE MOUNTED TO UNDERSIDE OF STRUCTURE AND BE PAINTED.
- WITHIN THE BREWERY EQUIPMENT AREAS UTILIZE NEMA 4X DEVICES AND WATERTIGHT CONDUITS AND FITTINGS FOR ALL AREAS. CONFIRM ANY POSSIBLE HAZARDOUS LOCATION AREAS WITH ARCHITECT, AND PROVIDE FOR APPROPRIATELY RATED ELECTRICAL DEVICES FOR TYPE OF LOCATION INSTALLED IN REGARDLESS OF RATING NOTED. PROVIDE ANY RECEPTACLES WITHIN THESE AREAS WITH WEATHERPROOF COVERS THAT MAINTAIN THEIR WET LOCATION LISTING WHEN IN USE.
- ALL CABLE TV, TELEPHONE AND COMBINATION TELEPHONE/DATA OUTLETS SHALL INCLUDE A 4" SQUARE BACKBOX, SINGLE GANG PLASTER RING AND A 1" EMT CONDUIT TO ACCESSIBLE CORRIDOR CEILING AREA. FURNISH AND INSTALL A BUSHING ON EACH END OF CONDUIT RISER, TELEPHONE, CABLE TV AND DATA WIRING SHALL BE PROVIDED BY OTHERS.
- ALL ISOLATED GROUND RECEPTACLE CIRCUITS SHALL INCLUDE A HOT, NEUTRAL, GROUND AND ISOLATED GROUND. ISOLATED GROUND CONDUCTORS SHALL NOT BE SHARED.
- PROVIDE BRANCH CIRCUITS WITH SEPARATE DEDICATED NEUTRAL CONDUCTOR; DO NOT SHARE NEUTRAL CONDUCTOR BETWEEN BRANCH CIRCUITS.
- ALL ELECTRICAL DEVICES AND ASSOCIATED ELECTRICAL CIRCUITS, ETC. INSTALLED IN MILL ROOM 115 AND GRAIN STORAGE 116 SHALL ADHERE TO CLASS II, DIVISION 2 (GROUP G) REQUIREMENTS IN ACCORDANCE WITH NFPA 70, NATIONAL ELECTRICAL CODE, AND ALL LOCAL CODES AND ORDINANCES.
- CONFIRM FINAL ELECTRICAL REQUIREMENTS RELATED TO ALL OWNER BREWERY OR KITCHEN RELATED EQUIPMENT ITEMS WITH OWNER'S CHOSEN VENDORS FOR THESE VARIOUS BREWERY OR KITCHEN EQUIPMENT ITEMS. THIS INCLUDES BUT IS NOT LIMITED TO CANNING LINE, BREWHOUSE, VARIOUS GRAIN SYSTEMS, KITCHEN EQUIPMENT, BAR AREA ITEMS, ETC. AND PROVIDE FOR ALL NECESSARY REQUIREMENTS ACCORDINGLY WITHIN BID.

### KEY NOTES

- PROVIDE CONNECTION FOR ELEVATOR CAB LIGHTS AND CONTROL POWER ON SECOND FLOOR LANDING DOOR JAMB; EXTEND CIRCUIT PER EQUIPMENT MANUFACTURER REQUIREMENTS. PROVIDE LOCKABLE FUSED DISCONNECT FOR CONNECTIONS.
- BUSSMAN POWER MODULE ELEVATOR SHUNT TRIP FUSED DISCONNECT SWITCH. COORDINATE FINAL MOUNTING LOCATION BASED ON ELEVATOR EQUIPMENT LAYOUT. MAKE FINAL CONNECTIONS PER MANUFACTURER'S AND ALL LOCAL CODES AND ORDINANCES.
- ALL ELEVATOR WORK TO CONFORM TO ANSIA/ASME A17.1 AND ALL LOCAL CODES AND ORDINANCE REQUIREMENTS.
- PROVIDE GFI/WP DUPLEX RECEPTACLE FOR ELEVATOR SUMP PUMP. COORDINATE FINAL MOUNTING LOCATION BASED ON ELEVATOR EQUIPMENT LAYOUT. PER ANSIA/ASME ELEVATOR CODE REQUIREMENTS, AND ALL LOCAL CODES AND ORDINANCES.
- BREWERY ALTERNATE NUMBER 2 - DELETE MEZZANINE FROM SCOPE; THIS INCLUDES REMOVING OFFICES, STAIRS, HVAC, AND ELEVATOR.
- J-BOX FOR TELEPHONE CONNECTION TO ELEVATOR. COORDINATE WITH OWNER'S TELE/COM REPRESENTATIVE AND PROVIDE 1" TO NECESSARY LOCATION.
- J-BOX FOR POWER SUPPLY TO SUMP PUMP CONTROL PANEL; MAKE CONNECTION PER MANUFACTURER'S REQUIREMENTS.

INTERIM REVIEW ONLY

These documents are incomplete, and are released for interim review only and not intended for regulatory approval, permit, bidding, or construction purposes.

Engineer: Victor Meza, P.E.  
License No.: TX 81105  
Date: 07/01/2021

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07.01.21

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**TUPPS BREWERY**  
402 E. LOUISIANA ST, MCKINNEY, TX 75069

REV.#	DATE	DESCRIPTION

PROJECT NUMBER  
2006  
DATE  
07.01.21

SHEET TITLE  
DIAGRAMS & ENLARGED PLANS - ELECTRICAL  
SHEET NUMBER

**E4.00**

### Distribution Panel: MSB

Location: ELECTRICAL 114  
 Supply From: MOUNTING: Surface  
 Enclosure: Type 1

Volts: 480/277 Wye  
 Phases: 3  
 Wires: 4

A.I.C. Rating: 100K  
 Mains Type: MCB  
 Mains Rating: 2000 A

**Notes:**

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
MSB-1	PANEL DPE (NORMAL SIDE OF FUTURE MANUAL TRANSFER SWITCH MTS-DPE) (SEE ONE-LINE DIAGRAM)	1000 A	3	183460	48037				TRANSFORMER TLMs (PANEL LMS) (SEE ONE-LINE DIAGRAM)	MSB-2
MSB-3				183460	48037					MSB-4
MSB-5						183460	48037			MSB-6
MSB-7				7483	101949				PANEL HM (AND PANEL HMB) (SEE ONE-LINE DIAGRAM)	MSB-8
MSB-9	ELEVATOR (3#4, #6G, 1°C)	70 A	3		7483	100949				MSB-10
MSB-11						7483	100949			MSB-12
MSB-13				4540	29533				TRANSFORMER TLA (PANEL LA) (SEE ONE-LINE DIAGRAM)	MSB-14
MSB-15					6846	26931				MSB-16
MSB-17						3995	24792			MSB-18
MSB-19	TRANSFORMER TLB (MEZZANINE PANEL LB) (SEE ONE-LINE DIAGRAM)	70 A	3	13160	19400				BEER COOLER CONDENSING UNIT (3#2, #6G, 1 1/4°C)	MSB-20
MSB-21					9940	19400				MSB-22
MSB-23						10920	19400			MSB-24
MSB-25	SURGE PROTECTION DEVICE	--	--	0	33232					MSB-26
MSB-27	CONNECT PER...	--	--		0	33232			TRANSFORMER TLP (PANEL LP) (SEE ONE-LINE DIAGRAM)	MSB-28
MSB-29	REQUIREMENTS	--	--			0	28432			MSB-30
MSB-31				8740						MSB-32
MSB-33	TRANSFORMER TLK (PANEL LK) (SEE ONE-LINE DIAGRAM)	70 A	3		9100					MSB-34
MSB-35						5940				MSB-36
MSB-37										MSB-38
MSB-39										MSB-40
MSB-41										MSB-42
MSB-43	SPACE	--	--	0	0				SPACE	MSB-44
MSB-45	SPACE	--	--		0	0			SPACE	MSB-46
MSB-47	SPACE	--	--			0	0		SPACE	MSB-48
MSB-49	SPACE	--	--	0	0				SPACE	MSB-50
MSB-51	SPACE	--	--		0	0			SPACE	MSB-52
MSB-53	SPACE	--	--			0	0		SPACE	MSB-54
MSB-55	SPACE	--	--	0	0				SPACE	MSB-56
MSB-57	SPACE	--	--		0	0			SPACE	MSB-58
MSB-59	SPACE	--	--			0	0		SPACE	MSB-60
MSB-61										MSB-62
MSB-63										MSB-64
MSB-65										MSB-66
MSB-67										MSB-68
MSB-69										MSB-70
MSB-71										MSB-72
MSB-73										MSB-74
MSB-75										MSB-76
MSB-77										MSB-78
MSB-79										MSB-80
MSB-81										MSB-82
MSB-83										MSB-84
<b>Total Load:</b>				449532 VA	445378 VA	433393 VA				
<b>Total Amps:</b>				1630 A	1615 A	1565 A				

**Legend:**

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting	14318 VA	125.00%	17897 VA	
Lighting - Exterior	910 VA	125.00%	1138 VA	<b>Total Conn. Load:</b> 1328303 VA
Power	1242223 VA	100.00%	1242223 VA	<b>Total Est. Demand:</b> 1301648 VA
Receptacle	70900 VA	57.05%	40450 VA	<b>Total Conn.:</b> 1598 A
				<b>Total Est. Demand:</b> 1566 A

**Notes:**

SERVICE ENTRANCE RATED, 3P2000AMP MCB, GROUND FAULT PROTECTION. PROVIDE WITH AN ENERGY-REDUCING MAINTENANCE SWITCHING WITH LOCAL STATUS INDICATOR FOR ALL CIRCUIT BREAKERS RATED FOR 1000AMPS OR MORE. PANEL TO INCLUDE TWO (2) 3P400AMP SPACES AND FOUR (4) 3P125AMP SPACES.

