



# AIA Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , 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 day of in the year (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Old Settlers Park Buildout - Package 3B - Maintenance Facility  
3300 E. Palm Valley Blvd  
Round Rock, TX 78665

### THE OWNER:

(Name, legal status, and address)

City of Round Rock  
221 East Main St.  
Round Rock, TX 78644

### THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

SpawGlass Contractors, Inc.  
1111 Smith Road  
Austin, TX 78721

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. 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 6 of the Agreement.

**§ A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million One Hundred and Eighty-One Thousand Six Hundred Twenty Dollars and Zero Cents (\$ 2,181,620.00 ), subject to additions and deductions by Change Order

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; 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.)*

Reference attached GMP Package - Tab 06

**§ 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	Price
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**§ 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.)*

Item	Price	Conditions for Acceptance
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**§ 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.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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**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.)*

May 8, 2025

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.

**§ 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.

[ X ] By the following date: November 24, 2025

**§ 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	Substantial Completion Date
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**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**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:

Document	Title	Date	Pages
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**§ A.3.1.2** The following Specifications:

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

Old Settler's Park Buildout – Maintenance Facility 100% Construction Documents Technical Specifications issued December 2024

Geotechnical Engineering Report for Proposed Old Settlers Park Expansion Maintenance Yard as issued by UeS Profession Solutions 45, LLC on December 20, 2024

Section	Title	Date	Pages
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**§ A.3.1.3** The following Drawings:

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

Old Settlers Park Improvements - Maintenance Facility 100% Construction Documents issued December 2024

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 Construction Manager'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, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

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

Reference attached GMP Package - Tab 05

**§ 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.)

**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.

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

BY: Craig Morgan, Mayor

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



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

BY: David Padon, Austin Division President

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

Federal Insurance Company  
Liberty Mutual Insurance Company**AIA Document A312 Performance Bond**

K42017115(Federal) 58S218546(Liberty Mutual)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**SpawGlass Contractors, Inc.  
1111 Smith Road  
Austin, Texas 78721**SURETY (Name and Principal Place of Business):**Federal Insurance Company (IN)  
Liberty Mutual Insurance Company (MA)**OWNER (Name and Address):**City of Round Rock, TX  
221 East Main Street  
Round Rock, TX 78664**CONSTRUCTION CONTRACT Date:** 4th day of March, 2025**Amount:** \$2,181,620.00 Two Million One Hundred Eighty One Thousand Six Hundred Twenty & 00/100 Dollars  
**Description (Name and Location):**

City of Round Rock – Old Settler's Park Build Out - Package 3B – Maintenance Yard

**BOND****Date (Not earlier than Construction Contract Date):** 5th day of March, 2025**AMOUNT:** \$2,181,620.00 Two Million One Hundred Eighty One Thousand Six Hundred Twenty & 00/100 Dollars**Modifications to this Bond:**☒ None☐ See Page 3**CONTRACTORS AS****PRINCIPAL Company:**

SpawGlass Contractors, Inc..

**Signature:****Name and Title:** David Paden  
President - Austin Region**SURETY****Company:**Federal Insurance Company  
Liberty Mutual Insurance Company**Signature:****Name and Title:** John A. Prince  
Attorney-in-Fact

(Corporate Seal)

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY— Name, Address and Telephone)

**AGENT or BROKER:** Adams Risk Management Services, LLC  
1111 N Loop West Ste. 600  
Houston, TX 77008  
713-869-8346**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Sub-paragraph 3.1.

**3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

**3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

**4** When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

**4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

**4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with

performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner citing reasons therefor.

**5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

**6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law,

the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall

be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

**12.1 Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**12.2 Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3 Contractor Default:** Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

SURETY

Company: \_\_\_\_\_ (Corporate Seal)

**Federal Insurance Company**

Signature: \_\_\_\_\_

Name and Title:

Address:

**CHUBB****Power of Attorney**

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas** ----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10<sup>th</sup> day of April 2024**.

*Rupert H.D. Swindells*

Rupert HD Swindells, Assistant Secretary

*Warren Eichhorn*

Warren Eichhorn, Vice President



STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this **10<sup>th</sup> day of April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

*Albert Contursi*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **5th day of March, 2025**



*Rupert H.D. Swindells*  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205857-974105**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew A. Adams; John A. Prince; Larry D. Snider; Michael Macomber; Norman E. Adams

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 28th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2025.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**Federal Insurance Company  
Liberty Mutual Insurance Company**

**AIA Document A312™ - 2010 Payment Bond**

K42017115(Federal) 58S218546(Liberty Mutual)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR**

(Name, legal status and address):  
SpawGlass Contractors, Inc.  
1111 Smith Road  
Austin, Texas 78721

**SURETY**

(Name, legal status and principal place of business):  
**Federal Insurance Company (IN)**  
**Liberty Mutual Insurance Company (MA)**

**OWNER**

(Name, legal status and address):  
City of Round Rock, TX  
221 East Main Street  
Round Rock, TX 78664

**CONSTRUCTION CONTRACT**

Date: 4th day of March, 2025

Amount: \$2,181,620.00 Two Million One Hundred Eighty One Thousand Six Hundred Twenty &amp; 00/100 Dollars

Description (Name and Location):

City of Round Rock – Old Settler's Park Build Out - Package 3B – Maintenance Yard

**BOND**

Date (Not earlier than Construction Contract

Date): 5th day of March, 2025

Amount: \$2,181,620.00 Two Million One Hundred Eighty One Thousand Six Hundred Twenty &amp; 00/100 Dollars

Modifications to this Bond:

☒ None☐ See Page 4**CONTRACTORS AS PRINCIPAL**

Company: SpawGlass Contractors, Inc. (Corporate Seal)

**SURETY**

Company:  
Federal Insurance Company Liberty  
Mutual Insurance Company

(Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: David Paden  
President - Austin Region

Attorney-in-Fact Name: John A. Prince

Signed and Sealed this 5th

day of March, 2025

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

Adams Risk Management Services, LLC  
1111 N Loop West Ste. 600  
Houston, TX 77008  
713-869-8346

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.
- 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **16. DEFINITIONS**

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor

and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17.** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18. MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**18.1** "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb, PO Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

**Federal Insurance Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

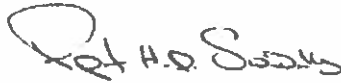
Address:

**CHUBB****Power of Attorney**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas** ---

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of April 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President

STATE OF NEW JERSEY  
County of Hunterdon

SS.

On this 10<sup>th</sup> day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027



Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

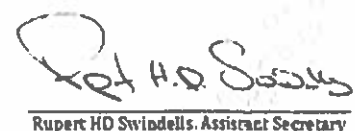
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 5<sup>th</sup> day of March, 2025

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205857-974105**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew A. Adams; John A. Prince; Larry D. Snider; Michael Macomber; Norman E. Adams

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

*David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY

On this 28th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2025.



By:

*Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

***Have a complaint or need help?***  
***Tiene una queja o necesita ayuda?***

**IMPORTANT NOTICE**

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: **1-800-36-CHUBB**  
Mail: Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, VA 23320  
Attn: Surety Support

Phone: 800-252-4670      Fax: 800-664-5358  
Email: [ecsc.claims@chubb.com](mailto:ecsc.claims@chubb.com)

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance  
Call with a question: 1-800-252-3439  
File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Mail: MC-111-1A, P.O. Box 149091  
Austin, TX 78714-9091

**AVISO IMPORTANTE**

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: **1-800-36-CHUBB**  
Correo: Eastern Claim Service Center  
600 Independence Parkway  
Chesapeake, VA 23320  
Attn: Surety Support

Telefono: 800-252-4670      Fax: 800-664-5358  
Correo electronico: [ecsc.claims@chubb.com](mailto:ecsc.claims@chubb.com)

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas  
Preguntas: 1-800-252-3439  
Quejas: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Correo electronico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)  
Correo: MC-111-1A, P.O. Box 149091  
Austin, TX 78714-9091





## TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at  
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at  
1-800-252-3439

You may write the Texas Department of Insurance  
Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al  
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400  
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al  
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)  
P. O. Box 149091  
Austin, TX 78714-9091  
FAX # (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*

City of Round Rock

## **Old Settler's Park Build Out 100% CD GMP for Maintenance Yard R2**



3/4/2025



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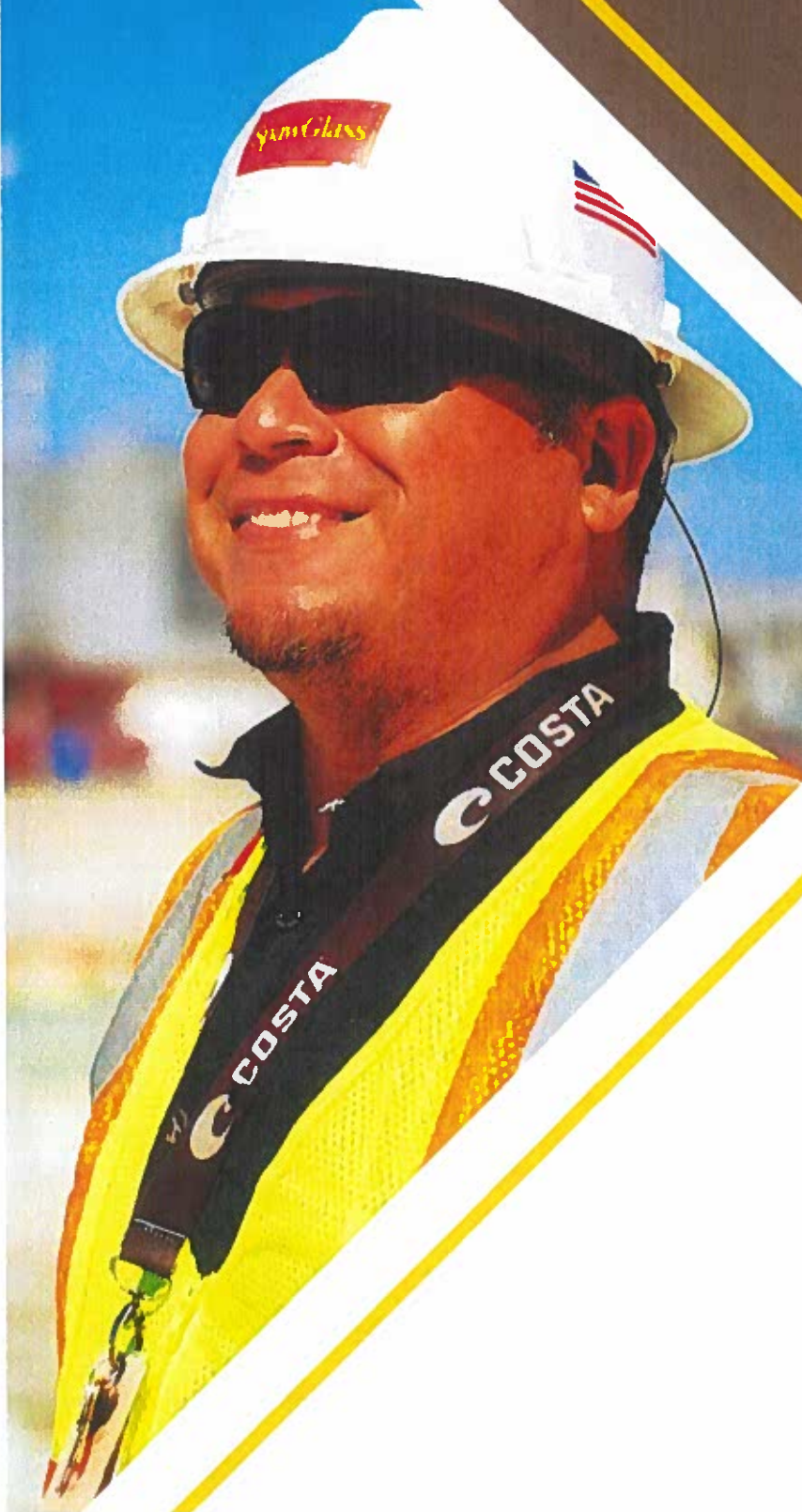
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ASSUMPTIONS & CLARIFICATIONS



