

**AGREEMENT BETWEEN
ST. TAMMANY PARISH SCHOOL BOARD
AND
E.C.O. BUILDERS, INC.**

**STATE OF LOUISIANA
PARISH OF ST. TAMMANY
CITY OF COVINGTON**

AN AGREEMENT made and entered into this 6th day of **March, 2026** by and between:

ST. TAMMANY PARISH SCHOOL BOARD, located at 321 N. Theard St., Covington, LA 70433, herein represented by **Frank J. Jabbia**, its **Superintendent** and **Amanda R. Martin**, its **President**, duly authorized, hereinafter called "Owner", and **E.C.O. BUILDERS, INC.**, located at 2990 Gause Boulevard East, Slidell, LA 70458, herein represented by **Elwin C. Ordoyne**, its **President**, duly authorized by Resolution of said company, dated 2019, a certified copy of which is annexed hereto for reference, hereinafter called "Contractor."

The said Contractor, has agreed, and does by these presents agree, for the consideration mentioned and contained herein, to furnish all labor and materials, tools, equipment, supplies, utilities, charged fees, permits and all other construction accessories and services required to build, construct and complete in a thorough and workmanlike manner **Covington Elementary School, Gymnasium HVAC and Roof Replacement, St. Tammany Parish School Board Project No. 1919**, in strict accordance with the Contract Documents prepared by **Dammon Engineering, Inc., 554 Old Spanish Trail, Slidell, LA 70458**, hereinafter called "Architect", for St. Tammany Parish School Board.

The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of **ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED 00/100 DOLLARS (\$133,800.00)** which sum includes all taxes and represents the Base Bid and is subject to additions and deductions as provided in the Contract Documents.

The said Contract Documents, including by way of example and not of limitation, the Drawings dated December 15, 2025, the Specifications dated December 15, 2025, the Advertisement for Bids, Instructions to Bidders, Contractor's Bid Proposal Form, General Conditions, Supplementary Conditions, Special Conditions, Addendum No. 1 dated February 11, 2026, Addendum No. 2 dated February 26, 2026, Addendum No. 3 dated March 3, 2026 which impose duties and obligations upon appearers herein. All of the provisions contained in the aforementioned Contract Documents, and as further set forth below are contained herein by reference with the same force and effect as though said Contract Documents were herein set out in full. An enumeration of the Contract Documents is as follows:

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ADDENDA

Addendum No. 1 – dated February 11, 2026 – Clarifications.

Addendum No. 2 – dated February 26, 2026 – correcting the date of Addendum No. 1 from 2025 to 2026.

Addendum No. 3 – dated March 3, 2026 – clarifying labeling on the quote envelope.

Contractor agrees to complete fully all work included in this Agreement within **forty five (45)** consecutive calendar days from the date of the Notice to Proceed as issued by the Architect, subject to adjustments of the Contract Time as provided in Contract Documents. Contractor shall be assessed Liquidated Damages, in the sum of **five hundred and 00/100 dollars (\$500.00)** for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion time stated above for each field. Said sum shall in no event be construed to be a penalty; but only as damages fixed and agreed upon in advance.

Contractor agrees to do and perform each and every one of the obligations contained in and in conformity with, the said Contract Documents.

In accordance with Louisiana Revised Statute 23:1061(A), the parties agree that the Owner is entitled to and does hereby adopt a statutory employment relationship with any person(s) employed by or under Contractor, including but not limited to all subcontractor or materialmen or supplier employees. Contractor and Owner do hereby acknowledge that the work performed by Contractor is an integral part of or essential to the ability of Owner to carry out its constitutional and statutory duties to provide educational opportunities.

In full consideration of the faithful and complete performance by the Contractor of all and singular the obligations by Contractor herein assumed, the **ST. TAMMANY PARISH SCHOOL BOARD** hereby agrees to pay unto the said Contractor, its successors, legal representative and assigns, at the times and in the manner set forth in the specifications above referred to, the price for the work to be done under this contract, in accordance with proposal of said Contractor, duly accepted by Owner.

Contractor by signing this contract consents and yields to the exclusive venue and jurisdiction of the Twenty-Second Judicial District Court for the Parish of St. Tammany, State of Louisiana, and does formally waive any and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor waives any claim of lack of jurisdiction, on account of its residence elsewhere, in the event of a law suit filed under this contract or the bonds furnished for and on behalf of the Contractor at the time of the execution of this Agreement.

Contractor has separately furnished a performance bond and a labor and materials payment bond issued by **MERCHANTS NATIONAL BONDING, INC., 6700 Westown Parkway, West Des Moines, Iowa 50266-7754**; this date to the Owner which bonds are furnished in accordance with the requirements of the Contract Documents and for recording in the Office of the Recorder of Mortgages in the Parish of St. Tammany.

THIS AGREEMENT is entered into as of the date first written above and is executed in at least five originals.