LIGHT FIXTURE SCHEDULE						
FIXTURE	MANUFACTURER	CATALOG NUMBER	LAMP	VOLTAGE	VOLT - AMPS	DESCRIPTION
A1	DAY-BRITE	FCY-29L-8CST-UNV-DIM-FCY-P EMHGR	LED	277	213	LED INDUSTRIAL HIGH BAY. 28859 LUMENS 4000K COLOR TEMP. DIMMING.
A2	LIGHT POINTS	MLS3-DL-N5-48-1000-35K-HTA-1 %-U-33-X	LED	120	35	LINEAR RECESSED LED ACCENT LIGHTING 1000 LUMENS PER FOOT. 35K LUMENS COORDINATE LENS AND COLOR WITH ARCHITECT.
B1	DURAGUARD	VP53Q-F-1X23-U-AM-X-SP-SS-V S30SP	LED	120	27	LED AMBER VAPORPROOF STRAIGHT SHADE PENDANT. 16" DIAMETER. AMBER LED 70 LUMEN. ARCHITECT TO SELECT FINISH. PROVIDE MOUNTING ACCESSORIES.
C1	SPJ LIGHTING	SPJ36-05-X-1000-2700K-10W-12 0V	LED	120	10	DECORATIVE WALL STEM MOUNTED LED FINISH TO BE SELECTED BY ARCHITECT. 10W 1000 LUMENS 2700K SOLID BRASS, SOLID COPPER OR ALUMINUM.
C2	DAINOLITE	410-61W-BAB	LED	120	60	DECORATIVE WALL STEM MOUNTED LED FINISH TO BE SELECTED BY ARCHITECT. 60W 1000 LUMENS 2700K SOLID BRASS, SOLID COPPER OR ALUMINUM.
C3	SPJ LIGHTING	SPJ49-02C0-X-1000-2700K-10W- 120V	LED	120	10	DECORATIVE WALL STEM MOUNTED LED FINISH TO BE SELECTED BY ARCHITECT. 10W 1000 LUMENS 2700K SOLID BRASS, SOLID COPPER OR ALUMINUM.
C4	COOPER	865-18-W-L4/835-UNV-XX-RBP	LED	120	18	DECORATIVE 14" ROUND, WALL MOUNTED LED FINISH TO BE SELECTED BY ARCHITECT. 18W 3000 LUMENS 2700K.
D1	SPJ LIGHTING	SPJ-IN-LINE SOCKETS AIR CABLE APPLICATION	LED	120	5	FESTIVAL LIGHTING LED STANDARD BULD. BULD COLOR TO BE SELECTED. UL WET LOCATION. 130V MEDIUM BASE, CUT TO CUSTOM LENGTHS INCLUDE MALE PLUG, 24" SPACING STANDARD, 16 GAUGE WIRE RUN UP TO 250 FEET.. COORDINATE WITH OWNER/ARCHITECT FOR MOUNTING FIXTURE COLOR AND CONTROLS.
E1-A	DAY-BRITE	2FPZ-48L-840-4-DS-UNV-DIM-	LED	277	47.1	RECESSED 2x4 4800LUMENS 4000K DIMMING SMOOTH DIFFUSER.
E1-B	DAY-BRITE	2FPZ-54L-840-4-DS-UNV-DIM	LED	277	51.3	RECESSED 2x4 5400LUMENS 4000K DIMMING SMOOTH DIFFUSER.
EM1	EMERGI-LITE	EL-2LED	LED			EMERGENCY EGRESS 70 LUMENS PER HEAD, COLOR TO BE SELECTED BY ARCHITECT LIGHT WITH INTEGRAL BATTERY PACK AND CHARGER
EMW	SURVIVE-ALL	B/GW-12SV36M-2-LJ-DACW4	MR-16 5W			EMERGENCY EGRESS LIGHT WITH INTEGRAL BATTERY PACK AND CHARGER, HIGH-OUTPUT BATTER WET PROTECTIVE VANDAL SHIELD 1100 LUMEN LITHIUM IRON PHOSPHATE BATTERY WET LOCATION RATED.
G	DAY-BRITE	FSW-4-55L-835-UNV-DIM-FSTH	LED	277	45	4" LED LINEAR 5500LM 3500 COLOR INDUSTRIAL STRIP DIMMABLE.
G1	DAY-BRITE	FSW-4-55L-835-UNV-DIM-FSTH	LED	120	45	4" LED LINEAR CHAIN HUNG 5500LM 3500 COLOR INDUSTRIAL STRIP DIMMABLE.
L2	EATON	EVLEDBX2A201	LED	277	36	WALL MOUNTED LED EXPLOSION PROOF CLEAR GLOBE. 277 VOLTAGE.
LS5	SPJ LIGHTING	SPJLS-48-MR-16W-WIDE ANGLE FLOOD-1000-2700-120V	LED	120	16	4" LED LINEAR UP LIGHT WIDE ANGLE FLOOD 1000LM 2700 COL OR STRIP. SHROUD. MOUNTED ON PERMA POST AS RECOMMENDED.
M1	LIGHTOLIER	6RN-UNV-Z6RDL-30-835-W-O-X X-Z10-U	LED	120	33	6" ROUND RECESSED LED 3000LUMEN 3500K CCT, WIDE BEAN OPEN CLEAR DIFFUSER FLANGE COLOR TO BE SELECTED BY ARCHITECT DIMMING UNIVERSAL VOLTAGE.
M2	LIGHTOLIER	6RN-UNV-Z6RDL-30-835-W-O-X X-Z10-U PROVIDE WALL WASH LENS.	LED	120	33	6" ROUND RECESSED WALL WAHSER LED 3000LUMEN 3500K CCT, WIDE BEAN OPEN CLEAR DIFFUSER FLANGE COLOR TO BE SELECTED BY ARCHITECT DIMMING UNIVERSAL VOLTAGE.
M3	STONCO	VCXL-14-NW-G1-8-VGC100	LED	277	14	CEILING MOUNTED 14W LED 1390LUMEN 4000K CLEAR GLOBE VERIFY COLOR TO BE SELECTED BY ARCHITECT 277 VOLTAGE.
S1	ALS	WP-70-40-FC-XX-U-AIA	LED	277	70	BUILDING MOUNTED 70 WATT LED FULL CUTOFF EXTERIOR FLOOD LIGHT FINISH TO BE SELECTED BY ARCHITECT
S1E	ALS	WP-70-40-FC-XX-U-AIAEMB-20 W	LED	277	70	BUILDING MOUNTED 70 WATT LED FULL CUTOFF EXTERIOR FLOOD LIGHT FINISH TO BE SELECTED BY ARCHITECT
T1	CUSTOM BY CLIENT	CUSTOM BY CLIENT	LED	120	320	PENDANT MOUNTED CHANDELIER DECORATIVE COORDINATE VOLTAGE AND WATTAGE FOR CIRCUIT REQUIREMENTS.
T2	CUSTOM BY CLIENT	CUSTOM BY CLIENT	LED	277	320	PENDANT MOUNTED CHANDELIER DECORATIVE COORDINATE VOLTAGE AND WATTAGE FOR CIRCUIT REQUIREMENTS.
T5	CUSTOM BY CLIENT	CUSTOM BY CLIENT	LED	120	15	JELLY JAR OPEN LENS LIGHT OVER ISLAND
X	SURVIVE-ALL	BW/WB-SVX-1/2-R-CM	LED			PHOTOLUMINESCENT EXIT FIXTURE WITH RED LETTERING AND FINISH CHOSEN BY ARCHITECT ALUMINUM FRAME, AND CEILING/END MOUNTING BRACKET.
X1	EMERGI-LITE	PN-G-6	LED			EXIT LIGHT GREEN WITH 90 MINUTES BATTERY BACK UP. MVOLT SINGLE AND DOUBLE FACE AND CEILING/END MOUNTING BRACKET.

**LIGHTING FIXTURE SCHEDULE NOTES:**

- PROVIDE EACH LIGHTING FIXTURE WITH INTEGRAL DISCONNECT SWITCH.
- FOR ALL LIGHTING CONTROL REQUIREMENTS PROVIDE NECESSARY SWITCH PACKS, CONTROL WIRING, POWER SUPPLIES, DIMMING SWITCHES, ETC. AS REQUIRED TO ACCOMMODATE THE NOTED LIGHTING CONTROL FUNCTIONS. FINAL INSTALLED LIGHTING SYSTEMS TO ADHERE TO ALL NECESSARY ENERGY CODE REQUIREMENTS.
- WHERE LIGHT FIXTURES ARE DIMMABLE PROVIDE WITH DIMMABLE SWITCHING.
- CONNECT ANY NOTED EGRESS LIGHTING FIXTURES TO SAME LIGHTING BRANCH CIRCUIT SERVING OTHER NORMAL LIGHTING FIXTURES IN AREA LOCATED AHEAD OF ANY SWITCHING; CONNECT UNSWITCHED.
- COORDINATE ANY CLIENT PROVIDED LIGHTING FIXTURES WITH OWNER'S REPRESENTATIVE AND ARCHITECT.

### Branch Panel: HL

Location: ELECTRICAL 114  
 Supply From: MSB  
 Mounting: Surface  
 Enclosure: Type 1

Volts: 480/277 Wye  
 Phases: 3  
 Wires: 4

A.I.C. Rating: 100K  
 Mains Type:  
 Mains Rating: 125 A

**Notes:**

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
HL-1	Lts Lab, Storage, Front Janitor...	20 A	1	1433	2041			1	20 A	Lts Elect. Loading dock, Storage,...
HL-3	Lts Canning & Emergency	20 A	1		2216	3631		1	20 A	Lts Brewing Area
HL-5	Lts Mezzanine Office and Storage	20 A	1			2184	840	1	20 A	Lighting - Exterior
HL-7	Lighting - Exterior	20 A	1	70	1000					
HL-9								3	15 A	Unit Heater UH-1
HL-11										
HL-13										
HL-15	SPARE	20 A	1		0	0		1	20 A	SPARE
HL-17	SPARE	20 A	1			0	0	1	20 A	SPARE
HL-19	SPARE	20 A	1	0	0			1	20 A	SPARE
HL-21	SPARE	20 A	1		0	0		1	20 A	SPARE
HL-23	SPARE	20 A	1			0	0	1	20 A	SPARE
HL-25	SPARE	20 A	1	0	0			1	20 A	SPARE
HL-27	SPARE	20 A	1		0	0		1	20 A	SPARE
HL-29										
HL-31										
HL-33										
HL-35										
HL-37	SURGE PROTECTION DEVICE	--	--	0						
HL-39	CONNECT PER MANUFACTURERS	--	--		0					
HL-41	REQUIREMENTS	--	--			0				
<b>Total Load:</b>				4540 VA	6846 VA	3995 VA				
<b>Total Amps:</b>				17 A	25 A	14 A				

**Legend:**

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Domestic Water Heater	0 VA	0.00%	0 VA	
Heating	0 VA	0.00%	0 VA	<b>Total Conn. Load:</b> 15373 VA
HVAC	0 VA	0.00%	0 VA	<b>Total Est. Demand:</b> 18467 VA
Lighting	11502 VA	125.00%	14378 VA	<b>Total Conn.:</b> 18 A
Lighting - Exterior	910 VA	125.00%	1138 VA	<b>Total Est. Demand:</b> 22 A
Other	0 VA	0.00%	0 VA	
Power	3000 VA	100.00%	3000 VA	
Receptacle	0 VA	0.00%	0 VA	
Spare	0 VA	0.00%	0 VA	

**Notes:**

3P125AMP MLO PANEL. ALL 277V, 20AMP CIRCUITS 2#10, #10G, 3/4" UNLESS NOTED OTHERWISE.

**INTERIM REVIEW ONLY**

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Engineer: Victor Meza, P.E.  
 License No.: TX 11105  
 Date: 07/01/2021

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MEZA ENGINEERING, INC.

TUPPS BREWERY  
 402 E. LOUISIANA ST, MCKINNEY, TX 75069

REV# | DATE | DESCRIPTION

PROJECT NUMBER  
 2006

DATE  
 07.01.21

SHEET TITLE  
 SCHEDULES - ELECTRICAL

SHEET NUMBER  
 E5.00

# All GFCI and Duplex Receptacles Circuited 8-10 Devices Per Circuit. Left Over Breakers Will Serve As Spares.

<b>Branch Panel: LA</b>													
Location: ELECTRICAL 114				Volts: 120/208 Wye				A.I.C. Rating: 22K					
Supply From: TLA				Phases: 3				Mains Type:					
Mounting: Surface				Wires: 4				Mains Rating: 300 A					
Enclosure: Type 1				MCB Rating: 300 A									
<b>Notes:</b>													
CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT			
LA-1	Elevator Sump Pump	20 A	1	180	180			1	20 A Rec. Janitor Closet 103	LA-2			
LA-3	Rec Elevator Equipment 104	20 A	1		180	1500		1	20 A Fire Alarm Control Panel	LA-4			
LA-5	Elevator Cab Lights	20 A	1			500	1080	1	20 A Receptacle Electrical 114	LA-6			
LA-7	Unit Heater UH-5	20 A	1	500	720			1	20 A Rec. Vestibule 106, RR	LA-8			
LA-9	Flitec (2#10, #10G, 3/4"C) (SKA FAB)	20 A	2		110	115		2	20 A Air Blaster (2#10, #10G, 3/4"C) (SKA FAB)	LA-10			
LA-11										LA-12			
LA-13	Markem Date Coder (2#10, #10G, 3/4"C) (SKA FAB)	20 A	2	115	750			1	20 A In-Line Labeler (2#10, #10G, 3/4"C)	LA-14			
LA-15								1	20 A Exhaust Fan EF-1 (2#10, #10G, 3/4"C)	LA-16			
LA-17	Exhaust Fan EF-2 (2#10, #10G, 3/4"C)	20 A	1			864	1200	1	20 A Radiant Heater RH-1 (2#10, #10G, 3/4"C)	LA-18			
LA-19	Radiant Heater RH-2 (2#10, #10G, 3/4"C)	20 A	1	1200	1200			1	20 A Radiant Heater RH-3 (2#10, #10G, 3/4"C)	LA-20			
LA-21	Radiant Heater RH-4 (2#10, #10G, 3/4"C)	20 A	1		1200	1200		1	20 A Radiant Heater RH-5 (2#10, #10G, 3/4"C)	LA-22			
LA-23	Radiant Heater RH-6 (2#10, #10G, 3/4"C)	20 A	1			1200	550	1	20 A Exhaust Fan EF-7 (2#10, #10G, 3/4"C)	LA-24			
LA-25	Radiant Heater RH-8 (2#10, #10G, 3/4"C)	20 A	1	1200	500			1	20 A Elevator Sump Pump Control Panel	LA-26			
LA-27	Radiant Heater RH-7 (2#10, #10G, 3/4"C)	20 A	1		1200	650		1	20 A Exhaust Fan EF-3 (2#10, #10G, 3/4"C)	LA-28			
LA-29	Exhaust Fan EF-4 (2#10, #10G, 3/4"C)	20 A	1			650	360	1	20 A Receptacles Canning Line 111	LA-30			
LA-31	Receptacles Canning 111	20 A	1	720	540			1	20 A Receptacles Lobby 122	LA-32			
LA-33					1000	360		1	20 A Receptacles Outdoor	LA-34			
LA-35	Dock Leveler (3#10, #10G, 3/4"C)	20 A	3			1000	720	1	20 A Receptacles Outdoor	LA-36			
LA-37				1000	720			1	20 A Receptacles Outdoor	LA-38			
LA-39	Receptacles Outdoor & Riser Room	20 A	1		720	1200		1	20 A Cooler Evaporator	LA-40			
LA-41	Cooler Evaporator	20 A	1			1200	1200	1	20 A Cooler Evaporator	LA-42			
LA-43	Cooler Evaporator	20 A	1	1200	1200			1	20 A Cooler Evaporator	LA-44			
LA-45	Cooler Evaporator	20 A	1		1200	540		1	20 A Receptacles Loading Dock	LA-46			
LA-47	Elevator Control Power	20 A	1			500	500	1	20 A Unit Heater UH-4	LA-48			
LA-49	Receptacles Outdoor	20 A	1	900	1000			1	20 A Walk-In Cooler Door Heater	LA-50			
LA-51	CU-4 (2#6, #10G, 3/4"C)	45 A	2		3360	1144		2	15 A AC-4 (2#10, #10G, 3/4"C)	LA-52			
LA-53						3360	1144			LA-54			
LA-55	AC-5 (2#10, #10G, 3/4"C)	15 A	2	1144	1500			1	20 A Walk-In Cooler Lights	LA-56			
LA-57					1144	1000		1	20 A Walk-In Cooler Door Heater	LA-58			
LA-59	Receptacles	20 A	1			720	1000	1	20 A Receptacles	LA-60			
LA-61	Receptacles	20 A	1	1000	360			1	20 A Receptacles Lab 113	LA-62			
LA-63	Receptacles Lab 113	20 A	1		360	540		1	20 A Receptacles Lab 113	LA-64			
LA-65	Receptacles Storage 112	20 A	1			540	540	1	20 A Receptacles Fermenting 110	LA-66			
LA-67	Receptacles Storage 112	20 A	1	540	540			1	20 A Receptacles Storage 112	LA-68			
LA-69	Receptacles Fermenting 110	20 A	1		360	540		1	20 A Receptacles Fermenting 110	LA-70			
LA-71	Keg Washer (Mark K)	20 A	1			500	360	1	20 A Receptacles Rm 218	LA-72			
LA-73	SPARE	20 A	1	0						LA-74			
LA-75	SPARE	20 A	1		0					LA-76			
LA-77	SPARE	20 A	1			0				LA-78			
LA-79	SURGE PROTECTION DEVICE	--	--	0	10624					LA-80			
LA-81	CONNECT PER MANUFACTURERS	--	--		0	6329		3	150 A Panel LA2	LA-82			
LA-83	REQUIREMENTS	--	--			0	4879			LA-84			
				<b>Total Load:</b>	29533 VA	26931 VA	24792 VA						
				<b>Total Amps:</b>	249 A	227 A	207 A						