# TAB1

BUDGET ESTIMATE  
OVERVIEW



**SpawGlass**

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Construction Experience*



## Project Cost Summary



### 100% CD ESTIMATE OVERVIEW

SpawGlass Contractors, Inc. hereby submits to the City of Round Rock for the use and benefit of the new Old Settler's Park Buildout – Package 3B Maintenance Yard, based on the 100% CD Drawings, as follows:

1. The proposed amount for the Direct Cost of the Work:	\$ <u>1,838,431</u>
2. General Conditions:	\$ <u>59,463</u>
3. Builder's Risk Insurance:	\$ <u>5,705</u>
4. General Liability Insurance:	\$ <u>17,017</u>
5. Payment & Performance Bonds:	\$ <u>25,316</u>
6. Subcontractor Default Insurance (1.25%):	\$ <u>22,980</u>
7. Warranty:	\$ <u>5,454</u>
8. Contractor's Contingency (3.0%):	\$ <u>65,449</u>
9. Design Progression Contingency (3.0%):	\$ <u>65,449</u>
10. Construction Phase Fee (3.50%):	\$ <u>76,356</u>
11. Price Forecasting/Tariffs:	\$ <u>0</u>
<b>12. TOTAL: LINE ITEMS 1 THROUGH 11:</b>	<b>\$ <u>2,181,620</u></b>

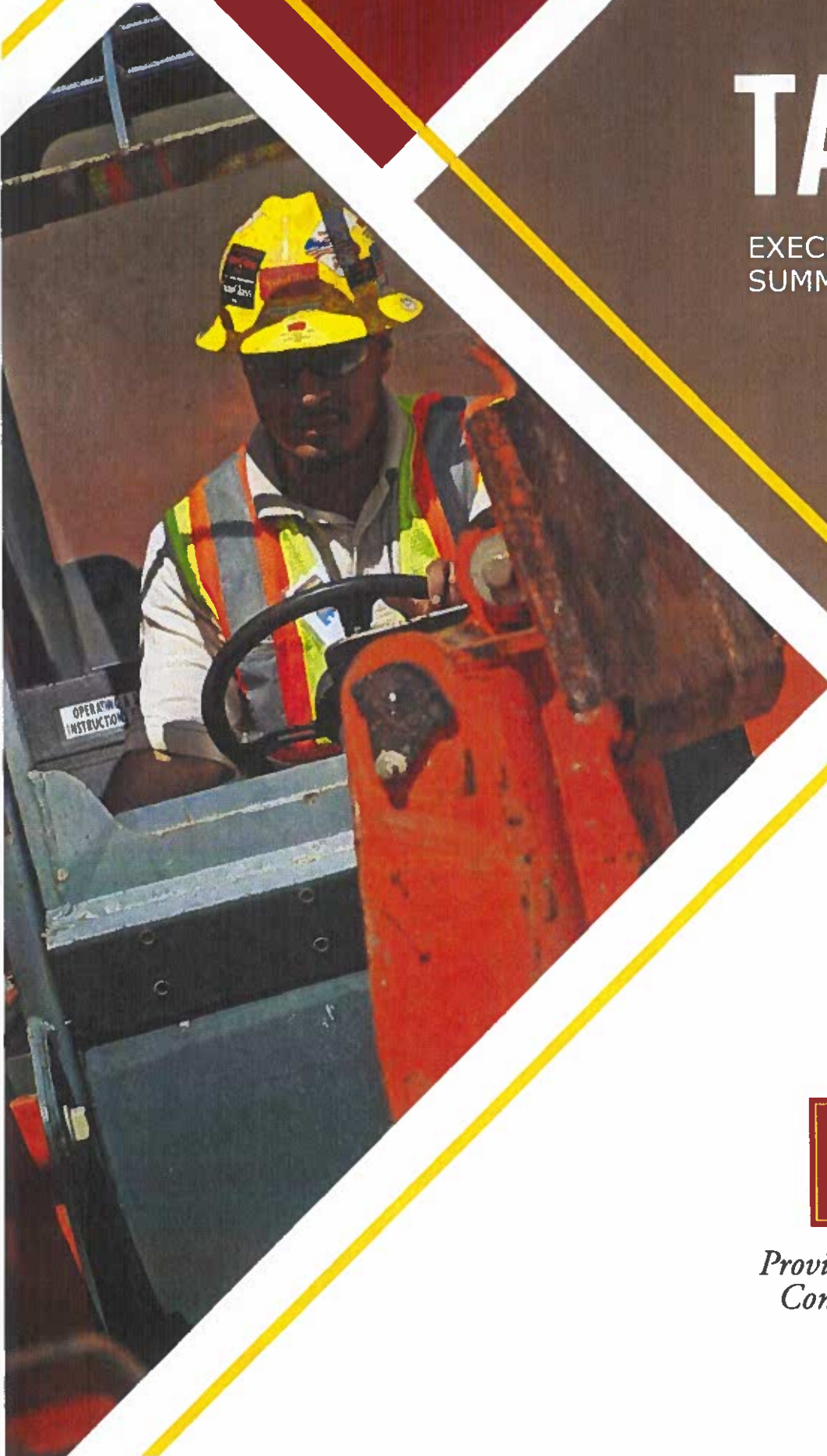
Tyler Wenzel

Tyler Wenzel, Project Executive



# TAB 2

EXECUTIVE PROJECT  
SUMMARY



**SpawGlass**

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Construction Experience*



## Executive Summary



**City of Round Rock – Old Settler’s Park Build Out**  
**Package 3B – Maintenance Yard 100% CD Drawings**  
**3300 E Palm Valley Blvd Round Rock, TX 78665**

### **Scope of Work**

Package 3B – Maintenance Yard is the construction of the new Warehouse, Remote Pole Barn, Remote Maintenance Facility site work, and site improvements. This includes demo of existing structures and site, earthwork, site utilities, concrete flatwork, electrical work, and landscaping.

### **Overview**

The new Maintenance Yard package is planned to be completed in one main package:

- Construction is planned to start in May 2025.

# TAB 3

PROJECT TEAM

**SpawGlass**

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Construction Experience*

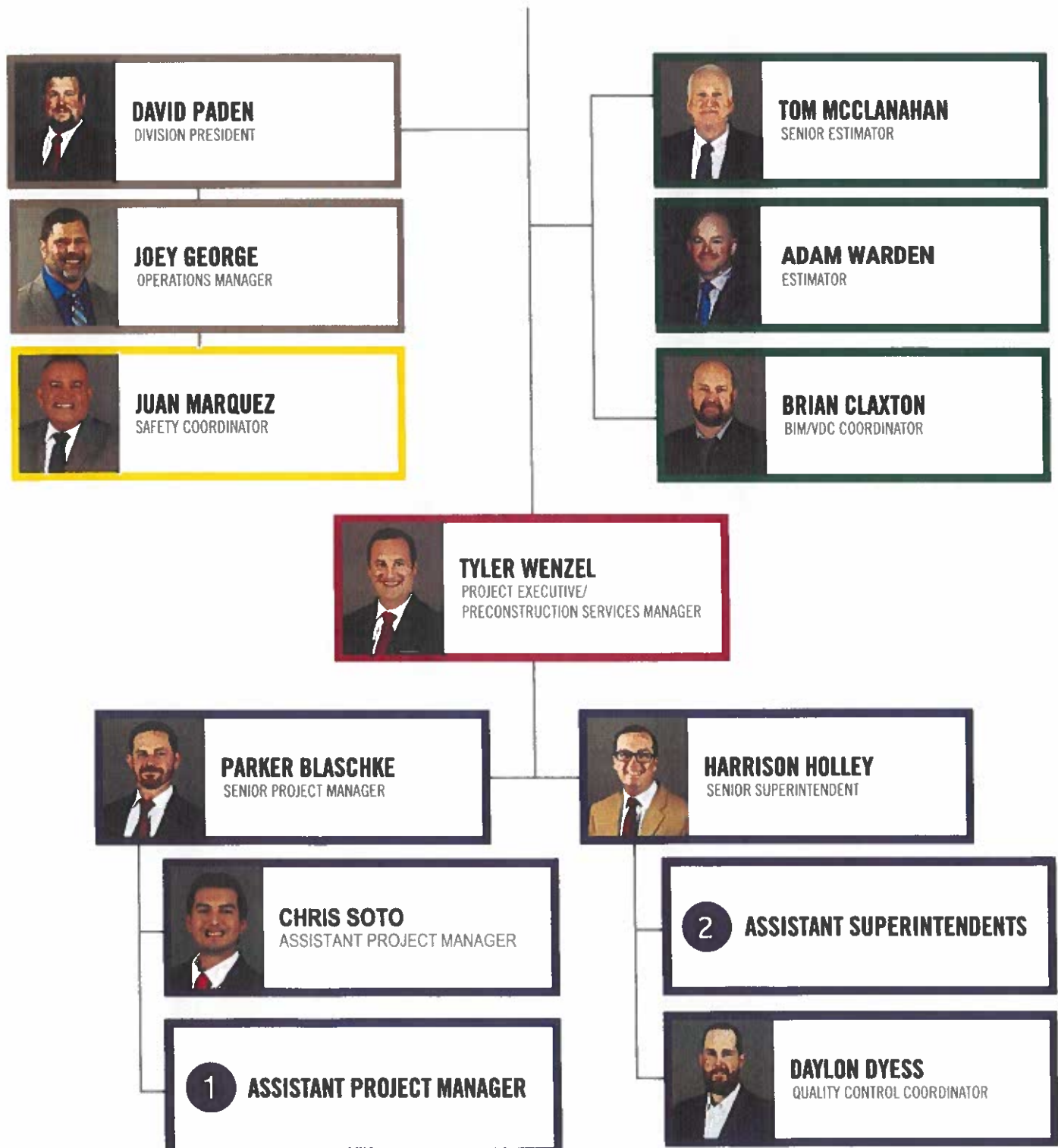


# ORGANIZATION CHART

## LEGEND

- Management Support
- Team Lead/Single Point-of-Contact
- On-site Team
- Safety
- Preconstruction/Estimating Support

## CITY OF ROUND ROCK



# TAB 4

LIST OF DOCUMENTS



**SpawGlass**

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Construction Experience*



## List of Documents



**City of Round Rock – Old Settler’s Park Build Out**  
**Package 3B – Maintenance Yard 100% CD Drawings**  
**3300 E Palm Valley Blvd Round Rock, TX 78665**

