

STATE OF LOUISIANA
BELLE CHASSE
BRIDGE & TUNNEL REPLACEMENT
PUBLIC-PRIVATE PARTNERSHIP PROJECT

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

FINAL EXECUTION VERSION

VOLUME 1

COMPREHENSIVE AGREEMENT



Louisiana Department of Transportation

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This Comprehensive Agreement (this “Agreement”) is made and entered into as of December 20, 2019, by and between the Louisiana Department of Transportation and Development (“LA DOTD”), acting through its Secretary, and Plenary Infrastructure Belle Chasse LLC (“Developer”).

ARTICLE 1.

RECITALS

WHEREAS, on April 27, 2018, the LA DOTD issued a Request for Qualifications (“RFQ”), requesting statements of qualifications from entities for the design, construction, finance, operation, maintenance, and other identified activities for the Project;

WHEREAS, on June 26, 2018, the LA DOTD shortlisted three proposers who were determined to be the most highly qualified pursuant to the RFQ;

WHEREAS, on October 9, 2018, the LA DOTD issued a final Request for Proposals (“RFP”) to the shortlisted proposers;

WHEREAS, following receipt and evaluation of proposals, the LA DOTD selected the Developer to enter into this Agreement; and

WHEREAS, the LA DOTD and the Developer desire to set forth the terms for the design, construction, finance, operation, maintenance, and other identified activities for the Project pursuant to a long-term concession arrangement granted to the Developer by the LA DOTD by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained herein to be performed by the parties and of the payments hereafter agreed to be made, it is mutually agreed by both parties as follows:

ARTICLE 2.

DEFINITIONS

All capitalized terms used in this Agreement, but not expressly defined in this Agreement, have the respective meanings set forth in Exhibit A attached to this Agreement.

ARTICLE 3.

BASIC ROLES AND RESPONSIBILITIES

Section 3.01 Basic Agreement

- (a) The parties agree that the Project will be designed, constructed, financed, operated, and maintained in accordance with this Agreement and other Contract Documents.
- (b) The Developer will perform the Work in accordance and compliance with (i) the Contract Documents; (ii) Law; (iii) Governmental Approvals; and (iv) Good Industry Practice.
- (c) The Developer will provide oversight, management and reporting of all phases of the Project and its Subcontractors such that the Project is delivered, operated and maintained in accordance with the Contract Documents.
- (d) The Developer may retain Subcontractors to perform certain portions of the Work, subject to the terms and conditions of the Contract Documents. Performance of any of the Work by a Subcontractor will satisfy the obligation of the Developer to perform such Work; provided that any such Work performed will be binding on the Developer and will not relieve the obligation of the Developer to supervise and manage such Subcontractor.
- (e) The LA DOTD will be entitled to exercise monitoring, oversight, inspection, and auditing activities relating to the Work in accordance with the Contract Documents.
- (f) The LA DOTD will use reasonable efforts in performing its rights and duties under this Agreement to minimize any disruption to or impairment of the Developer's rights and obligations under the Contract Documents; provided, however, that the LA DOTD's agreement to use such reasonable efforts will in no way limit the LA DOTD's exercise of its rights and obligations under the Contract Documents.

Section 3.02 Contract Documents

- (a) The term "Contract Documents" means the documents listed in Section 3.02(b). Each of the Contract Documents sets forth the terms and conditions of the parties' agreement, and the Contract Documents are intended to be complementary and to be read together as a complete agreement.
- (b) Subject to Section 3.02(c) and Section 3.02(d), in the event of any conflict, ambiguity or inconsistency among the Contract Documents, the order of precedence, from highest to lowest, will be as follows:
- (i) Change Orders and amendments to this Agreement;
 - (ii) this Agreement (including all exhibits);

- (iii) Alternative Technical Concepts;
- (iv) the Technical Provisions; and
- (v) the Proposal.

(c) If a Contract Document contains different provisions on the same subject matter than another Contract Document, the provisions that establish the higher quality, manner or method of performing the Work or use more stringent standards as determined by the LA DOTD will prevail. Further, in the event of a conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project established by reference to a described manual or publication within a Contract Document or set of Contract Documents, the standard, criterion, requirement, condition, procedure, specification or other provision offering higher quality or better performance as determined by the LA DOTD will apply, unless the LA DOTD in its sole discretion approves otherwise in writing. If the Developer becomes aware of any such conflict, the Developer will promptly notify the LA DOTD of the conflict. The LA DOTD will issue a written determination regarding which of the conflicting items is to apply promptly after the Developer notifies the LA DOTD of any such conflict.

(d) If the Proposal includes statements, offers, terms, concepts or designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains terms or designs that are more advantageous to the LA DOTD, in the LA DOTD's determination, than the requirements of the other Contract Documents, as reasonably determined by the LA DOTD, then the Developer's obligations shall include compliance with all such statements, offers, terms, concepts and designs.

(e) Any conditions or requirements identified by the LA DOTD in an Alternative Technical Concept will become part of this Agreement. If the Developer is unable to satisfy any conditions or requirements identified by the LA DOTD that are necessary to implement an Alternative Technical Concept, or if the Alternative Technical Concept otherwise proves to be infeasible, the Developer will be required to conform to the original Contract Documents without regard to the Alternative Technical Concept and without additional compensation, extension of time or other relief.

Section 3.03 Nature of Parties' Interests Pursuant to This Agreement

This Agreement does not grant to the Developer any fee title, leasehold estate, easement or other real property interest of any kind in or to the Project or the Project Right of Way. The Developer's interests pursuant to this Agreement are limited to the Permit granted by this Agreement under Section 4.01.

Section 3.04 Developer's Rights to the Project and Permit

(a) Except as otherwise provided in, and subject to the LA DOTD's rights under, the Contract Documents, the Developer will, at all times during the Term, be entitled to, and will have the right to, access and use the Project and the Project Right of Way and be entitled to hold the Permit and exercise the rights granted to the Developer under this Agreement.

(b) The LA DOTD will, at all times during the Term, defend the LA DOTD's title or real property interest to the Project and Project Right of Way against any Person claiming any interest adverse to the LA DOTD, the State or the Developer in the Project or the Project Right of Way, or any portion thereof, except where such adverse interest arises as a result of the breach of contract, negligence or other culpable act or omission of the Developer or any other Developer Party.

Section 3.05 Term

This Agreement will take effect on the Agreement Date and will remain in effect, until the first to occur of (i) the date that is 30 years after the Partial Acceptance Date, or (ii) the effective date of the termination of this Agreement pursuant to ARTICLE 19 (the "Term").

ARTICLE 4.

GRANT OF PERMIT

Section 4.01 Grant of Permit

(a) Subject to the terms and conditions of the Contract Documents, the LA DOTD grants to the Developer, and the Developer accepts, the rights and duties enumerated under L.R.S. § 48:2084.5, including the exclusive right and duty, (i) to design, construct, finance, operate and maintain the Project and (ii) to establish, impose, charge, collect, use and enforce payment of tolls and related charges for the Project ("Permit").

(b) The LA DOTD's grant of the Permit, and the Developer's obligations with respect to the Permit, are conditional upon Financial Close having occurred in accordance with Section 7.03.

(c) In consideration of the Permit granted to the Developer by the LA DOTD, the Developer will perform the Work in accordance with the terms of the Contract Documents at its own expense, except as otherwise provided herein.

ARTICLE 5.

TOLLING

Section 5.01 Tolling of the New Bridge

(a) Toll Revenues.

(i) From and after the Partial Acceptance Date and continuing during the Term, the Developer will have the exclusive right to establish, impose, charge, collect, use and enforce the collection and payment of the Toll Revenues, in accordance with the terms of the Contract Documents. Beginning on the Partial Acceptance Date and through the end of the Term, the Developer will have the exclusive right, title, entitlement and interest in and to the Toll Revenues, except with respect to the Windfall Proceeds Payments (if any).

(ii) The Developer acknowledges and agrees that it will not be entitled to receive from the LA DOTD any compensation, return on investment or other profit for performing the Work contemplated by the Contract Documents, other than the Public Funds Amount and other payments to the extent and in the manner specified in this Agreement.

(b) Users of the New Bridge. Only Permitted Vehicles may be allowed to use the New Bridge, subject to the payment of tolls in accordance with Section 5.02.

(c) Incidental Charges. The foregoing authorization to establish, impose, charge, collect, use and enforce the collection and payment of tolls includes the right, and subject to the requirement to be interoperable as set forth in Section 5.01(d), to impose, charge, collect, use and enforce, with respect to electronic tolling accounts managed by or on behalf of the Developer, the following Incidental Charges, *provided*, that the amount of any such Incidental Charges will not exceed the amount reasonably necessary for the Developer to recover its Allocable Costs directly incurred with respect to the items, services and work for which they are levied:

(i) reasonable administrative fees for account maintenance, account statements and customer service;

(ii) reasonable amounts for the purchase or rental of Transponders or other electronic tolling devices;

(iii) reasonable, refundable security deposits for the distribution of Transponders or other electronic toll devices;

(iv) fees, penalties and interest for toll violations, including costs of collection in accordance with this Agreement and Law; and

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(v) other reasonable charges and fees as allowed by L.R.S. § 48:2084 *et seq.*

The Developer will not be permitted to charge Incidental Charges to Exempt Users, except for the Incidental Charges set forth in Section 5.01(c)(ii).

(d) Interoperability. From and after the Partial Acceptance Date through the end of the Term, the Developer will operate and maintain a toll collection system with respect to the New Bridge which will be interoperable with other toll facilities in the State in accordance with the Contract Documents. If the LA DOTD intends to change any State interoperability or compatibility standards, requirements or protocols for toll collection systems, the LA DOTD will coordinate with the Developer prior to the implementation of such change and such change will be considered an LA DOTD Change.

(e) Toll Collection Administration. The Developer will be responsible for all toll transaction account management services for the New Bridge in accordance with the Contract Documents.

(f) Toll Enforcement and Violations Processing.

(i) The Developer will be responsible for toll enforcement and violations processing for the New Bridge in accordance with the Contract Documents.

(ii) The Developer will be responsible for developing and implementing Toll Enforcement Rules in accordance with L.R.S. § 48:2084.5.D. The Toll Enforcement Rules will address the following:

(A) The process for notifying toll violators;

(B) A description and the amount of fees, penalties or other charges for toll violations;

(C) The process for paying or challenging the assessment of tolls, fees, penalties or other charges for toll violations;

(D) A description of the means of enforcing and collecting tolls, fees, penalties or other charges for toll violations; and

(E) Other matters as may be required by LA DOTD.

(iii) No later than 180 days prior to the scheduled date of Partial Acceptance, the Developer will submit for LA DOTD's review and consent proposed Toll Enforcement Rules.

(iv) Within 60 days after receipt of the proposed Toll Enforcement Rules, LA DOTD will either: (A) consent to the Toll Enforcement Rules or (B)

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withhold its consent of the Toll Enforcement Rules, describing the bases for not consenting. If LA DOTD withholds its consent of the Toll Enforcement Rules, the Developer will be required to re-submit the Toll Enforcement Rules within 30 days to satisfactorily address LA DOTD's bases for not consenting and the process set forth in this Section 5.01(f)(iv) will apply until LA DOTD's consents to the Toll Enforcement Rules.

(v) Throughout the Term, the Developer may propose updates to the Toll Enforcement Rules for LA DOTD's consent. The review of such proposed updates will follow the process set forth in Section 5.01(f)(iv).

(vi) LA DOTD will not withhold its consent under this Section 5.01(f) if the Toll Enforcement Rules comply with the requirements of the Contract Documents and Law.

(vii) Notwithstanding anything to the contrary in the Contract Documents, the Developer understands and agrees that the risk of enforcement and collection of tolls, fees, penalties and related charges remains with the Developer, and that the LA DOTD does not, and will not be deemed to, guarantee collection or collectability of such tolls, fees, penalties and related charges to the Developer or any other Person.

(g) License Plate Look-up Fees. For vehicles that are not registered in the State, the Developer will be responsible for all fees assessed or services performed by the applicable Governmental Authority for license plate identification pursuant to the Developer's toll enforcement and violation processing services. The Developer will not be charged for such fees and services by the Louisiana Office of Motor Vehicles with respect to vehicles that are registered in the State.

(h) No Continuing LA DOTD Obligations. Nothing in this Agreement will obligate or be construed as obligating the LA DOTD to continue or cease collecting tolls after the end of the Term.

Section 5.02 Toll Rates

(a) Toll Rate Schedule. The toll rates charged for travel on the New Bridge will be set in accordance with the Toll Rate Schedule, including any planned adjustments to such toll rates. The toll rates will be the same for persons using the New Bridge under like conditions, and for this purpose "like conditions" may take into consideration:

- (i) type, weight and occupancy of the vehicle;
- (ii) number of axles;
- (iii) time of day and/or week;
- (iv) toll transaction type; and

(v) similar variables or combinations of such variables.

(b) Toll Discounts. The Developer will offer user discounts, if applicable, as set forth in the Toll Rate Schedule. In addition, the Developer may adopt and implement discount programs for different classes or groups of persons using the New Bridge under like conditions; provided that such programs do not violate Law.

(c) Notice of Toll Rate Adjustments. The Developer will provide to the general public at least 90 days prior notice of any planned toll rate adjustment described in the Toll Rate Schedule through website notice, notices published in newspapers of general circulation in the areas where the Project is located, and through other reasonable means. No such toll adjustments will take effect and no such toll adjustments will be authorized, unless the Developer has complied with this Section 5.02(c).

(d) Exemptions from Tolls. Exempt Users with Permitted Vehicles equipped with a Transponder will be entitled to free and unhampered passage over the New Bridge in accordance with Law and will not be subject to tolls under this Agreement.

Section 5.03 User Confidentiality

The Developer will comply with all Laws related to confidentiality and privacy of users of the New Bridge.

Section 5.04 Suspension of Tolls

(a) The LA DOTD will have the right, at any time and in its sole discretion, to order suspension of tolling on any or all portions of the New Bridge. The Developer will comply with such order, including the time designated for suspending tolling and other measures to be undertaken by the Developer.

(b) If the LA DOTD orders suspension of tolling under this Section 5.04, such suspension will be considered a Compensation Event and the Developer will be entitled to compensation for the Net Revenue Impact and Net Cost Impact for complying with such order, unless such order was caused by the breach of contract, negligence or other culpable act or omission of the Developer or any other Developer Party.

(c) Each party will provide reasonable assistance to the other party in seeking any available reimbursement from Federal sources for lost Toll Revenues and related costs and expenses incurred as a result of a suspension pursuant to this Section 5.04 and for pursuing insurance coverage related thereto. If either the Developer or the LA DOTD receives reimbursement from Federal sources for lost Toll Revenues as a result of actions taken in the preceding sentence, the proceeds of such reimbursement will be applied in the following order of priority: first to repair any uninsured physical damage to the New Bridge directly caused by the suspension of tolling; second, pro rata, to pay the Allocable Costs of the LA DOTD and the Developer in obtaining reimbursement from Federal sources pursuant to this Section 5.04(c); and third, to the LA DOTD as reimbursement for the Net Revenue Impact and Net Cost Impact

that were paid to the Developer. Nothing in this Section 5.04(c) shall preclude or delay the Developer from its remedies under ARTICLE 13.

Section 5.05 Disposition of Gross Revenues

(a) The Developer will not use Gross Revenues to make any Distributions or to pay any amount payable pursuant to an Affiliate Contract subject to approval by the LA DOTD, but not approved by the LA DOTD, pursuant to Section 23.01(c), unless and until the Developer first pays the following:

(i) any undisputed amounts due to the LADOTD pursuant to the terms of this Agreement;

(ii) all current and delinquent Operating Costs (including any payments to Affiliates made solely in accordance with the applicable Affiliate Contracts entered into in accordance with Section 23.01(c));

(iii) all current and delinquent debt service and other current and delinquent amounts due under any Developer Debt (including reserves required by such Lenders for Developer Debt);

(iv) all Windfall Proceeds Payments and the LA DOTD's share of any Refinancing Gain that are currently due and payable or delinquent into the Proceeds Escrow Account.

(v) all Taxes affecting the Project that are currently due and payable or delinquent;

(vi) all current and delinquent deposits to any reserve account for Rehabilitation Work;

(vii) all current and delinquent costs and expenses for Rehabilitation Work; and

(viii) all current and delinquent deposits to any other reserve contemplated by this Agreement.

(b) In the event there are any disputed amounts due to the LA DOTD pursuant to the terms of this Agreement, the Developer will maintain an additional cash reserve for such disputed amounts as a condition precedent to making any Distribution or payment to an Affiliate (other than any payment to an Affiliate pursuant to an Affiliate Contract that has been approved or is otherwise permitted under this Agreement). If the Developer makes any Distribution or payment to an Affiliate in violation of Section 5.05(a), the same will be deemed to be held in trust by such Person for the benefit of the LA DOTD and the Collateral Agent (if applicable), and will be payable to the LA DOTD or the Collateral Agent (as and if applicable) on demand to be held and maintained (and distributed) in accordance with the terms of this Agreement or any Project Financing Agreement, as applicable. If the LA DOTD collects any

such amounts held in trust, it will make them available for any of the purposes set forth above and, at the request of the Collateral Agent (if applicable), deliver them to the Collateral Agent to be held and maintained (and distributed) in accordance with the terms of this Agreement or any Project Financing Agreement, as applicable.

(c) The Developer will have no right to use Gross Revenues to pay any debt, obligation or liability unrelated to this Agreement, the Project, or the Developer's services pursuant to this Agreement; provided that this Section 5.05(c) does not apply to or otherwise affect the Developer's right to make Distributions in accordance with this Agreement or any Project Financing Agreement, as applicable.

(d) If the Developer enters into a Project Financing Agreement with the Collateral Agent that provides for the collection and distribution of Gross Revenues, the Developer agrees to provide to the LA DOTD, within five Business Days after the Developer's actual receipt of the same, a copy of: (i) any written notice of resignation or removal of the Collateral Agent; (ii) any written notice of the appointment of a successor Collateral Agent; (iii) any written notice of any merger of the Collateral Agent; (iv) any written notice of any transfer by the Collateral Agent of its rights under the Project Financing Agreements to an affiliate; and (v) any written notice of any change in any Depository.

Section 5.06 Toll Revenue Risk

Except as expressly provided otherwise in Section 5.04, the Developer understands and agrees that all toll revenue risk, including all revenue risk associated with leakage, collectability and enforcement, remains with the Developer, and the LA DOTD will have no financial responsibility whatsoever for such toll revenue risk.

Section 5.07 CPI Buy-Down Payment

(a) Subject to Section 5.07(b) below, the LA DOTD shall pay the Annual CPI Buy-Down Payment Amount to the Developer on (i) the Partial Acceptance Date and (ii) each one year anniversary of the Partial Acceptance Date during the Term excluding the 30th anniversary of the Partial Acceptance Date, (each of Section 5.07(a)(i) and Section 5.07(a)(ii) an "Annual CPI Buy-Down Payment Date").

(b) No earlier than 20 Business Days prior to each Annual CPI Buy-Down Payment Date, the Developer shall submit an invoice to the LA DOTD calculating the relevant Annual CPI Buy-Down Payment Amount, and the LA DOTD shall pay the Annual CPI Buy-Down Payment Amount to the Developer within 30 Business Days after receipt of such invoice from Developer.

(c) Without prejudice to the payment obligation under Section 5.07(a), the LA DOTD may pay the Annual CPI Buy-Down Payment Amount to the Developer in whole or in part from amounts on deposit in the CPI Buy-Down Escrow Account by way of transfer therefrom to the Developer as contemplated in Section 7.02(e).

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(d) If at any time the then payable Annual CPI Buy-Down Payment Amount has not been paid in full to the Developer as required pursuant to Section 5.07(b), then notwithstanding any other provision of this Agreement and without derogating from the Developer's right to terminate this Agreement on the basis of any LA DOTD Default (including for certainty any LA DOTD Default resulting from such failure to pay, subject to Section 5.07(d)(i) and Section 5.07(d)(ii) below), the Developer may, by notice to the LA DOTD, either:

(i) set off the amount of the Annual CPI Buy-Down Payment Amount from any Windfall Proceeds Payment then payable by the Developer, such that the amount of the Windfall Proceeds Payment to be made by the Developer is reduced by the Annual CPI Buy-Down Payment Amount, and if the Developer elects to exercise its right under this Section 5.07(d)(i) and as a result the remaining Annual CPI Buy-Down Payment Amount is equal to zero, the LA DOTD Default resulting from LA DOTD's failure to pay under Section 5.07(b) shall be deemed to have been cured; or

(ii) set off the amount of the Annual CPI Buy-Down Payment Amount from any Refinancing Gains then payable by the Developer to the LA DOTD, such that the amount of the Refinancing Gain payment to be made by the Developer to the LA DOTD is reduced by the Annual CPI Buy-Down Payment Amount, and if Developer elects to exercise its right under this Section 5.07(d)(ii) and as a result the remaining Annual CPI Buy-Down Payment Amount is equal to zero, the LA DOTD Default resulting from LA DOTD's failure to pay under Section 5.07(b) shall be deemed to have been cured.

In the event the amount of any Windfall Proceeds Payment or Refinancing Gains then payable by the Developer to LA DOTD are insufficient to set off the Annual CPI Buy-Down Payment Amount in full (the amount of any deficiency referred to as the "Remaining CPI Buy-Down Payment"), the LA DOTD shall pay to the Developer an amount equal to the Remaining CPI Buy-Down Payment from available eligible funding, including funding from the Transportation Trust Fund.

(e) The Developer shall exercise its setoff rights pursuant to Section 5.07(d)(i) and Section 5.07(d)(ii) above prior to exercising Developer's right to terminate this Agreement on the basis of an LA DOTD Default resulting from a failure to make a payment to Developer pursuant to Section 5.07(b).

ARTICLE 6.

BASE CASE FINANCIAL MODEL

Section 6.01 Initial Base Case Financial Model and Base Case Financial Model

(a) The Initial Base Case Financial Model will be updated upon Financial Close in accordance with Section 7.03 and will become the Base Case Financial Model. The

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Base Case Financial Model may be updated, following agreement between the parties, for any event applicable under Section 6.02(b).

(b) The Developer will not cause (or permit any other Person to cause) the Initial Base Case Financial Model or the Base Case Financial Model to contain any hidden data. The Developer will furnish to the LA DOTD any password or other access rights for each of the Initial Base Case Financial Model or the Base Case Financial Model.

Section 6.02 Base Case Financial Model Updates

(a) Other than in accordance with the terms of this Section 6.02, in no event will the Base Case Financial Model or any Base Case Financial Model Update be changed.

(b) Upon the occurrence of the following events, the Developer will provide to the LA DOTD a proposed update to the Base Case Financial Model which will (except as otherwise agreed by the parties) include new projections and calculations, which will set forth the impact of the event:

- (i) upon submission of a notice of a Refinancing under Section 7.05(a);
- (ii) within 60 Days after the delivery of a Delay Event Notice that extends the Partial Acceptance Deadline;
- (iii) within 60 Days after the delivery of a Compensation Event Notice;
- (iv) within 60 Days after the delivery of a notice of a Net Cost Savings or positive Net Revenue Impact under Section 13.03;
- (v) within 60 Days after the Developer notifies the LA DOTD that it proposes to undertake a Developer Project Enhancement; and
- (vi) within 60 Days after the parties agree that any amendments to this Agreement have had or will have a material effect on future costs or Gross Revenues.

(c) Any proposed update to the Base Case Financial Model will become the Base Case Financial Model Update following review and comment by the LA DOTD.

(d) Within 150 days following the end of each fiscal year, the most recent undisputed Base Case Financial Model Update (or, if there has been no undisputed Base Case Financial Model Update, the Base Case Financial Model) will be updated to reflect audited historical cash flows for the most recently audited fiscal year; provided, however, such Base Case Financial Model Update will not: (i) include changes in Financial Model Formulas, (ii) include changes in forecast cash flows or (iii) allow such historical information to flow through the Financial Model Formulas.

Section 6.03 Financial Model Disputes

(a) The LA DOTD will have the right to dispute any proposed Base Case Financial Model or Base Case Financial Model Update. Within 21 days after receipt, the LA DOTD will accept or dispute a proposed Base Case Financial Model or Base Case Financial Model Update (as applicable) and, if it disputes a proposed Base Case Financial Model or Base Case Financial Model Update (as applicable), specifying its reasons for such dispute in sufficient detail to enable the Developer to correct the errors or deficiencies. To the extent that the Developer and the LA DOTD cannot agree on the changes within 90 days of the Developer delivering the proposed Base Case Financial Model or Base Case Financial Model Update (as applicable) to the LA DOTD, the Dispute will be resolved in accordance with the dispute resolution procedures described in ARTICLE 20.

(b) In the event of a Dispute, the Initial Base Case Financial Model, the immediately preceding Base Case Financial Model Update (as applicable) that is not being disputed (or, if there has been no undisputed Base Case Financial Model Update, the Base Case Financial Model) will remain in effect until such Dispute is resolved or a new Base Case Financial Model Update is issued and not disputed. If a proposed Base Case Financial Model or Base Case Financial Model Update (as applicable) has not been disputed, or if any such Dispute has been so resolved, the proposed Base Case Financial Model or Base Case Financial Model Update (as applicable) will serve as the Base Case Financial Model or the current Base Case Financial Model Update (as applicable).

Section 6.04 Audit of Financial Model

(a) Within 30 days after any change to the Financial Model Formulas as a result of a proposed Base Case Financial Model Update pursuant to Section 6.02(b)(ii) through Section 6.02(b)(vi), the Developer will deliver to the LA DOTD an audit report and opinion of the Financial Model Auditor to the effect that the Financial Model Formulas reflect the terms of this Agreement and are suitable for use herein in connection with Compensation Events, Delay Events, and early termination procedures, and covering such other matters as may be reasonably requested by the LA DOTD, all in form and substance acceptable to the LA DOTD. With respect to any change to Financial Model Formulas as a result of a proposed Base Case Financial Model Update due to a proposed Refinancing, such audit report and opinion will be delivered to the LA DOTD no later than seven Days prior to the proposed date of a Refinancing.

(b) Copies of the audit reports and opinions delivered by the Financial Model Auditor will be addressed to the LA DOTD, and the LA DOTD will be expressly identified therein as an entity entitled to rely upon such audit.

(c) The Developer will pay the fees and expenses of the Financial Model Auditor.

Section 6.05 Base Case Financial Model Calculation of Changes in Benchmark Rates

(a) Following the end of the Market Interest Rate Adjustment Period, the Developer and the LA DOTD will adjust the Initial Base Case Financial Model to reflect only those changes to the Benchmark Rates permitted under this Section 6.05 with respect to Developer's financing plan included in the Financial Proposal and any revisions approved by the parties. In accordance with this Section 6.05, the Initial Base Case Financial Model will be updated to calculate: (i) the change, positive or negative, in the financial adjustments resulting from changes permitted under this Section 6.05 and (ii) the amount of the Public Funds Amount to reflect the LA DOTD's risk or benefit in movements in Benchmark Interest Rates pursuant to Section 7.08.

(b) For the avoidance of doubt, the Initial Base Case Financial Model will not be adjusted for the terms and conditions included in the Initial Project Financing Agreements (except as provided in Section 7.08) and may not include any potential errors identified as part of the updated financial model audit opinion provided pursuant to Section 6.03 and Section 6.04.

ARTICLE 7.

PROJECT FINANCING; FINANCIAL CLOSE; REFINANCING; PUBLIC FUNDS

Section 7.01 Developer Responsibility for Project Financing; No LA DOTD Liability for Developer Debt

(a) The Developer is solely responsible for obtaining and repaying each and every financing, at its own cost and risk and without recourse to any State Party necessary to develop, design, construct, maintain and operate the Project and any Developer Project Enhancement.

(b) Each bond or promissory note evidencing Developer Debt must include a conspicuous recital on its face to the effect that payment of the principal thereof and interest thereon: (i) does not constitute a claim against the LA DOTD's fee simple title to or other good and valid real property interest in the Project, the Project Right of Way, the LA DOTD's interest under this Agreement or its interest and estate in and to the Project or any part thereof; (ii) is not an obligation of any State Party, moral or otherwise, and (iii) neither the full faith and credit nor the taxing power of any State Party is pledged to the payment of the principal thereof and interest thereon.

(c) No State Party will have any liability whatsoever for payment of the principal sum of any Developer Debt, any other obligations issued or incurred by the Developer in connection with this Agreement or the Project, or any interest accrued thereon or any other sum secured by or accruing under any Financing Assignment. The LA DOTD's review of any Financing Assignments or other project financing documents is not:

(i) a guarantee or endorsement of the Developer Debt, any other obligations issued or incurred by the Developer in connection with this Agreement, the Project, the Base Case Financial Model or any Traffic and Revenue Study; nor

(ii) a representation, warranty or other assurance as to (A) the ability of the Developer to perform its obligations with respect to the Developer Debt or any other obligations issued or incurred by the Developer in connection with this Agreement or the Project or (B) the adequacy of the Gross Revenues to provide for payment of the Developer Debt or any other obligations issued or incurred by the Developer in connection with this Agreement or the Project.

(d) The Developer will make or cause to be made Equity Contributions in an amount equal to the Equity Contribution Amount, as required under this Agreement and the Project Financing Agreements.

Section 7.02 Windfall Proceeds Payments

(a) The Developer will be responsible for paying the Windfall Proceeds Payments in accordance with the terms set forth in Exhibit C.

(b) The Developer will deposit the Windfall Proceeds Payments into an escrow account (“Proceeds Escrow Account”) established pursuant to the Escrow Agreement set forth in Exhibit D.

(c) The LA DOTD may, at the LA DOTD’s sole discretion, use the Windfall Proceeds Payments for the following purposes:

(i) reduce toll rates on the New Bridge;

(ii) pay amounts owed to the Developer for exercising the LA DOTD’s Early Handback Option pursuant to this Agreement; or

(iii) pay any Annual CPI Buy-Down Payment Amount to the Developer.

(d) The LA DOTD may, from time to time and in its sole discretion, deposit, or cause to be deposited, funds into an escrow account (the “CPI Buy-Down Escrow Account”) established pursuant to the Escrow Agreement set forth in Exhibit D.

(e) The LA DOTD shall direct the Escrow Agent to transfer amounts available in the CPI Buy-Down Escrow Account to the Developer, in payment (in whole or in part) of the Annual CPI Buy-Down Payment Amount payable at such time, on or before the date set out in Section 5.07(b) for the payment of such amount.

(f) If at any time that an Annual CPI Buy-Down Payment Amount is invoiced by the Developer and is payable hereunder, there are insufficient funds in the CPI Buy-

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Down Escrow Account to pay such amount in full (the amount by which the Annual CPI Buy-Down Amount exceeds the portion of the Annual CPI Buy-Down Payment Amount that has been funded from amounts on deposit in the CPI Buy-Down Escrow Account pursuant to Section 7.02(e) referred to herein as the “Escrow Account Funding Deficiency Amount”), the LA DOTD shall pay to the Developer the Escrow Account Funding Deficiency Amount on or before the date set out in Section 5.07(b) for the payment of such amount.

(g) At the end of the Term, if funds in the CPI Buy-Down Escrow Account exceed the Annual CPI Buy-Down Payment Amount due and owing to the Developer, those excess funds shall remain the property of the LA DOTD, to be used for any eligible purpose at the LA DOTD’s sole discretion.

(h) For certainty, the parties acknowledge that (i) neither the LA DOTD nor the Developer has any obligation to fund the CPI Buy-Down Escrow Account, and (ii) the payment obligation of the LA DOTD under Section 5.07 shall be independent of, and shall not be affected, by the amount on deposit in the CPI Buy-Down Escrow Account at any time or any Escrow Account Funding Deficiency Amount.

Section 7.03 Financial Close

(a) Conditions for Financial Close. Except to the extent permitted in writing by the LA DOTD or the Developer (as applicable), Financial Close will only be achieved once all of the following conditions precedent are satisfied:

(i) the Developer has provided the LA DOTD: (A) a list of and proposed initial draft of the Initial Project Financing Agreements and Financing Assignments set forth in Exhibit E and (B) a proposed initial draft of the Base Case Financial Model reflecting any changes in financing from the Initial Base Case Financial Model, contemporaneously with the distribution of such drafts to the Lenders and other parties to Financial Close for the LA DOTD’s review and comment, and has included the LA DOTD on all subsequent distributions of such drafts to the Lenders and other parties to Financial Close up and until the Developer has furnished the proposed final drafts pursuant to Section 7.03(a)(ii);

(ii) the Developer has provided or caused to be provided to the LA DOTD: (A) proposed drafts, in substantially final form, of the Initial Project Financing Agreements and Financing Assignments and (B) a proposed draft, in substantially final form, of the Base Case Financial Model reflecting any changes in financing from the Initial Base Case Financial Model, contemporaneously with the distribution of such substantially final drafts to the Lenders and other parties to Financial Close at least 10 Days prior to the scheduled Financial Close Date for the LA DOTD’s review and comment, and has included the LA DOTD on all subsequent distributions of such final drafts to the Lenders and other parties to Financial Close up and until Financial Close;

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(iii) the Developer has provided the LA DOTD the Base Case Financial Model and an update of the audit report and opinion delivered pursuant to Section 22.02(1) for such Base Case Financial Model;

(iv) the Developer has provided the LA DOTD true and complete copies of the executed Initial Project Financing Agreements and Financing Assignments;

(v) the Developer has provided the LA DOTD true and complete executed copies of the Equity Funding Agreements in an amount at least equal to the Equity Contribution Amount and reflecting the commitment of each Equity Member to provide the equity funds reflected in the Base Case Financial Model which are required for meeting its obligations related to the Project;

(vi) the Developer has delivered to the LA DOTD certificates, as may be reasonably requested by the LA DOTD, certifying as to the Developer's compliance with the terms and conditions of this Agreement, the satisfaction of the conditions precedent to Financial Close set forth in Section 7.03(a)(i) through Section 7.03(a)(v), and the validity of the Developer's representations and warranties set forth in Section 22.02;

(vii) if applicable, the LA DOTD has received for the LA DOTD's execution the Direct Agreement, substantially in the form attached as Exhibit F, executed by the Developer and the Collateral Agent; and

(viii) the Developer has provided written notice to the LA DOTD that the Developer has satisfied all conditions of Section 7.03(a)(i) through Section 7.03(a)(viii);

(ix) the LA DOTD has provided the Developer with a certificate as to the validity of LA DOTD's representations and warranties set forth in Section 22.01 as of the Financial Close Date;

(x) subject to the Developer's delivery to the LA DOTD of the Direct Agreement substantially in the form attached as Exhibit F, executed by the Developer and the Collateral Agent, the LA DOTD shall have provided Developer with counterparts of the Direct Agreement executed by the LA DOTD;

(xi) the LA DOTD shall have provided to the Developer each other customary document, certificate, opinion or undertaking (or, as applicable, a copy of the same certified by LA DOTD as true, complete and accurate) that the Developer may reasonably request from LA DOTD as necessary to comply with (A) disclosure requirements under Law and/or (B) customary underwriter requirements, in each case in connection with a capital markets issuance; and

(xii) the LA DOTD shall have provided the Developer and the Lenders with a legal opinion in substantially the form of Exhibit M to this Agreement.

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If the Developer and the LA DOTD have satisfied all conditions precedent (or the LA DOTD or the Developer, as applicable, has waived any such conditions) identified in this Section 7.03(a), the LA DOTD will issue a certificate on the Financial Close Date confirming that all conditions precedent have been satisfied.

(b) Closing Transcript. The Developer agrees to provide the LA DOTD a complete transcript of all documents executed and delivered in connection with the execution of this Agreement and the Financial Close promptly following the Financial Close Date.

Section 7.04 Project Financing Agreements; LA DOTD's Rights and Protections

(a) From time to time during the Term, the Developer has the right, at its sole cost and expense, to pledge, hypothecate or assign the Gross Revenues and the Developer's Interest as security for any Developer Debt, such debt to be issued on such terms and conditions as may be acceptable to any Lender and the Developer, subject to the following terms and conditions (such pledge, hypothecation, assignment, or other security instrument, including the Initial Project Financing Agreements, being referred to in this Agreement as a "Financing Assignment"):

(i) no Person other than an Institutional Lender (other than with respect to indemnification and similar provisions provided for the benefit of the Collateral Agent and the agents, officers, representatives and/or employees of an Institutional Lender or the Collateral Agent) is entitled to the benefits and protections afforded by a Financing Assignment, except that Lenders of Developer Debt may be Persons other than Institutional Lenders so long as any Financing Assignment securing such Developer Debt made by such Person is held by an Institutional Lender acting as Collateral Agent, and debt securities may be issued, acquired and held by parties other than Institutional Lenders so long as an Institutional Lender acts as indenture trustee for the debt securities;

(ii) no Financing Assignment will encumber less than the entire Developer's Interest; provided, that the foregoing does not preclude subordinate Financing Assignments;

(iii) the Developer is strictly prohibited from pledging or encumbering the Developer's Interest, or any portion thereof, to secure any indebtedness, and no Financing Assignment will secure any indebtedness, (A) that is issued by any Person other than the Developer, any special purpose company that directly or indirectly owns the Developer and has no assets except as are directly related to the Project, or any special purpose subsidiary wholly owned by such company or the Developer or (B) the proceeds of which are used in whole or in part for any purpose other than the Project Purposes or any other purpose permitted in Section 7.04(a)(xi);

(iv) no Financing Assignment or other instrument purporting to mortgage, pledge, encumber, or create a Lien on or against the Developer's Interest will extend to or affect the LA DOTD's fee simple title to or other

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property interest and estate in and to the Project, the Project Right of Way or any interest of the LA DOTD hereunder or any part thereof;

(v) any number of permitted Financing Assignments may be outstanding at any one time, and any Financing Assignment permitted hereunder may secure two or more separate loans from two or more separate Lenders; provided, that each such loan and the Financing Assignment securing the same complies with the provisions of this ARTICLE 7;

(vi) except as expressly set forth in the Direct Agreement, the LA DOTD will not have any obligation to any Lender or Collateral Agent under this Agreement or any other document;

(vii) each Financing Assignment will require that if the Developer is in default under the Developer Debt secured by the Financing Assignment or under the Financing Assignment and the Lender or Collateral Agent gives notice of such default to the Developer, then the Collateral Agent will also give concurrent notice of such default to the LA DOTD. Each Financing Assignment also will require that the Collateral Agent deliver to the LA DOTD, concurrently with delivery to the Developer or any other Person, every notice of election to sell, notice of sale or other notice required by Law or by the Financing Assignment in connection with the exercise of remedies under the Financing Assignment;

(viii) each Financing Assignment will expressly state that the Collateral Agent and the Lenders will not name or join any State Party or any officer thereof in any legal proceeding seeking collection of the related debt or other obligations secured thereby or the foreclosure or other enforcement of the Financing Assignment except to the extent (A) joining the LA DOTD as a necessary party is required to give the court jurisdiction over the dispute with the Developer and to enforce any Lender's remedies against the Developer and (B) the complaint against the LA DOTD states no Claim against the LA DOTD for a Lien or security interest on, or to foreclose against, the LA DOTD's fee simple title to or other property interest and estate in and to the Project, the Project Right of Way or any interest of the LA DOTD hereunder, or any part thereof, or for any liability of the LA DOTD;

(ix) each Financing Assignment will expressly state that neither the Lenders nor the Collateral Agent will seek any damages or other amounts from the LA DOTD due to the LA DOTD's breach of this Agreement, whether for Developer Debt or any other amount, except damages for a violation by the LA DOTD of its express obligations to Lenders set forth in the Direct Agreement; provided that the foregoing will not affect any rights or claims of a Lender as a successor to the Developer's Interest by foreclosure or transfer in lieu of foreclosure;

(x) to the extent that such consent is required pursuant to the terms of such Financing Agreements, each Financing Assignment will expressly state that

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the Lenders and the Collateral Agent will respond to any request from the LA DOTD or the Developer for consent to a modification or amendment of this Agreement within a reasonable period of time; and

(xi) each Financing Assignment may only secure Developer Debt that satisfies the requirements set forth in Section 7.01 and the proceeds of which are used exclusively for the purpose of (A) developing, designing, permitting, constructing, financing, maintaining, repairing, rehabilitating, renewing or operating the Project or establishing or maintaining reserves in connection with the Project, (B) paying reasonable fees, development costs and expenses incurred by the Developer in connection with the execution of this Agreement and the Initial Project Financing Agreements and not otherwise paid, (C) making Distributions, but only from the proceeds of any Refinancing permitted pursuant to Section 7.05, and (D) any Refinancing of pre-existing Developer Debt that conforms to the provisions of this Section 7.04(a), including use of proceeds to pay the reasonable costs of closing the Refinancing (including Lender's fees, but excluding any amounts paid to Affiliates).

(b) The LA DOTD will have no obligation to join in, execute or guarantee any Financing Assignment.

(c) Notwithstanding the enforcement of any security interest created by a Financing Assignment, the Developer will remain liable to the LA DOTD for the payment of all sums owing to the LA DOTD pursuant to this Agreement and the performance and observance of all of the Developer's covenants and obligations pursuant to this Agreement.

(d) No Lender or Collateral Agent will, by virtue of its Financing Assignment, acquire any greater rights to or interest in the Project or Gross Revenues than the Developer has at any applicable time pursuant to this Agreement, other than the provisions set forth in the Direct Agreement.

(e) All rights acquired by the Lenders or the Collateral Agent under any Financing Assignment will be subject to the provisions of this Agreement and any Development Contract and to the rights of the LA DOTD hereunder and thereunder.

(f) No Financing Assignment will be binding upon the LA DOTD in the enforcement of its rights and remedies as provided in this Agreement and by Law, unless and until the LA DOTD has received a copy (certified as true and correct by the Collateral Agent or by the administrative agent identified in the Initial Project Financing Agreements) of the original thereof and a copy of a specimen bond, promissory note or other evidence of indebtedness (certified as true and correct by the Collateral Agent or by the administrative agent identified in the Initial Project Financing Agreements) secured by such Financing Assignment, together with written notice of the address of the Collateral Agent to which notices may be sent. If applicable, after the recordation or filing thereof, the Collateral Agent will provide to the LA DOTD a copy of the Financing Assignment bearing the date and instrument number or book and page of such recordation or filing. In the event of an assignment of any such Financing Assignment by the Collateral Agent, such assignment will not be binding upon the LA DOTD

unless and until the LA DOTD has received a certified copy thereof, together with written notice of the assignee thereof to which notices may be sent (and the assignee will, if such assignment is required to be recorded, after such recordation deliver to the LA DOTD a copy thereof bearing the date and instrument number or book and page of such recordation).

(g) No Financing Assignment, including relating to any Refinancing, will be valid or effective, and no Lender will be entitled to the rights, benefits and protections of the Direct Agreement, unless the Financing Assignment complies with this Section 7.04.

(h) Each Financing Assignment will make the LA DOTD a third-party beneficiary to any provision thereof that creates or protects the rights and priorities of the LA DOTD to receive payments thereunder as provided for in this Agreement, including Section 5.05.

(i) The Developer will cause all Project Financing Agreements to provide that amounts described in clauses (a), (c) and (d) of the definition of “Gross Revenues” must be deposited in one or more accounts held by the Collateral Agent or its agent under an account control or similar agreement pending disbursement; provided that: (A) such funds may be invested in investments permitted by the Project Financing Agreements pending disbursement; and (B) the Developer is not precluded from transferring such amounts to a separate account to pay Operating Costs as permitted in the Project Financing Agreements.

Section 7.05 Refinancing Requirements

(a) Notice of Refinancing. The Developer will provide the LA DOTD written notice of a Refinancing 75 Days before the date of such Refinancing. At the LA DOTD’s request, the Developer will provide to the LA DOTD available details of the proposed Refinancing, including (i) details of the changes, if any, proposed to the Financial Model Formulas, (ii) the proposed Base Case Financial Model Update, (iii) any material changes in the Developer’s obligations (including contingent obligations) to the Lenders, (iv) an outline detailing the changes and/or replacements, as the case may be, to the Project Financing Agreements then in effect and the Financing Assignments contemplated by the Refinancing, (v) a calculation of the anticipated Refinancing Gain (if any) generated from such Refinancing, in each case together with any supporting documentation, and (vi) any other details concerning the Refinancing that the LA DOTD may reasonably require to determine whether the Refinancing would, or could reasonably be expected to, have a material adverse effect on the LA DOTD, the Project or the ability of the Developer to perform its obligations pursuant to this Agreement or any other Contract Document; provided that with respect to any refinancing meeting the requirements of Section 7.05(c), the Developer will provide to the LA DOTD details to the extent reasonably required to establish that such proposed Refinancing satisfies the requirements of Section 7.05(c).

(b) Project Financing Agreements Related to Refinancings.

(i) The Developer will deliver to the LA DOTD for access and review, proposed draft Project Financing Agreements contemporaneously with the distribution of such drafts by and between the Developer and the Lenders. The

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LA DOTD's consent, when applicable, will be given not less than five Business Days prior to the proposed date of the Refinancing; provided, however, that the LA DOTD's consent will be conditioned upon there being no material changes in the terms of the relevant Project Financing Agreements provided to the LA DOTD and the LA DOTD having been given reasonable time to provide its review and approval in the event that written notice was not provided to LA DOTD 75 Days before the date of the Refinancing.

(ii) The Developer will deliver, not later than 15 Days after close of the Refinancing, to the LA DOTD executed copies of all Project Financing Agreements in connection with the Refinancing.

(c) LA DOTD's Right to Approve Refinancing. Any Refinancing of Developer Debt will be subject to the LA DOTD's prior approval, which approval will not be unreasonably withheld or delayed; provided that no such approval will be required if the Developer first demonstrates to the LA DOTD either of the following (an "Exempt Refinancing"):

(i) (A) the proposed Refinancing refinances existing Developer Debt and does not increase the Developer Debt then outstanding other than by an amount equal to reasonable costs of closing the Refinancing, including lender fees, arranger fees and advisor fees, and the amount of any required reserves; (B) the proposed Refinancing has been assigned a rating (which may include a non-public rating) by a Rating Agency (without regard to bond insurance, if any) which is no lower than BBB minus or Baa3 or equivalent rating; and (C) no portion of the proceeds of the Refinancing will be used to make Distributions or to pay non-capital costs and expenses (other than related costs of issuance and any required reserves); or

(ii) the proposed Refinancing is a Planned Refinancing that is on terms materially consistent with the terms contemplated in the Base Case Financial Model, subject to the Developer delivering to the LA DOTD a certificate of an Authorized Representative stating that none of the matters in (w) through (z) below would exist or would be true as a result of the consummation of the proposed Refinancing.

Without limiting other reasonable grounds for withholding consent, the LA DOTD may withhold consent if it reasonably determines that: (w) the information disclosed to it is not a true and complete disclosure of all relevant aspects of the Refinancing; (x) any change or series of changes in the obligations of the Developer due to the Refinancing would or reasonably could be expected to result in a material increase in the LA DOTD's liabilities, obligations or risks under the Contract Documents; (y) the Refinancing would have a material adverse effect on the ability or commitment of the Developer to perform its obligations under the Contract Documents; or (z) the proposed Refinancing would or reasonably could be expected to have a material adverse effect on the Developer's incentives and disincentives to fully comply with the standards and

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requirements applicable to the development, construction, operations and maintenance of the Project for which the Developer is responsible pursuant to the Contract Documents.

(d) Share of Refinancing Gain.

(i) The Developer will deposit into the Proceeds Escrow Account 50% of any Refinancing Gain from a Refinancing that is not an Exempt Refinancing. The Refinancing Gain will be calculated after deducting payment of (A) the LA DOTD's Allocable Costs under Section 7.05(e) and (B) the Developer's Allocable Costs directly associated with the Refinancing.

(ii) The portion of any Refinancing Gain to be deposited into the Proceeds Escrow Account will be calculated as if realized entirely in the year in which the Refinancing occurs, and the Developer will deposit such portion concurrently with the close of such transaction; provided, however, if the Developer demonstrates to the LA DOTD's reasonable satisfaction that such gain will enable the Developer to make additional Distributions only over future years (and not all at the close of the transaction), then the portion of any Refinancing Gain to be deposited into the Proceeds Escrow Account will be payable over time pursuant to a payment schedule, reasonably approved by the LA DOTD, corresponding with the anticipated timing of such future Distributions, but only so long as such payments yield the same net present value to the LA DOTD as if the LA DOTD had received the portion of such Refinancing Gain in the Proceeds Escrow Account at the close of the transaction. Notwithstanding any such payment schedule, the net present value of the unpaid amount will be due and payable in full into the Proceeds Escrow Account immediately upon (A) any failure to pay a scheduled payment when due or (B) termination of the Agreement for any reason.

(iii) The LA DOTD may, at the LA DOTD's sole discretion, use the portion of any Refinancing Gain for the following purposes:

(A) reduce toll rates on the New Bridge;

(B) pay amounts owed to the Developer for exercising the LA DOTD's Early Handback Option pursuant to this Agreement; or

(C) pay any Annual CPI Buy-Down Payment Amount to the Developer.

(e) Payment of LA DOTD's Expenses.

(i) In connection with any Refinancing, the Developer will pay the LA DOTD for the LA DOTD's Allocable Costs incurred related to the Refinancing at the time of the closing of the Refinancing. The LA DOTD will provide the Developer with an estimate of its expected costs related to such Refinancing. If there is a change in circumstances relating to the Refinancing

following the submission of the LA DOTD's initial estimate that is expected to result in higher expenses, then the LA DOTD will provide a revised estimate. For any Refinancings that do not close, the LA DOTD will be paid for its documented expenses for such Refinancings from and at the time of (or, at the LA DOTD's option, at any time prior to) any subsequent successful Refinancings, and will be entitled to payment of interest on such expenses based on the Bank Rate calculated from the date on which such expenses were due and payable according to the first invoice issued by the LA DOTD for such expenses until paid by the Developer.

(ii) The LA DOTD will provide the Developer with an estimate of the expenses to be incurred by the LA DOTD related to the Refinancing, no later than 30 Days after the LA DOTD has provided its consent (to the extent such consent is required hereunder) to such Refinancing pursuant to Section 7.05(b)(i), and a final estimate not less than five Days prior to the proposed date of the Refinancing.

(f) Other Requirements.

(i) Every Refinancing will be subject to the provisions of Section 7.01 and Section 7.03 and the other provisions of this Agreement pertaining to Developer Debt and Financing Assignments.

(ii) Any reimbursement agreement and related documents that the Developer enters into in connection with obtaining a letter of credit will, if they encumber the Developer's Interest, constitute a Financing Assignment and be treated as a Refinancing for all purposes pursuant to this Agreement. No such reimbursement agreement and related documents will encumber less than the entire Developer's Interest.

(iii) In connection with the consummation of any proposed Refinancing, the LA DOTD will, promptly upon the reasonable request of the Developer or the Collateral Agent or any Lender and such requesting party's agreement to cover any costs incurred by the LA DOTD in connection with the requested action, review the Developer's written analysis of whether the LA DOTD is required to approve such Refinancing pursuant to Section 7.05(c) and confirm whether the LA DOTD believes its approval is required for such Refinancing.

Section 7.06 Collateral Agent's Rights

The Collateral Agent's rights are set forth in the Direct Agreement attached as Exhibit F.

Section 7.07 Payment of Public Funds Amount

(a) The LA DOTD will make payments of the Public Funds Amount to the Developer in accordance with Exhibit G.

(b) The LA DOTD agrees to include in its annual budget and seek appropriation for payment of all monetary obligations of the LA DOTD under this Agreement, including the Public Funds Amount, from the State Legislature to meet the LA DOTD's payment obligations under this Agreement.

Section 7.08 Changes in Benchmark Rates

(a) Subject to this Section 7.08, the LADOTD will bear the risk and have the benefit of 100% of the Financial Proposal impact solely related to changes in Benchmark Rates (either positive or negative) solely with respect to taxable bonds and bank debt assumed and indicated in the Developer's financial model included in the Financial Proposal as presented at the Proposal Due Date, for the period beginning at 10:00 a.m. central time on the Proposal Due Date and ending at 10:00 a.m. central time on Financial Close Date (but ending no later than 10:00 a.m. central time on the Financial Close Deadline).

(b) The change in Benchmark Rates will be calculated on the Financial Close Date in which the interest rate is set for each respective debt instrument protected by this Section 7.08.

ARTICLE 8.

DESIGN AND CONSTRUCTION OF THE PROJECT

Section 8.01 General Obligations of the Developer

(a) The Developer will furnish all design, construction and other services, provide all materials, equipment and labor to perform the Work as required by the Contract Documents and perform the Work in accordance with the Contract Documents.

(b) Except as otherwise expressly provided in this Agreement, the LA DOTD makes no warranties or representations as to any surveys, data, reports or other information provided by the LA DOTD or other Persons concerning surface or subsurface conditions, the existing condition of the roadway and other Elements, drainage, the presence of Utilities, Hazardous Materials, contaminated ground water, archeological, paleontological and cultural resources, or endangered and threatened species, affecting the Project Right of Way or surrounding locations. The Developer acknowledges that such information is for the Developer's reference only and has not been verified by the LA DOTD, and that the Developer will be responsible for conducting all surveys, studies and assessments as it deems appropriate for the Project.

(c) The Developer will be responsible for coordinating and scheduling the Work with other separate contractors working in the Project Right of Way in accordance with the Technical Provisions. Except in the case of a LA DOTD-Caused Delay, the LA DOTD will not be liable for any delays, disruptions or damages caused by such contractors.

(d) The Developer Representative and the LA DOTD Representative will be reasonably available to each other and will have the necessary authority, expertise and experience required to oversee and communicate with respect to the Work.

(e) The Developer will prepare and submit to the LA DOTD for its review and approval to confirm that the Project Management Plan and component parts are in accordance with the requirements of the Technical Provisions.

(f) The Developer will not enter into any agreement with any Governmental Authority, Utility Owner, railroad, property owner or other third party having regulatory jurisdiction over any aspect of the Project or the Work or having any property interest affected by the Project or the Work that in any way purports to obligate the LA DOTD, or states or implies that the LA DOTD has an obligation, to the third party to carry out any activity during or after the end of the Term, unless the LA DOTD otherwise approves the same in writing in its sole discretion. Except in the case of an agreement approved by the LA DOTD pursuant to the preceding sentence, the Developer has no power or authority to enter into any such agreement with a third party in the name or on behalf of the LA DOTD and the parties agree that any purported agreement to that effect will be null and void.

Section 8.02 Issuance of Notice to Proceed; Limited Authority to Perform Work

(a) Notice to Proceed. Except as otherwise provided in Section 8.02(b), the Developer will not commence the Work until the LA DOTD has delivered a notice to proceed (“Notice to Proceed”) to the Developer. The LA DOTD will promptly deliver the Notice to Proceed to the Developer upon the later of (i) December 20, 2019 or (ii) the Developer achieving Financial Close.

(b) Limited Authority to Perform Work.

(i) Prior to issuance of the Notice to Proceed, the Developer may perform the following Work:

(A) Utility design, investigations and discussions and negotiations with Utility Owners with respect to Utility Adjustments;

(B) Project ROW Acquisition Work (excluding the acquisition of parcels); and

(C) design and related support services to obtain Governmental Approvals required for the Construction Work.

(ii) The LA DOTD will receive, review and act upon any Submittals related to the Work described in this Section 8.02(b) in accordance with the applicable requirements set forth in the Contract Documents.

(iii) If the Developer performs any Work described in this Section 8.02(b) prior to issuance of the Notice to Proceed, such Work will be at the

Developer's sole risk and expense; provided, however, that after issuance of the Notice to Proceed, the Developer may seek payment for such Work subject to and in accordance with Exhibit G.

Section 8.03 Project Design

(a) The Developer will submit to the LA DOTD the Design Documents and Construction Documents relating to the Work in accordance with the Technical Provisions. Each submittal will comply with the applicable requirements of the Technical Provisions.

(b) The Developer will provide the LA DOTD with a schedule of its proposed submittals of Design Documents and Construction Documents (which schedule will be updated periodically as necessary) so as to facilitate the LA DOTD's coordination and review of such documents, and will complete quality control and quality assurance reviews of all Design Documents and Construction Documents to ensure that they are accurate and complete and comply with the requirements of the Contract Documents prior to any submission to the LA DOTD.

(c) Prior to the time of the scheduled submissions that require the LA DOTD's review, comment or approval, the Developer will meet with the LA DOTD and will identify during such meetings, among other things, the development of the design or changes from any of the Technical Provisions, or, if applicable, previous design submissions. Minutes of the meetings will be maintained by the Developer and provided to all attendees for review.

(d) Construction Documents will set forth in detail drawings and specifications describing the requirements for construction of the Work, in full compliance with the Technical Provisions, Law and Governmental Approvals. The Construction Documents will be consistent with the latest set of design submissions, and will be submitted after the Developer has obtained all requisite Governmental Approvals associated with the Work contained in such documents.

(e) The LA DOTD's review, comment and/or approval of the Design Documents and the Construction Documents are for the purpose of evaluating the Developer's compliance with the requirements of the Contract Documents, but will not alter the Developer's obligations under the Contract Documents.

Section 8.04 Acquisition of Project Right of Way; Utility Relocations

(a) Right of Way Acquisition Obligations. The Developer will perform all Project ROW Acquisition Work necessary for the construction of the Project in accordance with the Contract Documents. The Developer will carry out such Work as follows:

(i) the Developer will perform the Project ROW Acquisition Work in accordance with the Technical Provisions and Law, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

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(ii) the Developer will submit a ROW Acquisition Services Plan to the LA DOTD for its approval. Unless otherwise permitted in the Technical Provisions, the ROW Acquisition Services Plan will not include parcels considered to be solely for the convenience of the Developer, including those necessary to accommodate laydown, staging, temporary drainage and other construction methods in connection with the construction of the Project; provided, however, that temporary easements which the Developer reasonably believes are necessary for maintenance of traffic or as needed in order to comply with applicable Law may be included in the ROW Acquisition Services Plan with the prior approval of the LA DOTD; and

(iii) Without prejudice to its rights hereunder, the Developer will exercise due diligence and use reasonable care in determining whether property to be acquired may contain wastes or other materials or hazards requiring remedial action or treatment to the extent the Developer has access to such property and will otherwise comply with the Technical Provisions, including the undertaking of studies, assessments and tests required by the Technical Provisions.

(b) Condemnation. The LA DOTD will exercise its condemnation powers for parcels identified in the ROW Acquisition Services Plan to be acquired in the name of LA DOTD; provided, however, that the Developer has: (i) demonstrated due diligence in efforts to acquire such properties prior to requesting that the LA DOTD to exercise its condemnation powers and (ii) has complied with the requirements set forth in the Technical Provisions.

(c) Certain Property Outside the Project Right of Way. The Developer, at its sole cost and expense, will be responsible for the acquisition of, or for causing the acquisition of, any property, temporary easements or other property rights not included in the ROW Acquisition Services Plan, including those necessary to accommodate laydown, staging, temporary drainage and other construction methods in connection with the construction of the Project.

(d) ROW Costs.

(i) Except as provided in Section 8.04(d)(ii), the Developer will be responsible for performing all activities and services necessary for the acquisition of all Project Right of Way at its sole cost and expense as set forth in the Technical Provisions.

(ii) For parcels identified in the ROW Acquisition Services Plan that are to be acquired in the name of LA DOTD, the LA DOTD will be responsible for condemnation proceedings and for paying the property owner the purchase price and relocation costs (if any) for acquiring the real property rights in such parcels.

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(e) Utility Relocations.

(i) The Developer will perform all coordination required for all Utility Relocations necessary to accommodate construction, operations and maintenance of the Project.

(ii) The Developer will perform Utility Relocations in accordance with the Technical Provisions. To the extent permitted by Law, the LA DOTD will provide to the Developer the benefit of any provisions in recorded Utility or other easements affecting the Project which require the easement holders to relocate at their expense and the LA DOTD will reasonably assist the Developer in obtaining the benefit of all rights the LA DOTD has under any Utility easement, permit, or other right relating to Utility Relocations, it being understood that such assistance will not entail the initiation of or participation in legal actions or proceedings.

(f) Compensation and Time Extensions for Utility Owner Delays.

(i) The Developer will not be entitled to any compensation for a Utility Owner Delay, except as follows for a Utility Owner Delay caused by AT&T, Entergy, Severn Trent with respect to its water and sewer lines that span the Algiers Canal, or EnLink Midstream with respect to its gas pipeline south of Algiers Canal (each a "Designated Utility"):

(A) For each Utility Owner Delay caused by each Designated Utility, the Developer will be solely responsible and not be entitled to compensation for the Net Cost Impact incurred up to \$125,000.

