

AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 18th day of December in the year 2023 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

NBU Annex Facility Renovation
1488 South Seguin Avenue
New Braunfels, TX 78130

THE OWNER:

(Name, legal status and address)

New Braunfels Utilities
355 FM 306
New Braunfels, Texas 78130

THE DESIGN-BUILDER:

(Name, legal status and address)

SpawGlass Contractors, Inc.
9331 Corporate Drive
Selma, Texas 78154

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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
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- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

Init.

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- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

§ A.1.2 Intentionally Deleted

§ A.1.3 Intentionally Deleted

(Paragraphs deleted)

(Table deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

4%

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed One Million Seven Hundred Eighty-Six Thousand Dollars and zero cents (\$ 1,786,000.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

Pre-Construction Costs shall be paid to the Design-Builder in accordance with the Agreement § 2.1.1. Architectural Construction Administration fees will be billed in conjunction with the monthly construction pay application. Payment and Performance Bond costs shall be paid to the Design-Builder in a lump sum of \$33,000 after receipt of the bonds by the Owner.

The Design-Builder's Fee shall not be applied to the Pre-Construction Costs or Payment and Performance Bond costs.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price. *(Provide information below or reference an attachment.)*

See Exhibit 1, GMP Proposal dated December 12, 2023 as revised on January 5, 2024, to this Amendment

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner's designated representative by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Upon receipt of a Certificate for Payment as set forth in A.1.5.2.1, the Owner shall make payment of the certified amount to the Design-Builder not later than thirty (30) days after the Owner receives the Certificate for Payment and approves the Work for which payment is requested. Payment by the Owner shall not be deemed acceptance of the Work, Owner reserves the right to make claims for defective Work and any other deficiencies. Failure of payment by Owner within the time limits proscribed by chapter 2251 of the Texas Government Code shall entitle the Design-Builder to the remedies contained in that chapter. Further, should the Owner fail to pay the Design-Builder any sums for which a Certificate for Payment has been issued within sixty (60) days, the Design-Builder may suspend performance of the Work until such payment of the amount owing has been received. A suspension under this section shall entitle the Design-Builder to an increase in the Contract Sum for all costs associated with the suspension provided the Design-Builder files a claim in accordance the Contract.

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each itemized Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Each Application for Payment must be consistent with the approved Schedule of Values. The form of Application for Payment must be AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet (latest edition), or such other form as may be prescribed by the Owner.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

(Paragraphs deleted)

§ A.1.5.2 Certificates for Payment

§ A.1.5.2.1 The Owner's designated representative will, within fifteen (15) days after receipt of the Design-Builder's Application for Payment, 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) issue to the Owner a Certificate for Payment for such amount as the Owner's designated representative determines is properly due, and notify the Design-Builder and Owner of the Owner's designated representative's reasons for withholding certification in part as provided in Section 9.6.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder and Owner of the Owner's designated representative's reason for withholding certification in whole as provided in Section 9.6.1.

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§ A.1.5.2.2

(Paragraphs deleted)

The issuance of a Certificate for Payment will constitute a representation by the Owner's designated representative to the Owner, based on the Owner's designated representative's evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner's designated representative's knowledge, information, and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. 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 Owner's designated representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner's designated representative's 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 Design-Builder's right to payment; or (4) made examination to ascertain how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.

§ A.1.5.2.3

(Paragraphs deleted)

Decisions to Withhold Certification

(Paragraphs deleted)

§ A.1.5.2.3.1 The Owner's designated representative or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's designated representative's opinion the representations to the Owner required by Section A.1.5.2.2 cannot be made. If the Owner's designated representative is unable to certify payment in the amount of the Application, the Owner's designated representative will notify the Design-Builder and Owner as provided in Section A.1.5.2.1. If the Design-Builder and Owner's designated representative cannot agree on a revised amount, the Owner's designated representative will promptly issue a Certificate for Payment for the amount for which the Owner's designated representative is able to make such representations to the Owner. The Owner's designated representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's designated representative's opinion to protect the Owner from loss for which the Design-Builder is responsible, including loss resulting from acts and omissions because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .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 would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.