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Lighting	2816 VA	125.00%	3520 VA	
Power	61540 VA	100.00%	61540 VA	<b>Total Conn. Load: 81256 VA</b>
Receptacle	16900 VA	79.59%	13450 VA	<b>Total Est. Demand: 78510 VA</b>
				<b>Total Conn.: 226 A</b>
				<b>Total Est. Demand: 218 A</b>

**Notes:**  
3P300AMP MCB PANEL. MINIMUM CIRCUIT SIZE FOR ALL 120V, 20AMP CIRCUITS IS 2#10, #10G, 3/4"C.

<b>Branch Panel: LB</b>													
Location: STORAGE 212				Volts: 120/208 Wye				A.I.C. Rating: 10K					
Supply From: TLB				Phases: 3				Mains Type:					
Mounting: Surface				Wires: 4				Mains Rating: 125 A					
Enclosure: Type 1				MCB Rating: 125 A									
<b>Notes:</b>													
CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT			
LB-1	Refrigerator Break 200	20 A	1	1800	720			1	20 A Recept Office 203	LB-2			
LB-3	Receptacle Conference 201	20 A	1		1200	720		1	20 A Recept RR & Corridor	LB-4			
LB-5	AC-1 (2#10, #10G, 3/4"C)	15 A	1			1200	540	1	20 A Recept Open Office Work Stations	LB-6			
LB-7	Recept Work Stations 202	20 A	1	540	1200			1	20 A Receptacle Conference 201	LB-8			
LB-9	Rec Open Office Work Stations	20 A	1		360	540		1	20 A Recept Open Office Work Stations	LB-10			
LB-11	Rec Open Office Work Stations	20 A	1			360	720	1	20 A Recept Storage 206	LB-12			
LB-13	Rec Office 207	20 A	1	900	720			1	20 A Recept Office 208	LB-14			
LB-15	Rec Office 209	20 A	1		900	900		1	20 A Recept Office 210	LB-16			
LB-17	Receptacles Small Conference 211	20 A	1			900	1460	1	20 A Receptacles Conference 201	LB-18			
LB-19	Rec DED Bar	20 A	1	1200	1200			1	20 A Receptacle Counter Break 200	LB-20			
LB-21	Receptacle Counter Break 200	20 A	1		1200	1200		1	20 A Receptacle Counter Break 200	LB-22			
LB-23	Receptacle Counter Break 200	20 A	1			1200	1200	1	20 A Receptacle Counter Break 200	LB-24			
LB-25	AC-2 (2#10, #10G, 3/4"C)	15 A	1	1200	720			1	20 A Receptacles Balcony Area	LB-26			
LB-27	Balcony Future Power for Owner	20 A	1		1000	720		1	20 A Receptacle	LB-28			
LB-29	Receptacles 200, 201	20 A	1			1220	540	1	20 A Receptacles Break 200	LB-30			
LB-31					1260			1	20 A Receptacles Small Conference 211	LB-32			
LB-33						1200		1	15 A AC-3 (2#10, #10G, 3/4"C)	LB-34			
LB-35	Receptacles Rms 212 & 214	20 A	1			1080	500	1	20 A Exhaust Fan EF-5	LB-36			
LB-37	Exhaust Fan EF-6	20 A	1	500	1200			1	20 A Disposal Break 200	LB-38			
LB-39										LB-40			
LB-41										LB-42			
LB-43										LB-44			
LB-45										LB-46			
LB-47										LB-48			
LB-49										LB-50			
LB-51										LB-52			
LB-53										LB-54			
LB-55	SPARE	20 A	1	0	0			1	20 A SPARE	LB-56			
LB-57	SPARE	20 A	1		0	0		1	20 A SPARE	LB-58			
LB-59	SPARE	20 A	1			0	0	1	20 A SPARE	LB-60			
LB-61	SPARE	20 A	1	0	0			1	20 A SPARE	LB-62			
LB-63	SPARE	20 A	1		0	0		1	20 A SPARE	LB-64			
LB-65	SPARE	20 A	1			0	0	1	20 A SPARE	LB-66			
LB-67	SPARE	20 A	1	0	0			1	20 A SPARE	LB-68			
LB-69	SPARE	20 A	1		0	0		1	20 A SPARE	LB-70			
LB-71	SPARE	20 A	1			0	0	1	20 A SPARE	LB-72			
LB-73	SPARE	20 A	1	0	0			1	20 A SPARE	LB-74			
LB-75	SPARE	20 A	1		0	0		1	20 A SPARE	LB-76			
LB-77	SPARE	20 A	1			0	0	1	20 A SPARE	LB-78			
LB-79	SURGE PROTECTION DEVICE	--	--	0	0			1	20 A SPARE	LB-80			
LB-81	CONNECT PER MANUFACTURERS	--	--		0	0		1	20 A SPARE	LB-82			
LB-83	REQUIREMENTS	--	--			0	0	1	20 A SPARE	LB-84			
				<b>Total Load:</b>	13160 VA	9940 VA	10920 VA						
				<b>Total Amps:</b>	111 A	83 A	92 A						

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Power	7100 VA	100.00%	7100 VA	
Receptacle	26920 VA	68.57%	18460 VA	<b>Total Conn. Load: 34020 VA</b>
				<b>Total Est. Demand: 25560 VA</b>
				<b>Total Conn.: 94 A</b>
				<b>Total Est. Demand: 71 A</b>

**Notes:**  
3P125AMP MCB PANEL. ALL 120V, 20AMP CIRCUITS ARE 2#10, #10G, 3/4"C UNLESS NOTED OTHERWISE.

INTERIM REVIEW ONLY

These documents are incomplete, and are released for interim review only and not intended for regulatory approval, permit, bidding, or construction purposes.

Engineer: Victor Meza, P.E.  
License No.: TXE 81105  
Date: 07/01/2021

ISSUED FOR GMP.  
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07.01.21

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REV# | DATE | DESCRIPTION

PROJECT NUMBER  
2006  
DATE  
07.01.21

SHEET TITLE  
SCHEDULES -  
ELECTRICAL

SHEET NUMBER  
E5.01

# All GFCI and Duplex Receptacles Circuited 8-10 Devices Per Circuit. Left Over Breakers Will Serve As Spares.

**Branch Panel: LMS**

Location: TLMS  
Supply From: TLMS  
Mounting: Surface  
Enclosure: Type 3R

Volts: 120/208 Wye  
Phases: 3  
Wires: 4

A.I.C. Rating: 65K  
Mains Type: 600 A  
Mains Rating: 600 A  
MCB Rating: 500 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT	
LMS-1	Estimated Load Only, Confirm Final	100 A	3	9607	38430				Estimated Load Only, Confirm Final	LMS-2	
LMS-3	Load Requirements with Owner and				9607	38430			Single Load Requirements with Owner	LMS-4	
LMS-6	Adjust Items Accordingly					9607	38430		and Adjust Items Accordingly	LMS-6	
LMS-7										LMS-8	
LMS-9										LMS-10	
LMS-11										LMS-12	
LMS-13	SPACE			0	0				SPACE	LMS-14	
LMS-15	SPACE				0	0			SPACE	LMS-16	
LMS-17	SPACE					0	0		SPACE	LMS-18	
LMS-19	SPACE								SPACE	LMS-20	
LMS-21	SPACE			0	0				SPACE	LMS-22	
LMS-23	SPACE				0	0			SPACE	LMS-24	
LMS-25	SPACE					0	0		SPACE	LMS-26	
LMS-27	SPACE				0	0			SPACE	LMS-28	
LMS-29	SPACE					0	0		SPACE	LMS-30	
LMS-31	SPACE				0	0			SPACE	LMS-32	
LMS-33	SPACE					0	0		SPACE	LMS-34	
LMS-35	SPACE								SPACE	LMS-36	
LMS-37	SURGE PROTECTION DEVICE			0					SPACE	LMS-38	
LMS-39	CONNECT PER MANUFACTURERS								SPACE	LMS-40	
LMS-41	REQUIREMENTS								SPACE	LMS-42	
				<b>Total Load:</b>	48037 VA	48037 VA	48037 VA				
				<b>Total Amps:</b>	400 A	400 A	400 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Power	144111 VA	100.00%	144111 VA	
				<b>Total Conn. Load:</b> 144111 VA
				<b>Total Est. Demand:</b> 144111 VA
				<b>Total Conn.:</b> 400 A
				<b>Total Est. Demand:</b> 400 A

Notes:

MAIN STAGE ELECTRICAL PANEL - CONFIRM FINAL LOCATION AND SIZE WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. PROVIDE WITH ISOLATED GROUND BUS AND EQUIPMENT GROUND BUS. CONFIRM FINAL CIRCUIT BREAKER SIZES, QUANTITIES, BRANCH CIRCUITS, ETC. WITH OWNER PRIOR TO ORDERING OR INSTALLING ANY STAGE RELATED ELECTRICAL EQUIPMENT; ACTUAL STAGE POWER LAYOUT DESIGN BY OTHERS.

**Branch Panel: LP**

Location: ELECTRICAL 114  
Supply From: TLP  
Mounting: Surface  
Enclosure:

Volts: 120/240 Delta  
Phases: 3  
Wires: 4

A.I.C. Rating: 22K  
Mains Type: 400 A  
Mains Rating: 400 A  
MCB Rating: 350 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT	
LP-1				2467	2467					LP-2	
LP-3	Electric Fork Lift Charging Station	35 A	3		2467	2467			Electric Fork Lift Charging Station	LP-4	
LP-5	(3#8, #10G, 3/4"C)					2467	2467		(3#8, #10G, 3/4"C)	LP-6	
LP-7				5549	5549					LP-8	
LP-9	Air Compressor (Mark L) (3#3, #6G, 1	110 A	3		5549	5549			Air Compressor (Mark L) (3#3, #6G, 1	LP-10	
LP-11	1/4"C)					5549	5549		1/4"C)	LP-12	
LP-13				5820	1316					LP-14	
LP-15	Keg Washer (Mark K) (3#2, #6G, 1	100 A	3		5820	1316			Keg Washer (Mark K) (3#2, #6G, 1	LP-16	
LP-17	1/4"C)					5820	1316		1/4"C)	LP-18	
LP-19				1316	1316					LP-20	
LP-21	Overhead Cord Reel (3#10, #10G,	20 A	3						Overhead Cord Reel (3#10, #10G,	LP-22	
LP-23	3/4"C)				1316	1316			3/4"C)	LP-24	
LP-25						1316	1316			LP-26	
LP-27	Overhead Cord Reel (3#10, #10G,	20 A	3						Overhead Cord Reel (3#10, #10G,	LP-28	
LP-29	3/4"C)				1316	1316			3/4"C)	LP-30	
LP-31						1316	1316			LP-32	
LP-33	Welder (Confirm receptacle NEMA	50 A	2	4800					Welder (Confirm receptacle NEMA	LP-34	
LP-35	configuration) (2#3, #6G, 1"C)				4800				configuration) (2#3, #6G, 1"C)	LP-36	
LP-37	SURGE PROTECTION DEVICE								SPACE	LP-38	
LP-39	CONNECT PER MANUFACTURERS								SPACE	LP-40	
LP-41	REQUIREMENTS								SPACE	LP-42	
				<b>Total Load:</b>	33232 VA	33232 VA	28432 VA				
				<b>Total Amps:</b>	277 A	277 A	237 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Power	85296 VA	100.00%	85296 VA	
Receptacle	9600 VA	100.00%	9600 VA	
				<b>Total Conn. Load:</b> 94896 VA
				<b>Total Est. Demand:</b> 94896 VA
				<b>Total Conn.:</b> 228 A
				<b>Total Est. Demand:</b> 228 A

Notes:

Look at the utilization of the power for cord reels, eliminate cord reels and look at consolidating this panel

**Branch Panel: DPE**

Location: ELECTRICAL 114  
Supply From: MSB  
Mounting: Surface  
Enclosure: Type 1