(B) For each Utility Owner Delay caused by each Designated Utility, the Developer will be entitled to compensation for 50% of the Net Cost Impact incurred in excess of \$125,000 and up to \$650,000.

(C) For each Utility Owner Delay caused by each Designated Utility, the Developer will be solely responsible and not be entitled to compensation for the Net Cost Impact incurred in excess of \$650,000.

(ii) The Developer will not be entitled to any extensions to any milestones and/or activities in the Project Baseline Schedule for a Utility Owner Delay, except as follows:

(A) For each Utility Owner Delay, the Developer will be solely responsible and not be entitled to any time extension for the first 60 Days of delay to the Critical Path.

(B) For each Utility Owner Delay, the Developer will be entitled to a time extension for Critical Path delays in excess of 60 Days.

(iii) The Developer's entitlement to compensation and time extension under this Section 8.04(f) will be subject to the applicable requirements of, and compliance with, ARTICLE 12 and ARTICLE 13, including, but not limited to, providing a Delay Event Notice within 10 Days following the date on which the Developer first became aware (or should have become aware, using all reasonable due diligence) of the Utility Owner Delay pursuant to Section 12.01(a) and a Compensation Event Notice within 21 Days following the date on which the Developer first became aware (or should have become aware, using all reasonable due diligence) of the Utility Owner Delay pursuant to Section 13.01(a).

Section 8.05 Governmental Approvals

(a) The LA DOTD, at its sole cost and expense, has obtained, or will obtain, the LA DOTD-Provided Approvals. The Developer, at its sole cost and risk, will be responsible for obtaining any modifications, supplements, renewals or extensions of the LA DOTD-Provided Approvals, unless such modification, supplement, renewal or extension is caused by a LA DOTD Change or a LA DOTD Project Enhancement. Responsibility for and cost of obtaining Governmental Approvals necessitated by a LA DOTD Change or a LA DOTD Project Enhancement will be as agreed to and specified in the accompanying Change Order.

(b) Except as otherwise provided in Section 8.05(a), the Developer, at its sole cost and risk, will: (i) obtain all Governmental Approvals and (ii) maintain in full force and effect and comply with all Governmental Approvals necessary for the Work.

(c) The LA DOTD will provide reasonable assistance and cooperation to the Developer, as requested by the Developer, in obtaining Governmental Approvals relating to the Project and any revisions, modifications, amendments, supplements, renewals, reevaluations and extensions of Governmental Approvals. The LA DOTD's assistance and cooperation will not require the LA DOTD: (i) to take a position which it believes to be inconsistent with the Contract Documents, Law or Governmental Approvals, the requirements of Good Industry Practice, or LA DOTD policy, or (ii) to refrain from taking a position concurring with that of a Governmental Authority, if the LA DOTD believes that position to be correct.

(d) In the event that any Governmental Approvals required to be obtained by the Developer must formally be issued in the LA DOTD's name, the Developer will undertake necessary efforts to obtain such approvals, including execution and delivery of the necessary applications and other documentation in the format required by the LA DOTD.

(e) In the event that the LA DOTD must act as the lead agency and directly coordinate with a Governmental Authority in connection with obtaining Governmental Approvals which are the responsibility of the Developer, the Developer will provide all necessary support to facilitate such coordination. Such support will include conducting necessary field investigations, surveys, and preparation of any required reports, documents, and applications.

Section 8.06 Project Schedule; Means and Methods

(a) The Preliminary Project Baseline Schedule will be the basis for monitoring the Developer's performance of the Design-Build Work until such time as a Project Baseline Schedule has been approved by the LA DOTD in accordance with the Technical Provisions.

(b) After approval of the Project Baseline Schedule, the Developer will not significantly alter the Project Baseline Schedule, or the means and methods of performing the Design-Build Work reflected in the Project Baseline Schedule, without informing the LA DOTD, and the Developer will coordinate any such alterations to take into account the LA DOTD's resources and the work to be carried out by the LA DOTD's separate contractors, if any.

(c) If any alteration to the Project Baseline Schedule (i) affects the Critical Path, (ii) adversely and materially affects the LA DOTD's oversight resources or the LA DOTD's separate contractors, or (iii) deviates from the Technical Provisions, the Developer will not make such alteration without the prior approval of the LA DOTD.

(d) The LA DOTD will not be responsible for any construction means and methods of the Developer or liability ensuing therefrom, unless such means and methods were directed by the LA DOTD pursuant to a LA DOTD Change or a LA DOTD Project Enhancement implemented by the Developer.

Section 8.07 Conditions for Commencement of Construction

(a) The Developer will not commence construction of any portion of the Project prior to satisfaction of the following conditions (or the LA DOTD, in its discretion, waives in writing such conditions):

(i) the LA DOTD has issued the Notice to Proceed;

(ii) the Developer has obtained all Governmental Approvals (except for the LA DOTD-Provided Approvals) necessary for construction of the applicable portion of the Project and performed all conditions of such Governmental Approvals that are a prerequisite to commencement of such construction;

(iii) the Developer has obtained all rights of access necessary for the commencement of construction on the applicable portion of the Project;

(iv) the Developer has delivered, and the LA DOTD has approved as applicable, all Submittals that are required under Section 2.1 of the Technical Provisions to be delivered and/or approved prior to the start of construction of the applicable portion of the Project;

(v) the Developer has delivered, and the LA DOTD has approved, the Maintenance Management Plan for the Existing Bridge and Tunnel; and

(vi) the Developer has implemented the Maintenance Management System for the Existing Bridge and Tunnel.

(b) Commencement of construction of any portion of the Project prior to satisfying the conditions set forth in Section 8.07(a) will be at the sole risk of the Developer, and the LA DOTD, in addition to any other rights and remedies under this Agreement, may require the removal of such portion of the Project, at the Developer's sole cost and expense, to determine whether such portion is in compliance with the Contract Documents.

Section 8.08 Partial Acceptance

(a) The Developer will request Partial Acceptance on or before the Partial Acceptance Deadline.

(b) The LA DOTD will issue a Partial Acceptance Certificate at such time as the Developer achieves Partial Acceptance, and the Developer will be entitled to begin tolling of the New Bridge on and after the Partial Acceptance Date.

(c) Partial Acceptance will have been achieved when each of the following conditions have occurred for the Project other than X Street Ramp and Associated Work (or the LA DOTD, in its sole discretion, waives any such condition):

(i) the LA DOTD has approved the Maintenance Management Plan for the New Bridge in accordance with the Technical Provisions;

(ii) the LA DOTD has consented to the Toll Enforcement Rules;

(iii) the Developer has received and delivered to the LA DOTD copies of all Governmental Approvals necessary to operate and maintain the Project and has satisfied all conditions and requirements thereof which must be satisfied before the Project can be lawfully opened for regular public use, all such Governmental Approvals remain in full force and effect, and there exists no uncured material violation of the terms and conditions of any such Governmental Approval;

(iv) all insurance policies required under Section 16.01 for the Operating Period have been obtained and will be in full force and effect, and the Developer has delivered to the LA DOTD duplicate originals or copies thereof (or endorsements reasonably acceptable to the LA DOTD extending coverage to the Project), certified by the Developer's insurance broker to be true and correct copies of the originals;

(v) the Developer has furnished, or caused to have furnished, to the LA DOTD the O&M Performance Security as required under Section 16.07(b);

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(vi) there exists no Developer Default for which the Developer has received notice from the LA DOTD, except as to any Developer Default that has been cured or for which Partial Acceptance will affect its cure, and there exists no event or condition that, with notice or lapse of time, would constitute a Developer Default;

(vii) all lanes of traffic (including ramps, interchanges, overpasses, underpasses, and other crossings) set forth in the Construction Documents are in their final configuration and available for normal and safe use and operation;

(viii) all major safety features are installed and functional in accordance with the Technical Provisions, including, as required, shoulders, guardrails, striping and delineations, concrete traffic barriers, bridge railings, cable safety systems, metal beam guard fences, safety end treatments, terminal anchor sections and crash attenuators;

(ix) all required illumination for normal and safe use and operation is installed and functional in accordance with the Technical Provisions;

(x) all required signs and signals for normal and safe use and operation are installed and functional in accordance with the Technical Provisions;

(xi) the need for temporary traffic controls or for lane closures at any time has ceased, except for controls or closures: (A) needed to perform Routine Maintenance in accordance with the Operations and Maintenance Plan or (B) as otherwise permitted by the LA DOTD;

(xii) The LA DOTD has performed the final inspection in accordance with the Technical Provisions; and

(xiii) the Developer has certified to the LA DOTD in writing that the conditions set forth in this Section 8.08(c) have been satisfied as of the date of such certification or otherwise waived in writing.

(d) Partial Acceptance will not be withheld for any landscaping and aesthetic features included in the Construction Documents in determining whether Partial Acceptance has occurred, except to the extent that its completion will affect public safety or satisfaction of any criterion in Section 8.08(c).

(e) The Developer will provide the LA DOTD with written notice of the anticipated Partial Acceptance Date at least 30 Days prior to the anticipated Partial Acceptance Date. During such notice period, the Developer and the LA DOTD will meet, confer and exchange information on a regular basis with the goal being the LA DOTD's orderly, timely inspection of the Project and review of the final Construction Documents and the LA DOTD's issuance of a Partial Acceptance Certificate.

(f) During the 30-Day period specified in Section 8.08(e), the LA DOTD will conduct an inspection of the Project and review of the final Construction Documents, and such other matters as may be necessary to determine whether Partial Acceptance is achieved. No later than the expiration of such 30-Day period, the LA DOTD will either: (i) issue the Partial Acceptance Certificate to the Developer or (ii) notify the Developer in writing setting forth the reasons why the Developer has not achieved Partial Acceptance. If the LA DOTD provides notice under clause (ii) of this Section 8.08(f), then the Developer will perform the Work necessary to satisfy the requirements for Partial Acceptance and the parties will follow the process set forth in this Section 8.08(f) until (A) the LA DOTD issues the Partial Acceptance Certificate or (B) the parties' disagreement as to whether one or more criteria for Partial Acceptance have been met is referred to, and resolved according to, the dispute resolution procedures set forth in ARTICLE 20.

Section 8.09 Punch List

(a) The Project Management Plan will establish procedures and schedules for preparing a Punch List for the Project and completing the Punch List work. Such procedures and schedules will be consistent and coordinated with the inspection related to Partial Acceptance and comply with the provisions of this Section 8.09.

(b) The Developer will prepare and maintain the Punch List. The Developer will deliver to the LA DOTD not less than five Business Days' prior written notice stating the date when the Developer will commence Punch List field inspections and Punch List preparation for the Project. The LA DOTD may, but is not obligated to, participate in the development of the Punch List. Each party will have the right to add items to the Punch List and neither party will remove any item added by any other without such other party's express permission. If the Developer objects to the addition of an item by the LA DOTD, the item will be noted as included under dispute, and if the parties thereafter are unable to reconcile the dispute, the dispute will be resolved according to the dispute resolution procedures set forth in ARTICLE 20. The Developer will deliver to the LA DOTD a true and complete copy of the Punch List, and each modification thereto, as soon as it is prepared.

(c) The Developer will commence work on the Punch List items and diligently prosecute such work to completion, consistent with the Contract Documents, within the time period to be set forth in the Project Management Plan and in any case by no later than the Final Acceptance Deadline.

Section 8.10 Final Acceptance

(a) Final Acceptance Deadline. The Developer will be required to achieve Final Acceptance on or before the Final Acceptance Deadline.

(b) Condition for Final Acceptance. Final Acceptance will have been achieved when each of the following conditions have occurred for the Project (or the LA DOTD, in its sole discretion, waives any such condition):

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(i) the Developer has either achieved Partial Acceptance or met all of the conditions identified in Section 8.08(c);

(ii) all Punch List items have been completed in accordance with the Contract Documents;

(iii) the Developer has demolished and decommissioned the Existing Bridge and Tunnel in accordance with the Technical Provisions;

(iv) all Submittals, including as-built drawings of the Project, required to be submitted on or before Final Acceptance have been submitted and approved (to the extent approval is required) by the LA DOTD;

(v) the Developer has delivered all required certifications from the engineer of record and architect of record to all necessary Governmental Authorities and to the LA DOTD;

(vi) all landscaping (subject to applicable planting season requirements) and aesthetic features included in the Construction Documents is complete;

(vii) the Developer has made all deliveries of Work Product to the LA DOTD that are required to be made pursuant to this Agreement;

(viii) the Developer has deposited the Source Code Documentation with the Escrow Agent in accordance with Section 17.05;

(ix) the Developer has paid or caused to be paid to the LA DOTD all amounts due and payable from the Developer to the LA DOTD in connection with this Agreement, including any applicable interest thereon (except such amounts subject to dispute in accordance with ARTICLE 20);

(x) there exists no Developer Default for which the Developer has received notice from the LA DOTD, except as to any Developer Default that has been cured or for which Final Acceptance will affect its cure, and there exists no event or condition that, with notice or lapse of time, would constitute a Developer Default;

(xi) the Developer has certified to the LA DOTD in writing that the conditions set forth in this Section 8.10(b) have been satisfied as of the date of such certification or otherwise waived in writing; and

(xii) the Developer has achieved all of the relevant conditions set out in Section 8.08(c) with respect of the X Street Ramp and Associated Work.

(c) Issuance of Final Acceptance Certificate.

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(i) The Developer will provide the LA DOTD with written notice of the anticipated Final Acceptance Date at least 30 Days prior to the anticipated Final Acceptance Date. During such notice period, the Developer and the LA DOTD will meet, confer and exchange information on a regular basis with the goal being the LA DOTD's orderly, timely inspection of the Project and the LA DOTD's issuance of a Final Acceptance Certificate.

(ii) During the 30-Day period specified in Section 8.10(c)(i), the LA DOTD will conduct an inspection of the Project and review of Punch List, and such other matters as may be necessary to determine whether Final Acceptance is achieved. No later than the expiration of such 30-Day period, the LA DOTD will either: (A) issue the Final Acceptance Certificate to the Developer or (B) notify the Developer in writing setting forth the reasons why the Developer has not achieved Final Acceptance. If the LA DOTD provides notice under clause (B) of this Section 8.10(c)(ii), then the Developer will perform the Work necessary to satisfy the requirements for Final Acceptance and the parties will follow the process set forth in this Section 8.10(c)(ii) until (1) the LA DOTD issues the Final Acceptance Certificate or (2) the parties' disagreement as to whether one or more criteria for Final Acceptance have been met is referred to, and resolved according to, the dispute resolution procedures set forth in ARTICLE 20.

(d) Final Payment.

(i) Subject to the cumulative amounts set forth in Column (D) of Attachment 1 of Exhibit G, the entire balance due to the Developer for the Design-Build Work, including any amounts withheld as retainage, will be paid; however, before the final payment, the Developer will submit to the LA DOTD a certificate from the Recorder of Mortgages of the parish in which the Work has been done to the effect that there are no claims or liens recorded against the Contract Documents, in accordance with La. C. C. P. 5059 and L.R.S. § 1:55. The date of the certificate must not be prior to the expiration of 45 Days, but must be prior to the expiration of 90 Days, after the Final Acceptance Certificate was recorded in the Recorder of Mortgage's Office.

(ii) Prior to final payment, all releases or waivers on buildings, wells, utilities, and railroads must be furnished as well as any maintenance bonds, certificates from the Health Department, tracings, brochures, or other items required by the Contract Documents.

(iii) Final payment will not release the Developer or sureties from liability for any fraud in construction; in obtaining periodic payments; in payment for materials, labor, or other supplies or services for the Work; or for any claims for damages, loss, or injury sustained by any person through the fault, negligence, or conduct of the Developer or any employees, agents, Subcontractors, suppliers, or representatives.

Section 8.11 Liquidated Damages

(a) Liquidated Damages Related to Failure to Reach Financial Close.

(i) If the Developer fails to achieve Financial Close by the Financial Close Deadline (unless such failure is excused for the reasons listed in Section 19.03(a)) the LA DOTD will be entitled to liquidated damages in the amount of \$7,500,000 for such Developer Default (“Financial Close Liquidated Damages”) and to call on the Proposal Bond for payment of the Financial Close Liquidated Damages.

(ii) The Developer acknowledges that the time period provided to the Developer to achieve Financial Close is reasonable, and both the Developer and the LA DOTD acknowledge that such Financial Close Liquidated Damages are reasonable in order to compensate the LA DOTD for damages it will incur as a result of the lost opportunity to the LA DOTD represented by this Agreement. Such damages include the harm from the difficulty, and substantial additional expense, to the LA DOTD, to procure and deliver, operate and maintain the Project through other means, loss of or substantial delay in use, enjoyment and benefit of the Project by the general public, and injury to the credibility and reputation of the LA DOTD, with policy makers and with the general public who depend on and expect availability of service. The Developer further acknowledges that these damages are incapable of accurate measurement because of, among other things, the unique nature of the Project and the unavailability of a substitute for it.

(b) Liquidated Damages Related to Partial Acceptance. If the Developer does not achieve Partial Acceptance by the Partial Acceptance Deadline, the LA DOTD will be entitled to assess \$10,000 as liquidated damages for each Day that Partial Acceptance remains to be achieved following the expiration of the Partial Acceptance Deadline. Such liquidated damages shall constitute the LA DOTD’s sole right to damages for such delay, but excluding any damages incurred by the LA DOTD as part of the Developer Default Termination Amount calculation pursuant to a termination for Developer Default under Section 19.04 that may result from such delay.

(c) Liquidated Damages Related to Final Acceptance. If the Developer does not achieve Final Acceptance by the Final Acceptance Deadline, the LA DOTD will be entitled to assess \$5,000 as liquidated damages for each Day that Final Acceptance remains to be achieved following the expiration of the Final Acceptance Deadline. Such liquidated damages shall constitute the LA DOTD’s sole right to damages for such delay, but excluding any damages incurred by the LA DOTD as part of the Developer Default Termination Amount calculation pursuant to a termination for Developer Default under Section 19.04 that may result from such delay.

(d) Liquidated Damages Related to Handback Requirements. If the Developer does not complete the Handback Requirements by the expiration of the Term, the LA

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DOTD will be entitled to assess \$10,000 as liquidated damages for each Day that the Handback Requirements remains to be completed following the expiration of the Term.

(e) No Limitation on Other Remedies. Notwithstanding any other provisions in this Agreement, liquidated damages will not limit the LA DOTD's remedies regarding termination or indemnification under this Agreement

(f) Payment of Liquidated Damages. The Developer will pay to the LA DOTD all liquidated damages assessed under this Agreement that are not subject to the dispute resolution procedures of ARTICLE 20 monthly in arrears, not later than 30 Days after the end of each calendar month.

Section 8.12 Warranties; Defective Design and Construction

(a) Warranties.

(i) The Developer will warrant that (A) the Design-Build Work is complete and conforms to the Contract Documents and Good Industry Practice; and (B) the Design-Build Work, including all materials and equipment furnished as part of the Design-Build Work, is new (unless otherwise specified in Contract Documents), of good quality, and free of Defects in materials and workmanship ("General Warranty").

(ii) The General Warranty will be effective for a period of 36 months beginning on the Final Acceptance Date ("General Warranty Period"). The General Warranty will survive termination of this Agreement for the Design-Build Work that was in place prior to any termination.

(iii) If and to the extent the Developer obtains general or limited warranties from any Contractor in favor of the Developer with respect to design, materials, workmanship, construction, equipment, tools, supplies, software or services, the Developer will cause such warranties to be expressly extended to the LA DOTD; provided that the foregoing requirement will not apply to standard, pre-specified manufacturer warranties of mass-marketed materials, products (including software products), equipment or supplies where the warranty cannot be extended to the LA DOTD using commercially reasonable efforts. The LA DOTD will only have the right to exercise remedies under any such warranty so long as the Developer or a Lender is not pursuing remedies thereunder. To the extent that any Contractor warranty would be voided by reason of the Developer's negligence or failure to properly incorporate material or equipment into the Work, the Developer will be responsible for correcting such Defect.

(iv) Contractor warranties are in addition to all rights and remedies available pursuant to this Agreement or Law or in equity, including Claims against the Performance Security, and will not limit the Developer's liability or responsibility imposed by this Agreement or Law or in equity with respect to the Work, including liability for Nonconforming Work, design defects, patent and

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latent construction defects, strict liability, breach, negligence, willful misconduct or fraud.

(b) Nonconforming Work. In the event of the occurrence of a Defect in the Design-Build Work, including in any materials and equipment furnished as part of the construction, and including any Nonconforming Work, the LA DOTD will be entitled, in addition to any other remedies:

(i) to demand that the Developer rectify, or require the Contractor to rectify, such Defect at the Developer's sole expense, it being understood that, in such event, the Developer will be permitted to draw on the Performance Security provided by the Contractor liable for such Work if the Contractor fails to perform such Work, to the extent of the cost of any work performed by the Developer;

(ii) to suspend, at the Developer's sole cost and risk, any affected portion of the Design-Build Work, by delivery of a written order to the Developer, which order the LA DOTD will lift after the Developer fully cures or corrects such Defects; or

(iii) to rectify such Defects itself and to obtain payment of its Allocable Costs from the Developer or, where the Contractor providing such Performance Security is liable for such Design-Build Work from a draw on any Performance Security furnished pursuant to this Agreement (and the Developer agrees to make such drawing upon the request of the LA DOTD); provided that the LA DOTD will not rectify such Defects itself or seek payment from the Developer or such Performance Security unless (A) it has requested rectification of the Defects and the Developer and the Contractor have failed to progress to rectify the Defects to the satisfaction of the LA DOTD within 15 Days from receipt of the LA DOTD's request for rectification of such Defects or (B) the Developer has received approval from the LA DOTD on a Remediation Plan and Schedule, unless health and safety of the public requires more urgent action.

(c) The issuance of a suspension order pursuant to Section 8.12(b)(ii) will not affect the Developer's rights to cure or correct any Nonconforming Work giving rise to the issuance of the suspension order.

(d) With respect to any portion of the Existing Bridge and Tunnel or LA23 Algiers Canal Bridge that the Developer modifies as part of the Design-Build Work, the parties' rights and obligations relating to rectification of Defects pursuant to Section 8.12(b) will be limited to Defects occurring in such portion actually modified by the Developer.

ARTICLE 9.

OPERATIONS AND MAINTENANCE OF THE PROJECT

Section 9.01 General Obligations of the Developer

(a) The Developer will perform the O&M Work in accordance with (i) Good Industry Practice; (ii) the requirements, terms and conditions set forth in the Contract Documents; (iii) all Laws; (iv) the requirements, terms and conditions set forth in all Governmental Approvals, (v) the approved Project Management Plan and all component parts, plans and documentation prepared or to be prepared thereunder, and (vi) all other applicable safety, environmental and other requirements, taking into account the Project Right of Way limits and other constraints affecting the Project.

(b) The Developer will be responsible for keeping itself informed of current Good Industry Practice.

(c) The Developer will cooperate with the LA DOTD and Governmental Authorities with jurisdiction in all matters relating to the O&M Work, including their review, inspection and oversight of the O&M Work.

Section 9.02 Transition of Operations and Maintenance of Existing Bridge and Tunnel to Developer

(a) Upon the date which is 120 days after NTP, the Developer will have care, custody and control of the Existing Bridge and Tunnel and will be responsible for performing the O&M Work for the Existing Bridge and Tunnel pursuant to Section 9.03.

(b) The Developer will implement and comply with the Turnover Plan for the Existing Bridge and Tunnel to ensure the timely and orderly transition of operations and maintenance of the Existing Bridge and Tunnel from the LA DOTD to the Developer. The parties will cooperate and coordinate with each other with respect to activities undertaken pursuant to the Turnover Plan for the Existing Bridge and Tunnel.

Section 9.03 Developer Obligation to Operate and Maintain Existing Bridge and Tunnel

(a) General. The Developer will be responsible for performing the O&M Work as described in Section 18 of the Technical Provisions until the Existing Bridge and Tunnel is decommissioned in accordance with the Contract Documents, including the following:

- (i) operating the Existing Bridge and Tunnel for vehicular and maritime traffic;
- (ii) responding to, managing and clearing Incidents;

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- (iii) conducting inspections;
 - (iv) performing Routine Maintenance; and
 - (v) subject to Section 9.03(b), performing Major Maintenance.
- (b) Major Maintenance.
- (i) If, during the performance of any inspection of the Existing Bridge and Tunnel or other O&M Work, the Developer discovers a Defect that requires Major Maintenance, then the Developer will provide written notice to the LA DOTD in accordance with Section 18.1.4 of the Technical Provisions (“Existing Bridge and Tunnel Major Maintenance Notice”).
 - (ii) No later than 10 Business Days (or 24 hours in the case of Major Maintenance required to remedy a Defect representing an immediate or imminent health or safety hazard to Users or road works) after receipt of the Existing Bridge and Tunnel Major Maintenance Notice, the LA DOTD will notify the Developer if the LA DOTD intends to:
 - (A) authorize and direct the Developer to perform the Major Maintenance; or
 - (B) dispute the Developer’s assertion that a Defect exists requiring Major Maintenance.
 - (iii) If the LA DOTD elects to authorize and direct the Developer to perform the Major Maintenance for the Existing Bridge and Tunnel, then the provisions of Section 13.02 related to a LA DOTD Change will apply.
 - (iv) If the LA DOTD disputes the Developer’s assertion that a Defect exists requiring Major Maintenance, the LA DOTD may issue a Directive Letter instructing the Developer how to proceed in accordance with Section 13.02(d)(ii).
 - (v) Notwithstanding the provisions in this Section 9.03(b), the Developer, at its sole cost and expense, will be required to perform any Major Maintenance for the Existing Bridge and Tunnel to the extent such Major Maintenance is required due to the Developer’s failure to perform the O&M Work in accordance with the Contract Documents or any other breach of contract, negligence or other culpable act or omission of the Developer or any other Developer Party.

Section 9.04 Developer Obligation to Operate and Maintain the Project After Partial Acceptance

(a) General. At all times following the Partial Acceptance Date, the Developer will be responsible for performing the O&M Work for the Project described in the Technical Provisions until the end of the Term, including the following:

(i) the management and control of traffic on the Project, including, but not limited to, incident management and temporary partial or full closures of the Project, subject to the LA DOTD's rights to assume control as expressly provided in this Agreement;

(ii) the maintenance and repair of the Project and all systems and components thereof, which the Developer may upgrade, modify, change and replace, as applicable, in accordance with the Contract Documents;

(iii) the operation of the Project, and otherwise carrying out the collection and enforcement of tolls and other incidental charges in accordance with ARTICLE 5; and

(iv) the maintenance, compliance with and renewal of Governmental Approvals necessary and incidental to the foregoing activities.

(b) Rehabilitation Work. The Developer will perform the Rehabilitation Work in accordance with Section 19.5 of the Technical Provisions.

Section 9.05 Law Enforcement Services

The parties further understand and agree that, as the Project will constitute part of the State Highway system, the Louisiana State Police and other public law enforcement agencies with jurisdiction will have access to the Project and jurisdiction to enforce the laws and regulations of the State as they apply to the Project in accordance with L.R.S. § 48:2084.11.

Section 9.06 Developer Obligation to Operate and Maintain LA 1 Toll System

(a) The LA DOTD will have the option, at its sole discretion, to negotiate a Change Order with the Developer to perform the LA 1 Toll System O&M Work as part of this Agreement.

(b) If the LA DOTD elects to exercise its option to negotiate with the Developer pursuant to Section 9.06(a), the parties will engage in good faith negotiations, with the objective of agreeing to terms and conditions related to the parties' rights and obligations for the LA 1 Toll System O&M Work based on the Proposal and consistent with Exhibit H.

(c) Nothing in this Agreement will obligate either party to agree to terms and conditions with respect to the LA 1 Toll System O&M Work, and either party may terminate negotiations by providing written notice to the other party.

Section 9.07 Defective O&M Work

(a) In the event of the occurrence of a Defect in the O&M Work, including any Nonconforming Work, the LA DOTD will be entitled, in addition to any other remedies:

(i) to demand that the Developer rectify, or require the Contractor to rectify, such Defect at the Developer's sole expense, it being understood that, in such event, the Developer will be permitted to draw on the Performance Security provided by the Contractor liable for such Work if the Contractor fails to perform such Work, to the extent of the cost of any work performed by the Developer;

(ii) to suspend, at the Developer's sole cost and risk, any affected portion of the O&M Work, by delivery of a written order to the Developer, which order the LA DOTD will lift after the Developer fully cures or corrects such Defects; or

(iii) to rectify such Defects itself and to obtain payment of its Allocable Costs from the Developer or, where the Contractor providing such Performance Security is liable for such O&M Work from a draw on any Performance Security furnished pursuant to this Agreement (and the Developer agrees to make such drawing upon the request of the LA DOTD); provided that the LA DOTD will not rectify such Defects itself or seek payment from the Developer or such Performance Security unless the Defect Remedy Period has expired and the LA DOTD has provided notice to the Developer of such expiration.

(b) The issuance of a suspension order pursuant to Section 9.07(a)(ii) will not affect the Developer's rights to cure or correct any Nonconforming Work giving rise to the issuance of the suspension order.

ARTICLE 10.

DEVELOPER PROJECT AND QUALITY MANAGEMENT;
LA DOTD OVERSIGHT AND OTHER SERVICES

Section 10.01 Project and Quality Management

The Developer will provide oversight and management of the Project to control the scope, quality, cost, and on-time delivery of the Work. If the Developer is required to rectify any Nonconforming Work in accordance with Contract Documents, the parties will review the Quality Management Plan to assess and determine whether changes, including increased management and oversight efforts by the Developer, to such plan are necessary to prevent such further Nonconforming Work.

Section 10.02 Right to Oversee Work

(a) The LA DOTD will have the right at all times during the Term to carry out Oversight Services with respect to all aspects of the design, permitting, financing,

acquisition, construction, installation, equipping, maintenance, repair, preservation, modification, operation, management and administration of the Project. The LA DOTD's Oversight Services will not impact the LA DOTD's right to rely on the Developer to perform its obligations pursuant to the Contract Documents.

(b) The Developer will fully cooperate with the LA DOTD to facilitate the LA DOTD's performance of Oversight Services. In the course of performing Oversight Services, the LA DOTD will use reasonable efforts to minimize the effect and duration of any disruption to or impairment of the Work or the Project.

Section 10.03 LA DOTD Access and Inspection

The LA DOTD, the FHWA, and their respective authorized agents will have access at all times and for any reason to enter upon, inspect, sample, measure and physically test any part of the Project or the Project Right of Way, as well as any materials, supplies, machinery and equipment to be incorporated into or used in construction, operation or maintenance of the Project. Upon the Developer's request, the LA DOTD will provide the Developer with the results of any such test or inspections subject to any protections from disclosure under applicable Law.

Section 10.04 Compensation for Oversight Services

(a) Except as otherwise expressly provided in this Agreement, the LA DOTD will not be compensated for its Oversight Services.

(b) Notwithstanding the provisions in Section 10.04(a), if at any time the Developer has failed to perform any of its design, construction, operating or maintenance obligations in any material respect then, in addition to other remedies available pursuant to the Contract Documents, the LA DOTD, with written notice to the Developer given concurrently with the increase in the LA DOTD's monitoring or as soon as practicable thereafter, is entitled to adequately and appropriately increase the level of its monitoring of the Project and the Developer's compliance with its design, construction, operation and maintenance obligations pursuant to the Contract Documents, until such time as the Developer has demonstrated to the LA DOTD's reasonable satisfaction that it will perform and is capable of performing its design, construction, operation and maintenance obligations pursuant to the Contract Documents. The Developer will compensate the LA DOTD for all Allocable Costs incurred by the LA DOTD as a result of such increased level of monitoring from and after the date on which such increased level of monitoring begins; provided that the Developer will not be required to pay the LA DOTD's Allocable Costs for increased monitoring to the extent that such costs have otherwise been paid by the Developer through liquidated damages for the amounts to be paid by the Developer under this Agreement.

(c) If the LA DOTD increases its monitoring or oversight as permitted in this Agreement, then the LA DOTD will give notice of such increased level of monitoring as provided in Section 10.04(b). Within 21 Days following the day on which increased monitoring activities begin, the LA DOTD will provide the Developer with a budget for its increased oversight and/or monitoring activities which sets out its total proposed costs in reasonable

detail. If there is a change in circumstances in the oversight activities or the events which precipitated them occurs following the submission of the LA DOTD's initial budget, then the LA DOTD will provide a revised budget, which budget will detail any increased costs.

(d) The Developer may submit a cure plan describing specific actions the Developer will undertake to improve its performance and avoid the need for increased monitoring, which the LA DOTD may accept or reject.

Section 10.05 LA DOTD Review of Submittals

(a) General. This Section 10.05 sets forth the terms and procedures that govern all Submittals to the LA DOTD pursuant to the Contract Documents or Project Management Plan and component plans thereunder. Submittals will be submitted in accordance with and within the time frames and sequence set forth in the approved Project Schedule.

(b) Time for Review.

(i) Whenever the LA DOTD is entitled to review and comment on, or to affirmatively approve, a Submittal, the LA DOTD will have a period of ten Business Days to act after the date it receives an accurate and complete Submittal; provided that if any provision of the Contract Documents expressly provides a longer or shorter period for the LA DOTD to act, such period will control over the foregoing ten Business Days period.

(ii) The time period to act on a Submittal will not begin until the LA DOTD receives an accurate and complete Submittal, as reasonably determined by the LA DOTD. The LA DOTD will have the right to return to the Developer any inaccurate or incomplete Submittals for revision, and will notify the Developer if a Submittal is inaccurate or incomplete within ten Business Days of receipt of such Submittal.

(iii) If at any given time the LA DOTD is in receipt of Submittals in excess of the limits set forth in Technical Provisions, the LA DOTD may reasonable extend the applicable time period for it to act to accommodate the Submittals, and no such extension will constitute a Delay Event, Compensation Event or other basis for any Claim.

(iv) During any time that the LA DOTD increases its Oversight Services under Section 10.04(b), the LA DOTD may reasonably extend the applicable time period for it to act to accommodate the increased Oversight Services, and no such extension will constitute a Delay Event, Compensation Event or other basis for any Claim.

(c) LA DOTD Approvals. Whenever the Contract Documents indicate that a Submittal or other matter is subject to the LA DOTD's approval, the Developer will not proceed with the applicable portion of the Work until the Submittal is approved by the LA DOTD.

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(d) LA DOTD Review and Comment. Whenever the Contract Documents indicate that a Submittal or other matter is subject to the LA DOTD's review, comment, review and comment, disapproval or similar action not entailing a prior approval and the LA DOTD delivers no comments, exceptions, objections, rejections or disapprovals within the applicable time period, then the Developer may proceed thereafter at its election and risk, without prejudice to the LA DOTD's rights to later object or disapprove. No such failure or delay by the LA DOTD in delivering comments, exceptions, objections, rejections or disapprovals within the applicable time period will constitute a Delay Event, Compensation Event or other basis for any Claim. When used in the Contract Documents, the phrase "completion of the review and comment process" or similar terminology means either (i) the LA DOTD has reviewed, provided comments, exceptions, objections, rejections or disapprovals, and all the same have been resolved, or (ii) the applicable time period has passed without the LA DOTD providing any comments, exceptions, objections, rejections or disapprovals.

(e) Submittals Not Subject to Prior Review, Comment or Approval. Whenever the Contract Documents indicate that the Developer is to deliver a Submittal to the LA DOTD but express no requirement for the LA DOTD review, comment, disapproval, prior approval or other LA DOTD action, then the Developer is under no obligation to provide the LA DOTD any period of time to review the Submittal or obtain approval of it before proceeding with further Work, and the LA DOTD will have the right, but is not obligated, to at any time review, comment on, take exception to, object to, reject or disapprove the Submittal. The failure or delay by the LA DOTD in delivering comments, exceptions, objections, rejections or disapprovals with respect to the Submittal does not constitute a Delay Event, Compensation Event or other basis for any Claim.

(f) Resolution of LA DOTD Comments and Objections.

(i) The Developer will respond to, and make modifications to the Submittal as necessary to fully reflect and resolve, all comments and objections to a Submittal by the LA DOTD that are based on the following grounds: (A) the Submittal fails to comply with any applicable provision of the Contract Documents or Project Management Plan and component plans thereunder; (B) the Submittal is not to a standard equal to or better than the requirements of Good Industry Practice; (C) the Developer has not provided all required information; or (D) implementation of the Submittal would result in a conflict with or violation of any Law or Governmental Approval. The foregoing does not obligate the Developer to incorporate any comments or resolve objections that would render the Submittal erroneous, defective or less than Good Industry Practice, except pursuant to a LA DOTD Change.

(ii) The LA DOTD may also provide comments and objections that reflect concerns regarding interpretation or preferences of the commenter or that otherwise do not directly relate to grounds set forth in Section 10.05(f)(i). The Developer will use reasonable efforts to accommodate or otherwise resolve any such comments or objections. However, the foregoing does not obligate the Developer to incorporate any comments or resolve objections that are not

reasonable and would result in a delay to a Critical Path on the Project Schedule, in an increase in the Developer's costs or a decrease in Toll Revenues, except pursuant to a LA DOTD Change.

(iii) If the Developer does not accommodate or otherwise resolve any comment or objection, the Developer will deliver to the LA DOTD, within 30 Days after receipt of the comment or objection, an explanation why modifications based on such comment or objection are not required, including the facts, analyses and reasons that support the conclusion. The Developer's failure to provide such explanation with such 30-Day period will constitute the Developer's agreement to make all changes necessary to accommodate or resolve the comment or objection and the Developer's full acceptance of all responsibility for such changes without the right to claim a Delay Event, Compensation Event or other Claim. If there continues to be disagreement about any comment or objection, or the accommodation or resolution thereof, after the Developer delivers its explanation, the parties will attempt in good faith to resolve the Dispute. If the parties are unable to resolve the Dispute, it will be resolved in accordance with ARTICLE 20, except if the LA DOTD elects to issue a Directive Letter pursuant to Section 13.02(d) with respect to the disputed matter, the Developer will proceed in accordance with the LA DOTD's directive while retaining any Claim as to the disputed matter.

Section 10.06 Limitations on the Developer's Right to Rely

(a) The Developer expressly acknowledges and agrees that the LA DOTD's rights under the Contract Documents:

(i) to review, comment on, approve, disapprove and/or accept any Submittals, construction, equipment, installation, books, records, reports or statements, or documents pertaining to Developer Debt and Financing Assignments,

(ii) to review, comment on and approve or disapprove qualifications and performance of, and to communicate with, Contractors, and

(iii) to perform Oversight Services,

exist solely for the benefit and protection of the LA DOTD, do not create or impose upon the LA DOTD any standard or duty of care toward any Developer Party, all of which are hereby disclaimed, may not be relied upon, nor may the LA DOTD's exercise or failure to exercise any such rights be relied upon, nor may the LA DOTD's exercise or failure to exercise any such rights be asserted, against the LA DOTD by the Developer as a defense, legal or equitable, to the Developer's obligation to fulfill such standards and requirements; provided, that the foregoing will not limit the LA DOTD's liabilities or obligations for Delay Events and Compensation Events pursuant to this Agreement.

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(b) To the maximum extent permitted by Law, and subject to the provisions of this Agreement, the Developer hereby releases and discharges the LA DOTD from any and all duty and obligation to cause permitting, Project Right of Way acquisition, Utility Relocation, construction, equipping, operations, maintenance, policing, renewal, replacement, traffic management or other management of or for the Project or the Project Right of Way, by the LA DOTD, to satisfy the standards and requirements set forth in the Contract Documents that have been allocated to the Developer hereunder; provided that the foregoing will not limit the LA DOTD's liability or obligations for Delay Events and Compensation Events under this Agreement.

(c) No rights of the LA DOTD described in Section 10.06(a), no exercise or failure to exercise such rights, no failure of the LA DOTD to meet any particular standard of care in the exercise of such rights, no issuance of permits or certificates of completion or acceptance and no Final Acceptance or any Project Enhancement will:

(i) relieve the Developer from performance of the Work or of its responsibility for the selection and the competent performance of its Contractors;

(ii) relieve the Developer of any of its obligations or liabilities under the Contract Documents;

(iii) be deemed or construed to waive any of the LA DOTD's rights and remedies under the Contract Documents; or

(iv) be deemed or construed as any kind of representation or warranty, express or implied, by the LA DOTD, except as expressly noted therein.

(d) Notwithstanding the provisions in Section 10.06(a) through Section 10.06(c), (i) the Notice to Proceed, Partial Acceptance Certificate, and Final Acceptance Certificate will be binding on the LA DOTD and the Developer will be entitled to rely thereon; provided, however, that the delivery of such notice and certificates will not constitute a waiver by the LA DOTD of any breach of this Agreement by the Developer or relieve the Developer of any of its obligations under the Contract Documents; and (ii) the LA DOTD's review and approval of plans and specifications for the Project will be in accordance with L.R.S. § 2084.6.A(2).

Section 10.07 Suspension of the Work

(a) The LA DOTD will have the right and authority, without liability to the Developer, to suspend any affected portion of the Work by written order to the Developer for the following reasons:

(i) to comply with any court order or judgment;

(ii) to protect against a risk to the public health, safety or welfare, including to workers, other personnel or the general public from unsafe or dangerous conditions on the Project caused by the Work;

- (iii) with respect to Nonconforming Work, as provided in Section 8.12(b)(ii);
- (iv) failure of the Developer to comply with any Law or Governmental Approval;
- (v) failure of the Developer to provide proof of required insurance coverage or to provide or maintain the required Performance Security; and
- (vi) failure of the Developer to carry out and comply with Directive Letters.

(b) The LA DOTD will lift the suspension order promptly after the circumstance or condition giving rise to the suspension is remedied or no longer exists.

(c) The Developer will comply with such suspension order; provided, however, that the Developer will have the right to dispute its liability for such suspension order by written notice to the LA DOTD, which notice will provide supporting information for the Developer's position. Unless directed otherwise by the LA DOTD after receipt of such notice, the Developer will carry out the Work required by the LA DOTD. If it is determined in accordance with the dispute resolution procedures in ARTICLE 20 that the Developer was in compliance with its obligations under this Agreement, then the suspension order and any additional Work required by the LA DOTD will be treated as a LA DOTD Change pursuant to Section 13.02.

(d) The issuance of a suspension order will not affect the Developer's rights to cure or correct any such incidents giving rise to the issuance of the suspension order in accordance with this Agreement.

ARTICLE 11.

PROJECT ENHANCEMENTS AND SAFETY COMPLIANCE ORDERS

Section 11.01 Project Enhancements by the Developer

The Developer will have the right, at its sole cost and expense, at any time, to design, develop, construct, operate and maintain Developer Project Enhancements within the Project Right of Way, including any fundamental change in the dimensions, character, quality, location or position of all or any part of the Project; provided, that the Developer will not undertake any such Project Enhancements unless all aspects thereof are approved in writing by the LA DOTD in its sole discretion, and the Developer has entered into a Development Contract with the LA DOTD with respect to such Developer Project Enhancement.

Section 11.02 Project Enhancements by the LA DOTD

(a) The LA DOTD will have the right from time to time, at its sole cost and expense, to design, develop, construct, operate and maintain LA DOTD Project Enhancements.

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The LA DOTD will have the right to design, develop, construct, operate and maintain LA DOTD Project Enhancements through one or more of the following mechanisms, as the LA DOTD selects from time to time in its sole discretion:

- (i) use by the LA DOTD of its own personnel, materials and equipment;
- (ii) contracting with third parties through requests for proposals, competitive bids, negotiations or any other lawful procurement process; and
- (iii) authorizing and directing the Developer, at the LA DOTD's sole cost and expense, to undertake the LA DOTD Project Enhancements, through contracting for necessary traffic and revenue studies and all necessary planning, design, engineering, permitting, financial, right-of-way acquisition services, Utility Relocation, construction, installation, project management, operation, maintenance, repair and other work and services.

(b) If the LA DOTD authorizes and directs the Developer to undertake a LA DOTD Project Enhancement pursuant to Section 11.02(a)(iii), then, subject to the Developer's right to claim Developer Damages, the Developer will implement such Project Enhancement in accordance with the terms and provisions of this Agreement, and the Project Enhancement will be deemed a part of the Project and will become subject to all the terms and provisions of this Agreement as of the date the Developer is required to assume such responsibility pursuant to this Section 11.02(b).

(c) The LA DOTD will have the right to enter upon the Project and the relevant rights of way for any purpose relating to LA DOTD Project Enhancements under this Section 11.02.

(d) The LA DOTD will have the right at any time to perform planned and emergency maintenance, renewal and replacement, safety and repair activities on existing and new facilities adjacent to or near the Project regardless of the impact of such activities on the Project; provided that

- (i) the LA DOTD will use reasonable commercial efforts to keep the Developer informed of planned maintenance, renewal and replacement and repair activities which can reasonably be foreseen to impact activities on the Project; and
- (ii) the LA DOTD will provide to the Developer copies of and other information concerning the LA DOTD's then current maintenance, renewal and replacement and repair program, upon the Developer's reasonable request.

(e) If the LA DOTD and the Developer jointly agree to undertake Project Enhancements, the parties will amend this Agreement as appropriate to reflect the joint Project Enhancements and payment mechanisms thereof.

Section 11.03 Safety Compliance Orders

(a) The LA DOTD may, but is not obligated to, issue Safety Compliance Orders to the Developer at any time; provided, that no Safety Compliance Order may in any event order or direct the Developer to do any act in violation of any Law. Compliance with a Safety Compliance Order by the Developer, to the extent it conflicts with another obligation of the Developer under this Agreement, will not be deemed a default by the Developer under the provisions of this Agreement.

(b) The LA DOTD will use good faith efforts to inform the Developer at the earliest practicable time of any circumstance or information relating to the Project which in the LA DOTD's reasonable judgment is likely to result in a Safety Compliance Order. Except in the case of an Emergency, the LA DOTD will consult with the Developer, prior to issuing a Safety Compliance Order concerning the risk to public or worker safety, alternative compliance measures, cost impacts and the availability of Developer resources to fund the Safety Compliance Work. The LA DOTD may, in its discretion, monitor and inspect the Project at any time and from time to time for the purposes of determining whether any circumstances exist that warrant issuance of a Safety Compliance Order and giving the LA DOTD and the Developer reports and recommendations related to such matters.

(c) If the LA DOTD issues a Safety Compliance Order, the Developer will proceed, at its sole cost and expense, with the necessary environmental, design and construction Work to carry out the Safety Compliance Order as follows:

(i) if the Safety Compliance Order is of the type described in clause (a) of the definition of that term, the Developer will proceed expeditiously; and

(ii) if the Safety Compliance Order is of the type described in clause (b) of the definition of that term, the Developer will carry it out in accordance with the procedures adopted by the LA DOTD for carrying out similar work on similar portions of the State Highways.

(d) The Developer will have the right to dispute a Safety Compliance Order by providing written notice to the LA DOTD within 21 Days of the issuance of the Safety Compliance Order setting forth the Developer's Claim that no condition exists to justify the disputed Safety Compliance Order and the Developer's estimate of impact costs, Gross Revenues and the construction schedule, if applicable. The Developer will nevertheless implement the Safety Compliance Order, but if it is finally determined in accordance with the dispute resolution procedures in ARTICLE 20 that (i) conditions warranting the Safety Compliance Order did not exist or (ii) the Developer performed the Work at issue in compliance with the Contract Documents, Good Industry Practice, Governmental Approvals, and Law, then the Safety Compliance Order will be treated as a LA DOTD Change pursuant to Section 13.02.

Section 11.04 Development of Other Facilities

(a) Subject to Section 11.02 and Section 11.05, the State Parties will have the unlimited right, at any time and without liability, to finance, develop, approve, construct,

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expand, improve, modify, upgrade, add capacity to, reconstruct, rehabilitate, restore, renew and replace any existing and new transportation or other facilities and exercise all of its authority to advise and recommend on transportation planning, development and funding, and to otherwise improve roadways and structures near or adjacent to the Project (collectively, the “State Projects”); provided that:

(i) the LA DOTD will use diligent efforts to keep the Developer informed of planned maintenance, renewal and replacement and repair activities of the State Projects, which can reasonably be foreseen to impact the Work or traffic on the New Bridge; and

(ii) the LA DOTD will provide to the Developer copies of and other information concerning the LA DOTD’s then current maintenance, renewal and replacement and repair program of the State Projects, upon the Developer’s reasonable request.

(b) The State Projects include those facilities (i) owned or operated by the State Parties, including those owned or operated by a private entity pursuant to a contract with a State Party; (ii) owned or operated by a joint powers authority or similar entity to which a State Party is a member; (iii) owned or operated by any other Governmental Authority pursuant to a contract with a State Party, including, without limitation, regional mobility authorities, joint powers authorities, parishes, and municipalities and (iv) owned or operated by any other Governmental Authority with respect to which a State Party has contributed funds, in-kind contributions or other financial or administrative support. The foregoing rights include the ability to institute, increase or decrease tolls or other fees and charges on such facilities or modify, change or institute new or different operation and maintenance procedures.

(c) In no event will the taking of any action described in this Section 11.04 by a State Party (i) constitute a default by the LA DOTD pursuant to this Agreement or (ii) entitle the Developer to Developer Damages or other relief, except to the extent provided in Section 11.02 and Section 11.05; provided that: (A) if the construction activities associated with a State Project directly cause a material disruption to the construction of the Project, then such construction activities may entitle the Developer to Developer Damages or other relief as provided in this Agreement and (B) the Developer will not be entitled to Developer Damages or other relief if such material disruption is caused by a Developer Party.

Section 11.05 Alternative Facilities

(a) The Developer Damages owing from the LA DOTD to the Developer on account of an Alternative Facility will be determined in the same manner, and subject to the same conditions and limitations, as for a Compensation Event under Section 13.01, except as otherwise set forth in this Section 11.05, and will be the sole and exclusive remedy with respect to an Alternative Facility.

(b) The Developer acknowledges that the State has a paramount public interest and duty to develop and operate whatever State Projects it deems to be in the best interests of the State, and that the compensation to which the Developer is entitled on account of

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Alternative Facilities is a fair and equitable remedy. Accordingly, the Developer will not have, and irrevocably waives and relinquishes, any and all rights to institute, seek or obtain any injunctive relief or pursue any action, order or decree to restrain, preclude, prohibit or interfere with a State Party's rights to plan, finance, develop, construct, operate, maintain, toll or not toll, repair, improve, modify, upgrade, reconstruct, rehabilitate, restore, renew or replace Alternative Facilities; provided that the foregoing will not preclude the Developer from enforcing, respectively, its rights to compensation under this Section 11.05, or claiming any relief in respect of Compensation Events or Delay Events, if appropriate. The filing of any such action by the Developer seeking to restrain, preclude, prohibit or interfere with a State Party's rights will automatically entitle such State Party, as applicable, to recover all costs and expenses, including attorneys' fees, of defending such action and any appeals.

(c) The LA DOTD may, but is not obligated to, deliver to the Developer a notice of a potential Alternative Facility at any time prior to opening of the potential Alternative Facility to traffic. Such notice will include a reasonable description of the Alternative Facility, including any right of way alignments, number of lanes, location, and other pertinent features.

(d) If the LA DOTD delivers such notice to the Developer, the Developer will deliver to the LA DOTD (within 90 Days of receipt of such notice from the LA DOTD) notice of any Claim attributable to the potential Alternative Facility, which shall include a preliminary traffic and revenue study and analysis showing the projected effects (including data on past Toll Revenues and projected future Toll Revenues with and without the potential Alternative Facility) and a reasonably detailed statement quantifying such effects. If the Developer fails to timely deliver such notice of claim, the Developer will be deemed to have irrevocably and forever waived and released any claim or right to compensation for any adverse effect on Toll Revenues attributable to the construction, operation, and use of the subject potential Alternative Facility or any Alternative Facility that is not substantially different from the potential Alternative Facility. For this purpose, an Alternative Facility will be considered "substantially different" from the subject potential Alternative Facility if (i) the route is substantially different; (ii) the number of lanes is different; (iii) other special purpose or restricted use lanes is different or their length is substantially different; (iv) the total length is substantially different; (vii) the number of access points to the Alternative Facility is different or the design capacity of access points to the Alternative Facility is substantially different, or (viii) there are other differences similar in scale or effect to the foregoing differences. At the Developer's request within such 90-Day period, the LA DOTD will grant reasonable extensions of time, not to exceed 60 additional Days, for the Developer to deliver the notice of Claim, so long as the Developer is making good faith, diligent progress in completing its traffic and revenue analysis and Toll Revenue impact analysis.

(e) Regardless of whether the LA DOTD delivers a notice under Section 11.05(c), the Developer will not assert, and will be deemed to have irrevocably and forever waived and released any Claim or other right to compensation for any adverse effect, past or future, on Toll Revenues attributable to the Alternative Facility upon and after the first anniversary of the opening of traffic operations thereon.

ARTICLE 12.

DELAY EVENTS

Section 12.01 Delay Event Notice and Determination

(a) Delay Event Notice. If the Developer is affected by a Delay Event, it will give written notice to the LA DOTD within 10 Days following the date on which the Developer first became aware (or should have become aware, using all reasonable due diligence) that an event has occurred and that it is or will become a Delay Event; provided that in the case of the same Delay Event being a continuing cause of delay, only one notice will be necessary (“Delay Event Notice”). Such Delay Event Notice will include (i) a detailed description of the Delay Event, (ii) details of the circumstances from which the Delay Event arises, and (iii) an estimate of the duration of the delay in the performance of obligations pursuant to this Agreement attributable to such Delay Event and information in support thereof, if known at that time. In the event the information required under clauses (ii) and (iii) of this Section 12.01(a) are not known at the time of the Delay Event Notice, such information will be included with the Developer’s claim submitted in accordance with Section 12.01(b)(i). The Developer will also provide such further information relating to the Delay Event as the LA DOTD may reasonably require. The Developer will bear the burden of proving the occurrence of a Delay Event and the resulting impacts.

(b) Written Claim and LA DOTD Response.

(i) Within 21 Days following the date on which the Developer first became aware (or should have become aware, using all reasonable due diligence) that a Delay Event has occurred, the Developer will submit a claim in writing to the LA DOTD requesting the relief, if any, the Developer seeks as a result of the Delay Event. After submitting its written claim, the Developer will provide any additional information relating to the Delay Event that the LA DOTD may reasonably require.

(ii) If the written claim also seeks monetary relief (because the Delay Event is also a Compensation Event), the written claim must also provide the information required under Section 13.01(a)(i) and will be treated as a Compensation Event Notice subject to the remaining provisions of Section 13.01(a).

(iii) If the written claim seeks only non-monetary relief then, within 45 Days of receiving the Developer’s written claim, the LA DOTD will issue a written response granting or denying, in full or in part, the Developer’s claim. If the LA DOTD fails to respond within the 45-Day period, the claim will be deemed denied. Thereafter, if there is a dispute relating to the LA DOTD’s response, or failure to respond, either party will be entitled to refer the matter to the dispute resolution procedures in ARTICLE 20 within 30 Days of the denial or deemed denial, otherwise, the claim will be released, extinguished and forever barred.

(c) Other Requirements.

(i) The Developer's complete compliance with Section 12.01(a) and Section 12.01(b) are conditions precedent to filing a claim for a Delay Event. If for any reason the Developer fails to deliver a Delay Event Notice or claim within the applicable time period, the Developer will be deemed to have irrevocably and forever waived and released any Claim or right to time extensions or any other relief with respect to such Delay Event pursuant to this Agreement.

(ii) Upon the occurrence of any Delay Event, the Developer will promptly undertake efforts to mitigate the effects of such Delay Event, including all steps that would generally be taken in accordance with Good Industry Practice. The Developer will promptly deliver to the LA DOTD an explanation of the measures being undertaken to mitigate the delay and other consequences of the Delay Event.

(iii) Notwithstanding the occurrence of a Delay Event, the Developer will continue its performance and observance pursuant to this Agreement of all of its obligations and covenants to be performed to the extent that it is reasonably able to do so and will use its reasonable efforts to minimize the effect and duration of the Delay Event. Without limiting the foregoing, the occurrence of a Delay Event will not excuse the Developer from timely payment of monetary obligations pursuant to this Agreement, from compliance with Law, or from compliance with the Technical Provisions, except temporary inability to comply with the Technical Provisions as a direct result of the Delay Event.

(iv) Subject to the Developer complying with the notice and claim submission requirements of this Section 12.01, a Delay Event will excuse the Developer from the performance that is prevented or delayed by the Delay Event, but only to the extent set forth in Section 12.02 and Section 12.03.

Section 12.02 Delay Events Prior to Final Acceptance

A Delay Event occurring prior to Final Acceptance will excuse the Developer from performance of its obligations to perform the Work pursuant to this Agreement, but only for such duration and to the extent that such obligations are directly and adversely affected by such Delay Event. In addition, prior to Final Acceptance, extensions of milestones and/or activities identified on the Project Baseline Schedule for Delay Events affecting the Work will be made based on a time impact analysis, using the then current Project Baseline Schedule and taking into account impacts of the Delay Events on Critical Path items, in accordance with the Technical Provisions, and will extend, as applicable, the Partial Acceptance Deadline and the Final Acceptance Deadline. If the LA DOTD and the Developer cannot agree upon the extension, then either party will be entitled to refer the matter to the dispute resolution procedures in ARTICLE 20.

Section 12.03 Delay Events After Final Acceptance

A Delay Event occurring after Final Acceptance will excuse the Developer from performance of its obligations to perform the Work pursuant to this Agreement, but only for such duration and to the extent that such obligations are directly and adversely affected by such Delay Event.

Section 12.04 Duty to Avoid and Mitigate

The Developer will have the duty to avoid delays and impacts to the Work and mitigate any delays and impacts to the Work caused by a Delay Event.

ARTICLE 13.

**COMPENSATION EVENTS; LA DOTD CHANGES;
NET COST SAVINGS; POSITIVE NET REVENUE IMPACT**

Section 13.01 Compensation Events

For Delay Events that are also Compensation Events, the Developer must first comply with the requirements of Section 12.01(a), and the Developer will not be required to submit a separate Compensation Event Notice for an event that is covered by a written claim under Section 12.01(b); provided that such written claim provides the information required under Section 13.01(a)(i). For all other Compensation Events, the Developer must comply with each of the requirements of this ARTICLE 13.

(a) Compensation Event Notice.

(i) If the Developer is affected by a Compensation Event, it will give written notice to the LA DOTD within 21 Days following the date on which the Developer first became aware (or should have become aware, using all reasonable due diligence) that an event has occurred and that it is or will become a Compensation Event (“Compensation Event Notice”). The Compensation Event Notice will set forth (A) the Compensation Event and its date of occurrence in reasonable detail, (B) the amount claimed as Developer Damages and (C) details of the calculation thereof including a written analysis and calculation of the estimated Net Cost Impact, if any, and estimated Net Revenue Impact, if known at that time; provided that if the amount of Developer Damages and details of the calculation thereof are not available within the 21-Day notice period required herein, the Developer will submit an estimate of the amount, or if known, the actual amount claimed as Developer Damages and details of the calculation thereof no later than 60 Days from submission of the Compensation Event Notice.

(ii) If, for any reason, the Developer fails to deliver such written Compensation Event Notice within the foregoing time period, the Developer will be deemed to have irrevocably and forever waived and released any Claim or

right to Developer Damages or other adverse effects on Gross Revenues or on costs, expenses and liabilities attributable to such Compensation Event.

(iii) After the Developer submits a Compensation Event Notice, the LA DOTD may, but is not required to, obtain, at its sole cost, (A) a comprehensive report as to the Developer's estimate of the Net Cost Impact attributable to the Compensation Event and (B) from a traffic and revenue consultant a traffic and revenue study, prepared in accordance with Good Industry Practice, analyzing and calculating the estimated Net Revenue Impact attributable to the Compensation Event. Within 45 Days after receiving a Compensation Event Notice and the supporting documentation required by Section 13.01(a)(i), the LA DOTD will provide to the Developer a copy of such reports as it has elected to obtain, and the LA DOTD will issue a written response granting or denying, in full or in part, the Developer's requested relief. If the LA DOTD fails to respond within the 45-Day period, the claim will be deemed denied. If the LA DOTD disagrees with the entitlement to or amount of Developer Damages claimed by the Developer, the Developer and LA DOTD will commence good faith negotiations to resolve the Dispute within 30 Days after the LA DOTD's written response or deemed denial. If the Dispute cannot be resolved within such 30 Days, either party may submit the Dispute for resolution pursuant to ARTICLE 20 within an additional 30 Days, otherwise, the claim will be released, extinguished and forever barred.

(b) Developer Damages Determination.