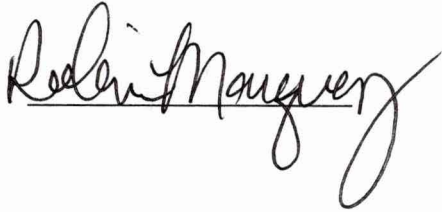
WITNESSES


CULLIE G. CATOE

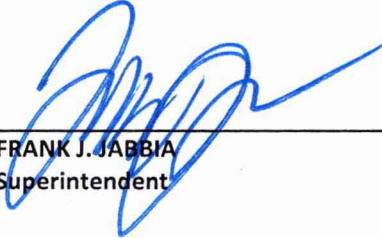

KIRSTIN D. BYRON

WITNESSES


ELWIN C. ORDOYNE

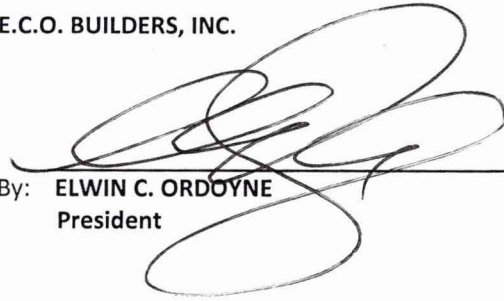

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ST. TAMMANY PARISH SCHOOL BOARD

By: 
FRANK J. JABBIA
Superintendent

By: 
AMANDA R. MARTIN
President

E.C.O. BUILDERS, INC.

By: 
ELWIN C. ORDOYNE
President

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that **E.C.O. BUILDERS, INC., 2990 Gause Boulevard East, Slidell, LA 70458**; as Principal, hereinafter called Contractor, and **MERCHANTS NATIONAL BONDING, INC., 6700 Westown Parkway, West Des Moines, Iowa 50266-7754**, a corporation duly organized under the laws of the State of Iowa, and authorized to do business in the state of Louisiana, as Surety, hereinafter called Surety, are held and firmly bound unto **ST. TAMMANY PARISH SCHOOL BOARD, 321 N. Theard St., Covington, LA 70433**, as Obligee, hereinafter called Owner, in the amount of **ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED 00/100 DOLLARS (\$133,800.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

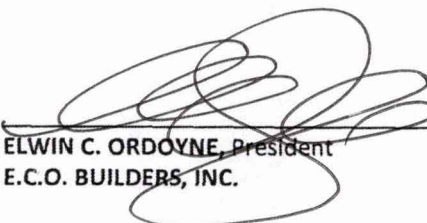
WHEREAS, Contractor has by written Agreement dated **March 6, 2026**, entered into a Contract with Owner for **Covington Elementary School, Gymnasium HVAC and Roof Replacement, St. Tammany Parish School Board Project No. 1919** in accordance with the Drawings and Specifications prepared by Dammon Engineering, Inc., 554 Old Spanish Trail, Slidell, LA 70458, which Contract and Contract Documents referred to therein are and by reference made a part hereof, and is hereinafter referred to as the Contract.


NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Contractor shall promptly and faithfully perform all and singular the obligations assumed by said Contractor in the aforesaid Contract during the term of said Contract and any extension thereof that may be granted by the **ST. TAMMANY PARISH SCHOOL BOARD**, with or without notice to the Surety, and during the life of any term or condition, including but not limited to any guaranty required under conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of modifications to the Surety being hereby waived; and shall fully secure and protect the said **ST. TAMMANY PARISH SCHOOL BOARD**, its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, including all costs of court and all attorney's fees made necessary or arising from the failure, refusal, or neglect of the Contractor, to comply with the obligations assumed by Contractor, then this bond shall be null and void; otherwise it shall remain in full force and effect.

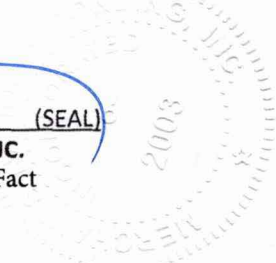
Contractor and Surety do, by act of signing this Bond, consent and yield to the exclusive venue and jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, State of Louisiana and do formally waive fully and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor and Surety waive any claim of lack of jurisdiction on account of their residence elsewhere, in the event of a law suit under the Contract or this Bond.

This Bond is furnished pursuant to the provisions of Louisiana Revised Statute 38:2216 and the only right of action which shall accrue on this Bond is solely to the benefit of the Obligee named herein and its successors or assigns, and no other person shall have any right of action based thereon.

Signed and Sealed this 12th day of March, 2026.

 (SEAL)
ELWIN C. ORDOYNE, President
E.C.O. BUILDERS, INC.