#	SHEET TITLE	ISSUE DATE	REVISION DATE
C-0.0	COVER		
C-1.0	KEY SHEET	DECEMBER 2024	
C-2.0	GENERAL NOTES	DECEMBER 2024	
C-3.0	EXISTING CONDITIONS	DECEMBER 2024	
C-4.0	DEMOLITION PLAN	DECEMBER 2024	
C-5.0	DEMOLITION PLAN	DECEMBER 2024	
C-6.0	GRADING AND DRAINAGE PLAN	DECEMBER 2024	
C-7.0	SITE PLAN	DECEMBER 2024	
C-8.0	PAVING PLAN	DECEMBER 2024	
C-9.0	UTILITY PLAN	DECEMBER 2024	
C-10.0	REMOTE MAINTENANCE FACILITY PLAN	DECEMBER 2024	
C-11.0	CONSTRUCTION DETAILS	DECEMBER 2024	
C-11.1	CONSTRUCTION DETAILS	DECEMBER 2024	
C-11.2	CONSTRUCTION DETAILS	DECEMBER 2024	
L-1.00	LANDSCAPE PLAN	DECEMBER 2024	
L-1.01	LANDSCAPE PLAN	DECEMBER 2024	
L-1.02	LANDSCAPE PLAN	DECEMBER 2024	
L-2.00	LANDSCAPE DETAILS	DECEMBER 2024	
L-3.00	LANDSCAPE SPECIFICATIONS	DECEMBER 2024	
IR-1.0	IRRIGATION PLAN	DECEMBER 2024	
IR-1.1	IRRIGATION PLAN	DECEMBER 2024	
IR-2.0	IRRIGATION DETAILS	DECEMBER 2024	
IR-2.1	IRRIGATION SPECIFICATIONS	DECEMBER 2024	
A1.101	POLE BARN #1 FLOOR PLAN	DECEMBER 2024	
A1.102	POLE BARN #2 FLOOR PLAN	DECEMBER 2024	
A1.103	POLE BARN #1 & #2 ROOF PLAN	DECEMBER 2024	
A1.104	POLE BARN CROSS SECTIONS	DECEMBER 2024	
AS1-1	POLE BARN #1 GENERAL NOTES	DECEMBER 2024	
AS1-2	POLE BARN #1 FOUNDATION PLAN	DECEMBER 2024	
AS1-3	POLE BARN #1 FOUNDATION DETAILS	DECEMBER 2024	
AS2-1	POLE BARN #2 GENERAL NOTES	DECEMBER 2024	
AS2-2	POLE BARN #2 FOUNDATION PLAN	DECEMBER 2024	
AS2-3	POLE BARN #2 FOUNDATION DETAILS	DECEMBER 2024	
AS3-1	CHEMICAL BUILDING GENERAL NOTES	DECEMBER 2024	
AS3-2	CHEMICAL BUILDING FOUNDATION PLAN	DECEMBER 2024	
E-0	LEGEND	DECEMBER 2024	
E-1	SITE PLAN	DECEMBER 2024	
E-2	POLE BARN #1 PLAN	DECEMBER 2024	



## List of Documents

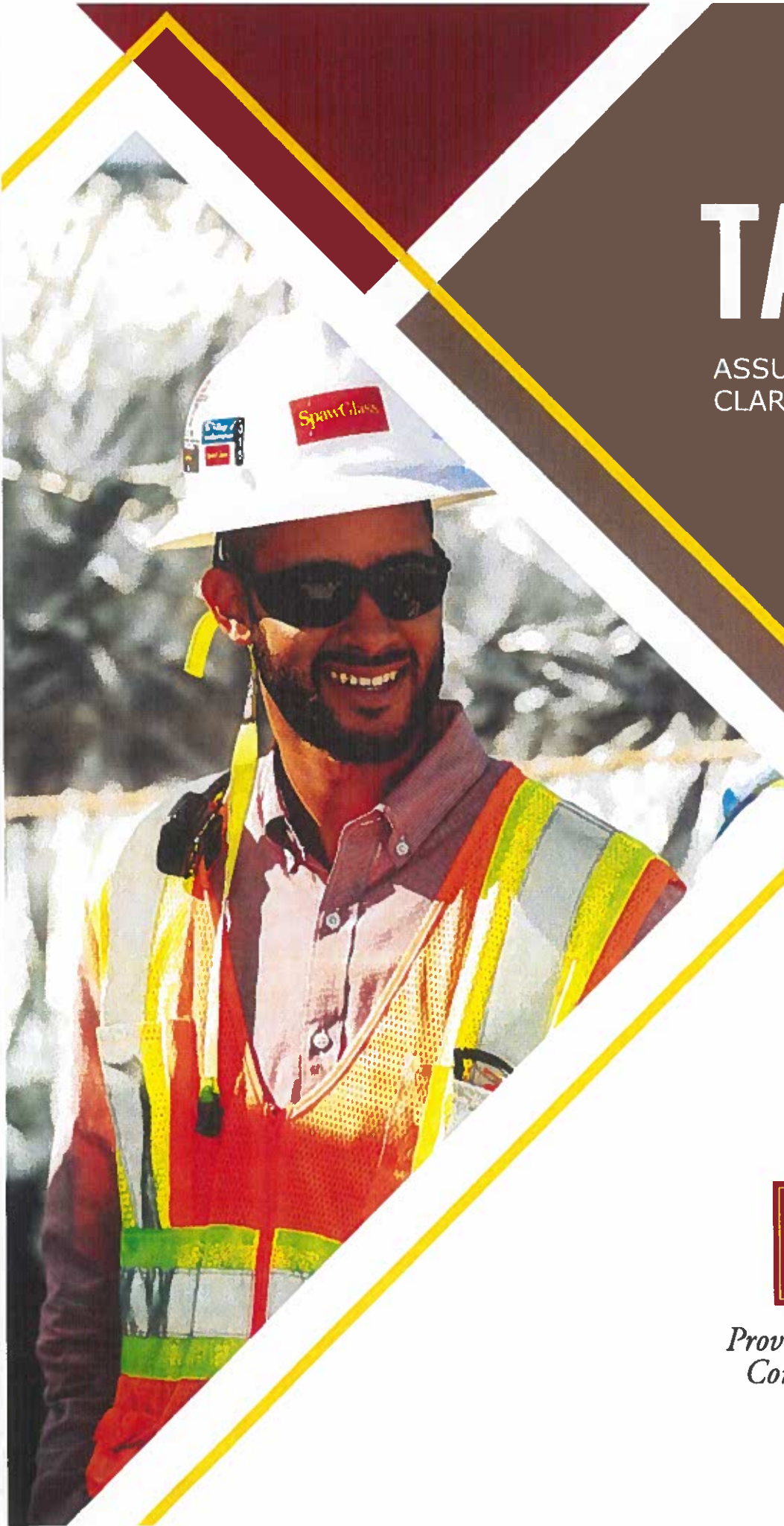


E-3	POLE BARN #2 PLAN	DECEMBER 2024	
E-4	ELECTRICAL RISER DIAGRAM	DECEMBER 2024	
E-5	ELECTRICAL DETAILS	DECEMBER 2024	



# TAB 5

ASSUMPTIONS &  
CLARIFICATIONS



**SpawGlass**

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Construction Experience*



## Assumptions and Clarifications



**City of Round Rock – Old Settler’s Park Build Out  
Package 3Bb – Maintenance Yard 100% Construction Documents - GMP  
1301 N Kenney Fort Blvd., Round Rock, TX 78665**

### **GENERAL QUALIFICATIONS**

1. Kimley Horn and Associates, Inc. is the civil engineer/prime consultant of record.
2. Based on an anticipated NTP of May 2025.
3. Specifications provided.
4. The baseline schedule is based on a 5-day work week.
5. Normal working hours have been included from 7:00 AM to 5:30 PM unless otherwise noted, with exception to early concrete operations as deemed necessary. It is also assumed that work can occur on a 7 day a week schedule if required.
6. In order to subcontract scopes of work in a timely manner to meet the construction schedule it is assumed that buyout packages will be reviewed within 5 business days of their submission.
7. LEED Certifications or Green Building Programs are not incorporated into the project.
8. Builders Risk Insurance is provided by SpawGlass. Builder’s Risk deductible to be paid from construction contingency.
9. Performance & Payment Bonds are provided by SpawGlass.
10. General Liability is provided by SpawGlass.
11. Proposal assumes that the specified material and equipment are available as required to meet the schedule. If they are not available as required, we assume the Owner/Architect will authorize alternate material or equipment selections.
12. Owner must accept GMP within 30 calendar days, at which time pricing may expire.
13. General conditions - Any general conditions savings or losses from that package are to be rolled into the other GMP packages.
14. Tariffs are an unknown factor at this time. Any cost or schedule impacts related with tariffs will be negotiated with Owner for reimbursement. Contractor shall provide information reasonably requested by Owner to document such impacts, such as quotes, invoices, or receipts.

### **SPECIFIC QUALIFICATIONS**

#### **Division 01 – General Requirements and General Conditions**

1. SpawGlass general requirements assume a 6 month project construction schedule.
2. Construction photos will be taken on a regular basis by SpawGlass. Digital files will be turned in monthly.
3. As-Built drawings, record drawings and record submittals will be kept in electronic format. These files will be accessible to all on the jobsite.



## Assumptions and Clarifications



4. Reasonable repairs or damage caused by contractor(s) will be funded from the CM Contingency if funds remain and approved by CoRR.
5. Dimensional Control for the Project is included.
6. Individual non-photographic hard hat stickers for workers will be utilized.
7. Temporary barriers and enclosures are included to delineate construction zone from the public.
8. No sound/vibration monitoring included.

### **Division 02 – Existing Conditions**

1. Site demolition and clearing is included.
2. Removal of fencing at Remote Facility

### **Division 03 – Concrete**

1. Slabs on grade for PEMBs
2. Concrete curbing, mow strips under fencing, light pole bases, and setting steel bollards
3. 2' x 2' x 1' D pads for containers – 16 Each
4. 4" paving for Ranger Shed, Chemical Storage Building, Fuel Storage, and Lubricant Cabinets.
5. Concrete paving for storage area and Wash
6. Curbs around the Fuel Storage and lubricant cabinets.
7. Concrete paving for the Remote Facility.

### **Division 04 – Masonry**

1. NA

### **Division 05 – Metals**

1. Steel Bollards

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

1. NA

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

1. Site Sealants
2. Slab on Grade Sealants

### **Division 08 – Openings**

1. One Hollow metal door, frame, hardware, and Installation
2. One 12' x 12' overhead door with chain drive with factory paint finish

### **Division 09 – Finishes**

1. Painting hollow metal door & frame
2. Paint steel bollards



## **Assumptions and Clarifications**

3. Metal stud framing for horizontal wall panels on the Remote PEMB

### **Division 10 – Specialties**

1. Fire Extinguishers on Brackets in PEMB(s)
2. Knox Boxes on Entry Gates Across Driveways

### **Division 11 – Equipment**

1. Includes removing and relocating fuel storage tank & Cover; lubricant cabinets & cover; chemical storage building & ramp; and Ranger Shed (Morgan Building).

### **Division 12 – Furnishings**

1. NA

### **Division 13 – Special Construction**

1. PEMB – Chief basis of design not used but Red Dot Buildings. SpawGlass feels that this is the current best value for the City of Round Rock.
2. SSPC Primer Standard Metal Building Factory Primer for Field Finish coat painting by Others
3. Soffit panels are factory painted steel – not Petersen Aluminum in specifications.
4. Collateral Load 17.5 PSF
5. R-30 Insulation 2 Plys at the roof for the Remote PEMB only.

### **Division 14 – Conveying Equipment**

1. NA

### **Division 21 – Fire Suppression**

1. NA

### **Division 22 – Plumbing**

1. NA

### **Division 23 – HVAC and Controls**

1. NA

### **Division 26 – Electrical**

1. Primary conduit
2. Secondary service
3. Pole Lighting
4. Power for Chemical Storage

### **Division 27 – Communications**

1. Underground conduit as noted on drawings – conductors by CoRR

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





## Assumptions and Clarifications



1. NA

### **Division 31 – Earthwork**

1. Includes clear and grub.
2. SWPPP setup included.
3. SpawGlass assumes that all water can be taken from existing City of Round Rock water utilities on-site, and no water will need to be trucked in from other cities due to water restrictions.
4. Includes removal of fat clays and placement of 12" of select fill at building pads for 1" PVR.
5. Includes 12" of base and 2" of asphalt at parking lot.
6. Includes stockpiling of existing onsite material for respread of 4" over hydro mulched areas.
7. Includes stripping and stockpiling of topsoil for respreading 4".
8. Includes excavation, embankment, and import of soil as needed
9. Includes subgrade preparation for concrete paving at Remote Facility.
10. Includes compacted road base for paved surface at the Main Facility.