§ A.1.5.2.3.2 When either party disputes the Owner's designated representative's decision regarding a Certificate for Payment under Section A.1.5.2.3.1, in whole or in part, that party may submit a Claim in accordance the Contract.

§ A.1.5.2.3.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ A.1.5.2.3.4 If the Owner's designated representative's withholds certification for payment under Section A.1.5.2.3.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any Subcontractor or supplier to whom the Design-Builder 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 Owner's designated representative and the Design-Builder shall reflect such payment on its next Application for Payment.

§ A.1.5.3 Intentionally Deleted

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price 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 Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual 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.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of five percent (5 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work. Time is of the essence for the Contract and all deadlines in the Design-Build Documents.

Init.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than two hundred and forty-eight (248) days from the date of this Amendment,
(Paragraphs deleted)
subject to adjustments of the Contract Time as provided in the Design-Build Documents.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

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

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

.2 Contingencies

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§ A.3.1.6 Design-Builder's assumptions and clarifications:

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Weston Bergey

.2 Project Manager

Dustyn Cox

.3 Others

Jason Smith, President

Jonathan Bradley, Operations Manager

Rex Cody, Preconstruction Services Manager

Brad Fielden, Senior Estimator

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops shall be no less than the prevailing wage rate in accordance with the Davis-Bacon Act and Related Acts.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.5.1.2 **Contract Costs.** Payments made to the Architect, Consultants, Contractors and suppliers shall be at the sole expense of the Design-Builder and paid in accordance with the requirements of their subcontracts. All costs for payments made to the Architect, Consultants, Contractors and suppliers contracted directly with Design-Builder shall be included in the Contract Sum and paid by the Design-Builder.

§ A.5.1.3 **Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

Init.

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§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 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 Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. 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 Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior written approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that are required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

(Paragraphs deleted)

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, unless such costs are the result of or caused by the act or omission of Design-Builder or others under the Design-Builder's control. The Design-Builder is not responsible for such costs as the result of or caused by the act or omission of separate contractors of owner or others not under the control of Design-Builder.

(Paragraph deleted)

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any

person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder 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, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

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

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be approved by the Owner prior to executing such agreement and shall be promptly provided to the Owner upon the Owner's written request. Design Builder has outlined in its response to NBU's Request for Proposal (RFP) 23-0011 NBU Annex Renovation Project, and Owner hereby approves the identified Design-Build team.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the 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, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's 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.

This Amendment to the Agreement is hereby entered into and effective as of the day and year last signed below.

NEW BRAUNFELS UTILITIES

SPAWGLASS CONTRACTORS, INC.

OWNER (Signature)



DESIGN-BUILDER (Signature)

Ryan Kelso, Chief Executive Officer
(Printed name and title)

Jason Smith, President, San Antonio Division
(Printed name and title)

DATE: _____

DATE: 1/29/2024

Init.





SpawGlass

*Providing the Absolute Best
Construction Experience*

**GUARANTEED MAXIMUM
PRICE (GMP)**

NEW BRAUNFELS UTILITIES

**NBU ANNEX FACILITY
RENOVATION**

DECEMBER 12, 2023



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EXECUTIVE PROJECT SUMMARY

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TAB1

EXECUTIVE PROJECT
SUMMARY

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Executive Project Summary

The New Braunfels Utilities Annex Facility is located at 1488 South Seguin Ave in New Braunfels Texas. The building is comprised of a single level structural steel building consisting of approximately 33,000 square foot of interior office space.

This project is a design built contract to renovate the interior existing space to an office setting for roughly around 80-100 employees. The plan is to design the space to accommodate NBU employees for a life span till at least 2027. NBU has provided a scope of work breakout that identifies all the items needing upgrades and or improvements that are needed that were found during Facility Condition Assessment. During the preconstruction phase the project team will evaluate each item under the list of scope items and design into the project any of the items that pertain to life safety and applicable codes that work within the current budget.

SpawGlass is anticipating a notice to proceed in the month of December to start preconstruction activities. The anticipated plan will be to start construction in May with a substantial completion date of this project will be September 30, 2024.

