

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

This Termination Agreement (“Termination Agreement”) is entered into and effective as of April 22, 2025 (“Effective Date”) by and between the **City of Bryan**, a Texas home-rule municipal corporation (“City”) and **SpawGlass Construction Corporation, Inc.**, a Texas corporation and wholly-owned subsidiary of SpawGlass Holding, L.P. (“Contractor”), individually referred to as “Party” and collectively as the “Parties.”

WHEREAS, the Parties entered into that certain Agreement for Design Build Services dated September 13, 2023 (“Original Agreement”) for design and construction of a signature park playground at 206 West Villa Maria at the Travis Bryan Midtown Park; and

WHEREAS, increasing design and construction costs resulted in a project potentially exceeding the \$4.5 million-dollar maximum contract amount approved by City Council; and

WHEREAS, the Parties reviewed multiple design plans and considered alternative options in an effort to keep the project within maximum contract amount; and

WHEREAS, Section 15.2 of the Original Agreement provides that the City may terminate the Agreement during the Pre-Construction Phase in the event that the project is to be temporarily or permanently abandoned; and

WHEREAS, the Parties mutually agree to terminate the Original Agreement effective as of April 22, 2025; and

WHEREAS, the Parties have agreed that upon mutual termination of the Original Agreement, the Parties have no further rights, liabilities, or obligations under the Original Agreement;

NOW THEREFORE, the Parties agree as follows:

1. The Original Agreement is hereby terminated effective as of April 22, 2025 (“Termination Date”).
2. No Party shall have any rights, liabilities or obligations to any other Party, or such other Party’s successors or assigns, under or in connection with the Original Agreement.
3. City shall pay Contractor for all services performed prior to Termination Date as provided in Section 15.4 of the Original Agreement (“Invoice”). Invoice must be provided to City in writing no later than thirty (30) days from Termination Date. Upon payment of Invoice, City shall have no further obligation to Contractor.
4. No Party has any claim against the other Party.

[SIGNATURE PAGE FOLLOWS]

This Termination Agreement executed to be effective as of the above stated Effective Date.

CITY OF BRYAN, TEXAS

APPROVED AS TO FORM:

Thomas A Leeper, City Attorney

APPROVED:

Bobby Gutierrez, Mayor

APPROVED FOR PROCESSING:

Hugh R. Walker, Deputy City Manager

ATTEST:

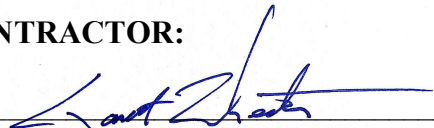
Melissa Brunner, City Secretary

APPROVED FOR COUNCIL:

Kean Register, City Manager

Date: _____

CONTRACTOR:

By: 

Printed Name: Garrett Wheaton

Title: Vice President of Operations

Date: 04/14/25