MEMORANDUM OF AGREEMENT

PERTAINING TO AGGIEBUY PURCHASE ORDER AB0324842 FOR THE FY2017 THERMAL CAPITAL PROJECT, ON THE CAMPUS OF TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS

This Agreement, made this 11th day of September, 2017 by and between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas hereinafter referred to as the Owner, and Garrett Mechanical, Inc. hereinafter referred to as the Contractor, pertains to all items covered by Texas A&M AggieBid #241493, the TAMU Purchase Order in the AggieBuy System, together with all the specifications, documents and Terms and Conditions which are hereby agreed to by Contractor and incorporated herein.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by Owner, Contractor and Owner agree to the following terms:

1. Contractor shall provide, at Contractor’s own proper cost and expense, all material, labor and equipment necessary for the FY2017 Thermal Capital Project and as designated on the tabulation of bids and resolution of award as shown on the face of the Purchase Order for the sum of Seven Million, Seven Hundred Two Thousand, Two Hundred and Sixty One Dollars & Zero Cents ($7,702,261.00)

2. Contractor agrees that the General and Special Conditions as stated in the attached Appendix A, the printed or written explanatory matter thereof, Scope of Work and Contractor Requirements, and specifications, as stated in Invitation-to-Bid #241493, Item Number 1, Alternate #2 and Alternate #3, are all made a part hereof and collectively evidence and constitute the pending Texas A&M University Purchase Order. Contractor and Owner have reviewed and agreed to revisions to these terms, a copy is attached for reference.

3. Contractor agrees to be responsible for the timely payment of all costs and expenses incurred in the performance of this Agreement and for the payment of all applicable income and self-employment taxes.

4. Contractor agrees to provide the services covered by the Pending Purchase Order and Agreement, in the time period agreed upon by the TAMU Designee and Contractor.

5. It is further agreed that Contractor will provide Owner Certificates of Insurance as required in the specifications prior to beginning work on campus.
6. Contractor hereby agrees that no mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any materials covered by this Purchase Order and Memorandum of Agreement.

7. Contractor indemnifies and holds harmless Texas A&M University for any actions, causes of action, or claim that may be alleged or asserted by any party arising out of utilization of Contractor's products and/or services.

8. Contractor must comply with all Texas A&M University's rules and regulations, and all applicable federal, state and local environmental laws and regulations. This agreement shall be construed and governed in accordance with the laws of the State of Texas.

9. Contractor shall submit one copy of an itemized invoice showing order number and agency purchase order number. Owner will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

10. Contractor agrees to protect and indemnify Owner from claims involving infringement of patents or copyrights.

11. Contractor hereby assigns to Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

12. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

13. A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

14. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.
15. Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

16. If Contractor is a taxable entity subject to Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Contractor is exempt from the payment of franchise (margin) taxes.

17. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

18. Contractor agrees that in accordance with Section 2155.441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

19. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Owner shall be in the county in which the primary office of the chief executive officer of Owner is located.

20. Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Owner will issue written notice to Contractor and Owner may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of Owner.

21. Contractor understands that acceptance of funds under this agreement constitutes acceptance of the authority of the Texas State Auditor’s Office or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

22. By executing and/or accepting this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (TAMUS) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part TAMU or TAMUS, has direct or indirect financial interest in the award of this
Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

23. Insurance.
Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Disease/Employee</td>
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<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for Texas A&M University. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

B. Automobile Liability
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability
Each Occurrence Limit $1,000,000
General Aggregate Limit $2,000,000
Products / Completed Operations $1,000,000
Personal / Advertising Injury $1,000,000
Damage to rented Premises $300,000
Medical Payments $5,000
The required commercial general liability policy will be issued on a form that insures Vendor’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the following as additional insured: Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University Attn: Insurance Services
1182 TAMU
College Station, TX 77843-1182

D. Vendor will deliver to Texas A&M University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker’s compensation and employer’s liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Vendor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include ongoing and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by Vendor under this Agreement. Vendor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.

24. Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
25. Vendor expressly acknowledges that Owner is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Owner of its right to claim such exemptions, privileges, and immunities as may be provided by law.

26. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and laws of the State of Texas.

27. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. Owner and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Owner: Texas A&M University
Department of Procurement Services
P.O. Box 30013
College Station, TX 77843-3013
Attention: Clyde Oberg
Phone: 979-845-1042
Fax: 979-845-8171
E-mail: eo@tamu.edu

Contractor: Garrett Mechanical
424 Marino Road
Bryan, TX 77808
Attn: Matt Garrett
Phone: 979-778-3279
E-mail: mattgaret@garrettmechanical.com

28. Contractor acknowledges and understands that Section 2252.901, Texas Government Code, prohibits Owner from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Agreement, Contractor certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

29. Contractor acknowledges that, because Owner is an agency of the State of Texas, liability for the tortuous conduct of the agents and employees of Owner or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that
Worker's Compensation Insurance coverage for employees of Owner is provided by owner as mandated by the provisions of Chapter 502, *Texas Labor Code*. Owner shall have the right, at its option, to (a) obtain liability insurance protecting Owner's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by Owner as a result of its operations under this Agreement.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first written above.

