

CONTRACT

THIS AGREEMENT made this _____ day of _____, _____, by and between NNAC 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 project labeled, **“Hangar Door Replacement at Skylark Airfield”** in strict accordance with the information stipulated in 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 as stipulated in the Bid Proposal documents.

ARTICLE 3. Contract Time. The Contractor agrees to execute the contract agreement in accordance with the accepted bid within ten (10) calendar days of the dated written “Notice of Award”. After receiving the Notice to Proceed the contractor shall complete the work within the time limits stated in the contract documents (Article 4.d.vi -Bid Form). The Contractor shall refer to the contract document (Article 4.d.vi -Bid Form) for time allotted for construction of each phase. 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. Invitation to Bid package (21-22)
 - i. Instructions to Bidders
 - ii. Payment Bond
 - iii. Performance Bond (N/A)
 - iv. City of Killeen Terms and Conditions
 - v. Project Specifications
 - vi. Completed Bid Form and Signed Addendum Forms
 - vii. Conflict of Interest Questionnaire
 - viii. Buy American Certification Form
- e. General Provisions- FAA
- f. Special Provisions- FAA
- g. 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. If responses to Requests for Information (RFIs) during the project performance are in conflict with the provisions of this contract, it is the contractor’s

responsibility to notify the engineer that the response conflicts with the contract.

ARTICLE 5. Surety. The Surety on the Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, 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.

ATTEST: *Diane Slape* National Native American Construction, Inc.
Diane Slape, PBA dba NNAC, Inc.
By *[Signature]* Luke Lettau
Title: Vice President



3106 S. WS Young Drive, Ste C303
(Street)
Killeen, TX 76542
(City)

City of Killeen
(Owner)

ATTEST: _____ By _____
Laura Calcote Kent Cagle
City Secretary
Title: City Manager

(Print the names underneath all signatures)

END OF SECTION