St. John The Baptist Parish

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID NO. 2026.21

2027 ASPHALT ROAD MAINTENANCE





OCTOBER 2026

PREPARED BY:

digital engineering

DIGITAL ENGINEERING & IMAGING, INC.

ADVERTISEMENT FOR BID

ST. JOHN THE BAPTIST PARISH

2027 Asphalt Road Maintenance

Sealed Bids will be received by St. John the Baptist Parish Purchasing and Procurement Department in St. John the Baptist Parish Government Complex Building, 1811 W. Airline Highway, LaPlace, La. 70068, at the receptionist's desk, or electronically submitted on www.centralbidding.com until **10:45 A.M. Local Time, November 17, 2026.**

Bids shall be addressed to the St. John the Baptist Parish Purchasing and Procurement. Bid envelopes shall be sealed, display the name, address, and Louisiana State Contractor's License Number of the bidder, and be clearly marked on the outside of the envelope **"Bid No. 2026.21 - 2027 Asphalt Road Maintenance."** Any bids received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at **11:00 A.M. Local Time, November 17, 2026.** in the St. John the Baptist Parish Government Complex Council Chambers located at 1811 W. Airline Highway, LaPlace, LA 70068.

Bid documents may be viewed on or downloaded from the parish website, www.sjbparish.com; obtained by contacting Peter Montz or Mellissa Tassara at the above address, phone 985-652-9569, or p.montz@Stjohn-la.gov or m.tassara@Stjohn-la.gov or downloaded and Bids electronically submitted on www.centralbidding.com.

A mandatory Pre-Bid Conference will be held at **1811 W. Airline Highway, LaPlace, LA 70068** on November 3, 2026, at 10:00 A.M. local time.

Questions and comments regarding this Bid must be submitted in writing to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068** or via e-mail to p.montz@Stjohn-la.gov no later than 10:00 A.M. local time on November 10, 2026**.**

Contractors submitting bids shall be licensed under LA R.S. 37:2150-2165, Highway, Street, and Bridge Construction.

The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. In accordance with R.S. 38:2212(A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.
No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof, except as provided under LA. R.S. 38:2214.

Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, disability, or veteran status.

Participation by minority and female owned businesses, as well as businesses located in St. John the Baptist Parish is encouraged.

Any person with disabilities requiring Special Accommodations must contact St. John the Baptist Parish at (985) 652-9569 no later than seven (7) days prior to bid opening.

ST. JOHN THE BAPTIST PARISH COUNCIL

Publish:
October 21, 2026
October 28, 2026
November 4, 2026

TABLE OF CONTENTS

Section 01 Invitation for Bid

Section 02 Louisiana Public Works Bid Form

Section 03 Bid Bond

Section 03.1 Corporate Resolution / Certificate of Authority

Section 03.2 Past Criminal Convictions of Bidders Attestation (LA R.S.:2227)

Section 03.3 St. John the Baptist Parish Non-Solicitation and Unemployment Affidavit

Section 03.4 E-Verify Affidavit

Section 03.5 Certification Regarding Lobbying

Section 03.6 Exhibit A - Information for Bidders

Section 04 Agreement

Section 04.1 Payement Bond

Section 04.2 Performance Bond

Section 05 General Conditions

- ARTICLE 1 - Definitions
- ARTICLE 2 - Preliminary Matters
- ARTICLE 3 - Contract Documents; Intent, Amending, Re-use
- ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points
- ARTICLE 5 - Bonds and Insurance
- ARTICLE 6 - Contractor's Responsibilities
- ARTICLE 7 - Other Work
- ARTICLE 8 - Owner's Responsibilities
- ARTICLE 9 - Engineer's Status during Construction
- ARTICLE 10 - Changes in the Work
- ARTICLE 11 - Change of Contract Price
- ARTICLE 12 - Change of Contract Time
- ARTICLE 13 - Warranty and Guarantee; Tests and Inspections
- ARTICLE 14 - Payments to Contractor and Completion
- ARTICLE 15 - Suspension of Work and Termination
- ARTICLE 16 - Dispute Resolution
- ARTICLE 17 - Miscellaneous

Section 06 Special Contract Provisions

TECHNICAL SPECIFICATIONS

APPENDICES

SECTION 01

INVITATION FOR BID

2027 Asphalt Road Maintenance

SUMMARY OF WORK

The Scope of the contract work is to provide means to perform repairs to existing asphalt roadways throughout the Parish. Payment for work performed shall be on a unit price basis.

This contract will be utilized by St. John the Baptist Parish to complete maintenance and emergency repair activities on their asphalt roadways, per the pay items indicated in the bid form.

This project consists of furnishing all supervision, labor, equipment, materials, and other resources necessary to complete the maintenance work per the pay items indicated the bid form. Contractors submitting bids shall be licensed under LA R.S. 37:2150-2165, Highway, Street, and Bridge Construction.

The BID package includes the following:

1. Completed Public Works Bid Form
2. Bid Security or Bid Bond
3. Corporate Resolution or Certificate of Authority
4. Past Criminal Convictions Attestation*
5. Non-Solicitation and Unemployment Affidavit*
6. Certificate Regarding Debarment*
7. E-Verify Affidavit*
8. Bidder Information Page*

*These documents are due to St. John the Baptist Parish within 10 days after bid opening. They are not required to be submitted with the BID.

General Information

1.0 BID PREPARATION

1.1 This BID is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.

1.2 BID package, associated documents and addenda may be obtained from the design Engineer at Digital Engineering & Imaging, Inc.; 527 West Esplanade Ave., Suite 200; Kenner, LA 70065 or by downloading from the Parish's website at www.sjbparish.com or Central Bidding at www.centralbidding.com. Electronic BIDS will be accepted only on www.centralbidding.com.

1.3 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Written addenda to the BID may be issued to provide clarification, corrections,

or to answer questions. Any addenda issued will be emailed to plan holders and posted to the Central Biding website.

1.4 Questions and comments regarding this BID must be submitted in wiring to St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068 or via e-mail to p.montz@stjohn-la.gov no later than 10:00 A.M. local time on November 10, 2026.**

1.5 Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

1.6 Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. As far as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

1.7 Laws and Regulations: All applicable State laws, municipal ordinances and rules and regulations of authorities having jurisdiction over construction of the project shall apply to the contract throughout and will be deemed to be included in the contract the same as written herein in full.

1.8 Subcontractors: The bidder is specifically advised that any person for or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. The Contractor shall submit to the Owner, for review and written approval, a list of all proposed Subcontractors prior to the commencement of any work by such Subcontractor on the Project. No Subcontractor shall be permitted to commence work, furnish labor, materials, or equipment on the Project until the Subcontractor has been approved in writing by the Owner. The Owner reserves the right to reject any proposed Subcontractor for reasonable cause, including lack of qualifications, licensing deficiencies, inadequate experience, prior unsatisfactory performance, or other circumstances that may adversely affect the successful completion of the project.

1.9 Determination of Unit and Extended Prices: In unit price bids, the total amount bid shall be in the sum of the correct extensions of the unit price bid on each item of work multiplied by the approximate quantity of work shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents' place) shall not be rounded off.

1.10 Erasures: The bid submitted must not contain erasures. Any and all interlineations or other corrections shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.

1.11 Prices: In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents.

1.12 Qualifications of Bidder: The Owner may make such investigations deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is responsible and is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Any conditions placed on a submitted bid shall result in rejection of such bid.

1.13 Bid Security: Each bid must be accompanied by cashier's check or certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid made payable to the Owner. Such cashier's checks, certified checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks, certified checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

1.14 Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds within 10 days after he receives notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

2.0 Submission of BID

2.1 Electronic BIDS shall be accepted only on www.centralbidding.com and/or Paper BIDs shall be addressed to St. John the Baptist Parish and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA 70068 no later than **10:45 A.M. local time on November 17, 2024.**

2.2 BID package must be submitted in a sealed envelope or package clearly marked with the Bidder's name and address, LA State Contractor's Number, and "**Bid No. 2026.21 - 2027 Asphalt Road Maintenance.**"

2.3 With the submittal of a Paper BID, please include a copy of the bid on a flash drive.

2.4 The Parish will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.

2.5 BIDs submitted by facsimile (FAX) or e-mail will not be accepted. Any BID received after **10:45 A.M. local time on November 17, 2026** will be deemed unresponsive and will be returned to Company unopened.

2.6 Per LA R.S. 38:2212(B)(2), the bidding documents shall require only the following to be submitted by a bidder on a public works project:

- Completed Louisiana Uniform Bid Form
- Bid Security or Bid Bond
- Acknowledgement of Addenda
- Base Bid
- Alternates
- Signature of Bidder
- Name, Title, and Address of Bidder
- Name of Firm or Joint Venture
- Corporate Resolution or written evidence of the authority of the person signing the bid
- Louisiana Contractor's License Number (must also be on the sealed envelope of package)

If the Parish adds any additional requirements for information, unless mandated by State or Federal requirements, they shall be part of the ten day documents submittal package.

3.0 Pre-BID Conference

A mandatory Pre-Bid Conference will be held at **_1811 West Airline Highway, LaPlace, LA 70068_** on **November 3, 2026 at 10:00 A.M.**

4.0 Opening

BIDs will be opened publicly at **11:00 A.M**. **local time on November 17, 2026** in the St. John the Baptist Parish Government Building, 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Company in submitting a BID that the Parish has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the Parish's evaluation concerns about competing BIDs. Information released after award is subject to the disclosure requirements of the Louisiana Public Records Act. The company specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

6.1 The Owner reserves the right to reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. In accordance with R.S. 38:2212 (A)(1)(b), the provisions and requirements stated in the Bidding Documents shall not be waived by any entity.

6.2 The Parish reserves the right to terminate this BID at any time prior to contract execution.

6.3 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the Parish shall affect or modify any terms or obligations of this BID, or any contract resulting from this procurement.

6.4 The Parish reserves the right to revise any part of the BID by issuing an addendum to the BID at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this BID in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all BIDs submitted, and/or cancel this announcement if it is determined to be in the

Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, and selection or rejection of a submittal does not affect this right.

7.0 Late, Modified, or Withdrawn BIDs

7.1 Any BID received after the exact time specified for receipt will not be accepted or opened.

7.2 No modification of a BID will be accepted.

7.3 No bidder may withdraw his/her bid within forty-five (45) days after the actual date of the opening thereof, except as provided under LA. R.S. 38:2214.

8.0 Evaluation and Selection

The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. This award will be made to the lowest responsive and responsible Bidder. The Parish also reserves the right to reject any and all BIDs.

9.0 Contract Time

The Contract Time will commence on the date of the full contract execution (by both parties) and will end on December 31, 2027. Upon written mutual agreement between the Parish Council and the Contractor, the contract may be extended one (1) time for one (1) additional year. The Parish will not honor or consider any price increase, surcharges, or additional costs during the original term or extension.

10.0 Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the successful bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Only those surety companies currently on the U. S. Department of Treasury Financial Management Services list (Circular 570) of approved bonding companies will be accepted. The agent selling the bond must be currently licensed to do business in Louisiana. This will be verified by the Owner.

The successful bidder will be required to file a performance bond in the full amount (100-percent) of the contract price for the full period of the contract and a payment bond in the full amount (100-percent) of the contract price for the full period of the contract.

11.0 Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12.0 Insurance

Bidder shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of $1,000,000/$1,000,000/$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. $5,000,000 each occurrence limit
2. $5,000,000 general aggregate limit
3. $5,000,000 products/completed operations aggregate limit
4. $1,000,000 personal and advertising injury limit
5. $50,000 fire damage limit
6. $5,000 medical expense limit (desirable but not mandatory)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. $500,000 per occurrence for bodily injury and property damage

This insurance shall include for bodily injury and property damage the following coverages:

1. Any automobiles;
2. Owned automobiles;
3. Hired automobiles;
4. Non-owned automobiles.

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Company shall maintain insurance in full force and effect during the entire

period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

13.0 Submittals Required After Bid Opening

Failure of the apparent low bidder to provide the following documentation any later than 10 days after the bid is opened shall be cause to declare the apparent low bidder non-responsive and award the bid to the next lowest bidder. (Pursuant to LA RS 38:2212)

- Past Criminal Convictions of Bidders Attestation
- Non-Solicitation and Unemployment Affidavit
- E-Verify Form
- Certification Regarding Debarment, Suspension, Lobbying, and Other Responsibility Matters

14.0 Invoices / Applications for Payment

Applications for Payment will be processed by St. John the Baptist Parish.

Itemized invoices for payment of these services shall be submitted to the Engineer for approval prior to routing to Accounts Payable. Construction invoices shall be submitted using the AIA Application and Certification for Payment AIA G702 and AIAG703 forms unless otherwise determined.

St. John the Baptist Parish shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, as provided below. All such payments will be measured by the schedule of values established.

Refer to the Contract Documents and provisions under in the General Conditions Article 6 titled "Contractor's Responsibilities" and Article 14 titled "Payments to Contractor and Completion", in addition to any other pertinent provision of the General Conditions, for the requirements associated with the approval of work and completion of all corrective work to the satisfaction of the ENGINEER, submittal and processing of Applications for Payment, and procedures for progress payments and release of final payment, inclusive of CONTRACTOR required deliverables.

~~Retainage:~~

1. ~~Retainage shall be withheld, and payments will be made less the retainage by the Owner with the following retainage amounts.~~
    a. ~~Ten percent (10%) shall be retained on all partial pay estimates for projects with a contract price of $500,000.00 or less; or~~
    b. ~~Five percent (5%) shall be retained on all partial pay estimates for projects with a contract price of $500,000.01 or greater~~
2. ~~The normal retainage shall not be due to the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.~~

15.0 Hold Harmless

To the fullest extent permitted by law, Company shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use

resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

16.0 Non-Assignability

No Company shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

17.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the BID.

18.0 Disclosure

Company must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

19.0 Termination for Cause and Convenience

Bidder acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the bidder's control.

20.0 Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21.0 Venue

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. Bidder hereby agrees and consents to personal and/or in rem jurisdiction of the trail and appropriate Appellate courts.

22.0 Discrimination Clause

The Bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

23.0 Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds.

24.0 E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

25.0 Tax Exempt

Pursuant to Louisiana Revised Statute 47:301(8)(c) the St. John the Baptist Parish Government, being a political subdivision, is exempted from sales tax levied by the State. The successful bidder will be issued a Louisiana Department of Revenue form R-1020, designating the Contractor as an agent of St. John the Baptist Parish for the exemption of sales tax.

26.0 Equal Employment Opportunity

During the performance of this contract, the contractor agrees to abide by 41 C.F.R. Part 60-1.4(b).

27.0 Davis Bacon

Not Applicable.

28.0 Copeland Anti-Kickback Act

Not Applicable.

29.0 Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

30.0 Rights to inventions made under a contract or agreement

Not Applicable.

31.0 Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the PARISH and understands and agrees that the PARISH will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

32.0 Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the PARISH and understands and agrees that the PARISH will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

33.0 Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
4. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
5. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

34.0 Access to Records

The Contractor agrees to provide the Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and

records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the Parish and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

35.0 DHS Seal, Logo and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

36.0 Changes

No additional changes, enhancements, or modifications to any contract resulting from this BID shall be made without the prior approval of PARISH. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

Change Orders shall be submitted using the Change Order AIA G701 form unless otherwise determined.

37.0 Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

38.0 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

39.0 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

40.0 Substantial Completion

Substantial Completion shall be granted once the Parish, or its designated design consultant, identifies the project to be at the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. It is the responsibility of the Contractor to notify the Parish, and its designated design consultant, when the Contractor is of the opinion the project is substantially complete.

Once determined the Work is identified as substantially complete a Certificate of Substantial Completion AIA G704 or other acceptable will be issued.

41.0. Site Visit: NOT APPLICABLE.

INFORMATION PAGE

Bidder Information Form

Today's Date:_____

Name of Bid:_____

Company Name:_____

Primary Contact Person:_____

Mailing Address:_____

City:_____ **State:**_____ **Zip:**_____

Business Phone:_____

Primary Contact Cell Phone:_____

E-Mail Address:_____

SECTION 02

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1811 W. Airline Hwy
Laplace, LA 70068

BID FOR: St. John the Baptist Parish
Bid No. 2026.21 – 2027 Asphalt Road Maintenance

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:Digital Engineering & Imaging, Inc. and dated: October 20, 2026.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____.

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:
_____Dollars ($ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
NOT APPLICABLE Dollars ($ N/A)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
NOT APPLICABLE Dollars ($ N/A)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:
NOT APPLICABLE Dollars ($ N/A)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____
DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:
* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

**** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Hwy
Laplace, LA 70068

BID FOR: St. John the Baptist Parish
Bid No. 2026.21 - 2027 Asphalt Road Maintenance

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ TESTING LABORATORY SERVICES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
010	1	LUMP	$25,000	$25,000

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ MILLING (2" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
020	20,000	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ ASPHALT PAVEMENT OVERLAY (2" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
030	20,000	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ ASPHALT PATCHING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
040	350	TON		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ ADJUSTMENT OF MANHOLES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
050	10	EACH		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ ADJUSTMENT OF DRAINAGE STRUCTURES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
051	10	EACH		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ ADJUSTMENT OF WATER VALVES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
052	10	EACH		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ SHOULDER MATERIAL			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
060	50	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ SODDING			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
070	100	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ GRANULAR MATERIAL (VEHICULAR MEASUREMENT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
080	50	CUYD		

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Hwy
Laplace, LA 70068

BID FOR: St. John the Baptist Parish
Bid No. 2026.21 - 2027 Asphalt Road Maintenance

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ REMOVAL OF CONCRETE CURB & GUTTER			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
090	50.0	LNFT		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ CONCRETE CURB & GUTTER			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
091	50.0	LNFT		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ REMOVAL OF CONCRETE SIDEWALK (VARIABLE THICKNESS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
100	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ CONCRETE SIDEWALK (4" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
101	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ REMOVAL OF DRIVEWAY (ASPHALT)(VARIABLE THICKNESS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
102	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ REMOVAL OF DRIVEWAY (CONCRETE)(VARIABLE THICKNESS)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
103	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ DRIVEWAY (ASPHALT)(6" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
104	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ DRIVEWAY (CONCRETE)(6" THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
105	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ DRIVEWAY (AGGREGATE)(4"THICK)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
106	75	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ CURB RAMP			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
107	100	SQYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ REFLECTORIZED RAISED PAVEMENT MARKERS			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
110	40	EACH		

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Hwy
Laplace, LA 70068

BID FOR: St. John the Baptist Parish
Bid No. 2026.21 - 2027 Asphalt Road Maintenance

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
120	0.25	MILE		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) (THERMOPLASTIC 90 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
121	0.25	MILE		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ PLASTIC PAVEMENT STRIPING (SOLID LINE) (8" WIDTH) (THERMOPLASTIC 90 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
122	200.0	LNFT		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
123	50.0	LNFT		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - LEFT TURN)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
124	2	EACH		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - RIGHT TURN)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
125	2	EACH		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ TRAFFIC MAINTENANCE AGGREGATE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
130	200	CUYD		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ SITE MOBILIZATION / DEMOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
140	1	EACH		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ CONTRACT MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
141	1	LUMP		

DESCRIPTION:	☒ Base Bid or ☐ Alt. #__ UNFORSEEN WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
150	1	JOB	$0.00	$0.00

SECTION 03

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as PRINCIPAL, and as SURETY, are hereby held and firmly bound unto **St. John the Baptist Parish** as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day of _____,20____.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to **St. John the Baptist Parish** a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for **Bid No. 2026.21 - 2027 Asphalt Road Maintenance**.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the FORM OF CONTRACT attachment hereto properly completed in accordance with said BID and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the AGREEMENT created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and to be signed by their proper officers, the day and year first set forth above.

_____ _____

Principal Witness

By:_____

_____ _____

Surety Witness

By:_____

IMPORTANT - SURETY companies executing BONDS must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 03.1

CORPORATE RESOLUTION

(Corporations must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.

2. An officer listed on the Corporation's Secretary of State listing has certified the Corporate Resolution.

3. The corporate resolution shall not be more than one year old.

4. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).

5. Document shall be submitted with the submittal.

CERTIFICATE OF AUTHORITY

(LLC must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.

2. An officer listed on the LLC's Secretary of State listing has certified the Certificate of Authority.

3. The Certificate of Authority shall not be more than one year old.

4. The Certificate of Authority is notarized.

5. The company properly grants authority to a named individual to sign on behalf of the company.

6. Document shall be submitted with the submittal.

SECTION 03.2

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

_____

Submitter/ Individual / Legal Entity Name

Appeared, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)

(b) Corrupt influencing (R.S. 14:120)

(c) Extortion (R.S. 14:66)

(d) Money laundering (R.S. 14:230)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)

(b) Identity Theft (R.S. 14:67.16)

(c) Theft of business record (R.S. 14:67.20)

(d) False accounting (R.S. 14:70)

(e) Submitter's misapplication of payments (R.S. 14:202)

(f) Bank fraud (R.S. 14:71.1)

(g) Forgery (R.S. 14:72)

(h) Issuing worthless checks (R.S.14:71)

(i) Malfeasance in office (R.S. 14:134)

_____ _____

Name of Bidder Signature of Authorized Signatory of Bidder

_____ _____

Project Name/Number Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____

DAY OF_____, 20_____.

_____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

SECTION 03.3

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF_____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of _____
(Company/Individual/Legal Entity Name)

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Submitter nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Submitter whose services were in the regular course of their duties for Submitter in connection with the construction, alteration or demolition of a public building or project.

The above named Submitter, if awarded, continually affirms that no part of the contract price received by Submitter 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 were in the regular course of their duties for Submitter.

The above-named Submitter hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

_____ Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____2026.
_____ Printed Name of Signatory	_____ Notary Signature
_____ Title of Authorized Signatory	Printed Notary Name:_____ Notary/Bar Roll Number: _____
_____ Project Name/Number	My Commission is for/expires on: _____

Submitter verifies that Submitter will collect an affidavit in this form from any approved sub-contractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its sub-contractor; however, in no instance shall the affidavit be received after commencement of work by the sub-contractor.

SECTION 03.4

E-VERIFY AFFIDAVIT

State of Louisiana

Parish of _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED, I, _____, the owner/authorized representative of

_____
Company / Individual / Legal Entity Name

Who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the illegal immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, know as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

_____ _____
Signature of Authorized Signatory Date E-Verify Assigned

_____ _____
Printed Name of Signatory E-Verify ID

_____
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____, 20_____

_____ _____
Notary Signature My Commission is for/Expires

_____ _____
Printed Notary Name Notary/Bar Roll Number

SECTION 03.5

CERTIFICATION REGARDING LOBBYING

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local Terminated for cause of default.

(2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this submittal

Business Name: _____

Date _____By_____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this submittal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this submittal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal ," "submittal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this submittal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this submittal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this submittal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

This form was electronically produced by Elite Federal Forms, Inc.

SECTION 03.6

EXHIBIT A

INFORMATION FOR BIDDERS

1. The Owner may reject any and all bids for just cause; such actions will be in accordance with Title 38 of the Louisiana Revised Statutes. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof except as provided by law.

2. Preparation of Bid: Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

3. Subcontractors: The bidder is specifically advised that any person for or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. The Contractor shall submit to the Owner, for review and written approval, a list of all proposed Subcontractors prior to the commencement of any work by such Subcontractor on the Project. No Subcontractor shall be permitted to commence work, furnish labor, materials, or equipment on the Project until the Subcontractor has been approved in writing by the Owner. The Owner reserves the right to reject any proposed Subcontractor for reasonable cause, including lack of qualifications, licensing deficiencies, inadequate experience, prior unsatisfactory performance, or other circumstances that may adversely affect the successful completion of the project.

4. Determination of Unit and Extended Prices: In unit price bids, the total amount bid shall be in the sum of the correct extensions of the unit price bid on each item of work multiplied by the approximate quantity of work shown for the respective item. Each extension shall be carried to one hundredth of a dollar, and the last digit in the extension (or cents' place) shall not be rounded off.

5. Erasures: The bid submitted must not contain erasures. Any and all interlineations or other corrections shall be suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid.

6. Prices: In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, plant, equipment, tools, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents.

7. Qualifications of Bidder: The Owner may make such investigations deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is responsible and is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Any conditions placed on a submitted bid shall result in rejection of such bid.

8. Bid Security: Each bid must be accompanied by cashier's check or certified check of the bidder, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid made payable to the Owner. Such cashier's checks, certified

checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cashier's checks, certified checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Sureties used for obtaining bonds must appear as acceptable on the U.S. Department of the Treasury Circular 570.

9. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds within 10 days after he receives notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

10. Time of Completion: The Contract Time will commence at the time specified in the notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement and a one-year renewal option without price escalation.

11. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

12. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

    All questions should be directed to Peter Montz, Director of Purchasing, 985-359-1037 or email: p.montz@stjohn-la.gov. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed to all bidders.

    Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

    QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN **10:00 A.M. local time on November 10, 2026**.

13. Security for Faithful Performance: Simultaneously with his delivery of the executed contract, the successful bidder shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Only those surety companies currently on the U. S. Department of Treasury Financial Management Services list (Circular 570) of approved bonding companies will be accepted. The agent selling the bond must be currently licensed to do business in Louisiana. This will be verified by the Owner.

    The successful bidder will be required to file a performance bond in the full amount (100-percent) of the

contract price for the full period of the contract and a payment bond in the full amount (100-percent) of the contract price for the full period of the contract.

14. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and rules and regulations of authorities having jurisdiction over construction of the project shall apply to the contract throughout and will be deemed to be included in the contract the same as written herein in full.

16. Method of Award: The contract, if awarded, will be awarded to the lowest responsive and responsible bidder.

17. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to his bid.

18. Hold Harmless: To the fullest extent permitted by law, Company/Consultant shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

19. Non-assignability: No Company/Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Owner. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

20. Exclusions: Pursuant to Louisiana Revised Statute 38:2227, Company must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

21. Disclosure: Company/Consultant must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

22. E-Verify Program: Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

23. Invoices / Applications for Payments:

    Applications for Payment will be processed by St. John the Baptist Parish.

    Itemized invoices for payment of these services shall be submitted to the Purchasing and Procurement Director for approval prior to routing to Accounts Payable. Construction invoices shall be submitted using the AIA Application and Certification for Payment AIA G702 and G703 forms unless otherwise determined.

    St. John the Baptist Parish shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the Owner, as provided below. All such payments will be measured by the schedule of values established.

    ~~Retainage:~~

    ~~1. Retainage shall be withheld, and payments will be made less the retainage by the Owner with the following retainage amounts.~~
    ~~a. Ten percent (10%) shall be retained on all partial pay estimates for projects with a contract price of $500,000.00 or less; or~~
    ~~b. Five percent (5%) shall be retained on all partial pay estimates for projects with a contract price of $500,000.01 or greater~~
    ~~2. The normal retainage shall not be due to the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.~~

    Refer to the Contract Documents and provisions under in the General Conditions Article 6 titled "Contractor's Responsibilities" and Article 14 titled "Payments to Contractor and Completion", in addition to any other pertinent provision of the General Conditions, for the requirements associated with the approval of work and completion of all corrective work to the satisfaction of the ENGINEER, submittal and processing of Applications for Payment, and procedures for progress payments and release of final payment, inclusive of CONTRACTOR required deliverables.

24. Insurance: Bidder shall obtain, pay for, and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council.

SECTION 04

AGREEMENT

THIS AGREEMENT, made this_day of _____, by and between **St. John the Baptist Parish, LA** herein called "Owner," acting herein through its Parish President, Jaclyn Hotard, and_____, herein after called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Bid No. 2026.21 - 2027 Asphalt Road Maintenance

The Scope of the contract work is to provide means to perform repairs to existing asphalt roadways throughout the Parish. Payment for work performed shall be on a unit price basis.

Hereinafter called the project, on an as-needed basis from task orders issued by the Engineer and all extra work in connection therewith for each task order, under the terms as stated in the specifications and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said task order in accordance with the specifications and contract documents.

The Contract Time of this Agreement shall be one-year from date of execution with a one-year renewal option without price escalation.

The Contractor hereby agrees to perform work under this contract in accordance with the Federal requirements listed within the specifications.

For any portions of the work funded through a FEMA grant, the Contractor hereby agrees to perform those portions of the work under this contract in accordance with the contract terms for FEMA Public Assistance Grant Funded or Assisted Projects for a non-federal entity (State agency or agency of a political subdivision of the State), which is attached as part of this agreement.

The OWNER will pay to the CONTRACTOR, in the amount and at such times as set forth in the GENERAL CONDITIONS, such amounts as required by the CONTRACT DOCUMENTS.

Contractor's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, flood or sabotage; pandemic, unavailability of fuel or power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Signatures Follow on the Next Page.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

St. John the Baptist Parish

ATTEST:

BY _____ BY _____

Signature Signature

Jaclyn Hotard, Parish President

(Printed Name and Title) (Printed Name and Title)

CONTRACTOR:

_____

ATTEST:

BY _____ BY _____

Signature Signature

(Printed Name and Title) (Printed Name and Title)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

Additional Contract Terms for

FEMA Public Assistance Grant Funded or Assisted Projects for a

Non-Federal Entity (State agency or Agency of a Political Subdivision of a State)

(Updated 6/7/2022)

Termination for Cause

Should the Parish determine that the Contractor has failed to comply with the Agreement's terms, the Parish may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor's failure. If the Parish determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the Parish determines that the failure may be corrected, the Parish shall give a deadline for the Contractor to make the correction. If the Parish determines that the failure is not corrected by the deadline, then the Parish may give additional time for the Contractor to make the corrections or the Parish may notify the Contractor of the Agreement termination date.

Termination for Convenience

Either Party may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the other Party of such termination or negotiating with the Parties regarding a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent that the work is acceptable.

Contract Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program (Note: All such terms are also applicable to all appropriate subcontractors):

a. Equal Employment Opportunity — Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may

request the United States to enter into such litigation to protect the interests of the United States.

b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Where applicable, all contracts and subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

c. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

If the Contract and Subcontracts are in excess of $150,000, the Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Contractor agrees to report each violation to the Parish and understands and agrees that the Parish will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must

include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Parish. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Parish, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor must complete attached Certification.

f. Procurement of Recovered Materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   a) Competitively within a timeframe providing for compliance with the contract performance schedule;
   b) Meeting contract performance requirements; or
   c) At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg- program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

g. Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State, Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Parish and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

The contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

j. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

k. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

l. §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

m. **Affirmative Socioeconomic Steps.**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

n. ***License and Delivery of Works Subject to Copyright and Data Rights.***

The Contractor grants to the Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Parish.

o. **200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain; or

3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided bysuch entities or using such equipment.
iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

p. **Copyright and Data Rights**

The Contractor grants to the Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Parish.

SECTION 4.1

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

St. John the Baptist Parish
(Name of Owner)

1811 W. Airline Hwy, LaPlace, LA 70068
(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of _____ **($**_____**)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that WHEREAS, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: **2027 Asphalt Road Maintenance.**

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT and

any authorized extensions or modification thereof, including all amounts due for materials, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that in all respects this Bond shall be a statutory bond pursuant to LSA-R.S. 38:2241.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT increasing the CONTRACT PRICE, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever. PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this being the _____ day of _____, 20_____.

ATTEST:

_____
(Principal)

_____
(Principal) Secretary

By_____

_____
(Address)

_____
Witness as to Principal

_____

_____
(Address)

_____
Surety

ATTEST:

_____
Witness as to Surety

By_____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION 04.2

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that _____

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called PRINCIPAL and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto:

St. John the Baptist Parish
(Name of Owner)

1811 W. Airline Hwy, LaPlace, LA 70068
(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of _____ **($)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

2027 Asphalt Road Maintenance

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the warranty periods, express and/or implied, and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT increasing the CONTRACT PRICE, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or any of the Contract Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be deemed an original, this being the _____ day of _____, 20_____.

ATTEST:

_____
(Principal)

_____
(Principal) Secretary

By_____

_____
(Address)

_____
Witness as to Principal

_____

_____
(Address)

_____
Surety

ATTEST:

_____
Witness as to Surety

By_____
Attorney-in-Fact

_____
(Address)

_____
(Address)

NOTE: Date of BOND must not be prior to date of CONTRACT.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SECTION 05

GENERAL CONDITIONS

ARTICLE 1 - Definitions

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Acceptance, Final Acceptance - The formal action by ENGINEER accepting the Work, or a specified part of the work thereof, as being complete in all respects, or the action by ENGINEER to place the equipment/facilities in operation for continuous utilization for their intended purposes.

Agreement - Refers to the written document signed by the OWNER and CONTRACTOR that is the legal instrument binding the parties to the work. The terms "Agreement" and "Contract" are synonymous.

Application for Payment - The form furnished by CONTRACTOR and approved by ENGINEER for requesting progress payments and an affidavit of CONTRACTOR and its Subcontractors that progress payments theretofore received from OWNER on account of the work have been applied by CONTRACTOR and its Subcontractors to discharge in full all of CONTRACTOR'S and its Subcontractors' obligations stated in the prior Application for Payment, and that the accuracy of the progress reported in the Application for Payment to have been completed by CONTRACTOR or its Subcontractors has been verified by CONTRACTOR. The application for Payment should include all supporting documentation as required by the Contract Documents.

Bid - Refer to definition of Proposal Document in Instructions to Bidders.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A written order to CONTRACTOR in accordance with the Louisiana Bid Law and approved by OWNER authorizing an alteration, deviation, addition, deletion, and/or revision in the Work, or an adjustment in the Contract Price and/or the Contract Time.

Contract Documents - Those documents itemized herein and as may be further itemized in the Supplementary Conditions. The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-bid documentation submitted), the bonds, the General Conditions, Special Contact Provisions, the Technical Provisions, the Drawings as the same are more specifically identified in this Agreement, together with all Modifications issued after the execution of this Agreement shall be part of the Contract Documents.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - A person, firm or corporation with whom OWNER has entered into the Agreement for the Work designated under the Contract Documents. The term "CONTRACTOR" shall also mean CONTRACTOR or its authorized representative.

Correction Period - The time during which CONTRACTOR must repair defective work or remove defective work from the site and replace it with non-defective work, all at no cost to the OWNER, pursuant to Paragraph 13.12 of the General Conditions.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, referenced standard or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. The terms "Drawing" and "Plan" are synonymous, and wherever used in the Contract Documents it should be interpreted according to the definition of "Drawings".

Effective date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The individual, firm or corporation named as ENGINEER in the Supplementary Conditions, who will have the rights and authority assigned to the ENGINEER in the Contract Documents. The term "ENGINEER" means the ENGINEER or its authorized representative. The terms "ENGINEER", "DESIGN ENGINEER", "ARCHITECT" and "ENGINEER/ARCHITECT" are synonymous, and wherever used in the Contract Documents they should be interpreted according to the definition of "ENGINEER".

Field Order - A written order issued by ENGINEER to CONTRACTOR on or after the effective date of the agreement requiring a minor change in work not requiring an adjustment in the Contract Price or Contract Time.