### **Division 32 – Exterior Improvements**

1. Remote Facility – Chain Link fencing galvanized, 8' High, 9 gage mesh, 3 strands of barbed wire, and manual double gate
2. Main Facility – Service Area Fencing - Chain Link fencing galvanized, 8' High, 9 gage mesh, 3 strands of barbed wire, and three manual double gates. The fencing will be extended behind the pole barns if the Alternates are not elected.
3. Main Facility – Privacy Fencing – Chain Link fencing vinyl coating, 9 gage, vinyl privacy slats, 3 Strands of Barbed Wire, and one motor operated slide gate across driveway.
4. Includes importing and placing 2" of topsoil blended with 4" of respread by earthwork contractor.
5. Hydro Seeding – Bermuda grass seeding in lieu of sod as requested by CoRR.
6. Irrigation – Includes permanent, temporary, and sleeves as noted on the drawings.
7. Includes 90-day maintenance after substantial completion.
8. Includes Knox Boxes at the Remote and Main Facility driveway gates.
9. Painted parking striping if asphalt or concrete paving alternates are elected.
10. Wheel stops at parking spaces as indicated on the drawings.

### **Division 33 – Utilities**

1. Site utilities are included.
2. Reuse Water Service
3. Domestic Water Service includes connection, meter, backflow, piping, and hose bibbs.
4. Storm scope of work includes culverts with SETs



## Assumptions and Clarifications



### EXCLUSIONS

1. Permits, by Owner.
2. LEED documentation and Submittals.
3. We have not included the following items as we assume, they will be provided in a timely manner by the Owner at no cost to SpawGlass:
  - a. Materials Testing Services
  - b. Excludes all local electrical utility fees for permanent power
4. Preconstruction costs for the Project are not included in this budget.
5. Contaminated soils – hauling or disposal

# TAB 6

BUDGET PROPOSAL COST  
BREAKDOWN

**SpawGlass**

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## OSP Maintenance Yard 100% CD GMP - Rev 02

### Revision 02 Including Asphalt Paving

**Estimate Date:** 03/03/2025      **Documents Date:** 12/04/2024  
**Project Size (SF):** 335,284      **Project #:** 3023121.02C  
**Project Location:** 1301 N. Kenny Fort Blvd.,      **Lead Estimator:** Tom McClanahan

ITEM	COST	COST   SF	% OF TOTAL
GR's (335,284 SF)	130,871	0.39	6.00 %
Main Facility (328,051 SF)	1,364,211	4.16	62.53 %
Remote Maintenance Facility (7,234 SF)	343,350	47.46	15.74 %
Indirect Costs	343,189	1.02	15.73 %
<b>Total Cost</b>	<b>\$ 2,181,620</b>	<b>\$ 6.51</b>	<b>100.00 %</b>

# OSP Maintenance Yard 100% CD GMP - Rev 02

## Revision 02 Including Asphalt Paving

**Estimate Date:** 03/03/2025      **Documents Date:** 12/04/2024  
**Project Size (SF):** 335,284      **Project #:** 3023121.02C  
**Project Location:** 1301 N. Kenny Fort Blvd.,      **Lead Estimator:** Tom McClanahan

ITEM	COST	COST   SF	% OF TOTAL
<b>GR's (335,284 SF)</b>	<b>130,871</b>	<b>0.39</b>	<b>6.00 %</b>
Div. 01 - General Requirements	130,871	0.39	100.00 %
<b>Main Facility (328,051 SF)</b>	<b>1,364,211</b>	<b>4.16</b>	<b>62.53 %</b>
Div. 05 - Metals	2,200	0.01	0.16 %
Div. 07 - Thermal & Moisture Protection	1,200	0.00	0.09 %
Div. 09 - Finishes	450	0.00	0.03 %
Div. 10 - Specialties	750	0.00	0.05 %
Div. 11 - Equipment	18,000	0.05	1.32 %
Div. 26 - Electrical	145,000	0.44	10.63 %
Div. 31 - Earthwork	543,200	1.66	39.82 %
Div. 32 - Exterior Improvements	442,411	1.35	32.43 %
Div. 33 - Utilities	211,000	0.64	15.47 %
<b>Remote Maintenance Facility (7,234 SF)</b>	<b>343,350</b>	<b>47.46</b>	<b>15.74 %</b>
Div. 07 - Thermal & Moisture Protection	2,724	0.38	0.79 %
Div. 08 - Openings	26,550	3.67	7.73 %
Div. 09 - Finishes	18,000	2.49	5.24 %
Div. 10 - Specialties	1,289	0.18	0.38 %
Div. 13 - Special Construction	112,000	15.48	32.62 %
Div. 31 - Earthwork	52,100	7.20	15.17 %
Div. 32 - Exterior Improvements	130,687	18.07	38.06 %

ITEM	COST	COST   SF	% OF TOTAL
<b>Indirect Costs</b>	<b>343,189</b>	<b>1.02</b>	<b>15.73 %</b>
General Conditions	59,463	0.18	2.73 %
Builder's Risk Insurance	5,705	0.02	0.26 %
General Liability Insurance	17,017	0.05	0.78 %
Payment and Performance Bonds	25,316	0.08	1.16 %
Subcontractor Default Insurance (SDI):	22,980	0.07	1.05 %
Warranty	5,454	0.02	0.25 %
Contractor's Contingency	65,449	0.20	3.00 %
Owner / Design Contingency	65,449	0.20	3.00 %
Overhead and Profit	76,357	0.23	3.50 %
<b>Total Cost</b>	<b>\$ 2,181,620</b>	<b>\$ 6.51</b>	<b>100.00 %</b>



## OSP Maintenance Yard 100% CD GMP - Rev 02

### Revision 02 Including Asphalt Paving

<b>Estimate Date:</b>	<b>03/03/2025</b>	<b>Documents Date:</b>	<b>12/04/2024</b>
<b>Project Size (SF):</b>	<b>335,284</b>	<b>Project #:</b>	<b>3023121.02C</b>
<b>Project Location:</b>	<b>1301 N. Kenny Fort Blvd.,</b>	<b>Lead Estimator:</b>	<b>Tom McClanahan</b>

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>GR's</b>			<b>130,871</b>
<b>Div. 01 - General Requirements</b>			<b>130,871</b>
<b>General Requirements</b>			<b>130,871</b>
As-Builts / Drawings	2.0 Sets	378.88	758
Job Photos / Videos	3.5 Mos	148.36	519
Water, Ice, & Cups (for Field)	3.5 Mos	540.28	1,891
General Safety Supplies	3.5 Mos	216.50	758
Portable Toilets - Rental & Handwash (2ea)	12.0 Mos	194.85	2,338
Misc. Fuel, Oil, & Grease	4.0 Mos	270.62	1,082
Misc. Small Tools	1.0 LS	3,788.75	3,789
Main Facility - Temporary Fencing - Rental (6' h Chain Link Fence w/ Driven Posts)	3,538.0 LF	8.00	28,304
Remote Facility - Temporary Fencing - Rental (6' h Chain Link Fence w/ Driven Posts)	380.7 LF	8.00	3,046
Project Signs	1.0 Each	1,267.95	1,268
Surveying Supplies	6.0 Wks	154.95	930
Licensed Professional Certified Survey (Initial Control Points)	1.0 LS	3,000.00	3,000
Licensed Professional Certified Survey (Final)	1.0 Each	3,000.00	3,000
Onsite Misc Labor	28.0 Wks	1,450.00	40,600
Final Cleaning - Site - LOC / Work Area Disturbed (7.70 Acres)	335,284.5 SF	0.05	16,764
Trash Dumpsters (40 Yd.) - Pulls	20.0 Each	541.25	10,825
Dust Control EQ	3.5 Mos	1,714.12	5,999
Surface Water Pumping / Dewatering	3.5 Mos	1,714.12	5,999
<b>Main Facility</b>			<b>1,364,211</b>
<b>Div. 05 - Metals</b>			<b>2,200</b>
<b>Structural/Miscellaneous Steel - Fabrication</b>			<b>2,200</b>

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
Supply Steel Pipe Bollards	4.0 Each	550.00	2,200
<b>Div. 07 - Thermal &amp; Moisture Protection</b>			<b>1,200</b>
<b>Waterproofing / Dampproofing / Joint Sealants</b>			<b>1,200</b>
Main - Joint Sealants - Concrete Flat Wotk	1.0 LS	1,200.00	1,200
<b>Div. 09 - Finishes</b>			<b>450</b>
<b>Painting / Wall Coverings</b>			<b>450</b>
Painting Steel Bollards - Main Facility	1.0 LS	450.00	450
<b>Div. 10 - Specialties</b>			<b>750</b>
<b>Fire Protection Specialties</b>			<b>750</b>
Knox Box on Gate	1.0 Each	750.00	750
<b>Div. 11 - Equipment</b>			<b>18,000</b>
<b>Maintenance Equipment</b>			<b>18,000</b>
Relocation of Ranger Shed / Morgan Building; Chemical Building & Ramp; Fuel Storage Tank & Cover; and Lubricant Cabinets & Cover	1.0 LS	18,000.00	18,000
<b>Div. 26 - Electrical</b>			<b>145,000</b>
<b>Electrical</b>			<b>145,000</b>
Electrical Primary Conduit, Secondary, and Site	1.0 LS	145,000.00	145,000
<b>Div. 31 - Earthwork</b>			<b>543,200</b>
<b>Earthwork</b>			<b>508,200</b>
Clear and Grub Site, Stock Pile Top Soil,Cuts, Embankment, and Respread 4" of Top Soil	1.0 LS	269,000.00	269,000
Additional Base and Asphalt Pavement - Elected Alternate 03-03-2025	1.0 LS	239,200.00	239,200
<b>Erosion Control</b>			<b>35,000</b>
SWPPP, Inspections, Silt Fencing, Tree Protection, Concrete Wash-Out Containers, Maintenance, and Removal	1.0 LS	35,000.00	35,000
<b>Div. 32 - Exterior Improvements</b>			<b>442,411</b>
<b>Site Concrete</b>			<b>160,000</b>
Ribbon Curbing, Mow Strips, Setting Bollards, Concrete Paving as Noted, Footing Blocks For Containers, Slabs for Ranger Shed, Chemical Storage Building, Fuel and Lubricant Cabinet Slabs and Curbs, and Light Pole Bases	1.0 LS	160,000.00	160,000
<b>Traffic Markings/Signage</b>			<b>4,118</b>
Wheelstops	15.0 Each	125.00	1,875
Parking Space Striping - Paint	1.0 LS	2,243.00	2,243



ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>Fences / Gates</b>			<b>137,093</b>
Privacy Fence - 8' Chain Link 9 Gage Vinyl Coated, Vinyl Slats, and 3 Rows of Barbed Wire; Service Fencing 8' + 1' Barbed Wire Galv Finish 9 Gage; Service Gates 3 Each Manual; One Motorized Slide Gate at Entry	1.0 LS	137,093.00	137,093
<b>Retaining Walls</b>			<b>31,200</b>
Retaining Walls - ILO Pole Barn #2 - 130 LF @ 4' T With Embedment	520.0 SF	60.00	31,200
<b>Landscaping / Irrigation</b>			<b>110,000</b>
Hydromulching, Sleeves, Permanent & Temporal Irrigation, and 90 Day Maintenance	1.0 LS	110,000.00	110,000
<b>Div. 33 - Utilities</b>			<b>211,000</b>
<b>Site Utilities</b>			<b>211,000</b>
Site Utilities - Storm Culverts, Safety End Treatments, Domestic Water & Hydrants, and Reuse Water System	1.0 LS	211,000.00	211,000
<b>Remote Maintenance Facility</b>			<b>343,350</b>
<b>Div. 07 - Thermal &amp; Moisture Protection</b>			<b>2,724</b>
<b>Waterproofing / Dampproofing / Joint Sealants</b>			<b>2,724</b>
Remote - Joint Sealants - Concrete Paving and Slab on Grade	1.0 LS	2,724.00	2,724
<b>Div. 08 - Openings</b>			<b>26,550</b>
<b>Doors / Frames / Hardware</b>			<b>4,100</b>
Hollow Metal Door, Frame, Hardware, and Installation	1.0 Each	4,100.00	4,100
<b>OH/Colling Doors / Grilles</b>			<b>13,500</b>
Coiling Doors (Manual) 12' x 12' Shop Painted Finish Chain Operated Non Insulated	1.0 Each	13,500.00	13,500
<b>Louvers / Vents</b>			<b>8,950</b>
Remote - Gable End Louvers Including Engineering and Installation	1.0 LS	8,950.00	8,950
<b>Div. 09 - Finishes</b>			<b>18,000</b>
<b>Drywall / Acoustical</b>			<b>9,500</b>
6" Mtl. Studs to Support Horizontal Siding on PEMB	1.0 LS	9,500.00	9,500
<b>Painting / Wall Coverings</b>			<b>8,500</b>
Painting Steel Building Frames & Perlins and Hollow Metal Door & Frame - Primer Coat Applied in Shop By Fabricator and Painted Onsite After Erected	1.0 LS	8,500.00	8,500
<b>Div. 10 - Specialties</b>			<b>1,289</b>

ITEM	QUANTITY   UM	UNIT COST	TOTAL COST
<b>Fire Protection Specialties</b>			<b>1,289</b>
Fire Extinguishers	2.0 Each	269.42	539
Knox Box on Gate	1.0 Each	750.00	750
<b>Div. 13 - Special Construction</b>			<b>112,000</b>
<b>Pre-Engineered Metal Buildings</b>			<b>112,000</b>
Pre-Engineered Metal Building, Includes: Frame, Roof, Exterior Metal Wall Panels	1.0 LS	112,000.00	112,000
<b>Div. 31 - Earthwork</b>			<b>52,100</b>
<b>Earthwork</b>			<b>49,600</b>
Clear and Grub Site, Stock Pile Top Soil, Respread 4", Cuts, Embankment, 10" Compacted Base For Concrete Paved Area	1.0 LS	49,600.00	49,600
<b>Erosion Control</b>			<b>2,500</b>
Silt Fencing, Safety Caps, Wash-Out Containers, Maintenance, and Inspections	1.0 LS	2,500.00	2,500
<b>Div. 32 - Exterior Improvements</b>			<b>130,687</b>
<b>Site Concrete</b>			<b>104,000</b>
SOG, Concrete Driveway, Heavy Duty Paving, and Mow Strip Under Fencing	1.0 LS	104,000.00	104,000
<b>Fences / Gates</b>			<b>14,687</b>
Remote Facility - 8' Chain Link Fencing Galvanized 9 Gage + 1' Barbed Wire and Manual Double Gate Across Driveway	1.0 LS	14,687.00	14,687
<b>Landscaping / Irrigation</b>			<b>12,000</b>
Hydromulching, Sleeves, Permanent & Temporay Irrigation, and 90 Day Maintenance	1.0 LS	12,000.00	12,000
<b>Total - Direct Costs</b>			<b>\$ 1,838,431</b>



General Conditions

Name: City of Round Rock - OSP  
Location:  
Bld Dates:  
Priced By: Padon

Duration (Mos): 33.0  
Total GCs: \$ 3,878,755  
Cost / Mo: \$ 117,538

Total From GRs GL BR  
\$ 51,728.00 \$ 1,855,600.00 \$ 210,000.00  
\$ 6,092,450.66 4.35%  
LBR: \$ 5,093,098.06

Project #: 0  
Type: -  
Bond \$ 896,368.00  
Gross Area (SF):

Template updated on: 10/20/2022

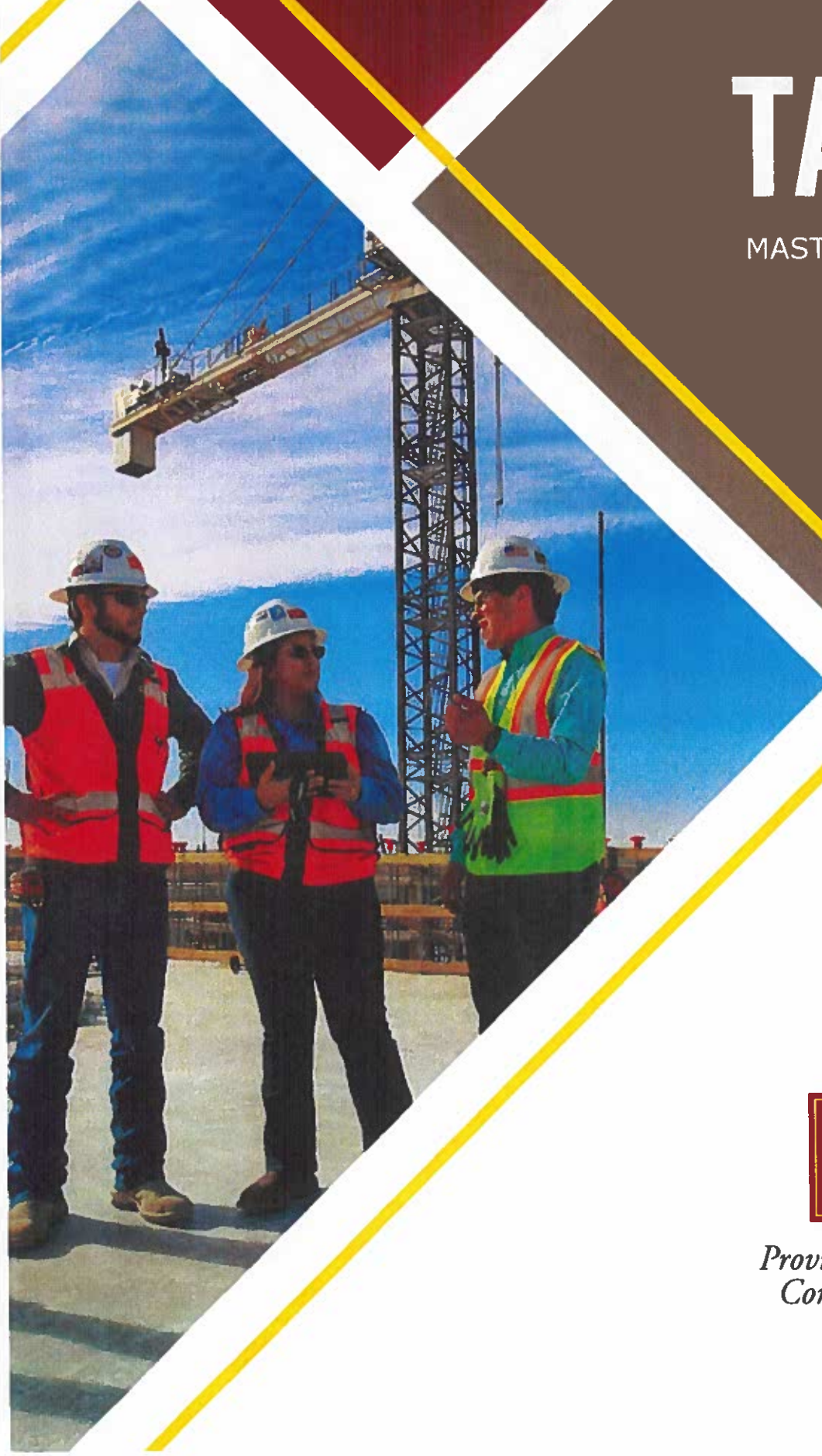
Description		Quantity	Unit	Labor Unit Price	Labor Total (w/ Burden)	Material Unit Price	Material Total (w/ Sales Tax)	Subcontract Unit Price	Subcontract Total	Equipment Unit Price	Equipment Total (w/ Sales Tax)	Total	Total By Category
Project Personnel													
Operations Manager			Wks	2,500.00									
Project Executive - Tyler Wenzel			Wks	3,395.00									
Sr. Project Manager - Parker		143.0	Wks	2,900.00	566,314							566,314	
Assistant Project Manager - Field/Site		143.0	Wks	2,540.00	498,013							498,013	
Assistant Project Manager - Roadway		77.4	Wks	1,545.00	163,303							163,303	
Sr. Superintendent - Harrison		143.0	Wks	3,330.00	650,285							650,285	
Superintendent - TBD		143.0	Wks	2,800.00	507,730							507,730	
Assistant Superintendent - TBD			Wks	2,800.00									
Assistant Superintendent - TBD		94.6	Wks	2,100.00	271,290							271,290	
Assistant Superintendent - TBD		64.5	Wks	2,100.00	194,971							194,971	
Assistant Superintendent - TBD			Wks	1,800.00									
PMA			Wks	650.00									
Project Engineer / Expeditor			Wks	1,100.00									
Submittal Clerk/PSS		143.0	Wks	1,200.00	234,337							234,337	
Quality Control Manager			Wks	2,000.00									
Quality Control - Architectural			Wks	1,600.00									
Quality Control - Structural			Wks	1,600.00									
Quality Control - MEP			Wks	1,600.00									
Proj. Safety Coordinator (PSC) / Safety Proctor		143.0	Wks	2,000.00	390,562							390,562	
Project Safety Assistant (PSA)			Wks	2,990.00									
MEP Coordinator / Specialist - Dayton - OPP GRs / COW			Wks	1,400.00									
LEED Coordinator			Wks	1,450.00									
BIM Engineer			Wks	2,000.00									
Scheduler		200.0	Hrs			100.00	21,650					21,650	
Safety Engineer (Consultant)			Hrs			125.00							
Structural Engineer (Consultant)			Hrs			150.00							
Mechanical Engineer (Consultant)			Hrs			125.00							
Waterproofing / Building Envelope (Consultant)			Hrs										
Add Line													
Subtotal													
Misc. Expenses for Project Personnel													
Comptains (\$180 per person per month)		23.0	Mos			300.00	75,017					75,017	
Cell Phones		23.0	Wks			88.00	22,005					22,005	
Vehicle Allowances			Wks	300.00									
Per Diem Allowances			LS			16,000.00							
Relocation Expenses (Out of Town)			Each			1,500.00							
Housing Allowances (Out of Town)			Wks	275.00									
Living / Per Diem Allowances (Out of Town)			Wks	175.00									
Travel Allowance - President (Out of Town)			Trips			500.00							
Travel Allowance - Ops. Mgr. (Out of Town)			Trips			500.00							
Travel Allowance - Proj. Exec. (Out of Town)			Trips			500.00							
Add Line													
Subtotal													
Construction Documentation													
Construction Documents (Blueprint Rgnr.)		10.0	Sets			350.00	3,769					3,769	
Construction Documents (Cbr)			LS			75.00							
As-Built Documents		3.0	Sets			500.00	1,824					1,824	
CAD Generated As-Built Documents			LS			15,000.00							
PM Scheduling Software		33.0	Mos			195.00	6,968					6,968	
Construction Schedules (Color Copies)			Mos			50.00							
Project Reference Manuals		1.0	LS			1,500.00	1,824					1,824	
Digital Cameras			Each			250.00							
Video Cameras			Each			500.00							
Job Photos / Videos			Mos			325.00	11,610					11,610	
M/V in COW as GR Professional Aerial Photos		3.0	Mos										
Add Line													
Subtotal													
Health & Safety													
First Aid Kits (for Office Trailers)		2.0	Each			300.00	650					650	
First Aid Supplies (for Office Trailers)		3.0	Mos			200.00	7,145					7,145	