 (SEAL)
MERCHANTS NATIONAL BONDING, INC.
Mary Catherine Turner, Attorney-in-Fact



LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that, **E.C.O. BUILDERS, INC., 2990 Gause Boulevard East, Slidell, LA 70458;** as Principal, hereinafter called Contractor, and **MERCHANTS NATIONAL BONDING, INC.; 6700 Westown Parkway, West Des Moines, Iowa 50266-7754,** a corporation duly organized under the laws of the State of Iowa, and authorized to do business in the State of Louisiana, as Surety, hereinafter called Surety, are held and firmly bound unto **ST. TAMMANY PARISH SCHOOL BOARD, 321 N. Theard St., Covington, LA 70433,** as Obligee, hereinafter called Owner, in the amount of **ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED 00/100 DOLLARS (\$133,800.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

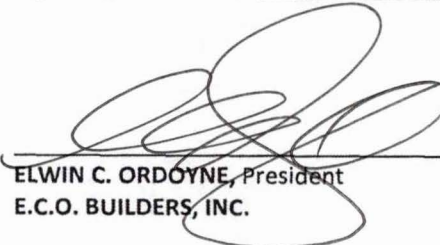
WHEREAS, Contractor has by written Agreement dated **March 6, 2026** entered into a contract with the Owner for **Covington Elementary School, Gymnasium HVAC and Roof Replacement, St. Tammany Parish School Board Project No. 1919,** in accordance with the Drawings and Specifications prepared by Dammon Engineering, Inc., 554 Old Spanish Trail, Slidell, LA 70458, which Contract and Contract Documents referred to therein are and by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION of this obligation is such that, if the said Contractor shall well and faithfully and shall promptly pay all claimants as provided by law in Louisiana Revised Statutes 38:2242 and pay all wages of laborers, workmen, or mechanics, to be employed by Contractor for all work done or labor performed, or who may be employed by any sub-contractor; and shall promptly pay all furnishers of material, supplied to Contractor, or by or to sub-contractors, and used in the construction, erection, alteration, installation, or repair called for by the aforesaid Contract; and shall promptly pay for all materials or supplies furnished to said Contractor, or by or to any sub-contractor, for use in machines used by the Contractor, or any sub-contractor, in the construction, erection, alteration, installation, or repair of the work specified in the aforesaid Contract; and shall fully secure and protect the **ST. TAMMANY PARISH SCHOOL BOARD,** its legal successor and representative, from all liability in the premises, and from all loss or expense of any kind, incurred by the Owner, including all costs of court and all attorney's fees made necessary or arising from the failure, refusal or neglect of the Contractor to comply with the obligations assumed by Contractor; and, likewise, shall deliver all such work to the said **ST. TAMMANY PARISH SCHOOL BOARD** free from all claims, liens and expenses, then this bond shall become null and void, otherwise, it shall remain in full force and effect.

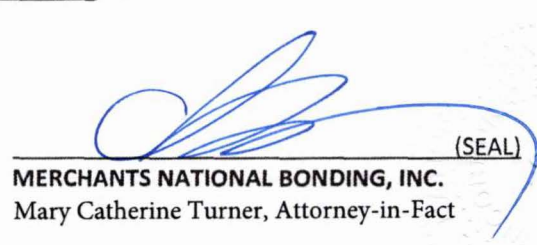
Contractor and Surety do, by act of signing this Bond, consent and yield to the exclusive venue and jurisdiction of the Twenty-Second District Court for the Parish of St. Tammany, State of Louisiana and do formally waive fully and all claims of entitlement to removal of any case from this jurisdiction, including any removal of any claim to any Federal Court. Contractor and Surety waive any claim of lack of jurisdiction on account of their residence elsewhere, in the event of a law suit under the Contract or this Bond.

This is a statutory bond furnished pursuant to the provisions of Louisiana Revised Statute 38:2241 et seq.

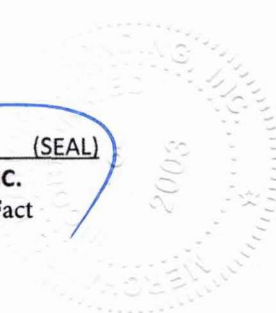
Signed and Sealed this 12th day of March, 2026.



(SEAL)
ELWIN C. ORDOYNE, President
E.C.O. BUILDERS, INC.



(SEAL)
MERCHANTS NATIONAL BONDING, INC.
Mary Catherine Turner, Attorney-in-Fact



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Garrett Turner; Mary Catherine Turner; Meghann Turner

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025

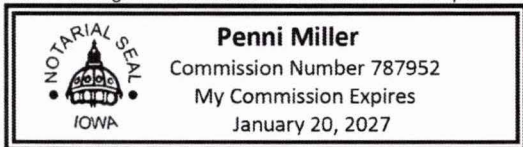


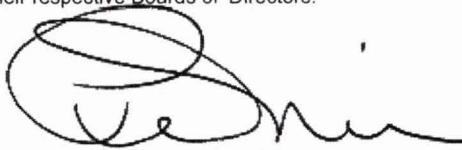
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of March, 2026




Secretary