General Requirements – refers to these General Conditions. The terms "General Requirements" and "General Conditions" are synonymous.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of a Proposed Change - A written document issued on or after the effective date of the agreement initiated by a) OWNER requesting that CONTRACTOR figure the potential effect on Contract Price or time of the proposed change described in the Notice, if the proposed change is to be ordered, or b) CONTRACTOR to notify OWNER that in the CONTRACTOR'S opinion a change has been requested in a Field Order, or pursuant to ENGINEER'S approval of a shop drawings, or a written interpretation or clarification (pursuant to paragraph 9.4). A Notice of a Proposed Change shall not constitute an order to change the work, as no change shall be considered ordered until an appropriate change order, or Work Directive Change is executed by OWNER.

Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance

by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligation under the Contract Documents.

OWNER – St. John the Baptist Parish Government (SJBPG) which includes all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers.

Operation, Initiation of - A point in time when OWNER initiates use of the entire work under the project for the purposes that it was planned, designed and built, setting forth commencement of the correction period.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted to CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof who has a contract with Contractor to perform any part of the work at the site. The term "Subcontractor" shall also mean any individual, partnership, corporation, joint venture, or other combination thereof who has a contract with another Subcontractor to perform any part of the work at the site.

Substantial Completion - The finishing of the Work, or a specified part of the Work, in accordance with the Contract Documents, to the extent that Owner can use or occupy all or the specified part of the Work for the use for which it is intended without any concurrent Work at the site except as required to complete Punch List items with cumulative value under one percent (1%) of the Contract Price. Prerequisites for Substantial Completion include: (a) all systems have been successfully tested and demonstrated by the CONTRACTOR for their intended use, and (b) the Owner receiving all occupancy certifications and approvals from those State and local Public Entities with jurisdiction.

Special or Supplementary Conditions - Section following General Conditions which amends or supplements the General Conditions and is a part of the Contract Documents and is located in the Book of Contract Documents.

Supplier - A manufacturer, fabricator, supplier, distributor, material man or vendor.

Testing, Pre-operational - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the work have been properly erected and found to operate in accordance with the Contract Documents, so that they can be utilized continuously for their intended purposes.

Testing, Start-up - A pre-defined trial period required for achieving Substantial Completion during which CONTRACTOR is to operate the work, or a part specified thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) to comply with the final test requirements outlined in the Contract Documents.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Work - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to, or undertaken by CONTRACTOR, pursuant to the Contract Documents. Also, the completed construction or parts thereof required to be provided under the Contract Documents, including all materials, equipment, and supplies incorporated or to be incorporated in the construction.

Work Directive Change - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.20. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following successful negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

ARTICLE 2 - Preliminary Matters

2.1 DELIVERY OF BONDS: When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

2.2 COPIES OF DOCUMENTS: OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise provided in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED: A Notice to Proceed may be given at any time within thirty days after the effective date of the agreement. However, upon mutual written consent by both parties, the notice to proceed may be extended. The Contract Time will commence at the time specified in such notice to proceed or, if no notice is given, thirty days following the Effective Date of the Agreement.

2.4 STARTING THE PROJECT: CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of OWNER.

2.5 BEFORE STARTING CONSTRUCTION: Before undertaking each part of the Work, CONTRACTOR shall (a) study and compare the Contract Documents with each other and against manufacturers, representations, (b) verify dimensions and field measurements, (c) coordinate requirements of dependent Work (location, dimensions, access, fit, completeness, class, codes, etc.), and (d) notify ENGINEER in writing of any conflict, error, omission or deviation from manufacturers' recommendations discovered. CONTRACTOR shall be responsible for any delay and all costs resulting from performing any Work before obtaining a written clarification or interpretation from ENGINEER, if CONTRACTOR had actual knowledge, or should have reasonably known that any such Work (a) involves a conflict, error or omission, or (b) is subject to specific method of installation, performance or test procedure or result which is contrary to the recommendation of the corresponding manufacturer. **Contractor shall also be responsible for locating all property lines and right-of-way lines prior to beginning construction.**

2.6 SCHEDULE SUBMITTALS: Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit four copies of the following schedules to ENGINEER for review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work in accordance with the Contract Documents. The estimated progress shall clearly identify critical path tasks for various stages of the Work beginning from project start to final acceptance of the project.

2.6.2 A preliminary schedule of Shop Drawing submissions.

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. The Schedule of Values will be organized along the Divisions, and sub-divisions, of the Technical Specifications.

2.7 INSURANCE CERTIFICATES: Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy of ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.4, 5.5, and 5.6. Certificates of Insurance must be accompanied by a letter from the Contractor's Insurance Agent certifying that the insurance being provided meets the limits and requirements of the specifications. An explanation of any abbreviations used on the certificates must also be provided.

2.8 PRE-CONSTRUCTION CONFERENCE: Within twenty days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling

Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 FINALIZING SCHEDULES: At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - Contract Documents; Intent, Amending, Re-use

3.1 INTENT: The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 FUNCTIONALLY COMPLETE PROJECT: It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or be implication, shall mean the latest standard specifications, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraph 9.13.3 or 9.13.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.4. In the event of any conflict between any of these standard specifications, manuals, or codes and any Divisions of the Book of Technical Specifications, the latter requirements shall be binding on Contractor. In the event that two or more standard specifications, manuals, or codes conflict with one another, the requirement ultimately enforced shall be binding on CONTRACTOR. In this event it will be considered that the higher cost requirement has been considered in the CONTRACTOR'S Bid Proposal and the CONTRACTOR further agrees and acknowledges that compliance with this condition shall not warrant an increase in Contract Price nor Contract Time.

3.3 CONFLICT IN CONTRACT DOCUMENTS: If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from

ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. Until interpretation, clarification or instruction is obtained from ENGINEER, any work done by CONTRACTOR (or Subcontractors) after the discovery of such a conflict, error, or discrepancy, which is directly or indirectly affected by same, will be at his own risk and he shall bear all cost arising therefrom.

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS: The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1 A Change Order (pursuant to paragraph 10.4), or

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order.

3.5 WORK DIRECTIVE CHANGE: In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a Work Directive Change required by one or more of the following actions:

3.5.1 A Field Order (pursuant to paragraph 9.5 and 10.7)

3.5.2 ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.24), or

3.5.3 ENGINEER'S written interpretation or clarifications (pursuant to paragraph 9.4)

3.6 RE-USE OF DOCUMENTS: Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

3.7 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS:

3.7.1 All figures and dimensions on the drawings and specifications shall be carefully checked by CONTRACTOR, who shall note all conflicts, errors, or discrepancies. CONTRACTOR will be held responsible for any conflict, error, or discrepancy not discovered before the work is executed, unless contractor could not have reasonably known about the conflict, error, or discrepancy. CONTRACTOR shall promptly notify ENGINEER in writing of any discrepancies, errors, or omissions discovered in review of the Contract Documents. ENGINEER will promptly investigate the matter and respond to CONTRACTOR.

3.7.2 In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed, and work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail drawings shall govern over general drawings, larger scale details take precedence over smaller scale drawings, change order drawings govern over contract drawings, and contract drawings over shop drawings. Specifications shall govern as to products, execution and workmanship, and drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two drawings conflict, the more restrictive requirement as to quantities, product,

execution, workmanship, or performance shall be binding on CONTRACTOR, unless otherwise directed by OWNER.

3.7.3 After the Agreement date, CONTRACTOR shall be furnished with a maximum number of five (5) sets of Plans, Specifications and Addenda in addition to those CONTRACTORS purchased during the bid period. Additional Specifications or Drawings requested by CONTRACTOR will be provided in complete sets and at the expense of CONTRACTOR.

ARTICLE 4 - Availability of Lands; Physical Conditions Reference Points (NOT USED)

ARTICLE 5 - Bonds and Insurance

5.0 ST. JOHN THE BAPTIST PARISH GOVERNMENT, DEFINED.

For the purposes of this Article, the terms "St. John the Baptist Parish Government," "SJBP," and "OWNER" shall include, but may not be limited to, all of the following entities and persons: the St. John the Baptist Parish Government (a political subdivision of the State of Louisiana); the St. John the Baptist Parish Council (the governing body of St. John the Baptist Parish); their elected and appointed officials, all parish departments, districts, agencies, councils, boards, and commissions, officers, agents, servants, employees and volunteers; and the elected and appointed officials, departments, officers, agents, servants, employees and volunteers of those departments, districts, agencies, councils, boards, and commissions.

5.1 PERFORMANCE AND OTHER BONDS

5.1.1 Unless otherwise provided for in the Louisiana Public Bid Law, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds when required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such Sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority.

Any bond prescribed by the contract documents shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the federal Register, or by a Louisiana domiciled insurance company currently possessing a rating of no less than A- in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to the percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed and approved to do business in the state of Louisiana.

For any public works project, no surety or insurance company shall write a bond which is in excess of the

amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus in the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

5.1.2 If the Surety on any Bond or any insurance company providing any insurance overages furnished by CONTRACTOR is declared bankrupt, becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Article, CONTRACTOR shall within five (5) days thereafter, substitute another Bond and Surety and/or insurance company, both of which shall be acceptable to OWNER. The OWNER reserves the right to mandate the cessation of all work on the Project until the receipt of evidence of acceptable replacement Bonds and/or insurance.

5.1.3 If, at any time during the Contract Period, the CONTRACTOR fails to provide satisfactory evidence of all Bond and insurance requirements or fails to take all corrective action required by the OWNER, the OWNER reserves the right to mandate the cessation of all work on the Project until receipt of acceptable evidence of Bonds and insurance and/or corrective action undertaken.

5.2 INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold harmless the OWNER from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way result from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER as a result of any such claims, demands, losses and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of OWNER. This indemnification does not apply to any strict liability of the St. John the Baptist Parish Government. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suit is groundless, false or fraudulent.

5.3 POLICIES AND CERTIFICATES

All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

5.3.1 The Contractor/ Subcontractor's insurer will have no right of recovery or subrogation against the OWNER it being the intention of the parties that the insurance policies so affected shall protect both parties and shall be primary coverage for any and all losses covered by the below described insurance. Contractor's insurers shall waive all rights against the Owner

5.3.2 The OWNER shall be named as an additional insured as respects to liability arising out of activities

performed by or on behalf of the Contractor: products and completed operations of the Contractor, premises owned, occupied or used by Contractor. The Commercial General Liability Policy shall include ISO Forms CG 20 10 or its equivalent.

5.3.3 The insurance companies issuing the policy or policies shall have no recourse against the OWNER for payment of any premiums or for assessments under any form of policy.

5.3.4 Any and all deductibles and/or self-insured retentions in the below described insurance policies shall be assumed and be for the account of, and shall be borne solely by the Contractor/Subcontractor and at his sole expense without any right of reimbursement from the OWNER, and shall not exceed $10,000 per policy.

5.4 INSURANCE

See Section 01 Invitation for Bid, Paragraph 12.0 Insurance.

5.5 INFORMATION TO BIDDERS

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR. Neither the acceptance the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

5.5.1 Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" section of the contract specifications.

5.5.2 If any of the insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of OWNER, OWNER may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor. However, under no circumstances shall OWNER be responsible for the payment or provision of fees to any Broker, Wholesaler, Agent or Producer involved in the placement or renewal of the policy(ies) in question.

5.5.2.1 The contractor shall purchase and maintain boiler and machinery insurance or additional property insurance as may be required by Laws and Regulations which will include the interest of OWNER, Contractor, Subcontractor, Architect and Architect’s Consultants (or ENGINEER and Engineer's Consultants) in the work all of whom shall be listed as insured or additional insured parties.

5.5.3 All policies and certificates of insurance SHALL BE APPROVED BY OWNER PRIOR TO THE INITIATION OF ANY WORK. If OWNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract Documents, OWNER shall notify the Contractor in writing within fifteen (15) days after receipt of the certificates. The Contractor shall provide a written response to OWNER with objections within ten (10) days from the date of the letter request.

5.5.4 Other coverage may be required by OWNER based on specific needs. If such other coverage is required for this contact, that coverage will be described in the "Special Conditions" of the contract specifications.

5.5.6 Contractors Pollution coverage with minimum limits of $1,000,000.00 naming OWNER as an Additional Insured due to the nature of work being performed.

5.5.7 SUBCONTRACTORS - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein for the Contractor.

5.5.8 CERTIFICATE OF INSURANCE AND INDEMNIFICATION AGREEMENT - Contractor shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THESE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY OWNER BEFORE WORK COMMENCES, AND THEREAFTER UPON RENEWAL OR REPLACEMENT OF EACH REQUIRED COVERAGE. OWNER reserves the right to require complete, certified copies of all required insurance policies at any time and upon request.

5.5.9 INSURANCE REQUIREMENTS FOR CONTRACTORS - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid.

5.6 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

5.6.1 COVERAGE:

5.6.1.1 Insurance Services Office Commercial General Liability coverage ("occurrence form CG 00 01"). "Claims Made" form is unacceptable. The "occurrence form" shall not have "sunset clause".

5.6.1.2 Insurance Services Office form number CA0001 covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

5.6.1.3 Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

5.6.2 MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

5.6.2.1 Commercial General Liability: See Invitation for Bid Section 10.0 Insurance for coverage terms and limits.

5.6.2.2 Automobile Liability: $500,000 combined single limit per accident, for bodily injury and property damage.

5.6.2.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana (Statutory Benefits). Employers Liability limit is to be $1,000,000.

5.6.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS - Any deductibles or self-insured retentions must be declared to and approved by OWNER. At the option of the OWNER either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5.6.4 OTHER INSURANCE PROVISIONS: The policies are to contain, or be endorsed to contain, the following provisions:

5.6.4.1 General Liability and Automobile Liability Coverages

a) OWNER is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of OWNER.

b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to OWNER.

c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6.4.2 Workers' compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against OWNER for losses arising from work performed by the Contractor for OWNER.

5.6.4.3 All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, non-renewed, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested to OWNER.

5.6.5 ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers with A.M. BEST'S RATING OF NO LESS THAN A-:VI. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Corporation Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

5.7 PARTIAL UTILIZATION - PROPERTY INSURANCE

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the

property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or allowed to lapse on account of any such partial use of occupancy.

5.8 PRIMARY COVERAGE

OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.4 and 5.5.2.1 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by ENGINEER, engineer's consultant or subcontractor, CONTRACTOR will obtain the same.

ARTICLE 6 - Contractor's Responsibilities

6.1 SUPERVISION: CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR'S SUPERINTENDENT:

6.2.1 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR. If OWNER, at any time objects to the superintendent, CONTRACTOR shall provide a replacement superintendent at no increase in Contract Price or Contract Time.

6.2.2 The Superintendent shall, as a minimum, be required to be present at a monthly meeting of the Owner in order to address any applicable questions which may arise during construction of the project and to submit request for consideration and approval of any and all applications for payment. It shall be the Contractor's responsibility to ascertain and verify the time, date and location of said meeting. In the event the Superintendent fails to attend the said meeting, Owner may at his option refrain from approving any outstanding applications for payment until the requirements of this provision are fully complied with.

6.3 WORK HOURS: CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.3.1 Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work under the project site shall be performed during normal working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday, legal holidays observed by the OWNER, each year, without OWNER'S written consent given after prior written notice to ENGINEER.

6.3.2 Normal working hours shall be defined as CONTRACTOR'S normal eight-hour working period occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or legal holidays. Work during other than normal working hours may be scheduled as a regular procedure by CONTRACTOR if he first obtains written permission from OWNER. OWNER shall be entitled to recover costs for overtime inspection related to work done during other than normal working hours.

6.3.3 If CONTRACTOR, after reviewing the Contract Documents, and for his convenience and at no increase in Contract Price, feels that scheduled work during other than normal work hours will be required to complete the work within the Contract Time, CONTRACTOR shall submit a proposed schedule for said work with the construction schedule as described in Paragraph 2.6 of the General Conditions. This schedule will be reviewed for acceptance by OWNER and discussed at the pre-construction conference as described in Paragraph 2.8 of the General Conditions. If the schedule is accepted by OWNER, OWNER will not seek to recover costs for overtime inspection. OWNER'S approval of CONTRACTOR'S schedule will not be considered a basis for a change in the Contract Price. Changes in Contract Price will be resolved in accordance with Article 11 of the General Conditions.

6.3.4 If at any time subsequent to the submission of the construction schedule, an event within the control of CONTRACTOR occurs which, in the opinion of CONTRACTOR, requires him to request approval to schedule Work during other than normal working hours, for his convenience and at no increase in Contract Price, he shall submit at least three (3) working days in advance of overtime period proposed a revised schedule to ENGINEER. If OWNER accepts the schedule, CONTRACTOR will be notified in writing.

6.3.5 If the work performed during other than normal working hours is not scheduled in accordance with the procedures described above, or if CONTRACTOR'S schedule is not accepted by OWNER, OWNER will invoice CONTRACTOR for the costs of overtime inspection which will include but may not be limited to costs for engineering, administrative expenses and other related costs. In the event CONTRACTOR fails to pay such costs within 30 days after receipt of an invoice from OWNER, the unpaid amount will be deducted from CONTRACTOR'S pay estimates and charged to the Contract.

6.3.6 CONTRACTOR shall light the parts of the work performed during other than normal working hours as required to comply with the Municipality or Agency with jurisdiction.

6.4 MATERIALS, EQUIPMENT AND LABOR: CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 MATERIALS AND EQUIPMENT:

6.5.1 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of subparagraphs 9.13.3 or 9.13.4.

6.5.1.1 Manufacturer's warranty for all material, products and equipment to be furnished by the CONTRACTOR and to be incorporated into the completed work shall be furnished to the OWNER through the CONTRACTOR.

6.5.1.2 The manufacturer of all materials, products and equipment shall furnish complete information as to any special conditions, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in these specifications be contrary to the manufacturer's recommendations for use of the product, the manufacturer shall at once notify the CONTRACTOR who shall forward same to the ENGINEER for appropriate action. Lack of such notification shall be certification by the CONTRACTOR that specification requirements will be met by the material, products and equipment under project conditions.

6.5.1.3 Data submitted on all equipment shall include complete maintenance instructions and parts lists in sufficient detail to facilitate ordering replacements.

6.5.2 Any equipment proposed for installation by the CONTRACTOR shall meet the intent and provisions of the specifications. All equipment shall be equal in performance to that specified. Performance shall mean equal in quality of construction and materials, efficiency, ease of maintenance, reliability and ability to meet the design parameters on which the specifications are based. Service over the life of the equipment is another factor on which the specification is based and the CONTRACTOR shall provide a written assurance that local service and a manufacturers' representative are currently available to provide service.

6.5.3 It shall be the responsibility of the CONTRACTOR to make certain that any equipment included in his bid meets the above- listed requirements. The CONTRACTOR shall submit to the ENGINEER a list of similar installations by the manufacturer of all major items of equipment to enable ENGINEER to determine their compliance with these drawings and specifications in regard to performance, design, arrangement and capacity. ENGINEER's out-of-pocket expenses to investigate and inspect similar installations of major items of equipment shall be paid by the CONTRACTOR.

6.6 ADJUSTING PROGRESS SCHEDULE: CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.6.1) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1 CONTRACTOR is to furnish only material and equipment named or specified in the Contract Documents except where the Contract specifically allows for substitutions after the Contract award. Provisions to submit proposals for substitute and "Or Equal" materials and equipment before Bid opening are included in the Instructions to Bidders.

6.7.2 If an item of material or equipment named or specified in the Contract Documents is unavailable after Contract award, CONTRACTOR shall provide prompt written notice to the ENGINEER, and with such notice propose a substitute item with sufficient data to allow ENGINEER's review to determine if the proposed substitute has the essential characteristics of the item named or specified and desired. Any such request for substitution shall be made in sufficient time (including time for ENGINEER's review of the request, OWNER's issuance of a Change Order or Work Directive Change, shop drawing submittal and review, fabrication and delivery of the item, etc.) in advance of the scheduled time for installation of the item to avoid delay to the work. Any cost savings resulting

from such substitution shall be credited to the OWNER in a Change Order. Any increased costs resulting from the substitution shall be borne by the CONTRACTOR and the unavailability of the item shall not entitle the CONTRACTOR to an extension of Contract time, unless CONTRACTOR can establish that due to no fault of CONTRACTOR, CONTRACTOR's subcontractors or Suppliers, it was not possible to determine availability of the item before the Contract was awarded.

6.7.3 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER.

6.7.4 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing.

6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection as to their responsibility. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2 A Subcontractor or other person or organization identified in CONTRACTOR'S Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if OWNER does not deliver a written objection thereto within 45 days after CONTRACTOR'S written identification of such Subcontractors. However, if, in accordance with the Louisiana Public Bid Law, OWNER has reasonable objection as to the responsibility of any Subcontractor whether identified in the Bid or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change in the Contract Price. After acceptance by OWNER of any particular Subcontractor, CONTRACTOR shall make no substitution without written approval of OWNER. No acceptance by OWNER of any such Subcontractor, supplier, or other person or organization shall constitute a waiver of any right of OWNER to reject defective work.

The Contractor shall submit to the Owner, for review and written approval, a list of all proposed Subcontractors prior to the commencement of any work by such Subcontractor on the Project. No Subcontractor shall be permitted to commence work, furnish labor, materials, or equipment on the Project until the Subcontractor has been approved in writing by the Owner. The Owner reserves the right to reject any proposed Subcontractor for reasonable cause, including lack of qualifications, licensing deficiencies, inadequate experience, prior unsatisfactory performance, or other circumstances that may adversely affect the successful completion of the project.

6.9 RESPONSIBILITY OF CONTRACTOR FOR SUBCONTRACTORS AND SUPPLIERS:

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a

direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 The CONTRACTOR shall coordinate the Work of Subcontractors to avoid conflicts and to assure clearances. Shop drawings of various trades shall be compared by CONTRACTOR before submittal to the ENGINEER for approval, to ascertain that the installation proposed does not conflict with the structured support or space requirement. The CONTRACTOR shall have full responsibility for satisfactory coordination and completion of all subcontract items.

6.9.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The Divisions of the Specifications are complementary, and anything mentioned or shown in a Division of the Specifications or in a Specific Trade Drawing shall be of like effect as if shown in all Divisions of the Specifications and in all Drawings.

6.9.4 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.8. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.4 and 5.5.2.1.

6.10 PATENT FEES AND ROYALTIES: (NOT USED)

6.11 PERMITS: Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses including appropriate NPDES/LPDES permits. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement, CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.12 LAWS AND REGULATIONS:

6.12.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work including appropriate NPDES/LDPES regulations. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.12.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.13 TAXES: CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.14 USE OF PREMISES: CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or by law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

6.15 CLEANING PREMISES: During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.16 LOADING STRUCTURES: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.17 RECORD DOCUMENTS: CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during the construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

6.18 SAFETY AND PROTECTION: CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.18.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.18.2 All the Work and materials and equipment to be incorporated whether in storage on or off the site.

6.18.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the

course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.18.2 or 6.18.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.19 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

6.20 EMERGENCIES: In emergencies affecting the safety or protection of persons, the Work, or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

6.21 SHOP DRAWINGS: After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), five copies of all Shop Drawings, unless otherwise indicated in the Supplemental Conditions, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specific performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.22 SAMPLES: CONTRACTOR shall also submit to ENGINEER for review and acceptance with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.23 SHOP DRAWINGS AND SAMPLES SUBMISSION REQUIREMENTS:

6.23.1 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all

quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.23.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and acceptance of each such variation.

6.24 ENGINEER'S REVIEW OF SHOP DRAWINGS AND SAMPLES:

6.24.1 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.24.2 After his first review and comments on the Shop Drawings and samples the ENGINEER will either give his approval in accordance with the provisions of paragraphs 6.24.1, or request changes and corrections as noted. The CONTRACTOR shall then make changes and corrections noted and return them to the ENGINEER. If the Shop Drawings and samples are then acceptable, the ENGINEER will return them to the CONTRACTOR, as approved. However, if further revisions are required, ENGINEER'S cost and expenses of further review shall be paid by the CONTRACTOR.

6.24.3 ENGINEER’s review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to such variation at the time of submission as required by paragraph 6.23.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.23.1 and 6.23.2.

6.24.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

6.25 CONTINUING THE WORK: CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

6.26 INDEMNIFICATION:

6.26.1 To the fullest extent permitted by law, the CONTRACTOR shall protect, defend, indemnify, save and hold

harmless the OWNER, including all Parish Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of CONTRACTOR, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the OWNER, all Parish Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action except those arising out of the.... sole .....negligence of the OWNER, all Parish Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers. The CONTRACTOR shall investigate, adjust, settle, contest to resolution, resist claims, handle, respond to, provide defense for and defend any such claims, demands, proceedings, judgments, or suits at its sole expense related thereto, even if such claim, proceeding, judgment, demand or suite is groundless, false or fraudulent.

6.26.2 In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.26.3 The obligations of CONTRACTOR under this paragraph 6.26 shall not extend to the liability of ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

6.27 PROJECT MEETINGS: CONTRACTOR, along with appropriate Subcontractors, shall attend project meetings requested by OWNER for the purpose of discussing and resolving matters concerning the various elements of the work.

6.28 CONTRACTOR shall perform all work under this Agreement as an independent contractor and shall not be considered as an agent, employee, or servant of OWNER, nor shall CONTRACTOR'S subcontractors, employee's agents or servants, be considered to be agents, employees, or servants of OWNER.

6.29 QUALITY CONTROL:

6.29.1 CONTRACTOR shall establish a quality control system, narrative in style, to perform sufficient supervision, inspection and testing of all items of work including that of his Subcontractors to insure conformance to applicable Specifications and Drawings with respect to the material, workmanship, construction, finish, functional performance and identification. CONTRACTOR'S quality control system will specifically include the surveillance of the tests required in the technical provisions of the Specifications. A person shall be placed in charge of the CONTRACTOR'S quality control system and that person shall be other than the CONTRACTOR'S superintendent.

6.29.2 CONTRACTOR'S quality control will specifically include the checking, approval and coordination of all Shop Drawings, the ascertaining of the compliance of all items with specification requirements and the tests required in the technical provisions of the specifications, a procedure for preparing non-conformance reports, and completing a Daily Quality Control Report.

6.29.3 CONTRACTOR has the sole responsibility for compliance of the construction with the requirements of the Drawings and Specifications and the quality control system shall be such that this compliance is assured.

6.29.4 The quality control person shall, in the presence of the OWNER'S, check all contractor established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other item which cannot be located and inspected when work is complete. Data obtained shall be recorded by the quality control person on the record documents.

6.29.5 Within ten days after the date of the Agreement, CONTRACTOR shall furnish ENGINEER a quality control plan which shall include the name and experience record of the person in charge, procedures, instructions and reports to be used.

6.29.6 The form of Quality Control Daily Report is shown in Exhibit "B". This form shall be completed by the CONTRACTOR and each sub-contractor. This daily report shall include complete information as to personnel and equipment being utilized on the project along with a summary of work activities, (i.e., footage of various pipe laid, piles driven, equipment installed etc.) for each days work. These daily reports shall be included with CONTRACTOR'S monthly application for payment. The application for payment will be considered incomplete and will not be processed without inclusion of the Quality Control Daily Reports.

ARTICLE 7 - Other Work

7.1 RELATED WORK AT SITE: OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.2 ACCESS TO THE SITE: CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.3 ACCEPTANCE OF THE WORK OF OTHERS: If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other CONTRACTOR or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure so to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

7.4 COORDINATION:

7.4.1 Whenever Work to be performed by CONTRACTOR is dependent upon the work of other parties, CONTRACTOR shall coordinate that Work with the dependent work to the same extent that CONTRACTOR is required to coordinate dependent Subcontractor Work. Installation of Work by CONTRACTOR, directly or through a Subcontractor, in any given area, shall constitute acceptance by CONTRACTOR (including the Subcontractor) of all previously placed dependent work.

7.4.2 If OWNER contracts with other parties for other work, ENGINEER will have the authority and responsibility for coordinating activities of CONTRACTOR and those parties, unless another person or organization with specific authority and responsibility for coordination of the CONTRACTOR and those other parties is expressly designated in the Supplementary Conditions or at the pre-construction conference.

7.4.3 If OWNER contracts with other parties for other work, CONTRACTOR shall be responsible for cooperating with ENGINEER fully in the coordination of CONTRACTOR's Submittals with dependent Submittals of those other parties whose work in any way relates or depends upon the Work, or visa versa. When submitted to ENGINEER any such coordinated Submittal of CONTRACTOR shall identify by specific notation, within or attached to that Submittal, each and every item of interface with the other work.

7.5 MUTUAL DUTIES AND RESPONSIBILITIES:

7.5.1 If CONTRACTOR causes damage to the work or property of others, or if a claim arising out of CONTRACTOR's execution of Work is made by another party against CONTRACTOR, OWNER, or ENGINEER, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall defend, indemnify and hold harmless OWNER, ENGINEER and others as provided in paragraph 5.2, from and against all claims arising out of or resulting from damage by CONTRACTOR to the work or property of others or from CONTRACTOR's execution of the Work.

7.5.2 If another party causes damage to Work or property of CONTRACTOR, or if the performance of other work results in any claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with that party by agreement or otherwise resolve the claim. CONTRACTOR shall not begin any action against OWNER or ENGINEER, their consultants, agents or any of their directors, officers, shareholders, agents or employees, or others indemnified as provided in paragraph 5.0, or permit any action against them to be maintained in CONTRACTOR's name or for CONTRACTOR's benefit before any court or tribunal, which action seeks to impose any liability or recover any damages from OWNER or ENGINEER for such claim.

7.5.3 Except as excluded in paragraph 7.5.4, if any party performing other work causes suspension of Work resulting in unreasonable delay under the circumstances, and if, upon a request from CONTRACTOR, OWNER concludes that any such delay requires a change in Contract Price or Contract Time, OWNER shall, pursuant to Articles 10 through 12, authorize such a change in Contract Price or Contract Time, or both.

7.5.4 If a party performing other work is granted an extension in a contract time only (based on unreasonable delay under circumstances not caused in whole or in part by acts or omissions of that party, OWNER, ENGINEER or OWNER's representative on that other work), and if, upon a request from CONTRACTOR, OWNER concludes that the extension granted to the other work requires a change in a coterminous Contract Time in the Contract Documents, OWNER shall authorize the necessary change in Contract Time only.

7.6 CONTRACTOR'S RESPONSIBILITY FOR OWNER COSTS: If CONTRACTOR becomes involved in settling or

otherwise resolving claims with other persons performing other work arising out of events covered under paragraphs 7.5.1 or 7.5.2, or because of any other similar controversy, including damage to the Work or other work or a dispute about responsibility for clean-up or any other issue, neither OWNER, ENGINEER, nor any of their consultants, agents nor any of their directors, officers, stockholders nor employees will be involved in any way in such actions (except if subpoenaed). If OWNER incurs costs contrary to the provisions of this Article, CONTRACTOR shall reimburse those costs to the OWNER.

ARTICLE 8 - Owner's Responsibilities

8.1 Written communications from OWNER to CONTRACTOR will generally be issued through ENGINEER. If the need arises to issue written communication directly, a copy will be issued concurrently to ENGINEER. Written communications from CONTRACTOR to OWNER shall be issued to ENGINEER (and include two (2) copies for OWNER); from Subcontractor or Suppliers shall be issued through CONTRACTOR.

8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint another ENGINEER whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to the provisions of Article 16.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4 OWNER'S duties in respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5 OWNER is obligated to execute Change Orders, either unilateral or negotiated, in OWNER's sole discretion, covering necessary changes in the work.

8.6 OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - Engineer's Status during Construction

9.1 OWNER'S REPRESENTATIVE: The OWNER will provide an OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER.

9.2 VISITS TO SITE: In addition to the OWNER's representative, ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Neither the

OWNER's representative nor the ENGINEER will be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

9.4 CLARIFICATIONS AND INTERPRETATIONS: ENGINEER will issue with reasonable promptness such written clarification of interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the General Conditions.

9.5 AUTHORIZED VARIATIONS IN WORK:

9.5.1 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

9.5.2 ENGINEER shall prepare change orders at OWNER'S request, and when required by the contract documents, ENGINEER shall set the price and/or time adjustments he deems reasonable.

9.6 REJECTING DEFECTIVE WORK: ENGINEER, based on its observations, reports of resident engineer(s) will have authority to disapprove or reject Work at any time during the construction of the Work, which does not conform to the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the work as provided in Paragraph 13.9, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of non-conforming Work, CONTRACTOR shall take immediate action to correct same.

9.7 SHOP DRAWINGS: In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.21 through 6.25, inclusive.

9.8 CHANGE ORDERS: In connection with ENGINEER'S responsibilities for Change Orders, see Articles 10, 11 and 12.

9.9 PAYMENTS: In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

9.10 DETERMINATIONS FOR UNIT PRICES: ENGINEER will determine the actual quantities and classifications of unit price work performed by CONTRACTOR. Engineer will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application of Payment or otherwise). ENGINEER's written decision will be final and binding on CONTRACTOR, unless within ten days after the date of any such decision, CONTRACTOR delivers to the ENGINEER and OWNER

written notice of intention to appeal the ENGINEER's decision.

9.11 DECISIONS ON DISPUTES: ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days of after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraph 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13.1 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.13.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13.3 or 9.13.4.

9.13.3 ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.13.4 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - Changes in the Work

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order, Field Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.1 CHANGE ORDERS: Change Orders shall be submitted using the Change Order AIA G701 form unless otherwise determined. Change orders may be issued by OWNER in one of the following manners:

10.1.1 Bilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR have agreed on the price and time adjustment made necessary by the particular change order.

10.1.2 Unilateral change order: Type of order issued to CONTRACTOR when OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular change order, within the scope of the project. The OWNER will issue the unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable. Any dispute in connection with the issuance of a unilateral change order shall be subject to the provisions of paragraph 9.11 and Article 16.

10.2 CHANGE ORDER CLAIM: If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change or Change Order, a claim may be made therefore as provided in Article 11 or Article 12.

10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.20 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

10.4.1 Changes in the Work which are ordered by OWNER pursuant to Article 10, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14 or are agreed to by the parties;

10.4.2 Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3 Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.25.

10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6 WRITTEN PROPOSALS: At any time ENGINEER may request a quotation from CONTRACTOR for a proposed

change in the Work. Within 15 calendar days after receipt of a Notice of a Proposed Change, unless otherwise indicated in the Notice, CONTRACTOR shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time corresponding to the proposed change. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with the requirements of Articles 11 and 12 and in sufficient detail to reasonably permit an analysis by ENGINEER of all material, labor, equipment, subcontract, and overhead costs and fees and shall cover all aspects of the work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. Notwithstanding the request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed quotation will not constitute a basis for an increase in contract time.

10.7 FIELD ORDER: ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order or in the approval of a shop drawing or sample, and shall be binding on CONTRACTOR. CONTRACTOR shall proceed with the performance of the changes in the Work so authorized by ENGINEER unless CONTRACTOR believes that such Field Order or approved shop drawing or sample entitles him to a change in the Contract Price or Time, or both, in which case CONTRACTOR shall give ENGINEER a written Notice of a Proposed Change thereof along with supporting documentation within 3 days of receipt of the Field Order or the approved shop drawing or sample and prior to commencing work. CONTRACTOR shall document the basis for the change in Contract Price or Time in accordance with paragraph 10.6 and the requirements of Article 11 and Article 12. Request for a Change Order to adjust Contract Price or Time arising out of a Field Order or an approved shop drawing will not be considered without the attachment thereto of a copy of the referenced Field Order or approved shop drawing. No claim by CONTRACTOR will be allowed if The Notice of a Proposed Change is submitted after Work on the Field Order or the approved shop drawing or sample has commenced, or after Final Payment under this Agreement.