Volts: 480/277 Wye  
Phases: 3  
Wires: 4

A.I.C. Rating: 100K  
Mains Type: MCB  
Mains Rating: 1000 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT	
DPE-1	CHILLER (SEE ONE-LINE	450 A	3	91730 VA/91730 VA					FUTURE CHILLER (SEE ONE-LINE	DPE-2	
DPE-3	DIAGRAM)				91730 VA/91730 VA				DIAGRAM)	DPE-4	
DPE-5						91730 VA/91730 VA				DPE-6	
DPE-7										DPE-8	
DPE-9										DPE-10	
DPE-11										DPE-12	
DPE-13										DPE-14	
DPE-15										DPE-16	
DPE-17										DPE-18	
DPE-19										DPE-20	
DPE-21										DPE-22	
DPE-23										DPE-24	
DPE-25	SURGE PROTECTION DEVICE			0 VA					SPACE	DPE-26	
DPE-27	CONNECT PER MANUFACTURERS				0 VA				SPACE	DPE-28	
DPE-29	REQUIREMENTS					0 VA			SPACE	DPE-30	
				<b>Total Load:</b>	183460 VA	183460 VA	183460 VA				
				<b>Total Amps:</b>	662 A	662 A	662 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Power	550380 VA	100.00%	550380 VA	
				<b>Total Conn. Load:</b> 550380 VA
				<b>Total Est. Demand:</b> 550380 VA
				<b>Total Conn.:</b> 662 A
				<b>Total Est. Demand:</b> 662 A

Notes:

**Branch Panel: LA2**

Location: ELECTRICAL 114  
Supply From: LA  
Mounting: Surface  
Enclosure: Type 1

Volts: 120/208 Wye  
Phases: 3  
Wires: 4

A.I.C. Rating: 22K  
Mains Type: 150 A  
Mains Rating: 150 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT	
LA2-1	CONDENSING UNIT CU-1 (2#10,	25 A	2	1560	2392				CONDENSING UNIT CU-2 (2#8,	LA2-2	
LA2-3	#10G, 3/4"C)				1560	2392			#10G, 3/4"C)	LA2-4	
LA2-5	CONDENSING UNIT CU-3 (2#6,	50 A	2						Power for Balcony Ceiling Fans	LA2-6	
LA2-7	#10G, 3/4"C)			3016	1080				Receptacles Storage 213	LA2-8	
LA2-9										LA2-10	
LA2-11										LA2-12	
LA2-13										LA2-14	
LA2-15	Motorized Dampers	20 A	1		1000	500			Motorized Damper	LA2-16	
LA2-17	Lts Canopy D1	20 A	1			315	48		Lts Silo L55	LA2-18	
LA2-19	Lts Restrooms Conference break 2nd	20 A	1	971	605				Lts Restrooms, Bar	LA2-20	
LA2-21	Lts Exterior Decorative	20 A	1		84	793			Lts Lobby & Entrys	LA2-22	
LA2-23	Power LIT SIGNAGE	20 A	1			500	500		Gas Water Heater GWH-1	LA2-24	
LA2-25	Circ Pump RCP-1	20 A	1	500	500				Power	LA2-26	
LA2-27	SPARE	20 A	1			0	0		SPACE	LA2-28	
LA2-29	SPARE	20 A	1			0	0		SPACE	LA2-30	
LA2-31	SPARE	20 A	1	0	0				SPACE	LA2-32	
LA2-33	SPARE	20 A	1			0	0		SPACE	LA2-34	
LA2-35	SPARE	20 A	1			0	0		SPACE	LA2-36	
LA2-37	SURGE PROTECTION DEVICE			0	0				SPACE	LA2-38	
LA2-39	CONNECT PER MANUFACTURERS				0	0			SPACE	LA2-40	
LA2-41	REQUIREMENTS					0	0		SPACE	LA2-42	
				<b>Total Load:</b>	10624 VA	6329 VA	4879 VA				
				<b>Total Amps:</b>	90 A	55 A	41 A				

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Domestic Water Heater	0 VA	0.00%	0 VA	
Heating	0 VA	0.00%	0 VA	
HVAC	0 VA	0.00%	0 VA	
Lighting	2816 VA	125.00%	3520 VA	
Lighting - Exterior	0 VA	0.00%	0 VA	
Other	0 VA	0.00%	0 VA	
Power	17936 VA	100.00%	17936 VA	
Receptacle	1080 VA	100.00%	1080 VA	
Spare	0 VA	0.00%	0 VA	
				<b>Total Conn. Load:</b> 21832 VA
				<b>Total Est. Demand:</b> 22536 VA
				<b>Total Conn.:</b> 61 A
				<b>Total Est. Demand:</b> 63 A

Notes:

MINIMUM CIRCUIT SIZE FOR ALL 120V, 20AMP CIRCUITS IS 2#10, #10G, 3/4"C.

**INTERIM REVIEW ONLY**

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Engineer: Victor Meza, P.E.  
License No.: TXE 81105  
Date: 07/01/2021

ISSUED FOR GMP, 95% CONSTRUCTION DOCUMENTS  
07.01.21

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McKinney, TX  
711 Tennessee St.  
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4141 Lindbergh Drive  
Addison, Texas 75001  
Project: 20023.000  
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Texas Registered Engineering Firm F-345

MEZA ENGINEERING, INC.

**TUPPS BREWERY**

402 E. LOUISIANA ST, MCKINNEY, TX 75069

REV#	DATE	DESCRIPTION

PROJECT NUMBER  
2006

DATE  
07.01.21

SHEET TITLE  
SCHEDULES - ELECTRICAL

SHEET NUMBER  
**E5.02**

### Branch Panel: HMB

Location: ELECTRICAL 114  
Supply From: HM  
Mounting: Surface  
Enclosure: Type 1

Volts: 480/277 Wye  
Phases: 3  
Wires: 4

A.I.C. Rating: 100K  
Mains Type: MCB  
Mains Rating: 600 A

Notes: Circuits Relocated to PNL HM

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
HMB-1	HLT PUMP (5HP) (3#10, #10G, 3/4"C)	20 A	3	2107	2107	2107	2107	2107	CLT PUMP (5HP) (3#10, #10G, 3/4"C)	HMB-2
HMB-3										HMB-6
HMB-5										HMB-8
HMB-7	EXTRA PUMP (4HP) (3#10, #10G, 3/4"C)	20 A	3	1746	1746	1746	1746	1746	EXTRA PUMP (4HP) (3#10, #10G, 3/4"C)	HMB-10
HMB-9										HMB-12
HMB-13										HMB-14
HMB-15	CONTROLS (3#10, #10G, 3/4"C)	20 A	3	2495	18500	2495	18500	2495	CENTRIFUGE (MARK H) (3#10, #6G, 1/2" C)	HMB-16
HMB-17										HMB-18
HMB-19										HMB-20
HMB-21	CIP (MARK G) (3#10, #6G, 1/2" C)	60 A	3	6624	2500	6624	2500	6624	UNIT HEATER UH-2 (3#10, #10G, 3/4"C)	HMB-22
HMB-23										HMB-24
HMB-25										HMB-26
HMB-27	UNIT HEATER UH-3 (3#10, #10G, 3/4"C)	20 A	3	2500	1137	2500	1137	2500	Overhead Cond. Reef (3#10, #10G, 3/4"C)	HMB-28
HMB-29										HMB-30
HMB-31	Overheat Guard Reel (3#10, #10G, 3/4"C)	20 A	3	1137	1000	1137	1000	1137	High Volume Low Speed Fan HVLS-1	HMB-32
HMB-33										HMB-34
HMB-35										HMB-36
HMB-37	SURGE PROTECTION DEVICE	--	--	0	1000				High Volume Low Speed Fan HVLS-2	HMB-38
HMB-39	CONNECT PER...	--	--		0	0			SPACE	HMB-40
HMB-41	REQUIREMENTS	--	--		0	0			SPACE	HMB-42
HMB-43	SPACE	--	--	0	0				SPACE	HMB-44
HMB-45	SPACE	--	--		0	0			SPACE	HMB-46
HMB-47	SPACE	--	--		0	0			SPACE	HMB-48
HMB-49	SPACE	--	--	0	0				SPACE	HMB-50
HMB-51	SPACE	--	--		0	0			SPACE	HMB-52
HMB-53	SPACE	--	--		0	0			SPACE	HMB-54
HMB-55	SPACE	--	--	0	0				SPACE	HMB-56
HMB-57	SPACE	--	--		0	0			SPACE	HMB-58
HMB-59	SPACE	--	--		0	0			SPACE	HMB-60
HMB-61	SPACE	--	--	0	0				SPACE	HMB-62
HMB-63	SPACE	--	--		0	0			SPACE	HMB-64
HMB-65	SPACE	--	--		0	0			SPACE	HMB-66
HMB-67	SPACE	--	--	0	0				SPACE	HMB-68
HMB-69	SPACE	--	--		0	0			SPACE	HMB-70
HMB-71										HMB-72
HMB-73										HMB-74
HMB-75										HMB-76
HMB-77										HMB-78
HMB-79										HMB-80
HMB-81										HMB-82
HMB-83										HMB-84
				<b>Total Load:</b>	44599 VA	43599 VA	43599 VA			
				<b>Total Amps:</b>	161 A	157 A	157 A			

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Domestic Water Heater	0 VA	0.00%	0 VA	
Heating	0 VA	0.00%	0 VA	<b>Total Conn. Load:</b> 131797 VA
HVAC	0 VA	0.00%	0 VA	<b>Total Est. Demand:</b> 131797 VA
Lighting	0 VA	0.00%	0 VA	<b>Total Conn.:</b> 159 A
Lighting - Exterior	0 VA	0.00%	0 VA	<b>Total Est. Demand:</b> 159 A
Other	0 VA	0.00%	0 VA	
Power	131797 VA	100.00%	131797 VA	
Receptacle	0 VA	0.00%	0 VA	
Spare	0 VA	0.00%	0 VA	

Notes: PROVIDE PANEL WITH FOUR (4) 3P150AMP SPACES.

### Branch Panel: HM

Location: ELECTRICAL 114  
Supply From: MSB  
Mounting: Surface  
Enclosure: Type 1

Volts: 480/277 Wye  
Phases: 3  
Wires: 4

A.I.C. Rating: 100K  
Mains Type: MCB  
Mains Rating: 600 A

Notes: Crossed Out Circuits Being Fed By CP1, CP2, And VFD Panels Provided By Manufacturer

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT
HM-1	BOILER/BURNER (3#8, #10G, 3/4"C)	30 A	3	4989	2218	4989	2218	4989	FEEDWATER SYSTEM (3#10, #10G, 3/4"C)	HM-2
HM-3										HM-4
HM-5										HM-6
HM-7	DEPALLETIZER POWER (3#8, #10G, 3/4"C) (SKA FAB)	30 A	3	5488	4684	5488	4684	5488	FIVE (5) VFD PANEL (3#8, #10G, 3/4"C) (SKA FAB)	HM-8
HM-9										HM-10
HM-11										HM-12
HM-13	FOUR (4) VFD PANEL (3#8, #10G, 3/4"C) (SKA FAB)	30 A	3	3880	1940	3880	1940	3880	BUILDABLE (3#10, #10G, 3/4"C) (SKA FAB)	HM-14
HM-15										HM-16
HM-17										HM-18
HM-19	DRYER BLOWER MOTOR - EXTERNAL CAN DRYER (3#10, #10G, 3/4"C) (SKA FAB)	20 A	3	3187	1303	3187	1303	3187	IONIZED AIR RINSE CAGE (3#10, #10G, 3/4"C) (SKA FAB)	HM-20
HM-21										HM-22
HM-23										HM-24
HM-25	SPENT GRAIN SILO (7.5HP, MARK M) (3#10, #10G, 3/4"C)	25 A	3	3049	444	3049	444	3049	GRAIN SILO 1 (0.75HP, MARK N) (3#12, #12G, 3/4"C)	HM-26
HM-27										HM-28
HM-29										HM-30
HM-31	GRAIN SILO 2 (0.75HP, MARK N) (3#12, #12G, 3/4"C)	15 A	3	444	5820	444	5820	444	VACUUM BLOWER (1.5HP, MARK V) (3#8, #10G, 3/4"C)	HM-32
HM-33										HM-34
HM-35	SCALE HOPPER (0.75HP, MARK Q) (3#12, #12G, 3/4"C)	15 A	3	444	2107	444	2107	444	SCALE HOPPER (5HP, MARK Q) (3#10, #10G, 3/4"C)	HM-36
HM-37										HM-38
HM-39										HM-40
HM-41										HM-42
HM-43	SUPER SACK BAG UNLOADER (0.75HP, MARK U) (3#12, #12G, 3/4"C)	15 A	3	444	2107	444	2107	444	SUPER SACK BAG UNLOADER, 1-TON HOLD (5HP???, MARK U) (3#10, #10G, 3/4"C)	HM-44
HM-45										HM-46
HM-47										HM-48
HM-49	MASH PUMP (4HP) (3#8, #10G, 3/4"C)	35 A	3	3880	2107	3880	2107	3880	MASH MIXER MOTOR (5HP) (3#10, #10G, 3/4"C)	HM-50
HM-51										HM-52
HM-53										HM-54
HM-55	LAUTER PUMP (3HP) (3#12, #12G, 3/4"C)	15 A	3	1331	3049	1331	3049	1331	LAUTER MIXER MOTOR (7.5HP) (3#10, #10G, 3/4"C)	HM-56
HM-57										HM-58
HM-59										HM-60
HM-61	LAUTER LIFTING MOTOR (2HP) (3#12, #12G, 3/4"C)	15 A	3	943	1746	943	1746	943	KETTLE PUMP (4HP) (3#10, #10G, 3/4"C)	HM-62
HM-63										HM-64
HM-65										HM-66
HM-67										HM-68
HM-69	WHIRLPOOL-KQ PUMP (4HP) (3#10, #10G, 3/4"C)	20 A	3	1746		1746		1746		HM-70
HM-71										HM-72
HM-73										HM-74
HM-75										HM-76
HM-77										HM-78
HM-79										HM-80
HM-81	SURGE PROTECTION DEVICE	--	--	0	44599				PANEL HMB (BUS CONNECTION ONLY)	HM-82
HM-83	CONNECT PER...	--	--		0	43599				HM-84
HM-85	REQUIREMENTS	--	--		0	43599				HM-84
				<b>Total Load:</b>	101949 VA	100949 VA	100949 VA			
				<b>Total Amps:</b>	368 A	364 A	364 A			