(i) Developer Damages with respect to any Compensation Event will be calculated based on the sum of (A) any adverse Net Cost Impact and (B) any adverse Net Revenue Impact for each year that there is an impact attributable to such Compensation Event; provided, that, subject to Section 13.01(c), any Net Cost Savings and positive Net Revenue Impact attributable to such Compensation Event will be used to decrease the amount of Developer Damages. The calculation of Developer Damages will be based on the difference in the projected cost and revenue related to the Project immediately prior to the occurrence of the Compensation Event and the projected cost and revenue related to the Project after taking into account the impact of the Compensation Event.

(ii) Following the calculations pursuant to Section 13.01(b)(i), the Developer will incorporate such calculations into the proposed Base Case Financial Model Update and will provide such proposed Base Case Financial Model Update to the LA DOTD pursuant to ARTICLE 6.

(iii) The Developer Damages will be net of all applicable insurance deductibles and self-insured retentions, as well as proceeds payable to and collectable by the Developer or its Contractors associated with the Compensation Event (or that would have been payable to the Developer or its Contractors but for the failure by the Developer or its Contractors to comply with the insurance requirements set forth in ARTICLE 16).

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(iv) During the 45-Day period referred to in Section 13.01(a)(iii), the Developer will conduct all discussions and negotiations with the LA DOTD to determine any Developer Damages and will share with the LA DOTD all data, documents and information pertaining thereto, on an Open Book Basis. As part of such negotiations, the parties will continue to refine and exchange, on an Open Book Basis, plans, drawings, configurations and other information related to the Compensation Event, traffic and revenue data, information, analyses and studies and financial modeling and quantifications of projected Net Cost Impacts, Net Revenue Impacts or Net Cost Savings, if any.

(v) The Developer will take all steps reasonably necessary to mitigate the amount of the Developer Damages attributable to, and other consequences of, any Compensation Event, including all steps that would generally be taken in accordance with Good Industry Practice, including filing a timely claim for insurance and pursuing such claims.

(vi) If the Developer and the LA DOTD are unable to agree upon the amount of the Developer Damages within 120 Days after the delivery of the Compensation Event Notice, then either party, by written notice to the other party, may terminate the negotiations and request the Dispute be resolved in accordance with ARTICLE 20.

(c) Compensation Event Payment. Following a determination of the Developer Damages pursuant to Section 13.01(b), the LA DOTD will compensate the Developer for such Developer Damages in such manner as agreed upon by the parties in writing or as may be determined through the dispute resolution procedures set forth in ARTICLE 20; provided, that:

(i) in the case of any lump sum payment of the Developer Damages or any other payment schedule that differs from the projected timing of the Developer Damages, the net present value of the Developer Damages will be determined using the then appropriate risk adjusted discount rate(s), as agreed between the parties; and

(ii) the amount and timing of payment of Developer Damages related to a Compensation Event will take into account the ability of the Developer, *first*, to obtain funding in relation to such Developer Damages in accordance with Section 13.01(d) and, *second*, to have funds available in such time and in such amounts as are required to make current payments to third parties in respect of any portion of Net Cost Impact related to such Compensation Event.

(d) Developer Funding of Developer Damages. If requested by the LA DOTD, the Developer will use commercially reasonable efforts to obtain funding for a portion or the full amount of Developer Damages; provided, however, that the Developer will not be obligated to obtain such funding if the Developer, in its reasonable discretion, determines that obtaining such funding will diminish the Project Value, or to the extent such funding, combined with any payments from the LA DOTD, will not make funds available in such time and in such

amounts as are required to make current payments to third parties as they are due or will become due in respect of any portion of Net Cost Impact included as part of such Developer Damages. If the Developer is able to obtain funding for all or part of the Developer Damages, the Developer will submit a funding proposal for the LA DOTD's review and approval. Such funding proposal will identify the terms and conditions required to secure funding for such Developer Damages, including any proposed payments by the LA DOTD. The LA DOTD will reject or accept the funding proposal within 30 Days of receipt of the funding proposal. If the funding proposal is accepted by the LA DOTD, the LA DOTD will issue a Change Order to implement the funding proposal and, to the extent such funding proposal secures financing for less than 100% of the Developer Damages, the Change Order will provide funding for the remainder thereof on terms and conditions mutually agreed by the parties. If the funding proposal is rejected by the LA DOTD, the Developer and the LA DOTD will continue negotiations in good faith and, if the parties cannot reach an agreement, the funding of Developer Damages will be subject to the dispute resolution procedures described in ARTICLE 20.

(e) Release of Claims. As a condition precedent to the LA DOTD's obligation to compensate any portion of the Developer Damages, following a determination of the Developer Damages, the Developer will execute a full, unconditional, irrevocable release, in form reasonably acceptable to the LA DOTD, of any Claims, Losses or other rights to compensation or other monetary relief associated with such Compensation Event, except for (A) the Claim and right to the subject Developer Damages, (B) the Developer's right to non-monetary relief for a Delay Event and (C) the right to terminate this Agreement in accordance with ARTICLE 19 and to receive any applicable termination compensation.

Section 13.02 LA DOTD Changes

(a) LA DOTD's Right to Issue Change Orders. The LA DOTD may, at any time and from time to time during the Term, authorize and/or require changes in the Work pursuant to a Change Order or in the terms and conditions of the Technical Provisions; provided, however, that the LA DOTD has no right to require any change that:

- (i) would result to a material and adverse health or safety issue; or
- (ii) would cause the Developer to violate the terms or conditions of any Project Financing Agreement.

(b) Request for Change Proposal.

(i) If the LA DOTD desires to initiate a LA DOTD Change, then the LA DOTD will issue a Request for Change Proposal. The Request for Change Proposal will set forth the nature, extent and details of the proposed LA DOTD Change.

(ii) Within 30 Days after the Request for Change Proposal, the Developer will provide the LA DOTD with a written response ("Change Proposal"), as to whether, in the Developer's opinion, the LA DOTD Change constitutes a Compensation Event, and if so, (A) a detailed assessment of the Net

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Revenue Impacts and Net Cost Impacts, to the extent known at that time, (B) the effect of the proposed LA DOTD Change on the Developer's performance of its obligations pursuant to this Agreement, to the extent known at the time, (C) the proposed Base Case Financial Model Update and (D) a Time Impact Analysis, if applicable.

(iii) Within 30 Days following the delivery of the Change Proposal, the Developer and the LA DOTD will exercise good faith efforts to negotiate a mutually acceptable Change Order.

(c) Developer Performance of LA DOTD Change. The Developer will perform the work required to implement the LA DOTD Change in a timely manner; provided that:

(i) a Change Order setting forth, among other things, the adjusted scope of the Work and adjustments to the Project Baseline Schedule and the Technical Provisions, if applicable, will have been mutually agreed upon between the LA DOTD and the Developer and issued by the LA DOTD;

(ii) the LA DOTD and the Developer (if applicable) will have identified sufficient funds that may be made available to the Developer to perform the work required to implement the LA DOTD Change; and

(iii) all necessary Governmental Approvals to commence the Work required to implement the LA DOTD Change have been obtained.

(d) Disputed Work.

(i) If the parties agree that the Work in question constitutes a LA DOTD Change and are unable to reach an agreement on a Change Order, the LA DOTD may deliver to the Developer a Directive Letter, directing the Developer to proceed with the performance of the Work in question, notwithstanding such disagreement. Such Directive Letter will include any changes to the Technical Provisions, if applicable, necessary to proceed with the Work covered by the Directive Letter.

(ii) If the parties disagree whether the Work in question constitutes a LA DOTD Change, the LA DOTD will have the right to issue a Directive Letter, directing the Developer to proceed with the performance of the Work in question, and the Developer will proceed with such work. Such Directive Letter will include any changes to the Technical Provisions necessary to proceed with the Work covered by the Directive Letter.

(iii) Upon receipt of a Directive Letter under Section 13.02(d)(i) or Section 13.02(d)(ii), the Developer will implement and perform the Work in question as directed by the LA DOTD.

(iv) To the extent there are any Disputes related to any Directive Letter issued under this Section 13.02(d), such Disputes will be subject to the dispute resolution procedures set forth in ARTICLE 20.

(e) Payments Pending Directive Letter. If the LA DOTD issues a Directive Letter to the Developer pursuant to Section 13.02(d), the Developer will continue to perform the Work and LA DOTD will continue to satisfy its payment obligations to Developer pending the final resolution of any dispute or disagreement between Developer and LA DOTD pursuant to the dispute resolution procedures set forth in ARTICLE 20.

Section 13.03 Net Cost Savings or Positive Net Revenue Impact

(a) If the LA DOTD believes a Net Cost Saving or positive Net Revenue Impact exists or will arise from a Compensation Event, the LA DOTD will deliver to the Developer written notice thereof. The notice will set forth (i) the Compensation Event and its date of occurrence in reasonable detail, (ii) a preliminary estimate, if then known, of the amount of the Net Cost Saving or positive Net Revenue Impact and (iii) a brief, preliminary written analysis and calculation thereof. Such notice will be brought within 30 Days after a claim for Developer Damages or, if no claim is brought by the Developer for Developer Damages, within 30 Days after the occurrence of the event or circumstance giving rise to the claim for Net Cost Saving or positive Net Revenue Impact.

(b) If the LA DOTD believes that a Compensation Event will result in a Net Cost Saving or positive Net Revenue Impact, the parties will follow the terms and procedures set forth in Section 13.01 as if they applied to the determination of the Net Cost Saving or positive Net Revenue Impact.

(c) Following a determination of the Net Cost Saving or positive Net Revenue Impact by mutual agreement or the dispute resolution procedures set forth in ARTICLE 20, the LA DOTD will be entitled to 100% of the applicable Net Cost Savings and/or positive Net Revenue Impact. The parties will select one or any combination of the following methods of compensation:

(i) through monthly payments of the Net Cost Saving or positive Net Revenue Impact in accordance with a written payment schedule determined by mutual agreement or through the dispute resolution procedures set forth in ARTICLE 20;

(ii) by a lump sum payment, payable as determined by mutual agreement or through the dispute resolution procedures set forth in ARTICLE 20;
or

(iii) in such other manner as agreed upon by the parties in writing.

ARTICLE 14.

INDEMNIFICATION

Section 14.01 Indemnities of the Developer

The Developer will defend and indemnify LA DOTD and its officers and employees from all suits, actions or claims asserted by a third-party because of injuries or damage sustained by any person or property to the extent caused by:

- (a) any failure by the Developer to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in the Contract Documents or, any breach by the Developer of its representations or warranties set forth therein;
- (b) any misconduct, negligence, error, omission or fault of a Developer Party in connection with, or in performance of, the Project;
- (c) any patent or copyright infringement or other improper appropriation or use by a Developer Party of trade secrets, patents, proprietary information, know-how, trademarked or service marked materials, equipment, devices or processes, copyright rights or inventions in connection with the Project, except to the extent the LA DOTD mandates the use of the infringing item; or
- (d) claims arising or amounts recovered under the Worker's Compensation Act or other Law.

Section 14.02 Pre-Existing Defects to Existing Bridge and Tunnel

- (a) Except as provided in Section 14.02(b), the LA DOTD will defend and indemnify the Developer from all suits, actions or claims asserted by a third party for injuries or damages sustained to any person or property as a result of a Pre-Existing Defect in the Existing Bridge and Tunnel. Prior to obtaining care, custody and control of the Existing Bridge and Tunnel in accordance with Section 9.02(a), the Developer will inspect the Existing Bridge and Tunnel and notify the LA DOTD of observable Pre-Existing Defects.
- (b) The LA DOTD will have no liability or responsibility for any third-party claims due to: (i) damage to the Existing Bridge and Tunnel caused by the breach of contract, negligence or other culpable act or omission of any Developer Party, including any damage creating a defective condition or (ii) failure by the Developer to comply with the requirements of the Contract Documents. The Developer will indemnify the LA DOTD with respect to such third-party claims in accordance with Section 14.01 and damage to the Existing Bridge and Tunnel caused by any Developer Party will be repaired at the Developer's sole cost and expense.

Section 14.03 Right to Withhold and Retain Amounts Due

Any money due to the Developer as considered necessary by the LA DOTD to satisfy Developer's indemnity obligations under this Agreement may be retained and withheld by the LA DOTD, or in case no money is due, any applicable surety bond may be held until such suits, actions, or claims for injuries or damages have been settled and suitable evidence to that effect furnished to the LA DOTD, except that money due to the Developer will not be withheld when the Developer produces satisfactory evidence that adequate insurance to cover such suits, actions, or claims for injuries or damages are in effect.

ARTICLE 15.

HAZARDOUS MATERIALS

Section 15.01 General Obligations

(a) Except as otherwise specified in Section 15.02 and Section 15.03, the Developer will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport and/or disposal of any Hazardous Materials that are discovered on, in or under the Project Right of Way on which the Work is performed.

(b) If the Developer encounters any Hazardous Materials that must be managed, treated, handled, stored, monitored, remediated, removed, transported or disposed of (collectively, "Remedial Actions"), then the Developer will promptly notify the LA DOTD of the Hazardous Materials and any obligation to notify State or Federal Agencies under applicable Law. In the case of Hazardous Materials that are attributable to Known Pre-Existing Hazardous Materials, the Developer will thereafter proceed with such Remedial Actions in accordance with the Developer's Hazardous Materials Management Program. In the case of all other Hazardous Materials and to the extent not covered by the Hazardous Materials Management Program, the Developer will develop a Hazardous Materials Management Program setting out the scope of the Remedial Actions that the Developer proposes to take in relation to the relevant Hazardous Materials.

(c) The Developer will obtain all Governmental Approvals relating to Remedial Actions. Subject to Section 15.02 and Section 15.03, the Developer will be solely responsible for compliance with such Governmental Approvals and applicable Environmental Laws concerning or relating to Hazardous Materials. In carrying out Remedial Actions that are compensable by the LA DOTD pursuant to this Agreement, the Developer will not take any steps or actions which impair the LA DOTD's potential Claims for indemnity and contribution, statutory or otherwise.

(d) Unless directed otherwise by the LA DOTD, the Developer will seek to recover costs from any available reimbursement program or from any third party responsible for generating or otherwise creating or contributing to conditions that lead to the need for Remedial Action. The Developer will notify and update the LA DOTD with respect to activities undertaken pursuant to this Section 15.01(d).

(e) Except as provided in Section 15.02 and Section 15.03, the Developer will bear all costs and expenses of preparing and complying with any Hazardous Materials Management Program, of complying with Law and obtaining and complying with Governmental Approvals pertaining to Hazardous Materials, and otherwise of carrying out Remedial Actions.

Section 15.02 Pre-Existing Hazardous Materials and Third-Party Hazardous Materials

(a) The LA DOTD will pay the Developer for the Developer's Allocable Costs for Remedial Actions with respect to any Unknown Pre-Existing Hazardous Materials and Third-Party Hazardous Materials. Such Remedial Actions will be deemed a LA DOTD Change. To the extent the Developer recovers costs from any available reimbursement program or third parties with respect to Unknown Pre-Existing Hazardous Materials or Third-Party Hazardous Materials, the Developer will pay such costs to the LA DOTD, less the Allocable Costs incurred by the Developer in seeking recovery in accordance with Section 15.01(d). The Developer will furnish to the LA DOTD documentation supporting the amount recovered from any reimbursement program or third parties and the Allocable Costs incurred by the Developer in pursuing such recovery.

(b) At all times during the Term, the Developer will provide cost estimates with respect to such Remedial Actions which may be paid by the LA DOTD, for the LA DOTD's review and approval of such costs prior to proceeding with any such Remedial Actions, provided, that in the case of a sudden release of any Hazardous Materials, the Developer may take all reasonable actions necessary to stabilize and contain the release without prior submission of such cost estimates.

Section 15.03 Generator and Arranger Status

As between the Developer and the LA DOTD, (a) the LA DOTD shall not be deemed the generator under 40 C.F.R. Part 262 and the arranger under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) with respect to Hazardous Materials introduced or brought onto the Project Right of Way by a Developer Party and Third-Party Hazardous Materials (except for Hazardous Materials introduced or brought onto the Project Right of Way by the LA DOTD) and (b) the Developer shall not be deemed the generator under 40 C.F.R. Part 262 or the arranger under Section 107(a) of CERCLA with respect to Pre-Existing Hazardous Materials and Third-Party Hazardous Materials.

ARTICLE 16.

INSURANCE; PERFORMANCE SECURITY

Section 16.01 Insurance Coverage Required

(a) Required Insurance for the Construction Period. The Developer will provide and maintain at its own expense, or cause the Design-Build Contractor to provide and maintain, for the Construction Period the insurance coverages specified in Section 1 of Exhibit I.

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(b) Required Insurance for Operating Period. The Developer will provide and maintain at its own expense, or, if the Developer is not self-performing the O&M Work, cause the O&M Contractor to provide and maintain, for the Operating Period and for any time period following the Term's expiration if the Developer is required to return and perform any additional work in accordance with the terms hereof, the insurance coverages specified in Section 2 of Exhibit I.

Section 16.02 Verification of Coverage

(a) Policies.

(i) Within 2 Business Days of the execution of this Agreement, the Developer will deliver to the LA DOTD the following:

(A) A certificate of insurance with respect to each policy required to be provided by the Developer for the Construction Period; and

(B) Copies of all endorsements to the policies that set forth the required additional insureds and required amendments to the policy forms.

(ii) The LA DOTD will have no duty to pay or perform under this Agreement until such certificate(s) and endorsements, in compliance with all insurance requirements of this ARTICLE 16, have been provided. Upon the LA DOTD's request, certified, true, and exact copies of each of the insurance policies (including renewal policies) required under this ARTICLE 16 must be provided to the LA DOTD.

(b) Renewal Policies. The Developer will promptly deliver to the LA DOTD a certificate of insurance and copies of all endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificate must be delivered not less than 15 Days prior to the expiration date of any policy and must bear a notation evidencing payment of the premium therefor. If requested by the LA DOTD from time to time, certified duplicate copies of the renewal policy must also be provided.

Section 16.03 Endorsement and Waivers

All insurance policies required to be provided will contain or be endorsed to comply with the following provisions, provided that, for the Workers' Compensation policy, only Section 16.03(d) and Section 16.03(f) are applicable:

(a) For claims covered by the insurance specified herein, such insurance coverage must be primary insurance with respect to the insureds, the LA DOTD, and their respective members, directors, officers, employees, agents, and consultants and must specify that coverage continues notwithstanding the fact that the Developer or its Contractors have left the site. The Developer's insurance policies or those policies required to be maintained by its Contractors under this Agreement will protect both parties and will be the primary coverage for

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any and all losses that occur under this Agreement. Any insurance or self-insurance maintained by the State of Louisiana or the LA DOTD shall be excess and non-contributory of any other insurance policies required under this Agreement;

(b) Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others or any change in ownership of all or any portion of the Project must not affect coverage provided to the other insureds or additional insureds (and their respective members, directors, officers, employees, agents, and consultants);

(c) The insurance must apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability;

(d) Each policy must be endorsed to state that coverage will not be suspended, voided, canceled, materially modified, or reduced in coverage or in limits other than as the result of claim payments except after 30 Days' prior written notice by certified mail, return receipt requested, has been given to the LA DOTD. Such endorsement must not include any limitation of liability of the insurer for failure to provide such notice;

(e) All endorsements adding additional insureds to required policies must be on a form providing additional insureds with coverage for "completed operations";

(f) Each policy must provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of professional liability policies); and

(g) The Commercial General Liability insurance policy must be endorsed to state that coverage for subcontractor employees will not be excluded.

Section 16.04 Commercial Unavailability of Required Coverages

If, through no fault of the Developer or the applicable Contractor providing insurance coverage, any of the coverages required under this ARTICLE 16 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, the LA DOTD will work with the Developer to find commercially reasonable alternatives to the required coverages that are acceptable to the LA DOTD. The Developer will not be entitled to any additional compensation for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives.

Section 16.05 Prosecution of Claims

Unless otherwise directed by the LA DOTD in writing, the Developer will be responsible for reporting and processing all potential claims by the LA DOTD or the Developer against the insurance required to be provided under this ARTICLE 16. The Developer agrees to report timely to the insurer(s) any and all matters which may give rise to an insurance claim and to promptly and diligently pursue any and all insurance claims on behalf of the LA DOTD, whether

for defense or indemnity or both. The LA DOTD agrees to promptly notify the Developer of the LA DOTD's incidents, potential claims, and matters which may give rise to an insurance claim by the LA DOTD, to tender its defense or the claim to the Developer, and to cooperate with the Developer as necessary for the Developer to fulfill its duties under this Section 16.05.

Section 16.06 Failure to Obtain Insurance Coverage; Disclaimer

(a) If the Developer or any Contractor fails to provide insurance as required under this ARTICLE 16, the LA DOTD will have the right, but not the obligation, to purchase such insurance or to suspend the Developer's right to proceed with the Work until proper evidence of insurance is provided. Any amounts paid by the LA DOTD will, at the LA DOTD's sole option, be deducted from amounts payable to the Developer or reimbursed by the Developer upon demand, with interest thereon from the date of payment by the LA DOTD to the reimbursement date. Nothing herein will preclude the LA DOTD from exercising any other rights and remedies under this Agreement as a result of the failure of the Developer or any Contractor to satisfy its insurance obligations under this ARTICLE 16.

(b) The Developer and each Contractor has the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage which they deem advisable, whether or not specified or required under this Agreement.

Section 16.07 Performance Security

(a) Design-Build Performance Security.

(i) The Developer will furnish, or require the Design-Build Contractor to furnish, to the LA DOTD: (A) a performance bond in the amount of 100% of the value of the Design-Build Work and (B) a payment bond in the amount of 100% of the value of the Design-Build Work, securing the performance of the Design-Build Work in substantially the form set forth in Exhibit J ("Design-Build Performance Security").

(ii) If the Design-Build Performance Security is furnished by the Design-Build Contractor, the Design-Build Performance Security will name the LA DOTD as an additional obligee in accordance with the form provided in Exhibit J.

(iii) Multiple Design-Build Performance Security may be furnished; provided that: (A) each Contractor furnishing the Design-Build Performance Security has a direct Contract for the Design-Build Work with the Developer or with an Affiliate of an Equity Member; (B) each Design-Build Performance Security names the LA DOTD as an additional obligee in accordance with the form provided in Exhibit J; and (C) the Design-Build Performance Security in the aggregate amounts to 100% of the value of the Design-Build Work for the performance bonds and payment bonds.

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(b) O&M Performance Security. During the Operating Period, the Developer will furnish, or require the Maintenance Contractor to furnish, to the LA DOTD a performance bond and a payment bond to secure the Developer's obligations with respect to the maintenance work in substantially the form set forth in Exhibit K ("O&M Performance Security") and in accordance with the following:

(i) Except as provided in Section 16.07(b)(i), the O&M Performance Security will be in the amount equal to the Developer's annual budgeted amount of the maintenance work with an expiration date one year after the date of issuance. No later than 30 Days prior to the expiration date of the O&M Performance Security, the Developer will, or will require the Maintenance Contractor, to renew or replace the O&M Performance Security and deliver the same to the LA DOTD.

(ii) If the Developer fails to renew or replace the O&M Performance Security in the amount and by the date required under this Agreement, such failure will be a default under this Agreement and the LA DOTD will be entitled to exercise its rights and remedies against the Developer under the Contract Documents.

(iii) If the O&M Performance Security is furnished by the Maintenance Contractor, the O&M Performance Security will name the LA DOTD as an additional obligee in accordance with the form provided in Exhibit K.

(iv) In lieu of the performance bond required under this Section 16.07(b), the Developer may furnish an irrevocable letter of credit in a form acceptable to the LA DOTD. The letter of credit will be in an amount and for the duration set forth in Section 16.07(b)(i). No later than 30 Days prior to the expiration date of the letter of credit, the Developer will renew or replace the letter of credit and deliver the same to the LA DOTD. If the Developer fails to renew or replace the letter of credit within the time required, such failure will be a default under this Agreement and the LA DOTD will be to exercise its rights and remedies against the Developer under the Contract Documents. The LA DOTD will be the named beneficiary under the letter of credit.

(c) Additional Bonding Requirements.

(i) The Design-Build Performance Security and O&M Performance Security will be issued by a surety or insurance company that is in good standing and currently licensed to write surety bonds in the State of Louisiana by the Louisiana Department of Insurance and conform to the requirements of L.R.S. § 48:255(D).

(ii) The LA DOTD's remedies against any Design-Build Performance Security or O&M Performance Security will not be conditioned on prior resort to any other security of, or provided for the benefit of, any Developer Party. The LA DOTD agrees to forebear from exercising remedies under any Design-Build

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Performance Security or O&M Performance Security so long as the Developer, a Lender or any other obligee under the Design-Build Performance Security or O&M Performance Security is diligently pursuing remedies thereunder; provided, however, that in no event shall such forbearance by the LA DOTD exceed 150 days from the date that any obligee calls upon the Design-Build Performance Security or O&M Performance Security.

(iii) The Developer will obtain and furnish all Design-Build Performance Security and O&M Performance Security and replacements thereof at its sole cost and expense, and will pay all charges imposed in connection thereof.

(iv) In the event the LA DOTD makes a permitted assignment of its rights and interests under this Agreement, the Developer will cooperate so that concurrently with the effectiveness of such assignment, either replacement Design-Build Performance Security or O&M Performance Security for, or appropriate amendments to, the outstanding Design-Build Performance Security or O&M Performance Security will be delivered to the assignee naming the assignee as replacement obligee, at no cost to the Developer.

(v) With respect to payment bond claims under either the Design-Build Performance Security or the O&M Performance Security, the LA DOTD and Developer agree to be bound by and to comply with the requirements and procedures set forth in L.R.S. §§ 48:256.6 through 48:256.12, and the Developer agrees to include in its Subcontracts a requirement that all eligible payment bond claimants be bound by and comply with the requirements and procedures set forth in L.R.S. §§ 48:256.6 through 48:256.12.

(d) Guarantees. In the event the Developer, any Affiliate or any Lender receives from any Person a guaranty of payment or performance of any obligation(s) of a Key Member, the Developer will cause such Person to (A) expressly include the LA DOTD as a guaranteed party under such guaranty, with the same protections and rights of notice, enforcement and collection as are available to any other guaranteed party, and (ii) deliver to the LA DOTD a duplicate original of such guaranty. Such guaranty will provide that the rights and protections of the LA DOTD will not be reduced, waived, released or adversely affected by the acts or omissions of any other guaranteed party, other than through the rendering of payment and performance to another guaranteed party. The LA DOTD agrees to forebear from exercising remedies under any such guaranty so long as the Developer or a Lender is diligently pursuing remedies thereunder.

(e) Retainage Bond. The Developer waives any and all rights that the Developer may have under L.R.S. § 48:256.1.D to post a retainage bond.

ARTICLE 17.

OWNERSHIP AND ACCESS TO RECORDS

Section 17.01 Maintenance of Records

The Developer will maintain or cause to be maintained proper books, records and accounts in which complete and correct entries will be made of its transactions hereunder in accordance with GAAP or any other generally accepted accounting standards which are acceptable to the LA DOTD. Further, the Developer will maintain or cause to be maintained such books, records and accounts in accordance with applicable Law, including Laws applicable to the Project as a result of the costs of the Project being paid in part with State funds and federal-aid funds.

Section 17.02 Public Records

(a) The Developer acknowledges that any Work Product the LA DOTD owns and any document of which the LA DOTD obtains a copy that relates to the Project is subject to the Public Record Laws (L.R.S. § 44:32 et seq.). In the event of a request for disclosure of any such information, the LA DOTD will comply with Law.

(b) If the Developer believes that any Work Product or any document subject to transmittal to or review by the LA DOTD under the terms of Contract Documents contains proprietary or confidential information or trade secrets that are exempt or protected from disclosure pursuant to Law, the Developer will use its reasonable efforts to identify such information prior to such transmittal or review and the Developer and the LA DOTD will confer on appropriate means of ensuring compliance with such Law prior to transmittal or review. Upon the written request of either party, the Developer and the LA DOTD will mutually develop a protocol for the transmittal, review and disclosure of Work Product or other documents produced or obtained by the Developer so as to avoid violations of any Law and to protect, consistent with the requirements of Law, appropriate information from disclosure.

Section 17.03 Ownership of Work Product

(a) All Work Product (including records thereof in software form), including reports, studies, data, information, logs, records and similar terms, which is prepared or procured by or on behalf of the LA DOTD or its other contractors, whether before or after the Agreement Date, will be and remain the exclusive property of the LA DOTD; provided that the LA DOTD will make available to the Developer, without charge, and without representation or warranty of any kind, any documents in the possession of the LA DOTD relating to the planning, design, engineering and permitting of the Project and any Project Enhancement that the Developer elects to or is directed to carry out.

(b) Prior to the expiration or earlier termination of this Agreement, all Work Product prepared by or on behalf of the Developer will remain exclusively the property of the Developer, notwithstanding any delivery of copies thereof to the LA DOTD. Upon the expiration or earlier termination of this Agreement for any reason, including termination by the

Developer for a LA DOTD Default, (i) the Developer will promptly turn over to the LA DOTD a copy of all Work Product the Developer owns and (ii) subject to Section 17.04, all such Work Product will be considered the sole and exclusive property of the LADOTD (other than Proprietary Work Product), without compensation due the Developer or any other party. The LA DOTD will enter into a confidentiality agreement reasonably requested by the Developer with respect to any Proprietary Work Product, subject to Section 17.02. The Developer will continue to have a full and complete right to use any and all duplicates or other originals of such Proprietary Work Product in any manner it chooses.

Section 17.04 Ownership of Proprietary Intellectual Property

(a) All Proprietary Intellectual Property of the Developer will remain exclusively the property of the Developer, notwithstanding any delivery of copies thereof to the LA DOTD. Upon the expiration or earlier termination of, or any assignment by the Developer of its rights under, this Agreement for any reason whatsoever, the LA DOTD will have a nonexclusive, nontransferable, irrevocable, fully paid up license to use the Proprietary Intellectual Property of the Developer in connection with the Project and any State Highway. The LA DOTD will not at any time sell any such Proprietary Intellectual Property or use or allow any party to use any such Proprietary Intellectual Property for any purpose whatsoever other than in connection with the Project or a State Highway. Subject to Section 17.02, the LA DOTD will not disclose any Proprietary Intellectual Property of the Developer (other than to its contractors, employees, attorneys and agents in connection with the development and operation of the Project who agree to be bound by any confidentiality obligations of the LA DOTD relating thereto), and the LA DOTD will enter into a confidentiality agreement reasonably requested by the Developer with respect to any such Proprietary Intellectual Property. Notwithstanding anything to the contrary herein, traffic data relating to the Project will not be considered Proprietary Intellectual Property and the LA DOTD reserves the right to use such traffic data for any purpose.

(b) With respect to any Proprietary Intellectual Property owned by a Person other than the Developer or the LA DOTD, the Developer will obtain from such owner, concurrently with execution of any Contract or purchase order with such owner, both for the Developer and the LA DOTD, nonexclusive, nontransferable, irrevocable, fully paid up (other than with respect to ongoing maintenance and support fees) licenses to use such Proprietary Intellectual Property solely in connection with the Project, of at least identical scope, purpose, duration and applicability as the licenses granted by Section 17.04(a); provided that the foregoing requirement will not apply to standard, pre-specified manufacturer licenses of mass-marketed products (including software products) or equipment where the license cannot be extended to the LA DOTD using commercially reasonable efforts or to other licenses of products or equipment where the products or equipment are not reasonably necessary for the operation or maintenance of the Project. The limitations on sale and disclosure by the LA DOTD set forth in Section 17.04(a) will also apply to the LA DOTD's licenses in such Proprietary Intellectual Property.

(c) Except as specified otherwise by the LA DOTD, the Developer Marks may appear on the Elements, including supplies, materials, stationery and similar consumable

items at the Project until the last Day of the Term. The parties agree that the Developer will remain the owner or licensee, as applicable, of the Developer Marks at the end of the Term, and the Developer will remove, at its expense, the Developer Marks prior to the end of the Term. If the Developer fails to do so, the LA DOTD will be entitled to remove the Developer Marks and, in such case, the LA DOTD will be entitled to payment of its Allocable Costs in so doing from the Developer. The LA DOTD acknowledges and agrees that it will have no right, title, interest or license in the Developer Marks.

(d) On or before the Agreement Date, the LA DOTD will grant to the Developer a nonexclusive, nontransferable, irrevocable, fully paid up license to use any Proprietary Intellectual Property of the LA DOTD that has been developed for the Existing Bridge and Tunnel, solely in connection with the development, construction, operation, maintenance and other incidental activities of the Existing Bridge and Tunnel. The Developer will not at any time sell such Proprietary Intellectual Property or use or allow any party to use such Proprietary Intellectual Property for any purpose whatsoever other than in connection with the Project. On or before the Agreement Date, the LA DOTD will also assign in favor of the Developer the LA DOTD's rights with respect to any license by the LA DOTD's software suppliers (to the extent permitted by, and subject to the terms of, such license) for the use of any Proprietary Intellectual Property for the Existing Bridge and Tunnel. The Developer will not disclose any such Proprietary Intellectual Property (other than to its Contractors, employees, attorneys, agents and Affiliates in connection with the Project who agree to be bound by any confidentiality obligations of the Developer relating thereto), and the Developer will enter into a confidentiality agreement reasonably requested by the LA DOTD with respect to any such Proprietary Intellectual Property. The LA DOTD will continue to have a full and complete right to use any and all duplicates or other originals of its Proprietary Intellectual Property in any manner it chooses.

Section 17.05 Source Code Escrow

(a) The LA DOTD and the Developer acknowledge that the Developer and/or the Developer's Software suppliers may not wish to disclose directly to the LA DOTD at the time of installation the Source Code and Source Code Documentation, as public disclosure could deprive the Developer and/or the Developer's software suppliers of commercial value. Notwithstanding the foregoing, the LA DOTD must be ensured access to, and will be granted a nonexclusive, transferrable, irrevocable, fully paid right and license to use, reproduce, and disclose such Source Code and Source Code Documentation, subject to all continuing obligations with respect to protecting Developer and its Contractors' proprietary and confidential information from unauthorized disclosure, (a) from and after the expiration or earlier termination of the Term for any reason whatsoever; (b) during any time that the LA DOTD is exercising any step-in rights; and (c) during any time that a receiver is appointed for the Developer, or during any time that there is pending a voluntary or involuntary proceeding in bankruptcy in which the Developer is the debtor.

(b) By no later than the Final Acceptance Date, the LA DOTD and the Developer will execute the Escrow Agreement to establish one or more escrows ("Source Code Escrows") into which such Source Code and Source Code Documentation will be escrowed. As

necessary, the Developer will update the Source Code and Source Code Documentation so that it is not, and does not become, obsolete.

(c) The escrow provided for herein will survive any termination of this Agreement regardless of the reason.

(d) The Developer will pay the costs and expenses for Source Code Escrows.

Section 17.06 Inspection and Audit Rights

(a) The Developer will make available to the LA DOTD and the FHWA (including their employees, contractors, consultants, agents or designees), and allow each of them access to, such books, records and documents as they may reasonably request in connection with the Project as are in the possession and control of the Developer or any Developer Party for any purpose related to the Project or this Agreement. The LA DOTD will provide the Developer 48 hours prior written notice prior to exercising its rights to access and audit the Developer's books, records and documents pursuant to this Section 17.06(a); provided, however, that the LA DOTD may exercise such rights unannounced and without prior notice during a Developer Default or where there is good faith suspicion of fraud or a crime.

(b) The Developer, at its expense, will cause a reputable independent auditor to annually audit its books and records relating to the Project, according to GAAP or any other generally accepted accounting standards, which are acceptable to the LA DOTD. The Developer will cause the independent auditor to deliver the audit report to the FHWA and the LA DOTD promptly after it is completed, but in any event within 120 Days of the end of each of the Developer's fiscal years.

(c) Nothing contained in this Agreement will in any way limit the constitutional and statutory powers, duties and rights of a State Party in carrying out its legal authority, including, but not limited to, the Louisiana Legislative Auditor.

(d) The Developer will cooperate with the LA DOTD, the FHWA and the other Persons mentioned in this Section 17.06 in the exercise of their rights hereunder. At the request of the LA DOTD, the Developer will furnish or cause to be furnished to the LA DOTD such information relating to the operation, maintenance and repair of the Project as the LA DOTD may reasonably request for any purpose related to the Project or this Agreement and as will be in the possession and control of the Developer, any Developer Party, or any of their Representatives.

Section 17.07 Filing of Financial Statements

The Developer will file with the LA DOTD financial statements of the Developer on an annual basis throughout the Term.

ARTICLE 18.

DEFAULTS AND REMEDIES

Section 18.01 Developer Defaults

The occurrence of any one or more of the following events during the Term will constitute a “Developer Default” pursuant to this Agreement:

- (a) the Developer fails to begin the Work within 30 Days following the issuance of the Notice to Proceed;
- (b) the Developer abandons all or a material part of the Project, which abandonment will have occurred if (i) the Developer clearly demonstrates through statements or acts an intent not to continue to construct or operate all or a material part of the Project and (ii) no significant Work on the Project or a material part thereof is performed for a continuous period of more than 45 Days; and, in either instance, such abandonment is not cured within 30 Days after the LA DOTD gives notice of such abandonment to the Developer;
- (c) any representation or warranty made by the Developer under the Contract Documents is false or materially misleading in any respect on the date made, and a material adverse effect upon the Project or the LA DOTD’s rights or obligations under the Contract Documents results therefrom and such representation or warranty is not cured within 90 Days following the date the LA DOTD delivers to the Developer written notice thereof;
- (d) the Developer fails to comply with, perform or observe any other material obligation, covenant, agreement, term or condition in the Contract Documents, which failure materially and adversely affects the LA DOTD’s rights or obligations under the Contract Documents, and such failure continues without cure for a period of 90 Days following the date the LA DOTD delivers to the Developer written notice thereof (giving particulars of the failure in reasonable detail) or for such longer period as may be reasonably necessary to cure such failure up to a maximum cure period of 180 Days; provided, that this Section 18.01(d) will not apply to events covered by other provisions of this Section 18.01;
- (e) the Developer fails to follow Federal, State, or local laws, rules, and regulations concerning safety and health standards or permits or conditions upon the site of the Work which are unsanitary, hazardous, or dangerous to the health or safety of the workers or the public; and such failure continues without cure for a period of 10 Days following the date the LA DOTD delivers to the Developer written notice thereof;
- (f) the Developer fails to pay to the LA DOTD when due any undisputed amount payable to the LA DOTD pursuant to the Contract Documents, and such failure, including any failure to pay interest at the Bank Rate from the date due, continues without cure for a period of 90 Days following the date the LA DOTD delivers to the Developer written notice thereof;
- (g) there occurs Persistent O&M Nonconforming Work;

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(h) the Developer closes all or part of the Project to traffic, at any time, other than as permitted or in accordance with the terms of the Contract Documents, and such closure continues without cure for a period of 10 Days following the date the LA DOTD delivers to the Developer written notice thereof;

(i) ;the Developer fails to achieve Partial Acceptance by the Long Stop Date;

(j) the Developer fails to achieve Financial Close by the Financial Close Deadline under circumstances specified in Section 19.03;

(k) the Developer fails to maintain, or to cause to be maintained, in effect the insurance, guarantees, letters of credit or other performance security as and when required pursuant to this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, terms or coverage of the same and such failure continues without cure for a period of 10 Business Days following the date the LA DOTD delivers to the Developer written notice thereof;

(l) this Agreement or all or any portion of the Developer's Interest is assigned, transferred, conveyed, sublet, or disposed of in contravention of Section 24.01;

(m) after exhaustion of all rights of appeal, (i) there occurs any suspension or debarment (distinguished from ineligibility due to lack of financial qualifications), or there goes into effect an agreement for voluntary exclusion, of the Developer, any affiliate of the Developer (as "affiliate" is defined in 29 CFR 98.905 or successor regulation of similar import) or the Design-Build Contractor whose work is not completed, from bidding, proposing or contracting with any Federal or State department or agency or (ii) the Developer or the Design-Build Contractor who have ongoing Work, or any of their respective officers, directors, or Administering Employees have been convicted of, or plead guilty or nolo contendere to, a violation of Law for fraud, conspiracy, collusion, bribery, perjury, or material misrepresentation, as a result in whole or in part of activities relating to any project in the State, and such failure continues without cure for a period of 90 Days following the date the LA DOTD delivers to the Developer written notice thereof (giving particulars of the failure in reasonable detail). If the offending Person is an officer, director or Administering Employee, cure will be regarded as complete when the Developer proves that such Person has been removed from any position or ability to manage, direct or control the decisions of the Developer or the Design-Build Contractor (as applicable) or to perform Work; and if the Person debarred or suspended or subject to an agreement for voluntary exclusion is an affiliate of the Developer (as "affiliate" is defined in 29 CFR 98.905 or successor regulation of similar import) or the Design-Build Contractor, cure will be regarded as complete when the Developer replaces such Person in accordance with this Agreement;

(n) the Developer or any Developer Financial Party (i) admits, in writing, that it is unable to pay its debts as they become due, (ii) makes an assignment for the benefit of its creditors, (iii) files a voluntary petition under Title 11 of the U.S. Code, or files any other petition or answer seeking, consenting to or acquiescing in any reorganization, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any similar Law, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver,

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custodian, assignee, sequestrator, liquidator or other similar official of such Developer or Developer Financial Party, or of all or any substantial part of its properties or of the Project or any interest therein (so long as such person continues to have obligations hereunder);

(o) within 90 Days after the commencement of any proceeding against the Developer or any Developer Financial Party seeking any reorganization, liquidation, dissolution or similar relief under the present or any future U.S. bankruptcy code or any similar Law, such proceeding has not been dismissed, or, within 90 Days after the appointment, without the consent or acquiescence of such Developer or Developer Financial Party, of any trustee, receiver, custodian, assignee, sequestrator, liquidator or other similar official of such Developer or Developer Financial Party or of all or any substantial part of its properties or of the Project or any interest therein, such appointment has not been vacated or stayed on appeal or otherwise, or, within 90 Days after the expiration of any such stay, such appointment has not been vacated; and

(p) a levy under execution or attachment has been made against all or any part of the Project or any interest therein (including the Developer's Interest) as a result of any Lien (other than a Lien relating to permitted Developer Debt) created, incurred, assumed or suffered to exist by the Developer or any Person claiming through it, and such execution or attachment has not been vacated, removed or stayed by court order, bonding or otherwise within a period of 60 Days, unless such levy resulted from actions or omissions of the LA DOTD.

Section 18.02 Notice of Developer Default

(a) General. The LA DOTD will give written notice to the Developer, with a copy to the Collateral Agent and surety (as applicable), of the LA DOTD's determination that a Developer Default has occurred ("Developer Default Notice").

(b) Surety Obligations for Developer Default.

(i) Subject to the provisions of the Direct Agreement, if a Developer Default occurs, the surety furnishing the applicable Performance Security must, within 30 Days of receipt of the Developer Default Notice, present to the LA DOTD either: (1) a plan to assume performance of this Agreement and procure completion of the Work or (2) provide the LA DOTD in writing with a reasonable response for the Developer Default.

(ii) If no plan is presented by the surety within 30 Days, or at any time if immediate action must be taken to protect the public interest or the safety of the public or workers, the LA DOTD will take prosecution of the Work out of the hands of the Developer or surety and may appropriate or use the materials and/or equipment on the Project or may enter into an agreement for completion of the Project or use other methods as required for completion of the Work in an acceptable manner. The surety will then be responsible for payment to the LA DOTD of the cost of completion of the Work and any liquidated damages assessed by the LA DOTD up to the total amount of applicable Performance Security.

(iii) If the surety has not timely completed the Work and a court of competent jurisdiction has determined that the surety has in bad faith refused to take over the Project, the surety will be responsible for the payment of any liquidated damages for any delay in completion of the Work as specified in this Agreement and any reasonable attorney's fees and court costs incurred by the LA DOTD in enforcing its rights and remedies under this Agreement.

Section 18.03 LA DOTD Remedies upon Developer Default

(a) Upon the occurrence and during the continuance of a Developer Default, the LA DOTD may, subject to the provisions of the Direct Agreement, do any or all of the following as the LA DOTD, in its sole discretion, will determine:

(i) the LA DOTD may terminate this Agreement, to the extent provided in Section 19.04;

(ii) the LA DOTD may exercise any rights and remedies against the Performance Security;

(iii) the LA DOTD may cure the Developer Default (but this will not obligate the LA DOTD to cure or attempt to cure a Developer Default or, after having commenced to cure or attempted to cure a Developer Default, to continue to do so), and all costs and expenses reasonably incurred by the LA DOTD in curing or attempting to cure the Developer Default, including the LA DOTD's Allocable Costs, will be payable by the Developer to the LA DOTD within five Days of demand, including accrued interest at the Bank Rate from the date such costs or expenses were incurred to the repayment date; provided, that (i) the LA DOTD will not incur any liability to the Developer, and the Developer hereby irrevocably waives and releases any liability of the LA DOTD to the Developer, for any act or omission of the LA DOTD or any other Person in the course of remedying or attempting to remedy any Developer Default and (ii) the LA DOTD's cure of any Developer Default will not waive or affect the LA DOTD's rights against the Developer by reason of the Developer Default; and

(iv) the LA DOTD may exercise any of its other rights and remedies provided for under the Contract Documents or at Law or in equity, subject to any limitations thereon set forth in this Agreement.

(b) The Developer waives any and all rights that the Developer may have under L.R.S. § 48:2084.9.B with respect to the entry of a final declaratory judgment regarding a Developer Default, and the Developer agrees that the LA DOTD may exercise any remedies under this Agreement relating to a Developer Default without entry of such final declaratory judgment.

Section 18.04 LA DOTD Default

The occurrence of any one or more of the following events during the Term will constitute a “LA DOTD Default” pursuant to this Agreement:

(a) any representation or warranty made by the LA DOTD under the Contract Documents is false or materially misleading on the date made and a material adverse effect upon the Project or the Developer’s rights or obligations under the Contract Documents results therefrom, and such circumstance continues without cure for a period of 60 Days following the date the Developer delivers to the LA DOTD written notice thereof; provided that: (i) if the LA DOTD Default is of such a nature that the cure cannot with diligence be completed within such time period and (ii) the LA DOTD has commenced meaningful steps to cure after receiving notice thereof, the LA DOTD will have such additional period of time up to a maximum of 120 days, with cure regarded as complete only when the adverse effects are remedied;

(b) the LA DOTD fails to comply with, perform or observe any material obligation, covenant, agreement, term or condition in the Contract Documents, which failure materially adversely affects the Developer’s Interest, and such failure continues without cure for a period of 60 Days following the date the Developer delivers to the LA DOTD written notice thereof (giving particulars of the failure in reasonable detail); provided that: (i) if the LA DOTD Default is of such a nature that the cure cannot with diligence be completed within such time period and (ii) the LA DOTD has commenced meaningful steps to cure after receiving notice thereof, the LA DOTD will have such additional period of time up to a maximum cure period of 120 Days; provided further that this Section 18.04(b) will not apply to LA DOTD failures that constitute a Delay Event or Compensation Event and the Developer’s sole recourse with respect to such failures will be to seek remedies pursuant to ARTICLE 12 and ARTICLE 13; or

(c) the LA DOTD fails to pay to the Developer when due any undisputed amount payable to the Developer pursuant to this Agreement, and such failure continues without cure for a period of 60 Days following the date on which the Developer delivers to the LA DOTD written notice thereof.

Section 18.05 Developer Remedies upon LA DOTD Default

Upon the occurrence of a LA DOTD Default pursuant to this Agreement, the Developer may by notice to the LA DOTD declare the LA DOTD to be in default and may do any or all of the following as the Developer, in its discretion, will determine:

(a) the Developer may terminate this Agreement, to the extent provided in Section 19.05; and

(b) the Developer may exercise any of its other rights and remedies provided for under the Contract Documents or at Law or equity, subject to any limitations thereon set forth in this Agreement.

ARTICLE 19.

TERMINATION; HANDBACK

Section 19.01 Termination Upon Expiration of Term

Unless earlier terminated in accordance with the terms of this ARTICLE 19, all the rights and obligations of the parties hereunder will cease and terminate, without notice or demand, on the last Day of the Term. Not later than 365 Days preceding the scheduled end of the Term, the Developer will develop and submit to the LA DOTD a plan (“Transition Plan”) to assure the orderly transition of the Project to the LA DOTD. The parties will then diligently implement the Transition Plan in accordance with the Contract Documents.

Section 19.02 Handback Obligations

(a) Subject to Section 19.02(b), upon expiration of the Term, the Developer will transfer the Project to the LA DOTD, at no charge to the LA DOTD, in the condition and meeting all of the requirements for Residual Life at Handback specified in the Handback Requirements.

(b) The parties will conduct inspections of the Project at the times and according to the terms and procedures specified in the Handback Requirements, for the purposes of (A) determining and verifying the condition of each Element and its Residual Life; (B) adjusting, to the extent necessary based on inspection and analysis, Element Useful Life, Age, Residual Life, estimated costs of Rehabilitation Work and timing of Rehabilitation Work; (C) revising and updating the O&M Services Schedule to incorporate such adjustments; (D) determining the Rehabilitation Work required to be performed and completed prior to handback of the Project to the LA DOTD, based on the requirements for Residual Life at Handback specified in the Handback Requirements, the foregoing adjustments and the foregoing changes to the O&M Services Schedule; and (E) verifying that such Rehabilitation Work has been properly performed and completed in accordance with the Handback Requirements.

(c) The Developer will diligently perform and complete all Rehabilitation Work required to be performed and completed prior to handback of the Project to the LADOTD, based on the required adjustments and changes to the O&M Services Schedule resulting from the inspections and analysis under the Handback Requirements. The Developer will complete all such work prior to the expiration of the Term.

Section 19.03 Termination for Failure to Achieve Financial Close; Liability Upon Termination

(a) Failure to achieve Financial Close by the Financial Close Deadline will be considered a Developer Default and the LA DOTD will be entitled to terminate this Agreement under this Section 19.03, unless:

(i) such failure is due to the LA DOTD’s failure to satisfy its obligations under Section 7.03(a)(ix) through Section 7.03(a)(xii);

(ii) such failure is due solely to the occurrence and continuation of an event or circumstance that would constitute a Delay Event, and not to any act or omission of the Developer or any Developer-Related Entity; or

(iii) such failure is due to an LA DOTD Default.

(b) In the event of termination under this Section 19.03, the LA DOTD will be entitled to the Financial Close Liquidated Damages.

Section 19.04 Termination for Developer Default

(a) Subject to the provisions of the Direct Agreement, at any time after the occurrence and during the continuance of a Developer Default, the LA DOTD is entitled to terminate this Agreement.

(b) If the LA DOTD elects to terminate pursuant to this Section 19.04, the LA DOTD will deliver to the Developer written notice of its election to terminate, which termination will take effect not less than 60 Days after the delivery of such notice.

(c) In the event of a termination under this Section 19.04, the LA DOTD will pay the Developer Default Termination Amount to the Developer; provided, however, that the Developer will not be entitled to any compensation if this Agreement is terminated for Developer Default due to the Developer's failure to achieve Financial Close.

(d) As a condition to payment of the Developer Default Termination Amount, the Developer will provide, or cause to be provided, to the LA DOTD a statement from the Collateral Agent of the Developer Default Termination Amount and evidence of all Credit and Cash Balances, together with Developer's certification that the amounts shown are true, correct and complete. Such statement is without prejudice to the LA DOTD's right to dispute any calculations contained in such statement or to determine the Developer Default Termination Amount based on the LA DOTD's own calculations.

(e) A termination by the LA DOTD for a Developer Default that is later determined by a court of competent jurisdiction to be wrongful or in violation of this Agreement will entitle the Developer to, as the Developer's sole compensation from the LA DOTD, the LA DOTD Termination Amount.

Section 19.05 Termination for LA DOTD Default

(a) Subject to the provisions of this Section 19.05, the Developer is entitled to terminate this Agreement in the event of a LA DOTD Default.

(b) If the Developer elects to terminate pursuant to this Section 19.05, the Developer will deliver to the LA DOTD a written notice of intent to terminate this Agreement. Upon receipt of such notice of intent to terminate, the LA DOTD will be entitled to cure such LA DOTD Default by providing the Developer with a written work plan within the 90-Day period after the LA DOTD receives the written notice of intent to terminate. The work plan will

outline the actions by which the LA DOTD will ensure future compliance with the obligation, covenant, agreement, term or condition in this Agreement that the LA DOTD failed to perform or observe. The work plan will be subject to the Developer's written approval (which approval will not be unreasonably withheld, delayed or conditioned).

(c) If (i) the LA DOTD fails to provide the Developer with the work plan required pursuant to Section 19.05(b) or (ii) the LA DOTD fails to comply in any material respect with the work plan approved by the Developer pursuant to Section 19.05(b) and in the case of this clause (ii), such failure continues without cure for 30 Days following the date the Developer delivers to the LA DOTD written notice thereof, the Developer may terminate this Agreement by delivering to the LA DOTD written notice of its election to terminate, which termination will take effect not less than 30 Days after the delivery of such notice.

(d) In the event of a termination pursuant to this Section 19.05, the LA DOTD will pay the LA DOTD Termination Amount to the Developer.

Section 19.06 Termination by LA DOTD for Other Reasons

(a) The LA DOTD may, by written notice, terminate this Agreement or any portion thereof when: (i) for reasons beyond either the LA DOTD's or Developer's control, the Developer is prevented from proceeding or completing the Work as originally contracted or (ii) termination would be in the public interest. Such reasons for termination may include, but will not be limited to, executive orders of the President of the United States relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Developer.

(b) If the LA DOTD elects to terminate pursuant to this Section 19.06, the LA DOTD will deliver written notice of its election to terminate, which termination will take effect no less than 90 Days after delivery of such notice.

(c) In the event of termination pursuant to this Section 19.06, the LA DOTD will pay the LA DOTD Termination Amount to the Developer.

Section 19.07 Termination due to LA DOTD's Exercise of Early Handback Option

(a) Commencing at the start of the Operating Period, the LA DOTD, in the LA DOTD's sole discretion, may exercise an option for the Developer to handback the Project to the LA DOTD prior to expiration of the Term ("Early Handback Option").

(b) If the LA DOTD elects to exercise the Early Handback Option, the LA DOTD will provide notice to the Developer no later than 180 days before the start of the next anniversary of the Partial Acceptance Date, which Early Handback Option will take effect on the start of such next anniversary of the Partial Acceptance Date. The LA DOTD's exercise of

the Early Handback Option will result in the termination of this Agreement and the parties will comply with the terms and conditions of this Agreement with respect to termination.

(c) In the event of the LA DOTD's exercise of the Early Handback Option, the LA DOTD will pay the LA DOTD Termination Amount to the Developer.

Section 19.08 Developer Actions Upon Termination

(a) On delivery of notice of termination of this Agreement or the Developer's rights hereunder for any reason prior to the expiration of the Term, the provisions of this Section 19.08 will apply. The Developer will timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due to the Developer or the LA DOTD on account of termination. In connection with the expiration of the Term, certain provisions of this Section 19.08, as specified, will apply.

(b) The Developer will conduct all discussions and negotiations to determine the amount of any termination compensation, and will share with the LA DOTD all data, documents and information pertaining thereto, on an Open Book Basis.

(c) Except as otherwise specified in this Agreement, within 30 Days after receipt of a notice of termination, or, if applicable, not later than 120 Days before the expiration of the Term, the Developer will meet and confer with the LA DOTD for the purpose of developing an interim Transition Plan for the orderly transition of Work, demobilization and transfer to the LA DOTD of control of the Project and Project Right of Way. The parties will use diligent efforts to complete preparation of the interim Transition Plan within 15 Days after the date the Developer receives the notice of termination or, if applicable, not later than 15 Days before expiration of the Term. The parties will use diligent efforts to complete a final Transition Plan within 30 Days after such date. The Transition Plan will be in form and substance acceptable to the LA DOTD in its good faith discretion and will include and be consistent with the other provisions and procedures set forth in this Section 19.08, all of which procedures the Developer will promptly follow, regardless of any delay in preparation or acceptance of the transition plan.

(d) Upon receipt of a notice of termination, or, if applicable, before the expiration of the Term, the Developer will take all action that may be necessary, or that the LA DOTD may reasonably direct, for the protection and preservation of the Project, the Work and such materials, goods, machinery, equipment, parts, supplies and other property. For the avoidance of doubt, during the period from its receipt of a notice of termination until the expiration of the Term, the Developer will continue to perform its obligations and be entitled to receive Toll Revenues pursuant to this Agreement.

(e) The Developer will deliver to the LA DOTD on the date of expiration of the Term or on the effective date of any earlier termination:

(i) all tangible personal property, reports, books, and records necessary or useful for the Project, and, to the extent provided in ARTICLE 17,

Work Product and Intellectual Property used or owned by the Developer or any Contractor relating to the Project or the Work; excluding, however, all personal property, machinery, equipment and tools owned or leased by any Contractor and not incorporated or intended to be incorporated into the Project;

(ii) possession and control of the Project, free and clear of any and all Liens created, incurred or suffered by the Developer, any Developer Party or any Affiliate or anyone claiming under any of them; provided that release of the Liens of the Lenders will be subject to payment of termination compensation owing by the LA DOTD;

(iii) all other intangible personal property used or owned by the Developer and relating to or derived from the Project and the Work; and

(iv) a notice of termination of this Agreement and the Developer's Interest, in the form reasonably required by the LA DOTD, executed and acknowledged by the Developer.

Section 19.09 Liability After Termination; Consequences of Termination

(a) If this Agreement is terminated by reason of a Developer Default or a LA DOTD Default, such termination will not excuse the defaulting party from any liability arising out of such default. If any outstanding Claim of the Developer against the LA DOTD that is independent of the event of termination and determination of the termination compensation is resolved prior to payment of the termination compensation (if any), the parties will adjust the termination compensation by the amount of the unpaid award, if any, on the Claim. Notwithstanding the foregoing, any termination of this Agreement will automatically extinguish any Claim of the Developer to payment of Developer Damages for adverse Net Cost Impacts and Net Revenue Impacts accruing after the effective date of termination from Compensation Events that occurred prior to termination; provided, however, that (i) Claims for any such Net Cost Impacts that cannot reasonably be avoided by the Developer will not be extinguished and (ii) the foregoing will not limit any Claim of the Developer for interest on unpaid amounts owing or to become owing by the LA DOTD as provided herein.

(b) The LA DOTD will, as of the effective date of termination of this Agreement or the Developer's rights hereunder, whether due to expiration or earlier termination of the Term, assume full responsibility for the Project or, if Final Acceptance has not been achieved or other Work has otherwise not been completed as of such date, be permitted to assume full responsibility for such outstanding Work.

(c) Regardless of the LA DOTD's prior actual or constructive knowledge thereof, no contract or agreement to which the Developer is a party (unless the LA DOTD is also a party thereto) as of the effective date of termination will bind the LA DOTD, unless the LA DOTD elects to assume such contract or agreement in writing. Except in the case of the LA DOTD's express written assumption, no such contract or agreement will entitle the contracting party to continue performance of work or services respecting the Project following the effective date of termination, or to any Claim, legal or equitable, against the LA DOTD.

(d) As of the effective date of termination of this Agreement, whether due to expiration or earlier termination of the Term, the Permit and all of the Developer's Interest will automatically terminate and expire; provided, however, that the foregoing will not prohibit any Liens on revenues that may be permitted pursuant to L. R.S. §48:2084.8.B.

Section 19.10 Exclusive Termination Remedies

(a) Each of the LA DOTD and the Developer hereby acknowledges and agrees that it may only terminate this Agreement in accordance with the express terms hereof.

(b) ARTICLE 18 and this ARTICLE 19 set forth the entire and exclusive provisions and rights of the LA DOTD and the Developer regarding termination of this Agreement, and any and all other rights at law or in equity to terminate or to payment of compensation upon termination are hereby waived to the maximum extent permitted by Law. The parties hereto agree that, upon any termination of this Agreement, the payments provided herein will constitute the Developer's sole compensation (and the Developer will have no further liability to the LA DOTD except as otherwise provided herein) pursuant to this Agreement.

(c) In the event the LA DOTD or any designee or licensee of the LA DOTD imposes tolls for travel on the Project after termination of this Agreement, neither the Developer nor any beneficiary or Lender as a result of a Financing Assignment will be entitled to any further compensation in respect thereof; provided, however, that any revenues subject to a Lien will be collected for the benefit of and paid to secured parties in accordance with L.R.S. § 48:2084.8.B.