10.8 CONTRACTOR'S ACCEPTANCE OF A CHANGE ORDER: The increase or decrease in Contract Price or Contract Time, or both stated in a Change Order signed by CONTRACTOR shall unequivocally comprise the total price and/or time adjustment due or owed for the Work or changes defined in the Change Order. By executing a Change Order, CONTRACTOR acknowledges and agrees that the stipulated increases or decreases in Contract Price and/or time represent full compensation for all increases or decreases in the cost of or the time required to perform the entire Work under the contract arising directly or indirectly from the change, including the costs and delays associated with the interruption of schedules, extended overheads, delay, loss of momentum, acceleration to overcome delays and loss of momentum, and cumulative impacts or ripple effect on all other non-affected work under this contract. Such signing of a Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change, subject to the current scope of the Work as set forth in the Contract Documents. Acceptance of this waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR will waive all rights to file a claim on the Change Order after it is properly executed by OWNER and CONTRACTOR

10.9 If upon the review of any proposal or claim submitted by CONTRACTOR, ENGINEER or OWNER determines that an adjustment or that no adjustment in Contract Price or Contract Time is justified under the Contract documents, that determination shall be final and binding on CONTRACTOR unless CONTRACTOR files a subsequent written notice of claim in the form of a Notice of Proposed Change in accordance with Articles 11 and 12, referencing the disputed determination, and CONTRACTOR furnishes any additional supporting data requested by

ENGINEER or OWNER.

ARTICLE 11 - Change of Contract Price

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order CONTRACTOR shall notify ENGINEER by means of a Written Notice of a Proposed Change within fifteen days, or earlier if so required elsewhere in the Contract Documents, of the occurrence of an event which CONTRACTOR believes entitles him to a change in the Contact Price. Supporting data shall be delivered within fifteen days of such notice or within thirty days of such occurrence, whichever is later, unless OWNER allows an additional period of time to ascertain accurate cost data. CONTRACTOR must prove that additional costs were necessarily incurred which meet the criteria set forth in Paragraph 10.4, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent such costs. Failure of CONTRACTOR to comply with the time requirements for written Notice of a Proposed Change or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an addition to the Contract Price.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 LUMP SUM PRICES INCLUDED IN THE CONTRACT: Where the Work involved is covered by lump sum prices included in the Proposal Documents, Schedule of Contract Items and Unit Price; the Contract Price shall be adjusted by the lump sum prices.

11.3.4 NEGOTIATED LUMP SUM: If the Contract Price is adjusted on the basis of an agreed to Lump Sum, and the costs are estimated in accordance with this Article 11.

11.3.5 COST OF THE WORK: If OWNER and CONTRACTOR cannot agree that any of the methods described in 11.3.1, 11.3.2, 11.3.3 or 11.3.4 above are appropriate for the proposed work, OWNER may direct CONTRACTOR to proceed on the basis of actual costs in accordance with Article 11.

11.3.6 UNILATERAL CHANGE ORDER: If OWNER and CONTRACTOR cannot agree on the price and/or time adjustment necessitated by the particular proposed change order, the OWNER may issue a unilateral change order setting forth such price and/or time adjustments that ENGINEER shall deem reasonable.

11.4 COST OF THE WORK: The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 The Cost of the Work involved includes payroll costs for CONTRACTOR's craft labor, including foremen, assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved. Labor work hours shall not exceed current "Means open Shop Building Construction Cost data" applicable to the work involved. Payroll costs shall include wages and may include those labor burdens expressly certified in advance by a duly authorized financial representative of CONTRACTOR and so approved by OWNER, Examples of labor burdens include social security, unemployment taxes, worker's compensation, health and retirement benefits, vacation and holiday pay. When determining actual payroll costs under paragraph 11.3.5: (a)

contemporaneously, daily time sheets certified by CONTRACTOR and verified by ENGINEER along with certified payroll records shall be valid records; (b) after-the-fact daily time sheets shall be valid only if they expressly correlate to the Work involved, and if recorded at that time and used for payroll.

11.4.2 The Cost of the Work involved includes payments by CONTRACTOR to Suppliers for material and equipment used in the Work involved, including transportation, storage and necessary Suppliers' field services. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained. If required by OWNER, CONTRACTOR shall obtain bids for designated materials or equipment and nominate at least two (2) Suppliers for selection by OWNER. When determining actual Supplier costs, invoices segregating items associated with the Work involved shall be the record upon which to base actual costs.

11.4.3 The Cost of the work involved includes payments made by the CONTRACTOR to Subcontractor for the Work involved performed by the Subcontractor. The methods for calculating Subcontractors' costs shall be the same as for CONTRACTOR costs, except that the term Subcontractor shall replace the term "CONTRACTOR", context permitting. If OWNER requires, CONTRACTOR shall obtain detailed competitive sub-bids and nominate at least two (2) Subcontractors for the performance of any work involved for selection by OWNER.

11.4.3.1 All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Construction Equipment Costs: The Cost of the work involved includes costs for individual construction equipment with replacement value in excess of $1,000,000. Transportation, loading and unloading, installation, dismantling and removal costs shall be allowed only if prior consent is obtained from ENGINEER, and if equipment is, or was, transported to the site solely for the Work involved. Shipping costs will be allowed if the equipment requires the use of a carrier, and provided the travel distance does not exceed that for equipment in St. John the Baptist Parish. When multiple attachments are used, only the highest cost attachment shall be recoverable. Equipment costs shall cease when the equipment is no longer needed for the Work involved. Payroll costs for labor operating the equipment are as specified in paragraph 11.4.1. Equipment costs shall be computed using the same accounting and estimating rules and prices, whether related to added or deleted Work.

11.4.4.1 When determining actual construction equipment costs under paragraph 11.3.5: (a) contemporaneously, daily logs of the equipment, operators and actual usage, verified by ENGINEER, shall be the valid records; (b) after-the-fact, such daily records shall be valid only if developed when the Work involved was performed and used for accounting purposes.

11.4.4.2 Rented or owned equipment at the site, idled solely by actions of OWNER or ENGINEER, shall be paid at the rates for rented equipment, or based on fifty percent (50%) of the rates for owned equipment, respectively, provided that the idle period exceeds that normally experienced for such equipment and occurs during normal working hours.

11.4.4.3 Rented or Leased Construction Equipment: Construction equipment rented or leased from third parties shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on the actual rental or lease agreements), or in the event that no agreement is reached, using those rates listed in the Rental Rate "Blue Book" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area and applicable to the equipment (model number and year), but in no event shall the rate exceed those issued by local equipment rental companies within St. John the Baptist Parish. The equipment rate for second or third shift Work shall not exceed fifty percent (50%) of the base rate. Operating costs shall

not exceed the hourly operation rate in the Blue Book. Hourly rates for equipment previously in use on the work for at least a month shall be based on the monthly rate divided by 176 hours. Equipment previously in use for only one week or not previously in use at the site shall not be invoiced to OWNER at rates higher than the following schedule of equipment use and payment category: applicable to equipment listed in the Rental Rate "Blue Book"

Less than 8 hours	Hourly Rate
1 day but less than 7 days	Daily Rate
1 week but less than 30 days	Weekly Rate
30 days or more (when in use)	Monthly Rate

11.4.4.4 Owned Construction Equipment: Construction equipment Owned by CONTRACTOR, or rented or leased from lessors associated with or owned by CONTRACTOR, shall be priced using either the specific rates negotiated between OWNER and CONTRACTOR (based on rates consistent with CONTRACTOR's normal accounting practices), or in the event that no agreement is reached, using the rates listed in the "Contractor's Equipment Cost Guide" published by Dataquest, Inc. for the region covering the New Orleans metropolitan area, but in no event shall the equipment ownership costs exceed rental rates of local equipment rental companies within St. John the Baptist Parish and operating costs shall not exceed the hourly operation rate in the Blue Book. For multiple shifts, rates shall not exceed the shift Work adjustments recommended in the "Contractor's Equipment Cost Guide".

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Costs of field supplies and purchase costs (less market value if not consumed) of tools individually valued at less than $1,000 that are not owned by the workers, if CONTRACTOR provides an itemized list of the field supplies and tools required for the performance of the Work involved; however, no such costs shall be allowed over 4% of the labor costs under paragraph 11.4.1, excluding burdens, unless CONTRACTOR furnishes detailed data sufficient to allow verification that a higher percentage is appropriate for the work involved.

11.4.5.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.4 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.5 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to

that stated in paragraph 11.6.2.

11.4.5.6 The costs of utilities, fuel and sanitary facilities at the site.

11.4.5.7 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.8 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work, all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.4.9 above).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.5.7 Attorney's Fees and/or Court Costs.

11.5.8 Costs or fees of consultants retained or utilized by CONTRACTOR, or his agents, for the purpose of making or filing a claim against OWNER, pursuing litigation or defending any claim and/or dispute.

11.5.9 CONTRACTOR shall not be allowed to include as part of the Cost of the Work involved any construction equipment or supplemental costs that cannot be shown to increase on account of, or are not directly attributable to, the performance of the Work involved. Payroll costs for the full time resident superintendent included within the requirements of paragraph 6.2.1 are but one example of such costs.

11.6 CONTRACTOR'S FEE: The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined by negotiations. The objective of negotiations shall be the exercise of sound business judgment including a fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, percent of subcontracted work, equipment requirements, and time of performance. In no case, however, shall the fee for overhead and profit exceed the following percentages of the various portions of the Cost of the Work:

11.6.1 For costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall not exceed 15%;

11.6.2 For costs incurred under paragraph 11.4.3, and for work performed by a CONTRACTOR'S Subcontractor, the CONTRACTOR'S fee shall not exceed 10% and the Subcontractor's fee shall not exceed 15%; for costs incurred under paragraph 11.4.3, and Work performed by a Subcontractor's Subcontractor, the CONTRACTOR'S and the Subcontractor's fee shall not exceed 5% and 5%, and the Subcontractor's fee shall not exceed 15%.

11.6.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4 and 11.5.

11.6.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S fee in accordance with the following:

11.6.5 When both additions and credits are involved in one change, and the additions exceed the credits, the adjustment in CONTRACTOR'S fee shall be computed on the amount by which the additions exceed the credits, except that no adjustments shall be allowed on the costs developed in accordance with paragraph 11.3.1;

11.6.6 When both additions and credits are involved in one change, and the credits exceed the additions, CONTRACTOR will be allowed to retain fee on the amount by which the credits exceed the additions, except that no adjustment shall be allowed on the costs developed in accordance with paragraph 11.3.1 or 11.3.2.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.8 Bidders shall submit the included Louisiana Uniform Public Work Bid Form with bid. Each bid item shall be it's own Item unit price or "Lump Sum" unit price, whichever applicable. Upon receipt of contract, the Contractor shall provide an itemized Schedule of Values.

ARTICLE 12: Change of Contract Time

12.1 The Contract Time may only be changed by a Change Order. Any claim or request for an extension in the Contract Time shall be based on a written Notice of a Proposed Change delivered to ENGINEER within seven days, or earlier if so required in the Contract Documents, of the occurrence of the event giving rise to the request or claim. Supporting data as to the extent of the request or claim shall be delivered within fifteen days of such Notice, or within twenty-two days of the event giving rise to the occurrence, whichever is later, unless ENGINEER allows an additional period of time to ascertain more accurate data. CONTRACTOR must prove that extensions to the Contract Time have materialized which meet the combined criteria set forth in paragraph 12.2 below and Official Progress Schedules of the General Requirements, despite CONTRACTOR'S reasonable, prudent, and diligent efforts to prevent or overcome such delays. Failure of CONTRACTOR to comply with the time requirements for written Notice or for submittal of supporting data shall be considered to be a waiver by CONTRACTOR of any claim for an extension in the Contract Time.

12.2 The Contract Time will be extended in an amount equal to the time lost due to delays beyond the control and without the fault of CONTRACTOR, and which CONTRACTOR could not have guarded against, if a claim is made therefore as provided in Paragraph 12.1 and is substantiated to the satisfaction of OWNER. Such delays may include, but not limited too, unusually severe weather, sink holes, archaeological finds, acts of God, acts of the public enemy, acts of OWNER in either its sovereign or contractual capacity, furnishing of lands, right-of-way or

easements by OWNER, acts of another CONTRACTOR in the performance of a Contract with OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors of Suppliers at any tier arising from causes other than normal weather beyond the control and without the fault or negligence of both CONTRACTOR and such Subcontractors and Suppliers; and further provided that

12.2.1 The Contract Time is extended only to the extent that the delay is unreasonable under the Contract, which is the extent the delays set forth in paragraph 12.2 above exceed the Total Float Time available in the Official Schedule and extend completion of the Work, or specified part of the work, beyond the corresponding Contract Time.

12.3 If upon evaluation of CONTRACTOR's analysis, OWNER justifies an extension in Contract Time under paragraph 12.1 through 12.3 for delay not caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER, the OWNER shall authorize the necessary change in Contract Time only.

12.4 COMPENSABLE DELAY:

12.4.1 Unless otherwise excluded in the Contract Documents, an extension in Contract Time may be combined with an increase in Contract Price to the extent the delay was not concurrent with CONTRACTOR delay, was caused in whole or in part by acts or omissions within the control of OWNER or ENGINEER and is due to one of the following: Underground Facilities that are not shown (i.e., previously unknown); an emergency; objection, for OWNER's convince, to a Subcontractor, historic resources, uncovering of work not found to be defective under paragraph 13.9; delay under paragraph 7.5.3 or any other suspension of Work; changes in the Work; differing site conditions; and variation in quantities.

12.4.2 Changes in Contract Price for extensions in Contract Time may include increase in the Cost of the Work, as provided in Article 11, related to the extension in Contract Time, but shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuous basis but primarily used in the furnishing and incorporating of materials/equipment into the Work, (b) operating costs and owned/rental costs of construction equipment used solely in the furnishing and incorporating of materials/equipment into the Work (crane used for specific lifts, concrete pump used for specific pours, etc.), and fully paid site facilities, tools, etc.

12.4.3 If a delay meeting the conditions of paragraph 12.4.1 delays Substantial completion of the Work beyond the Contract Time for Substantial Completion, OWNER shall negotiate with CONTRACTOR the reimbursement of an amount to cover administrative costs (under paragraphs 11.5.1 through 11.5.4) that will be or were unabsorbed prior to the expiration date of that contract Time. Reimbursement shall be based on the lesser of (a) five percent (5%) times that portion of the Contract Price remaining un-billed, less retainage, prior to the expiration of that Contract Time, or (b) the product of that un-billed portion of the Contract Price times the (companywide) ratio of CONTRACTOR's administrative costs to billings, or (c) that amount derived by an application of the Eichleay formula.

12.4.4 CONTRACTOR shall not recover from OWNER (a) acceleration costs incurred to overcome delays which warrant extensions in Contract Time but exclude changes in Contract Price, (b) escalation costs for any part of the Work not delayed beyond the Late Dates in the Official Schedule, or (c) delay costs not expressly allowed in this Article.

ARTICLE 13 - Warranty and Guarantee; Tests and Inspections: Correction, Removal or Acceptance of Defective

Work

13.1 WARRANTY AND GUARANTEE: CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of observed defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.1.1 The obligations of CONTRACTOR under this Paragraph 13.1 shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

13.1.2 In special circumstances where a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and notwithstanding anything in the Contract Documents to the contrary, CONTRACTOR shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between Substantial Completion and Initiation of Operation, and for such maintenance CONTRACTOR shall receive no adjustment to the Contract Price.

13.1.3 The warranty or guarantee provided by CONTRACTOR under Paragraph 13.1 of the General Conditions shall remain in full effect throughout the period from the date of Initiation of Operation of the entire work to the end of the Correction Period (as that term is defined in these General Conditions.

13.2 ACCESS TO WORK: ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 NOTICE OF TESTS AND INSPECTIONS: CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 TESTS AND INSPECTIONS: If any laws or regulations of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval to CONTRACTOR'S purchase thereof for incorporation in the work.

13.4.1 All construction testing and certifications required under the Specifications shall be performed by Certified Technicians from an Independent Testing Laboratory.

13.4.2 The Testing Laboratory shall submit to the ENGINEER and the CONTRACTOR one digital copy, of all applicable test data, certifications and reports as required. All required test data and material certifications for each respective item of work must be submitted to the ENGINEER prior to application for payment. Any applications not accompanied by required test data and/or certifications shall be recommended for payment at an amount not to exceed 50% of contract until cost of required test data and certifications are submitted and subsequently approved.

13.4.3 Upon completion of the project and prior to substantial completion, the testing laboratory shall certify

that all testing and certification requirements of the specification have been satisfactorily met.

13.4.4 The CONTRACTOR is cautioned to provide termination provisions in its sub-agreement with the testing laboratory. In the event that the testing services prove not up to recognized standards, the ENGINEER reserves the right to withdraw his approval and require another laboratory be furnished by the CONTRACTOR at no increase in Contract Price.

13.5 All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER

13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

13.8 UNCOVERING WORK: If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

13.9 PAYMENT FOR UNCOVERING WORK: If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price of an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

13.10 OWNER MAY STOP THE WORK: If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party. In the event the OWNER stops the work pursuant to this paragraph 13.10, CONTRACTOR shall not be entitled to delay damages, including without limitation, demands for extended job site overhead, home office overhead, cumulative impacts, loss of productivity and efficiency, learning curve impacts, equipment down time and/or interest penalties, occasioned directly or indirectly by the stop work order.

13.11 CORRECTION OR REMOVAL OF DEFECTIVE WORK: If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work

has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court costs) made necessary thereby. CONTRACTOR shall not be entitled to time extension of the Contract Time for correction or removal of defective work.

13.12 ONE YEAR CORRECTION PERIOD: If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the work to one year after the date of Initiation of Operation for the Project, the particular item of equipment or designated part of the work is found to be defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with ENGINEER'S written instructions, either correct such defective Work, or if it has been rejected by ENGINEER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR.

~~13.12.1 Subject to the conditions set forth in paragraphs 13.1.2 and 13.1.3 and the adjustments described in Subparagraphs 13.12.2, below, the Correction Period shall be one year.~~

~~13.12.2 Unless another date is indicated in the Contract Documents the date the Work is Substantially Complete shall be the date for Initiation of Operation to occur. However, OWNER may at its sole option advance or delay the date for Initiation of Operation, and CONTRACTOR'S obligations to extend warranties and guarantees in accordance with paragraph 13.1.2 and 13.1.3 or to maintain the Work in accordance with paragraph 13.1.2 until then shall remain absolute. Applicable Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate.~~

13.12.3 CONTRACTOR'S responsibilities under the paragraph 13.12, including sub-paragraphs, are in addition to, not in lieu of, all other obligations imposed by these contract documents, or imposed by applicable State laws.

13.13 ACCEPTANCE OF DEFECTIVE WORK: If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendations of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.14 OWNER MAY CORRECT DEFECTIVE WORK: If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto,

take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies shall be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - Payments to Contractor and Completion

14.1 SCHEDULE OF VALUES: The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.2 APPLICATION FOR PROGRESS PAYMENT: At least seven days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Only major items of material and equipment to be incorporated in the project will be eligible for payment. These items must be easily accountable by the ENGINEER. Payment for these materials will be invoice prices for the material, submitted with the request for payment, which price shall not exceed the appropriate portion of the contract items in which such materials are to be incorporated. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

14.2.1 Notwithstanding any other provisions of these contract documents to the contrary, OWNER is under no duty or obligation whatsoever to any Subcontractor, laborer or other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made. Such parties shall rely only on CONTRACTOR'S surety bonds for remedy of nonpayment by CONTRACTOR.

14.3 CONTRACTOR'S WARRANTY OF TITLE: CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT: ENGINEER will, within ten days after receipt of each application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re- submit the

Application. Forty-five (45) days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify and such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

14.7.2 the Contract Price has been reduced by Change Order,

14.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER, or OWNER has claims against CONTRACTOR including but not limited to liquidated damages for anticipated or actual late completion, on account of CONTRACTOR'S performance or furnishing of the Work, or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR prompt written notice (with a copy to ENGINEER) stating the reasons for such action.

14.8 SUBSTANTIAL COMPLETION: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except

for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reason therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion, which shall fix the date of substantial completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within twenty-eight days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating his reasons. If after consideration of OWNER'S objections, ENGINEER considers the WORK substantially complete, ENGINEER will within said twenty-eight days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be complete or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment. Once determined the Work is identified as substantially complete a Certificate of Substantial Completion AIA G704 or other acceptable form will be issued.

14.9 EXCLUSION OF CONTRACTOR FROM SITE: OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10 PARTIAL UTILIZATION: Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any

such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work OWNER, shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.7 in respect of property insurance.

~~14.11 LIEN PERIOD: Within twenty-one (21) days of the receipt of the definitive Certificate of Substantial Completion from ENGINEER, OWNER shall adopt and record a Resolution of Acceptance with the Recorder of Mortgages of the Parish in which the Agreement has been recorded. The recording of this Resolution of Acceptance shall commence a lien period of not less than forty-five (45) consecutive calendar days, during which period the retainage will be withheld by OWNER. After the said lien period, CONTRACTOR shall be responsible for obtaining from the Recorder of Mortgages a Certificate that the Agreement at the end of said forty-five day period, is clear of all liens, privileges, judgments or encumbrances of any nature whatsoever, which certificate he shall submit with his application for final payment to ENGINEER.~~

14.12 FINAL INSPECTION: Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of the particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.13 FINAL APPLICATION FOR PAYMENT: After CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER, and delivered four (4) sets of all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.17) and other documents, all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.17), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.13.1 Notwithstanding any provision of the Contract Documents to the contrary, OWNER shall not be deemed to have accepted the work or to have waived claims against CONTRACTOR as provided in Paragraph 14.16 until (i)

Initiation of Operation and (ii) payment of all remaining amount of the Contract Price.

14.13.2 As a condition to payment of all remaining portions of the Contract Price of the Unit Price Agreement, CONTRACTOR shall perform all Startup Testing and shall notify ENGINEER that the work is ready for final inspection. Such Startup Testing and notice to ENGINEER may be accomplished only after CONTRACTOR delivers written notice of the expected date of Initiation of Operation.

14.13.3 The requirements and provisions of Paragraphs 14.11, 14.12, and 14.13 of the General Conditions shall apply to payment of the remaining Contract Price pursuant to the *Unit Price Agreement, as well to final payment under the Unit Price Agreement.*

14.14 FINAL PAYMENT AND ACCEPTANCE: If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the Final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.17. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR. A Final Acceptance Form, which has been included in this section, shall be executed by the OWNER upon final acceptance of the Work.

14.15 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.16 CONTRACTOR'S CONTINUING OBLIGATION: CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.14, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.17).

14.17 WAIVER OF CLAIMS: The making and acceptance of any final payment will constitute:

14.17.1 A waiver of all claims by OWNER against CONTRACTOR, except claims previously made in writing and still unsettled, or claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.12 or from failure to comply with the Contract Documents or the terms of any special guarantees specified herein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.17.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - Suspension of Work and Termination

15.1 OWNER MAY SUSPEND WORK: OWNER may, at any time and without cause, suspend the Work or any portion thereof by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12. If OWNER stops work under Paragraph 13.10 or suspends CONTRACTOR'S services under paragraph 13.14, or suspends the work or any portion thereof because of CONTRACTOR'S failure to prosecute the Work without endangering persons and property, CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract Price.

15.2 OWNER MAY TERMINATE: OWNER may terminate CONTRACTOR's services for cause upon the occurrence of any one or more of the following events:

15.2.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

In such case, CONTRACTOR shall not be entitled to receive any further payment beyond an amount equal to the value of the Work actually completed and the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Price, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in finishing the Work, OWNER shall not be required to obtain the lowest figure for the work performed. CONTRACTOR'S obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement.
15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 TERMINATION FOR CONVENIENCE: Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement.

15.4.1 In any termination for convenience, CONTRACTOR shall be paid for (a) Work completed, in accordance with the Contract Documents, before receipt of the notice of termination, and (b) reasonable termination settlement costs for commitments that have become firm before the termination. CONTRACTOR shall not be paid any anticipated and unrealized supplemental costs, administrative expenses and profit for uncompleted Work. If no agreement can be reached as to reasonable termination costs, OWNER and CONTRACTOR shall follow the provisions in federal regulation FAR 52.249-2, found in 48 CFR Part 52.

15.4.2 Upon termination for convenience, OWNER shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and Suppliers that OWNER selects, and prosecute the Work to completion by contract or as OWNER may deem expedient.

15.4.3 If after notice of termination of the services of CONTRACTOR for cause, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of OWNER. In such event, CONTRACTOR may recover from OWNER payment for Work completed and reasonable termination costs as provided in paragraph 15.4.1.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE: If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - Dispute Resolution

16.1 Subject to the conditions set forth in subparagraphs 16.2, 16.2.1 and 16.2.2 hereof, all claims, disputes and other matters and questions arising out of or relating to the Contract Documents or the breach thereof, except

claims waived by the making and accepting of final payment as provided in Section 14.17, shall be decided by arbitration between the parties. This agreement to arbitrate shall be specifically enforceable under the Louisiana Arbitration Act and the award rendered by the arbitrators shall be final and a judgment may be entered thereon in the State District Court for the Parish of St. John the Baptist, State of Louisiana.

16.2 Any arbitration provided for hereunder will be conducted in accordance with the Construction Arbitration Rules of the American Arbitration Association (AAA), subject to the following:
16.2.1 OWNER shall not be compelled to arbitrate any dispute without its express consent given in writing after demand is made for arbitration.

16.2.2 Arbitration shall be conducted in St. John the Baptist Parish, Louisiana and the laws of the State of Louisiana shall be controlling as to matters of law.

16.3 Subject to any recognized privilege, discovery shall be available to each party to the arbitration as it would be available in the District Court for the Parish of St. John the Baptist under the provisions of the LA Code of Civil Procedure in effect at the time of demand for arbitration. Notices, time periods and other procedural matters shall be governed by the rules that apply in Louisiana District Courts which shall be enforced by the AAA in the same manner as in the Louisiana District Court.

16.4 A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre- hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amounts therefore.

16.5 All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the arbitration date. Failure on the part of the CONTRACTOR to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed null, void and waived.

16.6 In the event of any arbitration demanded and agreed to by the OWNER, each party shall select an arbitrator and the two so selected shall select a third from a panel proposed by the AAA. In the event that the two cannot agree upon an neutral arbitrator from the AAA list within thirty (30) days, then the third arbitrator shall be designated by the AAA.

16.7 In the event OWNER so elects, CONTRACTOR shall be required to participate in a consolidated arbitration to include the ENGINEER.

16.8 The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in sufficient detail to enable OWNER to seek any grant reimbursement as may be available.

16.9 Notwithstanding anything else in the Contract Documents to the contrary, the CONTRACTOR shall carry on the work and maintain its progress during litigation or any arbitration proceedings, and OWNER shall continue to perform and pay as otherwise required by the Contract Documents.

16.10 In the event OWNER elects not to arbitrate one or more disputes, the dispute or disputes which the OWNER elects not to arbitrate shall be decided under the laws of the State of Louisiana in the 40th Judicial District Court in and for the Parish of St. John the Baptist, State of Louisiana.

16.11 In the event OWNER is required to defend itself against any claim for delay, the OWNER shall be entitled to recover costs, including without limitation, administrative costs, attorneys' fees and court costs, from the party causing the delay.

ARTICLE 17 - Miscellaneous

17.1 GIVING NOTICE: Whenever any provisions of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

17.3 UTILIZATION OF LOCAL LABOR (STATE RESIDENTS): Contractor shall make every effort to use local labor to the fullest extent possible.

17.4 GENERAL: Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph
17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 DUTIES AND OBLIGATIONS: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.26, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of this Agreement. Also, the obligation of CONTRACTOR to maintain the Work until Initiation of Operation shall survive final payment and termination and completion of this Agreement.

NOTICE BY OWNER OF ACCEPTANCE OF WORK

TO ALL WHOM IT MAY CONCERN, and especially to sub-contractors, workmen, laborers, and furnishers of materials:

Public notice is hereby given, according to the law, that the undersigned owner has accepted the work done by:

_____

_____

_____

Contractor, under contract with him of date: _____

To Furnish Labor and Materials: _____

And recorded in original Instrument Number: _____, recorded date: _____ of the Clerk of Court of St. John the Baptist Parish.

All sub-contractors, workmen, laborers, mechanics, and furnishers of materials must assert whatever claim they may have against said contractor, growing out of the execution of said contract, according to law, within the fourth-five (45) days from the registration hereof.

St. John the Baptist Parish
1811 West Airline Hwy.
LaPlace, LA 70065

_____
Parish President

Date of Substantial Completion: _____
Bid Number: _____
Bid Date: _____

SECTION 06

SPECIAL CONTRACT PROVISIONS

PART 1 – SUPPLEMENTARY CONDITIONS

1.02 LOUISIANA LICENSE REQUIREMENTS

The State of Louisiana regulations require that any prospective bidder on construction contracts of $50,000.00 or greater possess the proper Louisiana contractor's license before he will be allowed to acquire copies of bidding documents in accordance with LAR.S.37:2150 et seq. This required license category is **Highway, Street, and Bridge Construction**.

The successful contractor performing services under the terms of the contract shall, by entering said contract, waive jurisdiction and venue and submit to the jurisdiction of the district courts for St. John the Baptist Parish, regardless of the contractor's residence or domicile.

1.03 FAMILIARIZATION WITH THE WORK

Before submitting his bid, each prospective bidder shall familiarize himself with the work, local labor conditions and all laws, regulations and other factors affecting performance of the work. He shall carefully correlate his observations with the requirements of the contract documents and otherwise satisfy himself of the expense and difficulties for performance of the work. The submission of a bid will constitute a representation of compliance by the bidder. There will be no subsequent financial adjustment for lack of such familiarization.

1.04 PRE-BID CONFERENCE

All prospective bidders are invited to attend the mandatory pre-bid conference which will be held at 10:00 A.M. local time on November 3, 2026 in the St. John the Baptist Parish Government Building at 1811 W. Airline Hwy, LaPlace, LA 70068.

1.05 CONTRACT TIME

The Contract Time will commence at the time specified in the notice to proceed and a one-year renewal option without price escalation.

1.06 SUBCONTRACTOR QUALIFICATIONS

All bidders wishing to use the services of sub-contractors must submit a list of all subcontractors for approval by the Parish prior to the performance of any work under the terms of this contract. Subcontractor license & certification documentation, and/or past performance experience, for the services to be provided by their personnel shall be provided upon request by the Parish prior to the performance of any work by said subcontractor.

The contractor may complete his bid by utilization of subcontractors; however, no payment will be made by St. John the Baptist Parish to the subcontractor for any work performed under the terms of this contract. The contractor assumes all responsibility for the work performed by his subcontractor(s). Any subcontractor utilized must have prior experience and be properly licensed and certified for the services to be performed for their respective portions of the work. Under the terms of this contract, the combined subcontractor effort shall be limited to a maximum of twenty-five percent (25%) of total work performed, unless otherwise determined. The maximum total percentage of work performed by all subcontractors, however, must remain less than fifty (50%) percent in aggregate. Additionally, all subcontract work shall be governed by all provisions of this contract.

Prior to the award of the contract the contract administrator will notify the bidder if St. John, after due consideration and investigation, has reasonable and substantial objection to any person or organization on the successful contractor's list of proposed subcontractors. The bidder will then be allowed to submit substitute subcontractor/subcontractors acceptable to St. John the Baptist Parish. Subcontractor license & certification documentation, and/or past performance experience, shall be provided upon request by the Parish prior to the performance of any work by said subcontractor.

1.08 WORK ON PRIVATE PROPERTY

The contractor shall be aware that his work will be performed adjacent to private property. The contractor shall avoid use of private property by both personnel, equipment, spoil, etc. unless permission is obtained by property owner. The contractor shall notify by door tags, prior to the start of work in the area, all property owners adjacent to and along the route of construction. The door tag shall include names and telephone numbers for key personnel so that property owners can report problems. These contact telephone numbers shall be given so that appropriate personnel can be contacted 24 hours a day, seven (7) days a week.

1.09 NOTIFICATION OF WORK INTENDED – NOT USED

1.10 SITE CONDITION SURVEY

The contractor shall conduct a thorough survey of the entire job route. This survey should be adequate as to ascertain pre-construction/repair and post-construction/repair conditions of all public and private property within and adjacent to the construction/repair limits. Site photographs shall be taken prior to and after completion of construction/repair project. Sufficient photographs shall be provided by the contractor and submitted to the Parish to resolve any damage claims which may arise due to the construction/repair of this project. Lack of pre-repair photos could result in claims having to be paid totally by the contractor. All costs associated with this survey shall be paid by the contractor.

1.11 QUALIFICATIONS OF BIDDERS

Bidders must have a practical knowledge of the particular work and shall have all labor and equipment necessary to satisfactorily complete the work orders and available personnel who possess the required licenses and other certifications.

1.12 COMMENCEMENT OF WORK

The Contract Time will commence at the time specified in the notice to proceed and a one-year renewal option without price escalation.

1.13 NOT USED

1.14 INVOICES

Invoices must be submitted for payment and the invoice shall reflect all work that is 100% completed. There will be no payment or partial payment for work in progress. All invoices submitted for payment must have a description of all work performed as directed by Parish issued task orders as well as all restoration work complete submitted with all “original" paperwork attached i.e., associated task orders and monthly schedule notifications. The contractor shall provide draft invoices for completed work orders and directives to the Parish for review and approval. Construction invoices shall be submitted using the AIA Application and Certification for Payment AIA G702 and AIAG703 forms unless otherwise determined. These invoices are to be completed by the prime contractor and approved by the Parish for payment. Invoices shall be provided on a monthly basis at a minimum or as otherwise agreed upon. Invoices shall reflect all the work numbers associated with work being billed.

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

07-00-00	Table of Contents
07-00-10	Measurement and Payment
07-00-20	Regulatory Requirements
07-10-10	Testing Laboratory Services
07-10-20	Temporary Traffic Control
07-10-30	Survey Services
07-20-10	Milling
07-25-10	Asphaltic Pavement Overlay
07-25-15	Asphalt Patching
07-30-10	Adjustment of Manholes, Drainage Structures, and Water Valves
07-35-10	Shoulder Material, Asphalt Wedge, Stone Fill, or Reclaimed Asphalt Pavement
07-35-20	Sodding
07-35-25	Granular Material
07-40-10	Concrete Curb & Gutter
07-50-10	Sidewalks, Driveways, and Curb Ramps
07-60-10	Reflectorized Raised Pavement Markers
07-70-10	Pavement Markings
07-80-10	Traffic Maintenance Aggregate

APPENDICES

Appendix A	Detail Drawings

SECTION 07-00-10

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

A. The scope of this section defines the items included in each Bid Item. Payment will be made based on the specified items included in the description in this section for each Bid Item. Payment shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to complete the work being described, as necessary to complete the various items of the work all in accordance with the requirement of the Contract Documents, including all costs of compliance with the regulations of public agencies having jurisdiction. The Contractor is hereby on notice that no separate payment will be made for any item not specifically called out, but that is required to properly complete the project.

