

Bond No.: 929597311

**CONTRACT AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

St. Tammany Parish 1100
Instrmnt #: 1955221
Registry #: 2330499 mb2
09/08/2014 4:02:00 PM
MB X CB MI UCC

CONSTRUCTION CONTRACT

UNITED STATE OF AMERICA

BY: ST. TAMMANY PARISH

STATE OF LOUISIANA

WITH: MCMATH CONSTRUCTION LLC

ST. TAMMANY PARISH

This agreement entered into this 28 day of July, 2014,
by: MCMATH CONSTRUCTION LLC, hereinafter called the "Contractor", whose business
address is 1125 N CAUSEWAY BLVD, MANDEVILLE, LA 70471 and the Parish of St.
Tammany, hereinafter called the "Owner", whose business address is P.O. Box 628, Covington,
LA 70434.

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

1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to
build, construct and/or complete in a thorough and workmanlike manner:

St. Tammany Parish requires the Contractor to construct improvements to Building A at the
Koop Drive Complex located at 21490 Koop Dr. Mandeville, LA.(T7S, R11E, Sect. 24)
The project will renovate the current office areas of the Parish Administration Office,
Technology, Public Information, Council Administration, Employee Break, Larger Server
Room, Public Bathrooms and Larger Studio for the Access Channel. The renovation consist
of, but not limited to, relocating walls and doors, relocating HVAC units, updating data wire,
increasing electric supply to the building, flooring, ceiling, lighting, plumbing and bathroom
fixtures.

Further details of the work and the responsibilities of the Contractor will be provided in the
bid documents, a copy of which will be maintained by the Originating Department and the

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Purchasing Department. The parties are bound to these details and responsibilities as if copied herein in exenso. Contractor agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents including by way of example and not of limitation, the plans and Specifications, the General Conditions, Supplementary General Conditions, any addenda thereto, and the drawings (if any), 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. Signed copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Owner for reference.

3. 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 130 calendar days from and after said date.

4. 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 \$1,270,000.00 dollars.

5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened Wendy Ann Hayler, herein acting for Western Surety Company a corporation organized and existing under the laws of the State of South Dakota, 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 company, as surety for the said Contractor, unto the said Owner, up to the sum of \$1,270,000.00. The condition of this performance and payment

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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 fulfilled obligation 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).

Contractor and Owner specifically agree to and recognize (1) the statutory employer relationship existing between the Owner and any employees performing work under this construction Contract as employees of the Contractor or employees of the "Sub-Contractor", and (2) that the work performed by the employees of the Contractor and the employees of the "Sub-Contractor" is part of the Owner's business, occupation or trade and is essential to the ability of the Owner to generate their products or services, all of which is in accordance with La. R.S. 23:1061, and as may be amended.

6. MODIFICATION OF CONTRACT TERMS

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.

7. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the Parish shall file

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and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

8. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the Parish requires, as an additional provision, that Contractor supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **Three (3)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

[Signature]
Signature

Daisy Brown
Print Name

[Signature]
Signature

Gina Broussard
Print Name

CONTRACTOR:

[Signature]
Signature

Don McMarch
Print Name

Manager
Title

7.15.14
Date

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WITNESSES:

Mary Burchell
Signature

Mary Burchell
Print Name

[Signature]
Signature

Ronnie Simpson
Print Name

ST. TAMMANY PARISH:

Patricia P. Brister

Patricia P. Brister
Parish President

7-28-14
Date

APPROVED BY:

Kelly M. Rabalais

Kelly M. Rabalais
Executive Counsel to Parish President

7-28-2014
Date

Western Surety Company
(Surety)

Wendy A. Hayle
Signature

Wendy A. Hayle
Print Name
Attorney-IN-Fact