Section 19.11 Determination of Project Value

(a) In the event the LA DOTD owes the Developer an amount calculated by reference to the Project Value, Project Value will be determined according to the following procedures:

(i) within 30 Days after a party requests the appointment of an appraiser, the LA DOTD and the Developer will confer in good faith to mutually appoint an independent third-party appraiser to determine the Project Value by written appraisal. This appraiser must be nationally recognized and experienced in appraising similar assets;

(ii) if the parties are unable to agree upon such a single appraiser within such 30-Day period, then within ten Days thereafter the LA DOTD and the Developer will each appoint an independent third-party appraiser and both such appraisers will be instructed jointly to select, within 15 Days after they are appointed, a third independent third-party appraiser who is nationally recognized and experienced in appraising similar assets to make the appraisal referred to above;

(iii) if the appraisers appointed by the parties are unable to appoint an independent third-party appraiser under Section 19.11(a)(ii) within 60 Days after a party has requested the appointment of an appraiser under Section 19.11(a)(i), then either party may petition a State court of competent jurisdiction as set forth in Section 20.06 to appoint an independent third-party appraiser having such reputation and experience;

(iv) each party will pay the costs of its own appraiser. The LA DOTD and the Developer will pay in equal shares the reasonable costs and expenses of the third independent appraiser;

(v) each party will diligently cooperate with the appraiser, including promptly providing the appraiser with data and information regarding the Project, Project Right of Way, asset condition, historical cost and revenue data, and other information the appraiser may request that is in the possession of or reasonably available to the party. Each party will provide the appraiser with access to the party's books and records regarding the Project on an Open Book Basis; and

(vi) once appointed, the independent third-party appraiser will conduct an appraisal of the Project Value and deliver to both parties a draft appraisal report and draft valuation. The appraisal will determine Project Value as of the effective date of termination of the Agreement, based on the then condition of the Project (but without regard to any damage or loss resulting from a LA DOTD Default). The appraiser will appraise Project Value by taking into account the terms and conditions of this Agreement, projected cash flows and projected costs of the Project for the remainder of the projected Term had this Agreement not been terminated, as determined by the appraiser. In conducting the appraisal, and before issuing a draft appraisal report, the independent appraiser will afford reasonable and comparable opportunity to each party to provide the appraiser with information, data, analysis and reasons supporting each party's view on the Project Value. The parties will have 15 Days after receipt of the draft appraisal report to comment thereon. After the opportunity to comment has expired, the independent third-party appraiser will consider and evaluate all comments, prepare a final appraisal report stating the Project Value, and deliver the final appraisal report to both parties.

(b) If either party disagrees with the Project Value, either party may invoke the dispute resolution procedures set forth in ARTICLE 20, by delivery of notice to the other party within 60 Days following receipt of the appraiser's report. Failure to invoke the dispute resolution procedures within such time period will conclusively constitute acceptance of the Project Value.

Section 19.12 Payment of Termination Compensation

(a) The LA DOTD will pay any termination compensation due pursuant to this ARTICLE 19 within 60 Days after the date of determination of the applicable termination compensation amount, or in the event of a dispute related to such sum, within 60 Days after the

date that the dispute is settled or determined as provided herein; provided, in each case, that: (i) the LA DOTD may defer payment of such sum for an additional 270 Days if it reasonably determines that such additional period is necessary in order to obtain funds to pay such sum and (ii) any payment of such sum will be made together with interest thereon at the Bank Rate until the date of payment thereof.

ARTICLE 20.

DISPUTE RESOLUTION

Section 20.01 Scope of the Procedure

The following dispute resolution procedure in this ARTICLE 20 covers all Disputes between the LA DOTD and the Developer arising from this Agreement. This procedure is non-binding. Compliance with this procedure is a condition precedent to any litigation. All communications, testimony, and documents prepared for use in this procedure by either party from the time of filing the claim until the conclusion of the procedure will be deemed to be settlement negotiations and not admissible in any subsequent litigation. The result of the dispute resolution process will not be admissible in any subsequent litigation, except to enforce the terms of settlement.

Section 20.02 Continuation of Performance

At all times during the pendency of a Dispute under this procedure, the Developer will continue the Work pursuant to the terms of this Agreement and the LA DOTD will continue to pay the Developer. After resolution, the Developer will pay any amounts due after conclusion of the dispute resolution procedure.

Section 20.03 Information Mediation

(a) If a Dispute arises between the LA DOTD and the Developer regarding this Agreement, the party seeking to invoke this dispute resolution procedure will submit an outline statement of its position regarding the Dispute to the other party and a third party facilitator mutually selected by the LA DOTD and the Developer.

(b) Within 15 Business Days after the submission of the Dispute to the third party facilitator, the parties will meet with such facilitator to attempt to resolve the dispute through the informal mediation process.

(c) If within 20 Business Days after the submission to the third party facilitator the parties cannot resolve the Dispute, the Dispute will be submitted to the process established in Section 20.04 and the Dispute will be resolved in accordance with that process.

(d) The LA DOTD and the Developer will share equally in the costs of the third-party facilitator.

Section 20.04 Formal Mediation

The LA DOTD and the Developer agree that if the informal mediation process described in Section 20.03 fails, then the parties will submit to at least four hours of formal mediation, as described in this Section 20.04, conducted by United States Arbitration & Mediation (USA&M) or its affiliated offices.

(a) Mediator. The mediator will be a USA&M mediator located in an office to be agreed upon by the LA DOTD and the Developer. The LA DOTD and the Developer recognize that at the formal mediation and at every other point in the proceedings, neither USA&M nor the mediator will be acting as a legal advisor representative for any or all parties.

(b) Formal Mediation Procedure. The formal mediation will involve the LA DOTD and the Developer meeting with a mediator in an attempt to reach a voluntary settlement for any Dispute that rises to the level of formal mediation. Formal mediation involves no court procedures or rules of evidence, and the mediator will not render a binding decision or force an agreement on the LA DOTD and the Developer. The LA DOTD and the Developer will consult with legal counsel before signing documents which result from the formal mediation.

(c) Confidentiality. The LA DOTD and the Developer recognize that formal mediation proceedings are settlement negotiations, and that all offers, promises, conduct, and statements, whether written or verbal, made in the course of the proceedings, are inadmissible in any arbitration or court proceeding, to the extent allowed by Louisiana state law. The LA DOTD and the Developer agree to not subpoena or otherwise require the mediator or USA&M employees to testify or produce records, notes, or work product in any future proceedings, and no recording or stenographic record will be made of the formal mediation session. Evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the formal mediation session. In the event the parties do reach a settlement agreement, the terms of that settlement will be admissible in any court or arbitration proceeding required to enforce it, unless the parties agree otherwise. Information disclosed to the mediator in a private caucus will remain confidential unless the party authorizes disclosure.

(d) Costs. The LA DOTD and the Developer will share equally in the costs of the formal mediation.

Section 20.05 Judicial Authority

The process contained in this ARTICLE 20 must be exhausted prior to an appeal to any judicial authority.

Section 20.06 Venue

Any legal proceedings relating to any dispute under this Agreement will be filed in a State court of competent jurisdiction in East Baton Rouge Parish, Louisiana.

ARTICLE 21.

RESERVED RIGHTS

Section 21.01 Exclusions from the Developer's Interest

The Developer's rights and interests in the Project have been granted to the Developer under the Permit in order to enable it to accomplish the Project Purposes. Subject to Section 21.04, the Developer's rights and interests consist only of those expressly granted by this Agreement and specifically exclude all Reserved Rights.

Section 21.02 LA DOTD Reservation of Rights

(a) The LA DOTD may, at any time at its sole cost and expense, devote, use or take advantage of the Reserved Rights for any public purpose without any financial participation whatsoever by the Developer. The LA DOTD hereby reserves to itself all ownership, development, maintenance, repair, replacement, operation, use and enjoyment of, and access to, the Reserved Rights.

(b) The Developer acknowledges and agrees that all rights to own, lease, sell, assign, transfer, utilize, develop or take advantage of the Reserved Rights are hereby reserved to the LA DOTD, and the Developer will not engage in any activity infringing upon the Reserved Rights.

Section 21.03 Disgorgement

If a Developer Default concerns a breach of the provisions of Section 21.01 or Section 21.02, in addition to any other remedies pursuant to this Agreement, the LA DOTD will be entitled to disgorgement of all profits from the prohibited activity and to sole title to and ownership of the prohibited assets and improvements.

Section 21.04 Alternate Treatment of Reserved Rights

Notwithstanding Section 21.01 and Section 21.02, the LA DOTD may elect in its sole discretion to treat any development of improvements respecting Reserved Rights that it undertakes as Project Enhancements, in which case all of the provisions of Section 11.02 will apply.

ARTICLE 22.

REPRESENTATIONS, WARRANTIES AND FINDINGS

Section 22.01 LA DOTD Representations and Warranties

The LA DOTD, as of the Agreement Date, hereby represents and warrants to the Developer as follows:

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(a) the LA DOTD is an agency of the State, and has full power, right and authority to execute, deliver and perform its obligations under, in accordance with, and subject to the terms and conditions of this Agreement and other Contract Documents to which the LA DOTD is a party;

(b) each person executing this Agreement or any other Contract Document on behalf of the LA DOTD to which the LA DOTD is a party has been or at such time will be duly authorized to execute and deliver each such document on behalf of the LA DOTD;

(c) the execution and delivery by the LA DOTD of this Agreement and the other Contract Documents executed concurrently herewith to which the LA DOTD is a party, and the performance of its obligations hereunder and thereunder, will not conflict with or will result, at the time of execution, in a default under or violation of (i) any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Law, where such violation will have a material adverse effect on the ability of the LA DOTD to perform its obligations under this Agreement;

(d) there is no action, suit, proceeding, investigation or litigation pending and served on the LA DOTD which challenges the LA DOTD's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to which the LA DOTD is a party, or which challenges the authority of the LA DOTD official executing this Agreement or the other Contract Documents, and the LA DOTD has disclosed to the Developer any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the LA DOTD is aware;

(e) this Agreement, and any other Contract Document to which the LA DOTD is a party, have been duly authorized, executed and delivered by the LA DOTD and constitutes a valid and legally binding obligation of the LA DOTD, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(f) the LA DOTD has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents to which the LA DOTD is a party;

(g) as of the Agreement Date, no agreement, contract, option, commitment or other right exists that binds, or that in the future may become binding on, the LA DOTD to sell, transfer, convey, dispose of or encumber the Project. The LA DOTD has not granted or assigned any interest in Gross Revenues to any other party other than the Developer pursuant to this Agreement; and

(h) other than with respect to portions of the Project Right of Way not yet acquired as of the Agreement Date, the LA DOTD has good and sufficient title and interest to the Project Right of Way, free and clear of all Liens or other exceptions to title, except Permitted Encumbrances.

Section 22.02 Developer Representations and Warranties

The Developer, as of the Agreement Date, hereby represents and warrants to the LA DOTD as follows:

(a) the Developer is a duly organized limited liability company created under the laws of the State of Delaware, is qualified to conduct business in the State, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and perform each and all of its obligations under the Contract Documents to which it is a party;

(b) the Developer has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under, this Agreement and the other Contract Documents to which the Developer is a party;

(c) each person executing this Agreement or any other Contract Document on behalf of the Developer has been or will at such time be duly authorized to execute and deliver each such document on behalf of the Developer;

(d) this Agreement and each Contract Document to which the Developer or a Developer Financial Party is a party have been duly authorized, executed and delivered by the Developer or the Developer Financial Party and constitutes a valid and legally binding obligation of the Developer or the Developer Financial Party (as the case may be), enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity;

(e) neither the execution and delivery by the Developer of this Agreement and the other Contract Documents to which the Developer is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or a violation of (i) the governing instruments of the Developer or any other agreements or instruments to which it is a party or by which it is bound or (ii) to its knowledge, any Law, where such violation will have a material adverse effect on the ability of the Developer to perform its obligations under this Agreement;

(f) there is no action, suit, proceeding, investigation or litigation pending and served on the Developer which challenges the Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement and the other Contract Documents to which the Developer is a party, or which challenges the authority of the Developer official executing this Agreement or the other Contract Documents; and the Developer has disclosed to the LA DOTD any pending and unserved or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Developer is aware;

(g) the Developer is in material compliance with all Laws applicable to the Developer or its activities in connection with this Agreement and the other Contract Documents to which the Developer is a party;

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(h) none of the Developer, any affiliate of the Developer (as “affiliate” is defined in 29 CFR 98.905), or the Design-Build Contractor or their affiliates (as so defined) is suspended or debarred, subject to a proceeding to suspend or debar it, or subject to an agreement for voluntary exclusion, from bidding, proposing or contracting with any Federal or State department or agency;

(i) no event which, with the passage of time or the giving of notice, would constitute a Developer Default has occurred, to the best of the Developer’s knowledge after diligent inquiry;

(j) no event which, with the passage of time or the giving of notice, would constitute a Delay Event or a Compensation Event under this Agreement has occurred, to the best of the Developer’s knowledge after diligent inquiry;

(k) the Initial Base Case Financial Model (i) was prepared by or on the Developer’s behalf in good faith, (ii) fully discloses all Financial Model Formulas, and all cost, revenue and other financial assumptions and projections that the Developer used or is using in making its decision to enter into this Agreement, (iii) fully discloses all Financial Model Formulas disclosed to the Lenders under the Project Financing Agreements and (iv) as of the Agreement Date, represents the projections that the Developer believes in good faith are realistic and reasonable for the Project; provided that such projections are based upon a number of estimates and assumptions and are subject to significant business, economic and competitive uncertainties and contingencies and that, accordingly, no representation or warranty is made that any of the assumptions are correct, that such projections will be achieved or that the forward-looking statements expressed in such projections will correspond to actual results; and

(l) on or before the Agreement Date, the Developer has delivered to the LA DOTD an audit report and an opinion of the Financial Model Auditor addressed to the LA DOTD to the effect that the Base Case Financial Model and the Financial Model Formulas reflect the terms of this Agreement and that the Financial Model Formulas and the Base Case Financial Model are suitable for use herein in connection with Compensation Events, Delay Events and early termination procedures, and covering such other matters as may have been reasonably requested by the LA DOTD, all in form and substance acceptable to the LA DOTD.

ARTICLE 23.

CONTRACTING PRACTICES AND LABOR PRACTICES

Section 23.01 Contracting

(a) General.

(i) The Developer may perform the Work through use of its own personnel, materials and equipment, or by contracting to Persons with the expertise, qualifications, experience, competence, skills and know-how to perform the responsibilities being contracted in accordance with all Law, all Governmental Approvals, and the terms, conditions and standards set forth in this Agreement.

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(ii) The Developer will not enter into any Contract at any level with any Person if that Person or any of its affiliates (as “affiliate” is defined in 29 CFR §98.905), or any of their respective officers, directors and employees, (i) at the time the Contract is entered into, is suspended or debarred, subject to a proceeding to suspend or debar it, or subject to an agreement for voluntary exclusion, from bidding, proposing or contracting with any Federal or State department or agency, (ii) has been convicted, pled guilty or *nolo contendere* to a violation of Law involving fraud, conspiracy, collusion, bribery, perjury, material misrepresentation, or any other violation that shows a similar lack of moral or ethical integrity or (iii) is then barred or restricted from owning, operating or providing services for the Project under Law, including the Foreign Investment and National Security Act of 2007, 50 USC App. 2170 (HR556), in the State or the U.S.

(iii) The appointment of Contractors will not relieve the Developer of its responsibility hereunder or for the quality of work, materials and services provided by it. The Developer will at all times be held fully responsible to the LA DOTD for the acts and omissions of its Contractors and persons employed by them and no Contract entered into by the Developer will impose any obligation or liability upon the LA DOTD to any such Contractor or any of its employees. Further, except as provided herein or otherwise, absent the LA DOTD’s express written consent, no Contract or delegation of Work thereunder will affect the obligation of the Developer to directly communicate with the LA DOTD and to oversee the Work of the Contractor. Nothing in this Agreement will create any contractual relationship between the LA DOTD and a Contractor.

(b) Contract Reporting.

(i) At the pre-work conference, the Developer will submit a list of intended Contractors for approval. In addition, the Developer will update the list of Contractors as the Work progresses so that the LA DOTD will have, at all times, a current and accurate list of Contractors along with the Work that they perform. The required forms for the submission of Contractor information will be supplied by the LA DOTD.

(ii) All Contracts must be in writing and must contain all applicable provisions of the Contract Documents and all Federal and State Laws. All Contractors performing the Work on the Project must be appropriately licensed with the Louisiana State Licensing Board for Contractors and/or the Louisiana Professional Engineering and Land Surveying Board (LAPELS), as appropriate.

(iii) The Developer will allow the LA DOTD access to all Contracts at all tiers and records regarding the Contracts and will provide copies of said Contracts to the LA DOTD within ten Business Days of the LA DOTD’s request for a Contract. No Contractor will work on the Project while on the LA DOTD’s disqualified contractors’ list.

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(iv) The intent of this Section 23.01(b) will not be circumvented by the Developer by placing a Contractor's employees directly on the Developer's payroll. If a person or group of people generally operated as an independent contractor, the LA DOTD will treat them as independent contractors for purposes of this Section 23.01(b).

(v) The Developer's and any surety's liability under this Agreement and the Performance Security will not be waived or in any way diminished by subcontracting or other assignment of interest under this Agreement.

(c) Affiliate Contracts. The Developer will not enter into or materially amend an Affiliate Contract without notice to and consent of the LA DOTD, which consent will not be unreasonably withheld or delayed if the Contract is entered into in the ordinary course of business and the Developer demonstrates to the LA DOTD's satisfaction that the Affiliate Contract is on overall terms no less favorable or unfavorable to the Developer than terms the Developer could obtain in an arm's-length transaction for comparable services with a Person that is not an Affiliate of the Developer; provided that no consent will be required for (i) reasonable overhead sharing fees and reimbursement of third-party costs payable to an Affiliate for legal, accounting, tax, computer and other centralized management services provided to the Developer in lieu of the Developer having its own employees for such functions; or (ii) the joint ownership of assets or property used for the operation or maintenance of the Project and other projects owned or operated by Affiliates of the Developer so long as the cost of such assets and properties are reasonably shared and documented.

(d) Replacement of Design-Build Contractor or O&M Contractor. Before entering into any Contract replacing the Design-Build Contractor or O&M Contractor, as applicable, the Developer will submit a true and complete copy of the proposed Contract for the LA DOTD's review and approval, subject to the following:

(i) the LA DOTD may disapprove such proposed Contract if such Contract or the Work to be performed thereunder does not comply, or is inconsistent, in any material respect with the applicable requirements of this Agreement; and

(ii) the LA DOTD may disapprove of the replacement Contractor after taking into account the following factors:

(A) the financial strength and integrity of the proposed Contractor, each of its direct Contractors, and their respective direct or indirect beneficial owners, any proposed managers or operating partners and each of their respective Affiliates;

(B) the capitalization of the proposed Contractor or any parent guarantor, as applicable;

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(C) the experience of the proposed Contractor and each of its direct Contractors in constructing or operating toll roads or highways and performing other projects;

(D) the presence of any actions, suits or proceedings, at law or in equity, or before any Governmental Authority, pending or, to the best of such Contractor's knowledge, threatened against such Contractor, that would or could reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Contract; and

(E) the background of the proposed Contractor, each of its direct Contractors, and their respective direct or indirect beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective Affiliates (including the absence of criminal, civil or regulatory Claims or actions against any such Person and the quality of any such Person's past or present performance on other projects).

(e) Additional Requirements. Each Contract for the performance of the Work that the Developer executes at a minimum:

(i) will set forth a standard of professional responsibility or a standard for commercial practice equal to prudent industry standards for work of similar scope and scale and will set forth effective procedures for Claims and change orders;

(ii) will establish provisions for prompt payment by the Developer in accordance with Law;

(iii) will require the Contractor to maintain all registrations and licenses applicable to its scope of work;

(iv) will require the Contractor to carry out its scope of work in accordance with Law, the Technical Provisions, all Governmental Approvals, Good Industry Practice and the terms, conditions and standards set forth in the Contract Documents;

(v) will set forth warranties, guaranties and liability provisions of the contracting party in accordance with Good Industry Practice for work of similar, scope and scale;

(vi) will be fully assignable to the LA DOTD upon termination of this Agreement, such assignability to include the benefit of all Contractor warranties, indemnities, guarantees and professional responsibility in accordance with the terms hereof;

(vii) will include express requirements that, if the LA DOTD succeeds to the Developer's rights under the subject Contract (by assignment or otherwise), then the relevant Contractor agrees that it will (A) maintain usual and customary books and records for the type and scope of operations of business in which it is engaged in respect of the Project (e.g., constructor, equipment supplier, designer, service provider), (B) permit audit thereof by the Developer, and provide progress reports to the Developer appropriate for the type of Contract it is performing sufficient to enable the Developer to provide the reports it is required to furnish the LA DOTD pursuant to this Agreement and (C) allow the LA DOTD, to assume the benefit of the Developer's Contract rights and the work performed thereunder, with liability only for those remaining obligations accruing after the date of assumption, but excluding any monetary claims or obligations that the Developer may have against such Contractor that existed prior to the LA DOTD's assumption of such Contract;

(viii) will not be assignable by the Contractor without the Developer's prior written consent; provided, that the foregoing will not limit permitted subcontracting of the Work;

(ix) will expressly require the Contractor to participate in meetings between the Developer and the LA DOTD, upon the LA DOTD's reasonable request, concerning matters pertaining to such Contractor or its work; provided that: (A) all direction to such Contractor will be provided by the Developer; and nothing in this Section 23.01(e)(ix) will limit the authority of the LA DOTD to give such direction or take such action which in the opinion of the LA DOTD is necessary to remove an immediate and present threat to the safety of life or property;

(x) will expressly provide that all Liens and claims of any Contractors at any time will not attach to any interest of the LA DOTD in the Project or the Project Right of Way; and

(xi) will be consistent in all other material respects with the terms and conditions of the Contract Documents to the extent such terms and conditions are applicable to the scope of work of such Contractor.

Section 23.02 Key Personnel

(a) The Developer will retain, employ and utilize the individuals specifically listed in its Proposal to fill the corresponding Key Personnel positions listed therein. The Developer will not change or substitute any such individuals except due to internal promotion, retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved by the LA DOTD pursuant to Section 23.02(b).

(b) The Developer will notify the LA DOTD of any proposed replacement for any Key Personnel position. The LA DOTD will have the right to review the qualifications and character of each individual to be appointed to a Key Personnel position (including

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personnel employed by Contractors to fill any such position) and to approve or disapprove use of such individual in such position prior to the commencement of any Work by such individual.

(c) The Developer will cause each individual filling a Key Personnel position to dedicate the full amount of time necessary for the proper performance of the Work.

(d) The Developer will provide the LA DOTD with telephone number and email addresses for all Key Personnel. The LA DOTD requires the ability to contact Key Personnel 24 hours per day, seven days per week.

Section 23.03 Health, Safety and Welfare

The parties recognize and agree that protection of the health, safety and welfare of the public and all persons engaged in connection with the performance of the Developer's obligations pursuant to the Contract Documents is a priority. Accordingly, the Developer will comply with the following provisions, along with all other Laws and the Technical Requirements:

(a) the Developer will comply, and will require all Contractors to comply, with all construction safety and health standards established by Law, including the State and Federal Occupational Health and Safety Acts. Neither the Developer nor any Contractor will require any worker to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act; and

(b) the LA DOTD will be entitled to require the Developer, at the Developer's sole cost and risk, to suspend any Work or other activities related to the Project, which in the sole discretion the LA DOTD, presents a risk to the public health, safety or welfare, and to take such other actions as the LA DOTD may require to prevent such risk; provided, that if it is determined in accordance with the dispute resolution procedures in ARTICLE 20 that the Developer was in compliance with its obligations under this Agreement, then the suspension order and other actions will be treated as a LA DOTD Change pursuant to Section 13.02.

Section 23.04 DBE Participation

(a) The Project is a DBE goal project. In accordance with the Required Contract Provisions for DBE Participation in Federal Aid Design-Build Contracts set forth in Exhibit L, the DBE goal is five percent for the Design-Build Work.

(b) The Developer will submit DOTD Form OMF-1A (DB) (Request to Sublet) and have it approved by the LA DOTD before any Design-Build Work is done on the Project.

(c) Only those businesses certified by the LA DOTD as Disadvantaged Business Enterprises (DBEs) may be utilized in fulfillment of the DBE goal requirement. Such

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businesses are those certified by the Louisiana Unified Certification Program on the basis of ownership and control by persons found to be socially and economically disadvantaged in accordance with Section 8(a) of the Small Business Act, as amended and Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).

Section 23.05 Non-Discrimination; Equal Opportunity

(a) The Developer will not, and will cause its Contractors to not, discriminate on the basis of race, color, national origin or sex in the performance of the Work. The Developer will carry out, and will cause its Contractors to carry out, applicable requirements of 49 CFR Part 26. Failure by the Developer to carry out these requirements is a material breach of this Contract, which may result in the termination of this Agreement for Developer Default or such other remedy as LA DOTD deems appropriate (subject to the Developer's rights to notice and opportunity to cure as set forth in this Agreement).

(b) The Developer will include the provisions of this Section 23.05 in every Contract (including purchase orders and in every Contract of any Affiliate for the Work), and will require that they be included in all Contracts at lower tiers, so that such provisions will be binding upon each Contractor.

(c) The Developer confirms for itself and all Contractors that the Developer and each Contractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that the Developer and each Contractor maintains no employee facilities segregated on the basis of race, color, religion or national origin. The Developer will comply with all applicable laws relating to Equal Employment Opportunity (EEO) and nondiscrimination and will require its Contractors to comply with such provisions, including those set forth in the Required Contract Provisions for Federal-Aid Construction Contracts and the LA DOTD's Supplemental Specifications for Female and Minority Participation in construction which are included Exhibit L.

Section 23.06 Prevailing Wages

(a) The Developer will pay or cause to be paid to all applicable workers employed by it or its Contractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including Davis-Bacon Act, and as provided in Exhibit L. The Developer will comply and cause its Contractors to comply with all Laws pertaining to prevailing wages.

(b) It is the Developer's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Agreement is in effect, the Developer will bear the cost of such changes and will have no Claim against the LA DOTD on account of such changes.

(c) The Developer will comply and cause its Contractors to comply with all Laws regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements and of prevailing wage rates.

Section 23.07 Buy America Provisions

(a) Pursuant to the "Buy America Provisions" of the Surface Transportation Assistance Act (STAA) of 1982 as promulgated by current FHWA regulation 23 CFR 635.410 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) amendment to (STAA), all steel and iron materials permanently installed on the Project will be manufactured, including application of a coating, in the United States, unless a waiver of these provisions is granted. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. The request for waiver must be presented in writing to the LA DOTD by the Developer. Such waiver may be granted if it is determined that:

(i) the application of Buy America Provisions would be inconsistent with the public interest; or

(ii) such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

(b) Minimal use of foreign steel and iron materials will be allowed without waiver; provided that the cost of these materials does not exceed 0.1 percent of the value of the Design-Build Work or \$2,500, whichever is greater. However, the Developer will make written request to the LA DOTD's Construction Engineering Administrator for permission to use such foreign materials and will furnish a listing of the materials, their monetary value, and their origin and place of production.

(c) The burden of proof for the origin and place of production and any request for waiver is the responsibility of the Developer.

(d) Prior to the use of steel and iron materials in the project, the Developer will furnish mill test reports to the LA DOTD's Project Manager for such steel and iron materials, accompanied by a certification stating that the mill test reports represent the steel and iron materials to be furnished and that such materials were produced and fabricated in the United States. Pig iron and processed, pelletized, and reduced iron ore are exempt from the Buy America Provisions.

Section 23.08 Participation in Job Training

(a) If the Developer desires to participate in job training, as provided by the LA DOTD's Supplemental Specifications for On-the-Job Training which is included in Exhibit L, the Developer will submit a written request to the LA DOTD with a copy to the Compliance Program Section.

(b) According to the design formula, the number of potential trainees has been established as one. For the purposes of reimbursement, this number of trainees has been translated into an estimated one thousand trainee hours. The pay item for Trainee Reimbursement will be established in this Agreement in accordance with the Supplemental Specifications for On-The-Job Training in Exhibit L and the above hours.

(c) Should the design formula not indicate that this Agreement could support training, the Developer may still train upon the approval of the LA DOTD.

ARTICLE 24.

MISCELLANEOUS

Section 24.01 Assignment

(a) Except with respect to a Financing Assignment, this Agreement may not be assigned by the Developer, or the Developer's Interests assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the LA DOTD. Any attempts to assign this Agreement or Developer's Interests without the LA DOTD's written consent are null and void.

(b) The LA DOTD may assign, transfer, convey, sublet, or dispose of its interest in this Agreement to any other public agency or public entity of the State as permitted by Law; provided, that the assignee: (i) has assumed all of the LA DOTD's obligations, duties and liabilities pursuant to this Agreement then in effect and (ii) has a credit rating at least equal to the LA DOTD's credit rating.

Section 24.02 Ethical Standards

(a) The Developer has adopted and provided copies to the LA DOTD of its written policies establishing ethical standards of conduct for all its directors, officers and supervisory or management personnel in dealing with the LA DOTD and employment relations. Such policies including any amendments or modifications will include standards of ethical conduct concerning the following:

(i) restrictions on gifts and contributions to, and lobbying of, any State Party and any of their respective commissioners, directors, officers and employees;

(ii) protection of employees from unethical practices in the selection, use, hiring, compensation or other terms and conditions of employment, or in firing, promotion and termination of employees;

(iii) protection of employees from retaliatory actions (including discharge, demotion, suspension, threat, harassment, pay reduction or other discrimination in the terms and conditions of employment) in response to reporting of illegal (including the making of a false Claim), unethical or unsafe actions or failures to act by the Developer or its personnel or any Contractors;

(iv) restrictions on directors, members, officers or supervisory or management personnel of the Developer engaging in any transaction or activity, including receiving or offering a financial incentive, benefit, loan or other financial interest, that is, or to a reasonable person appears to be, in conflict with

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or incompatible with the proper discharge of duties or independence of judgment or action in the performance of duties, or adverse to the interests of the Project or employees;

(v) restrictions on use of an office or job position for a purpose that is, or would to a reasonable person appear to be, primarily for the private benefit of a director, member, officer or supervisory or management person, rather than primarily for the benefit of the Developer or the Project, or primarily to achieve a private gain or an exemption from duty or responsibility for a director, member, officer or supervisory or management person; and

(vi) adherence to the LA DOTD's organizational conflict of interest rules and policies pertaining to the hiring of any consultant which has assisted the LA DOTD in connection with the negotiation of this Agreement or the conduct of Oversight Services for the Project.

(b) The Developer will cause its directors, members, officers and supervisory and management personnel, and require those of its Contractors, to adhere to and enforce the adopted policy on ethical standards of conduct. The Developer will establish reasonable systems and procedures to promote and monitor compliance with the policy.

Section 24.03 Authorized Representatives

(a) Each of the Developer and the LA DOTD hereby designates the following individuals as its initial Developer Representative(s) and LA DOTD Representative(s), respectively, to administer this Agreement on its respective behalf:

(i) For the Developer:

Dennis Coventon
1700 Lincoln Street, Suite 3000
Denver, Colorado 80203
Dennis.coventon@plenarygroup.com

(ii) For the LA DOTD:

Nicholas J. Olivier, P.E.
Project Management Administrator
Louisiana Department of Transportation and Development
P.O. Box 94245
Baton Rouge, LA 70804-9245
Nicholas.Olivier@LA.GOV

(b) The Developer Representatives and the LA DOTD Representatives will be reasonably available to each other during the Term and will have the authority to issue instructions and other communications on behalf of the Developer and the LA DOTD, respectively, and will be the recipient of notices and other written communications from the

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other party pursuant to this Agreement (except any notice initiating or relating to the dispute resolution procedures of ARTICLE 20 will be given in accordance with Section 24.04). However, such Representatives will not have the authority to make decisions or give instructions binding upon the Developer or the LA DOTD, except to the extent expressly authorized by the Developer or the LA DOTD, as the case may be, in writing. In the event the Developer or the LA DOTD designates different Representatives, it will give the other party written notice of the identity of and contact information for the new Developer Representative(s) or LA DOTD Representative(s), as the case may be.

Section 24.04 Notices

(a) Whenever under the provisions of this Agreement it will be necessary or desirable for one party to serve any notice, request, demand, report or other communication on another party, the same will be in writing and will not be effective for any purpose unless and until actually received by the addressee or unless (i) delivered personally, (ii) sent by certified mail, return receipt requested, (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (iv) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone, addressed as follows:

If to the LA DOTD:

Nicholas J. Olivier, P.E.
Project Management Administrator
Louisiana Department of Transportation and Development
P.O. Box 94245
Baton Rouge, LA 70804-9245
Nicholas.Olivier@LA.GOV

With copies to:

Joshua G. Hollins, Esq.
Executive Counsel
Office of the Secretary
Louisiana Department of Transportation and Development
1201 Capitol Access Road
Baton Rouge, LA 70802
Joshua.Hollins@LA.GOV

If to the Developer:

555 West 5th Street, Suite 3150
Los Angeles, CA 90013
Attention: Vice President
Notices@plenarygroup.com
604-638-3906 (fax)

With copies to:

400 Burrard Street, Suite 2000
Vancouver, BC V6C 3A6
Attention: Vice President

(b) Any party may, from time to time, by notice in writing served upon the other party as aforesaid, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally will be deemed delivered upon receipt, if served by mail or independent courier will be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier, and if served by facsimile transmission or e-mail will be deemed delivered on the date of receipt as shown on the received facsimile or e-mail (*provided*, that the original is thereafter delivered as aforesaid).

Section 24.05 Binding Effect

(a) Subject to the limitations of Section 24.01, this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the parties hereto, such reference also will be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such party, as if in every case so expressed.

Section 24.06 Relationship of Parties

(a) The relationship of the Developer to the LA DOTD will be one of an independent contractor, not an agent, partner, lessee, joint or co-venturer or employee, and neither the LA DOTD nor the Developer will have any rights to direct or control the activities of the other or their respective Affiliates, contractors or consultants, except as otherwise expressly provided in this Agreement.

(b) Officials, employees and agents of the Developer or the LA DOTD will in no event be considered employees, agents, partners or representatives of the other.

Section 24.07 No Third-Party Beneficiaries

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to this Agreement, except rights expressly contained herein for the benefit of the Lenders or the Collateral Agent.

Section 24.08 Taxes

The Developer is solely responsible for the payment of Taxes accrued or arising out of the performance of its obligations pursuant to this Agreement.

Section 24.09 Payments to the LA DOTD or Developer

(a) Except as otherwise expressly provided in the Contract Documents, payments due to the LA DOTD or the Developer hereunder, as applicable, will be due and payable within 30 Days of receipt by the Developer or the LA DOTD, as applicable, of an invoice therefor, together with any supporting documentation.

(b) Each party will be entitled to deduct, offset or withhold from any amounts due from one party to the other party any amounts then due and owing from such other party.

(c) Except as otherwise provided, neither party is required to pay amounts due that are being contested in accordance with the dispute resolution procedures described in ARTICLE 20.

Section 24.10 Interest on Overdue Amounts

Any amount not paid when due pursuant to this Agreement will bear interest from the date such payment is due until payment is made (after as well as before judgment) at a variable rate per annum at all times equal to the Bank Rate, which interest will be payable on demand. Interest will be compounded annually and payable on the date on which the related overdue amount is paid.

Section 24.11 Limitation on Consequential Damages

Except as expressly provided in this Agreement to the contrary, neither party will be liable to the other for punitive damages or special, indirect, incidental or consequential damages of any nature, whether arising in contract, tort (including negligence) or other legal theory. The foregoing limitation will not, however, in any manner:

(a) prejudice the LA DOTD's right to recover any or all of liquidated damages from the Developer as provided in this Agreement;

(b) limit the Developer's liability for any type of damage arising out of the Developer's indemnity obligations under this Agreement;

(c) limit the Developer's liability for any type of damage to the extent covered by the proceeds of insurance required hereunder; or

(d) limit the amounts expressly provided to be payable by the LA DOTD or the Developer pursuant to this Agreement.

Section 24.12 Waiver

(a) No waiver by any party of any right or remedy pursuant to the Contract Documents will be deemed to be a waiver of any other or subsequent right or remedy pursuant to the Contract Documents. The consent by one party to any act by the other party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

(b) No act, delay or omission done, suffered or permitted by one party or its agents will be deemed to waive, exhaust or impair any right, remedy or power of such party pursuant to the Contract Documents, or to relieve the other party from the full performance of its obligations pursuant to the Contract Documents.

(c) No waiver of any term, covenant or condition of the Contract Documents will be valid unless in writing and executed by the obligee party.

(d) The acceptance of any payment or payment by a party will not (i) waive any preceding or then-existing breach or default by the other party of any term, covenant or condition of the Contract Documents, other than the other party's prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party's knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or payment or (ii) continue, extend or affect (A) the service of any notice, any suit, arbitration or other legal proceeding or final judgment, (B) any time within which the other party is required to perform any obligation or (C) any other notice or demand.

(e) No custom or practice between the parties in the administration of the terms of this Agreement will be construed to waive or lessen the right of a party to insist upon performance by the other party in strict compliance with the terms of the Contract Documents.

Section 24.13 Governing Law; Compliance with Law and Federal Requirements

(a) This Agreement will be governed by and construed in accordance with the Laws of the State applicable to contracts executed and to be performed within the State without regard to conflicts of laws principles.

(b) The Developer will keep fully informed of and comply and require its Contractors to comply with Law. The Developer will execute and file the documents, statements, and affidavits required under any Law required by or affecting this Agreement or the execution of the Work. The Developer will permit examination of any records made subject to such examination by such Law.

(c) The Developer will comply and require its Contractors to comply with all Laws applicable to the Project as a result of the costs of the Project being funded in part with State funds and federal-aid funds, including the applicable Federal Requirements attached as Exhibit L.

(d) The Developer acknowledges and agrees that the USDOT will have certain approval rights with respect to the Project, including the right to provide certain oversight and technical services with respect to the Work. The Developer will cooperate with USDOT and provide such access to the Project and information as USDOT may request in the exercise of USDOT's duties, rights and responsibilities in connection with the Project.

(e) In accordance with Executive Order Number JBE 2018-15, for any contract for \$100,000 or more and for any contractor with five or more employees, Developer, or any Contractor, will certify it is not engaging in a boycott of Israel, and will, for the duration of this Agreement, refrain from a boycott of Israel. The LA DOTD reserves the right to terminate this Agreement if the Developer, or any Contractor, engages in a boycott of Israel during the term of this Agreement.

Section 24.14 Use of Police Power

Nothing in this Agreement limits the authority of the LA DOTD to exercise its regulatory and police powers granted by Law.

Section 24.15 Survival

The dispute resolution procedures, the indemnifications, limitations, releases, obligations to pay termination compensation and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the Work will survive the expiration or earlier termination of this Agreement and/or the completion of the Work.

Section 24.16 Construction and Interpretation of Agreement

(a) The language in all parts of this Agreement will in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party.

(b) This Agreement will be deemed for all purposes prepared by the joint efforts of the parties and will not be construed against one party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting, or execution of this Agreement. This Section 24.16(b) specifically excludes the Proposal and any additional plans, specifications, means, methods, or other documentation prepared by the Developer pursuant to this Agreement.

(c) If any court of competent jurisdiction issues a final, non-appealable judicial order finding that a term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected thereby and each other term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by Law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith will supply as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

(d) The captions of the articles and sections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

(e) Any references to any covenant, condition, obligation and/or undertaking “herein,” “hereunder” or “pursuant hereto” (or language of like import) mean, refer to and include the covenants, conditions, obligations and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument. All terms defined in this instrument will be deemed to have the same meanings in all riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument unless the context thereof clearly requires the contrary. All references to a subsection or clause “above” or “below” refer to the denoted subsection or clause within the section in which the reference appears. Unless expressly provided otherwise, all references to Articles and Sections refer to the Articles and Sections set forth in this Agreement. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meaning. Wherever the word “including,” “includes” or “include” is used in the Contract Documents, except where immediately preceded by the word “not”, it will be deemed to be followed by the words “without limitation”. Wherever reference is made in the Contract Documents to a particular Governmental Authority, it includes any public agency succeeding to the powers and authority of such Governmental Authority.

(f) As used in the Contract Documents and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

Section 24.17 Reference Documents

The LA DOTD does not represent, warrant or guarantee the accuracy or completeness of the Reference Documents or the information contained in the Reference Documents or that such information is in conformity with the requirements of the Contract Documents, Governmental Approvals or Laws. Except as otherwise provided in the Contract Documents, the LA DOTD will not be responsible or liable in any respect for any causes of action, claims or losses by reason of any use of information, opinions or recommendations contained in, any conclusions the Developer may draw from, or any action or forbearance in reliance on, the Reference Documents.

Section 24.18 Counterparts

This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 24.19 Entire Agreement; Amendment

This Agreement and the Contract Documents constitute the entire and exclusive agreement between the parties relating to the specific matters covered herein and therein. All

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prior written and prior or contemporaneous verbal agreements, understandings, representations and/or practices relative to the foregoing, including the interim agreement, are hereby superseded, revoked and rendered ineffective for any purpose. This Agreement may be altered, amended or revoked only by an instrument in writing signed by each party hereto, or its permitted successor or assignee, except to the extent the LA DOTD has the right to amend by an LA DOTD Change or Directive Letter pursuant to ARTICLE 13. No verbal agreement or implied covenant will be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

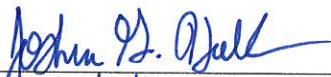
[SIGNATURE PAGE(S) TO FOLLOW]

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IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first written above.

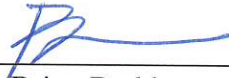
**Louisiana Department of Transportation and
Development**
an Agency of the State of Louisiana


By: 
Name: Shawn Wilson
Title: Secretary of the Louisiana Department of
Transportation and Development


Witnessed By: 
Name: Joshua G. Hollins

Witnessed By: 
Name: Nicholas Olivier

Plenary Infrastructure Belle Chasse LLC
Developer
a limited liability company


By: 
Name: Brian Budden
Title: President


Witnessed By: 
Name: Ryan O'Connell

Witnessed By: 
Name: Jeff Barr

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Plenary Infrastructure Belle Chasse LLC
Developer
a limited liability company

By: 
Name: Mike Schutt
Title: Vice President

Witnessed By: 
Name: Greg Candelosi


Witnessed By: 
Name: Stephen V. Hayes

EXHIBIT A

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in the Agreement and the Technical Provisions, they have the meanings set forth below:

AASHTO	American Association of State Highway and Transportation Officials
AC	Advisory Circular
ADA	Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.
AET	All Electronic Tolling
AGO	Attorney General Office
AML	Approved Materials List
AMRL	AASHTO Materials Reference Laboratory
ASCE	American Society of Civil Engineers
ASTM	American Society of Testing and Materials
ATMS	Advanced Traffic Management System
AVI	Automatic Vehicle Identification
BDEM	Bridge Design and Evaluation Manual
BDTM	Bridge Design Technical Memorandum
BMP	Best Management Practice
BOS	Back Office System
CAD	Computer-Aided Design
CAM	Construction Administration Manual
CAP	(Environmental) Compliance Action Plan
CBR	California Bearing Ratio
CCTV	Closed Circuit Television
CEI	Construction Engineering and Inspection
CEPP	Comprehensive Environmental Protection Program
CFR	Code of Federal Regulations
CMP	Construction Monitoring Plan
CMS	Changeable Message Signs
COGO	Coordinate Geometry
ConOps	Concept of Operation
CP	Communication Plan
CPM	Critical Path Method
CPRA	Louisiana Coastal Protection and Restoration Authority

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CQAF	(Independent) Construction Quality Acceptance Firm
CQAP	Construction Quality Assurance Program
CQMP	Construction Quality Management Plan
CSC	Customer Service Center
CUSIOP HUB	Central US Interoperability Hub
CWA	Clean Water Act
D&C	Design and Construction
DBE	Disadvantaged Business Enterprise
DDD	Detailed Design Document
DMS	Dynamic Message Signs
DPM	Diesel Particulate Matter
DQPM	Design Quality Management Plan
DSS	Data Security Standard
EA	Environmental Assessment
ECI	Environmental Compliance Inspector
ECM	Environmental Compliance Manager
ECMP	Environmental Compliance and Mitigation Plan
EDSM	LA DOTD Engineering Directives and Standards Manual
EJ	Environmental Justice
EMS	Environmental Management System
EOR	Engineer of Record
EPA	Environmental Protection Agency
EPTP	Environmental Protection Training Plan
ESA	Endangered Species Act of 1973, as amended
ET	Environmental Team
ETC	Electronic Toll Collection
ETCS	Electronic Toll Collection System
FAA	Federal Aviation Administration
FAQ	Frequently Asked Questions
FAT	Factory Acceptance Testing
FHWA	Federal Highway Administration
FS	Finish to Start
FWCA	Fish and Wildlife Coordination Act
FONSI	Finding of No Significant Impact
GBEPA	Golden and Bald Eagle Protection Act

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GEC	General Engineering Circular
GIS	Geographical Information System
GIWW	Gulf Intracoastal Waterway
GNOEC	Greater New Orleans Expressway Commission
HEC	Hydraulic Engineering Circular
HM/WMP	Hazardous Materials and Wastes Management Plan
HPS	High Pressure Sodium
HVAC	Heating Ventilation and Air Conditioning
HW	Hazardous Waste
IA	Independent Assurance
ICD	Interface Control Document
ID	Identification
IMP	Incident Management Plan
IPS	Image Processing System
IRI	International Roughness Index
IVR	Interactive Voice Response
ISO	International Standards Organization or International Organization for Standardization
ITP	Instructions to Proposers
ITS	Intelligent Transportation System
IWP	Investigative Work Plan
JPA	Joint Coastal Use and Section 404 Individual Permit Application
JPEG	Joint Photographic Experts Group
LA DOTD	Louisiana Department of Transportation and Development
LCN	Lane Closure Notice
LDEQ	Louisiana Department of Environmental Quality
LED	Light-emitting Diode
LPDES	Louisiana Pollutant Discharge Elimination System
LRFD	Load and Resistance Factor Design
LSM	LADOTD Location and Survey Manual
LSSRB	Louisiana Standard Specifications for Roads and Bridges
MASH	AASHTO Manual for Assessing Safety Hardware
MBTA	Migratory Birds Treaty Act
MLT	Manual Lane Terminal
MMP	Maintenance Management Plan

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MMS	Maintenance Management System
MOA	Memorandum of Agreement(s)
MOMS	Maintenance On-line Management System
MOT	Maintenance of Traffic
MS4	Municipal Separate Storm Sewer System
MSE	Mechanically Stabilized Earth
MTBF	Mean Time Between Failure
MTP	Master Test Plan
MUTCD	Manual of Uniform Traffic Control Devices
NAGPRA	Native American Graves Protection and Repatriation Act
NAVD	North American Vertical Datum
NBIS	National Bridge Inspection Standard
NBI	National Bridge Inventory
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code
NEPA	National Environmental Policy Act
NOAA	National Oceanic and Atmospheric Agency
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
NSDI	No Direct and Significant Impacts
NTP	Notice to Proceed
O&M	Operation and Maintenance
ODR	Office of Debt Recovery
OMAT	Office of Materials and Testing
OMV	Office of Motor Vehicles
OSHA	Occupational Safety and Health Administration
OV	Owner Verification
PBS	Project Baseline Schedule
PEMP	Project Environmental Mitigation Plan
PDD	Preliminary Design Document
PDF	Portable Document Format
PE	Registered Professional Engineer
PER	Pay Estimate Request
PIC	Public Information Coordinator

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PICP	Public Information and Communications Plan
PMP	Project Management Plan
PPP	Public Private Partnership
PSQMP	Professional Services Quality Management Plan
QA	Quality Assurance
QAM	Quality Manager
QAP	Quality Acceptance Program
QC	Quality Control
QMP	Quality Management Plan
QPL	Quality Products List
RD(s)	Reference Document(s)
RECAP	Risk Evaluation and Corrective Action Program
RFC	Release for Construction Documents
RFI	Request For Information
RFID	Radio Frequency Identification
RFP	Request for Proposals
ROW	Right of Way
RP	Recycling Plan
RSS	Reinforced Soil Slope
RT	Referee Testing
RTCS	Roadside Toll Collection System
SAT	Site Acceptance Test
SDS	Safety Data Sheets
SHPO	Louisiana State Historic Preservation Office
SICP	Snow and Ice Control Plan
SIR	Site Investigation Report
SP	State Project
SW3P	Storm Water Pollution Prevention Plan
T&E	Threatened and Endangered
T&R	Traffic and Revenue
TCP	Traffic Control Plan
TIFF	Tagged Image Format
TL	Testing Level
TMC	Traffic Management Center
TMP	Transportation Management Plan

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TP	Technical Provisions
UAT	Utility Adjustment Team
UPS	Universal Power Supplies
URA	Utility Relocation Agreement
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USFWS	United State Fish and Wildlife Service
UST	Underground Storage Tank
VE	Value Engineering
VPS	Violations Processing Center
WECS	Worksite Erosion Control Supervisor
WBS	Work Breakdown Structure
XML	Extensible Markup Language

Administering Employees means employees of the Developer and the Key Members whose work related to the Project has not been completed that are involved in the administration of Federal or State funds.

Agreement Year means (a) the period beginning on the Partial Acceptance Date and ending December 31 following the Partial Acceptance Date, (b) each succeeding full calendar year during which the Agreement remains in effect, and (c) the period beginning January 1 of the calendar year in which the Agreement terminates and ending on the date of termination.

Affiliate means, when used to indicate a relationship with a specified Person, a Person that: (a) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or (b) controls, is controlled by or is under common control with such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Affiliate Contract means a Contract with an Affiliate.

Affiliate Debt means any indebtedness incurred by the Developer to an Affiliate of the Developer unless the terms of such indebtedness are comparable to terms, or are no less favorable to the Developer than terms that could have been obtained on an arm's length basis from a Person that is not an Affiliate of the Developer.

Age means the elapsed time since an Element was first constructed or installed or, if applicable, last reconstructed, rehabilitated, restored, renewed or replaced.

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Agreement or Comprehensive Agreement means the Comprehensive Agreement Relating to the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, dated as of the Agreement Date, as supplemented or further amended from time to time.

Agreement Date means the date written on the cover page of the Agreement, which date will be the date on which the parties have executed and delivered the Agreement.

Airspace means any and all real property, including the surface of the ground, within the vertical column extending above and below the surface boundaries of the Project Right of Way and not necessary or required for the Project (including Project Enhancements) or developing, permitting, designing, financing, constructing, installing, equipping, operating, maintaining, tolling, repairing, reconstructing, restoring, rehabilitating, renewing or replacing the Project (including Project Enhancements) or the Developer's timely fulfillment of its obligations under the Contract Documents.

All-Electronic Tolling (AET) shall mean the identification and processing of all vehicles for the purpose of collecting tolls in an open-road non-stop environment through electronic means either through the use of transponders using radio frequency identification technology, cameras capturing images of license plates, or a combination thereof.

Allocable Costs means:

- (a) for services performed using the LA DOTD or Developer personnel, materials and equipment, the sum of:
 - (i) an amount equal to the reasonable fully burdened hourly rate (including overhead and fringe benefits) of each employee providing such services multiplied by the actual number of hours such employee performs such services; plus
 - (ii) the reasonable cost of all materials used, including sales taxes, freight and delivery charges and any allowable discounts; plus
 - (iii) reasonable and documented out-of-pocket costs and expenses of each employee (including travel, meals and lodging costs), subject to any limitations and requirements on such costs and expenses set forth in the LA DOTD's travel guidelines; plus
 - (iv) the costs for the use, operating, maintenance, fuel, storage and other costs of all deployed tools (excluding small tools) and equipment, calculated at hourly rates determined from the most current volume of the Rental Rate Blue Book published by Nielsen/DATAQUEST, Inc. of Palo Alto, California, or its successors without area adjustment, but with equipment life adjustment made in accordance with the rate adjustment tables; provided that if rates are not published for a specific type of tool or equipment, the LA DOTD will establish a rate for it that is consistent with its cost and use in the industry; and

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(b) if the services are performed by a contractor under contract with the LA DOTD or the Developer, the sum of:

(i) all reasonable amounts owing under such contract; *provided*, that if the contract is an Affiliate Contract, the lesser of the contract amount or the amount that would be reasonably obtained in an arm's length transaction for comparable services with a person that is not an Affiliate; plus

(ii) the amount to reimburse the LA DOTD or the Developer for the actual and documented reasonable costs of administering the contract, but not to exceed 10% of the value of the contract; plus

(iii) all reasonable costs the LA DOTD or the Developer reasonably incurs to enforce or pursue remedies for the contractor's failure to perform in accordance with the contract, except in the case of a contract that is an Affiliate Contract.

Alternative Facility means the construction by the LA DOTD or its separate contractors of: (i) a tolled or non-tolled new bridge, (ii) a non-tolled replacement of an existing bridge, (iii) a tolled replacement of an existing bridge (to the extent such tolls are determined to be *de minimis* in the LA DOTD's sole discretion), or (iv) a tolled or non-tolled new tunnel; in each case crossing the Gulf Intracoastal Waterway within five miles of the New Bridge that did not exist prior to the Agreement Date and is open to traffic during the Term. An Alternative Facility excludes, however, the following:

(a) A Project Enhancement that the Developer builds; or

(b) A Project Enhancement for which LADOTD grants to the Developer the exclusive right to operate, toll and maintain during the Term under the terms and conditions of the Agreement.

Alternative Technical Concepts means the alternative technical concepts approved by the LA DOTD included in the Proposal.

Annual CPI Buy-Down Payment Amount means the amount calculated as the total of:

(a) \$875,000, multiplied by

(b) the ratio of: (i) the most recent CPI as of the date which is 30 Business Days prior to the relevant Annual CPI Buy-Down Payment Date, to (ii) the CPI as of January 1, 2019.

Annual CPI Buy-Down Payment Date is defined in Section 5.07(a).

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Archeologist means a member of the Developer's environmental team responsible for assessment of cultural resources potentially impacted by the Work as more particularly described in the Technical Provisions.

Asset Condition Score means the Raw Asset Condition Score, the Element Category Asset Condition Score or the Aggregate Asset Condition Score (as applicable), reported by Developer following a Performance Inspection, as described in the Technical Provisions.

Automated Clearing House (ACH) means a computer and network based system that processes electronic financial transactions between participating depository for the purpose of transferring funds.

Authorized Representatives means the individuals identified in Section 24.03.

Back Office System (BOS) means the hardware and software provided to support customer service and toll transaction processing activities which will interface with various other external systems, including the RTCS, for the purpose of toll collection.

Bank Rate means the prime rate of interest announced publicly by *The Wall Street Journal* (or its successors) as the so-called "prime rate."

Base Case Equity IRR means the nominal post-tax Internal Rate of Return on Committed Investment over the full Term projected in the Base Case Financial Model or the Base Case Financial Model Update, as applicable.

Base Case Financial Model means the Initial Base Case Financial Model, as may be adjusted at Financial Close.

Base Case Financial Model Update means the update to the Base Case Financial Model that has been reviewed and commented by the LA DOTD pursuant to Section 6.02(c).

Baseline Element Condition Report (BECR) means the report to be prepared by Developer as part of the Maintenance Management Plan providing the existing condition of all Elements as further described in the Technical Provisions.

Baseline Inspections mean the inspections to determine the existing condition of each Element as further described in the Technical Provisions.

Benchmark Rates mean the underlying benchmark index interest rates as approved by the LA DOTD prior to the Proposal Due Date and used in the financing contained in the financing plan and financial model set forth in the Financial Proposal submitted at the Proposal Due Date.

Best Management Practices (BMP) has the meaning set forth in *Storm Water Management for Construction Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA Document 832 R 92-005).

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Breakage Costs means any prepayment premiums or penalties, make-whole payments or other prepayment amounts (including premiums) that the Developer must pay under any Project Financing Agreement as a result of the early repayment of Developer Debt prior to its scheduled maturity date.

Business Day means any day on which the LA DOTD is officially open for business.

Category 1 Defect has the meaning set forth in Section 18 of the Technical Provisions.

Category 2 Defect has the meaning set forth in Section 18 of the Technical Provisions.

CCTV Roadway Overview Cameras mean the cameras that have a view of the entire roadway and the toll zone that are used to monitor activities and roadway conditions at the toll facility.

Change Order means a written order issued by the LA DOTD to the Developer delineating changes in the Work or in the terms or conditions of the Technical Provisions, as applicable, in accordance with Section 13.02.

Change Proposal is defined in Section 13.02(b)(ii).

Claim means any and all claims, disputes, disagreements, causes of action, demands, suits, proceedings, damages, injuries, liabilities, obligations, losses, costs and expenses.

Closed Circuit Television (CCTV) means the industry term referring to a camera system that captures and transmits video to specified location (as opposed to broadcasting openly) for the purpose of surveillance.

Closure or Lane Closure means that any traffic lane, ramp, cross road, shoulder or sidewalk is closed or blocked, or that the use thereof is otherwise restricted for any duration.

Collateral Agent means the Institutional Lender (or representatives thereof) acting on behalf of or at the direction of the other Lenders or the Person or Persons so designated in an intercreditor agreement or other document executed by all Lenders to whom Financing Assignments are outstanding at the time of execution of such document, a copy of which will be delivered by the Developer to the LA DOTD.

Committed Investment means (a) any form of direct investment by Equity Members, including the purchase of equity shares in the Developer; (b) any bona fide indebtedness of the Developer for funds borrowed that: (i) is held by any Equity Member and (ii) is subordinated in priority of payment and security to all Developer Debt held by Persons who are not Equity Members; or (c) an irrevocable on-demand letter of credit issued by or for the account of an Equity Member naming the Developer or the Collateral Agent as beneficiary and guaranteeing the provision of the direct investment or loan referenced in clause (a) or (b) of this definition.

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Compensation Event means any of the following events (subject to any other limitations, requirements and other conditions set forth in the Agreement):

- (a) LA DOTD-Caused Delay;
- (b) LA DOTD Change or LA DOTD Project Enhancement;
- (c) an order by the LA DOTD suspending tolls on the New Bridge;
- (d) the issuance by a court having jurisdiction over the Project of any injunction or other order enjoining or estopping the Developer or the LA DOTD from the performance of its rights or obligations pursuant to the Contract Documents, in any case for more than 45 Days in the aggregate;
- (e) discovery within the Project Right of Way of archeological, paleontological or cultural resources (including historic properties), excluding any such resources known to Developer prior to the Proposal Due Date or that would have become known to the Developer by undertaking reasonable investigation prior to the Proposal Due Date;
- (f) discovery within the Project Right of Way of any threatened or endangered species (regardless of whether the species is listed as threatened or endangered prior to the Proposal Due Date), excluding any such presence of species known to the Developer prior to the Proposal Due Date or that would have become known to the Developer by undertaking reasonable investigation prior to the Proposal Due Date;
- (g) discovery of a Differing Site Condition;
- (h) the LA DOTD's lack of good and sufficient title or right to enter or occupy any parcel that the LA DOTD owns as of the Agreement Date;
- (i) discovery of a Utility which could not have been reasonably discovered pursuant to, or the existence of which could not have been reasonably inferred from, the Developer's examinations, investigations, review, inspections and other activities undertaken prior to the Proposal Due Date;
- (j) any Force Majeure Event that causes physical damage to the Existing Bridge and Tunnel, the existing X Street corridor prior to Final Acceptance, or the LA23 Algiers Canal Bridge, excluding physical damage to modifications and improvements performed by the Developer thereto;
- (k) Discriminatory Change in Law;
- (l) Alternative Facilities; or
- (m) Utility Owner Delay caused by a Designated Utility;

provided that each of the above events does not arise as a result of the breach of contract, negligence or other culpable act or omission of the Developer or any other Developer Party.

Compensation Event Notice is defined in Section 13.01(a)(i).

Comprehensive Environmental Protection Program (CEPP) means the document obligating the Developer to protect the environment and document the measures taken during the performance of the Work to avoid and minimize impacts on the environment, as further described in the Technical Provisions.

Construction Documents means all shop drawings, working drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary for construction of the Project and/or the Utility Relocations included in the Work, in accordance with the Contract Documents.

Construction Manager means the individual designated by the Developer in the position who is (a) responsible for ensuring that the Project is constructed in accordance with the Contract Documents, (b) assigned to the Project full time no later than from the time construction activity begins, (c) co-located/on-site, and (d) responsible for managing the Developer's construction personnel, scheduling of the construction quality assurance personnel, and administering all construction requirements.