B. Refer to Bid Form. All contract prices included in the bid form will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as described in the Specifications to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for all items in the bid form will constitute full compensation for all work to be performed under this Contract.

MEASUREMENT

Units of measure shown on bid form shall be as follows unless specified otherwise.

Item	**Method of Measurement**
EACH	Each – Field Counted by Owner / Owner's Representative
LNFT	Linear Foot – Field Measured by Owner / Owner's Representative
LUMP	Lump Sum – Unit is One; no measurement will be made
SQFT	Square Foot – Field Measurement by Owner / Owner's Representative
SQYD	Square Yard – Field Measurement by Owner / Owner's Representative
CUYD	Cubic Yard – Field Measurement by Owner / Owner's Representative
TONS	Tons – Field Measurement by Owner / Owner's Representative
MILE	Miles – Field Measurement by Owner / Owner's Representative

PAYMENT

Progress payments will be made monthly.

The date for Contractor's submission of monthly Application for Payment shall be established at the Pre-Construction Conference.

Partial payment for stored materials and unit priced items shall be as described in Article 14 of the General Conditions.

C. Payment shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labors, operations, and incidentals appurtenant to complete the work being described, as necessary to complete the various items of the work all in accordance with the requirement of the Contract Documents, including all costs of compliance with the regulations of public agencies having jurisdiction. The Contractor is hereby on notice that no separate payment will be made for any item not specifically called out, but that is required to properly complete the project.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

PART 4 – MEASUREMENT AND PAYMENT

ITEM 010: TESTING LABORATORY SERVICES

A. Measurement

Measurement of work for payment of this item shall be on a lump sum basis.

B. Payment

Payment for Testing Laboratory Services will be made at the contract lump sum price bid and shall be full compensation for the actual cost of services rendered. Invoices with detailed material testing breakdown will be required for payment. Services shall not be undertaken by the Contractor unless specifically approved by the Project Engineer prior to such work for each task order issued. Any deviation from this policy will result in lack of payment to the Contractor for such relocation work. Any remaining money in the designated unit price at the end of the Project will not be paid to the Contractor, but instead credited to the Owner in the final project closeout.

Pay Item 010 – TESTING LABORATORY SERVICES – **LUMP**

ITEM 020: MILLING

A. Measurement

Measurement of milling shall be made by the square yard (to the nearest square yard) of asphaltic concrete pavement satisfactorily removed and disposed. No additional measurement shall be made for multiple passes required to achieve total milling depth indicated in the Plans. Deviations from the required 2-inch-thick section, when approved, will be measured to the nearest one-half (1/2) inch.

Reclaimed Asphalt Pavement (RAP) shall remain the property of the Parish. RAP shall be transported to the St. John the Baptist Public Works location on Capt. Bourgeois St.

B. Payment

Payment shall be full compensation for furnishing all labor, materials, equipment and incidentals necessary to remove the asphaltic concrete pavement and dispose of the removed materials. If directed by the Owner, the Contractor shall remove a thicker section of asphaltic concrete pavement. Payment for deviations from the required 2-inch section, when such deviations are approved, will be prorated from the unit price bid for the 2-inch section. Payment for 2" Milling shall be at the contract prices under the following:

Pay Item 020 – MILLING (2" THICK) – **SQYD**

ITEM 030: ASPHALTIC PAVEMENT OVERLAY

A. Measurement

Measurement of asphalt pavement overlay will be by the square yard (to the nearest square yard) of 2-inch-thick asphalt pavement installed. Measurement will be made from cut to cut of pavement. Asphaltic tack coat, prime coat, curing membrane, or asphalt shoulder wedge will not be measured for payment. Deviations from the required 2-inch-thick section, when approved, will be measured to the nearest one-half (1/2) inch.

B. Payment

The actual quantity of asphaltic pavement overlay will be paid for the unit price bid and this price and payment will constitute full compensation for furnishing all labor, equipment, materials, and incidental necessary to complete the item of work. If directed by the Owner, the Contractor shall install a thicker section of asphalt overlay. Payment for deviations from the required 2-inch section, when such deviations are approved, will be prorated from the unit price bid for the 2-inch section. No measurement will be made for driveway tie-in work. Payment shall be at the contract prices under the following:

Pay Item 030 – ASPHALT PAVEMENT OVERLAY (2" THICK) – **SQYD**

ITEM 040: ASPHALTIC PATCHING

A. Measurement

Measurement of work will be made by the actual number of tons (to the nearest tenth of a ton) of asphaltic concrete installed for patching made from theoretical amount calculated from cut to cut of pavement. All excavated area to be "straight cut" prior to placement of any asphaltic concrete roadway patch.

Saw cutting, asphaltic tack coat, prime coat, or curing membrane will not be measured for payment.

B. Payment.

Payment shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary to remove existing asphalt pavement, dispose of excavated material, and fill those areas with asphaltic concrete to the specified depth in inches. Payment for pavement patching shall be at the contract prices under the following items:

Pay Item 040 –ASPHALT PATCHING – **TON**

ITEM 050: ADJUSTMENT OF MANHOLES, DRAINAGE STRUCTURES, AND WATER VALVES

A. Measurement

Measurement of work for payment of this item shall be the actual count (each) of the manholes, drainage structures, and valve boxes at which elevations were adjusted. Excavation and disposal of excavated material required for these adjustments shall not be measured for payment.

B. Payment

Payment shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to physically adjust manholes, drainage structures, and valve boxes in elevation.

Payment for this particular bid item shall be at the contract prices under the following items:

Pay Item 050 – ADJUSTMENT OF MANHOLES – **EACH**
Pay Item 051 – ADJUSTMENT OF DRAINAGE STRUCTURES – **EACH**
Pay Item 052 – ADJUSTMENT OF WATER VALVES – **EACH**

ITEM 060: SHOULDER MATERIAL

A. Measurement

Measurement of work will only be made by the square yard (to the nearest square yard) of new stone shoulder material installed as specified on the plans. Other shoulder dressings, specifically Reclaimed Asphalt Pavement, will not be measured for payment and is incidental to the Asphalt Pavement Overlay item.

B. Payment

Payment shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary to add new stone shoulder material as specified in the plans or as directed by the Engineer. Payment shall be at the contract price under the following:

Pay Item 060 – SHOULDER MATERIAL – **SQYD**

ITEM 070: SODDING

A. Measurement

The measurement for Sodding will be by the square yard along the surface of completed sodding to the nearest square yard.

B. Payment

Payment for sodding will be made at the contract unit price per square yard, which includes all labor, materials, equipment, and incidentals necessary to complete the work.

Pay Item 070 – SODDING – **SQYD**

ITEM 080: GRANULAR MATERIAL

A. Measurement

Vehicular Measurement: Granular material will be measured by the cubic yard in approved hauling vehicles at the point of delivery in accordance with Subsection 109.01 of the Louisiana Standard Specifications for Roads and Bridges, 2026 Edition.

B. Payment

The contractor must have written permission from the engineer before using this item. Any work completed under this item without explicit written permission from the engineer will be at the Contractors own expense.

Payment for granular material will be made at the contract unit price per cubic yard (to the nearest cubic yard) under:

Pay Item 080 – GRANULAR MATERIAL (VEHICULAR MEASUREMENT) – **CUYD**

ITEM 090: CONCRETE CURB & GUTTER

A. Measurement

The measurement for Removal and Replacement of Concrete Curb and Gutter will be by the linear feet to the nearest tenth of a linear foot along the face of the curb.

B. Payment

The actual quantity of concrete curb and gutter and concrete curb removed and/or replaced will be paid at the bid unit price and this price and payment will constitute full compensation for furnishing all labor, equipment, materials, and incidental necessary to complete the item of work, where applicable, including excavation, backfill, expansion joint material, doweling to existing pavement, saw cutting, and other related miscellaneous items.

Pay Item 090 – REMOVAL OF CONCRETE CURB & GUTTER – **LNFT**
Pay Item 091 – CONCRETE CURB & GUTTER – **LNFT**

ITEM 100: SIDEWALKS, DRIVEWAYS, & CURB RAMPS

A. Measurement

The measurement for removal and replacement of concrete sidewalk shall be by the square yard of four (4") inch thickness to the nearest tenth of a square yard. If required, removal of the curb ramp is included in this measurement.

The measurement for removal and replacement of driveways shall be by the square yard to the nearest tenth of a square yard. For concrete driveways, a minimum six (6") inch thickness and 4,000 psi/ 72-hour high early strength concrete are required. Asphalt driveways shall be a minimum of six (6") inches in thickness and shall be as specified in Section 07-50-10 of these Specifications. Aggregate driveways shall be a minimum of four (4") inches in thickness in conformance with Section 07-50-10 of these Specifications.

The measurement for the Installation of ADA Compliant Curb Ramps will be made per square yard to the nearest tenth of a square yard of surface area formed and/or tooled, within the limits of ramp and curb transitions. See Detail Drawings in Appendix A of these Specifications for Pay Area. Removal of existing ramps shall be included with the measurement and payment of removal of concrete sidewalk.

B. Payment

The actual quantity of applicable sidewalk removed and replaced shall be paid for at the bid unit price and this price and payment shall constitute full compensation for furnishing all labor, equipment, concrete, bricks or stones, materials, reinforcement if required, wire mesh if existing or required, removal and disposal of the existing sidewalk, and shall include excavation, backfill expansion joint material and incidentals (i.e., saw-cutting, and other related miscellaneous items) necessary to complete the applicable item of work.

The actual quantity of applicable driveway removed and replaced shall be paid for at the bid unit price and this price and payment shall constitute full compensation for furnishing all labor, equipment, materials, and incidentals, such as, wire mesh, saw-cutting, excavation, backfill, expansion joint material, removal and disposal of existing driveway, placement and removal of a temporary driving surface (temporary asphalt) while the final restoration is pending, and other related miscellaneous items necessary to complete the applicable item of work.

The actual surface area of curb ramp formed and tooled to meet all applicable regulatory requirements will be paid at the bid unit price. The bid price shall include all labor and any materials or special tools/forms to complete the work in accordance with all regulatory requirements. NOTE: This bid item is intended to compensate for the extra labor involved in forming access ramps. This item does not include the cost for concrete replacement (for sidewalk and curb). Those items will be paid for under the respective applicable bid item.

Pay Item 100 – REMOVAL OF CONCRETE SIDEWALK – **SQYD**
Pay Item 101 – CONCRETE SIDEWALK – **SQYD**
Pay Item 102 – REMOVAL OF DRIVEWAY (ASPHALT) – **SQYD**
Pay Item 103 – REMOVAL OF DRIVEWAY (CONCRETE) – **SQYD**
Pay Item 104 – DRIVEWAY (ASPHALT)– **SQYD**
Pay Item 105 – DRIVEWAY (CONCRETE)– **SQYD**
Pay Item 106 – DRIVEWAY (AGGREGATE)– **SQYD**
Pay Item 107 – CURB RAMP – **SQYD**

ITEM 110: REFLECTORIZED RAISED PAVEMENT MARKERS

A. Measurement

Measurement of work shall be the actual number of reflectorized raised pavement markers placed on pavements as directed by the Engineer.

B. Payment

Payment shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary for the installation of reflectorized raised pavement markers.
Payment for this particular bid item shall be at the contract price under the following:

Pay Item 110 – REFLECTORIZED RAISED PAVEMENT MARKERS – **EACH**

ITEM 120: PAVEMENT MARKINGS

A. Measurement

Measurement of 4” wide pavement solid and broken pavement striping will be made by the mile to the nearest thousandth of a mile of striping as directed by the Engineer.

Measurement of 8” and 24” wide pavement striping will be made by the linear foot to the nearest half of a foot of striping as directed by the Engineer.

Measurement of pavement marking arrows shall be the actual count (each) of the left and right arrows.

B. Payment

Payment of the amount bid for this item shall be the full compensation for furnishing all labor, materials, equipment, and incidentals required to complete construction and installation of the pavement striping at the location(s) chosen by the Owner. The pavement striping shall be paid for at the contract price under:

Pay Item 120 – PLASTIC PAVEMENT STRIPING(SOLID LINE)(4" WIDTH)(THERMOPLASTIC 90MIL) – **MILE**
Pay Item 121 – PLASTIC PAVEMENT STRIPING(BROKEN LINE)(4" WIDTH)(THERMOPLASTIC 90MIL) – **MILE**

Pay Item 122 – PLASTIC PAVEMENT STRIPING(SOLID LINE)(8" WIDTH)(THERMOPLASTIC 90MIL) – **LNFT**
Pay Item 123 – PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL) – **LNFT**
Pay Item 124 – PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - LEFT TURN) – **EACH**
Pay Item 125 – PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - RIGHT TURN) – **EACH**

ITEM 130: TRAFFIC MAINTENANCE AGGREGATE

A. Measurement

Traffic maintenance aggregate will be measured by the cubic yard (to the nearest cubic yard) in approved hauling vehicles at the point of delivery in accordance with Subsection 109.01 of the LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2026 Edition and its latest revision). No adjustment factor will be used.

B. Payment

Payment for traffic maintenance aggregate maintained and subsequently removed (when required) will be made at the contract unit price under:

Pay Item 130 – TRAFFIC MAINTENANCE AGGREGATE – **CUYD**

ITEM 140: SITE MOBILIZATION / DEMOBILIZATION & CONTRACT MOBILIZATION

Site Mobilization/Demobilization

A. Measurement

Site Mobilization/Demobilization shall include all preparatory work and operations for a Task Order, including those necessary for movement of personnel, equipment, supplies and incidentals to the initial project site; the establishment of offices, buildings, and other facilities necessary for work on the project, excluding the cost of construction materials. Site Mobilization/Demobilization shall also include all Temporary Traffic Control measures as required and as stated in Section 07-10-20. Site Mobilization/Demobilization will be measured and paid per each.

Site Mobilization/Demobilization shall also include mobilization from site to site if a Task Order includes multiple sites within St. John the Baptist Parish. Mobilization from site to site will include those costs associated with the movement of personnel, equipment, supplies, and incidentals from one project site to another. Site to site mobilization will only be utilized if a Task Order includes multiple, geographically separated sites (greater than 2 miles between adjacent sites). The Contractor shall assume that all project sites will be within the St. John the Baptist Parish limits. Measurement shall not be made for shifting, relocation, or de-mobilization/re-mobilization performed for Contractor's convenience, nor for changes in work site where equipment can reasonably self-relocate, as judged by the Engineer. Site Mobilizations will be measured and paid on a lump sum basis. This item shall not include re- mobilization to the same site should the Contractor have to demobilize for any reason during or after the course of work at that site.

B. Payment

Partial payments for Site Mobilization/Demobilization will be divided into five (5) payments being made to spread the costs over the duration of each project task. No price adjustment will be made for this due to changes and/or extensions of time and any increased mobilization cost incurred by the Contractor due to any additional work occasioned by such changes.

Partial payments for mobilization shall be made in accordance with the schedule of Table 07-00-10 – 1, based on the percent earned of the contract task amount (less the Line Item for Site Mobilization/Demobilization), for a total amount equal to the line item for Site Mobilization / Demobilization.

Table 07-00-10 – 1
Site Mobilization/Demobilization Payment

Percent of Contract Task Amount Earned (Excluding the Line Item for Mobilization/Demobilization)	Allowable Percent of the Lump Sum Price for Site Mobilization/Demobilization
1st Partial Estimate	25% of Line Item Amount
10% of Contract Task Amount	50% of Line Item Amount
25% of Contract Task Amount	75% of Line Item Amount
50% of Contract Task Amount	85% of Line Item Amount
100% (at Substantial Completion)	100% of Line Item Amount

If the Contract is cancelled by the Owner, the Contractor will be paid for the actual cost for mobilization at the time of cancellation, which said cost shall not exceed the total amount bid under this item.

Nothing herein shall be construed to limit or preclude partial payment otherwise provided by the Contract. This item shall be paid for at the contract task price under:

Pay Item 130 – SITE MOBILIZATION/DEMOBILIZATION – **EACH**

Contract Mobilization

A. Measurement

Contract Mobilization shall include all expenses or payments for Bonds and any required Insurance, or any other preparatory measures that enable the contractor to execute their contract, begin receiving Task Orders, and commence Work, excluding the cost of construction materials. Contract Mobilization shall be measured and paid on a lump sum basis and shall only be paid one (1) time.

B. Payment

Contract Mobilization shall be paid within 30 days of execution of the contract. If the Contract is cancelled by the Owner, the Contractor will be paid for the actual cost for Contract Mobilization after cancellation. If no Task Orders are issued, the Contractor will be paid for the actual cost for Contract Mobilization. This item shall be paid for at the contract price under:

Pay Item 131 – CONTRACT MOBILIZATION – **LUMP**

ITEM 150: UNFORSEEN WORK

A. Measurement

Where specific site conditions dictate and at the discretion and direction of the Director of Public Works, other unforeseen work may be required. The measurement for payment of unforeseen work not covered by other contract items of work and requirements, and NOT deemed an "emergency", will be made per Job.

For unforeseen work encountered or identified during other construction activities, the Contractor shall provide a specific price proposal for the unforeseen work identifying the location & scope of work to be performed for review and approval by the Director of the Department of Public Works before any work shall begin.

B. Payment

Payment will be made only if approved and directed to proceed by the Parish to perform the unforeseen work not specifically covered by other contract items of work and requirements contained elsewhere in the Contract Documents. The actual quantity of unforeseen work shall be paid for at the "Job" price quoted and approved by the Director of the Department of Public Works and payment will constitute full compensation for furnishing all labor, equipment, and materials (if not supplied by the Parish or included in the contract) as needed to accomplish the unforeseen work. The price proposal submitted shall include sufficient backup to allow for the Parish and Project Manager to review the proposed cost for reasonableness based on the scope and extent of the work and existing site conditions. Backup may include, but not limited to, an equipment log indicating the estimated time, hourly or daily rate, and type of equipment required; a labor log indicating the estimated time, hourly rate, and personnel classifications required; and unmarked vendor material quotes or invoices for materials not supplied by the Parish or otherwise included in the Contract. When applicable the Contractor proposal pricing shall be based on the specific established equipment and labor rates included in the Contract, or subsequently established for prior work of similar nature & size.

Refer to other provisions in these specifications for equipment rates.

The Contractor shall provide, in the backup, third-party vendor quotes or invoices with the initial estimated amount of required materials to be provided by the Contractor. The same shall be included in the contractor's billing invoice for payment. The cost of any incidental drayage between the local supplier and the job site will not be considered for payment.

The Parish reserves the right to adjust the total amount reimbursed for unforeseen work based on the actual final verified quantities of utilized labor, equipment, and materials for successfully performed work.

Pay Item 150 – UNFORSEEN WORK – **JOB**

(End Section)

SECTION 07-00-20

REGULATORY REQUIREMENTS

PART 1 – GENERAL

The Contractor shall be responsible for obtaining any necessary licenses and permits, and/or complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with the completion of the work, as well as applicable fees, without additional expense to the Owner. This shall include any fees for locating underground utilities by either the utility company or any other service. All work performed under this contract shall be in accordance with the appropriate section of the LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2026 Edition and its latest revision), as well as all St. John the Baptist Parish Department of Public Works directives and guidelines.

The Contractor shall take proper safety and health precautions to protect the work, workers, the Public, and the Property of others. The Contractor will be responsible for all materials delivered. The Owner will not provide any temporary storage facility or staging area for materials and/or equipment. All coordination and permissions to store equipment and/or materials must be made by the Contractor.

PART 2 – MEASUREMENT AND PAYMENT

Compliance with regulatory requirements is considered incidental to the work. No separate measurement and payment will be made.

(End Section)

SECTION 07-10-10

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and the Engineer or Owner may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

1. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
2. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

A. Release, revoke, alter or enlarge on requirements of Contract Documents.

B. Approve or accept any portion of the Work.

C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for asphalt, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard Specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the Standard Specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing

and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or at the source of the product to be tested.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.

F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

(End Section)

SECTION 07-10-20

TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.01 REQUIREMENTS

A. The Contractor shall be responsible for the safe and expeditious movement of traffic through construction zones, including vehicles, bicyclists, pedestrians, etc. A construction zone is defined as the immediate area of actual construction, which interferes with the driving or walking public.

B. Traffic Control: The necessary precautions shall include, but not be limited to: proper construction warning signs, signals, lighting devices, markings, barricades, channelization, and hand signaling devices (flagging operation). The Contractor shall be responsible for installation and maintenance of all devices and requirements for the duration of the construction period.

All work shall be performed in accordance *Louisiana Standard Specifications for Roads and Bridges*, 2026 edition, or its latest revision. In addition to items shown on the plans, traffic control devices shall be in accordance with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), December 2023 (11th edition), or its latest revision.

The Contractor shall be responsible for removal, relocation, or replacement of any traffic control device in the construction area which exists as part of the normal pre-construction traffic control scheme.

The Contractor will consult the Engineer immediately on any vehicular or pedestrian safety or efficiency problem incurred as a result of construction of the project.

The Contractor is responsible for daily monitoring of traffic control devices and must make appropriate changes to correspond to conditions.

A. Closures and Detours

The St. John the Baptist Parish must receive a road closure request at least 72 hours before the actual closure, unless it is an emergency. Contractor shall work with the Owner's Representative to help fill out the Road Closure Form for submittal to the Public Information Office.

The Contractor at all times shall limit construction activity to one side of the street subsequent to completion of construction work on one side of the street shall the Contractor proceed to the construction activity on the opposite side of the street. At no time shall construction work be simultaneously carried out on both sides of the street unless explicitly given permission to do so in writing by the Parish. This restriction shall apply to all roadways included in this project.

The Contractor shall coordinate with the Engineer on all road closures, lane closures, and detours. The Contractor shall provide high level maps to the Engineer for review and distribution to the OWNER. These maps shall show road closures, lane closures, and detour routes for each of the routes included in this contract. They shall include enough information for the public to be able to navigate through all closures. They do not need to be super detailed (e.i. show all traffic control devices, signs, stripes, etc.).

PART 2 – PRODUCTS

2.01 MATERIALS

Materials and fabrication for temporary signs, barricades and related devices shall conform to Section 729 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 edition, the plans, and the following:

Backing material for construction signs shall conform to Subsection 1015.04.2 of the *Louisiana Standard Specifications for Roads and Bridges,* 2026 edition.

Barricade warning lights shall conform to Subsection 1018.13 of the *Louisiana Standard Specifications for Roads and Bridges,* 2026 edition.

PART 3 – EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

All temporary traffic control shall be inspected at the beginning of the workday and at the end of the workday by the contractor. Any incorrectly placed traffic control shall be fix immediately. It is the responsibility of the contractor to maintain a safe work zone and the traffic control that surrounds it (this includes days where there is no active construction).

Signs, barricades and related devices will be required when the Contractor's work is in progress on portions of the work covered by the Notice to Proceed, or when operations are suspended but the traveled portion of the road is not in a safe condition for the traveling public. During such times that barricades are not in place, appropriate regulatory signs shall be erected and maintained by the Contractor.

If a partial Notice to Proceed is issued, the Contractor shall immediately begin erection of signs and barricades over the affected portions of the project to the extent necessary to comply with the requirements herein. When the full Notice to Proceed is issued, barricades shall be erected at the beginning and end of the project, and signing throughout the remainder of the project shall be completed.

If a full Notice to Proceed is issued, the Contractor shall immediately begin erection of appropriate signs and barricades over the entire project.

In no event shall construction work under the contract begin until signs, barricades and other traffic control devices, as provided above, have been erected and approved.

When all signs to be furnished and erected by the Contractor are in place and approved, the Contractor, cover any standard signs that are in conflict with temporary signs.

The Contractor shall cooperate with the Engineer and the Parish in placing of signs so that appropriate signs are in place at all times.

Signing shall remain in place and be maintained by the Contractor, supplemented by additional signs as required, throughout the life of the contract.

Signs placed by the Contractor shall not be removed until the work in the intended work area is completed and the Contractor has uncovered standard highway signs along the project. However, it shall be the responsibility of the Contractor to see that all Departmental/Parish signs are in place upon completion and acceptance of the project.

Signs, barricades and related devices furnished and placed by the Contractor shall, upon removal, remain his property.

Any necessary permanent centerline striping shall be completed by the Contractor prior to removal of barricades.

Contractor shall provide for the movement of pedestrians for the entire length of the contract. As much as possible, the Contractor shall not obstruct existing sidewalks, thereby obstructing pedestrian movements.

A Traffic Control Plan shall be submitted at the pre-construction meeting to be arranged by the Contractor prior to beginning any construction.

(End Section)

SECTION 07-10-30

SURVEY SERVICES

PART 1 – GENERAL

1.01 SCOPE OF WORK

This work consists of establishing the necessary horizontal and vertical control points required to control the work and shall be the responsibility of the Contractor.

All surveying required to lay out the work and perform the required construction shall be the responsibility of the Contractor. The Contractor shall preserve and be responsible for re-establishing any points which are disturbed.

1.02 QUALITY ASSURANCE

The Contractor will employ qualified personnel, experienced in construction layout surveying.

The Engineer may make checks on the construction alignment and grades to determine the correctness of the survey work; however, these checks will not relieve the Contractor of his responsibility for constructing the work in the positions and to the elevations shown on the plans or established by the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EQUIPMENT

The Contractor shall furnish all stakes, templates, and equipment required to perform the survey work.

3.02 SURVEYING REQUIREMENTS

The Contractor shall be responsible for proper execution of the work to lines and grades shown on the plans.

The Contractor shall establish staking, with station information, along roadways where milling or overlaying occurs.

(End Section)

SECTION 07-20-10

MILLING

PART 1 – GENERAL

1.01 SCOPE OF WORK

This work consists of removing asphaltic concrete surfacing in accordance with these specifications and in conformity with the average depth, width, grade, cross-slope and typical sections shown on the Drawings or established.

All work shall conform to the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

Traffic shall not be allowed on the milled surface without prior approval from the Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EQUIPMENT

Equipment shall conform to Section 509.02 of the *Louisiana Standard Specifications for Roads and Bridges*, 2016 edition.

3.02 CONSTRUCTION REQUIREMENTS

Construction shall be in conformance with Section 509.03 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 edition.

3.03 SURFACE TOLERANCE

Surface after milling shall meet the surface requirements for Binder Course in Section 502 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

(End Section)

SECTION 07-25-10

ASPHALTIC PAVEMENT OVERLAY

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish hot mix asphaltic concrete in accordance with these specifications for replacement and repaving of streets and driveways as shown on the Drawings and/or as required by these specifications.

B. The hot mix asphaltic concrete shall be Superpave asphaltic concrete consisting of a mixture of materials as specified in Section 502 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, and supplemental specifications.

1.02 GENERAL

A. This section covers the design of the job-mix formula and proportioning of materials.

B. At the Contractor's option reclaimed asphaltic concrete pavement may be used in the paving mixture, provided mixtures conforming to these specifications can be obtained.

1.03 QUALITY ASSURANCE

A. Asphaltic concrete mixtures shall be tested at the frequency established in Section 502.11 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, and shall conform to the requirements set forth herein.

B. There shall be no allowance or adjustment of payment for deficient materials. Any deficient asphaltic concrete material delivered to the job site and incorporated into the work shall be removed and replaced.

PART 2 – PRODUCTS

2.01 ASPHALTIC CEMENT AND ADDITIVES

All materials shall be per section 502.02 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

PART 3 – EXECUTION:

3.01 FORMULA FOR JOB-MIX

The job mix formula, production, testing, paving, and other performance requirements shall be

per relevant articles in Section 502 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

Wearing course mix shall be Level A Incidental Wearing Course; patching shall be Level 1 Base Course; both in accordance with Section 502 of the *Louisiana Standard Specifications for Roads and Bridges,* 2026 Edition.

(End Section)

SECTION 07-25-15

ASPHALTIC PATCHING

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment, and incidentals required and remove and replace pavements as shown on the Drawings and/or specified herein.

B. This Section does not include the construction of new roadway surfaces or the complete restoration of existing pavements.

C. All work shall be performed in accordance with the provisions of Section 510 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, and latest revisions, or as amended herein.

1.02 GENERAL

A. The Contractor shall keep the surface of the backfilled area of excavation in a safe condition and level with the remaining pavement until the pavement is restored in the manner specified herein. All surface irregularities that are dangerous or obstructive to traffic shall be removed. The repair shall conform to applicable Owner or State requirements for pavement repair and as described herein.

B. All materials and workmanship shall be first class and nothing herein shall be construed as to relieve the Contractor from this responsibility. The Owner reserves the right to require soil bearing or loading tests or materials tests, should the adequacy of the foundation or the quality of materials used be questionable.

C. All street and road repair shall be made in accordance with the details indicated on the Drawings and in accordance with the applicable requirements of these Specifications.

1.03 QUALITY ASSURANCE

A. Applicable provisions of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition and supplemental specifications hereunder govern the work under this Section.

B. There shall be no allowances or adjustment of payment for deficient materials or thicknesses. The Contractor shall remove and replace all deficient materials, remove and replace pavement that is deficient in thickness, and either remove and replace or provide an additional overlay of a minimum one and one-half inch thickness, including adjustment of any manhole or other utility access covers, for asphaltic concrete pavement courses deficient in thickness.

PART 2 – PRODUCTS

2.01 MATERIALS

A. All materials utilized in pavement and base course shall be as specified in the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, except as modified below.

B. Asphaltic concrete used for repair, replacement, and repaving streets and driveways shall be as specified in Section 70-25-10, Asphaltic Pavement Overlay, of these Specifications.

C. Material used for temporary granular surfaces shall be the same as the base course material specified in this Section.

PART 3 – EXECUTION

3.01 CUTTING PAVEMENT, DRIVES AND WALKS

A. Before removing pavement, the pavement shall be marked for cuts near paralleling pipelines and existing street lines. Asphalt pavement and where allowed on concrete driveways and sidewalks shall be cut along the markings with a rotary saw (2-inch depth sawcut). Street and roadway pavement shall be removed and replaced from joint to joint, as indicated on the Drawings and in these Specifications.

B. No pavement shall be machine pulled until trenches are completely broken and separated along the marked cuts.

C. The pavement adjacent to pipeline trenches shall neither be disturbed nor damaged. If the adjacent pavement is disturbed or damaged, irrespective of cause, the Contractor shall remove the damaged pavement. The damaged area shall be replaced concurrently with trench paving and the extra pavement replacement shall not be measured for payment.

3.02 TEMPORARY LIMESTONE SURFACE

To provide for the comfort and safety of the traveling public, it is the Contractor's responsibility to provide and maintain temporary limestone surface material, or as specified in the Drawings, up to the top of the adjacent pavement and maintain it at the elevation until the roadway is closed to traffic during the street restoration work. The minimum allowable thickness of the temporary limestone surface material shall be the thickness of the adjacent existing pavement.

Maintenance shall consist of regrading the temporary limestone surface material and of restoring said surface to proper grade and cross section daily or more frequent as directed by the Engineer together with wetting as required for dust abatement.

3.03 GENERAL RESTORATION

A. The restoration of street paving and extra pavement replacement shall use the same type of construction as existed prior to the beginning of the Work, unless otherwise allowed in writing

by the Engineer. The Contractor shall be responsible for restoring all such work, including subgrade and base courses where present. The Contractor shall obtain and pay for at his own expense such local or other governmental permits as may be necessary for the opening of streets and shall satisfy himself as to any requirements other than those herein set forth which may affect the type, quality, and manner of carrying on the restoration of surfaces by reason of jurisdiction of such governmental bodies.

B. The Contractor will be required to maintain without additional compensation all permanent replacement of street paving performed by him under this Contract, until accepted by the Owner, including the removal and replacement of such work wherever surface depressions or underlying cavities result from settlement of trench backfill.

C. The Contractor shall perform all final resurfacing and repaving of streets or roads over the excavations required as a part of the Work. He shall be responsible for relaying paving surfaces of roadway that have failed or been damaged at any time prior to acceptance by the Owner and within the required one (1) year warranty period on account of the work. He shall resurface or repave over any tunnel, jacking, or boring excavation that shall settle, crack or break the roadway surface to the satisfaction of the Owner. Backfilling of trenches and the preparation of subgrades shall be in full accordance with Section 203 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, as well as any sections specified therein.

3.04 SUBGRADE COMPACTION

Compaction shall be in accordance with Section 302 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition. The compacted subgrade shall be shaped to conform with the finished lines, grades, and cross sections indicated on the Drawings.

3.05 PRIME AND TACK COATS

The work shall consist of the application of bituminous prime and tack coats on the previously prepared base or asphaltic concrete course in accordance with either Section 504 or 505 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, as applicable.

3.06 ASPHALTIC CONCRETE COURSES

The work shall consist of the construction of plant-mixed hot bituminous pavement courses to the thickness indicated in the Drawings, conforming to Asphaltic Pavement Overlay in accordance with Section 07-25-10 of these Specifications. The requirements for the plant, equipment, and general construction requirements shall be in accordance with LA DOTD requirements for other asphaltic concrete pavements as specified in Section 502 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

The contractor will be required to perform the asphalt patching work at a minimum of three lifts. The final lift shall be two inches (2”) of wearing course.

3.07 TESTING

All field testing shall be performed by an independent laboratory employed by the Contractor. All materials shall be tested and certified by the producer. Tests repeated because sub-grade or base does not meet specified compaction shall be at the Contractor's expense. Testing frequency shall be as specified for the material being placed in accordance with the applicable requirements of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition and Section 07-25-10 of these Specifications.

Required logs to be submitted to the Engineer include, but are not limited to, Daily Asphalt Concrete Plant Report and Asphalt Concrete Field Report.

3.08 ADJUSTING EXISTING STRUCTURES

Existing manholes, drainage structures, valve boxes/water valves, etc., within the limits of the proposed work, which do not conform to the finished grade of the proposed pavement or the finished grade designated on the Drawings for such structure shall be cut down or extended and made to conform to the new grade.

For manholes and drainage structures, the existing structure's frame and grating (cover) shall be removed and walls reconstructed as required. The cleaned frame shall be reset at required elevation. Metal parts shall be thoroughly cleaned and placed in good repair. In lieu of adjusting manholes by the foregoing method, the Contractor may adjust manholes by means of approved metal adjustment rings.

Valve boxes and water valves shall be adjusted and reset to match finish grades. Adjust valve boxes to new grades byadjusting existing box and/or providing box extensions as required.

3.09 MISCELLANEOUS RESTORATION

Sidewalks cut or damaged by construction shall be restored in full sections or blocks to a minimum thickness of four inches. Grassed yards, shoulders and parkways shall be restored to match the existing sections with grass seed or sod of a type matching the existing grass. All driveways are to be transitioned to the new asphalt overlay on each street as directed by Project Engineer.