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Domestic Water Heater	0 VA	0.00%	0 VA	
Heating	0 VA	0.00%	0 VA	<b>Total Conn. Load:</b> 303847 VA
HVAC	0 VA	0.00%	0 VA	<b>Total Est. Demand:</b> 303847 VA
Lighting	0 VA	0.00%	0 VA	<b>Total Conn.:</b> 365 A
Lighting - Exterior	0 VA	0.00%	0 VA	<b>Total Est. Demand:</b> 365 A
Other	0 VA	0.00%	0 VA	
Power	303847 VA	100.00%	303847 VA	
Receptacle	0 VA	0.00%	0 VA	
Spare	0 VA	0.00%	0 VA	

Notes: PROVIDE PANEL WITH TWO (2) 3P150AMP SPACES.

### Branch Panel: LK

Location: STORAGE 107  
Supply From: TLK  
Mounting: Surface  
Enclosure: Type 1

Volts: 120/208 Wye  
Phases: 3  
Wires: 4

A.I.C. Rating: 10K  
Mains Type: MCB  
Mains Rating: 125 A  
MCB Rating: 125 A

Notes:

CKT	Circuit Description	Trip	Poles	A	B	C	Poles	Trip	Circuit Description	CKT			
LK-1	Future Concession Equipment Bar 101 (E321)	20 A	1	1800	840			1	20 A	UC Refrigerator Bar 101 (E322)	LK-2		
LK-3	Future Concession Equipment Bar 101 (E321)	20 A	1		1800	1800			1	20 A	Bar Equipment Bar 101 (E313)	LK-4	
LK-5	Wine Refrigerator Bar 101 (E308)	20 A	1				840	1800	1	20 A	Future Frozen Drink Machine Bar 101 (E310)	LK-6	
LK-7	POS Unit Bar 101 (E307)	20 A	1	1800	1800				1	20 A	POS Unit Bar 101 (E307)	LK-8	
LK-9	UC Ice Machine Bar 101 (E323)	20 A	1			1200	1800		1	20 A	Receptacle Bar 101 (E305)	LK-10	
LK-11	Walk-In 102 Cooler Lighting & Door Heater (E300)	20 A	1					1200	600	1	20 A	Walk-In 102 Cooler Evaporator Coil (E300A)	LK-12
LK-13	Receptacle Bar 101 (**)	20 A	1	1000	1500					1	20 A	Receptacle Bar 101 (**)	LK-14
LK-15	Receptacle Bar 101 (**)	20 A	1			1000	1500			3	30 A	Walk-In 102 Cooler Condensing Unit (E301) (3#10, #10G, 3/4"C)	LK-16
LK-17	SPARE	20 A	1					0	1500				LK-18
LK-19	SPARE	20 A	1	0									LK-20
LK-21	SPARE	20 A	1		0	0				1	20 A	SPARE	LK-22
LK-23	SPARE	20 A	1			0	0			1	20 A	SPARE	LK-24
LK-25	SPARE	20 A	1	0	0					1	20 A	SPARE	LK-26
LK-27	SPARE	20 A	1			0	0			1	20 A	SPARE	LK-28
LK-29	SPARE	20 A	1				0	0		1	20 A	SPARE	LK-30
LK-31													LK-32
LK-33													LK-34
LK-35													LK-36
LK-37													LK-38
LK-39													LK-40
LK-41													LK-42
				<b>Total Load:</b>	8740 VA	9100 VA	5940 VA						
				<b>Total Amps:</b>	76 A	79 A	50 A						

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals
Power	6300 VA	100.00%	6300 VA	
Receptacle	17480 VA	78.60%	13740 VA	<b>Total Conn. Load:</b> 23780 VA
				<b>Total Est. Demand:</b> 20040 VA
				<b>Total Conn.:</b> 66 A
				<b>Total Est. Demand:</b> 56 A

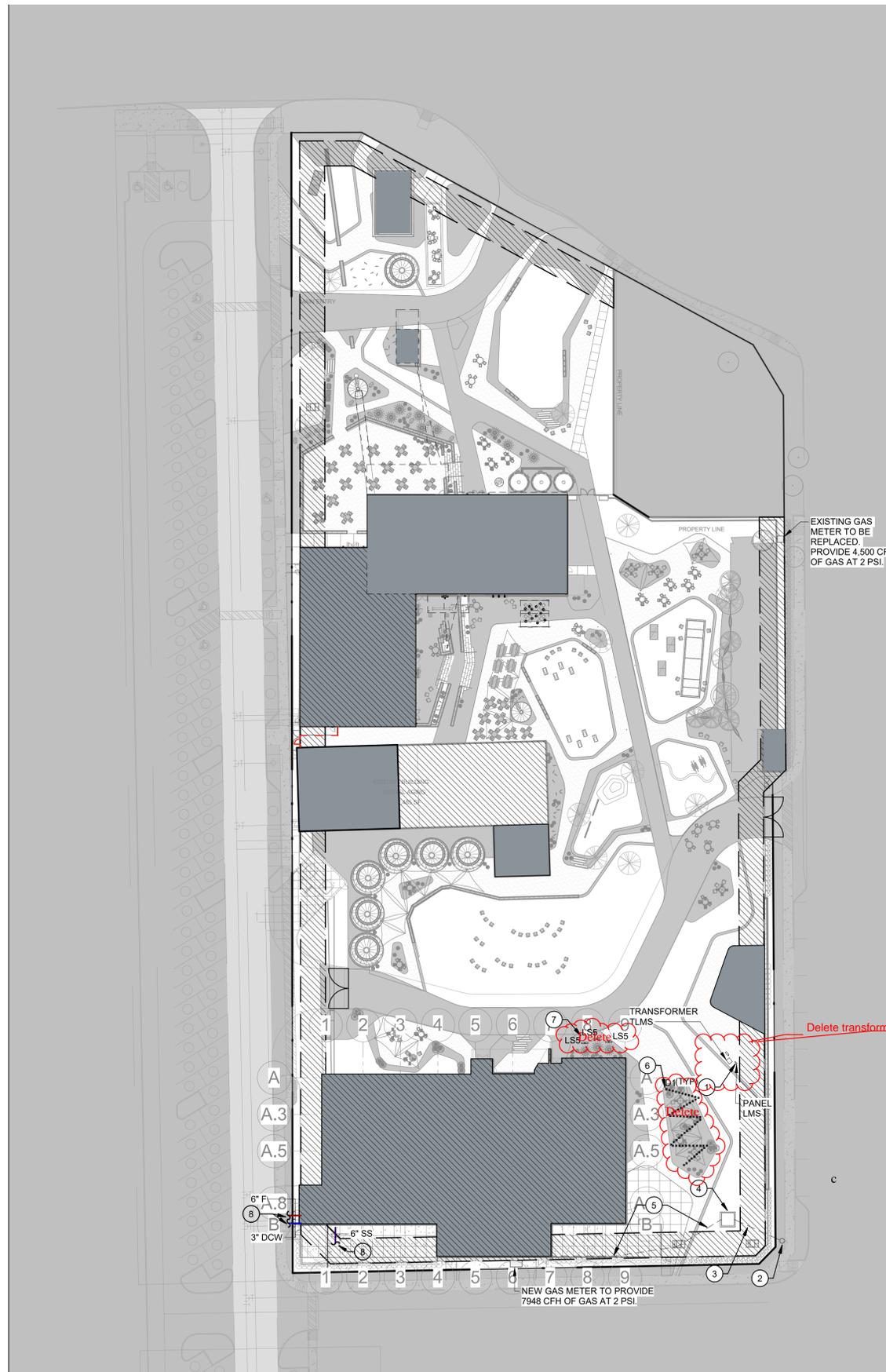
Notes: 3P125AMP MCB PANEL. ALL 120V, 20AMP BRANCH CIRCUITS 2#10, #10G, 3/4"C UNLESS NOTED OTHERWISE. PROVIDE PANEL WITH BOTH EQUIPMENT GROUND BUS AND ISOLATED GROUND BUS. (\*\*\*) - CONFIRM DEVICE INSTALLATION LOCATION WITH OWNER.

### GENERAL NOTES

- REFER TO CIVIL, LANDSCAPE AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ALL EXTERIOR MOUNTED EQUIPMENT SHALL BE WEATHERPROOF TYPE.
- ALL EXTERIOR ELECTRICAL OUTLETS SHALL BE WEATHERPROOF GFI TYPE.
- ALL EXTERIOR LIGHTING SHALL BE CONTROLLED VIA CONTACTORS (PHOTOCELL ON/TIME CLOCK OFF) UNLESS OTHERWISE NOTED.
- EMPTY CONDUIT SHALL BE CAPPED AT EACH END AND HAVE PULL STRING UNLESS OTHERWISE NOTED.
- REFER TO ELECTRICAL FLOOR PLANS AND ARCHITECTURAL ELEVATIONS FOR EXTERIOR BUILDING MOUNTED LIGHTING LOCATIONS.
- PROVIDE LARGE RADIUS 90 DEGREE SWEEPING BENDS FOR ALL U.G. CONDUITS.
- THE ACRONYM "AHJ" AS INDICATED ON THIS PROJECT STANDS FOR "AUTHORITY HAVING JURISDICTION"
- THE WORD "PROVIDE" MEANS: FURNISH, INSTALL AND MAKE FINAL CONNECTION TO THE EQUIPMENT PER THE EQUIPMENT MANUFACTURER'S SPECIFICATIONS, REQUIREMENTS, UL, NEC AND AHJ.
- COORDINATE ALL SERVICES REQUIREMENTS WITH UTILITY COMPANIES AND INCLUDE ALL WORK REQUIRED IN BID. INITIAL UTILITY CONTACT INFORMATION IS AS FOLLOWS:  
ATMOS ENERGY CORPORATION - MR. BRENT D. PROFFITT III, 214.733.5133 (OFFICE), Brent.Proffitt@atmosenergy.com.  
ONCOR ELECTRIC DELIVERY - MR. MICHAEL ALFORD, 972.977.8829 (CELL), michael.alford@oncor.com.  
AT&T - MR. FRANK WRIGHT, 972.649.8736 (OFFICE), Fw1569@att.com.  
SPECTRUM - MR. PATRICK SAULS, 214.320.7576 (OFFICE), 214.422.1537 (CELL), Patrick.Sauls@charter.com.
- UTILITIES INFORMATION ARE APPROXIMATELY SHOWN. FIELD VERIFY ALL LOCATIONS AND SITE CONDITIONS PRIOR TO BID/CONSTRUCTION.
- PROVIDE FOR ALL EXPENSES TO RELOCATE/REMOVE EXISTING UTILITIES INCLUDING BUT ARE NOT LIMITED TO POWER, TELEPHONE, CABLE, ETC. PER UTILITY COMPANIES SPECIFICATIONS AND REQUIREMENTS. PROVIDE UNDERGROUND PULL BOXES AS REQUIRED.
- VERIFY ALL SITE WORK REQUIRED TO BE DONE SUCH AS EXCAVATIONS, TRENCHES, CAISSONS, WALLS, ETC. FIELD SURVEY THE EXISTING SITE IN ORDER TO GAIN KNOWLEDGE OF THE EXISTING SITE CONDITIONS & ALL U.G. PIPING ON THIS PARTICULAR SITE. THE ENGINEERS ASSUME NO RESPONSIBILITY FOR DETERMINING ANY EXISTING U.G. PIPING LOCATIONS, SIZE, DEPTH OR HAZARD, CONTACT AND COORDINATE WITH THE UTILITY COMPANIES PRIOR TO DIGGING.