Construction Monitoring Plan (CMP) means the plan indicating times, locations, and other conditions under which monitoring of construction activities are to be performed to maintain and ensure compliance with Environmental Laws and the Contract Documents, as more particularly described in the Technical Provisions.

Construction Period means the period commencing on the Agreement Date through the Final Acceptance Date.

Construction Quality Acceptance Firm (CQAF) means the independent firm responsible for performing independent quality assurance material testing, inspection, and audits of the CQP.

Construction Quality Acceptance Manager means the person appointed by the CQAF who is responsible for management and quality acceptance functions, as more particularly described in the Technical Provisions.

Construction Quality Management Plan (CQMP) means the plan that establishes quality control and quality acceptance procedures for the Work as more particularly described in the Technical Provisions.

Construction Work means all Work to build or construct, make, form, manufacture, furnish, install, supply, deliver or equip the Project and/or the Utility Adjustments. Construction Work includes landscaping

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Consultant means any Person at the time retained by or on behalf of the LA DOTD or the Developer, which Person is experienced and has a national and favorable reputation in the matters for which such Person is so employed.

Consumer Price Index (CPI) means the “Consumer Price Index – U.S. City Averages for all Urban Consumers, All Items” (not seasonally adjusted), or its successor, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor; provided, that if the CPI is changed so that the base year of the CPI changes, the CPI will be converted in accordance with the conversion factor published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor. If the CPI is discontinued or substantially altered, the applicable substitute index will be that chosen by the Secretary of the Treasury for the Department of Treasury’s Inflation-Linked Treasuries as described at 62 Fed. Reg. 846-847 (Jan. 6, 1997), or if no such securities are outstanding, will be determined by the parties in accordance with general market practice at that time.

Contract or **Subcontract** means any contract, subcontract, or other form of agreement to perform any part of the Work or provide any materials, equipment or supplies for the Project and/or the Utility Relocations included in the Work, on behalf of the Developer or any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

Contract Documents is defined in Section 3.02(a).

Contractor or **Subcontractor** means any Person with whom the Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project and/or the Utility Relocations included in the Work, on behalf of the Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

Corrective Action means a process that, reports, and resolves systemic deficiencies, including, but not limited, to (a) repetitive nonconformances that indicate inadequacies in either production processes or inspections; (b) issues of safety; (c) conditions likely to have a significant negative effect on the Project; or (d) quality procedures not being carried out in a responsive manner. Corrective Actions may include, but are not limited to, additional training or re-training of personnel and, in some cases, removal of personnel from the activity and/or the Project.

CPI Buy-Down Escrow Account is defined in Section 7.02(d).

Credit and Cash Balances means proceeds of Developer Debt and contributed and unreturned cash Equity Contributions, as well as Toll Revenues and interest earnings, that are held as cash and credit balances in accounts held by or on behalf of the Developer, including in Lender accounts and reserve accounts.

Critical Path means each critical path on the Project Schedule as applicable (i.e. the term shall apply only following consumption of all available Float in the schedule as applicable). The lower-case term "critical path" means the activities and durations associated with the longest

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chain(s) of logically connected activities through the Project Schedule with the least amount of positive slack or the greatest amount of negative slack.

Cultural Resource Management Personnel means the Archeologist and the Historian, and each of their respective staffs.

Cumulative Toll Revenues has the meaning set forth in Section 1.3 of Exhibit C to this Agreement.

Customer Groups means groups, Persons and entities having a perceived stake or interest in the Project, including: the media, elected officials, Governmental Authorities, general public residing or working within the general vicinity of the Project or traveling within or across the limits of the Project, business owners within or adjacent to the Project, Utility Owners, operating railroads, community groups, local groups (neighborhood associations, business groups, chambers of commerce, convention and visitors bureaus, contractors, etc.) and other Persons or entities affected by the Project, including those identified in the Technical Provisions.

Customer Service Center (CSC) means the facility that houses the equipment and personnel required to establish, manage, and maintain customer accounts; provide customer service; process toll transactions and license plate images; prepare customer notifications; process payments; and manage transponder inventory and order fulfillment.

Customer Service Representative (CSR) means the personnel who interact with customers on behalf of an organization.

Day or day means a calendar day.

Defect means a deterioration in the condition or performance of an Element, whether by design, construction or installation, affecting the condition, use, functionality or operation of any Element, which would cause or have the potential to cause one or more of the following:

- (a) a hazard, nuisance or other risk to public or worker health or safety, including the health and safety of road users;
- (b) a structural deterioration of the affected Element;
- (c) damage to a third party's property or equipment;
- (d) damage to the Environment; or
- (e) failure of the affected Element to meet a Performance Requirement.

Defect Remedy Period means, for a Defect, the time period for rectifying that Defect set forth in:

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(a) For a Category 1 Defect, the column headed “Category 1 Hazard Mitigation” or “Category 1 Permanent Remedy” in the Performance and Measurement Tables; and

(b) For a Category 2 Defect, the column headed “Cat. 2” in the Performance and Measurement Tables.

Delay Event means (subject to any other limitations, requirements and other conditions set forth in the Agreement):

(a) with respect to any Work performed prior to Final Acceptance, the occurrence of one or more of the following events occurring prior to Final Acceptance:

(i) a Force Majeure Event;

(ii) an unreasonable and unjustifiable failure by a Governmental Authority to issue, or an unreasonable and unjustified delay by a Governmental Authority in issuing, any Governmental Approval or other authorization required for the Project or the Work;

(iii) the issuance by a court having jurisdiction over the Project of any injunction or other order enjoining or estopping the Developer or the LA DOTD from the performance of its rights or obligations pursuant to the Contract Documents;

(iv) LA DOTD Change or LA DOTD Project Enhancement;

(v) LA DOTD-Caused Delay;

(vi) discovery of a Utility which could not have been reasonably discovered pursuant to, or the existence of which could not have been reasonably inferred from, the Developer’s examinations, investigations, review, inspections and other activities undertaken prior to the Proposal Due Date;

(vii) the LA DOTD’s lack of good and sufficient title or right to enter or occupy any parcel that the LA DOTD owns as of the Agreement Date;

(viii) discovery within the Project Right of Way of archeological, paleontological or cultural resources (including historic properties), excluding any such resources known to Developer prior to the Proposal Due Date or that would have become known to the Developer by undertaking reasonable investigation prior to the Proposal Due Date;

(ix) discovery within the Project Right of Way of any threatened or endangered species (regardless of whether the species is listed as threatened or endangered prior to the Proposal Due Date), excluding any such presence of

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species known to the Developer prior to the Proposal Due Date or that would have become known to the Developer by undertaking reasonable investigation prior to the Proposal Due Date;

(x) discovery of a Differing Site Condition;

(xi) any Force Majeure Event that causes physical damage to the Existing Bridge and Tunnel;

(xii) Discriminatory Change in Law; or

(xiii) Utility Owner Delay;

(b) with respect to any Work performed after Final Acceptance, the occurrence of one or more of the following events occurring after Final Acceptance:

(i) a Force Majeure Event;

(ii) the issuance by a court having jurisdiction over the Project of any injunction or other order enjoining or estopping the Developer or the LA DOTD from the performance of its rights or obligations pursuant to the Contract Documents;

(iii) LA DOTD Change or LA DOTD Project Enhancement;

(iv) an LA DOTD-Caused Delay; or

(v) Discriminatory Change in Law.

provided that, in either case under clause (a) or (b) above, the event: (1) results in a delay or interruption in the performance by the Developer of any obligation under the Contract Documents and (2) does not arise as a result of the breach of contract, negligence or other culpable act or omission of the Developer or any other Developer Party.

Delay Event Notice is defined in Section 12.01(a).

Demolition and Abandonment Plan (D&AP) means the plan prepared by the Developer and which considers the types and sizes of Utilities and structures that will be demolished, decommissioned or otherwise rendered permanently non-operational during the Term, as more particularly described in the Technical Provisions.

Demobilization Costs means the amount necessary to reimburse the reasonable out-of-pocket and documented costs and expenses incurred by the Developer to demobilize and terminate Contracts, excluding the Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual).

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Depository means a savings bank, a savings and loan association or a commercial bank or trust company which would qualify as an Institutional Lender, designated by the Developer and approved by the LA DOTD, to serve as depository pursuant to the Agreement; provided, that so long as Developer Debt is outstanding, the Depository will be the Collateral Agent.

Design-Build Contract means the contract between the Developer and a Contractor for the Design-Build Work.

Design-Build Contractor means the Contractor that has entered into a Design-Build Contract with the Developer.

Design-Build Price means the contract price of the Design-Build Contract.

Design-Build Performance Security is defined in Section 16.07(a)(i).

Design-Build Work or **D&C Work** means all Design Work and Construction Work required under the Contract Documents to achieve Final Acceptance.

Design Documents means all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Project and/or the Utility Adjustments in accordance with the Contract Documents, the Governmental Approvals and applicable Law.

Design Exception means a deviation from one or more of the controlling criteria of the LA DOTD design policy, requested pursuant to the LA DOTD Design Exception Request Process.

Design Manager means the person responsible for ensuring the Design Work is completed and design criteria requirements are met.

Design Quality Management Plan (DQMP) means the plan prepared by the Developer setting forth the internal quality control and quality assurance procedures to be followed during performance of Professional Services, as more particularly described the Technical Provisions.

Design Submittal means the Submittal by the Developer for review and comment by the LA DOTD of horizontal and vertical geometrics, bridge clearances and limits of the Work as required in the Technical Provisions.

Design Waiver means a deviation from the minimum requirements in a non-controlling category as identified in the LA DOTD Roadway Design Manual.

Design Work means all Work of design, engineering or architecture for the Project, Project ROW acquisition or Utility Adjustments.

Designated Utility is defined in Section 8.04(f)(i).

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Developer means Plenary Infrastructure Belle Chasse LLC.

Developer Damages means the amount calculated pursuant to Section 13.01(b).

Developer Debt means bona fide indebtedness (including subordinated indebtedness) for or in respect of funds borrowed (including bona fide indebtedness with respect to any financial insurance issued for funds borrowed) or for the value of goods or services rendered or received, the repayment of which has specified payment dates and is secured by one or more Financing Assignment including principal, capitalized interest, accrued interest, customary and reasonable lender, financial insurer, agent and trustee fees, costs, expenses and premiums with respect thereto, payment obligations under interest rate and inflation rate hedging agreements or other derivative facilities with respect thereto, reimbursement obligations with respect thereto, lease financing obligations, and Breakage Costs but excluding:

(a) indebtedness of the Developer or any shareholder, member, partner or joint venture member of the Developer that is secured by anything less than the entire Developer's Interest, such as indebtedness secured only by an assignment of economic interest in the Developer or of rights to cash flow or dividends from the Developer;

(b) any increase in indebtedness to the extent resulting from an agreement or other arrangement that the Developer enters into or first becomes obligated to repay after it was aware (or should have been aware, using reasonable due diligence) of the occurrence or prospective occurrence of an event of termination, but excluding a rescue refinancing approved by the LA DOTD;

(c) any debt for which notice has not been given to the LA DOTD in accordance with the Agreement (together with the related Project Financing Agreements); and

(d) any default interest unless such default interest has accrued as a result of LA DOTD Default.

Developer Debt Termination Amount means the aggregate of (without double counting): all principal, interest, banking fees and premiums on financial insurance policies, costs and expenses and other amounts properly incurred owing or outstanding to any person or entity that provides Developer Debt by the Developer under or pursuant to the Project Financing Agreements on the date of expiration or earlier termination of the Agreement, including any Breakage Costs.

Developer Default is defined in Section 18.01.

Developer Default Notice is defined in Section 18.02(a).

Developer Default Termination Amount means the least of the following:

(a) 80% of the Developer Debt Termination Amount minus all Credit and Cash Balances;

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(b) If the Agreement is terminated for Developer Default prior to Partial Acceptance, (i) the Design-Build Price, minus (ii) the LADOTD's cost to complete the Project, minus (iii) the amount of the Public Funds Payments paid; or

(c) If the Agreement is terminated for Developer Default after Partial Acceptance, (i) the Project Value, minus (ii) the amount of any damages due to the LADOTD resulting from the Developer Default, including the LADOTD's reasonable costs to terminate and take over the Project, but without double counting where such costs are part of the determination of Project Value.

Developer Financial Party means any guarantor of the Developer's material and executory obligations under the Agreement or any Equity Member of the Developer with material financial obligations to the Developer.

Developer Marks means the Developer's name and/or other trademarks, service marks and trade names owned or licensed by the Developer.

Developer Party or **Developer-Related Entity** means: (a) the Developer and any Affiliate and any agents, Representatives, officers, directors, employees thereof; (b) Contractors; and (c) any other Persons for whom the Developer may be legally or contractually responsible.

Developer Project Enhancement means any major additions to or major modifications to the Project undertaken by the Developer pursuant to Section 11.01.

Developer Representative means an individual designated in accordance with Section 24.03.

Developer's Interest means the interest of the Developer in the Project created by the Agreement and the rights and obligations of the Developer pursuant to the Agreement, which will constitute contract rights.

Developer's Project Manager means the person responsible for overall design, construction, maintenance, contract administration, safety and environmental compliance on behalf of the Developer during the Construction Period.

Development Contract means any agreement that is entered into by the LA DOTD and the Developer from time to time that sets forth the parties' rights and obligations with respect to the design and construction of a Project Enhancement, which will include such terms as may be mutually agreed by the Developer and the LA DOTD.

Differing Site Condition means (a) subsurface or latent physical conditions that are encountered at the site and differ materially from the conditions indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the type of Work provided for in the Contract Documents; provided in all cases that the Developer had or should have no actual or constructive knowledge of such conditions as of the Proposal Due Date. A Differing

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Site Condition would include occasions when the information indicated in the geotechnical borings and/or tests provided by the LA DOTD are inaccurate at the specific location(s) of those borings or tests to the extent that correct information would have resulted in accurate assumptions. The LA DOTD represents that, to the best of its knowledge, the information represented by the borings and tests taken by the LA DOTD are accurate at the location of the borings and tests. Any extrapolation of such information to other locations by the Developer is at the Developer's risk.

Direct Agreement means the agreement executed among the LA DOTD, the Developer and the Collateral Agent, in the form attached as Exhibit F.

Directive Letter means an order issued by the LA DOTD in accordance with Section 13.02(d) directing the Developer to perform Work.

Discriminatory Change in Law means the adoption of any State Law or any change in any State Law or in the interpretation or application thereof during the Term that, except as otherwise provided within this definition:

- (a) has the effect of discriminating solely against the Project or the Developer;
- (b) permits vehicles other than Permitted Vehicles to travel on the Project;
- (c) increases the categories or classifications of Exempt Users;
- (d) limits the Developer's right to impose, charge, collect and enforce tolls and Incidental Charges in accordance with Section 5.01; or
- (e) imposes any State or local property tax or similar ad valorem tax or charge or recordation tax on a deed, release or other document recorded in connection with the Agreement, unless recorded by the Developer, but excluding (i) any taxes of general application on overall net income or (ii) any taxes levied, rated, charged, imposed or assessed in connection with any Transfer during the Term of all or any portion of the Developer's Interest or of any interest in the Developer;

None of the following will be a Discriminatory Change in Law:

- (i) the development and operation of any existing or new mode of transportation (including a road, street, highway or mass transit facility) that results in the reduction of Toll Revenues or in the number of vehicles using the Project; or
- (ii) the exercise by the State of its regulatory and police powers.

Dispute means any Claim, dispute, disagreement or controversy between the LA DOTD and the Developer concerning their respective rights and obligations under the Contract Documents.

Distribution means:

- (a) any distribution, dividend, repayment of Shareholder Loans or other payment, monetary or in-kind, made by the Developer to any Equity Members, including from the proceeds of any Refinancing, on account of equity investment in the Developer;
- (b) any payment by the Developer to an Affiliate other than pursuant to an Affiliate Contract to which the LA DOTD has consented in accordance with Section 23.01(c) or which does not require the LA DOTD's consent in accordance with Section 23.01(c); or
- (c) the early release of any contingent funding liabilities to any Equity Member.

Drainage Design Report means the report documenting all components of the Project's drainage system, as more particularly described in the Technical Provisions.

Dynamic Message Sign (DMS) means an electronic changeable-message sign used on roadways to give travelers information.

Early Handback Option is defined in Section 19.07(a).

Electronic Toll Collection (ETC) means a system of integrated devices and components that perform the automatic recording and reporting of vehicle transactions through electronic media in a toll revenue collection system.

Element means an individual component, system or subsystem of the Project included in the Design-Build Work or Rehabilitation Work, and will include at a minimum a breakdown into the items described in the Performance and Measurement Baseline Table, further subdivided by Performance Section where appropriate.

Element Category shall mean any of the project element categories set forth in the Performance and Measurement Tables.

Element Category Asset Condition Score means the weighted mean of the Raw Asset Condition Scores for each measurement record reported separately for each Element Category as further described in the Technical Provisions.

Emergency means any unplanned event within the Project Right of Way that:

- (a) presents an immediate or imminent threat to the long term integrity of any part of the infrastructure of the Project, to the Environment, to property adjacent to the Project or to the safety of road users or the traveling public; or
- (b) is a declared state of emergency pursuant to State or Federal Law.

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Emergency Services means law enforcement, ambulance service and other similar services from agencies with which the Developer establishes protocols for incident response, safety and security procedures, as set forth in the Maintenance Management Plan.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with development of the Project, including New Environmental Approvals, approvals and permits required under NEPA and those approvals identified in the Technical Provisions.

Environmental Assessment means the environmental assessment performed by the LA DOTD for the Project, as updated and modified by the NEPA reevaluation performed by the LA DOTD and approved by FHWA on September 4, 2019.

Environmental Commitment means an environmental requirement that must be fulfilled before, during or after construction. Environmental Commitments include commitments to avoid impacts in specified areas, complete environmental investigations before construction impacts, or to perform specified actions after completion of construction.

Environmental Compliance and Mitigation Plan (ECMP) means the Developer's plan, to be prepared under the CEPP described in the Project Management Plan, for performing all environmental mitigation measures set forth in the Environmental Approvals, and for complying with all other conditions and requirements of the Environmental Approvals, as more particularly described in the Technical Provisions.

Environmental Compliance Inspectors (ECIs) means the person(s) retained or employed by the Developer who provide on-site monitoring of the Project and the Work under direction of the Environmental Compliance Manager, as more particularly described in the Technical Provisions.

Environmental Compliance Manager (ECM) means the person responsible for monitoring, documenting, reporting on and ensuring compliance of all on-site activities with the requirements of all permits and regulatory requirements.

Environmental Laws means any Laws applicable to the Project regulating or imposing liability or standards of conduct concerning or relating to the regulation, use or protection of human health, the Environment or Hazardous Materials, including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601 *et seq.*, the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*, the Federal Clean Water Act, 33 USC Section 1351 *et seq.*, the Occupational Safety and Health Act, 29 USC Section 651 *et seq.*, as currently in force or as hereafter amended.

Environmental Management System (EMS) means the system and program that the Environmental Compliance Manager supervises, which includes monitoring field activities for environmental compliance by environmental inspectors, producing weekly reports, providing an

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environmental training program including a training staff, and developing an environmental team, as more particularly described in the Technical Provisions.

Environmental Monitoring Report means the method by which the Developer documents compliance with the CMP, as described in the Technical Provisions.

Environmental Protection Training Program (EPTP) means the program to be initiated by the Developer and overseen by the LA DOTD personnel to ensure the Work is conducted in accordance with the Environmental Commitments set forth in all Environmental Laws and Environmental Approvals applicable to the Project, as more particularly described in the Technical Provisions.

Environmental Team (ET) means the personnel team appointed by Developer, and led by the ECM, to ensure compliance with all Environmental Laws and Environmental Approvals applicable to the Project as more particularly described in the Technical Provisions.

Environmental Training Staff means personnel with experience as set forth in the Technical Provisions and appointed by the ECM to develop and implement an Environmental Protection Training Program as more particularly described in the Technical Provisions.

Equity Contribution Amount means one or more equity contributions in the aggregate amount shown, as of the date of this Agreement, in the Initial Base Case Financial Model and, as of the Financial Close Date, in the Base Case Financial Model.

Equity Contributions means (without duplication) cash and Equity Funding Agreements, each in form and substance acceptable to the LA DOTD.

Equity Funding Agreements means the equity funding agreements, dated the Financial Close Date, by and among the Equity Members, the Developer and the Collateral Agent (if applicable), with respect to the capital commitments for the Project.

Equity IRR means the nominal post-tax Internal Rate of Return calculated on the Committed Investment on a cash on cash basis over the full Term projected in the Base Case Financial Model.

Equity Member means any Person with a direct equity interest in the Developer.

Escrow Account Funding Deficiency Amount is defined in Section 7.02(f).

Escrow Agent means Hancock Whitney, or such other entity serving as escrow agent pursuant to the Escrow Agreement.

Escrow Agreement means the escrow agreement among the Developer, the LA DOTD and the Escrow Agent which will be in substantially the form attached as Exhibit D, as it may be amended or supplemented from time to time in accordance with its terms.

Exempt Refinancing has the meaning set forth in Section 7.05(c).

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Exempt Users means all Persons that are entitled to free and unhampered passage over toll bridges in the State pursuant to Law.

Existing Bridge means the Judge Perez Bridge crossing the Gulf Intracoastal Waterway in operation as of the Agreement Date.

Existing Bridge and Tunnel means, collectively, the Existing Bridge and the Existing Tunnel.

Existing Facilities means Elements within the Project Limits as of the Agreement Date.

Existing Tunnel means the Belle Chasse Tunnel crossing the Gulf Intracoastal Waterway in operation as of the Agreement Date.

Factory Acceptance Test (FAT) means a test carried out at the toll system provider's factory site for a full system demonstration and complete system testing to show that all toll system functional and performance requirements can be met.

Federal means of or relating to the central government of the United States of America.

Federal Requirements means the provisions required to be part of federal-aid contracts relating to highway projects and applicable to the Project, including the provisions set forth in Exhibit L.

Final Acceptance means the occurrence of all the events and satisfaction of all the conditions set forth in Section 8.10(b).

Final Acceptance Certificate means the certificate issued by the LA DOTD indicating that the Developer has achieved Final Acceptance pursuant to Section 8.10.

Final Acceptance Date means the date on which Final Acceptance is achieved, as indicated in the Final Acceptance Certificate.

Final Acceptance Deadline means 1,880 Days after Notice to Proceed, as may be adjusted pursuant to the Agreement.

Final Design means, depending on the context: (a) the Final Design Documents, (b) the design concepts set forth in the Final Design Documents or (c) the process of development of the Final Design Documents.

Final Design Documents means the complete final construction drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records, and submittals necessary or related to the construction of the Project and any Utility Adjustments, and satisfying the requirements presented in the Technical Provisions.

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Final Design Submittal means the submittal by the Developer for review and comment by LA DOTD of Design Documents certified by the Design Quality Control Manager demonstrating compliance with the Contract Documents and incorporating all Intermediate Design Submittal review comments, as more particularly described in the Technical Provisions.

Financial Close means satisfaction of all of the conditions set forth in Section 7.03.

Financial Close Date means the date on which Financial Close occurs.

Financial Close Deadline means the date by which Financial Close must occur, which is 30 Days after the Agreement Date.

Financial Close Liquidated Damages is defined in Section 8.11(a)(i).

Financial Model Auditor means any independent, recognized auditor engaged by the Developer, reasonably acceptable to the LA DOTD, who will audit the Base Case Financial Model and modifications to the Financial Model Formulas, and perform such other services as are required in the Agreement.

Financial Model Formulas means the financial formulas that the Developer and the LA DOTD have agreed upon as of the Agreement Date as a basis for the Base Case Financial Model and any updates pursuant to the Agreement but without the data and the information used by or incorporated in the Base Case Financial Model or Base Case Financial Model Update.

Financial Proposal means the financial proposal submitted by the Developer pursuant to the ITP.

Financing Assignment is defined in Section 7.04(a).

Float means the amount of time that any given activity or logically connected sequence of activities shown on the Project Schedule may be delayed before it will affect the Partial Acceptance Deadline or Final Acceptance Deadline, as applicable. Such Float is generally identified as the difference between the early completion date and late completion date for activities as shown on the Project Schedule.

FONSI means the Finding of No Significant Impact related to the Project issued by the FHWA on January 3, 2019 approving and incorporating the Environmental Assessment.

Force Majeure Event means the occurrence of any of the following events:

(a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Project, in each case occurring within the State;

(b) any act of terrorism or sabotage that causes direct physical damage to or otherwise directly causes interruption to construction or direct losses during operation of the Project;

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- (c) nuclear explosion or contamination, in each case causing direct physical damage to the Project or radioactive contamination of the Project;
- (d) riot and civil commotion on or in the immediate vicinity of the Project;
- (e) flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes direct physical damage to the Project; and
- (f) fire or explosion not attributable to the Developer or any Developer Party that directly impacts a material element of the physical improvements to the Project or that materially impacts performance of the Work.

General Inspection(s) means an inspection of Elements to identify Defects and assess asset condition.

Generally Accepted Accounting Principles (GAAP) means such accepted accounting practice as conforms at the time to generally accepted accounting principles in the United States of America, consistently applied.

General Warranty is defined in Section 8.12(a)(i).

General Warranty Period is defined in Section 8.12(a)(ii).

Geotechnical Engineering Reports means the reports documenting the assumptions, conditions and results of geotechnical investigations and analysis, as more particularly described in the Technical Provisions.

Good Industry Practice means the industry practices and standards that would be exercised by a prudent and experienced developer, designer, engineer, contractor, operator or maintenance provider engaged in the same kinds of undertakings and under similar circumstances as those applying to the Work.

Governmental Approvals means all local, regional, state and Federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under Law prior to undertaking any particular activity contemplated by the Contract Documents.

Governmental Authority or **Governmental Entity** means any court, Federal, state, or local government, department, commission, board, bureau, agency or other regulatory or governmental authority, but will not include the LA DOTD.

Greater New Orleans Expressway Commission (GNOEC) means the toll agency responsible for constructing, maintaining, repairing and operating the tolled dual span bridge-Expressway and requisite approaches, across Lake Pontchartrain, (Causeway Bridge) connecting Jefferson and St. Tammany Parishes.

Gross Revenues means the amount calculated as follows:

- (a) Toll Revenues; plus
- (b) Annual CPI Buy-Down Payment Amounts which have been paid or are due and owing by the LA DOTD to the Developer; plus
- (c) all other amounts derived from or in respect of the operation of the Project which constitute revenues of the Developer in accordance with GAAP, including any interest income the Developer earns on any funds on deposit in any bank account or securities account; plus
- (d) the amounts paid or to be paid by the LA DOTD to the Developer as a result of a Compensation Event within the current calendar year that compensates for Net Cost Impact pursuant to the Agreement; minus
- (e) total credits and refunds of Toll Revenues made by the Developer to customers and users on account of Toll Revenue previously collected.

Guaranty means the guaranty provided in accordance with Section 16.07(d).

Handback Requirements means the terms, conditions, requirements and procedures governing the condition in which the Developer is to deliver all Elements within the Project Limits to the LA DOTD upon expiration of the Agreement, as set forth in Section 19.13 of the Technical Provisions.

Hazardous Materials means, but is not limited to, any solid, liquid, gas, odor, heat, sound, vibration, radiation or other substance or emission which is or could be considered a contaminant, pollutant, dangerous substance, toxic substance, Hazardous Waste, solid waste, or hazardous material which is or becomes regulated by Laws or which is classified as hazardous or toxic under Laws.

Hazardous Materials Management means procedures, practices and activities to address and comply with Environmental Laws and Environmental Approvals with respect to Hazardous Materials encountered, impacted, caused by or occurring in connection with the Work, as well as investigation and remediation of such Hazardous Materials. Hazardous Materials Management may include sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under applicable Law.

Hazardous Materials Management Plan (HM/WMP) means the plan for the safe handling, storage, treatment and/or disposal of Hazardous Materials during the O&M Work, as more particularly described in the Technical Provisions.

Hazardous Materials Management Program (HMMP) means the programs and plans prepared by Developer for the safe handling, storage, treatment and/or disposal of Hazardous Materials both within and outside the Project ROW, including the Comprehensive Environmental Protection Program and Hazardous Materials Management Plan, as more particularly described in the Technical Provisions.

Hazardous Materials Manager means the person designated by the Environmental Compliance Manager to provide expertise in the safe handling of Hazardous Materials, as more particularly described in the Technical Provisions.

Hazardous Waste means a waste that is (a) listed as a hazardous waste in 40 CFR Section 261.31 to 261.33, and (b) exhibits one of the following characteristics: ignitability, corrosivity, reactivity or toxicity, or is otherwise defined as a hazardous waste by Law.

Incident means a localized disruption to the free flow of traffic on or safety of users of the Project that is beyond the control of Developer and does not result from actions or omissions of Developer.

Incidental Charges means those incidental charges listed in Section 5.01(c).

Initial Base Case Financial Model means the LA DOTD-approved Financial Model Formulas and the assumptions and information, including, but not limited to, projections and calculations with respect to revenues, expenses, the repayment of Developer Debt, applied to the Financial Model Formulas, which is titled “PIBC_Initial_Financial_Model.xlsx” dated December 19, 2019.

Initial Equity IRR means the nominal post-tax Internal Rate of Return on Committed Investment on a cash on cash basis over the full Term as defined in the Initial Base Case Financial Model.

Initial Project Financing Agreements means the project financing agreements identified in Exhibit E.

Institutional Lender means:

(a) the United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects;

(b) any (i) savings bank, commercial bank, investment bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (ii) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of the United States of America or any state thereof, (iii) pension fund, hedge fund, foundation or university or college endowment fund, (iv) entity which

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is formed for the purpose of securitizing mortgages, whose securities are sold by public offering or to qualified investors under the U.S. Securities Act of 1933, as amended, (v) Person engaged in making loans in connection with the securitization of mortgages, to the extent that the mortgage to be made is to be so securitized in a public offering or offering to qualified investors under the U.S. Securities Act of 1933, as amended, within one year of its making (*provided*, that an entity described in this clause (b) only qualifies as an Institutional Lender if it is subject to the jurisdiction of state and Federal courts in the State in any actions);

(c) any “qualified institutional buyer” under Rule 144(a) of the Securities Act of 1933 or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms; or

(d) any other financial institution or entity designated by the Developer and approved by the LA DOTD (provided, that such institution or entity, in its activity under the Agreement, is acceptable under then current guidelines and practices of the State);

provided that each such entity (other than entities described in clause (b)(iv) and clause (c) of this definition) or combination of such entities if the Institutional Lender is a combination of such entities will have individual or combined assets, as the case may be, of not less than \$1 billion; and provided further, that an entity described in clause (b)(iv) of this definition must have assets of not less than \$100 million.

Intellectual Property means the ETCS books and records, copyrights (including moral rights), trade marks (registered and unregistered), designs (registered, including applications, and unregistered), patents (including applications), circuit layouts, Source Code and Source Code Documentation, plant varieties, business and domain names, inventions, trade secrets, proposals, copyrightable works, customer and supplier lists and information, and other results of intellectual activity, copies and tangible embodiments of all of the foregoing (in whatever form or medium) and licenses granting any rights with respect to any of the foregoing (to the extent assignable), in each case, relating to the Project.

Intelligent Transportation System (ITS) shall mean a general industry term referring to devices, software and systems implemented into vehicles and on roadway infrastructure for the purpose of improving transportation safety and mobility.

Interface Control Document (ICD) shall mean the document(s) that define(s) the file data, file formats and related business rules for data files that are exchanged between two systems.

Internal Rate of Return or IRR means the discount rate that makes the net present value of all cash flows from an investment equal to zero.

ITP means the documents titled Instructions to Proposers with respect to the Project issued by the LA DOTD on October 9, 2018 as amended, revised, supplemented or otherwise modified from time to time.

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Investigative Work Plan (IWP) means a plan prepared by the Developer addressing the methods, techniques, and analytical testing requirements to adequately characterize the extent of impacts by Hazardous Materials to an area of concern.

Key Member means (a) the Developer with respect to the Design-Build Work or O&M Work; (b) the Design-Build Contractor; or (b) the O&M Contractor.

Key Performance Indicator (KPI) shall mean the measurable values that demonstrate how effectively an operation is achieving important business objectives.

Key Personnel means the individuals designated by a Proposer in its Proposal meeting the requirements set forth in the Technical Provisions.

Known Pre-Existing Hazardous Materials means **Hazardous Materials**:

- (a) identified in the reports and assessments related to Hazardous Materials provided in the Reference Documents;
- (b) which the Developer should have known were present within the Project Right of Way based on the contents of reports and assessments related to Hazardous Materials provided in the Reference Documents, as of the Agreement Date; or
- (c) which were actually known by the Developer to be present within the Project Right of Way as of the Agreement Date.

LA 1 Toll System O&M Work means the installation, operations and maintenance of the toll system for LA 1 as described in more detail in Exhibit H.

LA DOTD means the Louisiana Department of Transportation and Development, an agency of the State, and any other State agency duly succeeding to the powers, authorities and responsibilities of the LA DOTD invoked by or pursuant to the Agreement.

LA DOTD-Caused Delay means any of the following events:

- (a) failure of the LA DOTD to issue the Notice to Proceed in accordance with the Agreement after the Developer has fulfilled the conditions set forth in Section 8.02;
- (b) failure of the LA DOTD to provide responses to proposed schedules, plans, Design Documents, condemnation and acquisition packages, and other Submittals and matters submitted to the LA DOTD for which a response by the LA DOTD is an express prerequisite to the Developer's right to proceed or act, within the time periods (if any) indicated in the Contract Documents, or if no time period is indicated, within a reasonable time, taking into consideration the nature, importance and complexity of the submittal or matter, following delivery of notice from the Developer requesting such action in accordance with the terms and requirements of the Contract Documents;

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(c) failure of the LA DOTD to perform an action required by the LA DOTD under the Contract Documents for which an action by the LA DOTD is an express prerequisite to the Developer's right to proceed or act, within the time periods (if any) indicated in the Contract Documents, or if no time period is indicated, within a reasonable time, taking into consideration the nature, importance and complexity of the action or matter, following delivery of notice from the Developer requesting such action in accordance with the terms and requirements of the Contract Documents; or

(d) failure of the LA DOTD to obtain the LA DOTD-Provided Approvals;

(e) the performance of work by the LA DOTD or its separate contractors within the Project Right of Way, including work related to a LA DOTD Project Enhancement.

LA DOTD Change means (a) a change to the Work pursuant to a Change Order or a Directive Letter issued pursuant to Section 13.02(d)(i) and (b) any other event that the Agreement expressly states will be treated as a LA DOTD Change.

LA DOTD Default is defined in Section 18.04.

LA DOTD Project Enhancements means any major additions to or or major modifications of the Project within the Project Right of Way undertaken by the LA DOTD pursuant to Section 11.02.

LA DOTD-Provided Approvals means: (a) the FONSI and (b) those Governmental Approvals listed in Section 4.3.2 of the Technical Provisions.

LA DOTD Representative means the individual designated in accordance with Section 24.03.

LA DOTD ROW Manager means the LA DOTD's representative responsible for the management of all matters pertaining to real property for the Project.

LA DOTD Standard Specifications means the Louisiana Standard Specifications for Roads and Bridges.

LA DOTD Termination Amount means the greater of (a) 100% of the Developer Debt Termination Amount, plus Demobilization Costs and (b) the Project Value, plus Demobilization Costs, less any Credit and Cash Balances; provided, however, that Credit and Cash Balances will not be deducted from the Project Value unless the Project Value is increased on account of such Credit and Cash Balances.

LA23 Algiers Canal Bridge means the existing bridge that spans the Algiers Canal which is part of the LA 23 state highway, including approaches, foundations, superstructure and substructure.

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Law means all laws, treaties, ordinances, judgments, Federal Requirements, decrees, injunctions, writs and orders of any Governmental Authority, and all rules, regulations, orders, formal interpretations and permits of any Governmental Authority having jurisdiction over construction of the Project or the Project Right of Way, performance of the Work, or operation of the Project, or the health, safety or environmental condition of the Project or the Project Right of Way, as the same may be in effect from time to time.

Lenders means each of the Institutional Lenders that are parties to the Project Financing Agreements, including the Collateral Agent.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement.

Long Stop Date means the date that is 180 Days after the Partial Acceptance Deadline.

Losses means, with respect to any Person, any losses, liabilities, judgments, damages, fees (including legal fees), penalties, fines, sanctions, charges or out-of-pocket and documented costs or expenses actually suffered or incurred by such Person, including as a result of any injury to or death of persons or damage to or loss of property.

Maintenance Contractor shall mean the Contractor entering into a Contract with the Developer for the maintenance work.

Maintenance Management Plan means the plan developed by the Developer that identifies the methods, systems and procedures for performing the O&M Work, as described in more detail in the Technical Provisions.

Maintenance Manager means the person responsible for overall management of O&M Work on behalf of the Developer, as more particularly described in the Technical Provisions.

Maintenance Management System means the system implemented by the Developer to record the O&M Work, as described in more detail in the Technical Provisions.

Maintenance On-Line Management System (MOMS) shall mean an automated, fully integrated system that monitors the status of operational equipment in real time, records equipment and process failures, notifies maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, and maintains parts inventory and asset management.

Major Maintenance means maintenance, repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element of a type that is not normally included as an annually recurring cost in highway maintenance and repair budgets performed on the Existing Bridge and Tunnel.

Management Plans means all of the management plans listed in the Technical Provisions.

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Market Interest Rate Adjustment Period means the period starting on 10:00 a.m. central time on the Proposal Due Date and ending on 10:00 am central time on the Financial Close Date; provided that the period will end no later than 10:00 am central time on the Financial Close Deadline.

Mean time between failures (MTBF) means the calculated mean elapsed time between repairable failures of a device or system during normal operations.

Municipal Separate Storm Sewer System (MS4) means the classification of a storm water sewer system of communities that exceed population thresholds established under the LPDES program as more particularly described in the Technical Provisions.

Natural Resource Biologist means the team member designated by the Environmental Compliance Manager to provide expertise on monitoring impacts on wildlife and the natural environment due to construction activities related to the Work, as more particularly described in the Technical Provisions.

NEPA Documents means the FONSI.

Net Cost Impact means the aggregate value of any net increase in the Developer's costs (including the Developer's Allocable Costs to the extent applicable), reflected on an annual basis, directly attributable to a Compensation Event, as compared with what the Developer's costs (including the Developer's Allocable Costs, to the extent applicable) would have been absent the occurrence of the Compensation Event, less the increased costs that can reasonably be mitigated by the Developer. Net Cost Impact will:

(a) exclude:

(i) third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case to the extent that such costs would not be reimbursed to an employee of the LA DOTD in the regular course of business;

(ii) unallowable costs under the following provisions of the Federal Contract Cost Principles, 48 CFR Section 31.205: Section 31.205-8 (contributions or donations), Section 31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits), Section 31.205-14 (entertainment costs), Section 31.205-15 (fines, penalties, and mischarging costs), Section 31.205-27 (organization costs), Section 31.205-34 (recruitment costs), Section 31.205-35 (relocation costs), Section 31.205-43 (trade, business, technical and professional activity costs), Section 31.205-44 (training and education costs), and Section 31.205-47 (costs related to legal and other proceedings);

(b) exclude amounts paid or to be paid to Affiliates that have not been approved by the LA DOTD pursuant to Section 23.01(c) that are in excess of the pricing the

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Developer could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

(c) be subject to any pricing requirements and restrictions set forth in Section 11 and Section 12 of Exhibit G; and

(d) take into account any savings in costs, including finance costs, attributable to the Compensation Event.

Net Cost Saving means the aggregate value of any decrease in the Developer's costs reflected on an annual basis directly attributable to a Compensation Event, as compared with what the costs would have been absent occurrence of a Compensation Event, but excluding any savings in costs taken into account to reduce the Net Cost Impact attributable to such Compensation Event.

Net Revenue Impact means:

(a) any net increase or decrease in Gross Revenues directly attributable to a Compensation Event;

(b) in the case of a net decrease in Gross Revenues, less any savings in Project operating and maintenance costs resulting from the Compensation Event (excluding any savings in costs subtracted from Net Cost Impact for the same Compensation Event) as compared with what the Gross Revenues would have been absent occurrence of the Compensation Event;

(c) in the case of a net increase in Gross Revenues, less any incremental increase in Project operating and maintenance costs resulting from the Compensation Event (excluding any increase in costs included in Net Cost Impact for the same Compensation Event); less

(d) any lost Gross Revenues that can reasonably be mitigated by the Developer (excluding any mitigation of costs subtracted from Net Cost Impact for the same Compensation Event).

New Bridge means the replacement bridge to be constructed by the Developer as described in Section 1 of the Technical Provisions.

New Environmental Approval means: (a) any Environmental Approval required for the Project, other than LA DOTD-Provided Approvals, and (b) any revision, modification, or amendment to any LA DOTD-Provided Approval, including any such approval, revision, modification, or amendment required for the drainage easements.

Nominal Equity IRR means a blended nominal post-tax rate of return on contributed unreturned Equity Contributions and Subordinate Debt over the full Term (excluding potential extensions of the Term) equal to the percentage therefor shown in the Base Case Financial Model at Financial Close.

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Nonconforming Work means Work that does not conform to the requirements of the Contract Documents.

Non-Sufficient Funds (NSF) shall mean a banking industry term indicating that customer's check cannot be honored by the bank because the customer's associated account does not have enough funds.

Notice to Proceed means the notice to proceed issued pursuant to Section 8.02.

O&M Agreement or **Operations and Maintenance Agreement** means the Contract between the Developer and a Contractor for the O&M Work.

O&M Contractor or **Operations and Maintenance Contractor** means the Contractor entering into an O&M Agreement with the Developer.

O&M Performance Security is defined in Section 16.07(b).

O&M Services Schedule means the schedule developed by the Developer that addresses the timing, scope and nature of the Rehabilitation Work, as described in more detail in Section 19.5.2 of the Technical Provisions.

O&M Records means all data in connection with the O&M Work, including (a) all inspection and inventory records, whether generated by Developer or a third party, (b) any communication to and/or from the LA DOTD or a third party, and (c) any information system (as may be introduced or amended by the LA DOTD from time to time) in connection with the O&M Work that the LA DOTD requires Developer to use, implement or operate.

O&M Work means any and all operation, management, administration, maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement of the Project.

Open Book Basis means allowing the LA DOTD to review all underlying assumptions and data associated with each Base Case Financial Model, Base Case Financial Model Update, Net Revenue Impact, Net Cost Saving, pricing or compensation (whether of the Developer or the LA DOTD) or adjustments thereto, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, traffic volumes and related data including vehicle categories, Gross Revenues, changes in toll rates, and other items reasonably required by the LA DOTD to satisfy itself as to the reasonableness and accuracy of the amount.

Operating Costs means all reasonable and prudently incurred costs incurred and paid for by the Developer in connection with the performance of the Work during the Operating Period, including:

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(a) (i) costs for operation and maintenance and consumables, (ii) payments under any lease (other than a financing lease constituting Developer Debt), (iii) payments pursuant to the agreements for the management, operation and maintenance of the Project, (iv) Taxes, (v) insurance, (vi) payments for Oversight Services, (vii) police services and costs for any security, (viii) payment of the LA DOTD's share of Net Cost Saving, (ix) the Developer's reasonable Allocable Costs, (x) capital expenditures including the cost of implementing any change (as and to the extent set forth in the related Change Order or Directive Letter) or Safety Compliance Order, and (xi) any other reasonable expense paid for the enhancement, expansion, major maintenance, repair, reconstruction, rehabilitation, renewal and replacement of the Project.

(b) Operating Costs do not include: (i) debt service payments or financing costs or fees, (ii) any Distributions, (iii) entertainment costs, lobbying and political activity costs not related to the business and operations of the Developer, (iv) costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case, to the extent that such costs would not be reimbursed to an employee of the LA DOTD in the regular course of business, (v) non-cash charges, such as depreciation, amortization or other bookkeeping entries of a similar nature, or (vi) liquidated damages payable pursuant to the Agreement.

Operating Period or O&M Period means the period commencing on the Partial Acceptance Date through the end of the Term.

Optical Character Recognition (OCR) shall mean the technology that allow for the processing of converting alphanumeric information captured in an image to text.

Oversight Services means those services and functions the LA DOTD has the right or obligation to perform or to cause to be performed under the Contract Documents in order to monitor, review, approve, administer or audit the Work.

Partial Acceptance means the occurrence of all the events and satisfaction of all the conditions set forth in Section 8.08(c).

Partial Acceptance Certificate means the certificate issued by the LA DOTD indicating that the Developer has achieved Partial Acceptance pursuant to Section 8.08.

Partial Acceptance Date means the date on which Partial Acceptance is achieved, as indicated in the Partial Acceptance Certificate.

Partial Acceptance Deadline means 1,577 Days after Notice to Proceed, as may be adjusted pursuant to the Agreement.

Performance and Measurement Table means the table setting forth Performance Requirements, time periods for response to Defects, inspection and measurement methods, measurement records and Targets, as submitted by the Developer in accordance with the Technical Provisions.

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Performance and Measurement Baseline Table means, as applicable, Table 18-3 or Attachment 19-1 to the Technical Provisions.

Performance Inspection means a detailed inspection of the Performance Sections undertaken by Developer during the Operating Period in accordance with the Technical Provisions to establish an Asset Condition Score and verify compliance with the Performance Requirements and the other requirements of the Contract Documents.

Performance Requirement means, for each Element, the requirements set forth in the Performance and Measurement Tables. A Performance Requirement is met if the Target for an Element is achieved.

Performance Section means a defined section of the Project for the purpose of audit, inspection and measurement. A Performance Section includes all travel lanes including mainline lanes, shoulders and ramps of the roadway operating in one direction over a length of approximately 0.1 miles, together with all Elements of the Project within the Project Right of Way associated with the relevant approximately 0.1 mile length of roadway.

Performance Security means (a) the Design-Build Performance Security; (b) the O&M Performance Security; (c) the Guaranty; or (d) any other surety bond, letter of credit, guaranty or similar instrument acceptable to the LA DOTD in its reasonable discretion procured in accordance with the terms of the Contract Documents.

Permit is defined in Section 4.01(a).

Permitted Encumbrance means, with respect to the Project:

- (a) the rights and interests of the Developer under the Agreement;
- (b) inchoate materialmen's, mechanics', workmen's, repairmen's, employees', carriers', warehousemen's or other similar Liens arising in the ordinary course of business of the Project or the LA DOTD's performance of its obligations hereunder, and either (A) not delinquent or (B) which are being contested by the LA DOTD (but only for so long as such contestation effectively postpones enforcement of any such Lien);
- (c) any recorded or unrecorded easement, right, claim, license, privilege, covenant, condition, right-of-way or servitude, or other similar reservation, right, limitation or restriction, relating to, affecting or encumbering the Project or the development, use or operation of the Project (including, but not limited to, easements and rights-of-way for utilities and utility facilities), or any defect or irregularity in the title to the Project, including, but not limited to those discoverable by a physical inspection or survey of the Project, that does not materially interfere with the operations of the Projects or the right and benefits of the Developer and the LA DOTD under the Agreement;
- (d) any zoning, building, environmental, health or safety Law now or hereafter in effect relating to, affecting or governing the Project or the development, use or

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operation of the Project, together with all amendments, modifications, supplements or substitutions thereto or therefore; and

(e) any right reserved to or vested in any Governmental Authority by any statutory provision.

Permitted Vehicles means vehicles permitted to travel on the New Bridge subject to and in accordance with Law.

Persistent O&M Nonconforming Work means 12 or more failures by the Developer within a 365-Day period to remedy a Category 2 Defect within the applicable Defective Remedy Period.

Person means any individual (including, the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.

Planned Maintenance means O&M Work that has been properly scheduled and executed in accordance with the Technical Provisions and subject to the following restrictions:

- (a) Planned Maintenance shall not be permitted on a Holiday;
- (b) Planned Maintenance after Final Acceptance will take place on no more than 90 days per year;
- (c) Within any work zone for the bridge and roadway section, Planned Maintenance will be restricted to one travel lane; and
- (d) At least two travel lanes will remain open in the direction of travel affected by Planned Maintenance.

Planned Refinancing means a Refinancing that is planned by the Developer and the terms of which are included in the Initial Base Case Financial Model.

Pre-Existing Defect means a Defect in existence as of the Agreement Date.

Pre-Existing Hazardous Materials means Known Pre-Existing Hazardous Materials and Unknown Pre-Existing Hazardous Materials.

Preliminary Project Baseline Schedule (PBS-1) means the original Project Schedule submitted with the Proposal.

Proceeds Escrow Account is defined in Section 7.02(b).

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Professional Engineer means a person who is duly licensed and registered by the Louisiana Professional Engineering and Land Surveying Board to engage in the practice of engineering in the State.

Professional Services means all Work performed under the Contract Documents other than Construction Work, including the following services and Work: (a) design and engineering; (b) right of way acquisition services; (c) surveying; (d) Utility Adjustment design; and (e) environmental permitting and compliance services.

Project means the development, design, financing, construction, operation, maintenance and tolling of the Belle Chasse Bridge and Tunnel Replacement Public-Private Partnership Project, all as more particularly described in Section 1 of the Technical Provisions.

Project Baseline Schedule (PBS) means the schedule submitted by the Developer, setting forth the approved schedule of Work against which any subsequent schedule updates are tracked, as more particularly described in Section 2 of the Technical Provisions.

Project Enhancements means, collectively, Developer Project Enhancements and LA DOTD Project Enhancements.

Project Financing Agreements means the Financing Assignments and any other documents evidencing Developer Debt (including Refinancings) obtained in compliance with the terms of the Agreement, together with any and all amendments and supplements thereto.

Project Limits means the physical boundaries, within or outside the Project ROW, that are required to manage and execute the Work as required by the Contract Documents; provided, however, that prior to Final Acceptance, for the purposes of the O&M Work, the Project Limits shall exclude from Dale Avenue to the southern approach of the Algiers Canal Bridge; and provided further that after Final Acceptance, the Project Limits shall mean at a minimum (a) the New Bridge and approaches and (b) LA 23 between Engineers Road and Barriere Road as such Project Limits may be revised during final design, but excluding (i) the intersection of Engineers Road and LA 23; (ii) the intersection of Barriere Road and LA 23; and (iii) non-State roads.

Project Management Plan (PMP) means the document complying with ISO, as appropriate, and approved by LA DOTD, describing quality assurance and quality control activities necessary to manage the development, design, construction, operation and maintenance of the Project, containing the LA DOTD- approved component parts, plans and documentation described in Section 2 of the Technical Provisions.

Project Manager means the individual designated by the Developer and approved in writing by the LA DOTD in the position to take full responsibility for the prosecution of the Work and will act as a single point of contact on all matters on behalf of the Developer, pursuant to the Agreement.

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Project Office means any facility/location at which the Developer and LA DOTD are to co-locate for the Term of the Agreement meeting the requirements set forth in Section 2 of the Technical Provisions.

Project Purposes means the development, permitting, design, financing, acquisition, construction, installation, equipping, management, operation, maintenance, tolling and administration of the Project, in each case in accordance with the Contract Documents.

Project Right of Way or **Right of Way (ROW)** means any real property identified in the FONSI (which term is inclusive of all estates and interests in real property, including easements), which is the more inclusive of the following:

- (a) necessary for performance of the Work, including temporary and permanent easements, and ownership and operation of the Project; or
- (b) shown on the approved ROW Acquisition Services Plan.

Project ROW Acquisition Work means the Work associated with acquisition of the Project Right of Way, other than that Project Right of Way currently owned by the LA DOTD (which will be made available to the Developer) as set forth in the ROW Acquisition Services Plan.

Project Schedule means one or more, as applicable, of the logic-based critical path schedules for all Design-Build Work leading up to and including Final Acceptance, and for tracking the performance of such Design-Build Work, as the same may be revised and updated from time to time in accordance with Section 2 of the Technical Provisions.

Project Schedule Update means the update of the Project Baseline Schedule to reflect the current status of the Project, as more particularly described in Section 2 of the Technical Provisions.

Project Value means the sum of (a) fair market value of the projected Distributions for the remainder of the Term without taking into consideration any terminations pursuant to ARTICLE 19 and (b) the fair market value of Developer Debt outstanding as of the date of the calculation; such sum will include Developer Damages for adverse Net Cost Impacts and Net Revenue Impacts accruing after the effective date of termination from Compensation Events occurring prior to termination, determined according to the appraisal procedures set forth in Section 19.11.

Proposal means the proposal submitted by the Developer pursuant to the ITP.

Proposal Bond means the proposal bond furnished by the Developer with the Proposal.

Proposal Due Date has the meaning given in the ITP.

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Proprietary Intellectual Property means any Intellectual Property that is patented or copyrighted by the Developer, the LA DOTD or any other Person, as applicable, or any of its respective contractors or subcontractors, or, if not patented or copyrighted, is created, held and managed as a trade secret or confidential, proprietary information by the Developer, the LA DOTD or any other Person, as applicable, or any of its respective contractors or subcontractors, but excludes any item of Intellectual Property that is produced for multiple purposes and is not unique to the technology that is being applied to or for the Project.

Proprietary Work Product means any Work Product created, held or managed by the Developer or any of its Contractors that qualifies as a trade secret or confidential proprietary information under Law.

Public Funds Amount means \$103,911,000.

Public Information and Communications Plan (PICP) means the plan setting forth procedures by which the Developer works with LA DOTD to inform, coordinate with, educate and engage Customer Groups, as more particularly described in the Technical Provisions.

Public Information Coordinator means the person with responsibility for managing the Developer's public involvement activities on a day-to-day basis throughout the Term, as more particularly described in the Technical Provisions.

Punch List means an itemized list of the Design-Build Work which remains to be completed after Partial Acceptance has been achieved and before Final Acceptance, the existence, correction and completion of which will have no material or adverse effect on the normal and safe use and operation of the Project.

Quality Management Plan (QMP) means the plan developed by the Developer that defines the quality management systems during the design, construction and operations and maintenance phases of the Project, as described in more detail in the Technical Provisions.

Rating Agency means any nationally recognized statistical rating organization, such as Moody's, DBRS, Fitch Ratings, or S&P or any similar entity, or any of their respective successors.

Record Drawings means construction drawings and related documentation revised to show changes made during the construction process; usually based on marked-up Final Design Documents furnished by Developer; also known as as-built plans.

Reference Documents means the collection of information, data, documents and other materials that the LA DOTD has provided to the Developer for general or reference information only.

Refinancing means, at any time after the Financial Close Date:

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(a) any amendment, variation, novation or supplement of any Developer Debt, Project Financing Agreement or Financing Assignment that results in a change in the amount owed for Developer Debt;

(b) the issuance by the Developer of any Developer Debt other than the Developer Debt incurred pursuant to the Project Financing Agreements, secured or unsecured, including issuance of any reimbursement agreement respecting a letter of credit;

(c) the disposition of any rights or interests in, or the creation of any rights of participation in respect of, any Developer Debt, Project Financing Agreement or Financing Assignment or the creation or granting of any other form of benefit or interest in any Developer Debt, Project Financing Agreement or Financing Assignment, or the revenues, assets or other contracts of the Developer whether by way of security or otherwise; or

(d) any other arrangement put in place by the Developer or another person which has an effect similar to clause (a), (b) or (c) of this definition;

excluding, however, any capitalization of interest or accretion of principal or other committed increases on any Developer Debt incurred or committed on or prior to the Agreement Date, that is not part of any planned refinancing.

Refinancing Gain means, for any Refinancing, other than an Exempt Refinancing and other than as set forth below, an amount equal to the greater of zero and the amount equal to $(A - B) - C$, where:

A = the net present value of the Distributions to be made over the remaining Term following the Refinancing, as projected immediately prior to the Refinancing (taking into account the effect of the Refinancing and any previous Refinancings which resulted in no Refinancing Gain (other than any Exempt Refinancing under Section 7.05(c)(ii)) being paid to the LA DOTD and using the relevant Base Case Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing). The intention is to share in incremental increases in Distributions above the Base Case Financial Model projections of Distributions resulting solely from the initial financing and Refinancings. Among other things, the parties will (a) include in Distributions under factor “A” of the Refinancing Gain definition changes to any Distributions made prior to the date of Refinancing or projected to be made, resulting from changes to the financing terms (including changes to equity funding arrangements resulting therefrom) as compared to the Base Case Financial Model, and (b) adjust Distributions under factor “A” of the Refinancing Gain definition to reflect changes in equity contributions paid or projected to be paid to the Developer resulting from changes to the financing terms as compared to the Base Case Financial Model;

B = the net present value of the Distributions to be made over the remaining Term following the Refinancing, as projected immediately prior to the Refinancing (but without taking into account the effect of the Refinancing or any previous Refinancings which resulted in no Refinancing Gain (other than any Exempt Refinancing under Section 7.05(c)(ii)) being paid to the LA DOTD

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and using the Base Case Financial Model as updated (including as to the performance of the Project) so as to be current immediately prior to the Refinancing); and

C = any adjustment equal to the aggregate Distributions that would be required to increase the pre-Refinancing Equity IRR to the Nominal Equity IRR, calculated immediately prior to (and without giving effect to) the Refinancing.

Registered Professional Land Surveyor (RPLS) means a person registered by the Louisiana Professional Engineering and Land Surveying Board to practice the profession of land, boundary, or property surveying or other similar professional practices.

Rehabilitation Work means maintenance, repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element of a type that is not normally included as an annually recurring cost in highway maintenance and repair budgets performed during the Operating Period.

Released for Construction Documents means Developer's Design Documents issued for the purpose of construction which have been reviewed and accepted by LA DOTD, as applicable, authorizing construction.

Relocation Plan means a documented relocation plan for owner-occupants or tenants that fulfills the requirements set forth in LA DOTD Right of Way Manual.

Remaining CPI Buy-Down Payment is defined in Section 5.07(d).

Remedial Actions is defined in Section 15.01(b).

Representative means, with respect to any Person, any director, officer, employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, contractor, other Person for whom such Person is, under Law, responsible or other representative of such Person and any professional advisor, consultant or engineer designated by such Person as its "Representative."

Request for Change Proposal means a written notice issued by the LA DOTD to the Developer pursuant to Section 13.02(b)(i).

Reserved Rights means the LA DOTD's right and opportunity to develop and pursue, anywhere in the world, entrepreneurial, commercial and business activities that are ancillary or collateral to the use, enjoyment and operation of the Project and Project Right of Way as provided in the Agreement and the collection, use and enjoyment of Toll Revenues as provided in the Agreement. The Reserved Rights reserved to the LA DOTD include but are not limited to all the following:

(a) all rights to finance, design, construct, use, possess, operate and maintain any passenger or freight rail facility, roads and highways (state and local) or other mode of

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transportation in the Airspace, including tunnels, flyovers, frontage roads, crossings, interchanges and fixed guide-ways, and to grant to others such rights;

(b) all rights to install, use, lease, grant indefeasible rights of use, sell and derive revenues from electrical and fiber optic conduit, cable, capacity, towers, antennas and associated equipment or other telecommunications equipment, hardware and capacity, existing over, on, under or adjacent to any portion of the Project Right of Way installed by anyone, whether before or after the Agreement Date, and all software which executes such equipment and hardware and related documentation, except for the capacity of any such improvement installed by the Developer that is necessary for and devoted exclusively to the operation of the Project;

(c) all ownership, possession and control of, and all rights to develop, use, operate, lease, sell and derive revenues from, the Airspace, including development and operation of service areas, rest areas and any other office, retail, commercial, industrial, residential, retail or mixed use real estate project within the Airspace;

(d) all rights to install, use and derive information, services, capabilities and revenues from ITS, except installation and use of any such systems and applications by the Developer as required solely for operation of the Project. For avoidance of doubt, if the Developer installs any such systems or applications, all use and capacity thereof not necessary for operation of the Project is reserved to, and will be the sole property of, the LA DOTD;

(e) all rights to use, install, maintain, repair, or authorize the use, installation, maintenance or repair, of Utilities;

(f) all rights to market, distribute, sell and derive revenues from any goods, products or merchandise depicting, utilizing or exploiting any name, image, logo, caricature or other representation, in any form or medium, of the LA DOTD or the Project, or that may be confused with those of the LA DOTD or the Project;

(g) all rights and opportunities to grant to others sponsorship and advertising rights with respect to the Project or any portion thereof, except for a non-exclusive license for the Developer to use the name in connection with Project operations;

(h) all rights to revenues and profits derived from the right or ability of electronic toll account customers to use their accounts or transponders to purchase services or goods other than payment of tolls;

(i) any other commercial or noncommercial development or use of the Airspace or electronic toll collection technology for other than operation of the Project; and

(j) all ownership, possession and control of, and all rights to develop, use, lease, sell and derive revenues from, carbon credits or other environmental benefits generated by or resulting from the development, use, operation or maintenance of the Project.