3.10 CLEANUP

After all repair and restoration or paving has been completed, all excess asphalt, dirt, and other debris shall be removed from the roadways. All existing storm sewers and inlets shall be checked and cleaned of any construction debris.

(End Section)

SECTION 07-30-10

ADJUSTMENT OF MANHOLES, DRAINAGE STRUCTURES, AND WATER VALVES

PART 1 – GENERAL

1.01 DESCRIPTION

A. This work includes all materials, equipment, tools, labor, and incidentals necessary to complete grade adjustments of existing manholes, drainage structures, and/or water valves in accordance with the Plans included with these Specifications and Sections 702 of the Louisiana Standard Specifications for Roads & Bridges, 2026 Edition and its latest revisions.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Metal adjustment rings may be used.

B. A brick masonry option is also acceptable:

a. Cement shall be domestic Portland cement, conforming to ASTM Designation C-150, Type II.

b. Lime for mortar shall be hydrated, conforming to ASTM Designation C-207, Type S.

c. Sand shall be clean, sharp, durable particles, preferable siliceous, and with not more than five percent (5%) in volume of loam, mica, clay, or other harmful substances, and free from injurious amounts of organic matter. The sand shall be graded from fine to coarse so that, when tested dry, it will conform to the limits of ASTM Specification for Aggregate for Masonry Mortar C-144. Sand for grout shall be such size that when dry, one-hundred percent (100%) shall pass a No. 200 sieve, and not over five percent (5%) by weight shall be retained on a No. 100 sieve.

d. Water shall be free from injurious amounts of oils, acids, alkalis, or organic matter, and shall be clean and fresh.

e. Brick shall be sound, hard, uniformly burned, regular, of standard brick size, uniform in shape and size, of compact texture, and satisfactory to the Owner's Representative. Bricks shall comply with the AASHTO M 91, Manhole Brick, Grade MM.

f. Mortar shall consist of 1 part cement, 3 parts sand, and hydrated lime, not to exceed ten percent (10%) of the weight of cement used. It shall be mixed only in such quantity as may be required for immediate use, and shall be used before the initial set has taken place. Mortar shall not be retained for more than 1-1/2 hours,

and shall be constantly worked over with hoe or shovel until used. Prepared mortar shall not be allowed to stand in beds during the noon hour, or overnight. It must be mixed in the exact proportions specified herein. Approximate measurement of quantities will not be permitted.

g. Antifreeze mixtures will not be allowed in the mortar.

h. Bricks shall be cleaned and thoroughly wet shortly before they are put into the work, and each brick shall be laid in a full bed and joint of mortar, without requiring subsequent grouting, flushing, or filling. Joints between bricks shall not exceed 1/2 inch and shall be pointed. Bricks forming the shaped inverts in manholes shall be laid on edge, as shown on the details found in Appendix A.

(End Section)

SECTION 07-35-10

SHOULDER MATERIAL, ASPHALT WEDGE, STONE FILL, OR RECLAIMED ASPHALT PAVEMENT

PART 1 – GENERAL

1.01 SCOPE OF WORK

This work consists of furnishing and placing shoulder material at the locations as directed by the Project Engineer.

Shoulder material shall be placed in locations as designated by the Engineer (or where the existing shoulder has been removed or pushed back by milling, overlaying, or patching operations).

Per Section 401.05 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition, "aggregate surfacing materials shall not be placed or spread on adjacent Portland cement concrete or asphaltic concrete pavements."

The placement of shoulder material, along the sides of the roadway, shall be done to facilitate a smooth transition between the roadway and the shoulder. Such work shall be performed only when the work is deemed necessary (by Engineer or Owner) for performance of this contract.

All placed shoulder material shall be in full accordance with Section 401 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 edition, as well as any sections specified therein.

1.02 QUALITY ASSURANCE

The Contractor will employ experienced and qualified personnel to perform work.

PART 2 – PRODUCTS

2.01 ASPHALT SHOULDER WEDGE

For asphalt pavements, shoulder wedges shall be required at the outside edges of the paved roadway when the lift thickness is 2-inches or greater above the adjacent ground. The paver shall be equipped with a mechanical device that will produce a wedge with a uniform texture, shape, and density while automatically adjusting to varying heights encountered along the edge. Asphalt wedge section shall include a 1-inch nose and 30- degree rise to top of pavement. Asphalt wedge shall be the same thickness as the replaced asphalt up to a maximum of 6-inches. Asphalt shoulder wedge may be supported by existing ground or shoulder material.

2.02 STONE FILL MATERIAL

Shoulder material shall be 610 Limestone.

2.03 RECLAIMED ASPHALT PAVEMENT MATERIAL

Shoulder material shall be bituminous concrete material removed and/or reprocessed from pavements undergoing reconstruction or resurfacing.

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

The placement of shoulder material shall be performed in locations where the existing shoulder has been removed or pushed back by milling, overlaying, or patching operations and the placement of material has been directed by the Engineer. The placement of shoulder material, along the sides of the roadway, shall be done to facilitate a smooth transition between the roadway and the shoulder.

Shaping and compacting shall continue until the surface is free of ruts and waves.

3.02 PLACEMENT

Shoulder material shall not be placed on any pavement surface. It is the responsibility of the Contractor to clean any spilled shoulder material from the roadway.

3.03 LOCATION

Shoulder Material shall be placed where required by the specifications or as directed by the Project Engineer.

(End Section)

SECTION 07-35-20

SODDING

1.01 DESCRIPTION

A. Furnish, haul, plant, roll, water, and maintain live grass sod in accordance with the Plans included with these Specifications and Sections 714 of the Louisiana Standard Specifications for Roads & Bridges, 2026 Edition and its latest revisions.

B. The Contractor shall be responsible to establish grades to achieve positive drainage.

C. Watering shall be the responsibility of the contractor unless otherwise noted. Keep all sodded areas thoroughly watered for a minimum of 60 calendar days after installation.

D. The sod establishment period to obtain a healthy stand of grass plants shall begin on the first day that sod is placed under the contract and shall end 60 calendar days after the last day of the sodding operation.

E. Repair or reinstall unsatisfactory areas of sod and repair eroded areas. If at the end of the establishment period, the growth or stand of the sod is unacceptable, the sod will be rejected.

(End Section)

SECTION 07-35-25

GRANULAR MATERIAL

1.01 DESCRIPTION

A. This work consists of furnishing and placing granular material in accordance with these specifications or as directed.

B. This item can be used to level out the existing base to provide proper cross slopes and grade for placing new pavement.

C. This work shall be performed in accordance with Section 723 of the Louisiana Standard Specifications for Roads and Bridges, 2026 Edition and its latest revisions, or as amended herein.

1.02 MATERIALS

A. Granular material shall comply with Subsection 1003.9 of the Louisiana Standard Specifications for Roads and Bridges, 2026 Edition.

1.03 CONSTRUCTION REQUIREMENTS

A. Materials shall be placed, properly shaped and uniformly compacted by approved ethods to a minimum of 95 percent of maximum dry density. Maximum dry density will be determined in accordance with DOTD TR 415 or TR 418 and in-place density will be determined in accordance with DOTD TR 401. Granular materials shall not be displaced during subsequent operations.

(End Section)

SECTION 07-40-10

CONCRETE CURB & GUTTER

1.01 DESCRIPTION

A. This work includes all materials, equipment, tools, labor, and incidentals necessary to complete installation of integral concrete curb in accordance with the Plans included with these Specifications and Sections 707 of the Louisiana Standard Specifications for Roads & Bridges, 2026 Edition and its latest revisions.

B. As is possible without cost, the gutter line of the roadway shall be adjusted for smooth flow of surface run-off to the nearest drainage inlet.

(End Section)

SECTION 07-50-10

SIDEWALKS, DRIVEWAYS, AND CURB RAMPS

1.01 REMOVAL

A. This work consists of furnishing all equipment, labor and materials required for the removal of sidewalks, driveways, and curb ramps as required by the plans and bid items.

B. This work shall be performed in accordance with Section 706 of the Louisiana Standard Specifications for Roads and Bridges, 2026 Edition and its latest revisions, or as amended herein.

C. Includes demolition, hauling, disposal, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work. All project and construction debris and waste shall be disposed of by the contractor at a location not owned by the Parish.

1.02 INSTALLATION

A. Concrete Sidewalks, Driveways, Curb Ramps and Incidental Paving

a. This work includes all materials, equipment, tools, labor, and incidentals necessary to furnish and construct Portland cement concrete walks, curb ramps, drives, and incidental paving slabs in accordance with the Plans included with these Specifications and Section 706 of the Louisiana Standard Specifications for Roads & Bridges, 2026 Edition and its latest revisions.

b. USE OF WIRE MESH: Wire mesh or rebar shall be used in the replacement of sidewalks and driveways. The size and type used shall, at a minimum, be equal to, or better than that removed. If none existed, use 6x6 - W1.4 x W1.4 (1/8” Wire) or #4 bars. There shall be no additional payment for the use of wire mesh or dowels into existing roadway.

B. Asphalt Driveways

a. This work includes all materials, equipment, tools, labor, and incidentals necessary to furnish and construct asphalt driveways in accordance with the Plans and Section 07-25-15 included with these Specifications and Section 502 of the Louisiana Standard Specifications for Roads & Bridges, 2026 Edition and its latest revisions.

C. Aggregate Driveways

a. This work includes all materials, equipment, tools, labor, and incidentals necessary to furnish and construct aggregate driveways in accordance with the Plans included with these Specifications and Section 401 of the Louisiana Standard Specifications for Roads & Bridges, 2026 Edition and its latest revisions.

(End Section)

SECTION 07-60-10

RETROREFLECTIVE RAISED PAVEMENT MARKERS

PART 1 – GENERAL

1.01 SCOPE OF WORK

This item consists of furnishing and placing reflectorized and raised pavement markers at the locations as directed, and in conformance with plan details and these Specifications.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Markers: Markers shall be the specified class, type, color, size and shape.

B. Adhesive: Markers shall be places with bituminous adhesive on asphaltic surfaces. Adhesive for placing raised markers shall be in conformance with Section 731 and Section 1015.09 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

C. Raised Pavement Markers: Markers shall be reflectorized. Markers shall be approved products on the Qualified Products List. Raised Pavement Markers shall conform to requirements of Section 731 and Section 1015.09 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

PART 3 –EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

A. For RRPM colors refer to the MUTCD, December 2023 (11th edition) or the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

B. Weather Limitations: Application of markers will not be permitted when there is moisture on the surface. Markers shall be applied when the ambient air temperature is 50° F or greater.

C. Cleaning of Surfaces: Surfaces on which markers are to be applied shall be cleaned of all materials that may reduce the bond of adhesive. Surfaces shall be cleaned by blast cleaning or other approved methods which do not damage the surface; however, blast cleaning equipment used on asphaltic surfaces must be provided with positive cutoff controls. Cleaning operations shall be performed by approved methods that satisfactorily clean the surface without damaging pavement. Surfaces shall be maintained in a clean dry condition until placement of markers.

D. Application of Markers: Surfaces on which markers are to be placed shall be blown dry immediately prior to marker placement. Markers shall be applied to surfaces with a bituminous adhesive in accordance with the manufacturer's recommendations and with Section 731 in the *Louisiana Standard Specifications for Roads and Bridges*, 2026 edition for bituminous adhesives.

E. Construction Sequence: Markers shall be placed prior to any required permanent striping.

(End Section)

SECTION 07-70-10

PAVEMENT MARKINGS

PART 1 – GENERAL

1.1 SCOPE OF WORK

This work consists of furnishing and placing reflective pavement markings of hot applied thermoplastic at the locations as directed. This work shall be in compliance with the MUTCD, plan details and these specifications. Plastic pavement markings include stripes, gore markings, lines, legends, and symbols. Striping will be placed as specified on the plan sheets in Appendix A.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Thermoplastic Markings: Thermoplastic marking material shall be a plastic compound reflectorized by internal and external application of glass beads. Width and color of markings shall be as specified.

Thermoplastic material shall be delivered in containers of sufficient strength to permit normal handling during shipment and transportation without loss of material. Approved heat-degradable containers that can be placed in heating kettles along with the plastic material will be permitted. Each container shall be clearly marked to indicate color of material, process batch number, name of manufacturer and date of manufacture.

B. Glass Beads: Glass beads used for drop-on application to molten plastic shall be shipped in moisture resistant sacks (containers). The sacks shall be strong enough to permit handling without damage. Sacks shall be sufficiently water-resistant so that beads will not become wet or caked in transit.

C. Surface Primer: A single component surface primer or two component epoxy primer sealer shall be provided by the contractor for appropriate application where necessary. The primer shall form a continuous film that dries rapidly and adheres to the pavement. The primer material shall not discolor or cause any noticeable change in the appearance of the pavement outside of the finished pavement marking. A sample of the primer shall be submitted with the recommended method of application to the engineer. Written approval shall be obtained from the engineer before applying the primer.

PART 3 –EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Equipment for Standard (Flat) Thermoplastic Marking Material: The application equipment shall consist of an extrusion die or a ribbon gun that simultaneously deposits and shapes lines

at a thickness of 90 mils (2.3mm) or greater on the pavement surface. Finished markings shall be continuous and uniform in shape and have clear and sharp dimensions. Applicators shall produce sharply defined lines and provide means for cleanly cutting off stripe ends and applying broken lines. The ribbon extrusion die or shaping die shall not be more than 2 inches (50mm) above the roadway surface during application. A spray application will only be allowed when applying 40 mil (1.0 mm) thermoplastic.

The application equipment shall provide continuous mixing and agitation of material. Thermoplastic conveying equipment components located between the main material reservoir and discharge mechanism shall be free from material accumulation and clogging. Parts of application equipment in contact with the material shall be easily accessible for cleaning and maintaining. Mixing and conveying equipment shall maintain material at the application temperature.

Glass beads shall be applied to the molten surface of completed stripes by either a single drop or double drop application depending on the thickness of the thermoplastic striping. Drop-on beads for flat profile thermoplastic striping shall conform to the applicable gradation requirements of Section 732.02 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 Edition.

The first (large) bead drop shall be applied by a gravity bead dispenser attached to the striping machine in such a manner that beads are dispensed simultaneously with the thermoplastic material at a controlled rate of flow on installed lines. The second (small) bead drop shall be applied immediately after the first bead drop by a gravity bead dispenser attached to the stripingmachine.

Applicators and kettles shall be equipped and arranged to comply with requirements of the National Board of Fire Underwriters. Applicators shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. Applicator equipment shall consist of a motorized mobile unit capable of installing traffic stripes either left or right of the applicating unit so that only one lane of traffic will be occupied during installation.

B. Weather Limitations: Application of markings will not be permitted when there is excessive pavement moisture or when the surface temperature or ambient temperature is below 50°F (10°C). The pavement shall be considered excessively moist when it is visibly wet or when a 1 square foot (0.1 sq m) piece of polyethylene film condenses moisture after being placed on the pavement surface for 15 minutes.
C. Cleaning of Surfaces: Surfaces on which markings are to be applied shall be cleaned of materials that may reduce adhesion of the thermoplastic marking materials to the pavement. Surfaces shall be kept clean until placement ofmarking.

D. Application of Surface Primer: A single component surface primer will be required prior to placement of preformed plastic markings over an existing painted stripe, over old, bleached asphalt, on Portland cement concrete surfaces, or all surfaces when ambient temperatures are below 70°F (20°C) unless otherwise directed by the engineer. A two-component epoxy primer sealer will be required prior to placement of thermoplastic materials on portland

cement concrete surfaces or all surfaces when ambient temperatures are below 70°F (20°C) unless otherwise directed by the engineer.

E. Application of Markings: Material shall be installed in specified widths from 4 inches to 24 inches (100mm to 600 mm). Finished lines shall have well defined edges and be free of waviness. Measurements shall be taken as an average through any 36 inch (900 mm) section of line. Longitudinal lines shall be offset approximately 2 inches (50 mm) from longitudinal joints. A tolerance of +1/2 inch and -1/8 inch (+13 mm and -3 mm) from the specified width will be allowed, provided the variation is gradual. Segments shall square off at each end without mist or drip. Transverse variations from the control device up to 1 inch (25 mm) will be allowed provided the variation does not increase or decrease at the rate of more than 1/2 inch in 25 feet (15 mm in 10.0 m). Lines not meeting these tolerances shall be removed and replaced at no direct pay.

F. Thermoplastic Markings: Thickness of material, not including drop-on beads, shall be not less than 90 mils (2.3 mm) for lane lines, edge lines, and gore markings and not less than 125 mils (3.2 mm) for crosswalks, stop lines, and word and symbol markings. Thermoplastic material at 90 mil (2.3 mm) thickness or greater shall be applied by extrusion at 390°F to 450°F (200°C to 230°C). Thermoplastic material at 40 mil (1.0 mm) thickness shall be applied by spray at 410°F to 450°F (210°C to 230°C). Immediately after application of the markings, glass beads for a single drop application shall be applied at a minimum rate of 230 pounds per mile (65 kg/km) for a 4-inch (100 mm) solid line stripe. Glass beads for a double drop application shall be applied at a minimum rate of 211 pounds per mile (60 kg/km) for each drop on a 4-inch (100 mm) solid line. Material shall not scorch or discolor when kept at this temperature range for 4 hours.

G. Preformed Plastic Markings: Plastic tape shall be applied by removing release paper and applying adequate pressure to ensure proper adhesion. Other preformed heat-applied material shall be applied in accordance with the manufacturers' recommendation. Material not adhering properly shall be satisfactorily corrected at no direct pay.

Field Testing of Roadway Markings: The Department will field test the pavement markings in accordance with Subsections 1015.10 and 1015.11 and Table 732-1 of the *Louisiana Standard Specifications for Roads and Bridges*, 2026 edition. Failure to meet these requirements will require the contractor to replace the portion of the material shown to be out of specifications as directed by the engineer.

H. Corrective Work: Any line found to be defective shall be restriped or replaced as directed by the engineer. The corrective work shall also be subject to these requirements. The contractor shall replace the pavement marking material at no direct pay.

I. Guarantee: The contractor shall provide the Department with a guarantee stating that if the pavement marking fails to comply with the stated performance requirements, the contractor shall take the remedial action required. Replacement striping shall carry the unexpired guarantee of the striping it replaces.

(End Section)

Section 07-80-10

TRAFFIC MAINTENANCE AGGREGATE

1.01 DESCRIPTION

A. This work consists of furnishing and constructing aggregate surfacing for maintenance of traffic as directed and in accordance with the following requirements and Section 402 of the LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2026 Edition and its latest revision).

1.02 MATERIALS

A. Aggregate for maintenance of traffic shall be stone, recycled Portland cement concrete, or reclaimed asphaltic pavement (RAP) satisfactory to the Engineer.

1.03 EQUIPMENT

A. Equipment necessary to produce a finished product meeting specification requirements shall be furnished and maintained by the Contractor.

1.04 CONSTRUCTION REQUIREMENTS

A. The contractor shall satisfactorily place, shape, compact and maintain areas requiring traffic maintenance aggregate. Unless otherwise allowed by the project engineer, aggregate surfacing no longer necessary for maintenance of traffic shall be removed and disposed of in accordance with Section 402 of the LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2026 Edition and its latest revision).

(End Section)

APPENDIX A

DETAIL DRAWINGS

GENERAL:

1. CONTRACTOR IS RESPONSIBLE FOR CLEANING UP ALL DIRT OFF THE STREET AS A RESULT OF HIS CONSTRUCTION ACTIVITIES DURING CONTRACT PERIOD.
2. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO ADJOINING PAVEMENT WHICH RESULTED FROM HIS CONSTRUCTION ACTIVITIES AT NO ADDITIONAL PAY.
3. CONTRACTOR WILL KEEP ONE LANE OF TRAFFIC OPEN AT ALL TIMES.
4. ALL DRAWINGS / DETAILS / FIGURES INCLUDED IN THESE DOCUMENTS ARE STANDARD AND ARE SUBJECT TO ADJUSTMENTS DICTATED BY ENGINEER OR EXISTING FIELD CONDITIONS.
5. ALL EX. STRUCTURES AFFECTED BY CONSTRUCTION SHALL BE ADJUSTED TO MEET PROP. GRADE AND ALIGNMENT.
6. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES (PRIVATE AND PUBLIC) (INCLUDING STORM DRAINAGE PIPES OR STRUCTURES) BEFORE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTH, AND SIZE OF ALL UNDERGROUND UTILITIES AND STRUCTURES AND SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY FAILURE TO COMPLY WITH THESE INSTRUCTIONS (NO DIRECT PAY).
7. IN THE EVENT OF ANY DISCREPANCIES AND / OR ERRORS FOUND IN THE DRAWINGS, OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE ENGINEER BEFORE PROCEEDING WITH THE WORK. IF ENGINEER IS NOT NOTIFIED, THE CONTRACTOR SHALL TAKE RESPONSIBILITY FOR THE COST OF ANY WORK AND MATERIALS USED.
8. THE CONTRACTOR IS RESPONSIBLE FOR MONITORING CONDITIONS THROUGHOUT THE CONSTRUCTION PERIOD AND CLEARING ANY DEBRIS AND SEDIMENT CAUSED BY CONSTRUCTION. (NO DIRECT PAY).
9. CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PREVENT WATER LINE FAILURE DUE TO THRUST WHEN EXCAVATING NEAR WATER LINES AND FIRE HYDRANTS.
10. WARNING! CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING OVERHEAD AND SUBSURFACE UTILITIES IN AREA OF CONSTRUCTION. (NO DIRECT PAYMENT). ALL WORK IN THIS AREA SHALL BE THOROUGHLY COORDINATED WITH UTILITY COMPANY OWNER. COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. NOISE CONTROL – CONTRACTOR SHALL TAKE REASONABLE MEASURES TO AVOID UNNECESSARY NOISE APPROPRIATE FOR THE AMBIENT SOUND LEVELS IN THE AREA DURING WORKING HOURS. ALL CONSTRUCTION MACHINERY AND VEHICLES SHALL BE EQUIPPED WITH PRACTICAL SOUND MUFFLING DEVICES, AND OPERATED IN A MANNER TO CAUSE THE LEAST NOISES, CONSISTENT WITH EFFICIENT PERFORMANCE OF THE WORK.
12. DUST – CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PREVENT UNNECESSARY DUST. EACH SURFACE SUBJECT TO DUSTING SHALL BE KEPT MOIST WITH WATER OR BY APPLICATION OF CHEMICAL DUST SUPPRESSANT. DUSTY MATERIALS IN PILES OR IN TRANSIT SHALL BE COVERED TO PREVENT BLOWING. (NO DIRECT PAY).
13. CONTRACTOR SHALL GIVE THOSE AFFECTED BY CONSTRUCTION 48 HOURS NOTICE PRIOR TO DISRUPTION OF ACCESS OR TEMPORARY DRIVEWAYS SHALL BE OPEN AT ALL TIMES.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILIZING THE EXISTING BASE COURSE UNDER EXISTING PAVEMENT BEYOND THE LIMITS OF REMOVAL. NO DIRECT PAYMENT SHALL BE MADE FOR ADDITIONAL GRANULAR MATERIAL OR BASE MATERIAL UNLESS OTHERWISE APPROVED BY THE ENGINEER.
15. CONTRACTOR SHALL REGRADE ALL AREAS AFFECTED BY CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE. WORK SHALL BE IN A WORKMAN LIKE MANNER AND IN ACCORDANCE WITH A/E REQUIREMENTS. IF CONTRACTOR DETERMINES THAT ANY AREAS AFFECTED BY CONSTRUCTION CANNOT BE REGRADED TO DRAIN, CONTRACTOR SHALL DOCUMENT (I.E. TAKE ELEVATIONS, PICTURES, ETC.) THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
16. THE CONTRACTOR SHALL PROVIDE FOR AND MAINTAIN THROUGH AND LOCAL TRAFFIC AT ALL TIMES AND SHALL CONDUCT OPERATIONS IN SUCH A MANNER AS TO CAUSE THE LEAST POSSIBLE INTERFERENCE WITH TRAFFIC AND BUSINESS.
17. CONTRACTOR SHALL MAINTAIN DRAINAGE AT ALL TIMES AND MAY BE REQUIRED TO CUT TEMPORARY DRAINAGE TRENCHES IN SHOULDER AS DIRECTED BY THE PROJECT ENGINEER. ANY MATERIAL DEPOSITED IN ANY DRAINAGE FEATURE (DITCHES, CROSS DRAINS, ETC.) DURING CONSTRUCTION SHALL BE CLEANED OUT BEFORE FINAL ACCEPTANCE BY THE CONTRACTOR.
18. THE CONTRACTOR SHALL BE RESPONSIBLE TO ESTABLISH GRADES TO ACHIEVE POSITIVE DRAINAGE TO THE NEAREST CATCH BASINS OR DROP INLETS WITHOUT HOLDING WATER IN ROADWAYS.
19. CONTRACTOR SHALL COORDINATE HIS WORK SCHEDULE WITH THE TRAFFIC REQUIREMENTS OF ANY SCHOOLS IN THE IMMEDIATE VICINITY OF HIS WORK. THE CONTRACTOR SHALL BE REQUIRED TO NOTIFY THE SCHOOL ADMINISTRATION OF HIS WORK SCHEDULE AND THE AREAS OF WORK (NO DIRECT PAY).
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES WHICH OCCUR DURING CONSTRUCTION AND SHALL IMMEDIATELY REPORT ANY DAMAGE TO THE UTILITY OWNER. ALL REPAIRS SHALL BE PERFORMED BY THE RESPECTIVE UTILITY OWNER. ALL REPAIR COSTS SHALL BE BORNE SOLELY BY THE CONTRACTOR.
21. ACCESS TO DRIVEWAYS FOR LOCAL RESIDENTS AND BUSINESSES SHALL BE MAINTAINED AND AVAILABLE FOR USE. ALL DRIVEWAYS SHALL BE OPENED BY THE CONTRACTOR WHEN THE CONTRACTOR IS NOT WORKING, INCLUDING ALL EVENINGS, NIGHTS, WEEKENDS, AND HOLIDAYS EXCEPT AS APPROVED IN WRITING BY THE PARISH.

GENERAL CONTINUED:

22. CONTRACTORS SHALL ALLOW AND PROVIDE ACCESS FOR REFUSE (TRASH) AND RECYCLING CONTRACTORS TO COLLECT THESE MATERIALS. IF ACCESS CANNOT BE PROVIDED, CONTRACTOR SHALL COLLECT THE REFUSE BINS AND RECYCLING CONTAINERS AND MOVE THEM TO AN ACCESSIBLE LOCATION. THIS WORK WILL BE PERFORMED AT NO DIRECT PAY.
23. THE CONTRACTOR SHALL OBTAIN A LIST OF HOLIDAYS AND PARADE ROUTES FROM THE PARISH. THE CONTRACTOR SHALL ADJUST THE CONSTRUCTION SCHEDULE TO ACCOMMODATE PARADES AND RETAIL STORES DURING THE PEAK TRAFFIC SUCH AS BLACK FRIDAY, TWO WEEKS BEFORE CHRISTMAS AND OTHER TIME PERIODS AS INDICATED BY RETAILERS.
24. THE CONTRACTOR SHALL NOTIFY THE PARISH OF ALL RESIDENTS OR BUSINESSES AFFECTED SEVEN (7) CALENDAR DAYS PRIOR TO DEMOLITION.
25. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE EVERY TWO WEEKS (14 CALENDAR DAYS). THE SCHEDULE SHALL INCLUDE AT A MINIMUM THE NEXT 21 CALENDAR DAYS OF WORK FROM THE DATE SUBMITTED.
26. THE PARISH REQUIRES THE CONTRACTOR TO PLACE A "WV" STAMP IN CONCRETE CURB (BUILT UNDER THIS CONTRACT) WHERE THERE IS A WATER VALVE. THE "WV" SHOULD BE EMBEDDED IN THE CONCRETE CURB WITH LETTERS GREATER THAN 4 INCHES IN HEIGHT.
27. FILTER FABRIC WHICH IS PLACED DIRECTLY ON OR PLACED BELOW (BETWEEN FRAME AND GRATE) SHALL BE REPLACED AFTER EVERY SIGNIFICANT RAINFALL. ALL EROSION CONTROL ITEMS SHALL BE CHECKED AFTER EVERY SIGNIFICANT RAINFALL.

HORTICULTURE REQUIREMENTS:

1. ALL EXISTING TREES, SHRUBS, AND VEGETATION DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN KIND OR REPAIRED AT NO DIRECT PAY.
2. ALL DISTURBED GRASS AREAS SHALL BE REPLACED WITH SOD TO MATCH EXISTING.

GENERAL DEMOLITION NOTES:

1. EROSION CONTROL, IF NEEDED, SHALL BE IN PLACE PRIOR TO THE STARTUP OF ANY DEMOLITION WORK, EXCAVATION OR PAVEMENT MILLING/REMOVAL.
2. THE CONTRACTOR SHALL OBTAIN AND PAY ALL FEES ASSOCIATED WITH ANY PERMITS NECESSARY TO COMPLETE THE WORK WITHIN THE CONSTRUCTION LIMITS. THESE PERMITS OR FEES COULD BE REQUIRED FOR DISPOSAL OF CONSTRUCTION DEBRIS AND MATERIALS RESULTING FROM DEMOLITION OPERATIONS.
3. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH THE APPROPRIATE UTILITY COMPANIES, OWNERS, OR REGULATORY AGENCIES PRIOR TO STARTUP OF WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF TRAFFIC ON THE PUBLIC RIGHT-OF-WAY AND WITH SECURING THE WORK AREA. ALL TEMPORARY CONES, DRUMS, CONCRETE BARRIERS, AND MARKERS SHALL BE PLACED SO AS TO PROVIDE A MINIMUM TWO (2) FOOT CLEARANCE TO THE TRAVELED WAY, UNLESS OTHERWISE SHOWN ON THE PLANS, AND/OR DIRECTED BY THE OWNER'S REPRESENTATIVE. THE PLACEMENT OF CONES, DRUMS, MARKERS, AND BARRICADES SHALL NOT INTERFERE WITH TRAFFIC SIGHT DISTANCES.
5. ALL DEBRIS AND SOILS, DERIVED FROM THE CONTRACTOR'S OPERATIONS, FOUND IN THE PUBLIC RIGHT-OF-WAY OR CAUSING NUISANCE TO OPERATIONS, SHALL BE CLEANED AND REMOVED ON A DAILY BASIS, OR WHEN NOTIFIED BY THE AUTHORITY HAVING JURISDICTION, OR NY THE OWNER'S REPRESENTATIVE.
6. THE CONTRACTOR SHALL LOCATE, MARK, SAFEGAURD, AND PRESERVE ANY SURVEY CONTROL MONUMENTS AND R.O.W. MONUMENTS IN THE AREAS OF CONSTRUCTION.
7. CAUTION– NOTICE TO CONTRACTOR: THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES ARE NOT SHOWN ON THESE PLANS. THE CONTRACOR SHALL CALL THE APPROPRIATE UTILITY COMPANY AND "LOUISIANA ONE CALL" AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. THE CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS TO LOCATE EXISTING UNDERGROUND UTILITIES AT THE PROPERTY LINES A SUFFICIENT AMOUNT OF TIME BEFORE DEMOLITION BEGINS TO ALLOW FOR ANY REVISIONS AS REQUIRED TO MEET EXISTING CONDITIONS.

STRIPING NOTES:

1. CONTRACTOR SHALL REPLACE THE PERMANENT PAVEMENT MARKINGS AND/OR RAISED PAVEMENT MARKERS ON THE ROADWAY WHERE SUCH MARKINGS EXISTED.
2. STOP LINE SHALL BE PLASTIC PAVEMENT STRIPING (24" WIDTH)(THERMOPLASTIC 125 MIL) AT A DISTANCE OF FOUR FEET MINIMUM FROM CROSS WALK.
3. CROSSWALKS SHALL CONSIST OF TWO PLASTIC PAVEMENT STRIPING (8" WIDTH)(THERMOPLASTIC 90 MIL).
4. PLASTIC PAVEMENT LETTERING (6FT. TALL LETTERS)(THERMOPLASTIC 125 MIL).
5. QUANTITIES ARE ESTIMATED FOR BIDDING PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL ESTIMATED QUANTITIES.

CONSTRUCTION SEQUENCING NOTES:

1. IF SECTIONS OF ROADWAY MUST BE TOTALLY CLOSED, THE CONTRACTOR SHALL A REQUEST TO THE PARISH A MINIMUM OF 72–HOURS IN ADVANCE OF THE CLOSURE.
2. SEGMENTS WHICH INTERSECT SHALL NOT BE UNDER CONSTRUCTION AT THE SAME TIME.

ASPHALT ROADWAY:

1. PRIOR TO RESTORATION OF THE PAVEMENT, THE CONTRACTOR SHALL FORWARD TO THE ENGINEER AN ASPHALT MIX SUBMITTAL PREPARED BY A REPUTABLE TESTING LABORATORY FOR APPROVAL.
2. JOB MIX FORMULA, PG 70–22M (LEVEL 1), PER LA DOTD STANDARDS, 2016 EDITION.
3. ALL CONSTRUCTION MATERIALS, PROCEDURES, TESTING, FINISHING, ETC., SHALL CONFORM TO THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2016) LATEST EDITION. DEVIATIONS FROM THESE SPECIFICATIONS SHALL HAVE TO BE APPROVED BY THE ENGINEER.
4. WHEN REMOVAL OF EXISTING PAVEMENT SURFACING IS REQUIRED IN CONJUNCTION WITH PROPOSED PROFILE GRADE LINE SHOWN ON THE DRAWINGS,THE EXISTING ASPHALT CONCRETE PAVEMENT IMMEDIATELY ADJACENT TO THE EDGE OF THE CONCRETE GUTTER SHALL BE MILLED TO A MINIMUM DEPTH OF ONE (1") TO OBTAIN A SMOOTH TIE–IN BETWEEN EXISTING AND PROPOSED CONSTRUCTION.
5. THE TYPE, SIZE AND LOADINGS OF EQUIPMENT USED DURING THE MILLING AND OVERLAY OPERATIONS MAY BE LIMITED AT THE DISCRETION OF THE PROJECT ENGINEER.