### KEY NOTES

- MAIN STAGE ELECTRICAL PANEL LMS TO BE SERVED FROM THE BREWERY BUILDING AND LOCATED AT THE MAIN STAGE AREA. FINAL PANEL SIZING REQUIREMENTS (AND ASSOCIATED TRANSFORMER, FEEDER, ETC.) AND PANEL LOCATION TO BE CONFIRMED BY OWNER.
- APPROXIMATE LOCATION OF ELECTRIC UTILITY POWER POLE; CONFIRM FINAL LOCATION WITH ELECTRIC UTILITY COMPANY AND PROVIDE FOR ACCORDINGLY.
- APPROXIMATE LOCATION OF PRIMARY SERVICE CONDUITS FROM POLE RISER TO PAD MOUNTED TRANSFORMER; CONFIRM FINAL REQUIREMENTS WITH ELECTRIC UTILITY COMPANY AND PROVIDE FOR ACCORDINGLY.
- APPROXIMATE LOCATION OF THE ELECTRIC UTILITY COMPANY PAD MOUNTED TRANSFORMER; CONFIRM FINAL REQUIREMENTS WITH ELECTRIC UTILITY COMPANY AND PROVIDE FOR ACCORDINGLY.
- APPROXIMATE LOCATION FOR ROUTING OF SECONDARY ELECTRICAL SERVICE FROM THE PAD MOUNTED TRANSFORMER TO MAIN SWITCHBOARD MSB.
- CANOPY LIGHT FIXTURE. FIELD MEASURE EXACT LENGTH AS REQUIRED. PROVIDE LIGHT SWITCH ADJACENT TO CANOPY. COORDINATE EXACT LOCATION FOR SWITCH WITH OWNERS REP. POWER LIGHTING CIRCUIT FROM NEW BREWERY PANEL LA2. CONNECT TO 20AMP, 120VOLT DEDICATED CIRCUIT LA2-17. CONNECT WITH 2#10#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
- GROUND MOUNTED LIGHT FIXTURE FOR SIGNAGE LIGHTING. COORDINATE EXACT FIXTURE LOCATION AND FIXTURES REQUIRED TO PROVIDE FULL COVERAGE OF SIGN. POWER LIGHTING CIRCUIT FROM NEW BREWERY PANEL LA2. CONNECT TO 20AMP, 120VOLT CIRCUIT LA2-18. CONNECT WITH 2 #10#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
- REFER TO CIVIL FOR CONTINUATION.





October 19<sup>th</sup>, 2021

RE: TUPPS Barrel Aging Building  
402 E. Louisiana St.  
McKinney, TX 75069

From: Texas of All Tech Electric LLC.  
194 Industrial Blvd. Suite 108  
McKinney, TX 75069

Dear Estimating Team

We propose to furnish the labor and materials necessary to install the electrical work for the above reference project in accordance drawing and specifications up to 09/20/2021 and the following scope of work for the sum of:

**Eighty-Three Thousand, Nine Hundred Forty-Six Dollars, and Zero Cents**

..... **\$83,946.00**

**SCOPE OF WORK**

- Provide and Install Temp Power**
- Provide and Install Interior Lighting and Site Lighting (Per Attached Revised Drawing)**
- Provide and Install Lighting Controls**
- Provide and Install Power with increased (8-10) devices per circuit (Per Rev. Drawing)**
- Provide and Install Power, Disconnect, and Connection to HVAC**
- Provide and Install Panel Switchgear and Panelboards**
- Provide and Install Primary Raceways with Aluminum Feeders**
- Provide and Install Secondary Raceways with Aluminum Conductors**
- Provide and Install Single Point Connection to disconnect for owner provide equipment**
- Provide and Install Raceways for Fire Alarm (Stub to nearest open ceiling)**
- Provide and Install Raceways for Tele/Data (Stub to nearest open ceiling)**
- Provide and Install Raceways for T-Stat (Stub to nearest open ceiling)**

**Clarifications:**

1. Permit Fee is included.
2. All wiring to meet the requirements of the 2020 National Electrical Code.
3. No back charges for cleanup will be accepted unless prior written notice and forty-eight hours has been given to comply.
4. Excessive Equipment and GFI/GFCI circuits have been changed normal duplex circuits.
5. Price based off of VE Lighting and Gear Package.
6. MC Whips and Branch used up to spider boxes for Home Runs.
7. Omission of Site GFI Circuits.
8. Omission of Green room scope.
9. Inclusion of 200A panel to cover Site/Silo circuits.
10. This proposal is subject to mutual agreement on and execution of a written contract.
11. This proposal will remain in effect for 14 days.

Thank you for the opportunity of submitting this proposal. I trust it will warrant your favorable consideration.

Sincerely

Riley Cottrell  
Estimator

194 Industrial Blvd. Suite# 108 McKinney, TX 75069 Phone: 214.548.4265  
Electrical Contractor TELC 32317 [www.alltechllc.com](http://www.alltechllc.com) ELECTRICAL  
Certifications: **HUB, WBE, WOSB, DBE**  
Regulated by: The Texas Department of Licensing and Regulation, P. O. Box 12157,  
Austin, TX 78711, 1-800-803-9202, 512-463-6599 [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

### GENERAL NOTES

- REFER TO CIVIL, LANDSCAPE AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
- ALL EXTERIOR MOUNTED EQUIPMENT SHALL BE WEATHERPROOF TYPE.
- ALL EXTERIOR ELECTRICAL OUTLETS SHALL BE WEATHERPROOF GFI TYPE.
- ALL EXTERIOR LIGHTING SHALL BE CONTROLLED VIA CONTACTORS (PHOTOCELL ON/TIME CLOCK OFF) UNLESS OTHERWISE NOTED. REFER TO SPECIFICATIONS FOR TIME CLOCK REQUIREMENTS.
- EMPTY CONDUIT SHALL BE CAPPED AT EACH END AND HAVE PULL STRING UNLESS OTHERWISE NOTED.
- REFER TO ELECTRICAL FLOOR PLANS AND ARCHITECTURAL ELEVATIONS FOR EXTERIOR BUILDING MOUNTED LIGHTING LOCATIONS.
- PROVIDE LARGE RADIUS 90 DEGREE SWEEPING BENDS FOR ALL U.G. CONDUITS.
- THE ACRONYM "AHJ" AS INDICATED ON THIS PROJECT STANDS FOR "AUTHORITY HAVING JURISDICTION"
- THE WORD "PROVIDE" MEANS: FURNISH, INSTALL AND MAKE FINAL CONNECTION TO THE EQUIPMENT PER THE EQUIPMENT MANUFACTURER'S SPECIFICATIONS, REQUIREMENTS, UL, NEC AND AHJ.
- COORDINATE ALL SERVICES REQUIREMENTS WITH UTILITY COMPANIES AND INCLUDE ALL WORK REQUIRED IN BID. INITIAL UTILITY CONTACT INFORMATION IS AS FOLLOWS:  
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- VERIFY ALL SITE WORK REQUIRED TO BE DONE SUCH AS EXCAVATIONS, TRENCHES, CAISSONS, WALLS, ETC. FIELD SURVEY THE EXISTING SITE IN ORDER TO GAIN KNOWLEDGE OF THE EXISTING SITE CONDITIONS & ALL U.G. PIPING ON THIS PARTICULAR SITE. THE ENGINEERS ASSUME NO RESPONSIBILITY FOR DETERMINING ANY EXISTING U.G. PIPING LOCATIONS, SIZE, DEPTH OR HAZARD. CONTACT AND COORDINATE WITH THE UTILITY COMPANIES PRIOR TO DIGGING.

### KEY NOTES

- TREE UP-LIGHT FIXTURE. STEM MOUNTED. COORDINATE EXACT FIXTURE LOCATION WITH LANDSCAPE DRAWINGS AS REQUIRED. POWER LIGHTING CIRCUIT FROM NEW BARRELL AGING ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT CIRCUIT LA-6. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
- CANOPY LIGHT FIXTURE. FIELD MEASURE EXACT LENGTH AS REQUIRED. PROVIDE LIGHT SWITCH ADJACENT TO CANOPY. COORDINATE EXACT LOCATION FOR SWITCH WITH OWNERS REP. POWER LIGHTING CIRCUIT FROM NEW BARRELL AGING ROOM PANEL LA. CONNECT TO 20AMP, 120VOLT DEDICATED CIRCUIT LA-6. CONNECT WITH 2#10,#10G., 1" PVC. RUN CIRCUIT THROUGH TIME CLOCK PHOTOCELL. LOCATE TIME CLOCK IN MAIN ELECTRICAL ROOM MOUNT PHOTOCELL ON ROOF FACING NORTH.
- SITE ALTERNATE NUMBER 5 - DELETE BYOB SILOS.
- REFER TO CIVIL FOR CONTINUATION.



1 SITE PLAN - MEP  
1" = 40'-0"

TUPPS BREWERY - BARRELL AGING

402 E. LOUISIANA ST.  
MCKINNEY, TX 75069

REV.#	DATE	DESCRIPTION

PROJECT NUMBER  
2006  
DATE  
07.01.2021

SHEET TITLE  
SITE PLAN - MEP

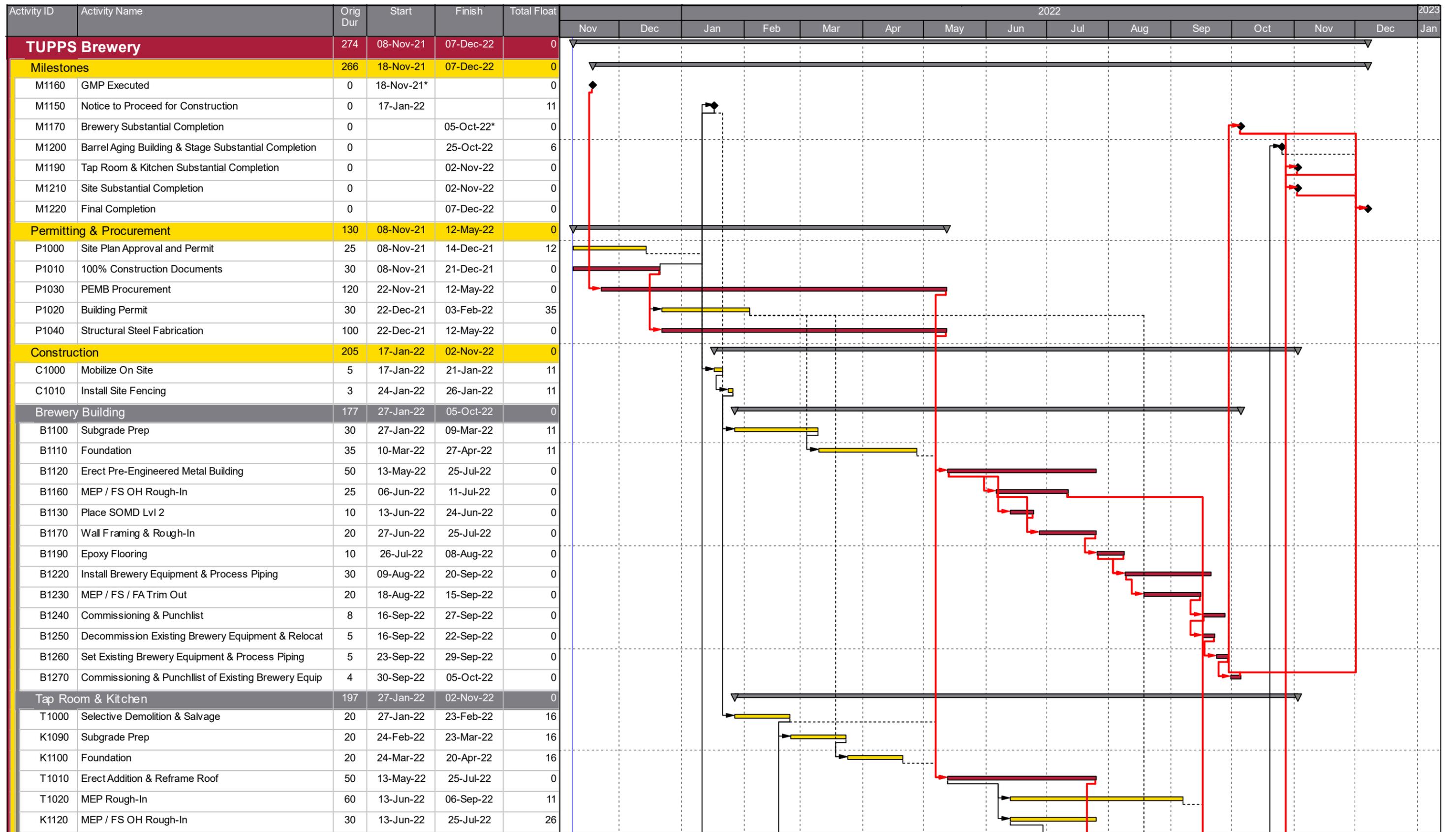
SHEET NUMBER

MEP2.00



**SpawGlass Contractors**  
1000 West Magnolia Ave  
Fort Worth, TX 76104  
Ph: 817.288.0890

# End of Part II



Start Date: 08-Nov-21  
 Finish Date: 07-Dec-22  
 Data Date: 08-Nov-21  
 Run Date: 11-Nov-21

- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone
- ▾ Summary
- ▬ Level of Effort



**TUPPS Brewery**

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<b>OWNERS DOCUMENTS</b>	
DESCRIPTION	VERSION
95% CD Comments made to documents	09.20.2021
Owner Equipment Documents (For Coordination Purposes Only)	10.29.2021
TUPPS Brewery Site Design Revision	11.05.2021

