

SECTION 010600

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and between Unified Services of Texas, a Corporation organized and existing under the laws of the State of Texas hereinafter called the "Contractor", and City of Killeen, hereinafter called the "City", and Bell County, Texas, hereinafter referred to as "County."

W I T N E S S E T H:

That the Contractor, City, and the County 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 **Security Surveillance Improvements at Robert Gray Army Airfield** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The County 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 Price Proposal subject to additions, and deductions as provided in the Section entitled "CHANGES IN THE WORK" under GENERAL PROVISIONS. Costs incurred under this Contract shall be considered costs incurred by the County.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the City of a "Notice to Proceed" and to complete the work within one hundred eighty (180) consecutive calendar days thereafter (except as modified in accordance with the GENERAL CONDITIONS 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 City, 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. Addendas 1 through 3
- c. Request for Proposals
- d. Instructions to Proposers
- e. Price Proposal
- f. Statement of Proposer's Qualifications
- g. Proposer's Checklist of Required Items
- h. City of Killeen Terms and Conditions
- i. Performance and Payment Bonds
- j. General Conditions
- k. Special Conditions
- l. Technical Specifications
- m. Project Plan 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 City, authorized to do business in the State of the Project, 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.

UNIFIED SERVICES OF TEXAS (Contractor)

CITY OF KILLEEN (City)

By: _____

By: _____

Name: _____

Name: Ronald L. Olson

Title: _____

Title: City Manager

Date: _____

Date: _____

Attest: _____

Attest: _____

BELL COUNTY (C)

By: _____

Name: _____

Title: County Judge

Date: _____

Attest: _____

END OF SECTION



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Addendum No. 3

**Security Surveillance Improvements at Robert Gray Army Airfield
City of Killeen RFP No. 19-10**

This addendum shall be a part of the Plans, Contract Documents and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents and Specifications with which it might conflict.

Note: This Contract Addendum was included after the proposal closing time, but made part of the contract documents to reflect negotiations with the selected proposer.

Addenda:

Price Proposal and Scope Reductions

1. The Price Proposal has been revised and is attached to this addendum based on mutual agreements during negotiations between the owner and the contractor. Some unit prices have been reduced and some quantities have been reduced or eliminated.
2. For field network switches, it is agreed that the Ubiquiti switches will be acceptable and are reflected in the pricing. For the core access and core fiber switches, Cisco will be acceptable and are reflected in the pricing.
3. Included with the price reductions, the owner has allowed modifications to the Non-Encased Electrical Duct detail 3 on Sheet E-503 to use native backfill instead of crushed aggregate backfill and allow a minimum of 18 inches of cover over the conduit instead of 24 inches.
4. The agreed pricing reflects changing the 100% spare fiber termination requirement to 20%.

Attachments:
Revised Price Proposal