

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

THIS AGREEMENT is made this 31st day of October, 2016 between K-W Construction, Inc., hereinafter called the "Contractor," and the Board of Regents of The Texas A&M University System, hereinafter called the "Owner." Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Owner's current Uniform General and Supplementary Conditions (UGSC).

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: Commons Building Renovation-Food Service
Prepared by: Barnes Gromatzky Kosarek Architects

**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 by 145 consecutive calendar days plus any extended days approved by the Owner, in accordance with the UGSC, and shall be fully and finally completed within thirty (30) days thereafter. For each consecutive calendar day after the date of Substantial Completion, plus any extensions of time granted by Change Order, that the Work is not substantially completed, Contractor shall pay to Owner liquidated damages in accordance with the UGSC.

**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 sum of Two Million, Four Hundred Eighty-Nine Thousand and no/100 (\$2,489,000.00).

Contract Award Amount

Base Bid	\$2,260,000.00
Alternate No. 2A	\$ 172,000.00
Alternate No. 2B	\$ 57,000.00
Total	\$2,489,000.00

ARTICLE IV PROGRESS PAYMENTS

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

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 UGSC.

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.

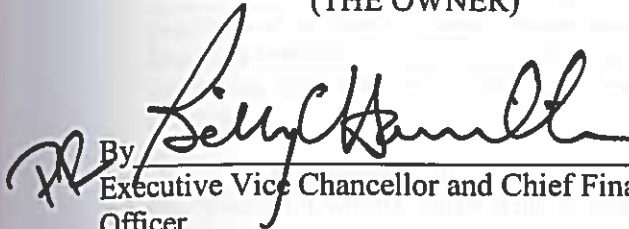
ARTICLE VII THE CONTRACT DOCUMENTS

The UGSC, the Special Conditions, the Specifications, the Drawings, the Addenda issued prior to this Agreement, the Change Orders issued after 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.

BOARD OF REGENTS OF
THE TEXAS A&M UNIVERSITY SYSTEM
(THE OWNER)

K-W CONSTRUCTION, INC.
(CONTRACTOR)

By 
Executive Vice Chancellor and Chief Financial
Officer

Federal Tax I.D. No. Redacted


By 
(Signature)

Date 10/31/16

ELAINE DAIGLE THOMAS
(Print or Type Name)
PRESIDENT

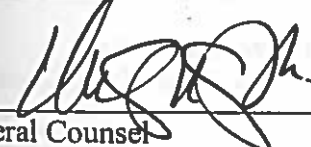
Date OCTOBER 25, 2016

APPROVAL RECOMMENDED:


Executive Director
Office of Facilities Planning & Construction

Date 10. 31. 2016.

APPROVED AS TO FORM:


General Counsel

Date 10/21/2016