

*Sample*

CONTRACT BETWEEN OWNER AND CONTRACTOR  
AND PERFORMANCE AND PAYMENT BOND

This agreement entered into this \_\_\_\_<sup>nd</sup> day of \_\_\_\_\_, 2016 by \_\_\_\_\_ hereinafter called the "Contractor", whose business address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and the Louisiana Military Department, herein represented by the contracting office executing this contract hereinafter 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, that:

1. The Advertisement or solicitation for Bids, beginning \_\_\_\_\_.
2. The Louisiana Uniform Public Work Bid Form dated \_\_\_\_\_, 2016,
3. The Instructions to Bidders and General Conditions,
4. Bonds,
5. The Specifications and Scope of Work, including Plans, Drawings and Attachments dated \_\_\_\_\_,
6. The enumerated plans prepared by **John's Engineering, Inc., 55555 Northeast Ridge Drive, Baton Rouge, Louisiana 70809.**
7. The following enumerated addenda: **Addendum No \_\_\_\_, dated \_\_\_\_\_, 2016** are all hereby made a part of this Contract to the same extent as if incorporated herein in full.

The Contractor agrees to furnish all labor and materials, tools, equipment, and other facilities necessary to perform all work required to complete the:

**Replacement of 25KV Switch Gear Number 10 at Jackson Barracks, 6400 St Claude Ave., New Orleans, LA 70117**

for the Department of Military Affairs in \_\_\_\_\_ Parish, Louisiana in accordance with this contract and their proposal dated \_\_\_\_\_, 2016, all in strict accordance with the requirements of the Contract Documents to include the above witnessed documents which are incorporated herein by reference with the same force and effect as though said documents were herein set out in full. It is recognized by the parties herein that said Contract Documents impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within \_\_\_\_\_ consecutive calendar days from and after the said date. Contract shall begin no earlier than \_\_\_\_\_, 2016 and end on \_\_\_\_\_, 2016.

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Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of \_\_\_\_\_ per day for each consecutive 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:

\_\_\_\_\_  
\_\_\_\_\_  
(\$00.00).

Performance and Payment Bond: To these presents personally came and intervened \_\_\_\_\_, herein acting for \_\_\_\_\_, organized and existing under the laws of the State of \_\_\_\_\_, 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 Contract Documents mentioned herein, 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:

\_\_\_\_\_  
\_\_\_\_\_  
(\$00.00). By issuance of this bond, the Surety acknowledges they are in compliance with R.S. 38:2219.

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 costs 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, and 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 or the Contractor to the other shall not in any way release the Contractor or the Surety from their 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, sex, religion, national origin, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

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Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under Federal tax identification number \_\_\_\_\_  
\_\_\_\_\_.

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 other counterparts, be deemed an original thereof.

ALTERATIONS/MODIFICATIONS TO CONTRACT

Annex A - Affidavit attesting that public contract was Not, nor will not be secured through Employment or payment or solicitor.

WITNESSES

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

**CONTRACTOR**

BY: \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

Note: If Contractor is not a Corporation, witnesses are required. If Contractor is a corporation, a Corporate Resolution must be attached.

WITNESSES

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

**LOUISIANA MILITARY DEPARTMENT**

BY: Owen W. Monconduit  
(Print)

\_\_\_\_\_  
(Signature)

Brigadier General (Ret),  
Louisiana Military Department  
Deputy Director -  
Contracting and Purchasing

WITNESS

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Signature)

SURETY

BY: \_\_\_\_\_  
ATTORNEY IN FACT