Residual Life means, for an Element, the period remaining until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement. The Residual Life of an Element would be equal to its originally calculated Useful Life less its Age if (a) the Element has performed in service in the manner and with the levels of traffic and wear and tear originally expected by the Developer and (b) the Developer has performed the Routine Maintenance for such Element in accordance with the Contract Documents, and as a result thereof the Element complies throughout its originally calculated Useful Life with each applicable Performance Requirement. The Residual Life of an Element would be different from its originally calculated Useful Life minus its Age if any of the foregoing conditions is not true.

Residual Life at Handback means the calculated duration that any Element of the Project, subject to Routine Maintenance, will continue to comply with any applicable Performance Requirement or standard after expiration of the Agreement, before Rehabilitation Work is required, determined through the application of the Residual Life Methodology and Residual Life Inspections.

Residual Life Inspection means the inspection undertaken in accordance with Section 19.13.3 of the Technical Provisions (including any testing undertaken by an independent testing organization) to determine the Residual Life of all Elements of the Project.

Residual Life Methodology (RLM) is the evaluation and calculation methodology by which the Residual Life of any Element of the Project will be calculated at expiration or earlier termination of the Agreement and contains the method by which any necessary Rehabilitation Work will be identified to ensure that each Element of the Project for which a minimum Residual Life at Handback is required under Section 19.13 of the Technical Provisions meets such requirement.

Roadside Toll Collection System (RTCS) means the hardware and software provided to detect, classify and identify every vehicle passing through the Toll Zone. This system interfaces with the BOS.

Roadway Section means the portion of the Project defined in Section 1 of the Technical Provisions 1, but excluding the area defined as the New Bridge.

Routine Maintenance means maintenance activities that are schedule in advance and occur on a regular basis, such as weekly, monthly, quarterly, semi-annually or annually which are normally included as an annually recurring cost in highway (and associated equipment) maintenance and repair budgets.

ROW Acquisition Services Plan means the plan developed by the Developer and approved by the LA DOTD that defines the approach to performing the Project ROW Acquisition Work, as described in more detail in the Technical Provisions.

Safety Compliance Order means any written order or directive of the LA DOTD that directs the Developer to undertake certain improvements to the Project (a) to correct a specific safety condition affecting the Project, which the LA DOTD has determined to exist by

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investigation or analysis, or (b) to conform to changes in safety standards or methodologies agreed to or adopted by the LA DOTD for similar portions of comparable State Highways.

Safety Manager means the person responsible for safety management and meeting the requirements set forth in Section 2.9.2(I) of the Technical Provisions.

Schedule of Values means the schedule of values described in Section 2 of the Technical Provisions.

Senior Developer Debt means Developer Debt secured by a Lien on the Developer's Interest that is senior to or on parity with any other Lien on the Developer's Interest.

Shareholder Loan means any Subordinated Debt made by any Equity Members to the Developer.

Site Investigative Report (SIR) means the report summarizing the Developer's Hazardous Materials investigative work as required by the Technical Provisions.

Software means (a) computer instructions, including programs, routines and databases and applications supplied, procured or developed by the Developer or the LA DOTD in connection with the operation of the Project or in connection with Reserved Rights, including but not limited to that which monitors, controls or executes on ETCS or ITS equipment or hardware, and (b) all modifications, updates and revisions made to the matter described in clause (a) above, including those made to correct errors or to support new models of computer equipment and/or new releases of operating systems.

Source Code and Source Code Documentation mean Software written in programming languages, such as C and Fortran, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, architectural standards, and commentary, explanations and instructions for compiling, describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation. Source Code and Source Code Documentation also include all modifications, additions, substitutions, updates, upgrades and corrections made to the foregoing items.

Source Code Escrows is defined in Section 17.05(b).

Specialist Inspection(s) means an inspection requiring specialist qualifications or equipment as specified in the Technical Provisions.

State means the State of Louisiana.

State Highway means any highway owned or operated by the State.

Louisiana Department of Transportation

State Law means any Law or any change in any Law by any State Party.

State Party means the State, the LA DOTD or any other agency, instrumentality or political subdivision of the State.

State Projects is defined in Section 11.04(a).

Submittal means any document, work product or other written or electronic end product or item pertaining to the Work and required under the Contract Documents to be delivered or submitted to the LA DOTD.

Subordinate Debt means (a) Affiliate Debt or Shareholder Loans or (b) any other Developer Debt that would be paid at the same level of priority as the payment of any Distributions or that would be payable at a level of priority after all payments other than Distributions are made.

Substituted Developer means any person or entity selected by the Lenders (acting through the Collateral Agent) and approved by the LA DOTD in accordance with the Direct Agreement to perform the Developer's obligations and succeed to the Developer's Interests after any such Lender, or any such Person, acquires the Developer's Interests by foreclosure or transfer in lieu of foreclosure, or after the Collateral Agent takes possession and control of the Project in accordance with the Direct Agreement.

Supplier means any Person not performing work at or on the site which supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to the Developer or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the site shall not be deemed to be performing Work at the site.

Target means, for each Element, the target for the measurement record set forth in the column headed "Target" in the Performance and Measurement Tables.

Tax means any Federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs duties, permit fees, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax, levy, impost, stamp tax, duty, fee, withholding or similar imposition of any kind whatsoever payable, levied, collected, withheld or assessed at any time, including any interest, penalty or addition thereto, whether disputed or not including in each case utility rates or rents.

Technical Provisions means the Project-specific technical provisions for State Project Number H.004791 and designated as "Volume 2" of the Contract Documents.

Louisiana Department of Transportation

Term is defined in Section 3.05.

Termination Date means the date on which the Agreement expires or is earlier terminated in accordance with the Agreement.

Third-Party Hazardous Materials means any Hazardous Materials introduced or brought onto the Project Right of Way by a Person other than a Developer Party (including, without limitation, the LA DOTD).

Time Impact Analysis (TIA) has the meaning given in the Technical Provisions.

Toll Enforcement Rules means toll enforcement rules for the New Bridge that is developed and updated by the Developer with the LA DOTD's consent pursuant to Section 5.01(f) of the Agreement.

Toll Rate Schedule means the toll rate schedule attached as Exhibit B.

Toll Revenues means:

(a) all amounts received by or on behalf of the Developer applicable to vehicles for traveling on the New Bridge imposed pursuant to the Agreement and from any other permitted use or operation of the New Bridge, including without limitation fees, tolls, rates, incidental charges and other charges (including administrative charges such as late fees, insufficient funds fees, etc.);

(b) amounts received pursuant to any collection or enforcement action, judgment or settlement with respect to any of the foregoing revenues;

(c) proceeds of business interruption or similar insurance against loss of revenues from operation of the Project;

(d) the amounts paid or to be paid by the LA DOTD to the Developer as a result of a Compensation Event within the current calendar year that compensates for Net Revenue Impact pursuant to the Agreement;

(e) amounts paid or to be paid by the LA DOTD to the Developer to reduce toll rates, including but not limited, payments made pursuant to Section 7.02(c)(i) of the Agreement; and

(f) amounts the Developer receives as contractual liquidated or other contract damages with respect to any of the foregoing revenues.

Toll Zone shall mean the area on the roadway under the toll gantry(ies) where the RTCS performs in-lane tolling functions such a vehicle detection, vehicle classification, transponder reading, and image capture.

Louisiana Department of Transportation

Traffic and Revenue Study means any study of the projected traffic and Toll Revenue for the Project prepared by or on behalf of the Developer, as well as all data, charts, tables, analyses and other documentation assembled or prepared in connection therewith and all existing and future updates, reissuances, supplements and amendments thereto.

Traffic Management Plan means the plan prepared by the Developer for the management of traffic during construction, as more particularly described in the Technical Provisions.

Transfer means to sell, convey, assign, sublease, mortgage, encumber, transfer or otherwise dispose of.

Transition Plan is defined in Section 19.01.

Transponder means an electronic onboard unit, equipment or technology affixed to a vehicle that provides a means for electronic detection and identification of the vehicle in accordance with the requirements of the Contract Documents.

Turnover Plan means the process of transferring O&M responsibilities from the LA DOTD to the Developer. This process will begin after NTP and will end at commencement of construction, and will include, but not be limited to, development of the Maintenance Management Plan, baseline condition inspections, and development of the Baseline Element Condition Report.

Uniform Act is defined in Section 8.04(a)(i).

Unknown Pre-Existing Hazardous Materials means any Hazardous Materials present on the Project Right of Way or portion thereof which are not Known Pre-Existing Hazardous Materials.

Useful Life means, for an Element, the period following its first installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.

User(s) means the traveling public and any others who use the Project, whether by motorized or non-motorized vehicles or on foot

Utility means a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, data or other telecommunications, telegraph, water, gas, oil, petroleum products, steam, chemicals, sewage, storm water not connected with the highway drainage and similar systems that directly or indirectly serve the public. The term "Utility" specifically excludes (a) storm water lines connected with the highway drainage, and (b) traffic signals, street lights, and electrical systems within the Project Right of Way.

Louisiana Department of Transportation

Utility Adjustment or Utility Relocation means the removal, relocation and/or protection in place (including provision of temporary services as necessary) of any and all Utility facilities that have to be removed, relocated and/or protected in place in order to permit construction of the Project.

Utility Owner means the owner or franchisee of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

Utility Owner Delay means the occurrence of an unreasonable and unjustified delay by a Utility Owner with whom the Developer (a) has been unable to enter into an agreement for a Utility Adjustment or (b) has entered into an agreement for a Utility Adjustment in carrying out an agreed-upon Utility Adjustment.

Water Quality Specialist means the person designated by the Environmental Compliance Manager to provide expertise in water quality, as more particularly described in the Technical Provisions.

Windfall Proceeds Payments means those payments required to be paid into the Proceeds Escrow Account by the Developer to the LA DOTD pursuant to Section 7.02 of the Agreement.

Work means, collectively, the finance, development, planning, design, acquisition, installation, construction, completion, management, equipment, operation, repair and maintenance and any other services identified in the Contract Documents to be performed by the Developer.

Work Breakdown Structure means a deliverable-oriented hierarchical structure that breaks the Work into elements that have distinct identification and that contain specific scope characteristics. Each descending WBS level represents an increasingly detailed delineation of elements of the total Project scope. The WBS will contain elements of Design Work and Construction Work. There shall be clearly identifiable linkage between the WBS and Schedule Activities. The WBS numbering convention will be compatible with Project Schedule coding and may be compatible with document control coding.

Work Product means all the data, information, documentation and other work product produced, prepared, obtained or deliverable by or on behalf of the Developer or the LA DOTD, as applicable, for the Project or the Project Right of Way.

X Street Ramp and Associated Work means construction along existing X Street from Engineers Road to the railroad track and construction of new Ramp X from X Street to LA 23 northbound, with this system providing for movements from Engineers Road to LA 23 northbound.

Louisiana Department of Transportation

EXHIBIT B
TOLL RATE SCHEDULE

Year (after Partial Acceptance Date)	Average Toll Rate Per Transaction (2019 \$)							
	Local Auto Rate ⁴	Auto Rate		Medium Truck / Trailer		Large Truck / Trailer		
	AVI	Non-Local AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	
1	0.25	0.90	1.80	3.00	3.90	6.00	6.90	
2	0.26	0.91	1.81	3.01	3.91	6.01	6.91	
3	0.27	0.92	1.82	3.02	3.92	6.02	6.92	
4	0.28	0.93	1.83	3.03	3.93	6.03	6.93	
5	0.30	0.95	1.85	3.05	3.95	6.05	6.95	
6	0.31	0.96	1.86	3.06	3.96	6.06	6.96	
7	0.32	0.97	1.87	3.07	3.97	6.07	6.97	
8	0.33	0.98	1.88	3.08	3.98	6.08	6.98	
9	0.34	0.99	1.89	3.09	3.99	6.09	6.99	
10	0.36	1.01	1.91	3.11	4.01	6.11	7.01	
11	0.37	1.02	1.92	3.12	4.02	6.12	7.02	
12	0.38	1.03	1.93	3.13	4.03	6.13	7.03	
13	0.39	1.04	1.94	3.14	4.04	6.14	7.04	
14	0.40	1.05	1.95	3.15	4.05	6.15	7.05	
15	0.42	1.07	1.97	3.17	4.07	6.17	7.07	
16	0.43	1.08	1.98	3.18	4.08	6.18	7.08	
17	0.44	1.09	1.99	3.19	4.09	6.19	7.09	
18	0.45	1.10	2.00	3.20	4.10	6.20	7.10	
19	0.46	1.11	2.01	3.21	4.11	6.21	7.11	
20	0.48	1.13	2.03	3.23	4.13	6.23	7.13	
21	0.49	1.14	2.04	3.24	4.14	6.24	7.14	
22	0.50	1.15	2.05	3.25	4.15	6.25	7.15	
23	0.51	1.16	2.06	3.26	4.16	6.26	7.16	
24	0.52	1.17	2.07	3.27	4.17	6.27	7.17	
25	0.54	1.19	2.09	3.29	4.19	6.29	7.19	
26	0.55	1.20	2.10	3.30	4.20	6.30	7.20	
27	0.56	1.21	2.11	3.31	4.21	6.31	7.21	
28	0.57	1.22	2.12	3.32	4.22	6.32	7.22	
29	0.58	1.23	2.13	3.33	4.23	6.33	7.23	
30	0.60	1.25	2.15	3.35	4.25	6.35	7.25	

Non-Local Toll Rate Inflation Adjustment ³	Local Auto AVI Toll Rate Inflation Adjustment ³
Yes or No	Yes or No
CPI, All Urban Consumers, U.S. City Average, All items, Not Seasonally Adjusted (BES Series ID: CUUR0000SA0)	Not applicable
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO

Notes:

- (1) All toll revenues are presented in 2019 \$ as of the Proposal due date.
- (2) Years (X) in the table refer to the January 1st that occurs (X) years after the Partial Acceptance Date.
- (3) CPI adjustments will be applied in a particular year per Inflation Adjustment column. The identified inflation benchmark and the source data will be used to make inflationary adjustments. Where indicated to apply, the first CPI adjustment will be reflected in toll rates starting on the Partial Acceptance Date. Thereafter, further CPI adjustments will be reflected in toll rates as of January 1 of each year; however, no CPI adjustment will occur in respect of January 1, 2024 (if such date falls after the Partial Acceptance Date). CPI adjustments will be calculated with reference to the ratio of the most recently published monthly value for that index as of the calculation date to the most recently published values for that index as of January 1, 2019.
- (4) Plaquemines Parish resident as confirmed through valid and accurate vehicle registration address and drivers license, or otherwise in accordance with Toll Business Rules.

EXHIBIT C

WINDFALL PROCEEDS PAYMENTS

1. Windfall Proceeds Tiers

- 1.1 The following Windfall Proceeds Tiers are set in corresponding floors and ceilings as set forth in this Exhibit C: “Windfall Proceeds Tier 1 Floor”, “Windfall Proceeds Tier 1 Ceiling”, “Windfall Proceeds Tier 2 Floor”, “Windfall Proceeds Tier 2 Ceiling”, “Windfall Proceeds Tier 3 Floor”, “Windfall Proceeds Tier 3 Ceiling”, and “Windfall Proceeds Tier 4 Floor”.
- 1.2 The floors and ceilings of each Windfall Proceeds Tier are calculated as follows:
- (a) The Windfall Proceeds Tier 1 Floor is \$0. The Windfall Proceeds Tier 1 Ceiling is set forth in Attachment 1 to this Exhibit C, which is equal to the amount of Cumulative Toll Revenues required to achieve the Base Case Equity IRR in the Base Case Financial Model.
 - (b) The Windfall Proceeds Tier 2 Floor is the Windfall Proceeds Tier 1 Ceiling plus \$0.01. The Windfall Proceeds Tier 2 Ceiling is set forth in Attachment 1 to this Exhibit C, which is equal to the amount of Cumulative Toll Revenues required to achieve the Base Case Equity IRR in the Base Case Financial Model plus 3%.
 - (c) The Windfall Proceeds Tier 3 Floor is the Windfall Proceeds Tier 2 Ceiling plus \$0.01. The Windfall Proceeds Tier 3 Ceiling is set forth in Attachment 1 to this Exhibit C, which is equal to the amount of Cumulative Toll Revenues required to achieve the Base Case Equity IRR in the Base Case Financial Model plus 6%.
 - (d) The Windfall Proceeds Tier 4 Floor is the Windfall Proceeds Tier 3 Ceiling for plus \$0.01.
- 1.3 “Cumulative Toll Revenues” for purposes of calculating Windfall Proceeds Payments means the aggregate amount of Toll Revenues forecasted in the Initial Base Case Financial Model, starting from Partial Acceptance to the applicable Agreement Year.

2. Developer Responsibilities and LA DOTD Rights

- 2.1 On or before 90 days following the end of each Agreement Year after the Partial Acceptance Date has been reached and continuing until 90 days following the earlier of the end of the Term, and the termination of the Agreement, the Developer will provide to the LA DOTD:
- (a) a calculation of the aggregate Toll Revenues as at the end of such Agreement

Year;

- (b) a reconciliation of Windfall Proceeds Payments paid, if any, during the Agreement Year and the required Windfall Proceeds Payments payable, if any, based upon the aggregate Toll Revenues as at the end of such Agreement Year; and
 - (c) the Developer's audited calculation of the Windfall Proceeds Payments, together with all other data relevant to the calculation of the Windfall Proceeds Payments.
- 2.2 In periods where no Windfall Proceeds Payments are payable, the Developer will explicitly note this in writing to the LA DOTD.
- 2.3 The LA DOTD will have the right to dispute the Developer's calculation of the Windfall Proceeds Payments or to request additional information, clarification or amendment of such calculation, at any time for a period of one year following the submission of the audit and other data referenced above. The Developer will deliver to the LA DOTD such information, clarification or amendment within 30 days following the delivery of the LA DOTD's request. If the LA DOTD does not agree with the calculation of the Windfall Proceeds Payments, the dispute shall be resolved according to Article 20 of the Agreement.

3. Calculation of Windfall Proceeds Payment

- 3.1 The amount of each Windfall Proceeds Payment (the "Windfall Proceeds Payment Amount") shall be calculated at the end of each Agreement Year, and as of the last day of the Term. The amount the Developer will deposit into the Proceeds Escrow Account of each Windfall Proceeds Payment shall equal:
- (a) the portion of the aggregate Toll Revenues during the Term to date within Windfall Proceeds Tier 1, multiplied by 0%; plus
 - (b) the portion of the aggregate Toll Revenues during the Term to date within Windfall Proceeds Tier 2, multiplied by 12.5%; plus
 - (c) the portion of the aggregate Toll Revenues during the Term to date within Windfall Proceeds Tier 3, multiplied by 25%; plus
 - (d) the portion of the aggregate Toll Revenues during the Term to date within Windfall Proceeds Tier 4, multiplied by 50% for such Windfall Proceeds Tier; minus
 - (e) all Windfall Proceeds Payment amounts, if any, paid in previous Agreement Years.

- 3.2 Each Windfall Proceeds Tier and its applicable Windfall Proceeds Payment percentage are shown in Attachment 1 of this Exhibit C.
- 3.3 The Windfall Proceeds Tier values are stated on a calendar year basis, starting with the calendar year in which the first Partial Acceptance Date occurs. In the calculation of Windfall Proceeds Payments, if the Operating Period in the first or last calendar year is less than a full calendar year, the applicable amounts of the Windfall Proceeds Tier floors and ceilings will be adjusted *pro rata* based on the number of days during the applicable calendar year of the Operating Period. For the last calendar year of the Term, the aggregate Toll Revenues shall include those Toll Revenues that are accrued or earned but not yet received in such calendar year.

4. Payment of Windfall Proceeds Payments

4.1 Payment of the First Windfall Proceeds Payment

In the first Agreement Year in which a Windfall Proceeds Payment becomes payable, as a result of aggregate Toll Revenues exceeding the Windfall Proceeds Tier 2 Floor, the Developer will deposit into the Proceeds Escrow Account within 90 days following the end of such Agreement Year the Windfall Proceeds Payment, together with interest from the first day of the month following the month in which the Windfall Proceeds Tier 2 Floor is achieved to the payment date as specified in Section 24.10 of the Agreement.

4.2 Payment of Subsequent Windfall Proceeds Payments

- (a) In each Agreement Year following the Agreement Year in which the Developer first achieves aggregate Toll Revenues in excess of the Windfall Proceeds Tier 2 Floor, the Developer will deposit into the Proceeds Escrow Account within 30 days after the end of each Agreement Year an amount equal to the estimated Windfall Proceeds Payment.
- (b) The Windfall Proceeds Payment for each Agreement Year will be based upon the aggregate Toll Revenues as of such Agreement Year and a Windfall Proceeds Payment percentage as calculated and audited at the end of the most recent Agreement Year.
- (c) Within 90 days of the end of each Agreement Year, the Developer will deposit into the Proceeds Escrow Account any unpaid portion of the Windfall Proceeds Payment, together with interest in relation to which it was determined that an insufficient amount was paid to the date of payment as specified in Section 24.10 of the Agreement. If the reconciliation establishes that the Developer has overpaid the Windfall Proceeds Payment due for any Agreement Year, the Escrow Agent will refund to the Developer the amount of any overpayment within 90 days of the end of such Agreement Year.

- (d) The Developer's payment obligations under this Exhibit C shall survive expiration or any earlier termination of the Term.

Louisiana Department of Transportation and Development

ATTACHMENT 1

WINDFALL PROCEEDS PAYMENT CALCULATION¹

Tier	Tier 1		Tier 2		Tier 3		Tier 4	
Revenue Payment (%)	0.0%		12.5%		25.0%		50.0%	
Agreement Year After Partial Acceptance	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling	Floor	Ceiling
1st Year	-	8,393,716.29	8,393,716.30	9,115,302.37	9,115,302.38	9,931,793.09	9,931,793.10	N/A
2nd Year	-	26,800,753.92	26,800,753.93	29,104,745.42	29,104,745.43	31,711,763.11	31,711,763.12	N/A
3rd Year	-	44,055,542.60	44,055,542.61	47,842,883.66	47,842,883.67	52,128,344.41	52,128,344.42	N/A
4th Year	-	60,778,641.34	60,778,641.35	66,003,623.94	66,003,623.95	71,915,808.12	71,915,808.13	N/A
5th Year	-	76,501,136.39	76,501,136.40	83,077,741.23	83,077,741.24	90,519,316.07	90,519,316.08	N/A
6th Year	-	91,818,282.91	91,818,282.92	99,711,663.22	99,711,663.23	108,643,198.82	108,643,198.83	N/A
7th Year	-	107,546,670.94	107,546,670.95	116,792,180.09	116,792,180.10	127,253,679.59	127,253,679.60	N/A
8th Year	-	123,718,990.90	123,718,990.91	134,354,792.57	134,354,792.58	146,389,439.02	146,389,439.03	N/A
9th Year	-	140,398,921.96	140,398,921.97	152,468,654.17	152,468,654.18	166,125,824.95	166,125,824.96	N/A
10th Year	-	157,629,293.98	157,629,293.99	171,180,276.70	171,180,276.71	186,513,515.43	186,513,515.44	N/A
11th Year	-	175,322,885.35	175,322,885.36	190,394,940.37	190,394,940.38	207,449,306.26	207,449,306.27	N/A
12th Year	-	193,502,213.23	193,502,213.24	210,137,098.04	210,137,098.05	228,959,840.66	228,959,840.67	N/A
13th Year	-	212,227,497.25	212,227,497.26	230,472,146.30	230,472,146.31	251,116,373.00	251,116,373.01	N/A
14th Year	-	231,406,954.47	231,406,954.48	251,300,411.85	251,300,411.86	273,810,301.90	273,810,301.91	N/A
15th Year	-	251,236,031.50	251,236,031.51	272,834,143.36	272,834,143.37	297,272,887.90	297,272,887.91	N/A
16th Year	-	271,565,394.80	271,565,394.81	294,911,169.44	294,911,169.45	321,327,433.35	321,327,433.36	N/A
17th Year	-	292,472,116.61	292,472,116.62	317,615,188.05	317,615,188.06	346,065,133.31	346,065,133.32	N/A
18th Year	-	313,866,569.50	313,866,569.51	340,848,866.72	340,848,866.73	371,379,936.92	371,379,936.93	N/A
19th Year	-	335,805,952.55	335,805,952.56	364,674,321.79	364,674,321.80	397,339,524.48	397,339,524.49	N/A
20th Year	-	358,449,918.13	358,449,918.14	389,264,930.53	389,264,930.54	424,132,803.30	424,132,803.31	N/A
21st Year	-	381,701,594.31	381,701,594.32	414,515,493.18	414,515,493.19	451,645,150.49	451,645,150.50	N/A
22nd Year	-	405,466,224.55	405,466,224.56	440,323,107.22	440,323,107.23	479,764,446.20	479,764,446.21	N/A
23rd Year	-	429,820,924.06	429,820,924.07	466,771,517.25	466,771,517.26	508,581,936.32	508,581,936.33	N/A
24th Year	-	454,777,350.23	454,777,350.24	493,873,382.84	493,873,382.85	538,111,414.38	538,111,414.39	N/A
25th Year	-	480,569,415.48	480,569,415.49	521,882,725.23	521,882,725.24	568,629,655.24	568,629,655.25	N/A
26th Year	-	506,898,286.10	506,898,286.11	550,475,020.76	550,475,020.77	599,783,066.46	599,783,066.47	N/A
27th Year	-	533,864,403.85	533,864,403.86	579,759,345.92	579,759,345.93	631,690,494.91	631,690,494.92	N/A
28th Year	-	561,480,853.00	561,480,853.01	609,749,909.77	609,749,909.78	664,367,422.43	664,367,422.44	N/A
29th Year	-	589,837,353.80	589,837,353.81	640,544,145.60	640,544,145.61	697,920,009.75	697,920,009.76	N/A
30th Year	-	618,965,808.79	618,965,808.80	672,176,698.54	672,176,698.55	732,386,005.26	732,386,005.27	N/A
31st Year	-	632,304,489.59	632,304,489.60	686,662,071.23	686,662,071.24	748,168,885.37	748,168,885.38	N/A

¹ The Term of the Agreement is the date that is 30 years after the Partial Acceptance Date, unless terminated earlier pursuant to the Agreement.

EXHIBIT D

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** (“Escrow Agreement”) is made and entered into as of December 20, 2019 by and among the Louisiana Department of Transportation and Development (“LA DOTD”), an agency of the State of Louisiana (“State”), the address of which is 1201 Capitol Access Road, Baton Rouge LA 70804; Plenary Infrastructure Belle Chasse LLC, a limited liability company organized under the laws of the State of Delaware (“Developer”) whose address is 100 N. Tampa Street, Suite 2840, Tampa, FL 33602; and Hancock Whitney Bank (the “Escrow Agent”), whose address is 445 North Blvd., Suite 201, Baton Rouge, LA 70802 (the LA DOTD, the Developer and the Escrow Agent are herein referred to collectively as the “Parties”).

RECITALS

WHEREAS, the LA DOTD and the Developer have entered into a Comprehensive Agreement Relating to the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership (“Project”), dated as of December 20, 2019 (“Comprehensive Agreement”), pursuant to which the LA DOTD has granted a permit to the Developer, which includes (a) the right and obligation to develop, design, finance, construct, operate and maintain the Project and (b) the right to establish, impose, charge, collect, use and enforce payment of tolls and related charges;

WHEREAS, pursuant to Section 7.02 and Section 7.05(d) of the Comprehensive Agreement, the Developer is required to deposit certain payments into an account established under this Escrow Agreement;

WHEREAS, pursuant to Section 17.05 of the Comprehensive Agreement, the Developer is required to submit to the LA DOTD the Source Code and Source Code Documentation;

WHEREAS, the Developer and the LA DOTD desire to appoint the Escrow Agent to act as escrow agent hereunder in the manner hereinafter set forth, and the Escrow Agent is willing to act in such capacity; and

WHEREAS, it is a condition to the execution and delivery by the LA DOTD of the Comprehensive Agreement that this Escrow Agreement be entered into among the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties, intending to be legally bound, do hereby agree as follows.

ARTICLE 1.

DEFINITIONS AND ORDER OF PRECEDENCE

Section 1.01 Definitions

Capitalized terms used but not otherwise defined in this Escrow Agreement have the respective meanings set forth in Exhibit A to the Comprehensive Agreement.

Section 1.02 Order of Precedence

In the event of any conflict, ambiguity or inconsistency between the provisions of the Comprehensive Agreement and the provisions of this Escrow Agreement, the provisions of this Escrow Agreement shall prevail.

Section 1.03 No Effect on Comprehensive Agreement

Nothing in this Escrow Agreement amends or modifies any of the Developer's or the LA DOTD's obligations and rights under the Comprehensive Agreement.

ARTICLE 2.

ESCROW ARRANGEMENTS

Section 2.01 Appointment of Escrow Agent

The Developer and the LA DOTD hereby appoint the Escrow Agent to serve as escrow agent hereunder, and the Escrow Agent hereby accepts such appointment, subject to the terms and conditions set forth in this Escrow Agreement.

Section 2.02 Deposit of Source Code and Source Code Documentation

In accordance with Section 17.05 of the Comprehensive Agreement, the Developer will deliver and deposit with the Escrow Agent the Source Code and Source Code Documentation. The Escrow Agent will provide to each Party written acknowledgment of the receipt of the Source Code and Source Code Documentation, and any subsequent additions or modifications to the Source Code and Source Code Documentation, promptly upon receipt thereof. The Escrow Agent is not required to take notice of the Source Code and Source Code Documentation or the contents thereof, which the Escrow Agent shall hold only for custodial purposes.

Section 2.03 Ownership; Use and Review of Source Code and Source Code Documentation

The Parties hereby acknowledge and agree that the Source Code and Source Code Documentation are, and shall always be, the property of the Developer. The Escrow Agent will provide prompt access to the Source Code and Source Code Documentation for review upon receipt by it of a written notice requesting such access signed by the LA DOTD or the

Developer; provided that the LA DOTD, prior to making such request, has given a minimum of 24 hours written notice to the Developer, and the Developer, prior to making such request, has given a minimum of 24 hours written notice to the LA DOTD. The Escrow Agent will not permit access to the Source Code and Source Code Documentation to any person other than the Developer, authorized representatives of the Developer, the LA DOTD, members of the LA DOTD's staff pursuant to Section 17.05 of the Comprehensive Agreement and to the LA DOTD's Consultants. Such authorized representatives of the Developer and the LA DOTD staff and Consultants will be entitled to conduct examinations and reviews of the Source Code and Source Code Documentation at any time deemed necessary and for any reason.

Section 2.04 Release and Return of Source Code and Source Code Documentation

The Escrow Agent will hold the Source Code and Source Code Documentation in its possession at its offices in Baton Rouge, Louisiana until directed to deliver such Source Code and Source Code Documentation upon receipt of a written certification by both parties to release such documentation or a final adjudication, as applicable, whereupon the Escrow Agent will deliver the appropriate Source Code and Source Code Documentation to the Developer.

Section 2.05 Proceeds Escrow Account

(a) The Escrow Agent will establish the Proceeds Escrow Account and agrees to deposit all moneys received by the Developer pursuant to Section 7.02 and Section 7.05(d) of the Comprehensive Agreement into the Proceeds Escrow Account to be held in escrow and disbursed to the LA DOTD in accordance with this Section 2.05. The Escrow Agent and the Developer acknowledge and agree that: (i) neither the Escrow Agent nor the Developer has any interest in the Proceeds Escrow Account and (ii) the Proceeds Escrow Account is for the sole benefit and use of the LA DOTD.

(b) The Escrow Agent will establish the CPI Buy-Down Escrow Account and agrees to deposit all moneys deposited by the LA DOTD therein pursuant to Section 7.02(d) of the Comprehensive Agreement into the CPI Buy-Down Escrow Account. The Escrow Agent and the Developer acknowledge and agree that: (i) neither the Escrow Agent nor the Developer has any interest in the CPI Buy-Down Escrow Account and (ii) the CPI Buy-Down Escrow Account is for the sole benefit and use of the LA DOTD.

(c) The Escrow Agent will keep records of all transactions made by the Escrow Agent relating to the receipt, deposit and disbursement of funds into and from the Proceeds Escrow Account and the CPI Buy-Down Escrow Account, and such records will be available for inspection by the LA DOTD.

(d) Upon written request from the LA DOTD, the Escrow Agent will disburse, as applicable, amounts: (i) from the Proceeds Escrow Account as may be directed by the LA DOTD no later than 30 Days from receipt of such request and (ii) from the CPI Buy-Down Escrow Account, as may be directed by the LA DOTD, no later than 5 Business Days from receipt of such request.

Section 2.06 Termination

This Escrow Agreement shall continue in effect and shall automatically terminate at such time as all Source Code and Source Code Documentation are released to the Developer and all moneys held in the Proceeds Escrow Account and the CPI Buy-Down Escrow Account are disbursed to the LA DOTD. With respect to the Source Code and Source Code Documentation, it is agreed and understood that in the event of disagreement between the Parties hereto, the Escrow Agent will, and does, reserve the right to hold the Source Code and Source Code Documentation in its possession, and all papers in connection with or concerning this escrow, until mutual agreement has been reached between the Parties or until delivery thereof is ordered pursuant to a final disposition reached pursuant to the dispute resolution provisions of Article 20 of the Comprehensive Agreement.

ARTICLE 3.

ESCROW AGENT

Section 3.01 Liability of Escrow Agent

(a) The Escrow Agent will have no responsibility to any person in connection with this Escrow Agreement, except as specifically provided, and will not be responsible for anything done or omitted to be done by it, except for its breach of its obligations under this Escrow Agreement, its negligence or willful misconduct.

(b) Unless specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the other Parties with respect to arrangements or contracts with others. If the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent may request from the other Parties or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the other Parties, among others, at any time. The Escrow Agent may request an opinion of counsel for a determination of any legal issue which might arise in the performance of its duties hereunder and such opinion of counsel shall be full and complete authorization for any action taken, suffered or omitted by the Escrow Agent in reliance thereon.

(c) This Escrow Agreement sets forth exclusively the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

Section 3.02 Payment of Escrow Agent

(a) The Escrow Agent acknowledges receipt of good and valuable consideration for the services rendered or to be rendered by it pursuant to this Escrow Agreement.

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(b) The Developer will pay the Escrow Agent's reasonable fees and expenses in connection with the performance of its duties under this Escrow Agreement. The annual administrative fee is \$2,000.00 and will be payable at signing by the Developer or within 30 days of receipt of an invoice from the Escrow Agent. The Escrow Agent and the Developer acknowledge and agree that the LA DOTD will have no liability in respect of any fees or expenses of the Escrow Agent.

Section 3.03 Resignation and Replacement of Escrow Agent

(a) The Escrow Agent may resign, and thereby become discharged from the trusts, duties and obligations hereby created, by written notice given to the LA DOTD and the Developer, not less than 90 days before such resignation shall take effect. Such resignation will take effect immediately; however, upon the earlier appointment of a new escrow agent hereunder and acceptance of the obligations hereby created.

(b) The Escrow Agent will continue to serve as Escrow Agent until a successor is appointed and the Source Code and Source Code Documentation and funds in the Proceeds Escrow Account have been properly transferred to the successor Escrow Agent. In the event of the resignation of the Escrow Agent prior to the expiration of this Escrow Agreement, the Escrow Agent will rebate to the Developer a ratable portion of any prepaid fee theretofore paid by the Developer to the Escrow Agent for its services hereunder. After any notice of resignation of the Escrow Agent, the Developer will undertake to appoint a replacement escrow agent on terms reasonably acceptable to the Developer and the LA DOTD.

ARTICLE 4.

GENERAL PROVISIONS

Section 4.01 Address for Notices

(a) Whenever under the provisions of this Escrow Agreement it will be necessary or desirable for one Party to serve any approval, notice, request, demand, report or other communication on another Party, the same will be in writing and will not be effective for any purpose unless and until actually received by the addressee or unless served (i) personally, (ii) by independent, reputable, overnight commercial courier, (iii) by facsimile or email transmission, where the facsimile or email transmission immediately is followed by service of the original of the subject item in another manner permitted herein or (iv) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to the LA DOTD:

Louisiana Department of Transportation and Development
1201 Capitol Access Road
PO Box 94245
Baton Rouge, LA 70804-9245
Attention: Nicholas.Olivier@LA.GOV

Louisiana Department of Transportation and Development

With copies to:

Joshua G. Hollins, Esq.
Executive Counsel
Office of the Secretary
Louisiana Department of Transportation and Development
1201 Capitol Access Road
Baton Rouge, LA 70802
Joshua.Hollins@LA.GOV

If to the Developer:

Plenary Infrastructure Belle Chasse LLC
100 N Tampa St.
Suite 2840
Tampa, Florida 33602
Attention: Mike Schutt
Telephone: 813-387-3880
Email: notices@plenarygroup.com

With copies to:

400 Burrard St.
Suite 2000
Vancouver, BC V6C 3A6
Canada
Telephone: 604-638-3905
Email: notices@plenarygroup.com

If to the Escrow Agent:

Hancock Whitney Bank
445 North Blvd.
Suite 201
Baton Rouge, LA 70802
Attention: Elizabeth Zeigler
Telephone: 225-248-7467
Email: beth.zeigler@hancockwhitney.com

(b) Any Party may, from time to time, by notice in writing served upon the other Parties, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally will be deemed delivered upon receipt, if served by mail or independent courier will be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or

manifest of the United States Postal Service or independent courier, and if served by facsimile transmission will be deemed delivered on the date of receipt as shown on the received facsimile (provided, that the original is thereafter delivered as aforesaid).

Section 4.02 Successors and Assigns

This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. The LA DOTD and the Escrow Agent hereby consent to the collateral assignment (the “Assignment”) of this Escrow Agreement in whole by the Developer to the Collateral Agent as security for the performance of the Developer’s obligations under the Project Financing Agreements. Pursuant to the Assignment, the Collateral Agent and its designee or assignee will have the right to assume the benefits and obligations of the Developer under this Escrow Agreement. In the event that the Collateral Agent or such designee or assignee exercise such right by notice to the Escrow Agent, as of the date of such assumption of benefits and obligations of the Developer hereunder, the Collateral Agent may, in connection with any default under any Project Financing Agreement, assign any rights assigned to it hereunder to any other entity. However, the Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of the Developer unless the Escrow Agent receives clear, authoritative and conclusive written evidence of the change of Party.

Section 4.03 Counterparts

This Escrow Agreement may be executed in several counterparts each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 4.04 Waiver

Any term of this Escrow Agreement may be waived by the Party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the Party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Escrow Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

Section 4.05 Benefit of Agreement; Amendments

(a) This Escrow Agreement is made for the benefit of the Developer and the LA DOTD, except as otherwise expressly provided herein.

(b) This Escrow Agreement will not be amended without the prior written consent of the Developer, the LA DOTD and the Escrow Agent.

Section 4.06 Severability

In the event any one or more of the provisions contained in this Escrow Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision thereof and this Escrow Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 4.07 Prior Contracts Superseded

This Escrow Agreement constitutes the sole agreement of the Parties hereto with respect to the subject matter set forth herein and supersedes any prior understandings or written or oral contracts between the Parties respecting such subject matter.

Section 4.08 Effect of Breach

Without prejudice to any rights a Party otherwise may have, a breach of this Escrow Agreement will not of itself give rise to a right to terminate the Comprehensive Agreement.

Section 4.09 No Third-Party Beneficiaries

Nothing contained in this Escrow Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity that is not a Party.

Section 4.10 No Partnership

Nothing contained in this Escrow Agreement shall be deemed to constitute a partnership between the Parties hereto. None of the Parties will hold itself out contrary to the terms of this Section 4.10.

Section 4.11 Governing Law

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana applicable to contracts executed and to be performed within the State.

[The remainder of this page intentionally left blank; signature pages immediately follow.]

Louisiana Department of Transportation and Development

IN WITNESS WHEREOF, the Parties have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date first written above.

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT,**
an agency of the State of Louisiana

By: _____
Name: Shawn Wilson
Title: Secretary of the Louisiana
Department of Transportation and
Development

Witnessed By: _____
Name:

Witnessed By: _____
Name:

Louisiana Department of Transportation and Development

**PLENARY INFRASTRUCTURE BELLE
CHASSE LLC, as Developer**

By: _____
Name: Brian Budden
Title: President

Witnessed By: _____
Name:

Witnessed By: _____
Name:

Louisiana Department of Transportation and Development

**PLENARY INFRASTRUCTURE BELLE
CHASSE LLC, as Developer**


By: _____
Name: Mike Schutt
Title: Vice President

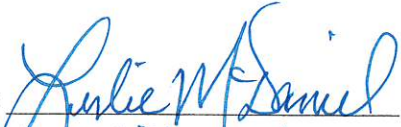
Witnessed By: _____
Name:

Witnessed By: _____
Name:

Louisiana Department of Transportation and Development

PLENARY INFRASTRUCTURE BELLE
CHASSE LLC, as Developer

By: 
Name: Mike Schutt
Title: Vice President

Witnessed By: 
Name: Leslie M. Daniel

Witnessed By: 
Name: DRE E. Bowen

Louisiana Department of Transportation and Development

HANCOCK WHITNEY BANK, as Escrow
Agent

By: _____
Name: Elizabeth H. Zeigler
Title: Senior Vice President

Witnessed By: _____
Name:

Witnessed By: _____
Name:

Louisiana Department of Transportation and Development

HANCOCK WHITNEY BANK, as Escrow
Agent

By: _____
Name: Stephen P. Edwards
Title: Trust Officer

Witnessed By: _____
Name:

Witnessed By: _____
Name:

EXHIBIT E

LIST OF INITIAL PROJECT FINANCING AGREEMENTS

1. A certain note purchase agreement among the Developer, Sun Life Assurance Company of Canada and U.S. Bank National Association, dated December 20, 2019.
2. A certain equity contribution agreement among the Developer, Plenary Infrastructure Belle Chasse HoldCo Ltd. and U.S. Bank National Association, dated December 20, 2019.
3. A certain collateral agency agreement among the Developer, Sun Life Assurance Company of Canada and U.S. Bank National Association, as collateral agent and securities intermediary, dated December 20, 2019.
4. A certain technical advisor's agreement among the Developer, BTY US, LLC and U.S. Bank National Association, dated December 20, 2019.
5. The Direct Agreement.
6. A certain design-builder direct agreement among the Design-Build Contractor, Traylor Bros, Inc., Massman Construction Co., the Developer and U.S. Bank National Association, dated December 20, 2019.
7. A certain o&m contractor direct agreement among the O&M Contractor, the Developer and U.S. Bank National Association, dated December 20, 2019.
8. A certain tolling contractor direct agreement among Kapsch TrafficCom USA, Inc., the Developer and U.S. Bank National Association, dated December 20, 2019.
9. A certain tolling contract guarantee among Kapsch TrafficCom AG, Plenary Louisiana Tolling LLC, LA DOTD and the Developer dated December 20, 2019.
10. A certain security agreement between the Developer and U.S. Bank National Association, dated December 20, 2019.
11. A certain pledge agreement between Plenary Infrastructure Belle Chasse HoldCo Ltd. and U.S. Bank National Association, dated December 20, 2019.

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12. A certain senior note of Sun Life Assurance Company of Canada executed by the Developer and authenticated by U.S. Bank National Association, dated December 23, 2019.

EXHIBIT F

DIRECT AGREEMENT

This **AGREEMENT RELATING TO THE BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT PUBLIC-PRIVATE PARTNERSHIP PROJECT** (this “Agreement”) is made and entered into as of December 20, 2019 by and among the Louisiana Department of Transportation and Development (“LA DOTD”), an agency of the State of Louisiana (“State”), the address of which is 1201 Capitol Access Road, Baton Rouge LA 70804; Plenary Infrastructure Belle Chasse LLC, a limited liability company organized under the laws of the State of Delaware (“Developer”) whose address is 100 N Tampa Street, Suite 2840, Tampa, FL 33602; and U.S. Bank National Association, as agent for the Lenders in accordance with the terms of the Initial Project Financing Agreements (the “Collateral Agent”), whose address is 633 West 5th Street, 24th Floor, Los Angeles, CA 90071.

RECITALS

WHEREAS, the LA DOTD and the Developer have entered into a Comprehensive Agreement Relating to the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership (“Project”), dated as of December 20, 2019 (“Comprehensive Agreement”), pursuant to which the LA DOTD has granted a permit to the Developer, which includes (a) the right and obligation to develop, design, finance, construct, operate and maintain the Project and (b) the right to establish, impose, charge, collect, use and enforce payment of tolls and related charges; and

WHEREAS, the provision of Developer Debt to the Developer is conditioned upon the LA DOTD providing the Lenders with certain assurances (as more particularly set forth in this Agreement) regarding the Lenders’ rights in the event of a Developer Default under the Comprehensive Agreement or the Project Financing Agreements;

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

DEFINITIONS, CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

Section 1.01 Definitions

Capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in Exhibit A to the Comprehensive Agreement. In addition, the following terms have the meanings specified below:

Bankruptcy Related Default means a Developer Default that arises pursuant to Section 18.01(n) or (o) of the Comprehensive Agreement.

Collateral Agent Notice has the meaning given to it in Section 2.02(e)(i).

Cure Period means the period commencing on the date that the Collateral Agent receives a LA DOTD Notice pursuant to Section 2.02(a) and ending on the earliest of:

- (a) the relevant Cure Period Completion Date;

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- (b) any Step-out Date or Substitution Effective Date; or
- (c) the last day of the Term.

Cure Period Completion Date means, subject to Section 8.02:

(a) with respect to any Bankruptcy Related Default, the date falling 90 Days after the date that the Collateral Agent receives the LA DOTD Notice; and

(b) with respect to any Developer Default that is not a Bankruptcy Related Default, the date falling 90 Days after the later of (i) the date that the LA DOTD Notice is received by the Collateral Agent, and (ii) expiration of any applicable cure period granted to Developer pursuant to Section 18.01 of the Comprehensive Agreement; provided, however, that such period will, at the request of the Collateral Agent, be extended up to a maximum of 60 additional Days, but only to the extent that:

(i) within the 90-Day period, the Collateral Agent and the LA DOTD agree to a plan specifying the remedial action to be taken in respect of the relevant Developer Default; and

(ii) the extension requested by the Collateral Agent represents a reasonable period of time to remedy the relevant Developer Default.

LA DOTD Notice has the meaning given to it in Section 2.02(a).

Discharge Date means the date on which all of the obligations of the Developer under the Initial Project Financing Agreements have been irrevocably discharged in full to the satisfaction of the Collateral Agent.

Event of Default has the meaning given to such term in the Initial Project Financing Agreements.

Funding Account means Account No. 235638002 at U.S. Bank National Association.

Initial Equity Members means the Equity Members as of the date of this Agreement.

Initial Financing Assignment means the Financing Assignment granted by the Developer pursuant to the Initial Project Financing Agreements.

Initial Period means:

(a) with respect to any Bankruptcy Related Default, the date falling 90 Days after the date that the Collateral Agent receives the relevant LA DOTD Notice; and

(b) with respect to any Developer Default that is not a Bankruptcy Related Default, the later of (i) the date falling 90 Days after the date that the Collateral Agent receives the relevant LA DOTD Notice and (ii) expiration of any applicable cure period granted to the Developer pursuant to the Comprehensive Agreement;

in each case, as may be extended pursuant to Section 8.02.

Proceeds Account means Account No. 235638005 at U.S. Bank National Association.

Property means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

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Qualified Substitute Developer means a Person who:

- (a) has the legal capacity, power and authority to become a party to, and perform the obligations of the Developer under, the Comprehensive Agreement;
- (b) has the resources available to it (including committed financial resources) to perform the obligations of the Developer under the Comprehensive Agreement;
- (c) employs or subcontracts with Persons having the appropriate qualifications, experience and technical competence available to it that are sufficient to enable it to perform the obligations of the Developer under the Comprehensive Agreement; and
- (d) has not been:
 - (i) debarred or prohibited from participating in state or federally-funded projects;
 - (ii) indicted, convicted, pled guilty or *nobo contendere* to a violation of law involving fraud, conspiracy, collusion, bribery, perjury, material misrepresentation, or any other violation that show a similar lack of moral or ethical integrity; or
 - (iii) barred or prohibited from owning or operating the Project under law, including the Foreign Investment and National Security Act of 2007, 50 USC App. 2170 (HR 556).

Step-in Date has the meaning given to it in Section 4.01(c).

Step-in Entity has the meaning given to it in Section 4.01(b).

Step-in Entity Accession Agreement means the agreement to be entered into by a Step-in Entity pursuant to Section 4.01(c).

Step-in Notice has the meaning given to it in Section 4.01(a).

Step-in Period in relation to a Step-in Entity means the period from and including the Step-in Date until the earliest of:

- (a) the last day of the Cure Period;
- (b) the Substitution Effective Date;
- (c) the Step-out Date;
- (d) the date of termination of the Comprehensive Agreement by the LA DOTD in accordance with this Agreement and the Comprehensive Agreement; or
- (e) the last day of the Term.

Step-out Date in relation to a Step-in Entity means the date upon which any Step-out Notice is served by such Step-in Entity pursuant to Section 4.03.

Step-out Notice has the meaning given to it in Section 4.03(a).

Substitute has the meaning given to it in Section 5.01.

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Substitute Accession Agreement means the agreement to be entered into by a Substitute pursuant to Section 6.01.

Substitution Effective Date has the meaning given to it in Section 6.01.

Substitution Notice has the meaning given to it in Section 5.01.

Section 1.02 Order of Precedence

In the event of any conflict, ambiguity or inconsistency between the provisions of the Comprehensive Agreement and the provisions of this Agreement, the provisions of this Agreement will prevail.

Section 1.03 No Effect on Comprehensive Agreement

Nothing in this Agreement amends or modifies any of the Developer's obligations to the LA DOTD under the Comprehensive Agreement.

ARTICLE 2.

CONSENT TO SECURITY AND NOTICES

Section 2.01 Consent to Security

Notwithstanding anything to the contrary in the Comprehensive Agreement:

- (a) the LA DOTD acknowledges notice and receipt of and consents to:
 - (i) the assignment by the Developer to the Collateral Agent of all of the Developer's Interest pursuant to the Initial Project Financing Agreements;
 - (ii) the grant by each of the initial Equity Members to the Collateral Agent of a security interest in their respective equity interests in the Developer, in each case pursuant to the Initial Project Financing Agreements; and
 - (iii) the grant by the Developer to the Collateral Agent of the security interests in all of the property and assets of the Developer pursuant to the Initial Project Financing Agreements;
- (b) none of the security interests referred to in Section 2.01(a):
 - (i) constitute (or with the giving of notice or lapse of time, or both, could constitute) either a breach by the Developer of its obligations under the Comprehensive Agreement or a Developer Default; or
 - (ii) require any consent of the LA DOTD that is either additional or supplemental to those granted pursuant to this Section 2.01;
- (c) without prejudice to the rights granted to the Collateral Agent pursuant to this Agreement, the Collateral Agent will not, by virtue of the security interests referred to in Section 2.01(a), acquire any greater rights to the Developer's Interest than the Developer itself has at any particular time pursuant to the Comprehensive Agreement; and

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(d) for so long as any amount under the Initial Project Financing Agreements is outstanding, the LA DOTD will not, without the prior written consent of the Collateral Agent, consent to any assignment, transfer, pledge or hypothecation by the Developer of the Comprehensive Agreement or any interest therein by the Developer, other than as specified in this Agreement.

Section 2.02 Notice Requirements

(a) The LA DOTD will give the Collateral Agent written notice (“LA DOTD Notice”) promptly, upon giving notice to the Developer under the Comprehensive Agreement, of:

(i) any Developer Default;

(ii) the LA DOTD’s exercise of its right to suspend the Work under Section 10.07 of the Comprehensive Agreement; or

(iii) the LA DOTD’s election to terminate the Comprehensive Agreement under Article 19 of the Comprehensive Agreement.

(b) The LA DOTD will specify in the LA DOTD Notice, as applicable:

(i) the unperformed obligations of the Developer under the Comprehensive Agreement of which the LA DOTD is aware (having made reasonable inquiry) in sufficient detail to enable the Collateral Agent to assess the scope and amount of any liability of the Developer resulting therefrom;

(ii) the grounds for Developer Default, for suspension of the Work or for termination of the Comprehensive Agreement in sufficient detail to enable the Collateral Agent to assess the scope and amount of any liability of the Developer resulting therefrom;

(iii) any amounts due and payable by the Developer to the LA DOTD under the Comprehensive Agreement, if identified as of the date of the LA DOTD Notice and which remain unpaid at such date and, by cross-reference to the applicable provision(s) of the Comprehensive Agreement, the nature of the Developer’s obligation to pay such amounts; and

(iv) the amount of any payments that the LA DOTD reasonably foresees will become due from the Developer during the applicable Cure Period.

(c) The LA DOTD will update any LA DOTD Notice issued pursuant to Section 2.01(a) as and when it becomes aware of any unperformed obligations of the Developer (including non-payment of amounts that have become due) under the Comprehensive Agreement that were not specified in the relevant LA DOTD Notice.

(d) For the avoidance of doubt, nothing in this Agreement will prevent multiple LA DOTD Notices running concurrently.

(e) The Collateral Agent will:

(i) give written notice to the LA DOTD of any Event of Default (whether or not a LA DOTD Notice has been served in connection with the same event) promptly upon providing written notice of the same to the Developer (“Collateral Agent Notice”);

(ii) specify in any Collateral Agent Notice the circumstances and nature of the Event of Default to which the Collateral Agent Notice relates; and

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(iii) notify the LA DOTD of any decision to accelerate amounts outstanding under the Initial Project Financing Agreements or to exercise any enforcement remedies under the Initial Project Financing Agreements.

Section 2.03 LA DOTD Payments under the Comprehensive Agreement

(a) At any time prior to receipt of a Collateral Agent Notice, the LA DOTD will deposit all amounts payable by it under the Comprehensive Agreement into the Proceeds Account, except the Public Funds Amount and the Annual CPI Buy-Down Payment Amounts which shall be deposited to the Funding Account.

(b) Following receipt of a Collateral Agent Notice, the LA DOTD will, if directed by the Collateral Agent, deposit all amounts payable by it under the Comprehensive Agreement into the Proceeds Account and the Collateral Agent and Developer agree that any payment made in accordance with this Section 2.03 will constitute a complete discharge of the LA DOTD's relevant payment obligations under the Comprehensive Agreement. Notwithstanding the foregoing, the LA DOTD's obligations under this Section 2.03 will be subject to any surety's rights under Law.

(c) The Collateral Agent acknowledges and agrees that all of the LA DOTD's payment obligations to the Developer pursuant to the Comprehensive Agreement will be due and payable in accordance with, and subject to any limitations and requirements set forth in, the Comprehensive Agreement.

Section 2.04 Design-Build Performance Security and O&M Performance Security

The parties hereto acknowledge the terms of Section 16.07 of the Comprehensive Agreement and LA DOTD agrees that it shall forbear from exercising remedies under any Design-Build Performance Security or O&M Performance Security in accordance with the terms thereof.

ARTICLE 3.

RIGHTS AND OBLIGATIONS DURING THE CURE PERIOD

Section 3.01 No Termination during the Cure Period

At any time during a Cure Period, the LA DOTD will not, subject to the terms of this Agreement:

(a) terminate or give notice terminating the Comprehensive Agreement for Developer Default or exercise any rights under Section 18.03 of the Comprehensive Agreement;

(b) suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to the Developer) under the Comprehensive Agreement; or

(c) take, join in or support, whether directly or indirectly, any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Developer or for the composition or readjustment of the Developer's debts, or any similar insolvency procedure in relation to the Developer, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for the Developer or for any part of the Developer's Property.

Section 3.02 Collateral Agent Rights

(a) At any time during an Event of Default (but, in the case of a Developer Default, only for so long as the Initial Period has not expired), without giving a Step-in Notice, the Collateral Agent may (but shall have no obligation), at its sole option and discretion, perform or arrange for the performance of any act, duty, or obligation required of the Developer under the Comprehensive Agreement, or remedy any breach of the Developer thereunder at any time, which performance or remedy by or on behalf of the Collateral Agent will be accepted by the LA DOTD in lieu of performance by the Developer and in satisfaction of the Developer's obligations under the Comprehensive Agreement. To the extent that any breach of the Developer under the Comprehensive Agreement is remedied and/or any payment liabilities or obligations of the Developer are performed by the Collateral Agent under this Section 3.02(a), such action will discharge the relevant liabilities or obligations of the Developer to the LA DOTD. No such performance by or on behalf of the Collateral Agent under this Section 3.02(a) will be construed as an assumption by the Collateral Agent, or any person acting on the Collateral Agent's behalf, of any of the covenants, agreements or other obligations of the Developer under the Comprehensive Agreement.

(b) At any time during a Cure Period or an Event of Default, the Collateral Agent may:

- (i) issue a Step-in Notice in accordance with the requirements of Section 4.01; or
- (ii) issue a Substitution Notice in accordance with the requirements of Section 5.01.

ARTICLE 4.

STEP-IN ARRANGEMENTS

Section 4.01 Step-in Notice

(a) Provided that all unperformed payment obligations of the Developer identified in a LA DOTD Notice will have been remedied in full or waived by the LA DOTD on or before the Step-in Date, the Collateral Agent may provide the LA DOTD with a written notice ("Step-in Notice") under this Section 4.01 at any time during any Cure Period or Event of Default.

(b) The Collateral Agent will nominate, in any Step-in Notice, any one of:

(i) the Collateral Agent, a Lender or any of their respective Affiliates (any such respective Affiliate subject to LA DOTD approval unless such respective Affiliate is wholly-owned by the Lender to which it is affiliated); or

(ii) any Person approved by the LA DOTD in its discretion, such approval not to be unreasonably withheld, conditioned or delayed, if such Person meets all the criteria to be a Qualified Substitute Developer and the LA DOTD has been provided with the relevant information required under Section 5.03 with respect to such Person (each a "Step-in Entity"), stating that the Step-in Entity is to become a joint and several obligor with the Developer under the Comprehensive Agreement and this Agreement in accordance with the terms hereof.

(c) The Step-in Entity named in the Step-in Notice will be deemed to become a party to the Comprehensive Agreement and this Agreement on and from the date it executes a duly completed Step-in Entity Accession Agreement, substantially in the form attached hereto as Annex 1 to this Agreement, and submits it to the LA DOTD ("Step-in Date").

Section 4.02 Rights and Obligations on Step-in

(a) On and from the Step-in Date and during the Step-in Period, the Step-in Entity will be:

(i) jointly and severally entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to the Developer under the Comprehensive Agreement and this Agreement;

(ii) entitled to exercise and enjoy the rights and powers expressed to be assumed by or granted to a Step-in Entity under this Agreement; and

(iii) jointly and severally liable with the Developer for the payment of all sums due from the Developer under or arising out of the Comprehensive Agreement at the Step-in Date and for the performance of all of the Developer's obligations under or arising out of the Comprehensive Agreement on or after the Step-in Date.

(b) Without prejudice to ARTICLE 7, during the Step-in Period:

(i) the LA DOTD agrees:

(A) not to terminate or give notice terminating the Comprehensive Agreement for Developer Default or exercise any of its rights under Section 18.03 of the Comprehensive Agreement (except to the extent the exercise of such rights is necessary to protect the public health, safety or welfare), unless the grounds for termination or giving notice of termination or exercise of any of its rights under Section 18.03 of the Comprehensive Agreement arose during the Step-in Period;

(B) not to take, join in or support, whether directly or indirectly, any action for the liquidation, bankruptcy, administration, receivership, reorganization, dissolution or winding up of the Developer or for the composition or readjustment of the Developer's debts, or any similar insolvency procedure in relation to the Developer, or for the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrator or similar official for the Developer or for any part of the Developer's Property;

(C) not to suspend its performance (including in connection with any insolvency or bankruptcy proceeding in relation to Developer) under the Comprehensive Agreement, unless the grounds for suspension of performance arose during the Step-in Period and the Step-in Entity is not using commercially reasonable efforts (including, without limitation, implementation of any remedial program) to remedy such grounds for suspension (or such suspension is stayed or is otherwise addressed in connection with any such insolvency or bankruptcy proceeding in relation to Developer); and

(D) subject to any surety's subrogation rights under Law, to continue to make payments required to be made to Developer under the Comprehensive Agreement to the Proceeds Account, unless otherwise directed by the Collateral Agent pursuant to Section 4.02(b)(ii)(B).