TAB 2

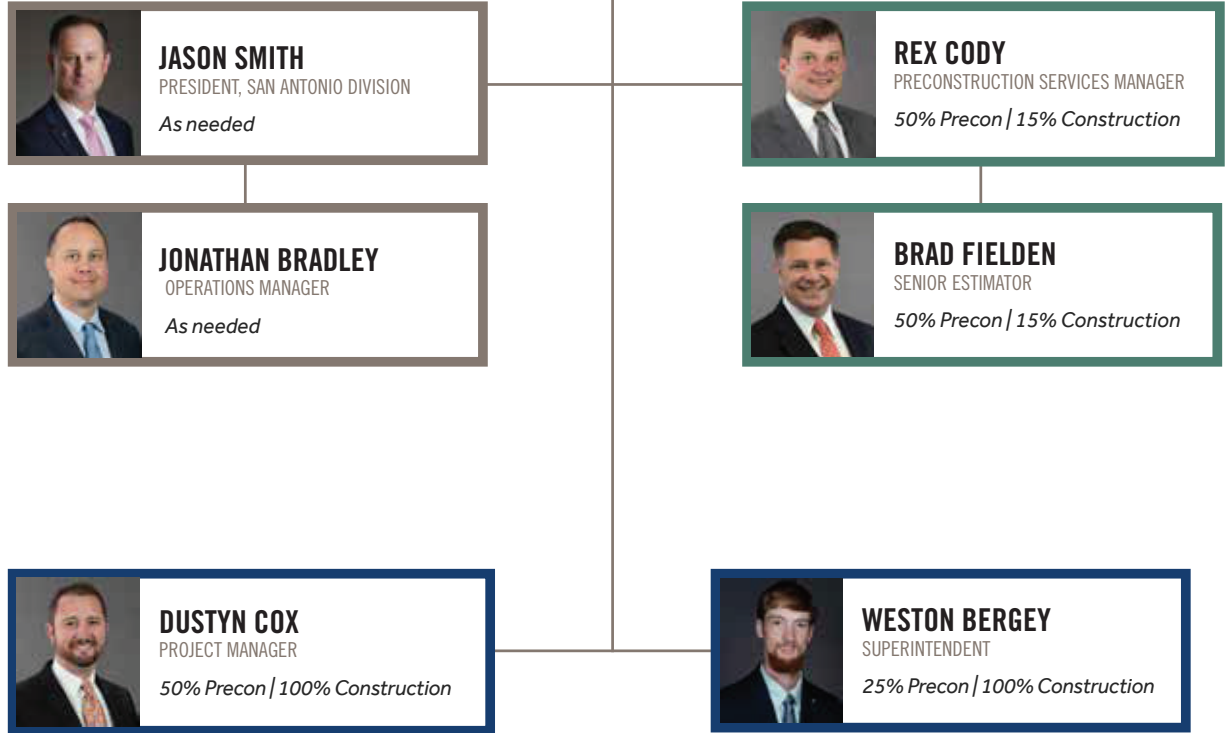
PROJECT TEAM



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ORGANIZATIONAL CHART



TAB 3

ASSUMPTIONS AND
CLARIFICATIONS



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ASSUMPTIONS & CLARIFICATIONS

New Braunfels Utilities Annex Facility Renovation

GENERAL QUALIFICATIONS

1. The budget is based on providing design build construction services to renovate a single-story, 33,000SF building located in New Braunfels, Texas.
2. This budget assumes a 6-month construction schedule.
3. The below qualifications within each division is based on a general square footage cost of the Building. The actual scope of work will be defined once the design is completed and the project team can determine all items that can be included within the current project cost. The budgets in each division illustrated on the recap report could potentially be shifted to other scopes that may take precedence during design.
4. The overall understanding of the design is to provide NBU with as many project upgrades from the scope breakdown sheet that will work within the current construction budget.
5. The following costs are **INCLUDED** in SpawGlass Estimate:
 - a. Payment and Performance bond
 - b. Builders Risk Insurance
 - c. Subcontractor Default Insurance
 - d. General Liability Insurance
 - e. City of New Braunfels Permit Fees
 - f. Warranty
 - g. Overhead and Profit
6. The following costs are **EXCLUDED** from SpawGlass Estimate:
 - a. Material Testing, Surveys, Testing & Inspection and Soil Borings
 - b. Construction Testing
 - c. MUD Tap Fees & Permit Cost
 - d. Geo-tech report
 - e. Moving & Storage and relocating owner's equipment
 - f. Removal of Hazardous or Contaminated materials above and beyond what was disclosed in the owner's scope of work
 - g. LEED Criteria
 - h. Bid Bond
 - i. Storefront systems including doors / hardware
 - j. Lockers
 - k. Protective covers
 - l. DDC Controls
 - m. Audio Visual Communications and equipment – the following GMP includes the rough-in, back boxes, and cabling for the specified AV system. The actual end devices and equipment shall be provided by the owner.
 - n. Security and access control cabling and equipment – existing security equipment and system shall remain in place. Any additional security