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S1.02	Structural Abbreviations & Symbols Legend	07.01.2021
S1.04	Special Inspections	07.01.2021
S2.03	Barrel Aging Foundation Plan	07.01.2021
S6.01	Sections and Details	07.01.2021
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A0.04	Texas Accessibility Standards	07.01.2021
A0.05	Texas Accessibility Standards	07.01.2021
A0.06	Texas Accessibility Standards	07.01.2021
A0.07	Texas Accessibility Standards	07.01.2021
A0.08	Texas Accessibility Standards	07.01.2021
A0.09	Partition Types &UL Assemblies	07.01.2021
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A2.01	Floor Plan and Door Types	07.01.2021
A3.00	Reflected Ceiling Plan & Finish Schedule	07.01.2021
A4.00	Roof Plan	07.01.2021
A5.00	Exterior Elevations	07.01.2021
A6.00	Building Sections	07.01.2021
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MPO.00	HVAC & Plumbing Legends and Abbreviations	07.01.2021
MP2.00	Underfloor Plan - HVAC & Plumbing	07.01.2021
MP2.01	Floor plan - HVAC & Plumbing	07.01.2021
MP4.00	Details - HVAC & Plumbing	07.01.2021
MP4.01	Details and Risers - HVAC & Plumbing	07.01.2021
MP5.00	Schedules - HVAC & Plumbing	07.01.2021
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E2.00	Floor Plan - Power	07.01.2021
E3.00	Floor Plan - Lighting	07.01.2021
E4.00	One-Line Diagram - Electrical	07.01.2021
E5.00	Schedules - Electrical	07.01.2021
E5.01	Schedules - Electrical	07.01.2021
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S1.02	Structural Notes	07.01.2021
S1.03	Structural Notes, Abbreviations & Symbols Legend	07.01.2021
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A3.01	Reflected Ceiling Plan - Mezzanine	07.01.2021
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A5.00	Exterior Elevations	07.01.2021
A5.01	Exterior Elevations	07.01.2021
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A6.01	Building Sections	07.01.2021
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A7.01	Interior Elevations	07.01.2021
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M3.01	Details & Enlarged Views - HVAC	07.01.2021
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P2.01	Floor Plan - Plumbing	07.01.2021
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P4.01	Details - Plumbing	07.01.2021
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E4.01	Enlarged Plans - Electrical	07.01.2021
E4.02	Enlarged Plans - Electrical	07.01.2021
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E5.01	Schedules - Electrical	07.01.2021
E5.02	Schedules - Electrical	07.01.2021
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S1.03	Structural Notes, Abbreviations & Symbols Legend	07.01.2021
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S2.02	Mezzanine & Addition Roof Framing Plan	07.01.2021
S2.03	Roof Framing Plan	07.01.2021
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S3.02	Typical Concrete Sections & Details	07.01.2021
S3.03	Typical Concrete Sections & Details	07.01.2021
S3.04	Concrete Sections & Details	07.01.2021
S3.05	Concrete Sections & Details	07.01.2021
S4.01	Typical Masonry Sections & Details	07.01.2021
S4.02	Typical Masonry Sections & Details	07.01.2021
S5.01	Typical Steel Sections & Details	07.01.2021
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S5.03	Steel Sections & Details	07.01.2021
S5.10	Truss Elevations	07.01.2021
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S5.12	Truss Elevations	07.01.2021
S6.01	Bracing Elevations & Details	07.01.2021
S6.02	Bracing Details	07.01.2021
SD2.01	Tap Room Mezzanine Demolition Plan	07.01.2021
SD2.02	Tap Room Roof Demolition Plan	07.01.2021
A0.02	Graphic Symbols & Abbreviations	07.01.2021
A0.03	Code Analysis	07.01.2021
A0.04	Life Safety Plan	07.01.2021
A0.05	Life Safety Plan/Code Analysis - Site	07.01.2021
A0.06	Partition Types	07.01.2021
A0.07	Texas Accessibility Standards	07.01.2021
A0.08	Texas Accessibility Standards	07.01.2021
A0.09	Texas Accessibility Standards	07.01.2021
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A5.01	Exterior Elevations	07.01.2021
A6.00	Building Sections	07.01.2021
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P3.01	Bar Enlarged Plans - Plumbing	07.01.2021
P4.00	Risers and Details - Plumbing	07.01.2021
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E5.02	Schedules - Electrical	07.01.2021
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N/A	Preliminary Final Plat 1 of 2	05.27.2021
N/A	Preliminary Final Plat 2 of 2	05.27.2021
N/A	Topographic Survey 1 of 2	11.13.2020
N/A	Topographic Survey 2 of 2	11.13.2020
N/A	Tree Survey 1 of 1	12.03.2020
N/A	Tree Survey 1 of 1	12.03.2020
GN-1	General Construction Notes 1 of 2	10.01.2019
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01 12 00	Owner Provided Supplementary Documents	07.01.2021
01 13 00	Mechanical and Electrical Coordination	07.01.2021
01 23 00	Alternates	07.01.2021
01 25 00	Contract Modification Procedures	07.01.2021
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01 27 00	Measurement and Payment (Unit Prices)	07.01.2021
01 29 00	Payment Procedures	07.01.2021
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01 32 00	Construction Progress Documentation	07.01.2021
01 33 00	Submittal Procedures	07.01.2021
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01 42 00	References	07.01.2021
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05 44 00	Cold-Formed Metal Trusses	07.01.2021
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05 50 01	Landscape Metal Fabrications	07.01.2021
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10 80 00	Toilet Accessories	07.01.2021
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22 05 13	Common Motor Requirements for Plumbing Equipment	07.01.2021
22 05 16	Expansion Fittings and Loops for Plumbing Piping	07.01.2021
22 05 19	Meters and Gages for Plumbing Piping	07.01.2021
22 05 23	General -Duty Valves for Plumbing Piping	07.01.2021
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	07.01.2021
22 05 33	Heat Tracing for Plumbing Piping	07.01.2021
22 05 53	Identification for Plumbing Piping and Equipment	07.01.2021
22 07 00	Plumbing Insulation	07.01.2021

22 11 16	Domestic Water Piping	07.01.2021
22 11 19	Domestic Water Piping Specialties	07.01.2021
22 11 23	Inline, Domestic-Water Pumps	07.01.2021
22 13 16	Sanitary Waste and Vent Piping	07.01.2021
22 13 19	Sanitary Waste Piping Specialties	07.01.2021
22 13 23	Sanitary Waste Interceptors	07.01.2021
22 14 29	Sump Pumps	07.01.2021
22 34 00	Fuel Fired Domestic Water Heaters	07.01.2021
22 40 00	Plumbing Fixtures	07.01.2021
22 45 00	Emergency Plumbing Fixtures	07.01.2021
<b>DIVISION 23 - HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)</b>		
23 00 10	General Provisions - HVAC	07.01.2021
23 05 00	Common Work Results for HVAC	07.01.2021
23 05 13	Common Motor Requirements for HVAC Equipment	07.01.2021
23 05 29	Hangers and Supports for HVAC Piping and Equipment	07.01.2021
23 05 53	Identification for HVAC Piping and Equipment	07.01.2021
23 05 93	Testing Adjusting and Balancing for HVAC	07.01.2021
23 07 00	HVAC Insulation	07.01.2021
23 09 93.11	Sequence of Operations for HVAC DDC	07.01.2021
23 11 23	Facility Natural-Gas Piping	07.01.2021
23 23 00	Refrigerant Piping	07.01.2021
23 31 13	Metal Ducts	07.01.2021
23 33 00	Air Duct Accessories	07.01.2021
23 33 46	Flexible Ducts	07.01.2021
23 34 23	HVAC Power Ventilators	07.01.2021
23 34 33	Commercial Air Curtains	07.01.2021
23 34 39	High-Volume, Low-Speed Fans	07.01.2021
23 35 17	Carbon Monoxide (CO) Monitoring Systems	07.01.2021
23 37 13	Diffusers Registers and Grilles	07.01.2021
23 51 23	Gas Vents	07.01.2021
23 54 16	Gas-Fired Furnaces and Condensing Units	07.01.2021
23 55 23	Low Intensity Gas Fired Radiant Heaters	07.01.2021
23 74 16.11	Packages, Small-Capacity, Rooftop Air-Conditioning Units	07.01.2021
23 81 26	Split System Air Conditioners	07.01.2021
<b>DIVISION 25 - INTEGRATED AUTOMATION</b>		
Not Used		07.01.2021
<b>DIVISION 26 - ELECTRICAL</b>		
26 01 10	General Provisions	07.01.2021
26 05 19	Low-Voltage Electrical Power and Cables	07.01.2021
26 05 26	Grounding and Bonding for Electrical Systems	07.01.2021
26 05 29	Hangers and Supports for Electrical Systems	07.01.2021
26 05 33	Raceways and Boxes	07.01.2021
26 05 53	Identification for Electrical Systems	07.01.2021
26 05 74	Overcurrent Protective Device Arc-Flash Study	07.01.2021
26 09 43	Lighting Controls	07.01.2021
26 22 13	Dry Type Transformers	07.01.2021
26 24 13	Switchboards	07.01.2021
26 24 16	Panelboards	07.01.2021
26 27 26	Wiring Devices	07.01.2021
26 28 13	Fuses	07.01.2021
26 28 16	Enclosed Switches and Circuit Breakers	07.01.2021
26 41 13	Lightning Protection for Structures	07.01.2021
26 43 13	Surge Protection Device for Low-Voltage Electrical Power Circuits	07.01.2021
26 51 13	LED Lighting	07.01.2021
<b>DIVISION 27 - COMMUNICATIONS</b>		
27 05 28	Conduits and Back Boxes for Communications Systems	07.01.2021
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>		

28 31 00	Fire Detection and Alarm System	07.01.2021
<b>DIVISION 31 - EARTHWORK</b>		
31 10 00	Site Preparation	07.01.2021
31 15 00	Excavation Support and Protection	07.01.2021
31 20 00	Earthwork	07.01.2021
31 22 16	Fine Grading	07.01.2021
31 22 30	Trenching, Backfilling and Compacting	07.01.2021
31 63 29	Drilled Piers	07.01.2021
<b>DIVISION 32 - EXETERIOR IMPROVEMENTS</b>		
32 13 13	Concrete Paving	07.01.2021
32 13 16	Landscape Concrete Paving	07.01.2021
32 13 73	Concrete Paving Joints and Sealants	07.01.2021
32 14 70	Decomposed Granite Paving	07.01.2021
32 15 00	Aggregate Surfacing	07.01.2021
32 31 20	Vehicular Swing Gates	07.01.2021
32 31 21	Ornamental Metal Fencing and Gates	07.01.2021
32 31 29	Wood Railing	07.01.2021
32 84 00	Irrigation	07.01.2021
32 91 19	Topsoil	07.01.2021
32 92 10	Turf and Grasses	07.01.2021
32 93 00	Planting	07.01.2021
32 95 10	Planting Maintenance	07.01.2021
<b>DIVISION 33 - UTILITIES</b>		
33 46 03	Sub Drainage	07.01.2021
33 46 36	Area Drains	07.01.2021
<b>DIVISIONS 34 - THROUGH 48</b>		
Not Used		07.01.2021

## Exhibit “H” - Weather Days

**Owner:**  
TUPPS Brewery, LLC

**Contractor:**  
SpawGlass Contractors, Inc.

**Project:**  
**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”) 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.

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If any of the four weather events listed below delay the commencement, prosecution or completion of the Work for any aspect of the Project’s critical path for more days during a given month than the number of Anticipated Weather Days for that given month as set forth below, the Contract Time shall be extended by the number of days by which the Anticipated Weather Days are exceeded by such weather events. Weather events that may entitle Contractor to an extension of the Contract Time are as follows:

1. 0.5 inches or more of rain during a calendar day.
2. 1.0 inches or more of snow or sleet.
3. Temperature of 32 degrees Fahrenheit or lower for more than 4 hours during normal working hours.
4. Wind conditions in excess of levels required for safe prosecution of the Work.

Weather records to be used for evaluating the above conditions shall be official records obtained at **McKinney National Airport**, or at another official weather monitoring station operated by the NWS or NOAA and agreed to by the parties in writing. Contractor shall document and demonstrate critical path impact to the reasonable satisfaction of the Owner, and provide Owner with a copy of its schedule and scheduling logic in electronic form, in its native scheduling software format, upon request.

Costs incurred by Contractor due to the foregoing events shall be reimbursed to Contractor only to the extent permitted under Article 8 of the General Conditions.