CONCRETE PAVEMENT:

1. ALL CONCRETE PAVEMENT DIRECTLY AFFECTED BY CONSTRUCTION OR DAMAGED AS THE RESULT OF THE CONTRACTOR'S OPERATION SHALL BE REMOVED AND REPLACED FROM JOINT TO JOINT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER AND APPROVED BY THE ENGINEER.
2. TRANSVERSE (EXPANSION OR CONTRACTION) LONGITUDINAL AND CONSTRUCTION JOINTS SHALL ALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS. IN CASES WHERE THE SECTION OF PAVEMENT TO BE RESTORED ABUTS AN EXISTING ROADWAY, ALL TRANSVERSE AND LONGITUDINAL JOINTS SHALL LINE UP AND BE OF THE SAME TYPE AS THE EXISTING JOINTS EXPANSION, CONTRACTION, ETC.) AND, IN ADDITION, INCLUDE THE MINIMUM NUMBER AND SPACING OF EXPANSION JOINTS SHOWN IN THE STANDARDS.
3. PRIOR TO RESTORATION OF THE PAVEMENT, THE CONTRACTOR SHALL FORWARD TO THE ENGINEER A CONCRETE MIX SUBMITTAL PREPARED BY A REPUTABLE TESTING LABORATORY FOR APPROVAL.
4. THE CONTRACTOR SHALL GIVE A MINIMUM NOTICE OF 24 HOURS (EXCLUDING WEEKENDS AND HOLIDAYS) TO THE ENGINEER AND THE ASSIGNED TESTING LABORATORY PRIOR TO THE POURING OF ANY CONCRETE FOR PAVEMENT RESTORATION.
5. CONCRETE REQUIREMENTS – SEE TECH. SPECIFICATIONS.
6. TESTING REQUIREMENTS: (SUBJECT TO ADJUSTMENT BY ENGINEER)
   A. ONE SLUMP TEST MINIMUM PER 50 CUBIC YARDS OF CONCRETE OR FRACTION THEREOF.
   B. THREE (3) CYLINDERS MINIMUM PER 50 CUBIC YARDS OF CONCRETE OR FRACTION THEREOF.

   SLUMP, CYLINDERS, CORES, ETC., WILL BE REQUIRED FOR ISOLATED AREAS. ENGINEER MAY ORDER FURTHER TESTING TO VERIFY THICKNESS, OR AS A RESULT OF A FAILED TEST. ANY "FAILED" FIELD TEST MUST BE RETESTED AND THE COSTS ASSOCIATED WITH THE "FAILED" TEST ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL STRUCTURES WITHIN THE PAVEMENT AREA SHALL BE ISOLATED (BOXED OUT) BY MEANS OF AN APPROVED CIRCULAR, SQUARE OR RECTANGULAR JOINT AROUND THEM.
8. WHENEVER NEW PAVING INTERSECTS OR MEETS EXISTING PAVING THAT IS TO REMAIN, THE GRADES OF THE NEW PAVING SURFACE SHALL MATCH THE GRADE OF THE EXISTING PAVING.
9. ALL CONCRETE REPAIRS SHOULD BE TO THE NEAREST JOINT.

TABLE OF CONTENTS:

1	GENERAL NOTES (1 OF 1)
2	ROADWAY DETAILS (1 OF 2)
3	ROADWAY DETAILS (2 OF 2)

DOTD STANDARD PLANS

NO.	REV. DATE
DW–01 (3 SHEETS)	08–04–2022
EC–01 (2 SHEETS)	10–01–2008
PED–01 (5 SHEETS)	07–21–2022

SHEET NUMBER: SC-1

PARISH	DEI PROJECT	STATE
ST. JOHN THE BAPTIST	25R000040.006	LOUISIANA

DESIGN	CHECK	DETAIL	CHECK	DATE	SERIES
JAC	GWB	DRW	GWB	OCTOBER 2026	

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING
10/14/26

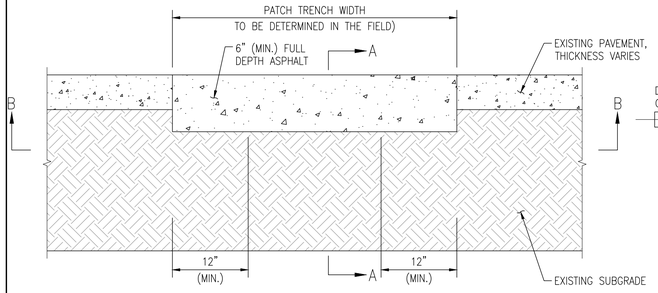
NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

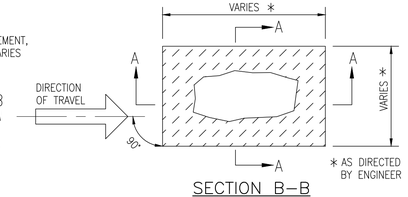
digital engineering
DIGITAL ENGINEERING SERVICES, LLC
127 N. ESPLANADE AVE., STE. 200
KENNER, LA 70065 | (504) 408-6630

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

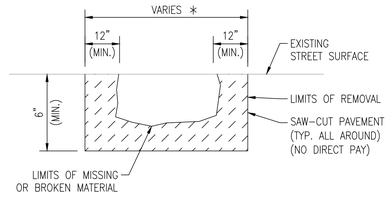
GENERAL NOTES

DWG PATH: S:\#ST.JOHN\25R000040.000 Engineering Services 2025-2028\25R000040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R000040.006_C_01_GENERAL NOTES LAYOUT TAB: SC-1 DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm





SECTION B–B

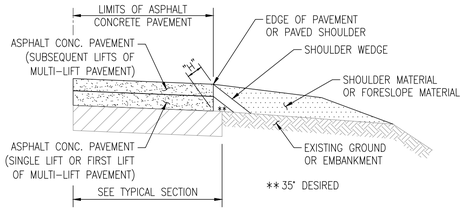


SECTION A–A

NOTES FOR FULL DEPTH ASPHALT PATCH:
1. AREAS OF PATCHING AND POTHOLE REPAIR TO BE DETERMINED IN THE FIELD WITH THE ENGINEER OR REPRESENTATIVE PRESENT PRIOR TO REPAIR. SEE TYPICAL PATCHING LIMITS IN DETAILS SECTION A–A AND SECTION B–B.
2. PATCH SHALL EXTEND TO TOP OF THE BASE COURSE BUT NOT LESS THAN 6 INCHES.
3. AREA TO BE REPAIRED SHALL BE SAWCUT TO FULL DEPTH OF PAVEMENT. THE CUT AROUND THE FAILED AREAS SHALL BE RECTANGULAR WITH FACES STRAIGHT AND VERTICAL AND SHOULD EXTEND AT LEAST 12" INTO GOOD PAVEMENT OUTSIDE THE FAILED AREA.
4. TACK COAT THE PREPARED EDGES OF THE SURFACE SURROUNDING THE AREA BEING REPAIRED TO ENSURE A BOND BETWEEN THEM AND THE PATCH MATERIAL.
5. IF NECESSARY, LEVEL OUT THE BASE WITH GRANULAR MATERIAL (AT NO DIRECT PAY).

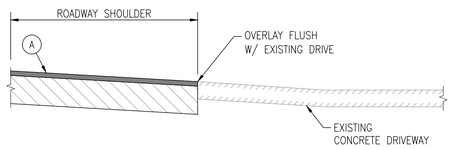
SECTION NOTES:
1. BACKFILL AND COMPACT WITH ASPHALTIC CONCRETE.
2. CONTRACTOR SHALL COAT EDGES OF EXISTING PAVEMENT WITH TACK COAT IMMEDIATELY PRIOR TO PATCH PAVEMENT.
3. IF THE EXISTING SUBGRADE IS DEEMED UNSUITABLE BY THE ENGINEER, LIMESTONE BASE IS ONLY TO BE ADDED UNDER PATCHING AS DIRECTED BY ENGINEER.

FULL DEPTH ASPHALT PATCH
SCALE: N.T.S.

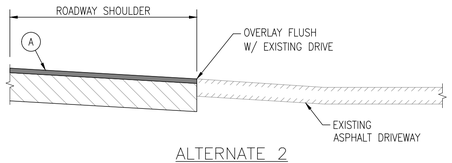


SHOULDER WEDGE DETAIL
SCALE: N.T.S.

TYPICAL SHOULDER WEDGE NOTES:
1. SHOULDER WEDGES SHALL BE REQUIRED AT THE OUTSIDE EDGES OF THE PAVED ROADWAY (EDGE OF TRAVEL LANE OR EDGE OF PAVED SHOULDER).
2. FOR ASPHALT CONCRETE PAVEMENTS: SHOULDER WEDGES EQUAL TO 2" AND, AT A MINIMUM, ON EACH OF THE 2 TOP LIFTS OF MULTI–LIFT PAVEMENT.
3. EQUIP THE PAVER WITH A MECHANICAL DEVICE THAT WILL PRODUCE A WEDGE WITH A UNIFORM TEXTURE, SHAPE, AND DENSITY, WHILE AUTOMATICALLY ADJUSTING TO VARYING HEIGHTS ENCOUNTERED ALONG THE SHOULDER EDGE.
4. THE CONTRACTOR SHALL BLADE AND SHAPE EXISTING GROUND OR SHOULDER MATERIAL TO FORM A UNIFORM SURFACE UNDER THE ASPHALT SHOULDER WEDGE PRIOR TO PLACEMENT OF THE PAVEMENT.
5. FOR ASPHALT CONCRETE PAVEMENTS: THE MAXIMUM SHOULDER WEDGE HEIGHT ("H") SHALL EQUAL 6". IF THE TOTAL ASPHALT THICKNESS IS GREATER THAN 6" THE CONTRACTOR SHALL STAGE CONSTRUCTION BY PULLING UP THE SHOULDERS OR FORESLOPE MATERIAL IN THE LOWER LIFTS, THE UTILIZING THE WEDGE IN EACH OF THE FINAL 2 LIFTS.
6. REQUIRED BASED WIDTHS ARE AS SHOWN ON TYPICAL SECTIONS. FOR ASPHALT SHOULDER WEDGE, REQUIRED BASE WIDTH MIGHT NOT INCLUDE WIDTH OF ASPHALT WEDGE. ASPHALT SHOULDER WEDGE MAY BE SUPPORTED BY THE EXISTING GROUND OR SHOULDER MATERIAL. FOR CONCRETE SHOULDER WEDGE, REQUIRED BASE WIDTH IS TO INCLUDE THE WIDTH OF SHOULDER WEDGE AND THE DESIRED ADDITIONAL WIDTH BEYOND THE SURFACING.



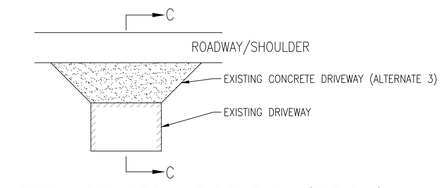
ALTERNATE 1



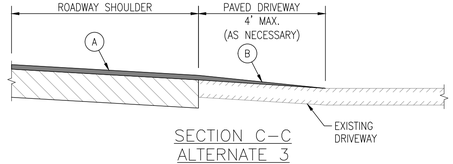
ALTERNATE 2

* MATCH EXISTING RADIUS

▲ VERTICAL TRANSITION FROM ROADWAY TO BUTT JOINT TIE–IN WHERE NEEDED



DETAIL OF APRON AT DRIVEWAY (TYPICAL)
FEATHERED ASPHALT APRON AT EXISTING DRIVE

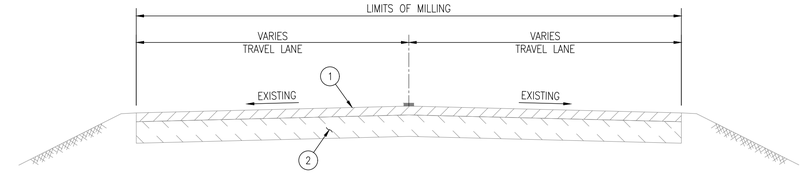


SECTION C–C
ALTERNATE 3

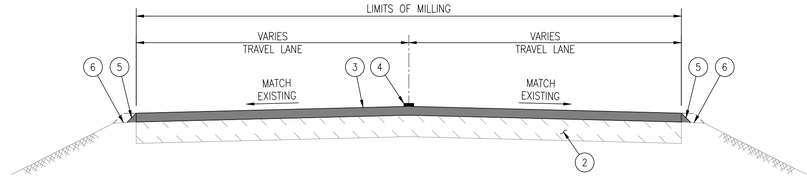
(A) REQUIRED ASPHALT CONCRETE OVERLAY

(B) 2" THICK ASPHALT CONCRETE APRON TRANSITION. QUANTITY INCLUDED IN ASPHALT OVERLAY PAVEMENT ITEM.

DRIVEWAY TIE–IN DETAILS FOR OVERLAY PROJECTS
SCALE:N.T.S.



TYPICAL EXISTING SECTION
SCALE: N.T.S.



TYPICAL FINISHED SECTION
SCALE: N.T.S.

TYPICAL SECTION NOTES:
1. ALL PATCHES SHALL BE PLACED BEFORE MILL AND OVERLAY.
2. EXISTING SHOULDERS, IF PRESENT, ARE EARTHEN OR AGGREGATE.
3. BEFORE CONSTRUCTION BEGINS, CONTRACTOR SHALL MAKE NOTE OF ALL EXISTING PAVEMENT MARKINGS AND SIGNING. ONCE ALL FINAL PAVEMENT HAS BEEN PLACED, FINAL PERMANENT PAVEMENT MARKINGS AND SIGNS WHERE APPLICABLE SHALL BE PLACED BASED ON THE INFORMATION COLLECTED BEFORE CONSTRUCTION. CONTRACTOR SHALL RECEIVE APPROVAL OF PAVEMENT MARKING AND SIGN PLANS BEFORE PLACEMENT.

LEGEND
(1) EXISTING ASPHALT SURFACE TO BE MILLED (2.0" AVG.)
(2) EXISTING BASE TO REMAIN
(3) REQUIRED 2.0" ASPHALT CONCRETE (WEARING COURSE)
(4) REQUIRED PERMANENT PAVEMENT MARKINGS (AS NEEDED)
(5) REQUIRED SHOULDER WEDGE (SEE SHOULDER WEDGE DETAIL)
(6) SHOULDER MATERIAL (TIE TO EXISTING GROUND AT 3:1 MAX. SLOPE)

SHEET NUMBER: SC-2

PARISH	DEI PROJECT	STATE
ST. JOHN THE BAPTIST	25R00040.006	LOUISIANA

DESIGN	CHECK	DETAIL	CHECK	DATE	SERIES
JAC	GWB	DRW	GWB	OCTOBER 2026	

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING
10/14/26

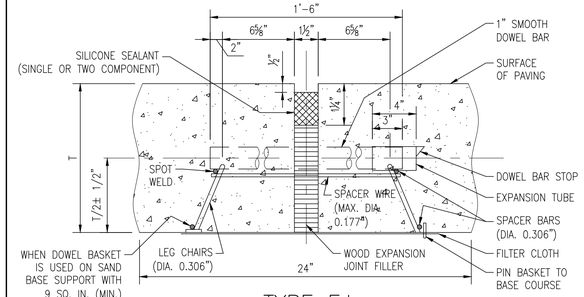
NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

digital engineering
DIGITAL ENGINEERING, LLC
937 N. EISENHOWER AVE., STE. 295
KENNER, LA. 70062 • (504) 400-8220

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

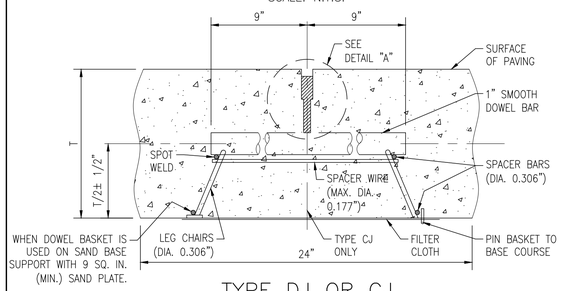
ASPHALT DETAILS

DWG PATH: S:\#ST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\2D Design\CAD\
DWG NAME: 25R00040.006_C_02_ROADWAY DETAILS LAYOUT TAB: SC-2 DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm



TYPE EJ
TRANSVERSE EXPANSION JOINT
(SECTION "A–A")

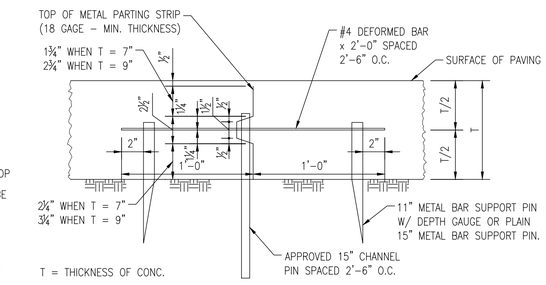
SCALE: N.T.S.



TYPE DJ OR CJ
(SECTION "B–B")

SCALE: N.T.S.

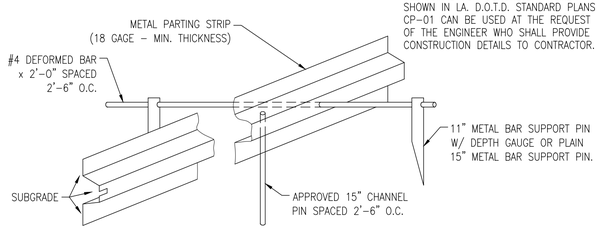
(TRANSVERSE DUMMY JOINT OR CONSTRUCTION JOINT)



DEFORMED LONGITUDINAL JOINT
(SECTION "C–C")

SCALE: N.T.S.

(ALSO CALLED METAL KEYED JOINT)

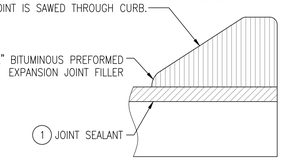


NOTE:
ALL JOINTS FOR CONCRETE PAVEMENT SHOWN IN LA. D.O.T.D. STANDARD PLANS CP-01 CAN BE USED AT THE REQUEST OF THE ENGINEER WHO SHALL PROVIDE CONSTRUCTION DETAILS TO CONTRACTOR.

OBLIQUE VIEW METAL PARTING STRIP
FOR DEFORMED LONGITUDINAL JOINT

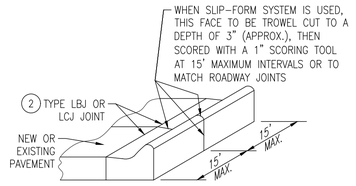
SCALE: N.T.S.

NOTE:
WHEN CURB IS POURED MONOLITHICALLY WITH PAVEMENT, THE BITUMINOUS PREFORMED EXPANSION JOINT FILLER SHALL EXTEND TO THE TOP OF JOINT INSERT. WHEN TRANSVERSE JOINTS ARE CONSTRUCTED BY SAWING, THE INITIAL CUT SHALL EXTEND THRU THE CURBED SECTION (CURB & UNDER-LYING PAVEMENT). THE SUBSEQUENT WIDENING CUT FOR THE JOINT SEALANT RESERVOIR SHALL EXTEND INTO THE CURB FOR A DISTANCE NECESSARY TO ENSURE THE SPECIFIED RESERVOIR DEPTH IS BEING MAINTAINED AT THE GUTTER LINE. ALL CURB FACES REGARDLESS OF CURB TYPE SHALL BE SEALED WHEN TRANSVERSE JOINT IS SAWED THROUGH CURB.



(MOUNTABLE & BARRIER TYPE)
JOINT FILLER DETAIL FOR
INTEGRAL CONCRETE CURB

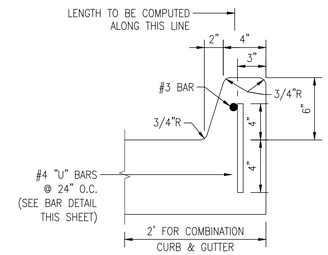
SCALE: N.T.S.



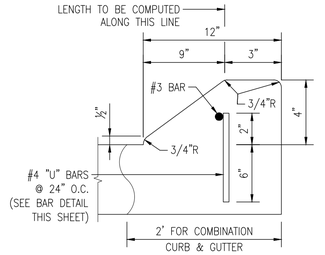
(EXTEND ALL TCJ THROUGH CURB & GUTTER)

DETAILS SHOWING JOINTS IN
CONCRETE CURB & GUTTER

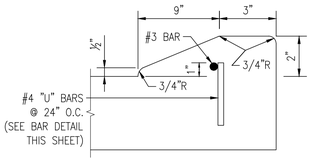
SCALE: N.T.S.



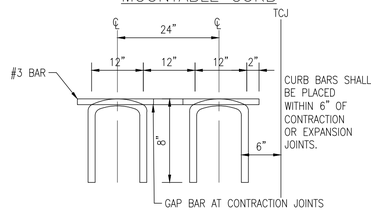
BARRIER CURB



MOUNTABLE CURB



MODIFIED BARRIER OR
MOUNTABLE CURB THRU DRIVEWAY



BAR DETAIL

SOWING DIMENSIONS AND SPACING OF #4 "U" BARS AND LONGITUDINAL BARS FOR CONC. CURB

CURB DETAILS

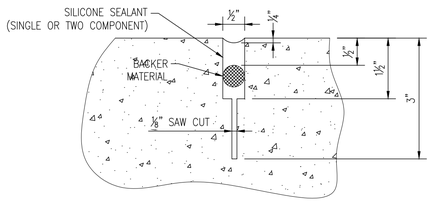
SCALE: N.T.S.

CURB DETAIL NOTES:

1. POUR CURB INTEGRAL WITH PCC PAVEMENT OR GUTTER TO INSURE MONOLITHIC CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE ENGINEER. CURB BARS ARE NOT REQUIRED WHERE CURB IS CONSTRUCTED MONOLITHIC WITH THE PAVEMENT.
2. ALL BARS SHOWN SHALL BE DEFORMED REINFORCING STEEL.
3. WHEN REPLACING OR ADDING CONCRETE CURB TO EXISTING PAVEMENT, CONNECT THE NEW CONCRETE CURB TO THE PAVEMENT WITH THE DEFORMED REINFORCING STEEL SHOWN BY DRILLING HOLES INTO THE EXISTING PAVEMENT ⅛" LARGER THAN THE BAR DIAMETER. ANCHOR THE BARS WITH THE APPROVED EPOXY RESIN SYSTEM FROM THE DOTD AML. APPLY EPOXY ADHESIVE, COMPLYING WITH AASHTO M235, TYPE V, TO THE SURFACE AREA WHERE THE CONCRETE CURB WILL BE PLACED. INCLUDE ALL COST RELATED TO THE CONSTRUCTION OF THE CURB, INCLUDING THE DRILLED HOLES, DEFORMED REINFORCING BARS, AND EPOXY IN THE UNIT PRICE FOR THE CURB ITEM.

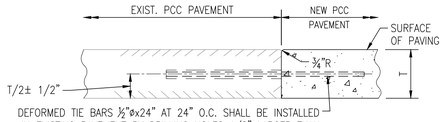
1 FOR DESIGN SPEEDS OF 45MPH OR LESS:
SAW CUT AND SEAL TYPE LJ JOINTS (SECTION "C–C").
A. CONSTRUCT TYPE LCJ OR CJ JOINTS. CONSTRUCT WITH A REMOVABLE FORMING DEVICE. THOROUGHLY CLEAN THE JOINT FACES BY SAND BLASTING; FOLLOWED BY AN OIL–FREE AIR JET IMMEDIATELY PRIOR TO SEALING WITH A POURED OR EXTRUDED SEALANT CONFORMING TO SECTIONS 601 AND 1005. WITH A COMBINATION JOINT FORMER/SEALER AS SHOWN IN DETAIL "A". THE SEALER SHALL CONFORM TO SECTION 1005 AND BE INSTALLED IN ACCORDANCE WITH SECTION 601 AND NO ADDITIONAL SEALANT IS REQUIRED.

2 WHEN CONSTRUCTING CONCRETE CURB AND GUTTER ADJACENT TO NEW P.C.C. PAVEMENT, USE TYPE LCJ JOINT. WHEN ADJACENT TO EXISTING P.C.C. PAVEMENT, USE TYPE LBJ JOINT. THE FIRST LOAD TRANSFER DEVICE SHALL BE INSTALLED 18" FROM THE PAVEMENT EDGE.



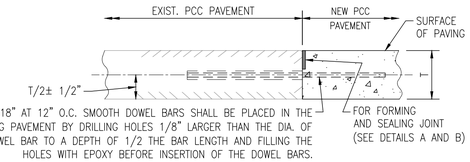
DETAIL "A"

SCALE: N.T.S.



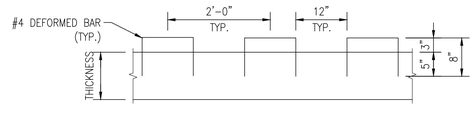
LONGITUDINAL BUTT JOINT
(APPLICABLE TO MAJOR STREETS)

SCALE: N.T.S.



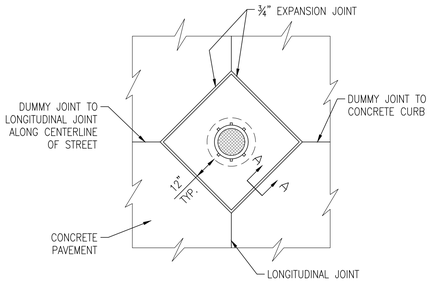
TRANSVERSE BUTT JOINT
(APPLICABLE TO MAJOR STREETS)

SCALE: N.T.S.



CURB DOWELS

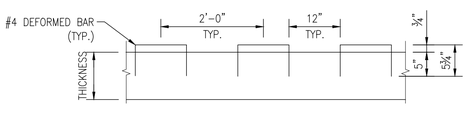
SCALE: N.T.S.



DETAIL FOR BOXING MANHOLE

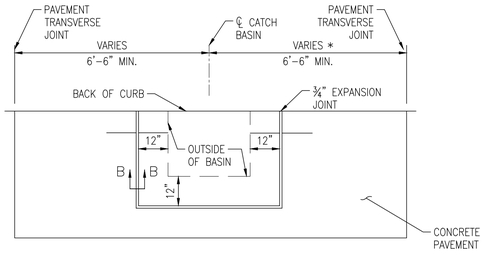
SCALE: N.T.S.

NOTE:
FOR 8" THICK PAVEMENT, USE 1¼" DOWEL BAR AND MAINTAIN ALL OTHER MEASUREMENTS DESCRIBED IN EACH DETAIL.



MODIFIED CURB DOWELS
(USED ON MODIFIED BARRIER CURB)

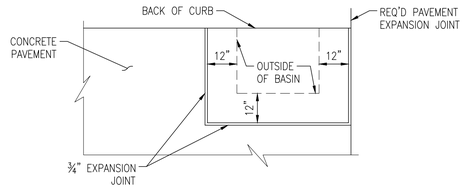
SCALE: N.T.S.



DETAIL FOR BOXING CATCH BASIN
(TYPES 2 & 3)

SCALE: N.T.S.

*IF LESS THAN 6'–6", RELAY TRANSVERSE JOINTS SO THAT ONE OF THE PAVEMENT EXPANSION JOINTS WILL COINCIDE WITH THE BOXED OUT CATCH BASIN EXPANSION JOINT. (SEE DETAIL "B" BELOW)



DETAIL "B"

SCALE: N.T.S.

(USE THIS DETAIL WHEN THE DISTANCE BETWEEN CENTERLINE OF CATCH BASIN AND THE NEAREST TRANSVERSE JOINT IS LESS THAN 6'–6")

SHEET NUMBER: SC-3

PARISH	DEI PROJECT	STATE
ST. JOHN THE BAPTIST	25R00040.006	LOUISIANA

DESIGN	CHECK	DETAIL	CHECK	DATE	SERIES
JAC	GWB	DRW	GWB	OCTOBER 2026	

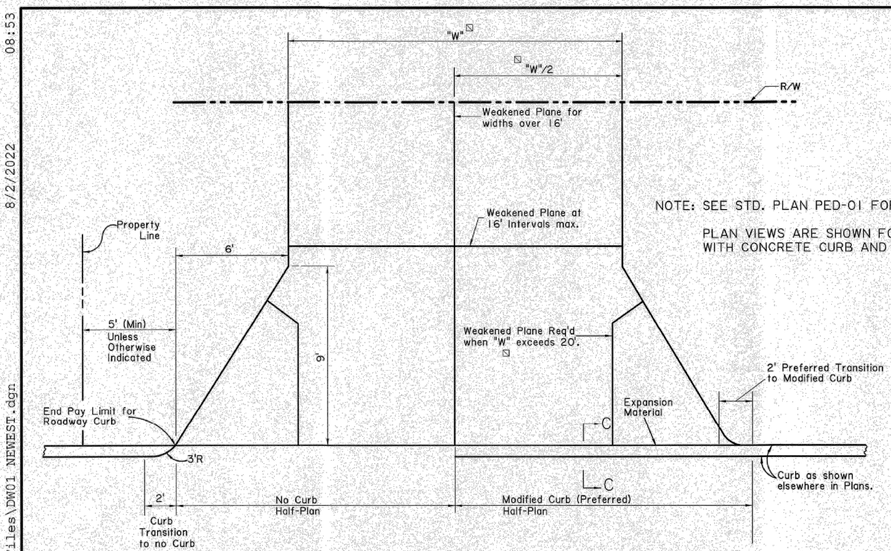
STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING
10/26

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

digital engineering
DIGITAL ENGINEERING & MAPPING, LLC
821 W. CLEVELAND AVE., STE. 200
RINGGOLD, LA 71068 | (318) 659-8333

DWG PATH: S:\#ST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\2D Design\CAD\
DWG NAME: 25R00040.006_C-03_ROADWAY DETAILS LAYOUT TAB: SC-3 DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm



PLAN OF RESIDENTIAL DRIVEWAY

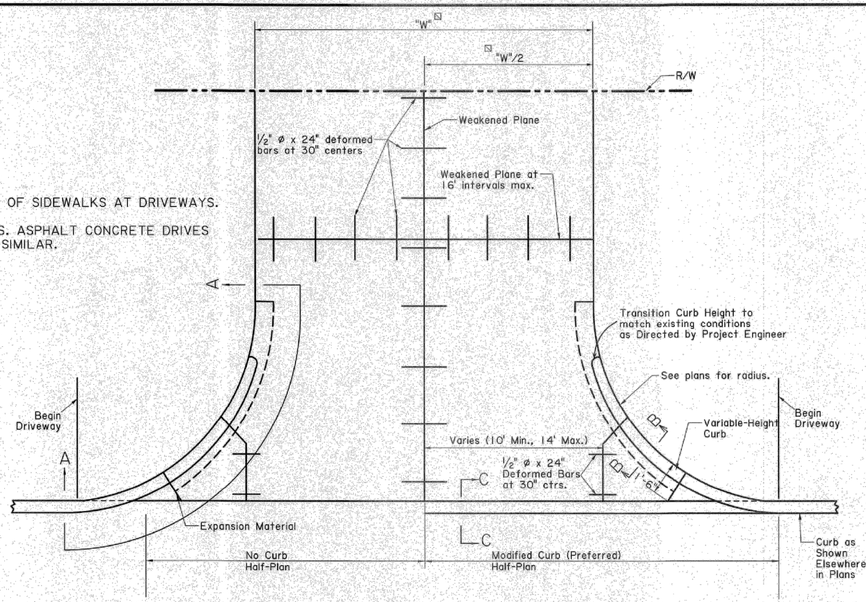
NOTE: SEE STD. PLAN PED-01 FOR TREATMENT OF SIDEWALKS AT DRIVEWAYS.

PLAN VIEWS ARE SHOWN FOR PCC DRIVES. ASPHALT CONCRETE DRIVES WITH CONCRETE CURB AND GUTTER ARE SIMILAR.

NOTE: MODIFIED CURB TO BE PAID FOR AS CURB AND WILL BE USED AS SHOWN IN THE PLANS OR WHEN DIRECTED BY THE PROJECT ENGINEER.

RADII TRANSITION SHAPE MAY BE USED IN LIEU OF A FLARE.

⧅ "W" = Width as per plans

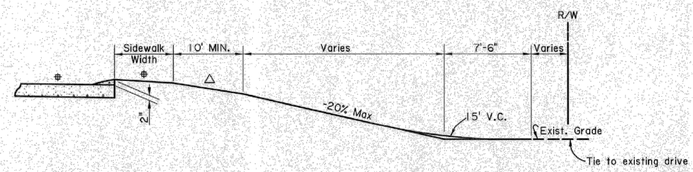


PLAN OF COMMERCIAL DRIVEWAY

NOTE: MODIFIED CURB TO BE PAID FOR AS CURB AND WILL BE USED AS SHOWN IN THE PLANS OR WHEN DIRECTED BY THE PROJECT ENGINEER.

WHEN CURB IS REQUIRED ALONG RADII OF DRIVEWAY, PAYMENT FOR TOE WALL AND CURB WILL BE INCLUDED IN THE PRICE FOR DRIVEWAY ITEMS.

WHEN CURB IS NOT REQUIRED ALONG RADII, TRANSITION CURB AS SHOWN ON RESIDENTIAL DRIVEWAY.



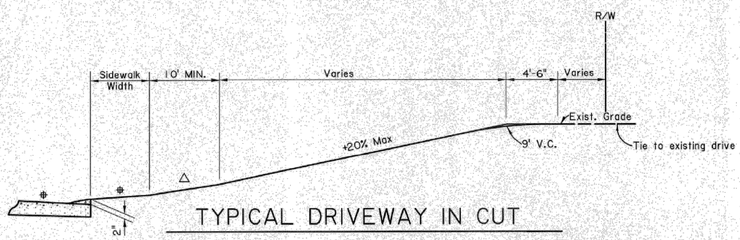
TYPICAL DRIVEWAY IN FILL

NOTES:

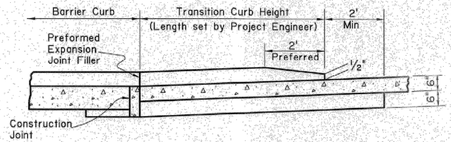
1. DRIVEWAY PROFILES SHOWN ASSUME A SIDEWALK ADJACENT TO THE CURB.

△ 2. MAXIMUM DRIVEWAY GRADE SHALL BE 20% (25% FOR SPECIAL CASES). MAXIMUM BREAK IN GRADE WITHOUT A VERTICAL CURVE SHALL BE 10% FOR CRESTS AND 9% FOR SAGS, AT NOT LESS THAN 10' INTERVALS.

⊕ 3. ROADWAY AND SIDEWALK SLOPES VARY AS PER PLANS.

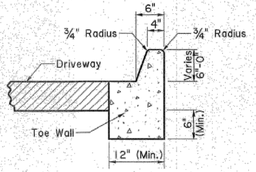


TYPICAL DRIVEWAY IN CUT



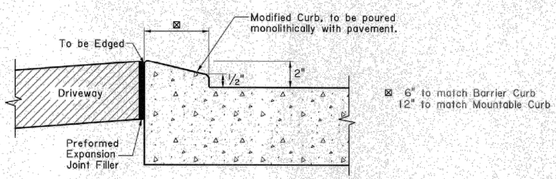
SECTION A-A

(Weakened Plane not shown.)



SECTION B-B

NOTE: For PCC Driveway, Curb, Toe Wall & Driveway to be poured monolithically.