(ii) the LA DOTD will owe its obligations under the Comprehensive Agreement and this Agreement to the Developer and such Step-in Entity jointly; provided, however, that:

(A) subject to Section 4.02(b)(ii)(B), the performance of such obligations by the LA DOTD in favor of either such Step-in Entity or the Developer will be a good and effective discharge of such obligations under this Agreement and the Comprehensive Agreement; and

(B) the Collateral Agent will be entitled at any time by notice in writing to the LA DOTD to direct (such direction being binding on the Collateral Agent, the LA DOTD and the Developer) that, at all times thereafter while such Step-in Entity is deemed to be a party to the Comprehensive Agreement and this Agreement and subject to any further notice from the Collateral Agent, such Step-in Entity will be solely entitled to make any decisions, to give any directions, approvals or consents, to receive any payments or otherwise to deal with the LA DOTD under the Comprehensive Agreement and this Agreement.

(c) The Developer will not be relieved from any of its obligations under the Comprehensive Agreement, whether arising before or after the Step-in Date, by reason of the Step-in Entity becoming a party to the Comprehensive Agreement pursuant to a Step-in Entity Accession Agreement, except to the extent provided in Section 3.02.

Section 4.03 Step-Out

(a) A Step-in Entity may, at any time, by giving not less than 30 Days' prior written notice ("Step-out Notice") to the LA DOTD, terminate its obligations to the LA DOTD under the Comprehensive Agreement and this Agreement, whereupon the Step-in Entity will, upon the expiration of such notice, no longer be deemed to be a party to the Comprehensive Agreement and this Agreement and, except as provided in Section 4.03(b), will be released from all obligations under the Comprehensive Agreement and this Agreement. The obligations of the LA DOTD to the Step-in Entity in such capacity under the Comprehensive Agreement and this Agreement will also terminate upon the expiration of such notice.

(b) Nothing in this Section 4.03 will have the effect of releasing the Step-in Entity from any liability that relates to the performance or non-performance of the Comprehensive Agreement or this Agreement by the Developer or the Step-in Entity during the Step-in Period.

ARTICLE 5.

SUBSTITUTION PROPOSALS

Section 5.01 Notice of Proposed Substitute

To the extent that the Collateral Agent or the Lenders at any time propose to require the Developer to assign its rights and obligations under the Comprehensive Agreement and/or this Agreement to a Person ("Substitute") designated by the Collateral Agent or the Lenders (whether by mutual agreement or enforcement of rights under the Initial Project Financing Agreements), the effectiveness of such assignment will be conditional upon:

(a) the Collateral Agent issuing a notice ("Substitution Notice") to the LA DOTD requesting the LA DOTD's prior approval of the proposed Substitute;

(b) the LA DOTD approving the identity of the proposed Substitute pursuant to Section 5.02;
and

(c) the proposed Substitute executing a Substitute Accession Agreement in accordance with Section 6.01.

Section 5.02 Grounds for Refusing Approval

The LA DOTD will only be entitled to withhold its approval to any proposed Substitute that is the subject of a Substitution Notice if:

(a) in the LA DOTD's reasonable opinion, the proposed Substitute is not a Qualified Substitute Developer; or

(b) subject to Section 6.04, there are outstanding breaches of the Comprehensive Agreement that: (i) have been previously notified by the LA DOTD to the Collateral Agent and (ii) have not, to the reasonable satisfaction of the LA DOTD, been remedied or waived prior to the date of the Substitution Notice, unless the LA DOTD has approved (such approval not to be unreasonably withheld, conditioned or delayed) a plan specifying (A) the remedial action that the Substitute will be required to take after the Substitution Effective Date in order to remedy each such breach and (B) with respect to any such breaches that by their nature are incapable of being cured, the action that the Substitute will be required to take after the Substitution Effective Date in order to prevent such breach from occurring in the future.

Section 5.03 Provision of Information

The Collateral Agent will, as soon as practicable, provide to the LA DOTD such information in relation to the proposed Substitute and any Person who, it is proposed, will enter into a material subcontract with the proposed Substitute in relation to the Project, as the LA DOTD will reasonably require to enable it to reasonably determine whether the proposed Substitute is a Qualified Substitute Developer, including:

(a) the name and address of the proposed Substitute;

(b) unless such proposed Substitute is a publicly-traded entity, the names of the proposed Substitute's shareholders or members and the share capital or partnership or membership interests, as the case may be, held by each of them;

(c) the manner in which it is proposed to finance the proposed Substitute and the extent to which such financing is committed (to the extent relevant);

(d) copies of the proposed Substitute's most recent financial statements (and if available, such financial statements will be for the last three financial years and audited), or in the case of a special purpose company, its opening balance sheet;

(e) a copy of the proposed Substitute's organizational documents;

(f) details of the resources available to the proposed Substitute and the proposed Substitute's appropriate qualifications, experience and technical competence available to the proposed Substitute to enable it to perform the obligations of the Developer under the Comprehensive Agreement; and

(g) the names of the proposed Substitute's directors and any key personnel who will have responsibility for the day-to-day management of its participation in the Project.

ARTICLE 6.

SUBSTITUTION

Section 6.01 Substitution Effective Date

If the LA DOTD approves the identity of a proposed Substitute pursuant to ARTICLE 5, the Substitute will execute a duly completed Substitute Accession Agreement, substantially in the form set out in Annex 2 to this Agreement, and submits it to the LA DOTD (with a copy of it to the other parties to this Agreement). Such assignment will become effective on and from the date on which the LA DOTD countersigns the Substitute Accession Agreement (the “Substitution Effective Date”).

Section 6.02 Effectiveness of Substitution

On and from the Substitution Effective Date:

(a) such Substitute will become a party to the Comprehensive Agreement and this Agreement in place of the Developer who will be immediately released from its obligations arising under, and cease to be a party to, the Comprehensive Agreement and this Agreement from that Substitution Effective Date;

(b) such Substitute will exercise and enjoy the rights and perform the obligations of the Developer under the Comprehensive Agreement and this Agreement, and

(c) the LA DOTD will owe its obligations (including, without limitation, any undischarged liability in respect of any loss or damage suffered or incurred by the Developer prior to the Substitution Effective Date) under the Comprehensive Agreement and this Agreement to such Substitute in place of the Developer and any Step-in Entity.

Section 6.03 Facilitation of Transfer

The LA DOTD will use its reasonable efforts to facilitate the transfer to the Substitute of the Developer’s obligations under the Comprehensive Agreement and this Agreement.

Section 6.04 Settlement of Outstanding Financial Liabilities

(a) The Substitute will pay to the LA DOTD within 30 Days after the Substitution Effective Date any amount due from the Developer to the LA DOTD under the Comprehensive Agreement and this Agreement as of the Substitution Effective Date (as notified by the LA DOTD to the Substitute reasonably in advance of such Substitution Effective Date).

(b) If the Substitute fails to satisfy its obligations pursuant to Section 6.04(a), the LA DOTD will be entitled to exercise its rights under the Comprehensive Agreement in respect of the amount so due and unpaid, and the Developer and Substitute will be jointly and severally liable to the LA DOTD for such unsatisfied obligations.

Section 6.05 Consequences of Substitution

On and from the Substitution Effective Date:

(a) subject to Section 6.04, any right of termination or any other right suspended by virtue of Section 3.01 will be of no further effect and the LA DOTD will not be entitled to terminate the

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Comprehensive Agreement and this Agreement by virtue of any act, omission or circumstance that occurred prior to such Substitution Effective Date;

(b) if any Step-in Entity is a party to or has any obligations under the Comprehensive Agreement and this Agreement on the Substitution Effective Date, such Step-in Entity will cease to be a party thereto and hereto and will be discharged from all obligations thereunder and hereunder; and

(c) the LA DOTD will enter into an equivalent direct agreement on substantially the same terms as this Agreement, save that the Developer will be replaced as a party by the Substitute.

ARTICLE 7.

REINSTATEMENT OF REMEDIES

If a LA DOTD Notice has been given, the grounds for that notice are continuing and have not been remedied or waived by the LA DOTD and:

(a) no Step-in Entity or Substitute becomes a party to the Comprehensive Agreement and this Agreement before the Cure Period Completion Date relating thereto; or

(b) a Step-in Entity becomes a party to the Comprehensive Agreement and this Agreement, but the Step-in Period relating to such Step-in Entity ends without a Substitute becoming a party thereto and hereto,

then, on and from the Cure Period Completion Date or the date such Step-in Period expires, the LA DOTD will be entitled to:

(i) act upon any and all grounds for termination available to it in relation to the Comprehensive Agreement in respect of Developer Defaults under the Comprehensive Agreement that have not been remedied or waived by the LA DOTD;

(ii) pursue any and all claims and exercise any and all remedies against the Developer; and

(iii) if and to the extent that it is then entitled to do so under the Comprehensive Agreement, take or support any action of the type referred to in Section 3.01(b).

ARTICLE 8.

IMPACT OF BANKRUPTCY OR INSOLVENCY PROCEEDINGS

Section 8.01 Rejection of the Comprehensive Agreement

(a) If the Comprehensive Agreement is rejected by a trustee or debtor-in-possession in, or terminated as a result of, any bankruptcy or insolvency proceeding involving the Developer and, within 150 days after such rejection or termination, the Collateral Agent requests and certifies in writing to the LA DOTD that the Collateral Agent or the Collateral Agent's permitted designee or assignee, including a Qualified Substitute Developer, intends to perform the obligations of the Developer as and to the extent required under the Comprehensive Agreement, then the LA DOTD will execute and deliver to the Collateral Agent (or any Substitute satisfying the requirements of this Agreement if directed to do so by the Collateral Agent) a new comprehensive agreement. The new comprehensive agreement will contain conditions, agreements, terms, provisions and limitations which are the same as those of the

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Comprehensive Agreement, except for any obligations that have been fulfilled by the Developer, and any party acting on behalf of or stepping-in for the Developer or the Collateral Agent prior to such rejection or termination. References in this Agreement to the “Comprehensive Agreement” will be deemed also to refer to any such new comprehensive agreement.

(b) The effectiveness of any new comprehensive agreement referred to in Section 8.01(a) will be conditional upon the Collateral Agent first reimbursing the LA DOTD in respect of its Allocable Costs incurred in connection with the execution and delivery of such new comprehensive agreement.

Section 8.02 Extension of Cure Period Completion Date and Initial Period

If the Collateral Agent is:

(a) prohibited by any court order, bankruptcy or insolvency proceedings from (i) remedying the Developer Default that is the subject of a LA DOTD Notice; (ii) appointing a Substitute (or such Substitute is prevented from performing any of the Developer’s rights or obligations under the Contract Documents or under any Project Financing Agreement); or (iii) from commencing or prosecuting foreclosure proceedings; or

(b) pursues with good faith, diligence and continuity lawful processes and steps to obtain the appointment of a court receiver for the Project and possession, custody and control of the Project, but despite such efforts the Collateral Agent is unable to obtain such possession, custody and control of the Project;

then each of the relevant Cure Period Completion Date and Initial Period will be extended by a period of time equal to: (i) the shorter of the period of such prohibition or (ii) 180 Days.

ARTICLE 9.

TERMINATION OF THIS AGREEMENT

This Agreement will remain in effect until the earliest to occur of:

(a) the Discharge Date;

(b) the time at which all of the parties’ respective obligations and liabilities under the Comprehensive Agreement and this Agreement have expired (and have not been reinstated to the extent provided in Section 8.01 of this Agreement) or have been satisfied in accordance with the terms of the Comprehensive Agreement and this Agreement; or

(c) any assignment to a Substitute has occurred under ARTICLE 6 and the LA DOTD has entered into an equivalent direct agreement on substantially the same terms as this Agreement, save that the Developer has been replaced as a party by the Substitute.

ARTICLE 10.

INTENTIONALLY DELETED

ARTICLE 11.

GENERAL PROVISIONS

Section 11.01 Representations and Warranties

(a) The undersigned signatory for the Collateral Agent hereby represents and warrants that he or she is an officer of the Collateral Agent and that he or she has full and complete authority to enter into this Agreement on behalf of the Collateral Agent.

(b) The Collateral Agent hereby represents and warrants that the Collateral Agent has full power, right and authority to execute and perform each and all of its obligations under this Agreement. These representations and warranties are made for the purpose of inducing the LA DOTD and the Developer to enter into this Agreement.

(c) The Collateral Agent represents and warrants that this Agreement has been duly authorized, executed and delivered by the Collateral Agent and constitutes a valid and legally binding obligation of the Collateral Agent, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(d) The undersigned signatory for the Developer hereby represents and warrants that he or she is an officer of the Developer and that he or she has full and complete authority to enter into this Agreement on behalf of the Developer.

(e) The Developer hereby represents and warrants that the Developer has full power, right and authority to execute and perform each and all of its obligations under this Agreement and the Comprehensive Agreement. These representations and warranties are made for the purpose of inducing the LA DOTD and the Collateral Agent to enter into this Agreement.

(f) The Developer represents and warrants that each of this Agreement and the Comprehensive Agreement has been duly authorized, executed and delivered by the Developer and constitutes a valid and legally binding obligation of the Developer, enforceable against it in accordance with the terms hereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(g) The Developer represents and warrants that there is no Developer Default or, to the best of its knowledge, no LA DOTD Default, there exists no event or condition that would, with the giving of notice or passage of time or both, constitute such a Developer Default or, to the best of its knowledge, a LA DOTD Default, and no such Developer Default or, to the best of its knowledge, LA DOTD Default has occurred prior to the date hereof.

(h) The undersigned signatory for the LA DOTD hereby represents and warrants that he or she is an authorized official of the LA DOTD and has full and complete authority to enter into this Agreement on behalf of the LA DOTD.

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(i) The LA DOTD has full power, right and authority to execute and perform each and all of its obligations under this Agreement and the Comprehensive Agreement. These representations and warranties are made for the purpose of inducing the Collateral Agent to enter into this Agreement.

(j) The LA DOTD represents and warrants that each of this Agreement and the Comprehensive Agreement has been duly authorized, executed and delivered by the LA DOTD and constitutes a valid and legally binding obligation of the LA DOTD, enforceable against the LA DOTD in accordance with the terms hereof and thereof, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and to general principles of equity.

(k) The LA DOTD represents and warrants that there is no LA DOTD Default or, to the best of its knowledge, no Developer Default, there exists no event or condition that would, with the giving of notice or passage of time or both, constitute such a LA DOTD Default or, to the best of its knowledge, a Developer Default, and no such LA DOTD Default or, to the best of its knowledge, Developer Default has occurred prior to the date hereof.

Section 11.02 Public Information and Confidentiality

The LA DOTD and the Collateral Agent will, for each other's benefit, comply with the requirements of Section 17.02 of the Comprehensive Agreement as if any reference to the Developer therein was a reference to the Collateral Agent.

Section 11.03 Amendments and Waivers

(a) No amendment of this Agreement, and no waiver of any term, covenant or condition of this Agreement, will be effective unless in writing and signed by the parties to this Agreement.

(b) The exercise by a party of any right or remedy provided under this Agreement or law will not waive or preclude any other or further exercise thereof or the exercise of any other right or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law and may be exercised by the Collateral Agent or the Lenders and any permitted designee, transferee or assignee thereof from time to time. No waiver by any party of any right or remedy under this Agreement or law will be deemed to be a waiver of any other or subsequent right or remedy under this Agreement or law. The consent by one party to any act by the other party requiring such consent will not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

Section 11.04 Non-collusion

(a) The Collateral Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Collateral Agent, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from making of this Agreement.

(b) For breach or violation of this warranty, the LA DOTD will have the right to terminate this Agreement without liability.

Section 11.05 Disputes

(a) In the event of any dispute between the LA DOTD and the Collateral Agent under this Agreement, the parties will resolve the dispute according to the dispute resolution procedures set forth in the Comprehensive Agreement, with the Collateral Agent having the same rights and obligations of the Developer under the disputes resolution procedures set forth in Article 20 of the Comprehensive Agreement.

(b) Nothing in Section 11.05(a) affects the Collateral Agent's rights and remedies against the Developer and the Developer's Interest under the Initial Project Financing Agreements and Financing Assignments or the procedures available to the Collateral Agent under law to exercise its security interests thereunder.

Section 11.06 Successors and Assigns

(a) No party to this Agreement may assign or transfer any part of its rights or obligations hereunder without the prior written consent of the other parties; provided, however, that the Collateral Agent may assign or transfer its rights and obligations hereunder to a successor Collateral Agent in accordance with the Initial Project Financing Agreements and the LA DOTD may transfer its rights or obligations hereunder in accordance with and subject to the terms and conditions set forth in Section 24.01 of the Comprehensive Agreement. In connection with any such assignment or transfer, the LA DOTD agrees to enter into a new direct agreement with the successor Collateral Agent on terms that are substantially the same as those of this Agreement.

(b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 11.07 Severability

In the event any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 11.08 Prior Contracts Superseded

This Agreement constitutes the sole agreement of the parties hereto with respect to the subject matter set forth herein and supersedes any prior understandings or written or oral contracts between the parties respecting such subject matter.

Section 11.09 Notices and Communications

(a) Whenever under the provisions of this Agreement it will be necessary or desirable for one party to serve any approval, notice, request, demand, report or other communication on another party, the same will be in writing and will not be effective for any purpose unless and until actually received by the addressee or unless served (i) personally, (ii) by independent, reputable, overnight commercial courier, (iii) by facsimile transmission or email communication immediately followed by service of the original of the subject item in another manner permitted herein or (iv) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

Louisiana Department of Transportation and Development

If to the LA DOTD:

Nicholas J. Olivier, P.E.
Project Management Administrator
Louisiana Department of Transportation and Development
P.O. Box 94245
Baton Rouge, LA 70804-9245
Nicholas.Olivier@LA.GOV

With copies to:

Joshua G. Hollins, Esq.
Executive Counsel
Office of the Secretary
Louisiana Department of Transportation and Development
1201 Capitol Access Road
Baton Rouge, LA 70802
Joshua.Hollins@LA.GOV

If to the Developer:

Plenary Infrastructure Belle Chasse LLC
100 N Tampa St.
Suite 2840
Tampa, Florida 33602
Attention: Mike Schutt

Copy to:

400 Burrard Street
Suite 2000
Vancouver, British Columbia V6C 3A6
Canada
Telephone: 604-638-3905
Email: notices@plenarygroup.com

If to the Collateral Agent:

U.S. Bank National Association
633 West 5th Street, 24th Floor
Los Angeles, California 90071
Attention: Corporate Trust/Plenary Infrastructure Belle Chasse
Telephone: 213-615-6002
Email: Ashraf.almurdaah@usbank.com

(b) Any party may, from time to time, by notice in writing served upon the other parties as aforesaid, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally will be deemed delivered upon receipt, if served by mail or independent courier will be deemed delivered on the date of

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receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier, and if served by facsimile or email transmission will be deemed delivered on the date of receipt as shown on the received facsimile or email (provided that the original is thereafter delivered as aforesaid).

Section 11.10 Effect of Breach

Without prejudice to any rights a party may otherwise have, a breach of this Agreement will not of itself give rise to a right to terminate the Comprehensive Agreement.

Section 11.11 Counterparts

This instrument may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 11.12 No Third-Party Beneficiaries

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to this Agreement.

Section 11.13 No Partnership

Nothing contained in this Agreement will be deemed to constitute a partnership between the parties hereto. None of the parties will hold itself out contrary to the terms of this Section 11.13.

Section 11.14 No Interference

The Developer joins in this Agreement to acknowledge and consent to the arrangements set out and agrees not to knowingly do or omit to do anything that may prevent any party from enforcing its rights under this Agreement.

Section 11.15 Collateral Agent

(a) Notwithstanding anything to the contrary in this Agreement, but subject to ARTICLE 4 (solely to the extent the Collateral Agent or any of its Affiliates is the Step-in Entity) and Section 11.01, neither the Collateral Agent nor any Lender will have any liability to the LA DOTD under this Agreement, unless the Collateral Agent or such Lender expressly assumes such liability in writing.

(b) The LA DOTD acknowledges and agrees that the Collateral Agent will not be obligated or required to perform any of Developer's obligations under the Comprehensive Agreement, except during any Step-in Period (solely to the extent the Collateral Agent or any of its Affiliates is the Step-in Entity).

(c) The LA DOTD acknowledges and agrees that no Lender shall be obligated or required to perform any of Developer's obligations under the Comprehensive Agreement, except during any Step-in Period (solely to the extent the relevant Lender or any of its Affiliates is the Step-in Entity).

Section 11.16 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana applicable to contracts executed and to be performed within the State.

Section 11.17 Capacity of the Collateral Agent

Notwithstanding anything to the contrary contained herein, the Collateral Agent is acting hereunder, not in its individual capacity but solely as collateral agent, on behalf of the Lenders. The Collateral Agent shall not be required to take any action whatsoever hereunder unless and until it is specifically directed to do so in writing as specified in the Initial Project Financing Agreements. The Collateral Agent shall not be liable for acting in accordance with such directions or for failing to act if it does receive any such written directions. Under no circumstances (other than if the Collateral Agent is the Step-In Entity as provided in Article 4 or in respect of gross negligence or willful misconduct of the Collateral Agent) shall the Collateral Agent be liable for any and all claims, liabilities, obligations, losses, damages, penalties, costs, and expenses that may be imposed on, incurred by, or asserted against the Collateral Agent at any time or in any way relating to or arising out of the execution, delivery and performance of this Direct Agreement by the Collateral Agent. Under no circumstances shall the Collateral Agent be liable for any indirect, special, consequential or punitive damages arising out of the execution, delivery or performance of this Direct Agreement or for any action it takes pursuant to the authority or directions given under the Initial Project Financing Agreements. For the avoidance of doubt, under no circumstances shall the Collateral Agent be required to perform any activity related to the development, design, construction, operation or maintenance of the Project including, without limitation, directing or supervising any portion of the construction of the Project. Nothing contained herein shall require the Collateral Agent to advance or risk its own funds.

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IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first written above.

**LOUISIANA DEPARTMENT OF
TRANSPORTATION AND DEVELOPMENT,**
an agency of the State of Louisiana

By: _____
Name: Shawn Wilson
Title: Secretary of the Louisiana
Department of Transportation and
Development

Witnessed By: _____
Name:

Witnessed By: _____
Name:

Louisiana Department of Transportation and Development

**PLENARY INFRASTRUCTURE BELLE
CHASSE LLC, as Developer**

By: _____

Name: Brian Budden

Title: President

Witnessed By: _____


Name:


Witnessed By: _____

Name: _____

Louisiana Department of Transportation and Development

PLENARY INFRASTRUCTURE BELLE
CHASSE LLC, as Developer

By: 
Name: Mike Schutt
Title: Vice President

Witnessed By: 
Name: Alex Barrett

Witnessed By: 
Name: Drew Gilligan

Louisiana Department of Transportation and Development

**PLENARY INFRASTRUCTURE BELLE
CHASSE LLC, as Developer**

By: _____
Name: Mike Schutt
Title: Vice President

Witnessed By: _____
Name:

Witnessed By: _____
Name:

Louisiana Department of Transportation and Development

**U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent**

By: _____
Name:
Title:

Witnessed By: _____
Name:

Witnessed By: _____
Name:

ANNEX 1

FORM OF STEP-IN ENTITY ACCESSION AGREEMENT

[Date]

To: [●]
Louisiana Department of Transportation and Development
1201 Capitol Access Road
PO Box 94245
Baton Rouge, LA 70804-9245

Copied to: [●]

[Lenders and other parties to Finance Documents to be listed]

[insert address]

For the attention of: [●]

From: [Step-in Entity]

BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT
PUBLIC-PRIVATE PARTNERSHIP PROJECT

STEP-IN ENTITY ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Comprehensive Agreement, dated as of December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Comprehensive Agreement”), between the Louisiana Department of Transportation and Development (“LA DOTD”) and Plenary Infrastructure Belle Chasse LLC (“Developer”) and the Direct Agreement, dated as of December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Direct Agreement”), among the LA DOTD, the Developer and U.S. Bank National Association, as Collateral Agent.

Terms not otherwise defined herein will have the same meaning given to them in the Direct Agreement.

1. We, [entity name and entity type and state of formation], hereby confirm that we are a Step-in Entity pursuant to Article 4 of the Direct Agreement.
2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Comprehensive Agreement and the Direct Agreement, and we will assume all rights, duties, and obligations of the Developer under the Comprehensive Agreement and the Direct Agreement in accordance with the terms and conditions of the Direct Agreement.

Louisiana Department of Transportation and Development

3. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[contact details of Step-in Entity]

The terms set forth herein are hereby agreed to:

[Step-in Entity]

By: _____
Name: [●]
Title: [●]

ANNEX 2

FORM OF SUBSTITUTE ACCESSION AGREEMENT

[Date]

To: [●]
Louisiana Department of Transportation and Development
1201 Capitol Access Road
PO Box 94245
Baton Rouge, LA 70804-9245

Copied to: [●]

From: [Substitute]

**BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT
PUBLIC-PRIVATE PARTNERSHIP PROJECT**

SUBSTITUTE ACCESSION AGREEMENT

Ladies and Gentlemen:

Reference is made to the Comprehensive Agreement, dated as of December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Comprehensive Agreement”), between the Louisiana Department of Transportation and Development (“LA DOTD”) and Plenary Infrastructure Belle Chasse LLC (“Developer”) and the Direct Agreement, dated as of October December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Direct Agreement”), among the LA DOTD, the Developer and U.S. Bank National Association, as Collateral Agent.

Terms defined not otherwise defined herein will have the same meaning given to them in the Direct Agreement.

1. We hereby confirm that we are a Substitute pursuant to Article 6 of the Direct Agreement.
2. We acknowledge and agree that, upon and by reason of our execution of this Substitute Accession Agreement, we will become a party to the Comprehensive Agreement and the Direct Agreement as a Substitute and, accordingly, will have the rights and powers and assume the obligations of the Developer under the Comprehensive Agreement and the Direct Agreement in accordance with the terms of the Direct Agreement.
3. Our address, fax and telephone number and address for electronic mail for the purpose of receiving notices are as follows:

[contact details of Substitute]

Louisiana Department of Transportation and Development

4. The terms set forth herein are hereby agreed to:

[Substitute]

By: _____
Name:
Title:

Agreed for and on behalf of:
Louisiana Department of Transportation and Development

By: _____
Name:
Title:

EXHIBIT G

DEVELOPER COMPENSATION PAYMENT TERMS

1. Payment of Public Funds Amount

1.1 Pursuant to Section 7.07 of the Agreement, the LA DOTD will pay to the Developer the Public Funds Amount. The Public Funds Amount will be paid to the Developer in monthly payments in accordance with this Exhibit G in amounts not to exceed the cumulative amounts set forth in Column (D) of Form FP-6, included at Attachment 1 to this Exhibit G. The Public Funds Amount is subject to adjustment pursuant to Change Orders.

1.2 The LA DOTD will make payments requested by the Developer on a monthly basis in accordance with this Exhibit G. Issuance of the Notice to Proceed will be a condition precedent to the Developer being eligible to request and receive payment of the Public Funds Amount under the Agreement.

2. Price Center Concept

2.1 The Price Center (PC) concept will be used for all pricing. The price for each PC will be reflected as a Price Center Value (PCV) on Form FP-10. The sum of all of the PCVs will be the Design-Build Price.

2.2 The pricing concepts are summarized as follows:

- (i) The Project is divided into Sections (*see* Forms FP-8 and FP-10);
- (ii) Price Centers are identified and defined for Project-wide activities in PC 1 and construction activities within the Sections and subsequent PCs;
- (iii) Price Center Values are assigned to each PC and to designated activities within each PC by the Developer, with the approval of the LA DOTD, in its sole discretion;
- (iv) Progress Check Points (PCP) designated by the Developer are identified and defined for each of the PCs, with the approval of the LA DOTD;
- (v) The date when achievement of the PCPs is planned is identified and shown on Form FP-9, to be approved by the LA DOTD; and
- (vi) The sum total of all the Price Center Values must equal the Design-Build Price.

3. Price Centers

3.1 General Requirements for Defining Sections and Price Centers

- (i) Form FP-8 shows the titles and limits of Sections and PCs as agreed to by the Developer and the LA DOTD. The Developer may only adjust the PC titles, contents, and limits subject to the requirements noted below, but must designate Sections and PCs of a similar magnitude and nature to those shown on Form FP-8. Any adjustments to the PC titles, contents, and limits are subject to approval by the LA DOTD, in its sole discretion.
- (ii) The Developer will divide the Project into PCs each representing one or more groups of inter-related Work forming part of the Project. The Developer will use the following indicators to create the Sections and PCs.
 - a. Use Section “A” for Project-wide Price Centers, including Price Center 1 for Project-wide requirements, including activities shown in Form FP-7 PC1. Price Center 1 is reserved for Section “A” for the activities described above.
 - b. Use Sections “B,” “C,” and so on for construction Sections and construction PCs. Price Center numbering for Sections subsequent to Section “A” must always begin with PC2. For example, Section “B” will begin with PC2, as will Sections “C” and beyond. Thus, there will be only one PCs 1 for the Project. However, there may be multiple PCs 2 and above for the Project. For clarity, each PC 2 and above must be identified by Section and PC number (i.e., Price Center B-2 for Section “B,” PC2, and so on);
 - c. Each construction PC must represent a series of Work activities comprising a complete Project component when constructed; and
 - d. Each Price Center must have two or more Progress Check Points.
- (iii) For all PCs except PC 1 (Form FP-7 PC1), the Developer will provide a description identifying the scope of Work for each PC in bulleted or narrative form on Form PCD. The Developer will include a list of the key components shown on Form FP-10 in each PC description. The Developer will describe all the Work encompassed within each PC and clearly cross reference items of a similar nature that are included in other PCs.

3.2 Mobilization

Mobilization will be an activity in PC1. Mobilization will not exceed six percent of the Design-Build Price.

3.3 Material Delivered to the Site

If the Developer plans to include the cost material delivered to the site within a PC, the Developer must show delivery of the material as an activity of the associated Price Center(s).

3.4 Specific Rules for Price Centers

(i) Price Center 1

The Developer may add Project-wide activities to Form FP-, but must not delete any of the activities shown on Form FP-7.

(ii) Other Price Centers

- a. Unless agreed to by the LA DOTD, Price Centers must not contain more than one Critical Path; and
- b. The Developer may place significant portions of the Work that will be completed by separate Contractors and/or represent significant differences in crafts and/or trades, such as utility relocations, in separate PCs.

4. Progress Check Point Descriptions and Schedule of Progress Check Points

4.1 The Developer will establish and describe PCPs that define significant events and/or reflect certain or significant accomplishments towards the completion of Work within each PC that can be readily identified without resorting to measurement of quantities. A PCP is a defined step towards the completion of Work within a PC identified in the Form FP-9. Progress Check Points were defined by the Developer in its Proposal and were approved by the LA DOTD with acceptance of that Developer's Proposal. Any changes to the PCPs after submission of the Developer's Proposal are subject to the approval of the LA DOTD, in its sole discretion. The Developer will not alter PCPs or Form FP-9 without the approval of the LA DOTD.

4.2 For each PC, the Developer will identify and list the PCPs that are reflective of the Project Baseline Schedule. For each PCP identified, the Developer will provide a detailed description of the Work to be accomplished using Form FP-9.

4.3 The Developer will show its designated Progress Check Points and LA DOTD-designated Progress Check Points, if any, on Form FP-9.

4.4 The Developer will develop a numbering system for PCPs that readily ties each PCP to its specific PC. The Developer will number PCPs within the same PC sequentially over time.

Louisiana Department of Transportation and Development

4.5 If the Developer plans to request payment for material, products, or components delivered to the Site, it must provide for each PC a specific description of the material, products, or components, including estimated quantities of each. Material, products, or components of a similar type, such as different sizes of culvert, may be combined in a single PCP for a given PC. The Developer will list similar Material within separate PCs separately for each PC.

4.6 The Developer will complete Form FP-9 by selecting events which represent the completion of significant activities, including delivery of material, products, or components to the Site, to be undertaken by the Developer and that are in accordance with the proposed methods and sequence of design and construction.

4.7 The Developer will not describe Progress Check Points in terms of “percent complete.”

4.8 The Developer will enter the scheduled month of completion for each PCP in each PC in the column provided. The Developer will express the months in terms of months after NTP.

4.9 Individual Progress Check Points must meet the following requirements:

- (i) There must be Progress Check Points at the start and completion of Work in a Price Center;
- (ii) If the duration of the Work on a PC exceeds six months, the Developer will identify and describe additional interim PCPs so that PCPs are not more than three months apart;
- (iii) Progress Check Points must signify the completion of elements of the Work that can be readily identified as being completed without resorting to conventional measurement of quantities;
- (iv) The Developer will relate Progress Check Points to activities on the Critical Path, where practicable;
- (v) There must be no further periodic payments for a Price Center after achieving the last PCP in a Price Center;
- (vi) For PC1, PCPs for each activity must be shown in accordance with due dates established by the LA DOTD when such dates are specified in the Contract Documents. Otherwise, the PCP dates must be as designated by the Developer on Form FP-9 for each of the following:
 - a. Mobilization must be paid such that 100% of the mobilization costs, not to exceed six percent of the Design-Build Price, must be

paid out by the time that 50% of the Design-Build Price has been paid on the Project;

- b. Submittal (or resubmittal) of and issuance of the LA DOTD's written approval (if specified) for the Project Management Plan and other plans to be submitted;
- c. Provision of the following:
 - 1. Facilities and equipment for the LA DOTD; and
 - 2. the Developer's temporary facilities;
 - d. Removal of temporary and Developer provided facilities and site cleanup, landscaping, and restoration; and
 - e. Periodic audits and updates of the Quality Plan and Safety Plan.

For PC 1, PCPs must be at three month intervals covering all activities not covered in this Section 4.9(vi);

- (vii) The Developer will show the month each Progress Check Point is to be completed on Form FP-9;
- (viii) For PCPs relating to payment for material delivered to the Site, the Developer will indicate the planned month of delivery of the materials as described on Form FP-9;
- (ix) The Developer will include any LA DOTD-designated PCPs on Form FP-9.

5. Revisions to Pricing

5.1 Revisions to Price Centers

- (i) Where new PCs are required, the Developer will revise and submit Forms FP-8 through FP-10 to the LA DOTD for written approval.
- (ii) Where revisions to existing PCs are required, the Developer will revise and submit the following to the LA DOTD for written approval:
 - a. Any changes to Form FP-7; and
 - b. The appropriate revised Price Center description on Form FP-8. Revisions to Form FP-10.

- (iii) The Developer will revise the affected PCVs on Forms FP-7 and FP-10 to incorporate any change to the Design-Build Price.
- (iv) The Developer will update the applicable forms, as appropriate, and submit them to the LA DOTD for written approval.

5.2 Adjustments to Form FP-9

In the event that revisions to Form FP-9 are required, which revisions are subject to the approval of the LA DOTD, in its sole discretion, the following procedures apply:

- (i) In the event that a PCP is not achieved, the LA DOTD will order the Developer to revise and submit the Project Baseline Schedule and Form FP-9 to update the following:
 - a. The date by which the non-achieved, changed, or added PCP(s) will be achieved; and
 - b. The schedule for any affected subsequent PCP which may not be achieved by the originally designated date;
- (ii) The Developer will revise Form FP-9 to show changes to affected PCPs;
- (iii) In the event of a revision of the Project Baseline Schedule, the Developer will revise dates of the affected PCPs;
- (iv) In the event of changes to Work, the Developer will make such changes, additions, or deletions to only those affected PCPs so identified in the ordered change;
- (v) In the event that a PCP is changed as result of a time extension granted under the Contract Documents, the Developer will change those dates affected by the time extension;
- (vi) In the event that a PCP is changed as a result of a suspension of Work order in accordance with the Contract Documents, the Developer will change those dates affected by the suspended Work; and
- (vii) In the event that the Developer's progress exceeds that shown on Form FP-9, and payment is made at an accelerated rate in accordance with this Exhibit G, the Developer will revise Form FP-9, as necessary.

6. Measurement and Determining Progress

6.1 General

- (i) Unless specified otherwise in the Contract Documents, there will be no measurement of quantities to determine payment due, except for any unit price items added by Change Order.
- (ii) The Developer will measure unit price items as specified in Section 6.8 and Section 9.3.
- (iii) For Change Orders paid on a force account basis, the Developer will substantiate progress with submittal of statements specified in Section 11.2.
- (iv) For Change Orders paid on a unit price basis, the Developer shall substantiate progress with submittal of invoice documents specified in Section 9.3.
- (v) For all Work paid on a lump sum basis, the achievement of Progress Check Points must be determined as set forth in Sections 6.2 through Section 6.7.

6.2 Price Center 1

- (i) Where a PCP requires the submittal of insurance certificates or similar documents, the PCP is met when the document has been delivered to the LA DOTD and content of the document is shown to meet the requirements of the Contract Documents and the LA DOTD notifies the Developer in writing of that determination.
- (ii) Where a PCP requires the submittal of a specified plan or similar document, the PCP is met when the plan has been submitted to the LA DOTD for approval, review and comment as specified in the Technical Provisions, as applicable, and the LA DOTD takes the specified action, relative to the plan or document.
- (iii) If design Submittals or documents are returned to the Developer without the LA DOTD's written acknowledgement, the Developer will not have met the PCP.
- (iv) Mobilization must be invoiced at the end of the period following submittal of a Project Baseline Schedule that the LA DOTD acknowledges in writing meets the requirements of the Contract Documents.

6.3 Engineering and Design Activities

- (i) The PCPs are met when the requirements for preconstruction engineering; design and design management; and design QC, including design reviews, have been achieved for the applicable design Submittal including the specified reports, the documentation and QC records, the certifications of the designer and the designer's QC manager, and the LA DOTD's written acknowledgement. In the case of design studies and/or reports, the PCP is met when the LA DOTD issues a written acknowledgement regarding the study or report.
- (ii) Progress will be determined on a cumulative percent complete basis consistent with the approved cost-loaded Project Baseline Schedule.

6.4 Maintenance of Traffic and Environmental Mitigation and Compliance Activities

- (i) The PCPs are met when specified plans, reports, and/or updates are submitted and the LA DOTD issues a written acknowledgement that they meet requirements of the Contract Documents.
- (ii) In addition, Progress Check Points for maintenance of traffic are met when maintenance of traffic measures meeting requirements of the Contract Documents are implemented and when planned traffic switches are made.

6.5 Hazardous and Contaminated Substances Remediation Activities

There will typically be no PCPs for Hazardous and Contaminated Substances Remediation, except for any specified investigations, reports, and plans.

6.6 Price Centers Associated with Construction

- (i) Whether the PCP is identified by the Developer in Form FP-9 as requiring the completion of an entire PC or partial completion of Work associated with a PC, the PCP is met only when all components within the PCP are constructed in accordance with requirements of the Contract Documents.
- (ii) The Developer must comply with the quality control requirements before the Progress Check Point is met.
- (iii) The Progress Check Point will not be considered met until temporary erosion control measures are in place.
- (iv) Progress Check Points will not be considered met until applicable environmental requirements have been met.

6.7 Change Order Unit Priced Work

In computing amounts in estimates or Work done under unit prices, all estimates, including the final, will be made for actual quantities of Work performed and material placed in accordance with the requirements of the Contract Documents, and the resulting quantities involved in the Work must be accepted as final, conclusive, and binding upon the Developer.

7. Changes to Design-Build Price and the Public Funds Amount

7.1 The Design-Build Price and the Public Funds Amount will be increased or decreased only by a Change Order issued in accordance with the Contract Documents.

7.2 The Developer will revise the PCVs, as necessary, on Forms FP-7 and FP-10 in accordance with the terms of a Change Order and submit the revisions to the LA DOTD for written Approval.

7.3 The LA DOTD may decide the applicable PC for the purpose of any revision in accordance with this Section 7.3 if and insofar as the same is not identified in the pricing documents, and will notify the Developer in writing upon making any such decision.

7.4 Notwithstanding this Section 7, the LA DOTD may decide not to include a sum payable to the Developer in a PCV, in which case the LA DOTD will notify the Developer of the decision and the Developer may apply for payment of the sum in accordance with Section 9.

7.5 The Developer will revise Form FP-6, as necessary, for any increases or decreases to the Public Funds Amount in accordance with the terms of a Change Order and submit the revisions to the LA DOTD for written Approval.

8. Contract Payments

8.1 Scope of Payment

The Developer will receive and accept compensation provided for in the Contract Documents as full payment for furnishing all material and for performing all Work under the Contract Documents in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof.

8.2 Payment Concept

- (i) Payment will be calculated using Form FP-6.
- (ii) The Developer will be paid monthly based on the percentages and amounts shown on Form FP-6.
- (iii) If the Work defined for a PCP in a PC is not completed by the date shown on Form FP-9, payment will be suspended at the previous month's level

for the affected PC(s) and the amount shown on Form FP-6 for the current month will be adjusted accordingly. Payments will be resumed in the affected PC upon meeting of the designated PCP.

- (iv) Requirements relating to requests for payment for the Work are set forth in Section 9.
- (v) Form FP-6 sets out the maximum accumulative percentage of the Public Funds Amount in relation to each month for which the Developer may apply for payment in accordance with this Section 8.2, subject to the achievement of relevant PCPs.
- (vi) No payment will be made for Work until its completion in accordance with the Contract Documents.
- (vii) No payment will be completed so long as any lawful or proper direction to the Developer by the LA DOTD concerning the Work has not been complied with.

9. Requests for Periodic Payment

9.1 General

- (i) The Developer will submit all requests for periodic payment to the LA DOTD with the monthly progress report in accordance with the Technical Provisions. The Developer will submit the request by the fifth day of each month (if a holiday, the next Business Day) or other mutually agreed date.
- (ii) The Developer's Project Manager, QA/QC Manager, and Design Manager must execute the certifications on Form RPP to be provided by the LA DOTD.
- (iii) The Developer will submit the Request for Periodic Payment using the format illustrated in Form RPP. The Developer will complete the Request for Periodic Payment in accordance with the instructions shown on Form RPP. The maximum cumulative payments at any point in time must not exceed the cumulative amounts set forth in Column (D) of Form FP-6, included at Attachment 1 to this Exhibit G.
- (iv) The Developer will complete and submit, as part of its Request for Periodic Payment, the certificate of achievement of PCPs on Form RPP, listing the PCPs the Developer considers to have been achieved in the previous month. The Developer's Project Manager and the Developer's QA/QC Manager must sign the draft certificate of achievement of PCPs. The Request for Periodic Payment will have no effect until countersigned by the LA DOTD.

9.2 Payment Requests with the Monthly Progress Report

- (i) Each application for periodic payment must contain the following:
 - a. The amount claimed to be payable using Form RPP;
 - b. Any other amount claimed to be payable or deducted pursuant to a determination of the LA DOTD, identifying the relevant determination; and
- (ii) A PCP certificate included on Form RPP indicating the PCPs the Developer considers to have been achieved during the preceding month and certifying compliance with Contract Documents. The certification must be signed by the Developer's Project Manager, Construction Quality Control Manager (CQCM), and Design Quality Control Manager. Change Order Unit Price Work
- (iii) For any unit price Work, the Developer will submit a summary table of quantities with the Request for Periodic Payment indicating location, item number and description, quantity, unit price, and total amount due for the period covered by the Request for Periodic Payment. The Developer will attach copies of quantity measurement notes or field book entries stamped and signed by a Louisiana-licensed Professional Engineer or surveyor assigned in the Developer's Construction Quality Management Plan (CQMP). The Developer's Project Manager and the CQCM must sign and date the summary table.
- (iv) The Developer shall measure quantities for any unit price Work pursuant to Section 6.7.

9.3 Equipment Used to Construct the Project

The LA DOTD will not pay for direct costs of equipment used to construct the Project. The Developer shall allocate costs for equipment, whether new, used, or rented, as part of the activities with which the equipment is associated.

9.4 Bond Premiums

The amount payable to the Developer for bond premiums must be a dollar-for-dollar pass through of the Developer's costs.

9.5 Accelerated Payment

Subject to the cumulative amounts set forth in Column (D) of Form FP-6, included at Attachment 1 to this Exhibit G, the Developer will be entitled to payment if a PCP is completed prior to the date shown on Form FP-9, provided all

PCPs preceding the aforementioned PCP on Form FP-9 for that PC have also been completed.

10. Review and Processing of Requests for Periodic Payment

10.1 General

- (i) Upon receipt of a Request for Periodic Payment, the LA DOTD will proceed in accordance with this Section 10. At the same time, the LA DOTD will countersign the certificate of PCPs achieved (Form RPP) for PCPs met.
- (ii) Any adjustments by the LA DOTD to a Request for Periodic Payment will be reasonable and in accordance with the Contract Documents.
- (iii) Upon resolution of any problems with any draft certificate of PCPs that resulted in an adjustment in the amount of a prior Request for Periodic Payment, or upon satisfaction of any conditions that were the basis for such an adjustment, the Developer may include the amount of the adjustment in the next Request for Periodic Payment.

10.2 Payment Limitations and Partial Suspension of Payments

- (i) The LA DOTD will not pay for construction Work, including Work being paid on a force account basis, unless the following conditions are met:
 - a. The Developer's design Submittals that have been released for construction pursuant to the Technical Provisions are on site for the Work being constructed;
 - b. The Developer's design Submittals have been checked and reviewed in accordance with the Technical Provisions and design documentation maintained in accordance with the Technical Provisions;
 - c. Construction Work has been inspected and sampling and testing conducted in accordance with the Technical Provisions;
 - d. Items covered by Non-Conformance Reports (NCR) issued by the LA DOTD, the Design QC Manager, or Construction QC Manager are corrected and/or resolved to the satisfaction of the LA DOTD; and
 - e. Construction documentation is completed and records and reports submitted and/or retained in accordance with the Technical Provisions.

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- (ii) If the Developer does not meet the PCP by the date indicated on FP-9, all payment on that PC in which the PCP appears will be suspended at the level of the previous month's payment until the date the PCP is met, at which time the payment will be brought up to the appropriate level through the next Request for Periodic Payment.
- (iii) As a condition precedent to consideration by the LA DOTD of any periodic payment for Work described in PC 1 for the preceding month, the monthly progress report completed in accordance with Technical Provisions must accompany each such application.
- (iv) As a condition precedent to consideration by the LA DOTD of any periodic payment for Work described in PC 1 for the preceding month, all certified payrolls of the Developer and all Contractors performing the Design-Build Work must be up to date and submitted to the LA DOTD.
- (v) The LA DOTD may suspend payment for PC 1 Work for any period if the Developer's performance of PC 1 continuing activities during the period result in any of the following:
 - a. Serious disruptions to necessary maintenance of traffic and access through the site;
 - b. Serious disruptions to the LA DOTD's access to the site or use of facilities provided for the LA DOTD's use;
 - c. Unacceptable safety performance as evidenced by the Design-Build Contractor's accident record;
 - d. Non-compliance with environmental requirements that leads to citations, fines, and/or other penalties by environmental authorities;
 - e. Serious disruptions to procedures and documentation required by the Quality Management Plan and/or specified in the Contract Documents;
 - f. Continued reports of blocked vehicular and/or pedestrian access to properties; or
 - g. Continued report of failure to comply with the requirements of the Technical Provisions.
- (vi) The LA DOTD may determine that the three month PCPs for PC 1 continuing activities have not been met and may suspend payment for PC 1 Work at the end of the three month period covered by the PCP if there is

a continuing history of non-compliance and failure to correct deficiencies noted in the LA DOTD's monthly assessment of the Developer's performance for PC 1 continuing activities listed in Section 6.2.

- (vii) No payment will be made under PCs or Change Orders being paid on a force account basis for the Design-Build Work necessitated to correct deficiencies noted on an NCR. The Developer will clearly delineate in its records and on the force account report personnel and equipment used on any corrective force account Work on such deficiencies.
- (viii) If the Developer fails to actively prosecute Work within a PC, the LA DOTD may suspend payment in that PC at the previous month's level or, as agreed between the Developer and the LA DOTD, adjust the payment to a level commensurate with actual progress made.

10.3 Certification for Periodic Payment

- (i) Within seven Calendar Days of receipt of a request in accordance with Section 9, the LA DOTD's Project Manager will issue to the LA DOTD, with a copy to the Developer, a periodic payment certificate showing the amount of any periodic payment the LA DOTD's Project Manager considers payable by the LA DOTD to the Developer.
- (ii) Such periodic payment certificate must be the sum of the following:
 - a. The amounts shown to be due by reference to Form FP-6; and
 - b. The amounts determined by the LA DOTD's Project Manager to be due in respect of the following: (1) Additional cost incurred and payable in accordance with the Contract Documents; and (2) Work executed pursuant to a force account Change Order; and
 - c. Any other amount or allowance to which the Developer is entitled under the Contract Documents, unless account has been or will be taken of such amount or allowance by way of a revision of a PCV under Section 5;

less:

1. Any retention monies as provided for in Section 10.6;
2. Any amounts certified for payment on certificates previously issued; and
3. Any amounts recoverable from the Developer in accordance with the Contract Documents, including any amount withheld for PC 1 because the Developer failed to provide the monthly progress report in the form and detail required in the Contract

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Documents or failed to provide a revised Project Baseline Schedule that the LA DOTD has approved.

- (iii) At the same time, the LA DOTD's Project Manager will countersign Form RPP to be based on the draft submitted by the Developer pursuant to Section 9, amended as necessary, certifying the PCPs the LA DOTD considers the Developer to have met. The LA DOTD will have power to omit from any such certificate the value of any Work with which the LA DOTD may, for the time being, be dissatisfied. The LA DOTD may by any certificate delete, correct, or modify any sum or statement of fact previously certified.

10.4 Payment by the Louisiana Department of Transportation and Development

Within 30 Days after receipt by the LA DOTD of an acceptable request for periodic payment (such acceptability as determined by the LA DOTD), the LA DOTD will pay the Developer the amount of the request approved for payment by the Department's Project Manager, less any applicable retention and less any amounts that the LA DOTD is otherwise entitled to withhold. In no event will the LA DOTD have any obligation to pay the Developer any amount in excess of the cumulative amounts set forth in Column (D) of Form FP-6, included at Attachment 1 to this Exhibit G.

10.5 Adjustment for Cost of Materials or Fuels

There will be no cost adjustment for any materials or fuels under the Contract Documents.

10.6 Retainage

If an election has been made to have retainage withheld from periodic payments due the Developer, the LA DOTD will deduct from the periodic payment an amount equal to five percent of the requested periodic payment.

11. Extra Work, Force Account Work and Record Keeping.

11.1 Agreed Prices

Agreed prices for new Work may be incorporated in the Change Order as the LA DOTD may deem them to be just and fair and beneficial to the state. These prices must be supported by a complete price analysis in the Change Order, or if approved by the LA DOTD, by reference to the weighted average bid or proposal prices for similar types and quantity of Work from other recent contracts. The price analysis will be based on an estimated breakdown of charges listed in Section 11.2 unless some other basis is approved by the LA DOTD. Agreed prices may be lump sum or unit price Work.

11.2 Change Order Force Account Charges

Where there are no applicable unit prices for additional Work approved by Change Order and agreed prices cannot be readily established or substantiated, the Developer will be paid on a force account basis. When force account is the method of payment, the Developer will be paid the direct cost of the Work as determined and documented in this Section 11.2. Jobsite and home office overhead indirect expenses, and profit for all parties will be considered fully compensated by a 15% mark-up on allowable direct cost items described in Section 11.2(i) through Section 11.2(iv), and the mark-up on direct cost for any Contractor of the Developer described in Section 11.2(v):

(i) Labor

- a. For labor and working foremen in direct charge of operations, the Developer will receive the wage rates agreed on in writing before beginning Work for each hour that said labor and foremen are engaged in such Work. Jobsite and home office supervisory personnel must not be included as direct labor.
- b. The Developer will receive the actual costs paid to, or on behalf of, workers for subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such amounts are required by collective bargaining agreement or other employment contract applicable to the classes of labor employed on the Work, but limited to a maximum daily rate for subsistence and travel allowances. This maximum must be agreed upon prior to the Developer incurring such charges.

(ii) Bond, Insurance, and Tax

For property damage, liability, and Workers' Compensation insurance premiums; unemployment insurance contributions; social security taxes; and additional bond costs on force account Work, the Developer will receive the actual cost thereof. The Developer will furnish satisfactory evidence of the rates paid for such additional bond, insurance, and tax.

(iii) Materials

For materials used, the Developer will receive the actual cost of such materials delivered to the Work including transportation charges and sales tax, if applicable.

(iv) Equipment

For machinery or special equipment, the Developer will receive the rental rates agreed on in writing before such Work is begun. For equipment rented from independent outside sources, the Developer will be reimbursed the reasonable actual cost as shown on paid rental invoices. For company-owned equipment, the Developer will be reimbursed its internal cost recovery equipment charge rate. The LA DOTD's Engineering Directives and Standards Manual, EDSM III.1.1.27, entitled Equipment Rental Rates, provides additional guidance concerning allowable Equipment rental rates and their application. If the Developer chooses to use a rental rate guide book instead of its internal cost recovery rates to establish rental rates for company-owned equipment, adjustments to the allowable type of equipment and hours per day must be made as described in the EDSM III.1.1.27. In addition, no 15% mark-up on equipment direct cost for jobsite and home office overhead expenses and profit will be allowed if the Developer chooses to use rental rate guide book prices instead of its internal cost recovery rates.

(v) Subcontracting

When the Work is to be performed by a Contractor of the Design-Build Contractor, the Developer will be paid the actual and reasonable cost of such subcontracted Work computed as outlined above, plus an additional allowance of ten percent of the first \$50,000.00 and five percent of all costs over \$50,000.00. Reimbursement for bond costs will be in accordance with Section 11.2(ii).

(vi) Non-Allowable Costs

No additional cost reimbursement will be made for general superintendence, small tools or craft-specific tool allowances, or other direct or indirect costs not specifically included in this Section 11.2.

11.3 Statements

- (i) No payment will be made for force account Work until the Developer has furnished the LA DOTD with duplicate itemized statements of the cost of such Work detailed as follows:
- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman;
 - b. Designations, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment;
 - c. Quantities of materials, prices, and extensions;

- d. Transportation of Materials; and
 - e. Cost of property damage, liability, and workers' compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (ii) The Developer and the LA DOTD will compare records of the cost of Work done as ordered on a force account basis. Such comparison must be made daily. Statements must be accompanied by invoices for materials used and transportation charges. If materials used on force account Work are not purchased for such Work, but are taken from the Developer's stock, in lieu of invoices, the Developer will furnish an itemized list of such materials showing that the quantity claimed was actually used and that the price and transportation costs claimed represent the actual cost to the Developer. Invoices must be accompanied by the Developer's notarized statement that payment in full has been made for the materials.

12. Eliminated Items

12.1 Should any Work required by the Contract Documents be found unnecessary, the LA DOTD may, upon written order to the Developer, eliminate such Work from the Contract Documents. Such action will not invalidate the Agreement.

12.2 When Work is eliminated, the Developer will be reimbursed for activities done toward completion of the Work to be eliminated. No allowance, except as provided herein, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits claimed by the Developer resulting directly from such elimination.

12.3 The Change Order authorizing reimbursements will show how the reimbursements were derived. Except when otherwise authorized by the LA DOTD, such derivation will show breakdowns of costs as detailed in Section 11.2.

ATTACHMENT 1
PUBLIC FUNDS PAYMENTS

(See attached.)

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Form FP-6 Public Funds Payments

(all figures are in U.S. dollars,
nominal)

Months after NTP	(A) Monthly Project Cost	(B) Cumulative Project Cost	(C) Monthly Public Funds Draw	(D) Cumulative Public Funds Draw	(E) Cumulative Public Funds Request % of Total Public Funds Payments (D / Total of C)	(F) Cumulative Public Funds Request % of Total Project Costs (D / Total of A)
1	\$12,845,000	\$12,845,000	\$12,845,000	\$12,845,000	12.4%	7.6%
2	\$1,572,000	\$14,417,000	\$1,572,000	\$14,417,000	13.9%	8.5%
3	\$1,593,000	\$16,010,000	\$1,593,000	\$16,010,000	15.4%	9.4%
4	\$1,635,000	\$17,645,000	\$1,635,000	\$17,645,000	17.0%	10.4%
5	\$2,682,000	\$20,327,000	\$2,682,000	\$20,327,000	19.6%	12.0%
6	\$3,475,000	\$23,802,000	\$3,475,000	\$23,802,000	22.9%	14.0%
7	\$2,554,000	\$26,356,000	\$2,554,000	\$26,356,000	25.4%	15.5%
8	\$3,444,000	\$29,800,000	\$3,444,000	\$29,800,000	28.7%	17.5%
9	\$2,567,000	\$32,367,000	\$2,567,000	\$32,367,000	31.1%	19.0%
10	\$1,811,000	\$34,178,000	\$1,811,000	\$34,178,000	32.9%	20.1%
11	\$2,257,000	\$36,435,000	\$2,257,000	\$36,435,000	35.1%	21.4%
12	\$3,515,000	\$39,950,000	\$3,515,000	\$39,950,000	38.4%	23.5%
13	\$1,507,000	\$41,457,000	\$1,507,000	\$41,457,000	39.9%	24.4%
14	\$1,909,000	\$43,366,000	\$1,909,000	\$43,366,000	41.7%	25.5%
15	\$6,543,000	\$49,909,000	\$6,543,000	\$49,909,000	48.0%	29.4%
16	\$4,648,000	\$54,557,000	\$4,648,000	\$54,557,000	52.5%	32.1%

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17	\$4,432,000	\$58,989,000	\$4,432,000	\$58,989,000	56.8%	34.7%
18	\$4,122,000	\$63,111,000	\$4,122,000	\$63,111,000	60.7%	37.1%
19	\$4,779,000	\$67,890,000	\$4,779,000	\$67,890,000	65.3%	39.9%
20	\$4,389,000	\$72,279,000	\$4,389,000	\$72,279,000	69.6%	42.5%
21	\$4,737,000	\$77,016,000	\$4,737,000	\$77,016,000	74.1%	45.3%
22	\$3,990,000	\$81,006,000	\$3,990,000	\$81,006,000	78.0%	47.7%
23	\$3,777,000	\$84,783,000	\$3,777,000	\$84,783,000	81.6%	49.9%
24	\$3,626,000	\$88,409,000	\$3,626,000	\$88,409,000	85.1%	52.0%
25	\$3,570,000	\$91,979,000	\$3,570,000	\$91,979,000	88.5%	54.1%
26	\$5,290,000	\$97,269,000	\$5,290,000	\$97,269,000	93.6%	57.2%
27	\$4,105,000	\$101,374,000	\$4,105,000	\$101,374,000	97.6%	59.6%
28	\$4,601,000	\$105,975,000	\$2,537,000	\$103,911,000	100.0%	61.1%
29	\$4,984,000	\$110,959,000	\$0	\$103,911,000	100.0%	61.1%
30	\$4,121,000	\$115,080,000	\$0	\$103,911,000	100.0%	61.1%
31	\$3,569,000	\$118,649,000	\$0	\$103,911,000	100.0%	61.1%
32	\$2,910,000	\$121,559,000	\$0	\$103,911,000	100.0%	61.1%
33	\$2,624,000	\$124,183,000	\$0	\$103,911,000	100.0%	61.1%
34	\$2,559,000	\$126,742,000	\$0	\$103,911,000	100.0%	61.1%
35	\$2,039,000	\$128,781,000	\$0	\$103,911,000	100.0%	61.1%
36	\$2,737,000	\$131,518,000	\$0	\$103,911,000	100.0%	61.1%
37	\$2,286,000	\$133,804,000	\$0	\$103,911,000	100.0%	61.1%
38	\$2,713,000	\$136,517,000	\$0	\$103,911,000	100.0%	61.1%
39	\$2,203,000	\$138,720,000	\$0	\$103,911,000	100.0%	61.1%
40	\$1,884,000	\$140,604,000	\$0	\$103,911,000	100.0%	61.1%
41	\$1,544,000	\$142,148,000	\$0	\$103,911,000	100.0%	61.1%
42	\$1,085,000	\$143,233,000	\$0	\$103,911,000	100.0%	61.1%
43	\$973,000	\$144,206,000	\$0	\$103,911,000	100.0%	61.1%
44	\$2,470,000	\$146,676,000	\$0	\$103,911,000	100.0%	61.1%
45	\$2,681,000	\$149,357,000	\$0	\$103,911,000	100.0%	61.1%

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46	\$2,303,000	\$151,660,000	\$0	\$103,911,000	100.0%	61.1%
47	\$1,607,000	\$153,267,000	\$0	\$103,911,000	100.0%	61.1%
48	\$1,504,000	\$154,771,000	\$0	\$103,911,000	100.0%	61.1%
49	\$1,701,000	\$156,472,000	\$0	\$103,911,000	100.0%	61.1%
50	\$1,709,000	\$158,181,000	\$0	\$103,911,000	100.0%	61.1%
51	\$1,372,000	\$159,553,000	\$0	\$103,911,000	100.0%	61.1%
52	\$963,000	\$160,516,000	\$0	\$103,911,000	100.0%	61.1%
53	\$1,126,000	\$161,642,000	\$0	\$103,911,000	100.0%	61.1%
54	\$1,298,000	\$162,940,000	\$0	\$103,911,000	100.0%	61.1%
55	\$1,176,000	\$164,116,000	\$0	\$103,911,000	100.0%	61.1%
56	\$1,191,000	\$165,307,000	\$0	\$103,911,000	100.0%	61.1%
57	\$1,231,000	\$166,538,000	\$0	\$103,911,000	100.0%	61.1%
58	\$1,642,000	\$168,180,000	\$0	\$103,911,000	100.0%	61.1%
59	\$792,000	\$168,972,000	\$0	\$103,911,000	100.0%	61.1%
60	\$841,000	\$169,813,000	\$0	\$103,911,000	100.0%	61.1%
61	\$181,000	\$169,994,000	\$0	\$103,911,000	100.0%	61.1%
62	\$0	\$169,994,000	\$0	\$103,911,000	100.0%	61.1%
63	\$0	\$169,994,000	\$0	\$103,911,000	100.0%	61.1%
64	\$0	\$169,994,000	\$0	\$103,911,000	100.0%	61.1%
65	\$0	\$169,994,000	\$0	\$103,911,000	100.0%	61.1%
66	\$0	\$169,994,000	\$0	\$103,911,000	100.0%	61.1%
TOTALS	\$169,994,000		\$103,911,000			

Proposer is requesting the above amount from LA DOTD for the design and construction phase of the Project under the Comprehensive Agreement,
 An itemized breakdown of the "Amount" in column A is shown on Form FP-10. The Total of column A shall equal the Total Project Cost on Form FP-10.