### Anticipated Weather Days 2021-2022

January	4	July	2
February	4	August	2
March	4	September	3
April	5	October	4
May	6	November	4
June	5	December	4

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: PROJECT:  
 TUPPS Brewery, LLC TUPPS Brewery at McKinney Grain & Feed  
 721 Anderson St. 402 N. Louisiana Drive  
 McKinney, TX 75609 McKinney, TX 75069

FROM CONTRACTOR: ARCHITECT:  
 SpawGlass Contractors, Inc Conduit Architecture + Design, LLC  
 1000 W Magnolia Ave 711 N. Tennessee St.  
 Fort Worth, TX 76104 McKinney, TX 75069

APPLICATION NO: Distribution to:  
 PERIOD TO:  OWNER  
 PROJECT NOS: 3021157.01  ARCHITECT  
 CONTRACT DATE:  CONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$	-
2. Net change by Change Orders.....	\$	11,327,171.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	11,327,171.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	-
5. RETAINAGE:		
a. 10 % of Completed Work (adj)	\$	0.00
(Column D + E on G703)		
b. 0 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....		
	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	0.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	0.00
8. CURRENT PAYMENT DUE.....	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	11,327,171.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SpawGlass Contractors, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before  
 me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**OWNERS'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: HLW Architecture

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$0.00	\$0.00
	Complete VE Budget Update	\$0.00	\$0.00
<b>CURRENT TOTAL</b>		\$0.00	\$0.00
<b>NET CHANGES by Change Order</b>		\$0.00	

**CONTINUATION SHEET****CONTINUATION SHEET****AIA DOCUMENT G703**

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NO:

3020262.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED  (NOT IN D or E)	G		H BALANCE TO FINISH	I RETAINAGE
			FROM PREVIOUS APPLICATION  (D + E)	THIS PERIOD		TOTAL COMPLETED & STORED TO DATE  (D+E+F)	%  (G + C)		
<b>Div. 01</b>	<b>GENERAL REQUIREMENTS</b> General Requirements  \$106,306.00	\$106,306.00							
<b>Div. 02</b>	<b>DEMOLITION</b> Demolition  \$47,686.00	\$47,686.00							
<b>Div. 03</b>	<b>CONCRETE</b> Concrete  \$834,000.00	\$834,000.00							
<b>Div. 04</b>	<b>MASONRY</b> Masonry  \$167,000.00	\$167,000.00							
<b>Div. 05</b>	<b>METALS</b> Structural Steel  \$652,800.00	\$652,800.00							
<b>Div. 06</b>	<b>WOOD, PLASTICS, &amp; COMPOSITES</b> Rough Carpentry Finish Carpentry  \$168,534.00	\$139,978.00 \$28,556.00							
<b>Div. 07</b>	<b>THERMAL &amp; MOISTURE PROTECTION</b> Caulking & Waterproofing Membrane Roofing Roofing & Wall Panels Wood Siding  \$402,051.00	\$53,923.00 \$26,800.00 \$308,976.00 \$12,352.00							
<b>Div. 08</b>	<b>OPENINGS</b> Doors, Frames, Hardware OH Doors Glazing  \$256,039.00	\$40,433.00 \$85,606.00 \$130,000.00							
<b>Div. 09</b>	<b>FINISHES</b> Drywall Epoxy Flooring Painting  \$582,539.00	\$388,000.00 \$127,874.00 \$66,665.00							



**CONTINUATION SHEET****CONTINUATION SHEET****AIA DOCUMENT G703**

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

PROJECT NO:

3020262.01

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED  (NOT IN D or E)	G		H BALANCE TO FINISH	I RETAINAGE
			FROM PREVIOUS APPLICATION  (D + E)	THIS PERIOD		TOTAL COMPLETED & STORED TO DATE  (D+E+F)	%		
	Fire Alarm \$66,775.00	\$66,775.00							
<b>Div. 31</b>	<b>Earthwork</b> Earthwork Termite Control \$273,000.00	\$270,000.00 \$3,000.00							
<b>Div. 32</b>	<b>EXTERIOR IMPROVEMENTS</b> Striping Fencing Site Furnishings Landscape \$417,497.00	\$1,200.00 \$50,000.00 \$98,327.00 \$267,970.00							
<b>Div. 33</b>	<b>Utilities</b> Utilities Impact Fees \$305,726.00	\$185,015.00 \$120,711.00							
	<b>SUBTOTAL</b>	<b>\$9,322,949.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>0.00</b>
	General Conditions Material Testing Builder's Risk Insurance General Liability Insurance SDI/Sub Bonds P&P Bonds Warranty Contingency - 2.5% Remodel Tax Overhead & Profit	\$645,843.00 \$20,000.00 \$30,583.00 \$135,926.00 \$129,589.00 \$113,272.00 \$28,318.00 \$396,451.00 \$192,743.00 \$311,497.00							
	<b>PROJECT TOTALS</b>	<b>\$11,327,171.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>

Exhibit "J"--Lease Conditions

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Section 5.2. Limitations on Use.**

(a) Tenant shall not, without Landlord's prior written consent, keep anything within the Leased Premises or use the Leased Premises for any purpose which invalidates any insurance policy carried on the Leased Premises.

(b) Tenant shall not permit any objectionable or unpleasant odors not consistent with brewery industry standards for a similar scale of manufacturing to be perceptible outside the confines of the Leased Premises; nor place any antenna, awning or other projection on the

exterior of the Leased Premises (other than those indicated on the Approved Plans or otherwise approved in advance by Landlord in writing); nor take any other action which would constitute a nuisance. Tenant shall comply with local noise ordinances in any outdoor music event and in the operation of televisions, loudspeakers or amplifiers on the Leased Premises, except for special circumstances involving special events for which City approval has been obtained. All spent grain waste resulting from Tenant's brewing operations shall be stored within a closed container.

(c) Tenant shall keep the Leased Premises neat, clean and reasonably free from dirt or rubbish at all times, reasonable wear and tear excepted. Tenant shall store all trash and garbage within the Leased Premises or in such area outside the Leased Premises as may be designated for such purpose by Landlord and Tenant shall arrange for the regular pickup of such trash and garbage at Tenant's expense. Tenant shall not operate an incinerator or burn trash or garbage.

[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

■ [REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE VI.**  
**DESIGN, CONSTRUCTION, INSTALLATION AND LIEN CLAIMS**

**Section 6.1. Design of Facility.** Tenant shall be responsible for the planning, design, and engineering of the Facility in substantial conformity with the preliminary site plans, floor plans and elevations to which Landlord has given conceptual approval, [REDACTED]

[REDACTED]. Landlord shall be provided with all general contractor proposals for review and comment. Tenant shall be responsible for assuring that the Approved Plans for the Facility (a) satisfy any and all Governmental Regulations applicable to the construction and operation of the Facility (including, without limitation, if applicable, (i) United States Occupational Safety and Health Administration requirements, (ii) the Americans with Disabilities Act of 1990 (as amended) and comparable state laws, (iii) building codes and zoning requirements, and (iv) storm water, utility and related requirements), and (b) do not violate the easements, CCRs and other restrictions encumbering or otherwise affecting the Leased Premises that are listed on Exhibit "E" attached hereto.

Tenant shall hire, terminate, and replace, as the case may be, and shall pay all fees and costs of the architect (the "**Architect**"), engineers and other design professionals for the design development of the Facility, with the understanding that the structural elements of the Facility shall be engineered in accordance with generally accepted engineering practices which will result in a useful life of the structural elements of not less than fifty (50) years. The fees and expenses of the Architect and the engineers shall be included in the Approved Budget.

The Approved Plans shall be prepared by the Architect from time to time during the course of construction, and Tenant shall be responsible to assure that such Approved Plans are without material deviation from the Project Scope Criteria, and copies thereof made available to Landlord and approved by Tenant as provided in this Lease. Tenant will provide Landlord, within thirty (30) days upon receipt of Landlord request, a construction progress schedule, and immediately upon their availability from time to time, copies of the Approved Plans and all other related construction documents.

[REDACTED]

**RESPONSIBILITY.** Upon either party's desire for a change to the Approved Plans, or any other change under the Construction Contract, the requesting party shall provide the non-requesting party with written notice thereof, and the non-requesting party shall respond to the requesting party's request within five (5) business days of such notice. Landlord shall have final approval of any requested change. [REDACTED]

[REDACTED] Contractor obtains all City permits, licenses and approvals required by law, rule, regulation or ordinance in connection with the construction of the Facility and all other permits or approvals, if any, issued by other governmental agencies, to the extent required by law. [REDACTED]

**Section 6.2. Construction of Facility.** Upon Tenant's coordination to Landlord's satisfaction of all requisites under state law for a public procurement, Tenant shall execute a contract (the "**Construction Contract**") with Contractor as the general contractor for the development and construction of the Facility. The Construction Contract shall contain, among other things, Contractor's obligation to obtain and, at all times during the term of such contract, carry insurance sufficient to satisfy Landlord's insurance requirements. The Construction Contract shall further set out a guaranteed maximum price ("**GMP**") for construction of the Facility, as mutually agreed by Landlord and Tenant (but not exceeding the amount of the Grant Fund), subject to agreed change orders. Landlord may designate a "**Landlord's Representative**" to monitor construction of the Facility and Tenant and Contractor shall cooperate in sharing information with Landlord's Representative. **Tenant shall insure conformity to all state procurement laws in coordination of construction of the Facility.**

[REDACTED] The Construction Contract shall require Contractor to carry builder's risk insurance for the full cost of all completed improvements. The Construction Contract shall further provide that if Landlord terminates this Lease under Section 6.10, Landlord shall have no obligation to Contractor, Tenant or any other party as a result of such termination. The Construction Contract shall provide for a mutually agreed GMP (as contemplated above), and shall require that the Contractor furnish a payment and performance bond covering all costs of and completion of the construction, such bonds to be acceptable to Landlord in form and to name Landlord as obligee. The actual GMP (not to exceed the above amount) shall be derived from the competitive bidding of subcontractors.

Under no circumstances whatsoever shall Tenant authorize, without Landlord's prior written approval, any change, alteration, or addition to the Approved Plans which Landlord or Tenant reasonably believes would (a) increase the total cost to complete the construction of the Facility over the amount of the GMP, (b) delay the completion of the Facility beyond the completion date set forth in the Construction Contract, or (c) significantly deviate from the Approved Plans, or (d) have a material adverse impact on the quality of the completed Facility.

In the event of any agreed increase in the GMP that is a result of any changes to the plans solely requested or required by Tenant and approved by Landlord, Tenant shall deposit the amount of

such increase with Landlord upon request, and such deposit shall become part of the Grant Fund and disbursed as provided herein.

During the construction of the Facility and related Improvements, Tenant shall allow Landlord's Representative to attend "job progress" meetings on a regular basis as necessary to provide appropriate coordination, and Landlord shall be notified in advance of, and Landlord and the President shall be entitled to attend, all such meetings. During the construction of the Facility, Landlord and the President shall be entitled to monitor and inspect all aspects of the construction of the Facility. To ensure that neither the design nor the construction of the Facility is delayed, Landlord will cause the President, the President's authorized designees, and the Landlord's Representative to respond in a reasonably expeditious manner to all submissions and requests by Tenant, the Architect, the engineers, the Contractor or other contractors.

As expressly set forth in Section 17.21 hereof, Landlord is making no representations and is providing no warranties of any kind in connection with the construction of the Facility and related Improvements. However, Tenant agrees to assign to Landlord any and all such warranties remaining at the completion of construction and thereafter upon the expiration or earlier termination of this Lease. Tenant further agrees that it will not, without the consent of Landlord, waive or release any rights or claims that Tenant may have against the Contractor or any of the other contractors, subcontractors, material suppliers, architects, design consultants, or other third parties regarding the design or construction of the Facility or related Improvements. Landlord agrees to cooperate with Tenant in Tenant's utilization of warranties during any maintenance or repair performed by Tenant as required under the Lease.

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Section 6.7. Tenant's Work.** [REDACTED]

[REDACTED]

[REDACTED] Tenant shall in no way be considered as the agent of Landlord in the construction or operation of the Improvements or any replacement or substitution therefor.

All work at any time done by Tenant within the Leased Premises shall be performed in a good and workmanlike manner, in compliance with all Governmental Regulations, and in such manner as to cause a minimum of interference with other construction in progress. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any loss, liability or damage resulting from Tenant's work, and Tenant shall furnish bond or other security satisfactory to Landlord against any such loss, liability or damage.

**Section 6.8. Permits.**

(a) Tenant shall be responsible for obtaining the issuance of all permits, licenses and approvals by all public authorities that are required in connection with the construction of the Facility, including a Certificate of Occupancy for the Facility.

(b) [REDACTED]

**Section 6.9. Discharge of Liens.** If any mechanic's, materialman's or other types of liens or lien claims are filed against the whole or any part of the Leased Premises, arising or resulting from actions or omissions by Tenant, including, without limitation, Tenant's failure to cause Contractor to retain the amounts required under the Construction Contract or under applicable law, then Tenant shall promptly secure their release, or if Tenant wishes to contest any such lien or claim and has a reasonable basis for a contest, Tenant may do so, but only if Tenant furnishes Landlord with surety bonds or escrow funds ("**Landlord's Security**") sufficient in amount to protect Landlord's interest in the Leased Premises and Landlord's and Tenant's interest in this Lease during the pendency of the contest. If Tenant does not secure a lien release or furnish Landlord's Security, such failure shall constitute an Event of Default by Tenant hereunder and, in addition to all other rights and remedies available to Landlord by reason thereof, Landlord may, after thirty (30) days' prior written notice, pay such lien or

claim and secure such release, and Tenant shall be obligated to reimburse Landlord for all sums reasonably expended by Landlord in paying such lien or claim and securing such release, including reasonable attorney's fees, plus interest at the highest lawful rate from the date of Landlord's payment until it is reimbursed. Nothing contained in this Section 6.9 or elsewhere in this Lease shall be deemed or construed as an authorization by or consent of Landlord to the filing of any mechanic's or materialman's lien against the Land, or against all or any portion of the Leased Premises or any interest therein.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]