SECTION C-C

NOTE: See Std. Plan CP-01 for Curb construction

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

APPROVED BY CHIEF ENGINEER: DATE: 9/4/2022

DRIVEWAYS ON CURBED ROADWAYS

STANDARD PLAN DW-01

STANDARD PLAN

SHEET NUMBER 201

ST. JOHN THE BAPTIST | 25R00040.006 | LOUISIANA

PARISH | DOTD PROJECT | STATE

DESIGN JAC | CHECK GWB | DETAIL DRW | CHECK GWB | DATE OCTOBER 2026 | SERIES

DESIGN P. TONEY | CHECK R. MCMILLAN | DETAIL P. TONEY | CHECK R. MCMILLAN | REVIEW D. SMITH | SERIES # 1 OF 3

STATE OF LOUISIANA JOSEPH A. COTTEN License No. 47445 PROFESSIONAL ENGINEER IN CIVIL ENGINEERING 9/2/2026

STATE OF LOUISIANA AIDAN EYMARD License No. 46230 PROFESSIONAL ENGINEER IN CIVIL ENGINEERING 9/2/2022

NO. | DATE | REVISION OR CHANGE ORDER DESCRIPTION | BY

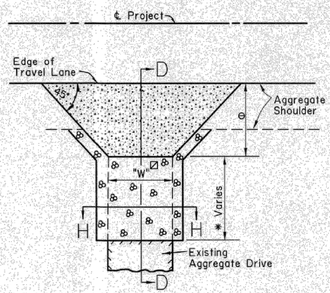
ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING SERVICES, LLC
107 N. ESPLANADE AVE., STE. 203
KENNER, LA 70065 • PH: (504) 469-8201

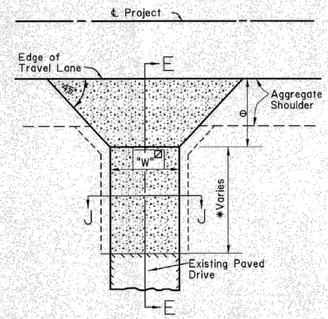
DWG PATH: S:\#ST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS | LAYOUT TAB: 201 | DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm

R:\Unit022\Driveway Standards\DRIVEWAY STANDARDS UPDATE - Aidan Eymard 2021\MicroStation Files\DW01 NEWEST.dgn 8/2/2022 08:53



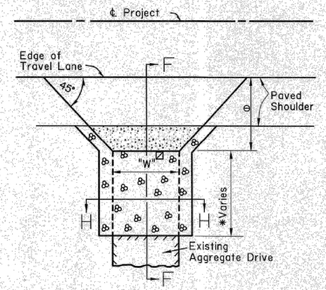
TYPE "A"

Paved Driveway Flare
Along Aggregate Shoulder



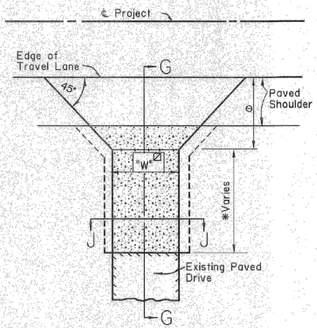
TYPE "B"

Paved Driveway Flare
Along Aggregate Shoulder
Connecting Existing Paved Drive



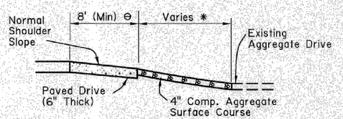
TYPE "C"

Paved Driveway Flare
Along Paved Shoulder

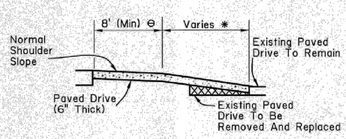


TYPE "D"

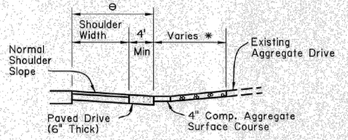
Paved Driveway Flare
Along Paved Shoulder
Connecting Existing Paved Drive



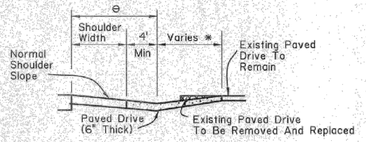
SECTION D-D



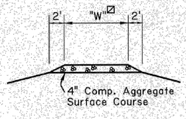
SECTION E-E



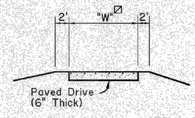
SECTION F-F



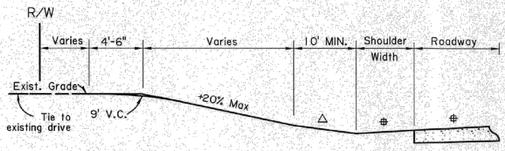
SECTION G-G



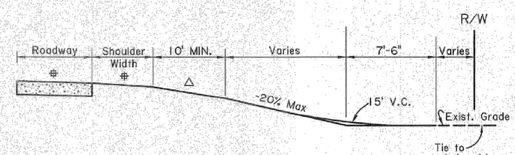
SECTION H-H



SECTION J-J



TYPICAL DRIVEWAY IN CUT



TYPICAL DRIVEWAY IN FILL

☑ "W" = Width as per plans

NOTES:

1. PORTLAND CEMENT CONCRETE DRIVES WILL BE CONSTRUCTED TO REPLACE OR CONNECT TO EXISTING CONCRETE DRIVES.

* 2. SEE PLANS; APPLIES WHERE EXISTING DRIVE IS TO BE REMOVED FOR ROADWAY CONSTRUCTION AND/OR TO ACHIEVE VERTICAL GEOMETRY REQUIREMENTS.

θ 3. PAVEMENT SHALL EXTEND 8' MINIMUM FROM EDGE OF PAVED ROADWAY SURFACE (TRAVEL LANE) FOR SINGLE-FAMILY RESIDENTIAL/NON-COMMERCIAL AGRICULTURE TYPE CONNECTIONS, AND 25' FOR TRAFFIC GENERATOR (COMMERCIAL) TYPE CONNECTIONS, OR AS PER THE PLANS. PAVED DRIVEWAY FLARE SHALL EXTEND 4' MINIMUM FROM EDGE OF PAVED SHOULDER. RADII TRANSITION SHAPE MAY BE USED IN LIEU OF FLARE.

4. COMPACTION OF SUBGRADE AND GRADING WORK FOR CONSTRUCTION OF DRIVES SHALL BE SATISFACTORY TO THE ENGINEER AND PAYMENT SHALL BE INCLUDED IN THE DRIVEWAY ITEMS.

△ 5. MAXIMUM DRIVEWAY GRADE SHALL BE 20% (25% FOR SPECIAL CASES). MAXIMUM BREAK IN GRADE WITHOUT A VERTICAL CURVE SHALL BE 10% FOR CRESTS AND 9% FOR SAGS, AT NOT LESS THAN 10' INTERVALS.

⌖ 6. ROADWAY AND SHOULDER SLOPES VARY AS PER PLANS

LEGEND

ASPHALT

AGGREGATE

REMOVAL

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER

PARISH | CONTROL SECTION | STATE PROJECT

DESIGN P. TONEY | DETAIL P. TONEY | REVIEW D. SMITH | SERIES 2 OF 3
CHECK R. MCMILLAN | CHECK R. MCMILLAN

STATE OF LOUISIANA
AIDAN EYMARD
License No. 46220
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
8/2/2022

APPROVED BY CHIEF ENGINEER
DATE: 8/4/2022

DRIVEWAYS ON NON-CURBED ROADWAYS

STANDARD PLAN DW-01

DOTD LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

STANDARD PLAN

SHEET NUMBER 202

PARISH ST. JOHN THE BAPTIST | DEI PROJECT 25R00040.006 | STATE LOUISIANA

DESIGN JAC | CHECK GWB | DETAIL DRW | CHECK GWB | DATE OCTOBER 2026 | SERIES

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47145
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
10/31/26

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

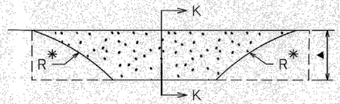
ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING SERVICES, INC.
631 W. EDGEWOOD AVE., STE. 200
HAMMOND, LA. 70401 | (985) 340-0033

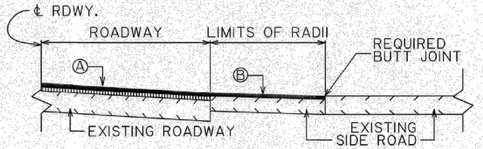
DWG PATH: S:\JFSTJOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS | LAYOUT TAB: 202 | DATE of PLOT: Wednesday, October 14, 2026 @ 12:19pm

R:\Unit022\Driveway Standards\DRIVEWAY STANDARDS UPDATE - Aidan Eymard 2021\MicroStation Files\DW02 NEWEST.dgn 8/2/2022 08:53

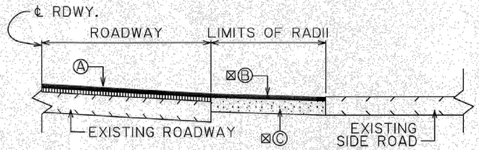
TURNOUT TIE-IN DETAILS FOR OVERLAY PROJECTS



DETAIL OF APRON AT TURNOUT (TYPICAL)



SECTION K-K (PAVED SIDE ROAD)



SECTION K-K (UNPAVED SIDE ROAD)

Ⓐ ASPHALT CONCRETE (COURSES AND TYPES SHOWN ON ROADWAY TYPICAL SECTION)

Ⓑ ASPHALT CONCRETE (THICKNESS SHALL MATCH ROADWAY WEARING SURFACE)

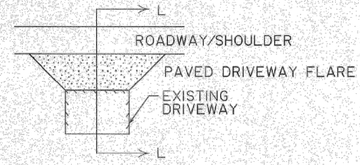
⊠Ⓒ ASPHALT CONCRETE BASE COURSE

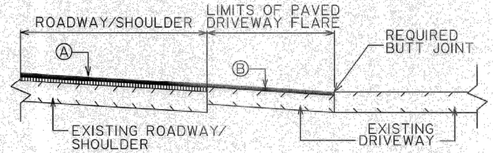
* MATCH EXISTING RADIUS

▲ VERTICAL TRANSITION FROM ROADWAY TO BUTT JOINT TIE-IN WHERE NEEDED

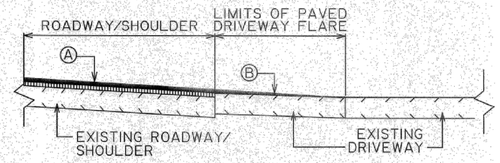
⊠ TOTAL THICKNESS OF WEARING COURSE AND BASE COURSE SHALL BE A MINIMUM OF 6"

DRIVEWAY TIE-IN DETAILS FOR OVERLAY PROJECTS





SECTION L-L (ALTERNATE 1)



SECTION L-L (ALTERNATE 2)

Ⓐ ASPHALT CONCRETE (COURSES AND TYPES SHOWN ON ROADWAY TYPICAL SECTION)

Ⓑ ASPHALT CONCRETE (THICKNESS SHALL MATCH ROADWAY WEARING COURSE)

NOTES:

1. DRIVE WIDTHS AND FLARE DIMENSIONS TO BE ADJUSTED TO MATCH EXISTING CONDITIONS AS DIRECTED BY THE PROJECT ENGINEER.
2. TYPE OF TIE-IN AND LENGTH OF OVERLAY TRANSITION TO BE SET BY PROJECT ENGINEER TO ACHIEVE A SUITABLE CONNECTION FOR EXISTING DRIVE.
3. REFER TO SHEET 2 OF DW-01 FOR SUGGESTED TIE-IN CRITERIA OF STEEP GRADES.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER 3 OF 3 | SERIES | DATE | DESIGN P. TONEY | CHECK R. MCMILLAN | DETAIL P. TONEY | CHECK R. MCMILLAN | REVISION D. SMITH | PARISH | CONTROL SECTION | STATE PROJECT

STATE OF LOUISIANA — AIDAN EYMARD — License No. 46220 — PROFESSIONAL ENGINEER IN CIVIL ENGINEERING — 8/2/2022

APPROVED BY CHIEF ENGINEER: — DATE: 8/4/2022

STATE OF LOUISIANA — JOSEPH A. COTTEN — License No. 47445 — PROFESSIONAL ENGINEER IN CIVIL ENGINEERING — 8/2/2022

TURNOUT AND DRIVEWAY TIE-IN DETAILS

STANDARD PLAN DW-01

DOTD — LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT — STANDARD PLAN

SHEET NUMBER 203

ST. JOHN THE BAPTIST | PARISH | 25R00040.006 | DEI PROJECT | LOUISIANA | STATE

DESIGN JAC | CHECK GWB | DETAIL DRW | CHECK GWB | DATE OCTOBER 2026 | SERIES

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

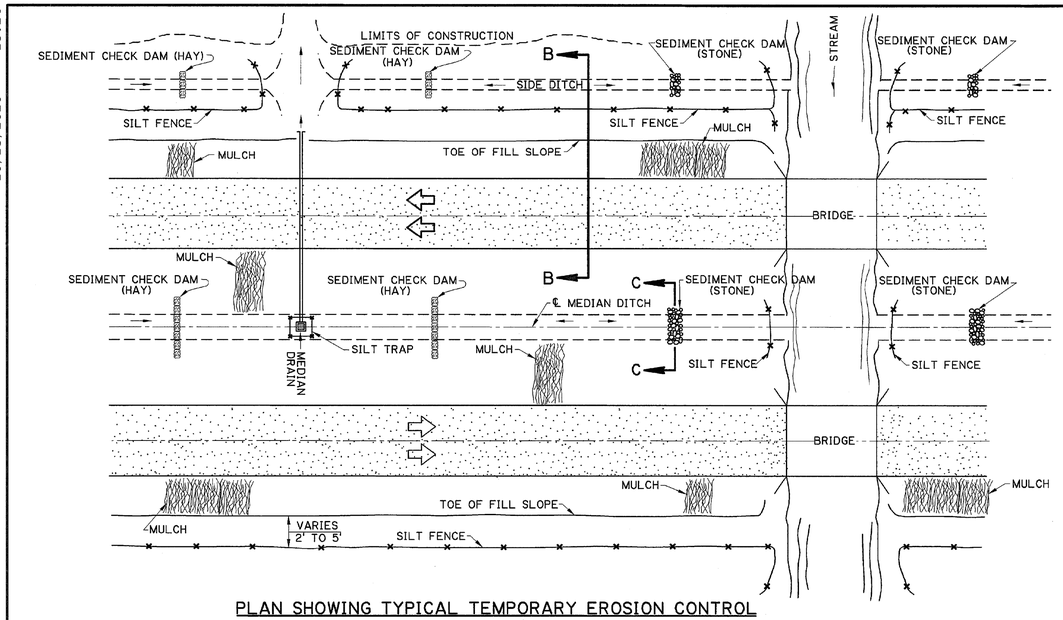
digital engineering — DIGITAL ENGINEERING SERVICES, LLC — 107 N. CLEARVIEW AVE., STE. 200 — KENNER, LA. 70062 — PH: (504) 305-8020

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

ASPHALT DETAILS

R:\Unit022\Driveway Standards\DRIVEWAY STANDARDS UPDATE - Aidan Eymard 2021\MicroStation Files\Turnout and Drive Tie In for Overlays.dgn 8/4/2022 08:50:

DWG PATH: S:\#ST.JOHN\25R00040.000 Engineering Services 2025-28\002 2026 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS LAYOUT TAB: 203 DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm

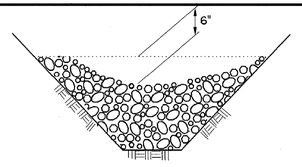


PLAN SHOWING TYPICAL TEMPORARY EROSION CONTROL

MULCHES

MULCHES ARE THE APPLICATION OF MATS OF MATERIAL PLACED ON THE SOIL SURFACE TO PREVENT EROSION BY PROTECTING THE SOIL SURFACE FROM RAINDROP IMPACT AND TO REDUCE THE VELOCITY OF OVERLAND FLOW. MULCHES CAN BE ORGANIC OR SYNTHETIC. MULCHES SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR TEMPORARY EROSION CONTROL. A FEW GUIDELINES FOR THE USE OF MULCHES ARE:

1. USE ON CUT AND EMBANKMENT SLOPES WHICH HAVE NOT BEEN COMPLETED TO PLAN GRADE OR WHERE THE WEATHER OR SOIL CONDITIONS WILL NOT PERMIT COMPLETING THEM WITHIN A REASONABLE TIME
2. USE ON CLEARED, GRUBBED , AND SCALPED AREAS WHERE SOIL EROSION IS LIKELY TO OCCUR
3. USE WITH TEMPORARY SEEDING



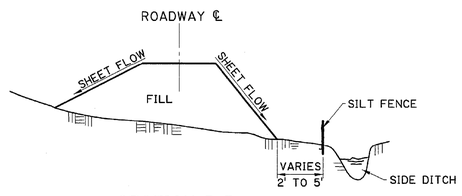
SECTION C-C

TEMPORARY SEDIMENT CHECK DAM (STONE)

PAY ITEM: TEMPORARY SEDIMENT CHECK DAM (STONE)

NOTES:
A STONE CHECK DAM IS A SMALL TEMPORARY DAM CONSTRUCTED ACROSS A SWALE OR DRAINAGE DITCH. THE PURPOSE OF THIS MEASURE IS TO REDUCE THE VELOCITY OF CONCENTRATED STORM WATER FLOWS, THEREBY REDUCING EROSION OF THE SWALE OR DITCH. THE STONE CHECK DAM WILL TRAP SMALL AMOUNTS OF SEDIMENTS GENERATED IN THE DITCH ITSELF, HOWEVER IT SHOULD NOT BE USED AS A SEDIMENT TRAPPING DEVICE. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF STONE CHECK DAMS ARE:

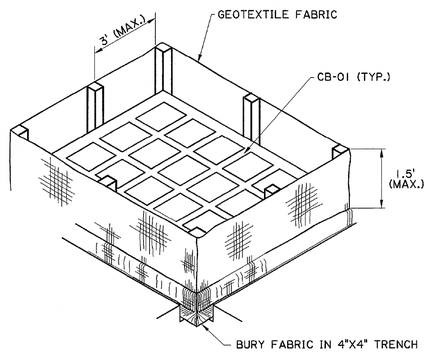
1. USE IN SMALL OPEN CHANNELS WHICH DRAIN 10 ACRES OR LESS
2. DO NOT USE IN A LIVE STREAM
3. USE IN A TEMPORARY DITCH OR SWALE WHICH, BECAUSE OF THEIR SHORT LENGTH OF SERVICE, CANNOT RECEIVE A NON- ERODIBLE LINING
4. USE IN PERMANENT DITCHES OR SWALES WHICH WILL NOT RECEIVE A PERMANENT LINING FOR AN EXTENDED PERIOD OF TIME
5. USE IN TEMPORARY OR PERMANENT DITCHES OR SWALES WHICH NEED PROTECTION DURING THE ESTABLISHMENT OF GRASS LININGS
6. FOR STONE SPECIFICATIONS, SEE PROJECT SPECIFICATIONS FOR RIPRAP, (CLASS 2 LB)



SECTION B-B

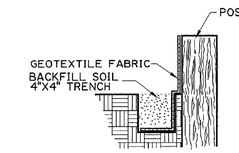
TEMPORARY SILT FENCE APPLICATION

(FOR CONSTRUCTION DETAILS AND SPECIFICATIONS SEE SHEET 2 OF 2.)

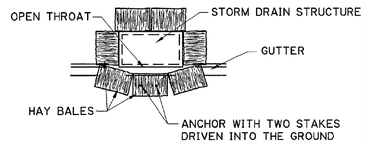


ISOMETRIC VIEW SHOWING GEOTEXTILE FABRIC

(BACKFILL SOIL NOT SHOWN)



SECTION THRU TRENCH SHOWING GEOTEXTILE FABRIC



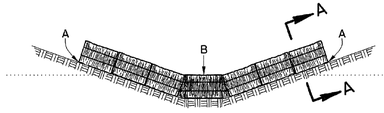
PLAN SHOWING HAY BALES

PAY ITEM: TEMPORARY HAY OR STRAW BALES

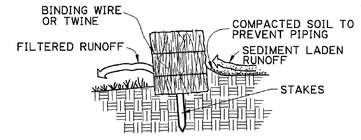
TEMPORARY INLET SILT TRAP

THE TEMPORARY DROP INLET SILT TRAP IS TO BE USED FOR SMALL DRAINAGE AREAS (LESS THAN 1 ACRE) WHERE THE STORM DRAIN IS FUNCTIONAL BEFORE THE AREA IS STABILIZED. THE TRAP CAN BE EITHER GEOTEXTILE FABRIC OR HAY BALES.

1. THE GEOTEXTILE FABRIC SHALL CONFORM TO PROJECT SPECIFICATIONS FOR GEOTEXTILE FABRIC (CLASS G).
2. WOODEN STAKES SUPPORTING THE FABRIC SHALL BE 2" X 2" OR 2" X 4" WITH A MINIMUM LENGTH OF 3 FEET. THE STAKES SHALL BE SPACED AROUND THE INLET AT A MAXIMUM SPACING OF 3 FEET.
3. THE HEIGHT OF THE FABRIC ABOVE THE INLET SHALL BE LIMITED TO 1.5' AND THE BOTTOM OF THE FABRIC SHALL BE BURIED IN A TRENCH APPROXIMATELY 4" WIDE BY 4" DEEP. THE FABRIC SHALL BE STAPLED TO THE POST WITH ½" STAPLES.
4. THE TRAP SHOULD BE INSPECTED REGULARLY AND AFTER EACH STORM. THE SEDIMENT SHOULD BE REMOVED AND EACH STAKE SHOULD BE FIRMLY IN THE GROUND.
5. HAY BALES SHALL BE PLACED SO THAT THE BINDING WIRE OR TWINE IS NOT IN CONTACT WITH THE GROUND.



ELEVATION



SECTION A-A

TEMPORARY SEDIMENT CHECK DAM (HAY)

PAY ITEM: TEMPORARY SEDIMENT CHECK DAM (HAY)

NOTES:
A HAY BALE BARRIER IS A TEMPORARY SEDIMENT BARRIER CONSISTING OF A ROW OF ENTRENCHED AND ANCHORED BALES OF STRAW OR HAY. THE HAY BALE BARRIER IS ALSO USED AS A CHECK DAM TO REDUCE THE VELOCITY IN SMALL DITCHES OR SWALES. THE HAY BALES SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR TEMPORARY EROSION CONTROL.
A FEW BASIC DESIGN GUIDELINES FOR THE USE OF A HAY BALE BARRIER ARE:

1. USE WHERE EROSION WOULD OCCUR IN THE FORM OF SHEET AND RILL EROSION
2. USE IN MINOR SWALES OR DITCHES WHERE THE MAXIMUM DRAINAGE AREA IS 2 ACRES
3. ONLY USE WHERE THE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3 MONTHS
4. DO NOT USE IN LIVE STREAMS OR IN SWALES OR DITCHES WHERE THERE IS A POSSIBILITY OF A WASHOUT

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER
PARISH
FEDERAL PROJECT
STATE PROJECT
DESIGNED JCM
CHECKED
DETAILED KAJ
CHECKED JCM
DATE 1-14-94
SHEET 1 OF 2
DATE: 10-1-08
BY MH
REVISIONS: REMOVE SPECIFIC PAY ITEM NOS., GENERAL REVISIONS
REVISION DESCRIPTION
10-1-08 DATE
APPROVED BY CHIEF ENGINEER:

TEMPORARY EROSION CONTROL DETAILS
STANDARD PLAN EC-01
HYDRAULICS SECTION

SHEET NUMBER 204
PARISH ST. JOHN THE BAPTIST
DEI PROJECT 25R00040.006
STATE LOUISIANA
DESIGN JAC
CHECK GWB
DETAIL DRW
CHECK GWB
DATE OCTOBER 2026
SERIES

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING
10/26

NO. DATE REVISION OR CHANGE ORDER DESCRIPTION BY

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

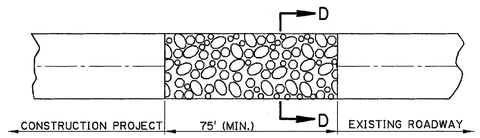
ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING SERVICES, LLC
3574 ESPLANADE AVE., STE. 200
METAIRIE, LA 70002 | 504.780.8888

10/13/2020 15:24

IP_PWP:dms09544\EC-01(SHEET 1).dgn

DWG PATH: S:\#ST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS LAYOUT TAB: 204 DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm



PLAN



SECTION D-D

TEMPORARY STONE CONSTRUCTION ENTRANCE

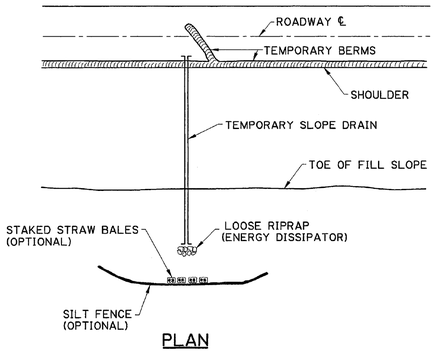
PAY ITEM: TEMPORARY STONE CONSTRUCTION ENTRANCE

NOTES:

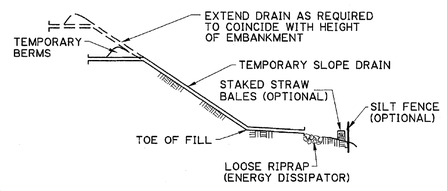
TEMPORARY STONE CONSTRUCTION ENTRANCE AND/OR WASH RACK

A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON THE CONSTRUCTION SITE TO REDUCE THE AMOUNT OF MUD TRANSPORTED ONTO PUBLIC ROADS. IF THE ACTION OF THE VEHICLE TRAVELING OVER THE GRAVEL PAD IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF THE MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLE ENTERS A PUBLIC ROAD. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF A STONE ENTRANCE AND/OR WASH RACKS ARE:

1. THE STONE LAYER MUST BE AT LEAST 6 INCHES THICK.
2. THE STONE SHALL CONFORM TO PROJECT SPECIFICATIONS FOR RIPRAP (CLASS 2 LB).
3. THE LENGTH OF THE PAD MUST BE A LEAST 75 FEET AND IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS.
4. A GEOTEXTILE FABRIC UNDERLINER IS REQUIRED. THE GEOTEXTILE FABRIC SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR GEOTEXTILE FABRIC (CLASS D).
5. IF A WASH RACK IS NECESSARY, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF-SITE.



PLAN



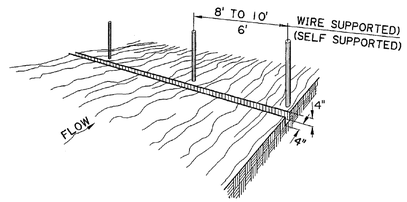
ELEVATION

TEMPORARY SLOPE DRAIN

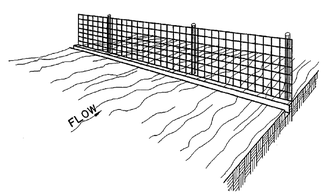
A TEMPORARY SLOPE DRAIN IS A DEVICE USED TO CARRY WATER FROM THE CONSTRUCTION WORK AREA TO A LOWER ELEVATION. SLOPE DRAINS MAY BE PLASTIC SHEET, METAL OR PLASTIC PIPE, STONE GUTTERS, FIBER MATS, OR CONCRETE OR ASPHALT DITCHES. A FEW BASIC DESIGN GUIDELINES FOR THE USE OF A TEMPORARY SLOPE DRAIN ARE:

1. THE SPACING OF THE SLOPE DRAINS VARIES WITH THE ROAD GRADE.
   FOR GRADES: 0.0% - 2.0% USE 500' SPACING
   2.1% - 5.0% USE 200' SPACING
   GREATER THAN 5.0% USE 100' SPACING
2. SLOPE DRAIN MATERIAL: SMOOTH PIPE - 8" MINIMUM - 3 MILS THICK MIN.
   CORRUGATED PIPE - 12" MINIMUM
   PLASTIC SHEETING - 4' WIDE MINIMUM
   PLASTIC SHEETING - 3 MILS THICK MIN.
3. PLASTIC SHEETING CAN BE STAKED DOWN OR WEIGHTED WITH ROCKS OR LOGS. THE AREA UNDER THE SHEETING SHOULD BE SHAPED TO PROVIDE AN ADEQUATE CHANNEL.
4. THE OUTLET END SHOULD BE PROTECTED OR HAVE SOME MEANS OF DISSIPATING ENERGY. THE FLOW SHOULD BE DIRECTED THROUGH A SEDIMENT TRAP SUCH AS A SILT FENCE, HAY BALES, OR OTHER APPROVED SEDIMENT CONTROL DEVICES.
5. TO INSURE PROPER OPERATION, TEMPORARY SLOPE DRAINS SHOULD BE INSPECTED REGULARLY AND AFTER EACH STORM, FOR CLOGGING OR DISPLACEMENT. EROSION AT THE OUTLET SHOULD BE CHECKED AND THE SILT TRAPS CLEANED IF NECESSARY.

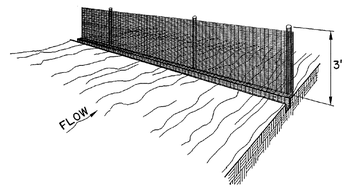
1. SET POSTS AND EXCAVATE A 4" X 4" TRENCH UPSLOPE ALONG THE LINE OF POSTS.



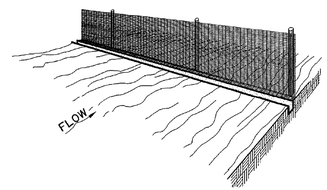
2. STAPLE WIRE FENCING TO THE POSTS.



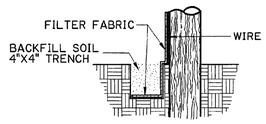
3. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND IT INTO THE TRENCH.



4. BACKFILL AND COMPACT EXCAVATED SOIL.



EXTENSION OF FABRIC INTO THE TRENCH.



CONSTRUCTION OF TEMPORARY SILT FENCING

(WIRE SUPPORTED SILT FENCE IS SHOWN. SELF SUPPORTED SILT FENCE WILL BE CONSTRUCTED ACCORDING TO MANUFACTURERS SPECIFICATIONS.)

NOTES:

SILT FENCING IS A TEMPORARY SEDIMENT BARRIER CONSISTING OF A FILTER FABRIC SUPPORTED BY POSTS AND STRETCHED ACROSS AN AREA TO INTERCEPT AND DETAIN SMALL AMOUNTS OF SEDIMENT. THE SILT FENCING SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS FOR TEMPORARY EROSION CONTROL. A FEW BASIC GUIDELINES FOR THE USE OF SILT FENCING ARE:

1. USE WHERE EROSION WOULD OCCUR IN THE FORM OF SHEET AND RILL EROSION
2. USE WHERE THE MAXIMUM DRAINAGE AREA BEHIND THE SILT FENCE IS ¼ ACRE PER 100 FEET OF SILT FENCE LENGTH
3. USE WHERE THE MAXIMUM SLOPE LENGTH BEHIND THE BARRIER IS 100 FEET
4. USE THERE THE MAXIMUM GRADIENT BEHIND THE BARRIER IS 2:1
5. DO NOT USE SILT FENCES IN LIVE STREAMS OR IN DITCHES OR SWALES WHERE FLOWS EXCEED ONE CUBIC FOOT PER SECOND

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER

PARISH | FEDERAL PROJECT | STATE PROJECT
DESIGNED JCM | DETAILED KAJ | DATE 1-14-94
CHECKED | CHECKED JCM | SHEET 2 OF 2

NO. | DATE | REVISION OR CHANGE ORDER DESCRIPTION | BY
1 | 10-1-08 | REMOVE SPECIFIC PAY ITEM NOS., GENERAL REVISIONS | MH

APPROVED BY CHIEF ENGINEER: Wm. H. Temple III
DATE: 10-1-08

TEMPORARY EROSION CONTROL DETAILS
STANDARD PLAN EC-01

HYDRAULICS SECTION

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING
10/26

SHEET NUMBER 205

PARISH ST. JOHN THE BAPTIST | DOTD PROJECT 25R000040.006 | STATE LOUISIANA

DESIGN JAC | CHECK GWB | DETAIL DRW | CHECK GWB | DATE OCTOBER 2026 | SERIES

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

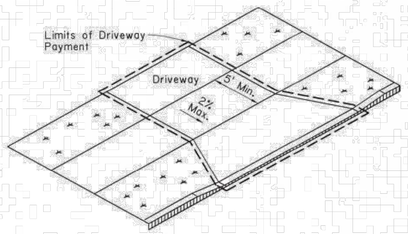
ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING & MAPPING, INC.
825 W. ESPLANADE AVE., STE. 200
KENNER, LA. 70065 • PH: (504) 469-5232

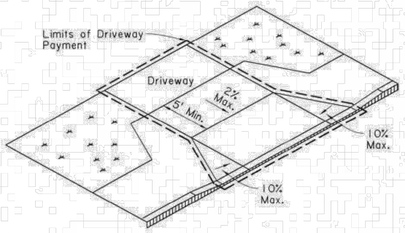
10/13/2020 15:24

IP_PWP:dms09544\EC-01(SHEET 2).dgn

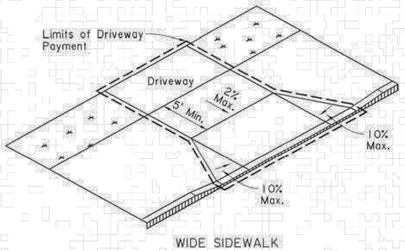
DWG PATH: S:\MSTJOHN\25R000040.000 Engineering Services 2025-2028\2028\25R000040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R000040.006_C_04_ASPHALT DETAILS LAYOUT TAB: 205 DATE of PLOT: Wednesday, October 14, 2026 @ 12:18pm



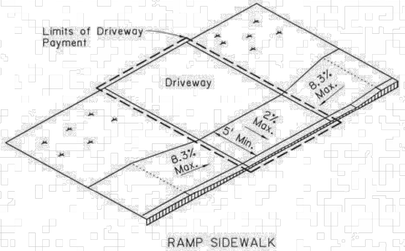
SETBACK SIDEWALK



APRON OFFSET SIDEWALK



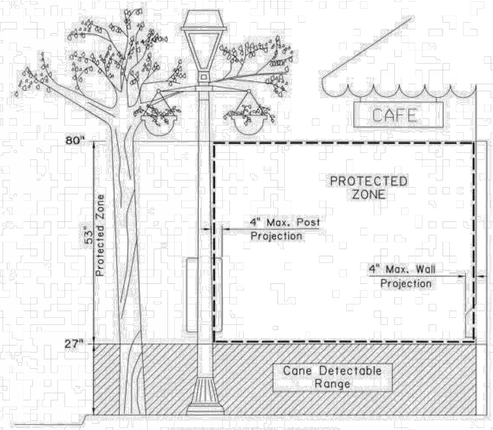
WIDE SIDEWALK



RAMP SIDEWALK

SIDEWALK TREATMENT AT DRIVEWAYS

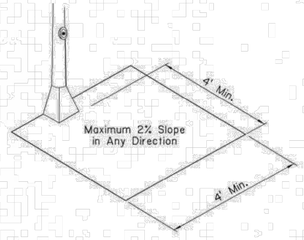
Refer to Driveway Standard Plans for further details.



PROTECTED ZONE

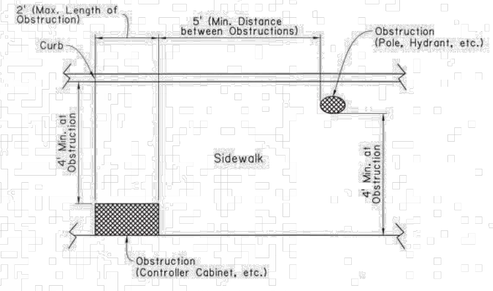
Notes:

1. In pedestrian circulation area, maximum 4" projection for post or wall mounted objects between 27" and 80" above the surface.
2. When an obstruction of a height greater than 27" from the surface would create a protrusion of more than 4" into the pedestrian circulation area, construct additional curb or foundation at the bottom to provide a maximum 4" overhang.
3. Protruding objects of a height less than 27" are detectable by cane and do not require additional treatment.