equipment or scope shall be added at owners expense. The software upgrades and programming needed to upgrade system to NBU cards shall be at owners expense.

- o. Fire Suppression System – This GMP includes the inspection and repairs needed to the existing system to make functional. Any additions or alterations are excluded from the GMP.

Division 01 – General Conditions / Requirements

1. Project Supervision – **6 Months**
2. Safety Engineer (consultant)
3. Computers
4. Cell Phones
5. Construction Documents (Blueprint Repro.)
6. P6 Scheduling Software
7. Desks, Tables, & Chairs
8. Office & Janitorial Supplies (Incl. Copier Paper)
9. iPad Plan Grid Charges
10. Water, Ice, & Cups (for Field)
11. First Aid Kits / Supplies
12. Personal Protective Equipment
13. Temp. Fire Extinguishers (1 per 5,000 SF)
14. Trash Buggies w/ Lids
15. Portable Toilets - Rental
16. Portable Handwash Stations - Rental
17. Misc. Small Tools
18. Project Sign (SpawGlass)
19. OSHA Required Signs
20. Final Cleaning - Buildings
21. Trash Dumpsters (40 Yd)
22. Partnering
23. General Safety Supplies
24. Storage Container
25. Daily Housekeeping

Division 2-Existing Conditions

1. General Interior demolition

Division 06 – Wood, Plastics, and Composites

1. Interior Blocking
2. Architectural woodwork

Division 07 – Thermal and Moisture Protection

1. Roofing repairs

Division 08 – Openings

1. Doors, frames, and finish hardware (Doors to be functional)

**Division 09 – Finishes**

1. Drywall and acoustical
2. Demo flooring
3. Carpet and resilient flooring (based on square footage cost of \$2.27)
4. Painting
5. Patch and repair drywall

Division 12 – Furnishings

1. FF&E

Division 21 – Fire Suppression

1. Fire suppression – includes inspections and repairs to existing system to make functional.

Division 22 – Plumbing

1. Evaluate and repair damaged to showers, drains, sinks.
2. Replace restroom fixture flush valves
3. Flush existing plumbing system

Division 23 – HVAC

1. Remove and replace four air handler units and condensers.
2. Provide mini split for mechanical room
3. Ductwork will be reviewed for condition
4. Provide thermostats

Division 26 – Electrical

1. Upgraded lighting to LED (quantity of light replaced to be reviewed during design)
2. Evaluate current condition of generator

Division 27 – Communication

1. Testing of existing telecommunication system

Division 28 – Security/Access Control/Surveillance

1. Review functionality of existing security system

Division 32 – Site Improvements

1. Landscape and irrigation repair allowance
2. Remove existing man gate
3. Review condition of existing electric gates and motors

TAB 4

PROPOSED GMP BREAKDOWN



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NBU Annex Preliminary Budget

Estimate Date:	01/04/2024	Documents Date:	10/02/2023
Project Size (SF):	33,000	Project #:	3023145
Project Location:	New Braunfels, TX	Lead Estimator:	Brad Fielden

