

**TEXAS A&M UNIVERSITY
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made this 18 day of November, 2019 between Dresser-Rand, hereinafter called the "Contractor," and Texas A&M University, hereinafter called the "Owner." Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Contract Documents.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I
SCOPE OF WORK**

The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents entitled: CHILLER 008 STEAM TURBINE REPAIR
Prepared by: TEXAS A&M UTILITIES & ENERGY SERVICES

**ARTICLE II
TIME OF COMPLETION**

The Contractor shall begin Work on the date indicated in the Notice to Proceed to be issued by the Owner. The Work to be performed under the Contract shall be substantially completed in 154 **consecutive calendar days**, and shall be fully and finally completed within thirty (30) days thereafter.

**ARTICLE III
THE CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the **Contract Award Amount** of Five Hundred Eight thousand, three hundred sixty-five dollars and Sixty-Four Cents (\$508,365.64).

ARTICLE IV PROGRESS PAYMENTS

The Owner shall make periodic payments as approved by the Owner in accordance with the Contract Documents.

ARTICLE V ACCEPTANCE AND FINAL PAYMENT

Final payment shall be made after final acceptance of the Work, provided the Work is fully completed and the Contract fully performed as provided in the Contract Documents.

ARTICLE VI LIENS

No mechanic, contractor, subcontractor, supplier or other person can or will contract for or in any manner have or acquire any lien upon the buildings or works covered by the Contract, or the land upon which the same is situated.

ARTICLE VII THE CONTRACT DOCUMENTS

The Bid Terms and Conditions with Supplement, the General and Special Conditions, the Specifications, the Drawings, the Addenda issued prior to this Agreement, the Historically Underutilized Business (HUB) Subcontracting Plan, this Agreement, and, to the extent not inconsistent with the foregoing documents, the Contractor's Technical Proposal (including any unit prices stated therein), form the Contract Documents. This Agreement supersedes all prior agreements, written or oral, between the Contractor and the Owner and shall constitute the entire agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the Owner and the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TEXAS A&M UNIVERSITY
(THE OWNER)

CONTRACTOR

Federal Tax I.D. No. 20-1780492

By _____
Executive Vice President for Finance and
Chief Financial Officer

By _____
(Signature)

Jerry R. Strawser

KEVIN MCGRAW
(Print or Type Name)

Date 11/12/19

Date 11/18/19



ROBERT MAYER
11/18/19