Texas A&M University  
Owner  
By: ____________________________  
Jerry R. Strawser  
Executive Vice President and  
Chief Financial Officer  

Garrett Mechanical  
Contractor  
By: ____________________________  
(Signature)  
(Typed or printed name)  
(Title of signer)
APPENDIX A

GENERAL AND SPECIAL CONDITIONS
FY17 THERMAL CAPITAL PROJECT
TAMU AggieBuy Purchase Order #AB0324842

Note: Texas A&M University will be referred to as Texas A&M throughout the General and Special Conditions.

1.0 PROJECT COORDINATOR

1.1 The Project Coordinator/Owner's Representative for this project will be Brian Brummit from Texas A&M's Department of Utilities & Energy Services. Mr. Brummit may be contacted by dialing 979-458-2187 or by e-mailing correspondence to brianbrummit@tamu.edu.

1.2 Garrett Mechanical, Inc., subsequently referred to as Contractor, shall provide sufficient, safe, and proper facilities at all reasonable times for the observation and/or inspection of the work by the Texas A&M Project Coordinator/Owner's Representative who will make periodic visits to the site to inspect the progress and quality of the work and to determine if the work is proceeding in accordance with the Summary of Work, Project Requirements, Drawings, and Specifications.

2.0 INSURANCE:

2.1 The Contractor shall not commence work until all of the insurance specified in APPENDIX B has been obtained and certificates of such insurance in force have been filed with and accepted by Texas A&M. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas A&M shall not relieve or decrease the liability of the Contractor.

2.2 Unless otherwise specified, the Contractor shall provide and maintain, until the work included in this bid invitation is completed and accepted by Texas A&M, the minimum insurance coverages outlined in APPENDIX B.

3.0 BONDS:

3.1 Should the Contractor fail to execute and return the Memorandum of Agreement within ten (10) days after the date of transmittal to the Contractor for that purpose, the Bid Guarantee which was submitted by the Contractor shall become the property of Texas A&M, not as a penalty but as liquidated damages.

3.2 Payment Bonds: Should the Contractor fail to execute and return the required Payment
Bond within ten (10) days after the date of transmittal to the Contractor for that purpose, the Bid Guarantee which was submitted by the Contractor shall become the property of Texas A&M, not as a penalty but as liquidated damages.

3.2.1 The Payment Bond in the full amount of the Purchase Order shall be executed and furnished by the Contractor for the protection of all claimants supplying labor, equipment, and materials in the performance of the work.

3.2.2 The only form of surety acceptable as a Payment bond is a surety or blanket bond from a company chartered or authorized to do business in the State of Texas, on the form provided by the Texas A&M University System (Payment form C-6B), copy attached. The Bond shall contain an embossed seal by a Surety(ies).

3.2.3 The Payment Bond shall have attached a valid Power-of-Attorney issued by the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.

3.2.4 The Payment Bond shall remain in force until expiration of the construction guaranty which extends for a period of one year after final acceptance of the related project by Texas A&M.

3.3 Performance Bonds: Should the Contractor fail to execute and return the required Performance Bond within ten (10) days after the date of transmittal to the Contractor for that purpose, the Bid Guarantee which was submitted by the Contractor shall become the property of Texas A&M, not as a penalty but as liquidated damages.

3.3.1 The Performance Bond in the full amount of the Purchase Order shall be executed and furnished by the Contractor as a guaranty that the scope of work will be performed faithfully and that Texas A&M and the State of Texas will be saved harmless from all costs and damages which Texas A&M and the State of Texas may suffer by reason of the Contractor’s default or failure to perform the work.

3.3.2 The only form of surety acceptable as a Performance Bond is a surety or blanket bond from a company chartered or authorized to do business in the State of Texas, on the form provided by the Texas A&M University Systems (Performance Form C-6A), copy attached. The Bond shall contain an embossed seal by a Surety(ies).

3.3.3 The Performance Bond shall have attached a valid Power-Of-Attorney issued by the Surety, signed and sealed with the corporate embossed seal, authorizing the agent who signs the bond to commit the Surety to the terms of the bond, and stating the limit on the face of the Power-Of-Attorney, if any, in the total amount for which the agent is empowered to issue a single bond.

3.3.4 The Performance Bond shall remain in force until expiration of the construction
guaranty which extends for a period of one year after final acceptance of the related project by Texas A&M.

4.0 WARRANTY:

4.1 Contractor's General Warranty and Guarantee. Contractor warrants to the Owner that all Work is executed in accordance with the Contract, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. The Contractor further warrants that unless otherwise specified, all materials and equipment incorporated in the Work under the Contract are new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract, and to accept a reduction in the Contract Sum for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute and is not waived by any inspection or observation by the Owner, A/E or others, by making any progress payment or final payment, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.