ITEM	COST	COST SF	% OF TOTAL
Direct Costs	1,664,112	50.43	93.18 %
General Conditions	182,112	5.52	10.20 %
Demolition	16,500	0.50	0.92 %
Wood Blocking	2,500	0.08	0.14 %
Architectural Woodwork	30,500	0.92	1.71 %
Roofing	99,000	3.00	5.54 %
Doors / Frames / Hardware	20,000	0.61	1.12 %
Drywall / Acoustical	41,250	1.25	2.31 %
Carpet/Resilient Flooring	75,000	2.27	4.20 %
Painting / Wall Coverings	113,000	3.42	6.33 %
Furniture	481,000	14.58	26.93 %
Fire Suppression	5,000	0.15	0.28 %
Plumbing	66,000	2.00	3.70 %
HVAC	226,000	6.85	12.65 %
Electrical	112,000	3.39	6.27 %
Communications Cabling and Equipment	33,000	1.00	1.85 %
Audio-Video Systems	33,000	1.00	1.85 %
Security / Access Control / Surveillance	25,000	0.76	1.40 %
Fire Alarm Systems	8,000	0.24	0.45 %
Asphalt Coatings / Microsurfacing	51,900	1.57	2.91 %
Landscaping / Irrigation	43,350	1.31	2.43 %

ITEM	COST	COST SF	% OF TOTAL
<i>Indirect Costs</i>	<i>121,888</i>	<i>3.69</i>	<i>6.82 %</i>
Builder's Risk Insurance	3,483	0.11	0.20 %
General Liability Insurance	17,038	0.52	0.95 %
Subcontractor Default Insurance (SDI):	20,801	0.63	1.16 %
Building Permit Fees	4,660	0.14	0.26 %
Warranty	4,465	0.14	0.25 %
Fee	71,440	2.16	4.00 %
<i>Total Cost</i>	<i>\$ 1,786,000</i>	<i>\$ 54.12</i>	<i>100.00 %</i>

GMP Contract Value = 1,786,000

Pre-Construction Cost = 181,000

Payment and Performance Bond = 33,000

Total Construction Cost = 2,000,000

100% Schematic Design Package: \$41,000.00
100% Design Development Package: \$55,500.00
75% Construction Document Package: \$62,750.00
Architectural Construction Administration: \$21,750.00
Delivery of Performance and Payment Bonds: ~~76% of the total project cost~~

1.65% is an accurate P&P percentage due to the project being design build



NBU Annex Preliminary Budget

Estimate Date:	01/04/2024	Documents Date:	10/02/2023
Project Size (SF):	33,000	Project #:	3023145
Project Location:	New Braunfels, TX	Lead Estimator:	Brad Fielden

ITEM	QUANTITY UM	UNIT COST	TOTAL COST
<i>General Conditions</i>			<i>182,112</i>
General Conditions	6.0 Mos	21,539.00	129,234
General Requirements	6.0 Mos	8,813.00	52,878
<i>Demolition</i>			<i>16,500</i>
Demolition	1.0 LS	16,500.00	16,500
<i>Wood Blocking</i>			<i>2,500</i>
Rough Carpentry	1.0 LS	2,500.00	2,500
<i>Architectural Woodwork</i>			<i>30,500</i>
Architectural Woodwork	1.0 LS	30,500.00	30,500
<i>Roofing</i>			<i>99,000</i>
Roofing	1.0 LS	99,000.00	99,000
<i>Doors / Frames / Hardware</i>			<i>20,000</i>
Doors, Frames, & Hardware	1.0 LS	20,000.00	20,000
<i>Drywall / Acoustical</i>			<i>41,250</i>
Drywall & Acoustical	1.0 LS	41,250.00	41,250
<i>Carpet/Resilient Flooring</i>			<i>75,000</i>
Demo Flooring	33,000.0 SF	0.25	8,250
Carpet & Resilient Flooring	1.0 LS	66,750.00	66,750
<i>Painting / Wall Coverings</i>			<i>113,000</i>
Painting Entire Space	1.0 LS	90,000.00	90,000
Patch & Repair Drywall	1.0 LS	23,000.00	23,000
<i>Furniture</i>			<i>481,000</i>
FF&E	1.0 LS	481,000.00	481,000
<i>Fire Suppression</i>			<i>5,000</i>
Fire Suppression	1.0 LS	5,000.00	5,000