# TAB 7

MASTER PROJECT SCHEDULE



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
<b>CoRR OSP - Preconstruction Schedule</b>										
<b>Milestones</b>										
MSTONE-10	GMP Approval _ 3A.2 - Harrell Pkwy	420	280	17-Jul-24 A	27-Mar-26	33.33%	278	J	J	J
MSTONE-11	Construction Start _ 3A.2 - Harrell Pkwy	0	0	19-Feb-25	19-Feb-25	0%	28	J	J	J
MSTONE-10	Construction Start _ 3B - Tennis / Pickleball	0	0	19-Feb-25		0%	28	J	J	J
MSTONE-11	GMP Approval _ 3C - Rock'n River	0	0	19-Feb-25	19-Feb-25	0%	12	J	J	J
MSTONE-11	Construction Start _ 3C - Rock'n River	0	0	19-Feb-25	19-Feb-25	0%	3	J	J	J
MSTONE-11	GMP Approval _ 3C - Rec Center Complex	0	0	19-Feb-25	19-Feb-25	0%	3	J	J	J
MSTONE-11	Construction Start _ 3C - Rec Center Complex	0	0	19-Feb-25	19-Feb-25	0%	44	J	J	J
MSTONE-12	Substantial Completion _ 3C - Rock'n River	0	0	27-Mar-26*	27-Mar-26*	0%	3	J	J	J
<b>Early Procurement</b>										
Administration		180	35	17-Jul-24 A	08-Apr-25	80.56%	523	J	J	J
Submittals		0	0			0%	0	J	J	J
Procurement		180	35	17-Jul-24 A	08-Apr-25	80.56%	523	J	J	J
A5230	3A.1 - Harrell Pkwy Context Pedestrian Underpass Procure	160	0	17-Jul-24 A	23-Jan-25 A	100%		J	J	J
A5250	3A.1 - Harrell Pkwy Pedestrian Bridge Procurement	180	35	31-Jul-24 A	08-Apr-25	80.56%	523	J	J	J
<b>2 - Lakeview</b>										
Issues & Constraints		250	140	14-Oct-24 A	05-Sep-25	44%	16	J	J	J
Design		0	0			0%	0	J	J	J
Budgeting		0	0			0%	0	J	J	J
60% Lakeview Drawings		0	0			0%	0	J	J	J
GMP		0	0			0%	0	J	J	J
Pre-Construction		0	0			0%	0	J	J	J
Buy-Out and Contract Administration		0	0			0%	0	J	J	J
Construction		250	140	14-Oct-24 A	05-Sep-25	44%	16	J	J	J
LKW-129	Construction (See Lakeview Construction Schedule)	250	140	14-Oct-24 A	05-Sep-25	44%	16	J	J	J
<b>3A.1 - Harrell Pkwy, Lakeview Parking &amp; Apex Fields Relocation</b>										
Issues & Constraints		310	220	21-Oct-24 A	02-Jan-26	29.03%	20	J	J	J
Design		0	0			0%	0	J	J	J
Budgeting		0	0			0%	0	J	J	J
Package 3A.1 30% Drawings		0	0			0%	0	J	J	J
Package 3A.1 60% Drawings		0	0			0%	0	J	J	J

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
GMP		0	0			0%	0	J J	J J	J
Pre-Construction		0	0			0%	0			
Buy-Out and Contract Administration		0	0			0%	0			
Construction		310	220	21-Oct-24 A	02-Jan-26	29.03%	20			Construction
3A.1-140	Construction (See Harrell Parkway Construction Schedule)	310	220	21-Oct-24 A	02-Jan-26	29.03%	20			Construction (See Harrell Parkway)
3A.2 - Harrell Pkwy		138	95	08-Jan-25 A	02-Jul-25	31.16%	363			3A.2 - Harrell Pkwy
Issues & Constraints		0	0			0%	0			
Design		0	0			0%	0			
Budgeting		0	0			0%	0			
Package 3A.2 30% Drawings		0	0			0%	0			
Package 3A.2 60% Drawings		0	0			0%	0			
GMP		5	0	08-Jan-25 A	14-Jan-25 A	100%				GMP
A5370	CoRR provide approval for recommended subcontractors	5	0	08-Jan-25 A	14-Jan-25 A	100%				CoRR provide approval for recommended subcontractors
Pre-Construction		65	0	15-Jan-25 A	15-Apr-25 A	100%				Pre-Construction
Buy-Out and Contract Administration		25	0	15-Jan-25 A	18-Feb-25 A	100%				Buy-Out and Contract Administration
A2110	SG administer contracts to subcontractors for Package 3A.2	10	0	15-Jan-25 A	28-Jan-25 A	100%				SG administer contracts to subcontractors for Package 3A.2
A2120	Subcontractors review SG subcontract for Package 3A.2	5	0	29-Jan-25 A	04-Feb-25 A	100%				Subcontractors review SG subcontract for Package 3A.2
A2130	SG finalize and execute subcontract for Package 3A.2	5	0	05-Feb-25 A	11-Feb-25 A	100%				SG finalize and execute subcontract for Package 3A.2
A2140	Mobilization of preliminary subcontractors for Package 3A.2	5	0	12-Feb-25 A	18-Feb-25 A	100%				Mobilization of preliminary subcontractors for Package 3A.2
Submittals		40	0	19-Feb-25 A	15-Apr-25 A	100%				Submittals
A2150	**Submittals - Long lead materials for Package 3A.2 (Elec. e	40	0	19-Feb-25 A	15-Apr-25 A	100%				**Submittals - Long lead materials for Package 3A.2 (Elec. e
Procurement		0	0			0%	0			
Construction		95	95	19-Feb-25 A	02-Jul-25	0%	225			Construction
Northern Section		95	95	19-Feb-25 A	02-Jul-25	0%	225			Northern Section
A5290	Demolition of existing site elements	20	15	19-Feb-25 A	11-Mar-25	25%	28			Demolition of existing site elements
A5300	Underground utilities	40	40	19-Feb-25	15-Apr-25	0%	28			Underground utilities
A5320	Construct roadway and sidewalks	70	70	26-Mar-25	02-Jul-25	0%	225			Construct roadway and sidewalks
Southern Section		0	0			0%	0			
Mid Section		0	0			0%	0			
Punchlist / Closeout		0	0			0%	0			
3A.3 - Harrell Pkwy (Bridge)		101	23	14-Oct-24 A	21-Mar-25	77.23%	165			3A.3 - Harrell Pkwy (Bridge)

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
Issues & Constraints		0	0			0%	0	J	J	J
Design		101	23	14-Oct-24 A	21-Mar-25	77.23%	165	J	J	J
A2220	Development of Package 3A.3 100% Drawings	24	2	14-Oct-24 A	20-Feb-25	91.67%	14	Design		
A2230	SG receipt of Package 3A.3 100% Drawings (Target Date 11)	1	1	21-Feb-25	21-Feb-25	0%	14	Development of Package 3A.3 100% Drawing		
A2240	City review of Package 3A.3 100% Drawings	10	10	24-Feb-25	07-Mar-25	0%	165	SG receipt of Package 3A.3 100% Drawing		
A2250	Final plan revisions for Package 3A.3	10	10	10-Mar-25	21-Mar-25	0%	165	City review of Package 3A.3 100% Drawing		
Budgeting		0	0			0%	0	Final plan revisions for Package 3A.3		
Package 3A.3 30% Drawings		0	0			0%	0			
Package 3A.3 60% Drawings		0	0			0%	0			
GMP		6	6	24-Feb-25	03-Mar-25	0%	14	GMP		
A2330	SG provide constructability review comments on 100% Pack	5	5	24-Feb-25	28-Feb-25	0%	14	SG provide constructability review comments		
A2340	Conduct page flip meeting reviewing 100% Package 3A.3 d	1	1	03-Mar-25	03-Mar-25	0%	14	Conduct page flip meeting reviewing 100%		
Pre-Construction		0	0			0%	0			
Buy-Out and Contract Administration		0	0			0%	0			
Submittals		0	0			0%	0			
Procurement		0	0			0%	0			
Construction		0	0			0%	0			
3B - Tennis / Pickleball		75	40	08-Jan-25 A	15-Apr-25	46.67%	418	3B - Tennis / Pickleball		
Issues & Constraints		0	0			0%	0			
Design		0	0			0%	0			
Budgeting		0	0			0%	0			
Package 3B - Tennis / Pickleball 30% Drawings		0	0			0%	0			
Package 3B - Tennis / Pickleball 60% Drawings		0	0			0%	0			
GMP		0	0			0%	0			
Pre-Construction		60	20	08-Jan-25 A	18-Mar-25	66.67%	438	Pre-Construction		
Buy-Out and Contract Administration		20	0	08-Jan-25 A	04-Feb-25 A	100%		Buy-Out and Contract Administration		
A2850	SG administer contracts to subcontractors for Package 3B -	5	0	08-Jan-25 A	14-Jan-25 A	100%		SG administer contracts to subcontractors for Pa		
A2860	Subcontractors review SG subcontract for Package 3B - Tenn	5	0	15-Jan-25 A	21-Jan-25 A	100%		Subcontractors review SG subcontract for Pa		
A2870	SG finalize and execute subcontracts for Package 3B - Tenn	5	0	22-Jan-25 A	28-Jan-25 A	100%		SG finalize and execute subcontracts for Pa		
A2880	Mobilization of preliminary subcontractors for Package 3B - 1	5	0	29-Jan-25 A	04-Feb-25 A	100%		Mobilization of preliminary subcontractors fo		
Submittals		40	20	05-Feb-25 A	18-Mar-25	50%	438	Submittals		

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
A2890	Procurement	40	20	05-Feb-25 A	18-Mar-25	50%	438			
	Construction	0	0			0%	0			
A5590	Demolition of existing site elements	55	30	05-Feb-25 A	15-Apr-25	45.45%	12			
A5600	Earthwork / Pad Prep for Courts	10	0	05-Feb-25 A	18-Feb-25 A	100%				
	3B- Maintenance Area	45	30	19-Feb-25 A	15-Apr-25	33.33%	12			
	Issues & Constraints	57	30	06-Jan-25 A	01-Apr-25	47.37%	25			
	Design	0	0			0%	0			
	Budgeting	0	0			0%	0			
	Package 3B - Maintenance Area 30% Drawings	0	0			0%	0			
	Package 3B - Maintenance Area 60% Drawings	0	0			0%	0			
	Package 3B - Maintenance Area 90% Drawings	0	0			0%	0			
GMP		57	30	06-Jan-25 A	01-Apr-25	47.37%	25			
A3180	SG provide constructability review comments on 100% Pack	5	0	06-Jan-25 A	10-Jan-25 A	100%				
A3190	Conduct page flip meeting reviewing 100% Package 3B - M.	1	0	13-Jan-25 A	13-Jan-25 A	100%				
A3200	SG solicit 100% Package 3B - Maintenance Area for GMP	15	0	04-Feb-25 A	12-Feb-25 A	100%				
A3210	SG compile GMP for Package 3B - Maintenance Area from	4	0	13-Feb-25 A	18-Feb-25 A	100%				
A3220	SG submit GMP for Package 3B - Maintenance Area	1	0	19-Feb-25 A	19-Feb-25 A	100%				
A3230	Owner / Design Team review GMP for Package 3B - Mainte	5	5	19-Feb-25	25-Feb-25	0%	24			
A3240	SG review comments for Package 3B - Maintenance Area G	4	4	26-Feb-25	03-Mar-25	0%	24			
A3250	SG resubmit Package 3B - Maintenance Area GMP	1	1	04-Mar-25	04-Mar-25	0%	24			
A3260	Owner forward Package 3B - Maintenance Area GMP to Col	5	5	05-Mar-25	11-Mar-25	0%	24			
A5460	CoRR City Council approval process for Package 3B - Main	15	15	12-Mar-25	01-Apr-25	0%	25			
Pre-Construction		10	10	12-Mar-25	25-Mar-25	0%	24			
Buy-Out and Contract Administration		10	10	12-Mar-25	25-Mar-25	0%	24			
A3270	SG conduct buy-out meetings for preliminary scopes of work	10	10	12-Mar-25	25-Mar-25	0%	24			
Submittals		0	0			0%	0			
Procurement		0	0			0%	0			
Construction		0	0			0%	0			
3C - RockN River		310	280	08-Jan-25 A	27-Mar-26	9.68%	178			
Issues & Constraints		0	0			0%	0			