4.2 Warranty Period. Except as may be otherwise specified or agreed, the Contractor shall repair all defects in materials, equipment, or workmanship appearing within one year from the date of Substantial Completion of the Work. If Substantial Completion occurs by phase, then the warranty period for that particular Work begins on the date of such occurrence, or as otherwise stipulated on the Certificate of Substantial Completion for the particular Work.

4.3 Limits on Warranty. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

4.3.1 Modification or improper maintenance or operation by persons other than Contractor, Subcontractors, or any other individual or entity for whom Contractor is responsible, unless Owner is compelled to undertake maintenance or operation due to the neglect of the Contractor.

4.3.2 Normal wear and tear under normal usage after acceptance of the Work by the Owner.

4.4 Events Not Affecting Warranty. Contractor's obligation to perform and complete the Work in a good and workmanlike manner in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

4.4.1 Observations by Owner and/or A/E;

4.4.2 Recommendation to pay any progress or final payment by A/E;

4.4.3 The issuance of a Certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

4.4.4 Use or occupancy of the Work or any part thereof by Owner;

4.4.5 Any acceptance by Owner or any failure to do so;
Appendix A – Page 4

4.4.6 Any review of a Shop Drawing or Sample submittal;
4.4.7 Or any inspection, test or approval by others.

4.5 Separate Warranties. If a particular piece of equipment or component of the Work for which the Contract requires a separate warranty is placed in continuous service before Substantial Completion, the Warranty Period for that equipment or component will not begin until Substantial Completion, regardless of any warranty agreements in place between suppliers and/or Subcontractors and the Contractor. The ODR will certify the date of service commencement in the Certificate of Substantial Completion.

4.5.1 In addition to the Contractor's warranty and duty to repair, the Contractor expressly assumes all warranty obligations required under the Contract for specific building components, systems and equipment.

4.5.2 The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or Subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract, the Contractor remains liable to the Owner on all elements of the required warranty not provided by the assigned warranty.

4.6 Correction of Defects. Upon receipt of written notice from the Owner, or any agent of the Owner designated as responsible for management of the Warranty Period, of the discovery of a defect, the Contractor shall promptly remedy the defect(s), and provide written notice to the Owner and designated agent indicating action taken. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor fails to remedy within 30 days, or within another period agreed to in writing, the Owner may correct the defect and be reimbursed the cost of remedying the defect from the Contractor or its Surety.

5.0 PREVAILING WAGE:

5.1 The Contractor will be required to pay not less than the wage scale of the various classes of labor as shown in the current Texas A&M University System prevailing wage schedule for Brazos County.

5.2 The specified rates are minimum rates only and Texas A&M will not consider any claims for additional compensation made by any Contractor or Subcontractor(s) because of payment by the Contractor or Subcontractor(s) of any wage rates in excess of the applicable minimum rates contained in the Schedule.

6.0 HISTORICALLY UNDERUTILIZED BUSINESSES

6.1 It is the policy of the State of Texas, Texas Building and Procurement Commission, Texas A&M University System, Texas A&M and the Department of Procurement Services to ensure equal opportunity for Historically Underutilized Businesses (HUBs) in prime contracts, subcontracts and purchasing transactions. Texas A&M initiatives and State law mandate that the Department of Procurement Services assist our prime contractors and core suppliers to
achieve these ends through race, ethnic, and gender-neutral means. The goal of the HUB Subcontracting Plan (HSP) is to promote full and equal business opportunity for all businesses in Texas A&M contracting and purchasing.

7.0 DISPUTE RESOLUTION:

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

8.0 SUBMITTAL REQUIREMENTS:

8.1 INSURANCE: The Contractor will be required to provide proof of insurance according to the attached schedule (APPENDIX B) prior to beginning any work on the TAMU campus. Refer to Section 2.0.

8.2 Bonds: The contractor will provide as soon as possible the required Payment & Performance Bonds (on the TAMU Bond Forms) prior to beginning any work on the TAMU campus. Refer to Section 3.0.

8.3 Memorandum of Agreement: A fully executed MOA shall be in place. Upon receipt and acceptance of Insurance, Bonds and the MOA, a Notice To Proceed will be issued to the Contractor to begin work.

8.4 All submittals must be delivered or mailed to:

   Clyde Oberg
   Department of Procurement Services
   Texas A&M University
   Agronomy Road
   P.O. Box 30013
   College Station, TX 77842-3013

9.0 PARKING ON THE TEXAS A&M CAMPUS:

9.1 All vehicles parked on the Texas A&M campus must properly display a valid Texas A&M parking permit.

9.2 The Texas A&M Department of Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.
9.3 The **Contractor** will be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations. The telephone number for Transportation Services is (979) 845-9700.

**10.0 PROJECT COMPLETION TIME:**

10.1 **THE SPECIFIED TIME PERIOD FOR COMPLETING THIS PROJECT WORKSCOPE IS to be determined by the TAMU Designee and the Contractor.**

10.2 Access to the jobsite will be as scheduled by Project Coordinator and the Facility Proctor during this time period.