ITEM	QUANTITY UM	UNIT COST	TOTAL COST
<i>Plumbing</i>			<i>66,000</i>
Plumbing	1.0 LS	66,000.00	66,000
<i>HVAC</i>			<i>226,000</i>
HVAC	1.0 LS	226,000.00	226,000
<i>Electrical</i>			<i>112,000</i>
Electrical	1.0 LS	112,000.00	112,000
<i>Communications Cabling and Equipment</i>			<i>33,000</i>
Communications	1.0 LS	33,000.00	33,000
<i>Audio-Video Systems</i>			<i>33,000</i>
Audio-Video Systems	1.0 LS	33,000.00	33,000
<i>Security / Access Control / Surveillance</i>			<i>25,000</i>
Security, Access Control, and Surveillance Systems	1.0 LS	25,000.00	25,000
<i>Fire Alarm Systems</i>			<i>8,000</i>
Fire Alarm System	1.0 LS	8,000.00	8,000
<i>Asphalt Coatings / Microsurfacing</i>			<i>51,900</i>
Resurface / Reseal Parking Lot / Restripe Parking Lot	103,800.0 SF	0.50	51,900
<i>Landscaping / Irrigation</i>			<i>43,350</i>
Landscaping & Irrigation	1.0 LS	43,350.00	43,350
<i>Total - Direct Costs</i>			<i>\$ 1,664,112</i>



General Conditions

Name: **NBU Annex**
 Location: **New Braunfels**
 Bid Date:
 Priced By:

Duration (Mos): **6.0**
 Duration (Wks): **26.0**
 Total GCs: \$ **129,234**
 Cost / Mo: \$ **21,539**

Project #: **3023145**
 Type: **-**
 Gross Area (SF): **-**
 % of Total: **6.13%**

Template updated on: 02/13/2023

Labor Burden and Sales Tax Rates Linked to Project Setup Worksheet: 36.56% 48.36% 8.250%

Description	Quantity	Unit	Labor Unit Price	Labor Total (w/ Burden)	Material Unit Price	Material Total (w/ Sales Tax)	Subcontract Unit Price	Subcontract Total	Equipment Unit Price	Equipment Total (w/ Sales Tax)	Total	Total By Category
Project Manager	13.0	Wks	2,000.00	35,508		-		-		-	35,508	
Superintendent	26.0	Wks	2,000.00	71,011		-		-		-	71,011	
PMA	6.5	Wks	650.00	5,770		-		-		-	5,770	
Safety Engineer (Consultant)	12.0	Hrs		-	100.00	1,299		-		-	1,299	
Computers (\$180 per person per month)	12.0	Mos		-	260.00	3,377		-		-	3,377	
Cell Phones	39.0	Wks		-	25.00	1,055		-		-	1,055	
P6 Scheduling Software	6.0	Mos		-	195.00	1,267		-		-	1,267	
First Aid Kits (for Office Trailers)	1.0	Each		-	300.00	325		-		-	325	
First Aid Supplies (for Office Trailers)	6.0	Mos		-	50.00	325		-		-	325	
Temp. Fire Extinguishers (for Office Trailers)	5.0	Each		-	65.00	352		-		-	352	
Desks, Tables, & Chairs	1.0	LS		-	1,500.00	1,624		-		-	1,624	
Office & Janitorial Supplies (Incl. Copier Paper)	3.0	Mos		-	400.00	1,299		-		-	1,299	
iPAD Data Charges	6.0	Mos		-	50.00	325		-		-	325	
Project Sign (SpawGlass)	1.0	Each	125.00	185	1,000.00	1,083		-		-	1,268	
OSHA Required Signs	1.0	LS	250.00	371	750.00	812		-		-	1,183	
Partnering Costs	1.0	LS		-	3,000.00	3,248		-		-	3,248	

\$ 18,808 / Mo (w/ Bur.) \$ 2,732 / Mo (w/ Tax) \$ - / Mo \$ - / Mo (w/ Tax)
 \$ 12,677 / Mo (NO Bur.) \$ 2,523 / Mo (NO Tax) \$ - / Mo \$ - / Mo (NO Tax)
\$ 21,539 / Mo



General Requirements

Name: **NBU Annex**
 Location: **New Braunfels**
 Bid Date:
 Priced By:

Duration (Mos): **6.0**
 Duration (Wks): **26.0**
 Total GCs: \$ **52,878**
 Cost / Mo: \$ **8,813**

Project #: **3023145**
 Type: **-**
 Gross Area (SF): **-**
 % of Total: **2.51%**

Template updated on: 04/12/2023

36.56%
 Labor Burden and Sales Tax Rates Linked to Project Setup Worksheet: 48.36% 8.250%

