

**FIRST AMENDMENT  
TO AGREEMENT FOR DESIGN BUILD SERVICES BETWEEN THE CITY OF  
BRYAN AND SPAWGLASS CONSTRUCTION CORPORATION, INC.**

This First Amendment to the Agreement for Design Build Services Between the City of Bryan and SpawGlass Construction Corporation, Inc. (“First Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Amendment Effective Date”) by and between the **City of Bryan**, a Texas home-rule municipal corporation (“City”) and **SpawGlass Construction Corporation, Inc.**, a wholly-owned subsidiary of SpawGlass Holding, L.P. (“Contractor”).

**RECITALS**

**WHEREAS**, City and Contractor entered into that certain Agreement for Design Build Services Between the City of Bryan and SpawGlass Construction Corporation, Inc. dated October 20, 2023 (“Original Agreement”); and

**WHEREAS**, the parties agree that an increased project budget and additional time for completion is warranted due to a shift of the project location and an extensive schematic design process of the project; and

**WHEREAS**, the Parties now desire to amend the Original Agreement to extend the deadline for completion and to increase the total budget of the project as more particularly set forth below.

**NOW THEREFORE**, the Parties agree as follows:

1. Section 1.2 of the Original Agreement is amended to increase the total cumulative not to exceed amount from \$17,000,000 to \$18,250,000 as follows:

1.2 The total cumulative amount of this Agreement shall not exceed Eighteen Million Two Hundred Fifty Thousand Dollars (\$18,250,000) (the “Maximum Contract Amount.”).

2. Section 1 of Exhibit A is amended to increase the anticipated budget from \$17,000,000 to \$18,250,000 as follows:

The anticipated budget for the project is \$18,250,000.

3. Section 2 of Exhibit A is amended to increase the Guaranteed Maximum Price from \$15,162,259 to \$16,371,946 as follows:

2. Guaranteed Maximum Price

The anticipated Guaranteed maximum Price for the Project at the time this Agreement is executed is:

Sixteen Million Three Hundred Seventy-One Thousand Nine Hundred Forty-Six Dollars (\$16,371,946).

4. Section 4.A. of Exhibit A is amended to increase the stipulated Construction Phase Fee from \$718,219 to \$758,532 as follows:

4. Construction Phase Fee

- A. For Construction Phase Services, based on the anticipated GMP established at the time of this Agreement, City shall pay Contractor a stipulated Construction Phase Fee amount of:

Seven Hundred Fifty-Eight Thousand Five Hundred Thirty-Two Dollars (\$758,532).

5. Section 6 of Exhibit A is amended to modify the Substantial Completion date and the Construction NTP provided by date as follows:

6. Time of Completion

The anticipated date for achieving Substantial Completion of the Project at the time this Agreement was executed is June 28, 2026. (and is based on a Construction NTP provided by February 19, 2025.)

6. Except as expressly modified by this First Amendment, all other terms and conditions of the Original Agreement remain in full force and effect. This First Amendment incorporates all definitions, terms, and provisions of the Original Agreement, unless the Original Agreement is in express conflict with any provisions of this First Amendment, in which case, this First Amendment shall control.

Executed to be effective as of the above stated Amendment Effective Date.

**[SIGNATURE PAGE FOLLOWS]**

**CITY OF BRYAN, TEXAS**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Thomas A Leeper, City Attorney

**APPROVED FOR PROCESSING**

\_\_\_\_\_  
Hugh R. Walker, Deputy City Manager

**APPROVED FOR COUNCIL**

\_\_\_\_\_  
Kean Register, City Manager

**APPROVED:**

\_\_\_\_\_  
Bobby Gutierrez, Mayor

**ATTEST**

\_\_\_\_\_  
Melissa Brunner, City Secretary

Date: \_\_\_\_\_

**CONTRACTOR:**

By:  \_\_\_\_\_

Printed Name: Garrett Wheaton

Title: Vice President

Date: 10/30/26