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
Design		0	0			0%	0	J	J	J
Budgeting		0	0			0%	0	J	J	J
Package 3C - Rock/N River 30% Drawings		0	0			0%	0			
Package 3C - Rock/N River 60% Drawings		0	0			0%	0			
GMP		0	0			0%	0			
Pre-Construction		65	35	08-Jan-25 A	08-Apr-25	46.15%	423			
Buy-Out and Contract Administration		25	0	08-Jan-25 A	11-Feb-25 A	100%				
A3710	SG administer contracts to subcontractors for Package 3C -	10	0	08-Jan-25 A	21-Jan-25 A	100%				
A3720	Subcontractors review SG subcontract for Package 3C - Rox	5	0	22-Jan-25 A	28-Jan-25 A	100%				
A3730	SG finalize and execute subcontracts for Package 3C - Rod	5	0	29-Jan-25 A	04-Feb-25 A	100%				
A3740	Mobilization of preliminary subcontractors for Package 3C - I	5	0	05-Feb-25 A	11-Feb-25 A	100%				
Submittals		40	35	12-Feb-25 A	08-Apr-25	12.5%	423			
A3750	**Submittals - Long lead materials for Package 3C - Rock/N	40	35	12-Feb-25 A	08-Apr-25	12.5%	423			
Procurement		0	0			0%	0			
Construction		280	280	19-Feb-25	27-Mar-26	0%	33			
A5950	Earthwork / Building Pads	90	90	19-Feb-25	25-Jun-25	0%	3			
A5960	Underground Utilities / MEP Rough-In	100	100	14-May-25	03-Oct-25	0%	3			
A5970	Concrete Foundations	60	60	11-Jul-25	03-Oct-25	0%	3			
A5980	Structural Steel	80	80	08-Sep-25	02-Jan-26	0%	3			
A6000	Masonry / Stucco	90	90	03-Nov-25	13-Mar-26	0%	43			
A6020	Finishes	60	60	17-Dec-25	13-Mar-26	0%	43			
A6060	Punchlist and Closeout / Commissioning	30	30	16-Feb-26	27-Mar-26	0%	3			
3C - Rec Center Complex - Site		55	30	20-Dec-24 A	01-Apr-25	45.45%	29			
Issues & Constraints		0	0			0%	0			
Design		0	0			0%	0			
Budgeting		0	0			0%	0			
Package 3C - Rec Center Complex - Site 30% Drawings		0	0			0%	0			
Package 3C - Rec Center Complex - Site 60% Drawings		0	0			0%	0			
GMP		40	5	20-Dec-24 A	11-Mar-25	87.5%	29			
A4090	Owner / Design Team review GMP for Package 3C - Rec Ce	5	0	20-Dec-24 A	14-Jan-25 A	100%				
A4100	SG review comments for Package 3C - Rec Center Comple	4	0	15-Jan-25 A	20-Jan-25 A	100%				

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
A4110	SG resubmit Package 3C - Rec Center Complex - Site GMP	1	0	21-Jan-25 A	21-Jan-25 A	100%		J	J	J
A4120	Owner forward Package 3C - Rec Center Complex - Site GA	5	0	22-Jan-25 A	28-Jan-25 A	100%		J	J	J
A5760	CoRR City Council approval process for Package 3C - Rec	30	0	29-Jan-25 A	13-Feb-25 A	100%		J	J	J
A5770	SG provide CoRR list of recommended priority subcontractors	1	0	14-Feb-25 A	14-Feb-25 A	100%		J	J	J
A5780	CoRR provide approval for recommended subcontractors	5	5	17-Feb-25 A	11-Mar-25	0%	29	J	J	J
Pre-Construction		45	30	29-Jan-25 A	01-Apr-25	33.33%	29	J	J	J
Buy-Out and Contract Administration		45	30	29-Jan-25 A	01-Apr-25	33.33%	29	J	J	J
A4130	SG conduct buy-out meetings for preliminary scopes of work	20	10	29-Jan-25 A	04-Mar-25	50%	29	J	J	J
A4140	SG administer contracts to subcontractors for Package 3C -	10	10	12-Mar-25	25-Mar-25	0%	29	J	J	J
A4150	Subcontractors review SG subcontract for Package 3C - Rec	5	5	26-Mar-25	01-Apr-25	0%	29	J	J	J
Submittals		0	0			0%	0	J	J	J
Procurement		0	0			0%	0	J	J	J
Construction		0	0			0%	0	J	J	J
3C - Rec Center Complex - Buildings		61	49	16-Dec-24 A	28-Apr-25	19.67%	99	J	J	J
Issues & Constraints		0	0			0%	0	J	J	J
Design		61	49	16-Dec-24 A	28-Apr-25	19.67%	99	J	J	J
A6290	Development of Package 3C - Rec Center Complex 90% D	38	20	16-Dec-24 A	18-Mar-25	47.37%	52	J	J	J
A6300	SG receipt of Package 3C - Rec Center Complex 90% Draw	1	1	19-Mar-25	19-Mar-25	0%	52	J	J	J
A6340	City review of Package 3C - Rec Center Complex 90% Draw	10	10	20-Mar-25	02-Apr-25	0%	99	J	J	J
A6350	Development of Package 3C - Rec Center Complex 100% I	18	18	03-Apr-25	28-Apr-25	0%	99	J	J	J
Budgeting		0	0			0%	0	J	J	J
Package 3C - Rec Center Complex - Buildings 30% Drawings		0	0			0%	0	J	J	J
Package 3C - Rec Center Complex - Buildings 60% Drawings		0	0			0%	0	J	J	J
GMP		21	21	20-Mar-25	17-Apr-25	0%	52	J	J	J
A6510	SG provide constructability review comments on 90% Package	5	5	20-Mar-25	26-Mar-25	0%	52	J	J	J
A6550	Conduct page flip meeting reviewing 90% Package 3C - Rec	1	1	27-Mar-25	27-Mar-25	0%	52	J	J	J
A6520	SG solicit 90% Package 3C - Rec Center Complex for GMP	15	15	28-Mar-25	17-Apr-25	0%	52	J	J	J
Pre-Construction		0	0			0%	0	J	J	J
Buy-Out and Contract Administration		0	0			0%	0	J	J	J
Submittals		0	0			0%	0	J	J	J
Procurement		0	0			0%	0	J	J	J

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Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	%	Total Float	2025	2026	2027
<b>Construction</b>										
3D - Multi-Purpose Center Expansion		118	55	10-Sep-24 A	06-May-25	53.39%	96	J	J	J
<b>Issues &amp; Constraints</b>										
		0	0			0%	0			
<b>Design</b>										
A4280	Development of Package 3D - Multi-Purpose Center Expansion	43	0	10-Sep-24 A	04-Feb-25 A	100%	96	J	J	J
A4290	SG Receipt of Package 3D - Multi-Purpose Center Expansion	1	0	05-Feb-25 A	05-Feb-25 A	100%				
A4300	City review of Package 3D - Multi-Purpose Center Expansion	10	0	06-Feb-25 A	19-Feb-25 A	100%				
A4310	Development of Package 3D - Multi-Purpose Center Expansion	25	25	02-Apr-25	06-May-25	0%	96			
<b>Budgeting</b>										
		39	30	06-Feb-25 A	01-Apr-25	23.08%	96			
<b>Package 3D - Multi-Purpose Center Expansion 30% Drawings</b>										
		0	0			0%	0			
<b>Package 3D - Multi-Purpose Center Expansion 60% Drawings</b>										
		39	30	06-Feb-25 A	01-Apr-25	23.08%	96			
A4450	SG provide constructability review comments on 60% Package	5	0	06-Feb-25 A	12-Feb-25 A	100%				
A4460	Conduct page flip meeting reviewing 60% Package 3D - Multi-Purpose	1	0	13-Feb-25 A	13-Feb-25 A	100%				
A4470	SG solicit 60% Package 3D - Multi-Purpose Center Expansion	15	15	14-Feb-25 A	11-Mar-25	0%	96			
A4480	SG compile pricing for 60% Package 3D - Multi-Purpose Center Expansion	4	4	12-Mar-25	17-Mar-25	0%	96			
A4490	SG submit budgetary pricing for 60% Package 3D - Multi-Purpose Center Expansion	1	1	18-Mar-25	18-Mar-25	0%	96			
A4500	Owner provide comments on 60% Package 3D - Multi-Purpose Center Expansion	5	5	19-Mar-25	25-Mar-25	0%	96			
A4510	SG revise 60% Package 3D - Multi-Purpose Center Expansion	5	5	26-Mar-25	01-Apr-25	0%	96			
<b>GMP</b>										
		0	0			0%	0			
<b>Pre-Construction</b>										
		0	0			0%	0			
<b>Buy-Out and Contract Administration</b>										
		0	0			0%	0			
<b>Submittals</b>										
		0	0			0%	0			
<b>Procurement</b>										
		0	0			0%	0			
<b>Construction</b>										
		0	0			0%	0			
<b>3D.1 - Far Eastern Fields</b>										
		0	0			0%	0			
<b>3D.2 - Middle Fields / Aux Building</b>										
		0	0			0%	0			
<b>3D.3 - Far Western Fields / Club House</b>										
		0	0			0%	0			
<b>Overall 3D</b>										
		0	0			0%	0			

Start Date: 15-Jan-24  
Finish Date: 08-Mar-27  
Data Date: 19-Feb-25  
Run Date: 19-Feb-25