Description	Quantity	Unit	Labor Unit Price	Labor Total (w Burden)	Material Unit Price	Material Total (w Sales Tax)	Subcontract Unit Price	Subcontract Total	Equipment Unit Price	Equipment Total (w/ Sales Tax)	Total	Total By Category
Construction Documents (Blueprint Repro.)	2.0	Sets	-	-	350.00	756	-	-	-	-	-	756
P6 Scheduling Software	12.0	Mos	-	-	195.00	2,533	-	-	-	-	-	2,533
Water, Ice, & Cups (for Field)	6.0	Mos	200.00	1,780	225.00	1,461	-	-	-	-	-	3,242
First Aid Kits	1.0	Each	-	-	300.00	325	-	-	-	-	-	325
First Aid Supplies	6.0	Mos	-	-	50.00	325	-	-	-	-	-	325
Personal Protective Equipment	1.0	LS	-	-	500.00	541	-	-	-	-	-	541
General Safety Supplies	6.0	Mos	-	-	200.00	1,299	-	-	-	-	-	1,299
Temp. Fire Extinguishers (1 per 5,000 SF)	8.0	Each	-	-	100.00	866	-	-	-	-	-	866
Trash Buggies w/ Lids	1.0	Each	-	-	850.00	920	-	-	-	-	-	919
Storage Containers - Rental (Conex)	6.0	Mos	-	-	-	-	-	-	250.00	1,624	-	1,624
Portable Toilets - Rental	6.0	Mos	-	-	671.00	4,358	-	-	-	-	-	4,358
Misc. Small Tools	1.0	LS	-	-	2,500.00	2,706	-	-	-	-	-	2,706
Daily Housekeeping	26.0	Wks	550.00	21,215	50.00	1,407	-	-	-	-	-	22,623
Final Cleaning - Buildings	40,000.0	SF	-	-	-	-	0.20	8,000	-	-	-	8,000
Trash Dumpsters (40 Yd)	6.0	Pulls	-	-	425.00	2,760	-	-	-	-	-	2,760

\$ 3,833 / Mo (w/ Bur.) \$ 3,376 / Mo (w/ Tax) \$ 1,333 / Mo \$ 271 / Mo (w/ Tax)
 \$ 2,583 / Mo (NO Bur.) \$ 3,119 / Mo (NO Tax) \$ 250 / Mo (NO Tax)
\$ 8,813 / Mo

