

CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this _____ day of _____, 20____, by _____, hereinafter called the "Contractor", whose business address _____, and the Claiborne Parish Library Board of Control, herein represented by the contracting officer executing this contract, herein called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants: consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to renovate, repair and complete in a thorough and workman like manner:

**Joe Webb Memorial Branch Library
Haynesville, Louisiana
For the
Claiborne Parish Library**

Architect's Project Number: **0524**

in strict accordance with Contract Documents prepared by: Coco & Company
Wayne Lawrence Coco, AIA, Architect,
LLC
PO Box 111 / 510 Main St.
Simmesport, LA 71369

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **August 8, 2025**, Addenda number(s) _____ the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time of Completion: The work shall be commenced on a date to be specified in a written order of the Owner "Notice to Proceed" and shall be completed within **365** consecutive calendar days from and after said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **\$500.00** per day for each consecutive day for each calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of _____ which sum represents the Base Bid, _____.

Performance and Payment Bond: To these presents personally came and intervened _____, a corporation organized and existing under the laws of the State of Louisiana, and duly authorized to transact business in the State of Louisiana, as Surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of _____. By issuance of this bond, the Surety acknowledges they are in compliance with R.S. 38:2219.

Joe Webb Memorial Branch Library
Haynesville, Louisiana
Coco & Company
Project # 0524
8.8.25

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s). Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner of the extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from the liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex national origin, veteran status, political affiliation, disabilities, or in accordance with EWE 92-7 because of an individual's sexual orientation.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountancy for the counterparts, be deemed an original thereof.

WITNESSES:

Claiborne Parish Library Board of Control
OWNER

BY: _____
Denice Owens, President

CONTRACTOR

BY: _____
Authorized Officer, Owner - Partner

SURETY

BY: _____
ATTORNEY IN FACT

STATE OF LOUISIANA
PARISH OF WINN

Architect's PROJECT NO. 0524

NAME: Joe Webb Memorial Branch
Library

LOCATION: Haynesville, LA

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared _____ representing _____ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alterations or demolition of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

The affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the material are being supplied.

For the purpose of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That the affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 19____

NOTARY