

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, 2016, by and between
F&W Electrical Contractors, Inc. a Corporation
organized and existing under the laws of the State of Texas hereinafter called the
"Contractor", and CITY OF KILLEEN, hereinafter called the "Owner".

W I T N E S S E T H:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **REIL INSTALLATION** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal subject to additions, and deductions as provided in the General Provisions

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) consecutive calendar days thereafter (except as modified in accordance with the General Provisions of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in General Provisions of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Executed Contract
- b. Addenda (if any)
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. Statement of Bidder's Qualifications
- g. Bidder's Checklist of Required Items
- h. City of Killeen Terms and Conditions
- i. Performance and Payment Bonds
- j. General Provisions
- k. Special Provisions
- l. Technical Specifications
- m. Drawings
- n. Certificates of Insurance and Insurance Policies

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Texas, and shall comply with applicable state laws.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first written.

ATTEST: Cardyn Kiobassa
Cardyn Kiobassa

F&W Electrical Contractors, Inc.
(Contractor)
By Carla S. Hild
Carla S. Hild

Title: CFO

6880 US Hwy 181 N
(Street)

Floresville, TX 78114
(City)

(Owner)

ATTEST: _____ By _____

(Print the names underneath all signatures) Title: _____