CLEAR GROUND SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON

Minimum 4' x 4' clear space required at public use fixtures.



PLAN VIEW PLACEMENT OF OBSTRUCTIONS

Items not intended for public use.

PEDESTRIAN FACILITIES GENERAL NOTES

Curb Ramps

1. Maximum allowable cross slope of curb ramp surfaces is 2%; desired cross slope is 1.5%.
2. Theoretical pay areas for curb ramps are as shown on sheet 2, unless otherwise noted in the plans. These areas may be field adjusted as approved by the Project Engineer.
3. Grade breaks at the top and bottom of curb ramps runs shall be perpendicular to the direction of the ramp run.
4. Where curb ramps are located adjacent to a walking surface, a flare must be provided; otherwise a curb may be provided. For an example, refer to curb ramp Type 2 on sheet 2.
5. The landing dimensions are 5'x5' with a maximum 2% slope in any direction. The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
6. Small raised channelization islands, which cannot provide a minimum of 5'x5' landing at the top of ramps, shall be cut through level with the surface of the street.
7. Raised medians should be 6' wide in the direction of pedestrian travel to serve as a pedestrian refuge area. Medians with pedestrian access routes through them shall be designed in accordance with Draft PROWAG.
8. Maneuvering space at the bottom of curb ramps shall be a minimum of 4'x4' completely contained within the crosswalk and completely outside the parallel vehicle travel lane.
9. It is desirable to provide a no-parking zone 50' from crosswalks on each intersection approach or provide a curb extension.
10. Drainage structures should be located on the upstream side of the ramp and located to prevent ponding near the curb ramp. Drainage structures should be placed outside the crosswalk.
11. Slopes of adjoining gutters and roadway surfaces immediately adjacent to the curb ramp shall not exceed 5%. Refer to the Transition from the Curb Ramp to Roadway Detail on sheet 1.
12. Curb ramps should be aligned with the direction of pedestrian travel on the crosswalk or theoretical crosswalk. Refer to sheet 3 for typical crossing layouts and refer to the pavement marking standards for crosswalk markings.
13. Crosswalk markings shall be placed a distance of 24" from the flare on each side of a diagonal curb ramp. Refer to sheet 3 for an example.
14. Curb ramps shall include detectable warning surfaces. Refer to sheet 4 for details of detectable warning surfaces.
15. Where a curb ramp is constructed within existing curb, curb and gutter and/or sidewalk, the existing curb or curb and gutter shall be removed to the nearest joint beyond the curb transition or the extent that no remaining section of curb or curb and gutter is less than 5' long or as directed by the Project Engineer. Existing sidewalks shall be removed to the nearest joint beyond the flare slope or to the extent that no remaining section of sidewalk is less than 5' long or as directed by the Project Engineer.

Sidewalks

1. Where a 5' sidewalk cannot be provided due to site constraints, 5'x5' passing areas at intervals not to exceed 200' are required.
2. Where sidewalks and crosswalks are contained within street or highway right-of-way, the grade of the sidewalk or crosswalk shall not exceed the grade of the adjacent street or highway. Where sidewalks are not contained within a street or highway right-of-way, the grade of the sidewalk shall be 5% maximum.
3. Maximum allowable cross slope of sidewalk surfaces is 2%; desired cross slope is 1.5%.
4. Vertical surface discontinuities along a sidewalk shall be 1/2" maximum. Discontinuities between 1/4" and 1/2" shall be beveled at a 1:2 maximum slope.
5. Where sidewalks intersect with streets, detectable warning surfaces are required. Refer to sheet 4 for details of detectable warning surfaces.
6. Traffic signal or illumination poles, ground boxes, controller boxes, signs, drainage facilities and other items shall be placed so as not to obstruct the accessible route.
7. When a sidewalk crosses a driveway and exceeds the 2% maximum cross slope, the driveway or driveway portion shall be reconstructed to meet the 2% maximum cross slope requirement. Refer to driveway standard plans for driveway details.
8. Handrails are not required on sidewalks within highway right-of-way, unless site specific conditions, such as a vertical drop-off, dictate. Where handrails are provided, they must comply with ADAAG 505.
9. To prevent tracking of gravel onto the sidewalk, gravel driveways should be paved from the roadway edge to a point 10' behind the sidewalk or the right-of-way, whichever is less.

ADA - Americans with Disabilities Act
ADAAG - Americans with Disabilities Act Accessibility Guidelines
Draft PROWAG - Draft Public Rights-of-Way Accessibility Guidelines



TRANSITION FROM CURB RAMP TO ROADWAY

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER
PARISH: ST. JOHN THE BAPTIST
DOTD PROJECT: 25R000040.006
STATE: LOUISIANA
DESIGN: JAC | CHECK: GWB | DETAIL: DRW | CHECK: GWB | DATE: OCTOBER 2026 | SERIES
PARISH | CONTROL SECTION | STATE PROJECT
DESIGN: MAL | CHECK: BPW | DETAIL: MAL | CHECK: BPW | REVIEW | SERIES # 1 OF 5

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
10/29/26

STATE OF LOUISIANA
MELISSA LEBAS
License No. 39111
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
7/14/2022

APPROVED BY CHIEF ENGINEER: Joseph A. Cotten
DATE: 7/8/2022

PEDESTRIAN FACILITIES
GENERAL NOTES AND MISC. DETAILS
PED-01

DOTD LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
STANDARD PLAN

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

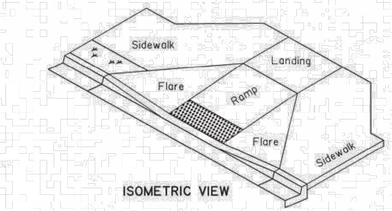
ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE
ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING, LLC
8211 W. BROADWAY AVE., STE. 200
HARVEY, LA. 70058 | 504.875.6000

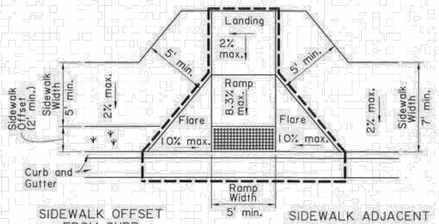
SHEET NUMBER 206

DWG PATH: S:\JOHN\25R000040.000 Engineering Services 2025-2028\25R000040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R000040.006_C_04_ASPHALT DETAILS | LAYOUT TAB: 206 | DATE of PLOT: Wednesday, October 14, 2026 @ 12:19pm

7/14/2022 12:04



ISOMETRIC VIEW

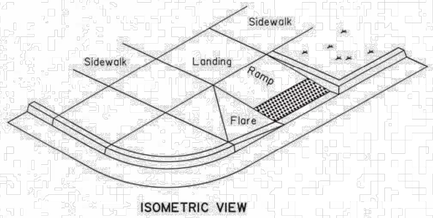


SIDEWALK OFFSET FROM CURB — SIDEWALK ADJACENT TO CURB

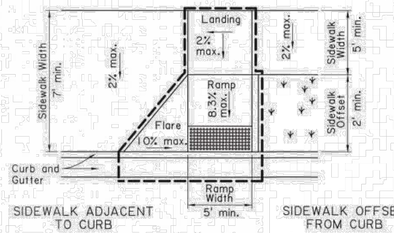
PLAN VIEW

TYPE 1

THEORETICAL PAY AREA = 12.8 SQ. YDS.



ISOMETRIC VIEW

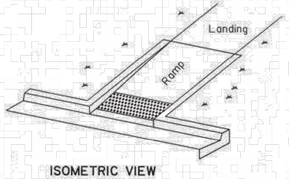


SIDEWALK ADJACENT TO CURB — SIDEWALK OFFSET FROM CURB

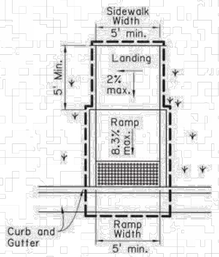
PLAN VIEW

TYPE 2

THEORETICAL PAY AREA = 10.4 SQ. YDS.



ISOMETRIC VIEW



PLAN VIEW

TYPE 3

THEORETICAL PAY AREA = 8.1 SQ. YDS.

PERPENDICULAR CURB RAMPS

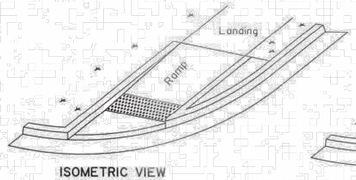
If a level landing of at least 3' cannot be provided, a perpendicular curb ramp should not be used.

LEGEND OF PATTERNS

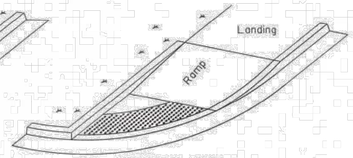
- Denotes Non-Walking Surface Not Part of Pedestrian Path
- Detectable Warning Surface
- Limits of Payment
- Slope

All slopes shown are maximum allowable. The least possible slope that will drain properly should be used.

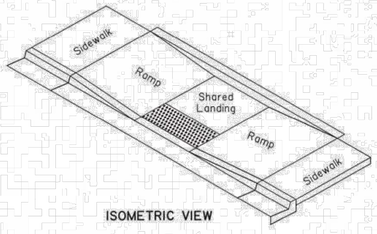
Curb ramps shall be placed and designed where ponding does not occur at the bottom or on the curb ramp.



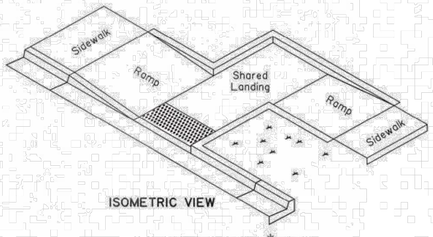
ISOMETRIC VIEW



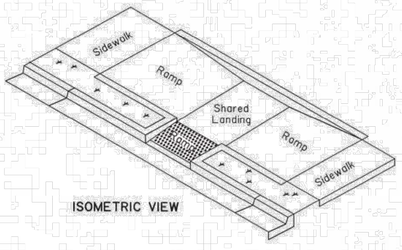
ISOMETRIC VIEW



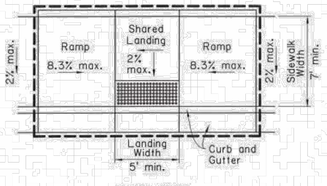
ISOMETRIC VIEW



ISOMETRIC VIEW



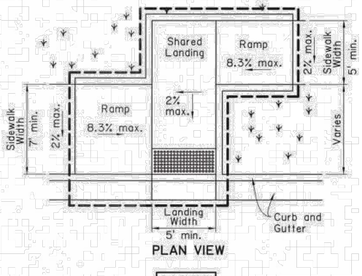
ISOMETRIC VIEW



PLAN VIEW

TYPE 4

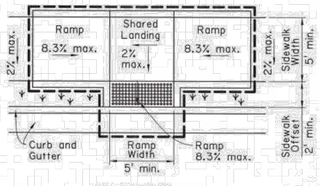
THEORETICAL PAY AREA = 17.9 SQ. YDS.



PLAN VIEW

TYPE 5

THEORETICAL PAY AREA = 19.1 SQ. YDS.



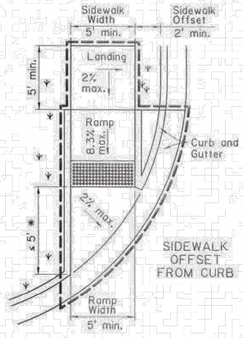
PLAN VIEW

TYPE 6

THEORETICAL PAY AREA = 13.7 SQ. YDS.

PARALLEL CURB RAMPS

COMBINATION CURB RAMP

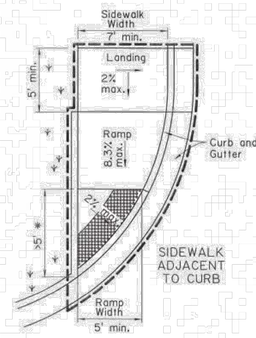


SIDEWALK OFFSET FROM CURB

PLAN VIEW

TYPE 7

THEORETICAL PAY AREA = 13.3 SQ. YDS.



SIDEWALK ADJACENT TO CURB

PLAN VIEW

TYPE 8

THEORETICAL PAY AREA = 15.5 SQ. YDS.

DIRECTIONAL CURB RAMPS

* Where the grade break is less than or equal to 5' from the back of curb, place detectable warning surface as shown in Type 7. Where grade break is greater than 5' from the back of the curb, place detectable warning surface as shown in Type 8.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER 207

PARISH: ST. JOHN THE BAPTIST
DEI PROJECT: 25R00040.006
STATE: LOUISIANA

	PARISH	CONTROL SECTION	STATE PROJECT
DESIGN MAL / CHECK BPW			
DETAIL MAL / CHECK BPW			
REVIEW	SERIES # 2 OF 5		

DESIGN JAC / CHECK GWB
DETAIL DRW / CHECK GWB
DATE OCTOBER 2026 / SERIES

STATE OF LOUISIANA — MELISSA LEBAS, Lic. No. 39111, PROFESSIONAL ENGINEER IN CIVIL ENGINEERING — 7/14/2022

STATE OF LOUISIANA — JOSEPH A. COTTEN, License No. 47445, PROFESSIONAL ENGINEER IN CIVIL ENGINEERING — 10/31/2026

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

APPROVED BY: CHIEF ENGINEER — DATE: 7/21/2022

PEDESTRIAN FACILITIES
CURB RAMPS AND DETECTABLE WARNING LOCATION
PED-01

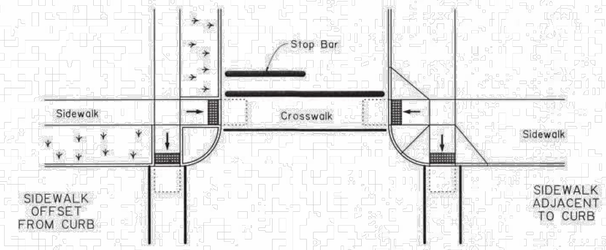
DOTD — LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
STANDARD PLAN

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE
ASPHALT DETAILS

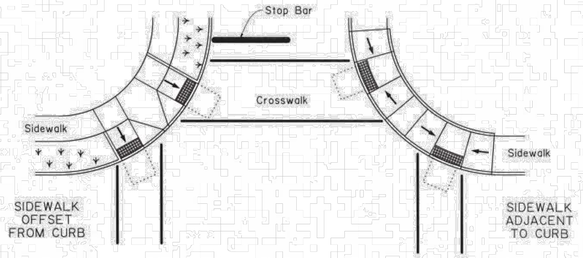
digital engineering — DIGITAL ENGINEERING SERVICES, INC. — 521 E. EDGEWOOD AVE., STE. 200, HAMMOND, LA 70401 (985) 340-0833

DWG PATH: S:\#ST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS — LAYOUT TAB: 207 — DATE of PLOT: Wednesday, October 14, 2026 @ 12:19pm

7/14/2022 12:04



DETAIL A: CURB RAMPS PLACED OUTSIDE THE RADIUS OF A CURVE



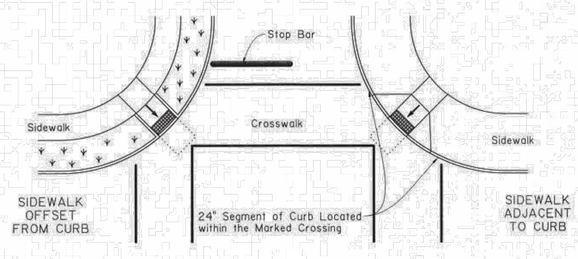
DETAIL B: PAIRED CURB RAMPS PLACED WITHIN THE RADIUS OF A CURVE

GENERAL NOTES:

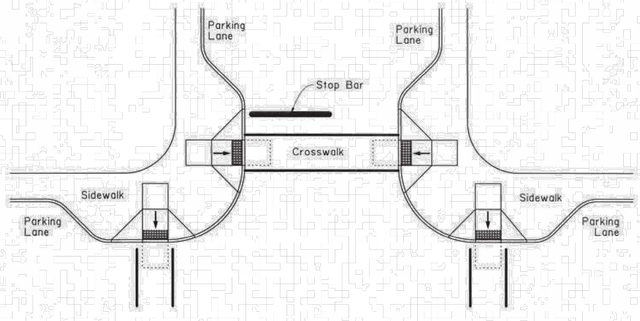
1. Curb ramps placed outside the radius of the curve are preferred. Paired curb ramps placed within the radius of a curve are acceptable. Single curb ramps placed on the apex of a curb should not be used unless site constraints, such as the location of drainage structures, require it.
2. Details and dimensions of curb ramps, sidewalks, and detectable warning surfaces are shown elsewhere.
3. Striping (crosswalks and stop bars) are shown for reference only. Refer to the pavement marking standard plans for striping details.

LEGEND

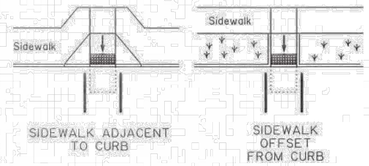
- Denotes non-walking surface not part of pedestrian path
- Detectable Warning Surface
- Maneuvering Space (4'x4' Min.)
- Ramp Surface



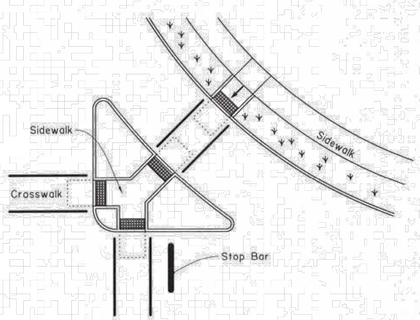
DETAIL C: SINGLE CURB RAMP PLACED ON APEX OF A CURVE (DIAGONAL CURB RAMPS)



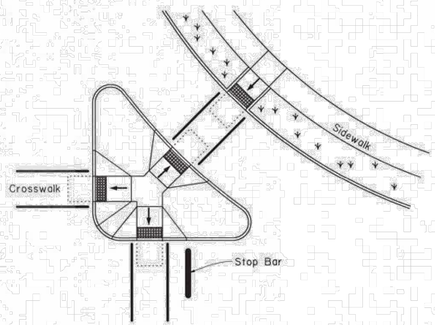
DETAIL D: CURB RAMPS PLACED ON CURB EXTENSION (BULB-OUTS)



DETAIL E: CURB RAMPS PLACED AT MID-BLOCK CROSSING

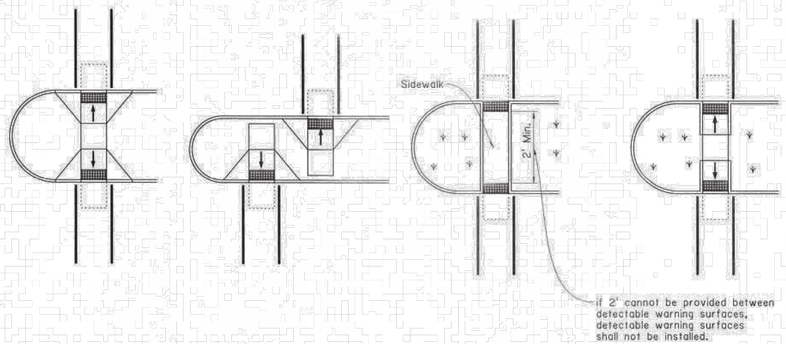


CUT-THROUGH ISLAND



RAISED ISLAND

DETAIL F: SIDEWALKS AND CURB RAMPS AT ISLANDS



DETAIL G: SIDEWALKS AND CURB RAMPS AT MEDIANS

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

APPROVED BY CHIEF ENGINEER: DATE:

PEDESTRIAN FACILITIES
TYPICAL CROSSING LAYOUTS
PED-01

DOTD LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
STANDARD PLAN

SHEET NUMBER 208

PARISH: ST. JOHN THE BAPTIST
DEI PROJECT: 25R00040.006
STATE: LOUISIANA

		PARISH	CONTROL SECTION	STATE PROJECT
DESIGN	JAC			
CHECK	GWB			
DETAIL	DRW			
CHECK	GWB			
DATE	OCTOBER 2026			
SERIES				

DESIGN CHECK	DETAIL CHECK	REVIEW	SERIES #
MAL BPW	MAL BPW		3 OF 5

STATE OF LOUISIANA
MELISSA LEBAS
License No. 32111
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
7/14/2022

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
10/14/26

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

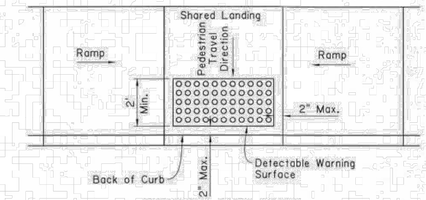
ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

ASPHALT DETAILS

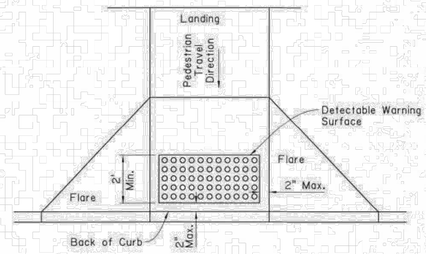
digital engineering
DIGITAL ENGINEERING, LLC
332 W. 83RD AVENUE, #101, DENVER, CO 80221
(303) 254-0000 | WWW.DIGITALENGINEERING.US

DWG PATH: S:\ST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS LAYOUT TAB: 208 DATE of PLOT: Wednesday, October 14, 2026 @ 12:19pm

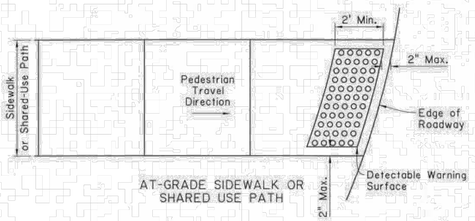
7/14/2022 12:04



PARALLEL CURB RAMP

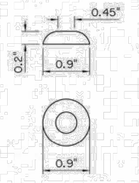


PERPENDICULAR CURB RAMP

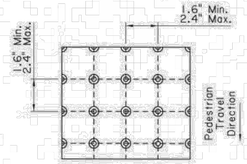


AT-GRADE SIDEWALK OR SHARED USE PATH

TYPICAL PLACEMENT OF DETECTABLE WARNING SURFACE



TRUNCATED DOME



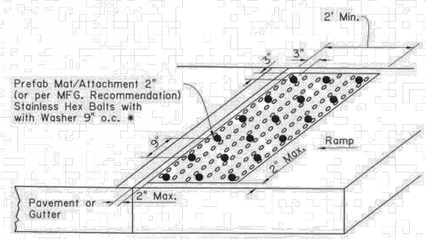
TRUNCATED DOME SPACING

Notes:

Domes shall be arranged in a square in-line pattern or radial pattern

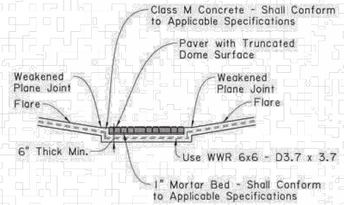
Color Fastness: Paver's composite coloring and ultra-violet stabilization must be homogeneous through the producted.

TRUNCATED DOME DETAILS

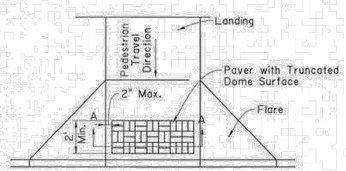


*Note: Retrofit application placed on top of existing ramp with drilled and epoxied bolts. Epoxy full surface area per manufacturer's recommendation.

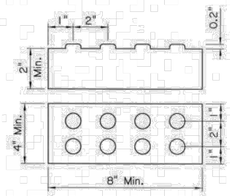
PREFABRICATED MAT OPTION (INLAID)



SECTION A-A



TRUNCATED DOME PATTERN CURB RAMP



PAVER WITH TRUNCATED DOME SURFACE

Notes: Paver units shall meet all requirements of the applicable ASTM Standards. Layout pattern shall be appropriate for size of paver used. 4"x8" pavers shall be laid out in a 2x2 basket weave pattern. 12"x12" pavers shall be laid out in a block pattern.

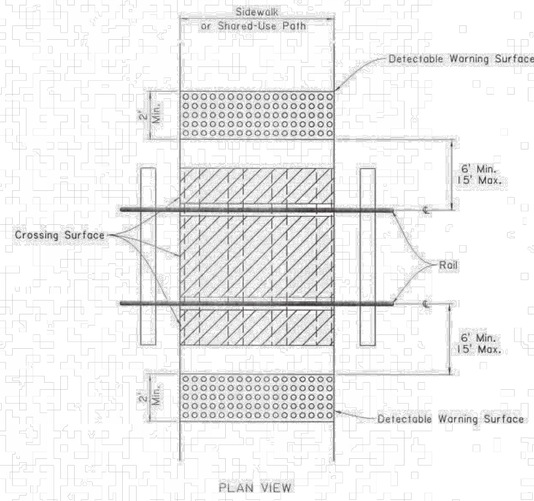
Paver units shall be saw cut only and any cut unit shall not be less than 25% of a full unit.

Installation should meet compliance with Draft PROWAG R302.7.2 (Vertical Surface Discontinuities). Vertical surface discontinuities shall be 1/2" maximum. Discontinuities between 1/4" and 1/2" shall be beveled at a 1:2 maximum slope.

DETECTABLE WARNING SURFACE PAVER OPTION

GENERAL NOTES:

1. For ADA compliance, detectable warning surfaces must be provided on all pedestrian curb ramps, medians and pedestrian refuge islands (width 6' or greater), railroad crossings and at-grade sidewalk and shared-use paths intersecting with roadways.
2. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with ADA guidelines. The surface must contast visually with adjoining surfaces, including side flares, in accordance with Section 706 of the Standard Specifications. Color for detectable warning surface shall contrast visually with adjoining surfaces, either light-on-dark or dark-on-light.
3. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
4. Truncated domes should be aligned perpendicular or radial to the grade break between the curb ramp or at-grade sidewalk and the street.
5. Detectable warning surfaces shall be a minimum of 24" in depth in direction of pedestrian travel and extend the full width of the ramp run or landing where the pedestrian access route enters the street. Some detectable warning products may require a concrete border. The concrete border should not exceed 2".
6. Detectable warning surfaces shall be placed at the back of curb or no greater than 5' from the back of curb. Detectable warning surfaces may be curved along the corner radius. Refer to sheet 2 for typical placement of detectable warning surfaces on curb ramp types.
7. Detectable warning surfaces may be stamped, constructed of brick pavers or inlaid prefabricated mats attached by epoxy adhesive and mechanical attachment. Other detectable warning installations may be installed with approval from the Project Engineer, provided that the detectable warning surface meets ADA guidelines. No painted surfaces will be allowed.
8. Any retrofit application of detectable warning surfaces must have beveled edges. The beveled edge shall not exceed a slope greater than 1:2.



PLAN VIEW

LOCATION OF DETECTABLE WARNING SURFACES AT RAILROAD CROSSINGS

Note: Rows of truncated domes should be aligned parallel with the direction of wheelchair travel.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER
PARISH
CONTROL SECTION
STATE PROJECT
DESIGN MAL
CHECK BPW
DETAIL MAL
CHECK BPW
REVIEW
SERIES # 4 OF 5

STATE OF LOUISIANA
MELISSA LEBAS
License No. 39111
PROFESSIONAL ENGINEER
CIVIL ENGINEERING
7/14/2022

APPROVED BY CHIEF ENGINEER
DATE: 7/21/2022

PEDESTRIAN FACILITIES
DETECTABLE WARNING SURFACES
PED-01

DOTD
LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
STANDARD PLAN

SHEET NUMBER 209

ST. JOHN THE BAPTIST | 25R000040.006 | LOUISIANA
PARISH | DEI PROJECT | STATE

DESIGN JAC | DETAIL DRW | DATE OCTOBER 2026
CHECK GWB | CHECK GWB | SERIES

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER IN CIVIL ENGINEERING
10/29/26

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING & SURVEYING, LLC
537 N. ESPLANADE AVE., STE. 203
KENNER, LA. 70065 | (504) 309-8331

DWG PATH: S:\#STJOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS | LAYOUT TAB: 209 | DATE of PLOT: Wednesday, October 14, 2026 @ 12:19pm

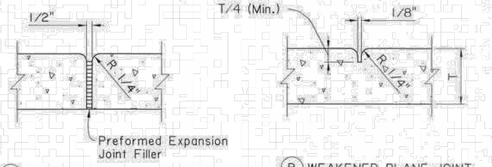
7/14/2022 12:04

GENERAL NOTES:

1. Weakened plane joints are required at all sidewalk ramps or driveways slope break lines.
2. Separate curb ramps and landing from adjacent sidewalk with preformed joint filler of 1/2".

JOINT LEGEND

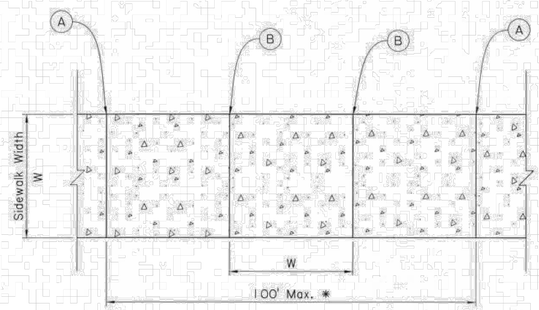
- (A) 1/2" Expansion Joints (Preformed Joint Filler)
- (B) 1/8" Weakened Plane Joint
- (C) Construction Joint
- (D) Cold Joint with Bond Breaker



(A) EXPANSION JOINT (B) WEAKENED PLANE JOINT

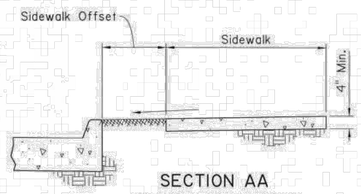
(C) CONSTRUCTION JOINT (D) COLD JOINT WITH BOND BREAKER

JOINT DETAILS

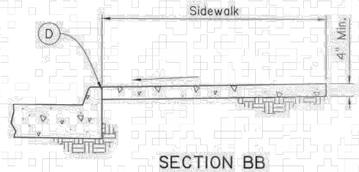


PLAN VIEW
SIDEWALK JOINT LAYOUT

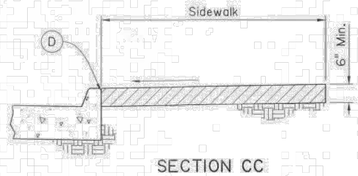
* Joint spacing to be approved by Project Engineer



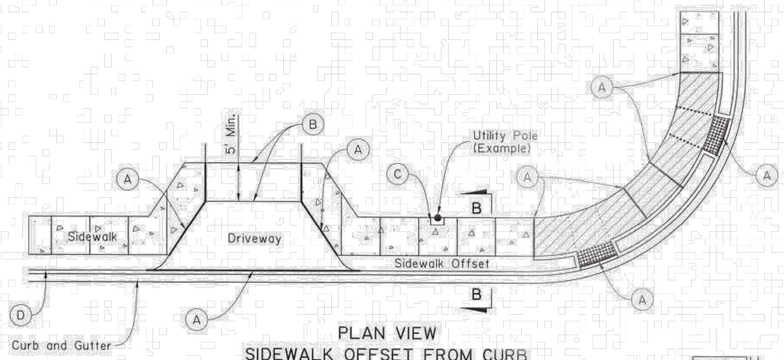
SECTION AA
OFFSET SIDEWALK



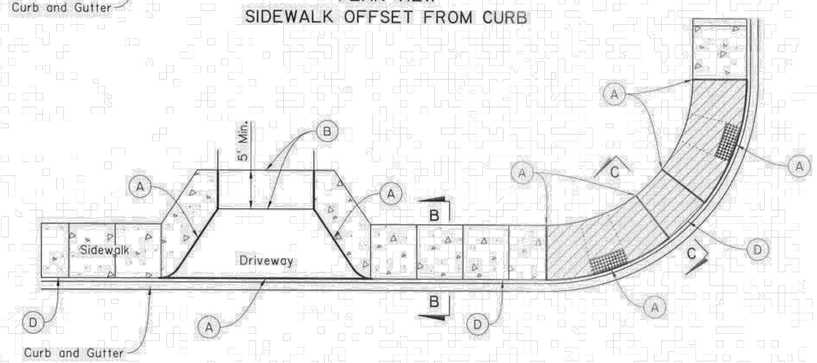
SECTION BB
SIDEWALK ADJACENT TO CURB



SECTION CC
SIDEWALK ADJACENT TO CURB (WITHIN RADIUS OF TURNOUT)



PLAN VIEW
SIDEWALK OFFSET FROM CURB



PLAN VIEW
SIDEWALK ADJACENT TO CURB

4" Thick Concrete

6" Thick Concrete

Note: Driveways and curb ramps are shown for reference only. Refer to the driveway standard plans and curb ramp sheet for details.

THESE STANDARD PLANS HAVE BEEN PROPERLY EXAMINED BY ME, THE UNDERSIGNED PROFESSIONAL ENGINEER. I HAVE DETERMINED THAT THESE PLANS COMPLY WITH ALL APPLICABLE CODES AND HAVE BEEN PROPERLY ADAPTED TO USE ON THIS PROJECT.

SHEET NUMBER

DESIGN	MAL	DETAIL	DRW	PARISH	ST. JOHN THE BAPTIST
CHECK	BPW	CHECK	GWB	DEI PROJECT	25R00040.006
				STATE	LOUISIANA

DESIGN	JAC	PARISH	
CHECK	GWB	CONTROL SECTION	
DETAIL	DRW	STATE PROJECT	
CHECK	GWB	DATE	OCTOBER 2026
		SERIES	

DESIGN MAL CHECK BPW | DETAIL MAL CHECK BPW | REVIEW | SERIES # 5 OF 5

STATE OF LOUISIANA
MELISSA LEBAS
License No. 39111
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
Melissa Lebas 7/14/2022

STATE OF LOUISIANA
JOSEPH A. COTTEN
License No. 47445
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING
10/14/26

APPROVED BY: CHIEF ENGINEER — DATE: 7/21/2022

PEDESTRIAN FACILITIES
JOINT DETAILS
PED-01

DOTD
LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT
STANDARD PLAN

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY

ST. JOHN THE BAPTIST PARISH
ASPHALT ROAD MAINTENANCE

ASPHALT DETAILS

digital engineering
DIGITAL ENGINEERING, LLC
332 W. ESPLANADE AVE., STE. 200
KENNER, LA 70065 | PH: (504) 799-8010

DWG PATH: S:\JST.JOHN\25R00040.000 Engineering Services 2025-2028\25R00040.006 Asphalt Maintenance 25-28\002 2026 Asphalt Maintenance\20 Design\CAD\
DWG NAME: 25R00040.006_C_04_ASPHALT DETAILS LAYOUT TAB: 210 DATE of PLOT: Wednesday, October 14, 2026 @ 12:19pm