TAB 5








MILESTONE PROJECT
SCHEDULE

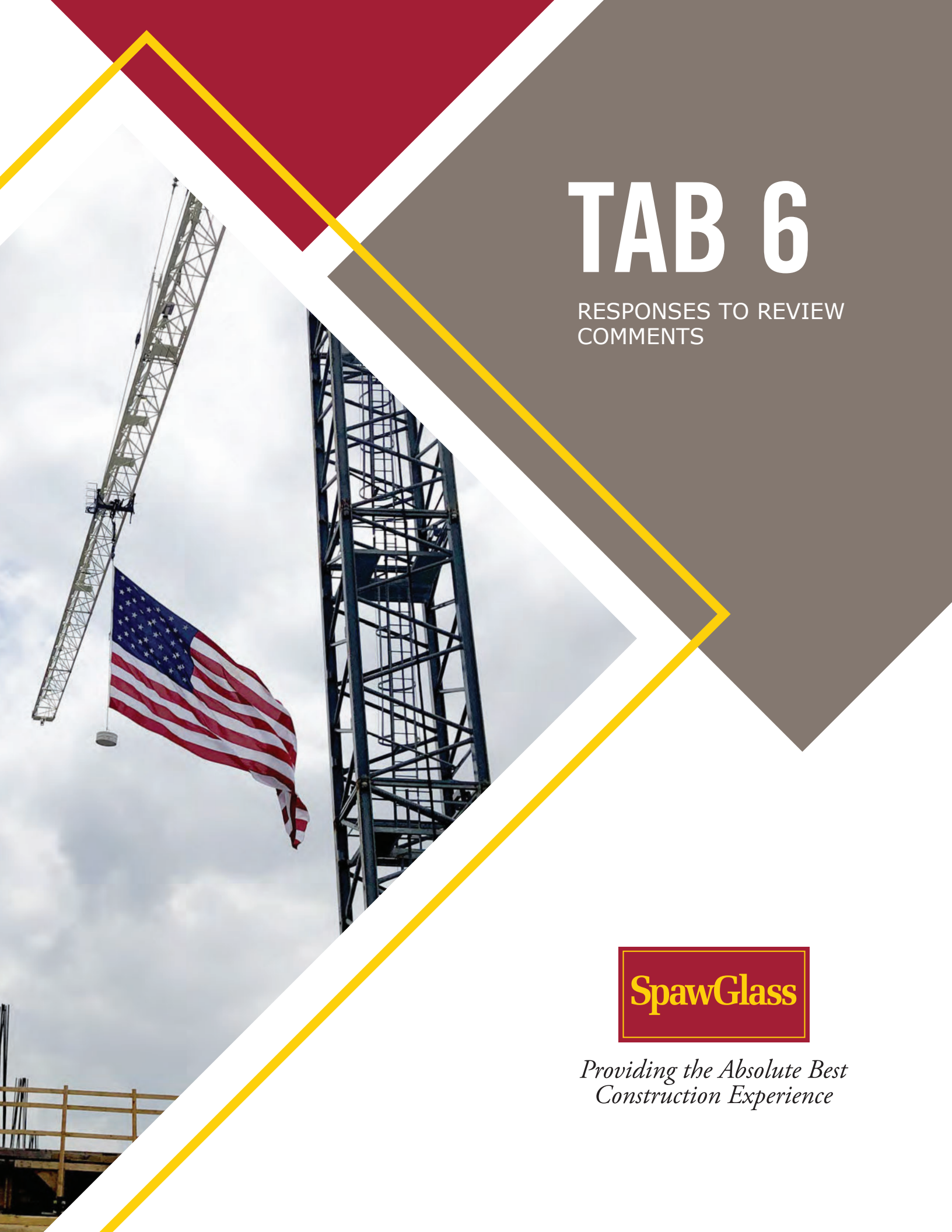


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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	D	J	F	M	A	M	J	J	A	S	O	N								
							1	3	1	0	1	1	3	1	0	1	0	2	1	2	1	0	2	0	2	1
NBU ANNEX FACILITY RENOVATION		205	205	11-Dec-23	30-Sep-24	0%	NBU:ANNE																			
A1000	NOTICE TO PROCEED	14	14	11-Dec-23	29-Dec-23	0%	NOTICE TO PROCEED																			
A1010	DESIGN PHASE	57	57	11-Dec-23	29-Feb-24	0%	DESIGN PHASE																			
A1020	HVAC UNITS PROCUREMENT	127	127	01-Feb-24	31-Jul-24	0%	HVAC UNITS PROCUREMENT																			
A1040	PERMIT REVIEW & APPROVAL	43	43	01-Mar-24	30-Apr-24	0%	PERMIT REVIEW & APPROVAL																			
A1030	FURNITURE PROCUREMENT	128	128	01-Mar-24	30-Aug-24	0%	FURNITURE PROCUREMENT																			
A1050	ARCHITECTURAL CONSTRUCTION	85	85	01-May-24	30-Aug-24	0%	ARCHITECTURAL CONSTRUCTION																			
A1060	HVAC INSTALL	42	42	01-Aug-24	30-Sep-24	0%	HVAC INSTALL																			
A1070	FURNITURE INSTALL	20	20	03-Sep-24	30-Sep-24	0%	FURNITURE INSTALL																			
A1080	SUBSTANTIAL COMPLETION	1	1	30-Sep-24	30-Sep-24	0%	SUBSTANTIAL COMPLETION																			

Start Date: 11-Dec-23 Finish Date: 30-Sep-24 Data Date: 11-Dec-23 Run Date: 11-Dec-23	 Actual Work  Remaining Work  Critical Remaining Work	 Milestone  Summary  Level of Effort	<h3>NBU ANNEX FACILITY RENOVATION</h3> <p>.WBS Layout - All Activities Page 1 of 1</p>	
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TAB 6

RESPONSES TO REVIEW
COMMENTS

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9331 Corporate Dr
Selma, TX 78154

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