Actual Work  
Remaining Work  
Critical Remaining Work

Milestone  
Summary  
Level of Effort

## CoRR OSP - Preconstruction Schedule

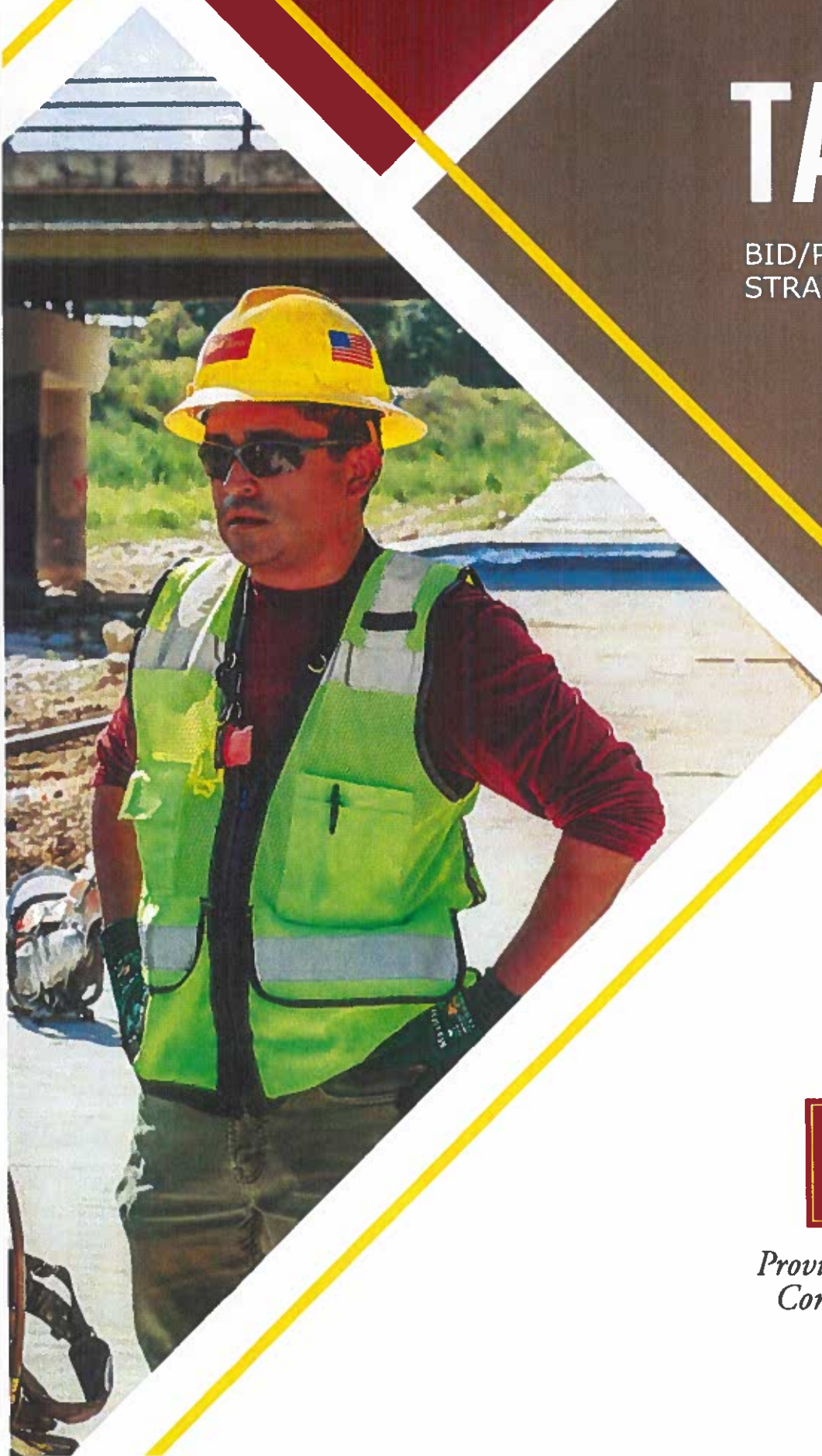
.WBS Layout - All Activities  
Page 7 of 7

SpawGlass



# TAB 8

BID/PROPOSAL PACKAGE  
STRATEGY



**SpawGlass**

*Providing the Absolute Best  
Construction Experience*





## **Bid Proposal Package Strategy**



**City of Round Rock – Old Settler’s Park Build Out  
Package 3B – Maintenance Yard 100% CD Drawings  
3300 E Palm Valley Blvd Round Rock, TX 78665**

### **Long Lead Time Equipment and Material**

PEMB’s would be the only long lead item at this time.

### **Construction Document Packages**

Multiple packages will not be required to satisfy material procurement and/or drawing development.

### **Proposal Package Strategy**

The project will be advertised for proposals from suppliers, subcontractors, and vendors for all major features of work. Proposals shall be received via mail, email, courier, or hand delivered from subcontractors and suppliers. Any addendums that may be required will be issued one week prior to receiving proposals.

The respondents will be evaluated on the subcontractors' ability to perform the work. Subcontractors will be recommended based on their company’s personnel and corporate qualifications. SpawGlass will recommend the best value supplier and/or subcontractor to the Owner for concurrence prior to negotiating their contract.

# SpawGlass

*Providing the Absolute Best  
Construction Experience*



SpawGlass Contractors, Inc.

1111 Smith Road  
Austin, TX 78721  
512-719-5251

[SpawGlass.com](http://SpawGlass.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Adams Risk Management Services, LLC Adams Insurance Service, Inc. 1111 North Loop W, Suite 600 Houston TX 77008	<b>CONTACT NAME:</b> Mirta Tamez <b>PHONE (A/C, No, Ext):</b> (713) 869-8346 <b>E-MAIL ADDRESS:</b> mtamez@adamsins.com <b>FAX (A/C, No):</b> (713) 869-9144												
<b>INSURED</b> SpawGlass Contractors, Inc. 1111 Smith Road Austin, TX 78721	<b>INSURER(S) AFFORDING COVERAGE</b> <table><tr><td><b>INSURER A:</b> American Contractors Insurance Co. RRG</td><td><b>NAIC #</b> 12300</td></tr><tr><td><b>INSURER B:</b> ACIG Insurance Company</td><td>19984</td></tr><tr><td><b>INSURER C:</b> Valley Forge Insurance Company</td><td>20508</td></tr><tr><td><b>INSURER D:</b> The Continental Insurance Company</td><td>35289</td></tr><tr><td><b>INSURER E:</b> Travelers Lloyds Insurance Company</td><td>41262</td></tr><tr><td><b>INSURER F:</b> XL Insurance America, Inc.</td><td>24554</td></tr></table>	<b>INSURER A:</b> American Contractors Insurance Co. RRG	<b>NAIC #</b> 12300	<b>INSURER B:</b> ACIG Insurance Company	19984	<b>INSURER C:</b> Valley Forge Insurance Company	20508	<b>INSURER D:</b> The Continental Insurance Company	35289	<b>INSURER E:</b> Travelers Lloyds Insurance Company	41262	<b>INSURER F:</b> XL Insurance America, Inc.	24554
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<b>INSURER E:</b> Travelers Lloyds Insurance Company	41262												
<b>INSURER F:</b> XL Insurance America, Inc.	24554												

**COVERAGES****CERTIFICATE NUMBER:** 502582730**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG <input type="checkbox"/> OTHER	Y Y	GL24ABC00046	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BUA7033775896	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y Y	CUE7034067095	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N A	WCA000008324	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	CONTRACTORS EQUIPMENT BUILDERS RISK (BROAD FORM)		QT-630-7625B35-0-TLC-24 US00116369CA24A	6/1/2024 6/1/2024	6/1/2025 6/1/2025	LEASED/RENTED PROJECT AMOUNT SEE PAGE 2 SEE BELOW \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment Continued:  
Per Item: \$1,500,000 Aggregate: \$3,000,000

The Automobile policy includes the following endorsements: 1) CNA63359- Blanket Additional Insured as required by written contract executed prior to the bodily injury or property damage. 2) CNA63359-Blanket Waiver of Subrogation as required by written contract executed prior to the bodily injury or property damage. 3) CNA63359 & CNA71527 - Primary Non-Contributory basis only when required by a written contract prior to Accident or Loss. 4) CNA68021 - Notice of Cancellation - 30 days blanket as required by written contract.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Round Rock  
221 East Main Street  
Round Rock TX 78644

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Adams Risk Management Services, LLC		NAMED INSURED SpawGlass Contractors, Inc. 1111 Smith Road Austin, TX 78721	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability policy includes the following endorsements: 1) 1170 - Additional Insured-Automatic Status as required by Contract - Blanket - Who is an insured is amended to include as Additional Insured any person or organization when you have agreed in a written contract that such person or organization be added as an additional insured on your policy. The endorsement also provides for the coverage to apply on a primary and non-contributory basis for ongoing and completed operations when required by written contract. 2) 205 - Blanket Waiver of Subrogation when required in a written contract or agreement. 3) 336 - Notice of Cancellation, Nonrenewal or Material Change- 30 days blanket as required by written contract. 4) 9 - Aggregate Limits of insurance Per Project.

The Workers' Compensation policy includes the following endorsements: 1) WC990304 - Waiver of Subrogation - Blanket waiver for any person or organization for whom the named insured has agreed in a written contract to furnish the waiver. 2) WC420601 - Notice of Cancellation - 30 days blanket as required by written contract.

The Umbrella/Excess Liability policy applies in excess and follows form of the underlying General Liability, Automobile Liability and Employers Liability policies above including the terms of any additional insured, waiver of subrogation and 30 day notice of cancellation endorsements. The policy follows the terms and conditions of such underlying policies unless they are inconsistent with the terms of the policy.

The Equipment Floater policy includes a Blanket Automatic Loss Payee Endorsement CMU618 that provides Loss Payee status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Re. Project: Old Settler's Park Buildout, Package 3B - Maintenance Yard 100% CD Drawings, 3300 E. Palm Valley Blvd., Round Rock, TX 78665  
Project Amount: \$2,181,620.00

# ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

1170

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
  2. Unless specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf.
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
  4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
    - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
    - b) Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
  5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
  6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
  7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass

Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass

Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group

## NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

### SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass  
Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group

## **AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is hereby understood and agreed the General Aggregate Limit under Section III, Limits of Insurance of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Policy Effective: 6/1/2024

Policy No.: GL24ABC00046

Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass  
Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company: American Contractors Insurance Company Risk Retention Group



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.



**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.





**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are ~~not an individual, to any of your executive officers or partners or your insurance manager.~~

**B. Transfer Of Rights Of Recovery Against Others To Us**

~~The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:~~

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not ~~prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.~~

**D. Other Insurance**

~~The following is added to Section IV, Paragraph B.5.:~~

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

Section V. paragraph C. is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

SpawGlass Contractors, Inc., SpawGlass Construction Corp.,  
SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Form No: CNA68021XX (02-2013)  
Underwriting Company: Valley Forge Insurance Company

Policy No: BUA 7033775896  
Policy Effective Date: 06/01/2024



**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)  
Underwriting Company: Valley Forge Insurance Company  
Insured: SpawGlass Contractors, Inc., SpawGlass Construction Corp.,  
SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Policy No: BUA 7033775896  
Policy Effective Date: 06/01/2024

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver. This waiver does not extend to the statutory right of reimbursement from a claimant who recovers any amount under Section 417.002 of the Texas Labor Code.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

## Schedule

1. ☐ Specific Waiver  
Name of person organization
- ☒ Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. This waiver does not extend to the statutory right of reimbursement under Section 417.002 of the Texas Labor Code.
2. Operations: CONSTRUCTION AND RELATED CONSTRUCTION RELATED WORK  
ALL TEXAS OPERATIONS
3. Premium:  
The premium charge of this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0
5. Advance Premium: \$0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2024

Policy No. WCA000008324

Insured SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil Construction, Inc.,  
Westland Equipment and Supplies, LLC

Carrier Name/Code: ACIG Insurance Company



## TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

## Schedule

## 1. Number of days advance notice:

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

## 2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024

Policy No. WCA000008324

Insured SpawGlass Contractors, Inc., SpawGlass Construction Corp.,

Premium \$

SpawGlass Civil Construction, Inc., Westland Equipment and Supplies, LLC

Insurance Company ACIG Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET LOSS PAYEES**

This endorsement modifies insurance provided under the  
COMMERCIAL INLAND MARINE COVERAGE PART

The following is added to Section E – ADDITIONAL  
COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered  
Property in which both you and a Loss Payee share  
an insurable interest, we will:

**a.** Adjust the loss or damage with you; and

**b.** Pay any claim for loss or damage jointly to you  
and the Loss Payee as your interests may  
appear.

This endorsement applies to all Covered Property for  
which a Loss Payee is on file with us or your  
insurance agent or insurance broker.

SpawGlass Contractors, Inc., SpawGlass Construction Corp., SpawGlass Civil  
Construction, Inc., Westland Equipment and Supplies, LLC

Travelers Property & Casualty Co.  
Policy No. QT-630-7625835-0-TLC-24