ATTACHMENT 2

PRICING AND PAYMENT FORMS

- Form FP-7 PRICE CENTER 1 - PROJECT-WIDE ACTIVITIES
- Form FP-8 PRICE CENTER DESCRIPTIONS
- Form FP-9 SCHEDULE OF PROGRESS CHECKPOINTS
- Form FP-10 SCHEDULE OF PRICES

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Form FP-8

PRICE CENTER DESCRIPTIONS

Project Section	Project Work Breakdown Structure Code	Price Center Code	Price Center Title	Price Center Descriptions
A			Project-Wide Activities	
	A01	A01	PC1 Pre-Construction Activities	See Form FP-7
B			Roadwork	
	B01	B01	PC2 Clearing/Grubbing/Removals	Clearing, grubbing, and removals for all local roads and managed toll lanes
	B02	B02	PC2 Earthwork/Grading	Earthwork and grading for all local roads and managed toll lanes
	B03	B03	PC2 Erosion Control/Site Restoration	Erosion control and site restoration for all local roads and managed toll lanes
	B04	B04	PC2 Storm Sewer/Drainage	Storm sewer and drainage for all local roads and managed toll lanes
	B05	B05	PC2 Bases/Paving	Bases and paving for all local roads and managed toll lanes
	B06	B06	PC2 Misc. Concrete	Miscellaneous concrete for all local roads and managed toll lanes
	B07	B07	PC2 Traffic Control	Traffic control for all local roads and managed toll lanes
	B08	B08	PC2 Markings/Signs/Guardrail/Fence	Markings, signs, guardrail, and fence for all local roads and managed toll lanes
	B09	B09	PC2 ITS/Tolling/Electrical	ITS, Tolling, and electrical for all local roads and managed toll lanes
	B10	B10	PC2 North Park Aesthetics	Install North Park Aesthetic Treatments
C			Main Span and Approach Bridges	
	C01	C01	PC2 Main Span Cofferdams	Install/remove sheets, excavation, seal concrete, and

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Project Section	Project Work Breakdown Structure Code	Price Center Code	Price Center Title	Price Center Descriptions
				dewatering at piers #1 and #2
	C02	C02	PC2 Structure Excavation	Install/remove sheets, excavation, and backfill at column bents
	C03	C03	PC2 Steel Pipe Pile	Install steel pipe pile for main span piers inside cofferdams
	C04	C04	PC2 Precast Pile	Install precast concrete 24" and 30" test pile and production pile
	C05	C05	PC2 Substructure Concrete	Place concrete and reinforcing for footings, stems, columns, and caps for bents #1 to #26 and piers #1 to #2 and install rub rails on stem
	C06	C06	PC2 Erect Structural Steel	Install bearings, steel beams, cross frames, bracing, etc. from bent #13 to bent #14
	C07	C07	PC2 Erect Precast Girders	Install bearings and precast girders from bent #1 to bent #13 and bent #14 to Bent #26
	C08	C08	PC2 Superstructure Concrete	Install stay in place metal deck, precast panels, reinforcing, concrete, joints, etc. for decks and approach slabs
	C09	C09	PC2 Bridge Miscellaneous	Includes concrete bridge rail, clearance gauge, lighting conduit and embeds, drainage system, etc.
	C10	C10	PC2 Widen SB Algiers Canal Bridge	Includes all items associated with removing portions of the existing bridge and widening the bridge.
D			Demolition	
	D01	D01	PC2 Bridge and Fender Demolition	Demolition of the existing lift span bridge
	D02	D02	PC2 Tunnel Decommissioning	Decommissioning of the existing tunnel

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Form FP-9

SCHEDULE OF PROGRESS CHECKPOINTS

Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
A0101	A010101	Submit Project Baseline Schedule	3	Project Mobilization (Invoiced after period following submittal or Project Baseline Schedule)
A0102	A010201	Joint Project Inspection	3	Complete Joint Project Inspection
	A010202	Procure Project Insurances	0	Procure Project Insurances
	A010203	Procure Project Bonds	0	Procure Project Bonds
	A010204	Project Administration Plan	3	Submit Project Administration Plan
	A010205	Quality Management Plan	3	Submit Quality Management Plan
	A010206	Design Quality Management Plan	3	Submit Design Quality Management Plan
	A010207	Construction Quality Management Plan	16	Submit Construction Quality Management Plan
	A010208	Comprehensive Environmental Protection Plan	16	Submit Comprehensive Environmental Protection Plan
	A010209	Public Information and Communication Plan	3	Submit Public Information and Communication Plan
	A010210	Traffic Control Plan	16	Submit Traffic Control Plan
	A010211	Transportation Management Plan	16	Submit Transportation Management Plan
	A010212	Demolition and Abandonment Plan	16	Submit Demolition and Abandonment Plan
	A010213	Safety and Health Plan	3	Submit Safety and Health Plan
	A010214	ROW Acquisition Services Plan	3	Submit ROW Acquisition Services Plan
	A010215	Utility Adjustment Services Plan	3	Submit Utility Adjustment Services Plan
	A010216	Toll Management Plan	16	Submit Toll Management Plan

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	A010217	Maintenance Management Plan	16	Submit Maintenance Management Plan
	A010218	LADOTD Temporary Office Installation	3	LADOTD Temporary Office Installation
	A010219	Developer Temporary Office Installation	3	Developer Temporary Office Installation
	A010220	LADOTD Temporary Office Removal	15	LADOTD Temporary Office Removal
	A010221	Developer Temporary Office Removal	15	Developer Temporary Office Removal
	A010222	LADOTD Permanent Office Installation	14	LADOTD Permanent Office Installation
	A010223	Developer Permanent Office & Facilities Installation	14	Developer Permanent Office & Facilities Installation
	A010224	LADOTD Permanent Office Removal	60	LADOTD Permanent Office Removal
	A010225	Developer Permanent Office & Facilities Removal	62	Developer Permanent Office & Facilities Removal
	A010226	Start LADOTD & Developer Utility Expenses	1	Start Developer Utility Expenses
	A010227	Complete LADOTD & Developer Utility Expenses	62	Complete Developer Utility Expenses
	A010228	Site Restoration	60	Site Restoration
A0103	A010301	Engineering and Design Activities		Engineering and Design Activities (Paid on % Complete per CA Exhibit G Paragraph 6.3.ii)
A0104	A010401	Start Maintenance of Traffic	0	Start Maintenance of Traffic
	A010402	Continue Maintenance of Traffic	3	Continue Maintenance of Traffic
	A010403	Continue Maintenance of Traffic	6	Continue Maintenance of Traffic
	A010404	Continue Maintenance of Traffic	9	Continue Maintenance of Traffic
	A010405	Continue Maintenance of Traffic	12	Continue Maintenance of Traffic

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	A010406	Continue Maintenance of Traffic	15	Continue Maintenance of Traffic
	A010407	Continue Maintenance of Traffic	18	Continue Maintenance of Traffic
	A010408	Continue Maintenance of Traffic	21	Continue Maintenance of Traffic
	A010409	Continue Maintenance of Traffic	24	Continue Maintenance of Traffic
	A010410	Continue Maintenance of Traffic	27	Continue Maintenance of Traffic
	A010411	Continue Maintenance of Traffic	30	Continue Maintenance of Traffic
	A010412	Continue Maintenance of Traffic	33	Continue Maintenance of Traffic
	A010413	Continue Maintenance of Traffic	36	Continue Maintenance of Traffic
	A010414	Continue Maintenance of Traffic	39	Continue Maintenance of Traffic
	A010415	Continue Maintenance of Traffic	42	Continue Maintenance of Traffic
	A010416	Continue Maintenance of Traffic	45	Continue Maintenance of Traffic
	A010417	Continue Maintenance of Traffic	48	Continue Maintenance of Traffic
	A010418	Continue Maintenance of Traffic	51	Continue Maintenance of Traffic
	A010419	Continue Maintenance of Traffic	54	Continue Maintenance of Traffic
	A010420	Continue Maintenance of Traffic	57	Continue Maintenance of Traffic
	A010421	Complete Maintenance of Traffic	60	Complete Maintenance of Traffic
A0105	A010501	Start Environmental Mitigation & Compliance	0	Start Environmental Mitigation & Compliance
	A010502	Continue Environmental Mitigation & Compliance	3	Continue Environmental Mitigation & Compliance
	A010503	Continue Environmental Mitigation & Compliance	6	Continue Environmental Mitigation & Compliance
	A010504	Continue Environmental Mitigation & Compliance	9	Continue Environmental Mitigation & Compliance
	A010505	Continue Environmental Mitigation & Compliance	12	Continue Environmental Mitigation & Compliance

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	A010506	Continue Environmental Mitigation & Compliance	15	Continue Environmental Mitigation & Compliance
	A010507	Continue Environmental Mitigation & Compliance	18	Continue Environmental Mitigation & Compliance
	A010508	Continue Environmental Mitigation & Compliance	21	Continue Environmental Mitigation & Compliance
	A010509	Continue Environmental Mitigation & Compliance	24	Continue Environmental Mitigation & Compliance
	A010510	Continue Environmental Mitigation & Compliance	27	Continue Environmental Mitigation & Compliance
	A010511	Continue Environmental Mitigation & Compliance	30	Continue Environmental Mitigation & Compliance
	A010512	Continue Environmental Mitigation & Compliance	33	Continue Environmental Mitigation & Compliance
	A010513	Continue Environmental Mitigation & Compliance	36	Continue Environmental Mitigation & Compliance
	A010514	Continue Environmental Mitigation & Compliance	39	Continue Environmental Mitigation & Compliance
	A010515	Continue Environmental Mitigation & Compliance	42	Continue Environmental Mitigation & Compliance
	A010516	Continue Environmental Mitigation & Compliance	45	Continue Environmental Mitigation & Compliance
	A010517	Continue Environmental Mitigation & Compliance	48	Continue Environmental Mitigation & Compliance
	A010518	Continue Environmental Mitigation & Compliance	51	Continue Environmental Mitigation & Compliance
	A010519	Continue Environmental Mitigation & Compliance	54	Continue Environmental Mitigation & Compliance
	A010520	Continue Environmental Mitigation & Compliance	57	Continue Environmental Mitigation & Compliance
	A010521	Complete Environmental Mitigation & Compliance	60	Complete Environmental Mitigation & Compliance

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
A0106	A010601	N/A - Not Anticipated	N/A - Not anticipated	Project-Wide Hazardous and Contaminated Substances Remediation Activities
A0107	A010701	Start Construction Quality Control	0	Start Construction Quality Control
	A010702	Continue Construction Quality Control	3	Continue Construction Quality Control
	A010703	Continue Construction Quality Control	6	Continue Construction Quality Control
	A010704	Continue Construction Quality Control	9	Continue Construction Quality Control
	A010705	Continue Construction Quality Control	12	Continue Construction Quality Control
	A010706	Continue Construction Quality Control	15	Continue Construction Quality Control
	A010707	Continue Construction Quality Control	18	Continue Construction Quality Control
	A010708	Continue Construction Quality Control	21	Continue Construction Quality Control
	A010709	Continue Construction Quality Control	24	Continue Construction Quality Control
	A010710	Continue Construction Quality Control	27	Continue Construction Quality Control
	A010711	Continue Construction Quality Control	30	Continue Construction Quality Control
	A010712	Continue Construction Quality Control	33	Continue Construction Quality Control
	A010713	Continue Construction Quality Control	36	Continue Construction Quality Control
	A010714	Continue Construction Quality Control	39	Continue Construction Quality Control
	A010715	Continue Construction Quality Control	42	Continue Construction Quality Control

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	A010716	Continue Construction Quality Control	45	Continue Construction Quality Control
	A010717	Continue Construction Quality Control	48	Continue Construction Quality Control
	A010718	Continue Construction Quality Control	51	Continue Construction Quality Control
	A010719	Continue Construction Quality Control	54	Continue Construction Quality Control
	A010720	Continue Construction Quality Control	57	Continue Construction Quality Control
	A010721	Complete Construction Quality Control	60	Complete Construction Quality Control
B01	B0101	Start Phase 1a Clearing/Grubbing/Removals	25	Start Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1a
	B0102	Finish Phase 1a Clearing/Grubbing/Removals	26	Finish Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1a
	B0103	Start Phase 1b Clearing/Grubbing/Removals	31	Start Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1b
	B0104	Finish Phase 1b Clearing/Grubbing/Removals	32	Finish Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1b
	B0105	Start Phase 1c Clearing/Grubbing/Removals	33	Start Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1c
	B0106	Finish Phase 1c Clearing/Grubbing/Removals	34	Finish Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1c
	B0107	Start Phase 1d Clearing/Grubbing/Removals	36	Start Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1d
	B0108	Finish Phase 1d Clearing/Grubbing/Removals	37	Finish Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 1d
	B0109	Start Phase 2 Clearing/Grubbing/Removals	44	Start Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 2
	B0110	Finish Phase 2 Clearing/Grubbing/Removals	45	Finish Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 2

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	B0111	Start Phase 3 Clearing/Grubbing/Removals	52	Start Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 3
	B0112	Finish Phase 3 Clearing/Grubbing/Removals	53	Finish Clearing/Grubbing/Removals including buildings, pavement, bases, pipe, etc. for phase 3
B02	B0201	Start Phase 1a Earthwork/Grading	25	Start Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1a
	B0202	Finish Phase 1a Earthwork/Grading	31	Finish Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1a
	B0203	Start Phase 1b Earthwork/Grading	31	Start Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1b
	B0204	Finish Phase 1b Earthwork/Grading	33	Finish Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1b
	B0205	Start Phase 1c Earthwork/Grading	33	Start Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1c
	B0206	Finish Phase 1c Earthwork/Grading	35	Finish Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1c
	B0207	Start Phase 1d Earthwork/Grading	36	Start Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1d
	B0208	Finish Phase 1d Earthwork/Grading	41	Finish Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 1d
	B0209	Start Phase 2 Earthwork/Grading	44	Start Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 2
	B0210	Finish Phase 2 Earthwork/Grading	51	Finish Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 2
	B0211	Start Phase 3 Earthwork/Grading	52	Start Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 3
	B0212	Finish Phase 3 Earthwork/Grading	61	Finish Earthwork/Grading including excavation, embankment, mse walls, etc. for phase 3
B03	B0301	Start Phase 1a Erosion Control/Site Restoration	25	Start Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1a
	B0302	Finish Phase 1a Erosion Control/Site Restoration	31	Finish Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1a

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	B0303	Start Phase 1b Erosion Control/Site Restoration	31	Start Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1b
	B0304	Finish Phase 1b Erosion Control/Site Restoration	33	Finish Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1b
	B0305	Start Phase 1c Erosion Control/Site Restoration	33	Start Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1c
	B0306	Finish Phase 1c Erosion Control/Site Restoration	35	Finish Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1c
	B0307	Start Phase 1d Erosion Control/Site Restoration	36	Start Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1d
	B0308	Finish Phase 1d Erosion Control/Site Restoration	44	Finish Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 1d
	B0309	Start Phase 2 Erosion Control/Site Restoration	44	Start Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 2
	B0310	Finish Phase 2 Erosion Control/Site Restoration	52	Finish Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 2
	B0311	Start Phase 3 Erosion Control/Site Restoration	52	Start Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 3
	B0312	Finish Phase 3 Erosion Control/Site Restoration	62	Finish Erosion Control/Site Restoration including silt fence, seeding, maintenance, etc. for phase 3
B04	B0401	Start Phase 1a Storm Sewer/Drainage	25	Start Storm Sewer/Drainage including RCP, catch basins, etc. for phase 1a
	B0402	Finish Phase 1a Storm Sewer/Drainage	31	Finish Storm Sewer/Drainage including RCP, catch basins, etc. for phase 1a
	B0403	Start Phase 1b Storm Sewer/Drainage	31	Start Storm Sewer/drainage including RCP, catch basins, etc. for phase 1b
	B0404	Finish Phase 1b Storm Sewer/Drainage	33	Finish Storm Sewer/drainage including RCP, catch basins, etc. for phase 1b
	B0405	Start Phase 1c Storm Sewer/Drainage	33	Start Storm Sewer/drainage including RCP, catch basins, etc. for phase 1c
	B0406	Finish Phase 1c Storm Sewer/Drainage	35	Finish Storm Sewer/drainage including RCP, catch basins, etc. for phase 1c

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	B0407	Start Phase 1d Storm Sewer/Drainage	36	Start Storm Sewer/drainage including RCP, catch basins, etc. for phase 1d
	B0408	Finish Phase 1d Storm Sewer/Drainage	41	Finish Storm Sewer/drainage including RCP, catch basins, etc. for phase 1d
	B0409	Start Phase 2 Storm Sewer/Drainage	44	Start Storm Sewer/drainage including RCP, catch basins, etc. for phase 2
	B0410	Finish Phase 2 Storm Sewer/Drainage	51	Finish Storm Sewer/drainage including RCP, catch basins, etc. for phase 2
	B0411	Start Phase 3 Storm Sewer/Drainage	52	Start Storm Sewer/drainage including RCP, catch basins, etc. for phase 3
	B0412	Finish Phase 3 Storm Sewer/Drainage	61	Finish Storm Sewer/drainage including RCP, catch basins, etc. for phase 3
B05	B0501	Start Phase 1a Bases/Paving	26	Start Bases/Paving including bases, asphalt, milling, etc. for phase 1a
	B0502	Finish Phase 1a Bases/Paving	31	Finish Bases/Paving including bases, asphalt, milling, etc. for phase 1a
	B0503	Start Phase 1b Bases/Paving	32	Start Bases/Paving including bases, asphalt, milling, etc. for phase 1b
	B0504	Finish Phase 1b Bases/Paving	33	Finish Bases/Paving including bases, asphalt, milling, etc. for phase 1b
	B0505	Start Phase 1c Bases/Paving	34	Start Bases/Paving including bases, asphalt, milling, etc. for phase 1c
	B0506	Finish Phase 1c Bases/Paving	35	Finish Bases/Paving including bases, asphalt, milling, etc. for phase 1c
	B0507	Start Phase 1d Bases/Paving	37	Start Bases/Paving including bases, asphalt, milling, etc. for phase 1d
	B0508	Finish Phase 1d Bases/Paving	44	Finish Bases/Paving including bases, asphalt, milling, etc. for phase 1d
	B0509	Start Phase 2 Bases/Paving	51	Start Bases/Paving including bases, asphalt, milling, etc. for phase 2
	B0510	Finish Phase 2 Bases/Paving	52	Finish Bases/Paving including bases, asphalt, milling, etc. for phase 2

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	B0511	Start Phase 3 Bases/Paving	56	Start Bases/Paving including bases, asphalt, milling, etc. for phase 3
	B0512	Finish Phase 3 Bases/Paving	61	Finish Bases/Paving including bases, asphalt, milling, etc. for phase 3
B06	B0601	Start Phase 1a Misc. Concrete	26	Start Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1a
	B0602	Finish Phase 1a Misc. Concrete	31	Finish Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1a
	B0603	Start Phase 1b Misc. Concrete	32	Start Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1b
	B0604	Finish Phase 1b Misc. Concrete	33	Finish Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1b
	B0605	Start Phase 1c Misc. Concrete	34	Start Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1c
	B0606	Finish Phase 1c Misc. Concrete	35	Finish Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1c
	B0607	Start Phase 1d Misc. Concrete	37	Start Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1d
	B0608	Finish Phase 1d Misc. Concrete	44	Finish Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 1d
	B0609	Start Phase 2 Misc. Concrete	51	Start Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 2
	B0610	Finish Phase 2 Misc. Concrete	52	Finish Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 2
	B0611	Start Phase 3 Misc. Concrete	56	Start Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 3
	B0612	Finish Phase 3 Misc. Concrete	61	Finish Misc. Concrete including sidewalks, curb, gutter, barriers, etc. for phase 3
B07	B0701	Start Phase 1a Traffic Control	25	Start Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1a
	B0702	Finish Phase 1a Traffic Control	32	Finish Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1a

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	B0703	Start Phase 1b Traffic Control	31	Start Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1b
	B0704	Finish Phase 1b Traffic Control	34	Finish Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1b
	B0705	Start Phase 1c Traffic Control	33	Start Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1c
	B0706	Finish Phase 1c Traffic Control	36	Finish Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1c
	B0707	Start Phase 1d Traffic Control	36	Start Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1d
	B0708	Finish Phase 1d Traffic Control	45	Finish Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 1d
	B0709	Start Phase 2 Traffic Control	44	Start Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 2
	B0710	Finish Phase 2 Traffic Control	53	Finish Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 2
	B0711	Start Phase 3 Traffic Control	52	Start Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 3
	B0712	Finish Phase 3 Traffic Control	62	Finish Traffic Control including signs, temp markings, temp barriers, MOT, etc. for phase 3
B08	B0801	Start Phase 1a Marking/Signs/Guardrail/Fence	26	Start Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1a
	B0802	Finish Phase 1a Marking/Signs/Guardrail/Fence	31	Finish Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1a
	B0803	Start Phase 1b Marking/Signs/Guardrail/Fence	32	Start Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1b
	B0804	Finish Phase 1b Marking/Signs/Guardrail/Fence	33	Finish Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1b
	B0805	Start Phase 1c Marking/Signs/Guardrail/Fence	34	Start Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1c
	B0806	Finish Phase 1c Marking/Signs/Guardrail/Fence	35	Finish Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1c

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	B0807	Start Phase 1d Marking/Signs/Guardrail/Fence	37	Start Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1d
	B0808	Finish Phase 1d Marking/Signs/Guardrail/Fence	44	Finish Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 1d
	B0809	Start Phase 2 Marking/Signs/Guardrail/Fence	51	Start Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 2
	B0810	Finish Phase 2 Marking/Signs/Guardrail/Fence	52	Finish Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 2
	B0811	Start Phase 3 Marking/Signs/Guardrail/Fence	56	Start Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 3
	B0812	Finish Phase 3 Marking/Signs/Guardrail/Fence	61	Finish Markings/Signs/Guardrail/Fence including signage, striping, etc. for phase 3
B09	B0901	Start Phase 1a ITS/Tolling/Electrical	25	Start ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1a
	B0902	Finish Phase 1a ITS/Tolling/Electrical	31	Finish ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1a
	B0903	Start Phase 1b ITS/Tolling/Electrical	31	Start ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1b
	B0904	Finish Phase 1b ITS/Tolling/Electrical	33	Finish ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1b
	B0905	Start Phase 1c ITS/Tolling/Electrical	33	Start ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1c
	B0906	Finish Phase 1c ITS/Tolling/Electrical	35	Finish ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1c
	B0907	Start Phase 1d ITS/Tolling/Electrical	36	Start ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1d
	B0908	Finish Phase 1d ITS/Tolling/Electrical	41	Finish ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 1d
	B0909	Start Phase 2 ITS/Tolling/Electrical	44	Start ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 2
	B0910	Finish Phase 2 ITS/Tolling/Electrical	51	Finish ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 2

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	B0911	Start Phase 3 ITS/Tolling/Electrical	52	Start ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 3
	B0912	Finish Phase 3 ITS/Tolling/Electrical	61	Finish ITS/Tolling/Electrical including signals, tolling infrastructure, lighting, etc. for phase 3
B10	B1001	Start North Park Aesthetic Treatments	60	Start installing aesthetic enhancements to the north park area
	B1002	Complete North Park Aesthetic Treatments	61	Complete installing aesthetic enhancements to the north park area
C01	C0101	Start Cofferdam Procurement & Construction	17	Start cofferdam procurement and construction
	C0102	Procure Cofferdam Sheets & Bracing	17	Procure cofferdam sheets and bracing
	C0103	Pre-Excavate Pier #1	18	Pre-excavate in the vicinity of pier #1 cofferdam
	C0104	Install Sheet Pile Pier #1	19	Install the temporary sheet pile for pier #1 cofferdam
	C0105	Excavate Cofferdam Pier #1	20	Excavate within pier #1 cofferdam to bottom of seal
	C0106	Install Seal Pier #1	21	Place seal concrete in pier #1 cofferdam and dewater the cofferdam
	C0107	Remove Sheet Pile Pier #1	26	Remove the temporary sheet pile for pier #1 cofferdam
	C0108	Pre-Excavate Pier #2	26	Pre-excavate in the vicinity of pier #2 cofferdam
	C0109	Install Sheet Pile Pier #2	28	Install the temporary sheet pile for pier #2 cofferdam
	C0110	Excavate Cofferdam Pier #2	29	Excavate within pier #2 cofferdam to bottom of seal
	C0111	Install Seal Pier #2	30	Place seal concrete in pier #2 cofferdam and dewater the cofferdam
	C0112	Remove Sheet Pile Pier #2	24	Remove the temporary sheet pile for pier #2 cofferdam
	C0113	Complete Cofferdam Construction	24	Complete Cofferdam Construction
C02	C0201	Start Structure Excavation	19	Start structure excavation including temporary sheets, excavation, and backfill.
	C0202	Install Permanent Sheets Bent #13	32	Install permanent sheets at bent #13 to protect pier

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	C0203	Install Permanent Sheets Bent #14	22	Install permanent sheets at bent #14 to protect pier
	C0204	Install Rip Rap Bent #13	36	Install rip rap at bent #13 to protect pier
	C0205	Install Rip Rap Bent #14	36	Install rip rap at bent #14 to protect pier
	C0206	Structure Excavation Bent #13	32	Structure excavation bent #13
	C0207	Structure Excavation Bent #12	32	Structure excavation bent #12
	C0208	Structure Excavation Bent #11	31	Structure excavation bent #11
	C0209	Structure Excavation Bent #10	30	Structure excavation bent #10
	C0210	Structure Excavation Bent #9	29	Structure excavation bent #9
	C0211	Structure Excavation Bent #14	23	Structure excavation bent #14
	C0212	Structure Excavation Bent #15	19	Structure excavation bent #15
	C0213	Structure Excavation Bent #16	20	Structure excavation bent #16
	C0214	Structure Excavation Bent #17	21	Structure excavation bent #17
	C0215	Structure Excavation Bent #18	22	Structure excavation bent #18
	C0216	Complete Structure Excavation	36	Complete Structure Excavation
C03	C0301	Start Steel Pipe Pile Procurement & Installation	18	Start procurement and installation of 48" steel pipe pile
	C0302	Fabricate & Store Steel Pipe Pile	19	Fabricate and store steel pipe pile
	C0303	Install Steel Pipe Pile Pier #1	20	Install 48" steel pipe pile at pier #1
	C0304	Install Steel Pipe Pile Pier #2	29	Install 48" steel pipe pile at pier #2
	C0305	Complete Steel Pipe Pile Installation	29	Complete installation 48" steel pipe pile
C04	C0401	Start Precast Pile Procurement & Installation	13	Start procuring and installing precast pile for pile bents and column bents
	C0402	Submit Shop Drawings	13	Submit shop drawings for precast piling
	C0403	Fabricate & Store Phase 1 Precast	18	Fabricate and store precast pile for phase 1 construction

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		Pile		
	C0404	Fabricate & Store Phase 2 Precast Pile	46	Fabricate and store precast pile for phase 2 construction
	C0405	Install Precast Pile Bent #13	33	Install precast pile for column bent #13
	C0406	Install Precast Pile Bent #12	32	Install precast pile for column bent #12
	C0407	Install Precast Pile Bent #11	31	Install precast pile for column bent #11
	C0408	Install Precast Pile Bent #10	30	Install precast pile for column bent #10
	C0409	Install Precast Pile Bent #9	29	Install precast pile for column bent #9
	C0410	Install Precast Pile Bent #8	35	Install precast pile for pile bent #8
	C0411	Install Precast Pile Bent #7	35	Install precast pile for pile bent #7
	C0412	Install Precast Pile Bent #6, Phase 1	40	Install precast pile for pile bent #6, phase 1, partial width
	C0413	Install Precast Pile Bent #5, Phase 1	40	Install precast pile for pile bent #5, phase 1, partial width
	C0414	Install Precast Pile Bent #4, Phase 1	39	Install precast pile for pile bent #4, phase 1, partial width
	C0415	Install Precast Pile Bent #3, Phase 1	39	Install precast pile for pile bent #3, phase 1, partial width
	C0416	Install Precast Pile Bent #2, Phase 1	39	Install precast pile for pile bent #2, phase 1, partial width
	C0417	Install Precast Pile Bent #1, Phase 1	42	Install precast pile for abutment bent #1, phase 1, partial width
	C0418	Install Precast Pile Bent #14	24	Install precast pile for column bent #14
	C0419	Install Precast Pile Bent #15	20	Install precast pile for column bent #15
	C0420	Install Precast Pile Bent #16	20	Install precast pile for column bent #16
	C0421	Install Precast Pile Bent #17	21	Install precast pile for column bent #17
	C0422	Install Precast Pile Bent #18	22	Install precast pile for column bent #18

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	C0423	Install Precast Pile Bent #19	23	Install precast pile for pile bent #19
	C0424	Install Precast Pile Bent #20	23	Install precast pile for pile bent #20
	C0425	Install Precast Pile Bent #21	23	Install precast pile for pile bent #21
	C0426	Install Precast Pile Bent #22, Phase 1	41	Install precast pile for pile bent #22, phase 1, partial width
	C0427	Install Precast Pile Bent #23, Phase 1	41	Install precast pile for pile bent #23, phase 1, partial width
	C0428	Install Precast Pile Bent #24, Phase 1	41	Install precast pile for pile bent #24, phase 1, partial width
	C0429	Install Precast Pile Bent #25, Phase 1	40	Install precast pile for pile bent #25, phase 1, partial width
	C0430	Install Precast Pile Bent #26, Phase 1	41	Install precast pile for abutment bent #26, phase 1, partial width
	C0431	Install Precast Pile Bent #6, Phase 2	47	Install precast pile for pile bent #6, phase 2
	C0432	Install Precast Pile Bent #5, Phase 2	47	Install precast pile for pile bent #5, phase 2
	C0433	Install Precast Pile Bent #4, Phase 2	47	Install precast pile for pile bent #4, phase 2
	C0434	Install Precast Pile Bent #3, Phase 2	16	Install precast pile for pile bent #3, phase 2
	C0435	Install Precast Pile Bent #2, Phase 2	46	Install precast pile for pile bent #2, phase 2
	C0436	Install Precast Pile Bent #1, Phase 2	49	Install precast pile for abutment bent #1, phase 2
	C0437	Install Precast Pile Bent #22, Phase 2	48	Install precast pile for pile bent #22, phase 2
	C0438	Install Precast Pile Bent #23, Phase 2	48	Install precast pile for pile bent #23, phase 2
	C0439	Install Precast Pile Bent #24, Phase 2	48	Install precast pile for pile bent #24, phase 2

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0440	Install Precast Pile Bent #25, Phase 2	48	Install precast pile for pile bent #25, phase 2
	C0441	Install Precast Pile Bent #26, Phase 2	49	Install precast pile for abutment bent #26, phase 2
	C0442	Complete Precast Pile Installation	49	Complete precast pile installation
C05	C0501	Start Substructure Concrete	21	Start substructure concrete including reinforcing, concrete, and rub rails
	C0502	Construct Pier #1 Footing	22	Construct pier #1 footing including rebar
	C0503	Construct Pier #1 Stem	24	Construct pier #1 stem including rebar
	C0504	Install Pier #1 Rub Rails	25	Install pier #1 rub rails
	C0505	Construct Pier #1 Columns	30	Construct pier #1 columns including rebar
	C0506	Construct Pier #1 Cap	31	Construct pier #1 cap including rebar
	C0507	Construct Pier #2 Footing	31	Construct pier #2 footing including rebar
	C0508	Construct Pier #2 Stem	33	Construct pier #2 stem including rebar
	C0509	Install Pier #2 Rub Rails	33	Install pier #2 rub rails
	C0510	Construct Pier #2 Columns	35	Construct pier #2 columns including rebar
	C0511	Construct Pier #2 Cap	36	Construct pier #2 cap including rebar
	C0512	Construct Footings Bent #13	33	Construct footings bent #13
	C0513	Construct Footings Bent #12	33	Construct footings bent #12
	C0514	Construct Footings Bent #11	32	Construct footings bent #11
	C0515	Construct Footings Bent #10	31	Construct footings bent #10
	C0516	Construct Footings Bent #9	31	Construct footings bent #9
	C0517	Construct Abutment Bent #1, Phase 1	43	Construct abutment bent #1, phase 1, partial width
	C0518	Construct Columns Bent #13	34	Construct columns bent #13

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0519	Construct Columns Bent #12	33	Construct columns bent #12
	C0520	Construct Columns Bent #11	32	Construct columns bent #11
	C0521	Construct Columns Bent #10	32	Construct columns bent #10
	C0522	Construct Columns Bent #9	31	Construct columns bent #9
	C0523	Construct Cap Bent #13	35	Construct cap bent #13
	C0524	Construct Cap Bent #12	34	Construct cap bent #12
	C0525	Construct Cap Bent #11	33	Construct cap bent #11
	C0526	Construct Cap Bent #10	32	Construct cap bent #10
	C0527	Construct Cap Bent #9	32	Construct cap bent #9
	C0528	Construct Cap Bent #8	36	Construct cap bent #8
	C0529	Construct Cap Bent #7	35	Construct cap bent #7
	C0530	Construct Cap Bent #6, Phase 1	40	Construct cap bent #6, phase 1, partial width
	C0531	Construct Cap Bent #5, Phase 1	40	Construct cap bent #5, phase 1, partial width
	C0532	Construct Cap Bent #4, Phase 1	40	Construct cap bent #4, phase 1, partial width
	C0533	Construct Cap Bent #3, Phase 1	39	Construct cap bent #3, phase 1, partial width
	C0534	Construct Cap Bent #2, Phase 1	39	Construct cap bent #2, phase 1, partial width
	C0535	Construct Abutment Bent #1, Phase 2	50	Construct abutment bent #1, phase 2
	C0536	Construct Cap Bent #6, Phase 2	47	Construct cap bent #6, phase 2
	C0537	Construct Cap Bent #5, Phase 2	47	Construct cap bent #5, phase 2
	C0538	Construct Cap Bent #4, Phase 2	47	Construct cap bent #4, phase 2
	C0539	Construct Cap Bent #3, Phase 2	47	Construct cap bent #3, phase 2
	C0540	Construct Cap Bent #2, Phase 2	46	Construct cap bent #2, phase 2
	C0541	Construct Footings Bent #14	24	Construct footings bent #14

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0542	Construct Footings Bent #15	21	Construct footings bent #15
	C0543	Construct Footings Bent #16	22	Construct footings bent #16
	C0544	Construct Footings Bent #17	23	Construct footings bent #17
	C0545	Construct Footings Bent #18	24	Construct footings bent #18
	C0546	Construct Abutment Bent #26, Phase 1	42	Construct abutment bent #26, phase 1, partial width
	C0547	Construct Columns Bent #14	25	Construct columns bent #14
	C0548	Construct Columns Bent #15	22	Construct columns bent #15
	C0549	Construct Columns Bent #16	23	Construct columns bent #16
	C0550	Construct Columns Bent #17	23	Construct columns bent #17
	C0551	Construct Columns Bent #18	24	Construct columns bent #18
	C0552	Construct Cap Bent #14	26	Construct cap bent #14
	C0553	Construct Cap Bent #15	23	Construct cap bent #15
	C0554	Construct Cap Bent #16	23	Construct cap bent #16
	C0555	Construct Cap Bent #17	24	Construct cap bent #17
	C0556	Construct Cap Bent #18	25	Construct cap bent #18
	C0557	Construct Cap Bent #19	32	Construct cap bent #19
	C0558	Construct Cap Bent #20	33	Construct cap bent #20
	C0559	Construct Cap Bent #21	33	Construct cap bent #21
	C0560	Construct Cap Bent #22, Phase 1	41	Construct cap bent #22, phase 1, partial width
	C0561	Construct Cap Bent #23, Phase 1	41	Construct cap bent #23, phase 1, partial width
	C0562	Construct Cap Bent #24, Phase 1	41	Construct cap bent #24, phase 1, partial width
	C0563	Construct Cap Bent #25, Phase 1	41	Construct cap bent #25, phase 1, partial width
	C0564	Construct Abutment Bent #26,	49	Construct abutment bent #26, phase 2

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
		Phase 2		
	C0565	Construct Cap Bent #22, Phase 2	49	Construct cap bent #22, phase 2
	C0566	Construct Cap Bent #23, Phase 2	48	Construct cap bent #23, phase 2
	C0567	Construct Cap Bent #24, Phase 2	48	Construct cap bent #24, phase 2
	C0568	Construct Cap Bent #25, Phase 2	48	Construct cap bent #25, phase 2
	C0569	Complete Substructure Concrete	50	Complete substructure concrete
C06	C0601	Start Structural Steel Procurement & Erection	30	Start procurement & erection of structural steel for main span between bents #13 and #14
	C0602	Procure Steel & Store Raw Materials	32	Procure raw materials for structural steel components
	C0603	Submit Shop Drawings	30	Submit shop drawings for structural steel components
	C0604	Store Fabricated Materials	34	Complete fabrication of structural steel components
	C0605	Start Delivery of Structural Steel	34	Start delivery to site of structural steel components
	C0606	Start Erection of Structural Steel	35	Erect 3 spans structural steel between bents #13 and #14
	C0607	Complete Structural Steel Erection	38	Complete structural steel erection
C07	C0701	Start Precast Girder & Panel Procurement & Erection	27	Start erecting precast girders from bent #1 to #13 and #14 to #26
	C0702	Submit Shop Drawings	27	Submit precast girder & panel shop drawings
	C0703	Fabricate & Store Phase 1 Precast Girders & Panels	33	Fabricate and store precast beams & panels for phase 1 construction
	C0704	Fabricate & Store Phase 2 Precast Girders & Panels	47	Fabricate and store precast beams & panels for phase 1 construction
	C0705	Erect Girders Span #12	36	Erect bearings and LG78 girders from bent #12 to #13
	C0706	Erect Girders Span #11	37	Erect bearings and LG63 girders from bent #11 to #12
	C0707	Erect Girders Span #10	36	Erect bearings and LG63 girders from bent #10 to #11
	C0708	Erect Girders Span #9	36	Erect bearings and LG63 girders from bent #9 to #10

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0709	Erect Girders Span #8	36	Erect bearings and LG63 girders from bent #8 to #9
	C0710	Erect Girders Span #7	36	Erect bearings and LG63 girders from bent #7 to #8
	C0711	Erect Girders Span #6, Phase 1	41	Erect bearings and LG63 girders from bent #6 to #7, phase 1, partial width
	C0712	Erect Girders Span #5, Phase 1	41	Erect bearings and LG63 girders from bent #5 to #6, phase 1, partial width
	C0713	Erect Girders Span #4, Phase 1	41	Erect bearings and LG63 girders from bent #4 to #5, phase 1, partial width
	C0714	Erect Girders Span #3, Phase 1	41	Erect bearings and LG63 girders from bent #3 to #4, phase 1, partial width
	C0715	Erect Girders Span #2, Phase 1	40	Erect bearings and LG63 girders from bent #2 to #3, phase 1, partial width
	C0716	Erect Girders Span #1, Phase 1	43	Erect bearings and LG63 girders from bent #1 to #2, phase 1, partial width
	C0717	Erect Girders Span #16	34	Erect bearings and LG78 girders from bent #14 to #15
	C0718	Erect Girders Span #17	34	Erect bearings and LG63 girders from bent #15 to #16
	C0719	Erect Girders Span #18	33	Erect bearings and LG63 girders from bent #16 to #17
	C0720	Erect Girders Span #19	33	Erect bearings and LG63 girders from bent #17 to #18
	C0721	Erect Girders Span #20	33	Erect bearings and LG63 girders from bent #18 to #19
	C0722	Erect Girders Span #21	33	Erect bearings and LG63 girders from bent #19 to #20
	C0723	Erect Girders Span #22	33	Erect bearings and LG63 girders from bent #20 to #21
	C0724	Erect Girders Span #23, Phase 1	42	Erect bearings and LG63 girders from bent #21 to #22, phase 1, partial width
	C0725	Erect Girders Span #24, Phase 1	41	Erect bearings and LG63 girders from bent #22 to #23, phase 1, partial width
	C0726	Erect Girders Span #25, Phase 1	41	Erect bearings and LG63 girders from bent #23 to #24, phase 1, partial width
	C0727	Erect Girders Span #26, Phase 1	41	Erect bearings and LG63 girders from bent #24 to #25, phase 1, partial width

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0728	Erect Girders Span #27, Phase 1	42	Erect bearings and LG63 girders from bent #25 to #26, phase 1, partial width
	C0729	Erect Girders Span #6, Phase 2	48	Erect bearings and LG63 girders from bent #6 to #7, phase 2
	C0730	Erect Girders Span #5, Phase 2	48	Erect bearings and LG63 girders from bent #5 to #6, phase 2
	C0731	Erect Girders Span #4, Phase 2	48	Erect bearings and LG63 girders from bent #4 to #5, phase 2
	C0732	Erect Girders Span #3, Phase 2	48	Erect bearings and LG63 girders from bent #3 to #4, phase 2
	C0733	Erect Girders Span #2, Phase 2	47	Erect bearings and LG63 girders from bent #2 to #3, phase 2
	C0734	Erect Girders Span #1, Phase 2	50	Erect bearings and LG63 girders from bent #1 to #2, phase 2
	C0735	Erect Girders Span #23, Phase 2	49	Erect bearings and LG63 girders from bent #21 to #22, phase 2
	C0736	Erect Girders Span #24, Phase 2	49	Erect bearings and LG63 girders from bent #22 to #23, phase 2
	C0737	Erect Girders Span #25, Phase 2	48	Erect bearings and LG63 girders from bent #23 to #24, phase 2
	C0738	Erect Girders Span #26, Phase 2	49	Erect bearings and LG63 girders from bent #24 to #25, phase 2
	C0739	Erect Girders Span #27, Phase 2	49	Erect bearings and LG63 girders from bent #25 to #26, phase 2
	C0740	Complete Precast Girder Erection	50	Complete erecting precast girders
C08	C0801	Start Superstructure Concrete	34	Start installing metal deck or precast panels, reinforcing, joints, concrete, etc. for decks
	C0802	Construct Deck Unit #5	38	Construct deck between bents #9 to #12
	C0803	Construct Deck Unit #4	37	Construct deck between bents #7 to #9
	C0804	Construct Deck Unit #3, Phase 1	42	Construct deck between bents #5 to #7, phase 1, partial width
	C0805	Construct Deck Unit #2, Phase 1	41	Construct deck between bents #3 to #5, phase 1, partial width
	C0806	Construct Deck Unit #1, Phase 1	43	Construct deck between bents #1 to #3, phase 1, partial width
	C0807	Construct Deck Unit #6A	38	Construct deck between bents #12 to #13
	C0808	Construct Deck Unit #6B	40	Construct deck between bents #13 to #14, including piers #1 and #2
	C0809	Construct Deck Unit #6C	41	Construct deck between bents #14 to #15

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0810	Construct Deck Unit #7	36	Construct deck between bents #15 to #18
	C0811	Construct Deck Unit #8	34	Construct deck between bents #18 to #21
	C0812	Construct Deck Unit #9, Phase 1	42	Construct deck between bents #21 to #24, phase 1, partial width
	C0813	Construct Deck Unit #10, Phase 1	43	Construct deck between bents #24 to #26, phase 1, partial width
	C0814	Construct Deck Unit #3, Phase 2	49	Construct deck between bents #5 to #7, phase 2
	C0815	Construct Deck Unit #2, Phase 2	48	Construct deck between bents #3 to #5, phase 2
	C0816	Construct Deck Unit #1, Phase 2	50	Construct deck between bents #1 to #3, phase 2
	C0817	Construct Deck Unit #9, Phase 2	49	Construct deck between bents #21 to #24, phase 2
	C0818	Construct Deck Unit #10, Phase 2	50	Construct deck between bents #24 to #26, phase 2
	C0819	Construct North Approach Slab, Phase 1	44	Construct north northbound approach slab, phase 1, partial width
	C0820	Construct South Approach Slab, Phase 1	44	Construct south northbound approach slab, phase 1, partial width
	C0821	Construct North Approach Slab, Phase 2	50	Construct north southbound approach slab, phase 2
	C0822	Construct South Approach Slab, Phase 2	51	Construct south southbound approach slab, phase 2
	C0823	Complete Superstructure Concrete	51	Complete superstructure concrete
C09	C0901	Start Bridge Miscellaneous Items	44	Start constructing bridge miscellaneous items including barrier, lighting, drainage, clearance gauge, etc.
	C0902	Install Clearance Gauges	44	Install clearance gauges on main span piers #1 and #2
	C0903	Install Conduits and Lighting Embeds	44	Install conduits and lighting embeds within median barrier
	C0904	Install 36" Outside Bridge Barrier	44	Construct 36" outside bridge barrier
	C0905	Install 36" Median Bridge Barrier	44	Construct 36" median bridge barrier
	C0906	Install 42" Outside Bridge Barrier	52	Construct 42" outside bridge barrier

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
	C0907	Install 42" Pedestrian Bridge Barrier	52	Construct 42" pedestrian bridge barrier
	C0908	Install Bridge Drainage, Phase 1	44	Install downspouts for drainage from bridge decks, phase 1
	C0909	Install Bridge Drainage, Phase 2	52	Install downspouts for drainage from bridge decks, phase 2
	C0910	Complete Bridge Miscellaneous Items	52	Complete bridge miscellaneous items
C10	C1001	Start Widening of SB Algiers Canal Bridge	27	Start widening SB Algiers Canal Bridge.
	C1002	Widen SB Algiers Canal Part 1	36	Remove the outside barrier and widen the bridge including piling, bent caps, flat slab deck, and barrier.
	C1003	Widen SB Algiers Canal Part 2	52	Remove the inside barrier and replace the flat slab deck and barrier.
	C1004	Complete Widening of SB Algiers Canal Bridge	52	Complete widening SB Algiers Canal Bridge.
D01	D0101	Start Bridge Demolition	54	Start bridge demolition after project reaches partial acceptance
	D0102	Remove Lift Span & Towers	58	Remove lift span #24 including east and west machinery and tower
	D0103	Remove Composite Spans	59	Remove composite spans #22, #23, #25, and #26
	D0104	Remove Lift Span Piers & Fenders	60	Demolish East and West lift span piers and fenders
	D0105	Demolish Approach Bridge Superstructure	60	Demolish spans #21 to #7 and #27 to #42
	D0106	Demolish Approach Bridge Substructure	60	Demolish piers #22 to #8 and #23 to #38
	D0107	Demolish Slab Spans, Walls, and Fill	61	Demolish slab spans #7 to #1 and #39 to #47 including walls and fill
	D0108	Complete Bridge Demolition	61	Complete bridge demolition
D02	D0201	Start Tunnel Decommissioning	57	Start tunnel decommissioning after project reaches partial acceptance
	D0202	Remove Electrical & Mechanical	57	Remove electrical and mechanical systems from tunnel
	D0203	Cap & Plug Tunnel Entrances	59	Cap and plug all tunnel entrances including portal, air shaft, and

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Price Center Code	Progress Checkpoint Code	Progress Checkpoint Title	Months after Notice to Proceed Scheduled to be Completed	Description of Work Programmed to be Accomplished Within the Progress Checkpoint
				pump shaft
	D0204	Demolish Tunnel Buildings	61	Demolish tunnel buildings including ventilation building and pump houses
	D0205	Demolish Approach Ramp & Walls	59	Demolish approach walls, Pour tunnel gate walls and backfill approach
	D0206	Complete Tunnel Decommissioning	61	Complete tunnel decommissioning

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Form FP-10

SCHEDULE OF PRICES

Price Center Code¹	Price Center Title/Component Identification¹	Price Center Value²
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PROJECT SECTION A (Project-Wide Activities)

A01	PC1 Pre-Construction Activities. See Form FP-7.	\$ 57,412,000.00
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PROJECT SECTION B

B01	PC2 Clearing/Grubbing/Removals	\$ 1,711,000.00
B02	PC2 Earthwork/Grading	\$ 4,970,000.00
B03	PC2 Erosion Control/Site Restoration	\$ 634,000.00
B04	PC2 Storm Sewer/Drainage	\$ 3,162,000.00
B05	PC2 Bases/Paving	\$ 6,370,000.00
B06	PC2 Misc. Concrete	\$ 3,055,000.00
B07	PC2 Traffic Control	\$ 2,281,000.00
B08	PC2 Markings/Signs/Guardrail/Fence	\$ 383,000.00
B09	PC2 ITS/Tolling/Electrical	\$ 3,537,000.00
B10	PC2 North Park Aesthetic Treatments	\$ 277,000.00

PROJECT SECTION C

C01	PC2 Main Span Cofferdams	\$ 6,477,000.00
C02	PC2 Structure Excavation	\$ 3,514,000.00
C03	PC2 Steel Pipe Pile	\$ 5,013,000.00
C04	PC2 Precast Pile	\$ 10,221,000.00
C05	PC2 Substructure Concrete	\$ 15,946,000.00
C06	PC2 Erect Structural Steel	\$ 8,391,000.00
C07	PC2 Erect Precast Girders	\$ 11,245,000.00
C08	PC2 Superstructure Concrete	\$ 14,250,000.00
C09	PC2 Bridge Miscellaneous	\$ 3,411,000.00
C10	PC2 Widen SB Algiers Canal Bridge	\$ 4,433,000.00

PROJECT SECTION D

D01	PC2 Bridge & Fender Demolition	\$ 2,471,000.00
D02	PC2 Tunnel Decommissioning	\$ 830,000.00

TOTALS

DESIGN-BUILD PRICE³	\$ 169,994,000.00
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¹ Enter Price Center codes and titles for each Price Center, to match Form PCD.

² Enter the Price Center Value.

³ Enter the sum of the PCVs to total the Project proposed Design-Build Price.

ATTACHMENT 3

FORM RPP

**Request for Periodic Payment and Certifications
Summary Sheet**

(1) Payment Request No.:	(4) Date Request Received By Department's PM:
(2) Period of:	(5) Design-Build Price: \$
(3) Date Request Submitted:	

(6) Price Center Code	(7) Price Center Value	(8) Cumulative Amount Earned at End of Last Period	(9) Planned Cumulative Payment per PPS-C	(10) Not Used	(11) Actual Cumulative Amount Earned End of This Period
Section A Total					
Section B Total					
Section C Total					
Section D Total					
Section E Total					
Section F Total					
(12) Total Amount Earned to Date					
(14) Total Amount Earned as of Last Period					
(15) Amount Earned This Period					
(16) Less Retention (%)					
(17) Net Due This Period					

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**Progress and Quality
Certification:**

We hereby certify that all Work performed meets the requirements of the Comprehensive Agreement, that the indicated Progress Check Points have been met and that the cumulative amount earned at end of the period covered by this request and certificate are correct to the best of our knowledge.

**For the Design-Build
Contractor:**

Signed: _____

Printed or Typed Name: _____
Construction Manager

Date: _____

Developer Certification:

I hereby certify that responsible Developer staff have examined the site and the Work under construction and have, based on their professional judgment, determined that the site conditions appear to be consistent with those represented by the design build documents and that the Work meets the requirements of and is progressing in accordance with the Comprehensive Agreement.

Signed: _____

Printed or Typed name: _____
Developer's
Project
Manager

Date: _____

Department Endorsement:

I hereby confirm the achievement of the cumulative amount earned to date indicated herein and concur with this request and certificate except as noted below or attached.

For Department: _____
(Signature) (Date)

Project Manager (Date)

FORM RPP

Request for Periodic Payment and Periodic Completion Certification

Section A

(1) Payment Request No.:

(2) Period of:

(3) Date Request Submitted:

(6) Price Center Code	(7) Price Center Value	(8) Cumulative Amount Earned at End of Last Period	(9) Planned Cumulative Payment per Form FP-6	(10) All Scheduled PCPs Met Yes or No	(11) Actual Cumulative Amount Earned End of This Period
(12) Total					

Project Check Points Met this Period Section A (enter PCP Code)(13)

FORM RPP

**Request for Periodic Payment and Periodic Completion Certificate
Section B**

(1) Payment Request No.:

(2) Period of:

(3) Date Request Submitted:

(6) Price Center Code	(7) Price Center Value	(8) Cumulative Amount Earned at End of Last Period	(9) Planned Cumulative Payment per Form FP-6	(10) All Scheduled PCPs Met Yes or No	(11) Actual Cumulative Amount Earned End of This Period
(12) Total					

Progress Check Points Met this Period Section B (enter PCP Code)(13)

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Progress Check Points Met this Period Section C (enter PCP Code)(13)

FORM RPP

**Request for Periodic Payment and Periodic Completion Certificate
Section D**

(1) Payment Request No.:

(2) Period of:

(3) Date Request Submitted:

(6) Price Center Code	(7) Price Center Value	(8) Cumulative Amount Earned at End of Last Period	(9) Planned Cumulative Payment per Form FP-6	(10) All Scheduled PCPs Met Yes or No	(11) Actual Cumulative Amount Earned End of This Period
(12) Total					

Progress Check Points Met this Period Section D (enter PCP Code)(13)

FORM RPP

Instructions

- A. All amounts shall be in US\$.
- B. Request for Periodic Payment Sheet
1. Enter Payment Request Number (numbered sequentially starting with "1")
 2. Enter month and year covered by this payment request
 3. Enter date this payment request was submitted to Department's Project Manager
 4. Enter date received by Department's Project Manager
 5. Enter Design-Build Price
 6. Enter Price Center Code from Form FP-10 for each Price Center in the Section
 7. Enter Price Center Value from Form FP-10 for each Price Center
 8. Enter Amount Earned at End of Previous Period
 9. Enter Planned Cumulative Amount Earned from PPS-C for each Price Center. Enter "N/A" for any Price Center being paid on a unit price or force account basis
 10. If "Yes" in Column (10), enter amount shown in Column (9); if "No" in Column (10), enter amount shown in Column (8)
 11. Total the amounts shown in (11) and enter in (12)
 12. Enter total of Column (11)
 13. Enter the PCP code of each PCP achieved (met) during the period
 14. Enter total of Column (8)
 15. Subtract (14) from (12)
 16. Multiply (15) by 0.00
 17. Subtract (16) from (15)
- C. Periodic Certifications

Louisiana Department of Transportation

The Design-Build Contractor's Construction Manager and Developer's Project Manager shall sign and date the Certifications.

D. Department's Endorsement

The Department's Project Manager will sign and date the LA DOTD endorsement for the Periodic Completion Certificate

E. *See* Exhibit G to the Comprehensive Agreement for documentation required for Unit Priced and Force Account Work.

F. Add additional worksheets for additional Project sections as required.

EXHIBIT H

LA 1 TOLL SYSTEM O&M WORK TERM SHEET

This Exhibit provides a summary of the anticipated major terms and conditions applicable to the LA 1 Toll System O&M Work and will be the basis of the parties' negotiations pursuant to Section 9.06 of the Agreement. If the parties reach agreement on the final terms and conditions applicable to the LA 1 Toll System O&M Work, this Exhibit will be replaced with such final terms and conditions.

Term	Provision
Scope	
Project Scope	The Developer's responsibilities will include toll systems design, installation and tolling operations and maintenance related to LA 1, as described in more detail in <u>Attachment A</u> to this <u>Exhibit H</u> .
Term and Completion Milestones	
Term	Unless terminated earlier, the Developer will be responsible for performing the LA 1 Toll System O&M Work until at least the end of the Term of the Comprehensive Agreement. The parties may negotiate an extension for performing the LA 1 Toll System O&M Work after the termination of the Comprehensive Agreement.
Completion Milestone	The Developer will be required to complete the installation and testing of the LA 1 Roadside Toll Collection System (LA 1 RTCS) and assume all operations and maintenance for LA 1 toll collection within 365 days from the Notice to Proceed. The LA DOTD will assess liquidated damages for failure to meet this completion milestone.
Compensation	
Payment	The Developer will be compensated for performing the LA 1 Toll System O&M Work as described in <u>Attachment B</u> to this <u>Exhibit H</u> .
Tolling and Existing Tolling Infrastructure	
Tolling Methodology	The toll rates, vehicle classification schedules and toll collection methodology for LA 1 are subject to change by LA DOTD. The Developer will be responsible for providing a RTCS that is flexible and configurable to accommodate these future changes at no additional cost to LA DOTD.

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Term	Provision
Interoperability	The Developer will be required to provide and maintain a system that is interoperable with the toll system for the New Bridge and other toll facilities in the State.
Existing Infrastructure	Any re-use of the existing tolling infrastructure will be at the Developer’s sole risk and the LA DOTD will not be liable for any defects or failure of such existing tolling infrastructure.
Insurance and Payment/Performance Security	
Insurance	<p>The Developer will provide, or require the applicable Contractor to provide, the following insurance coverages applicable to the LA 1 Toll System O&M Work as specified by the LA DOTD:</p> <ul style="list-style-type: none"> • Workers Compensation insurance with statutory workers’ compensation (Coverage A) limits and employer’s liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. • Commercial General Liability insurance in the amount of no less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of no less than \$2,000,000. • Professional Liability insurance in the amount of \$1,000,000 written on a “claims-made” basis. • Business Automobile Liability insurance with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. • Cyber Liability insurance in the amount of no less than \$5,000,000 per occurrence for privacy and network security liability. • Crime insurance in the form of a fidelity bond in an amount of no less than \$5,000,000 for each occurrence insuring against all causes of loss of money, credit card, electronic funds and securities of the LA DOTD that are in the care, custody and control of the Developer.
Payment/Performance	The Developer will provide payment and performance security applicable to the LA 1 Toll System O&M Work as specified by the

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Term	Provision
Security	LA DOTD.
Termination	
Termination for Default	The LA DOTD will be entitled to terminate the Developer's performance of the LA 1 Toll System O&M Work due to, among other things, the Developer's failure to perform such work in accordance with the performance requirements applicable to such work.
Other Key Terms	
Lane Closure Liquidated Damages	The Developer will be assessed liquidated damages as specified by the LA DOTD for certain unauthorized lane closures.

Attachment A

1. General

The Developer will be responsible for the design, provision, furnishing, installation, and integration and testing of a complete end-to-end toll collection system that conforms to the Technical Provisions. The Developer shall provide all required software, hardware, systems, equipment, materials, resources, and training necessary to establish, operate and maintain the entire toll system for LA 1 in an efficient, responsive, and accountable manner. The major items of this scope of work related to the toll system include the LA 1 Roadside Toll Collection System (LA 1 RTCS), additional Back Office System (BOS) elements and the Operations and Maintenance Services.

The technical requirements set forth in this Attachment B will apply to the LA 1 Toll System O&M Work, in addition to all requirements in Section 2 Project Management and Section 16 Tolling of the Technical Provisions. In the event of a conflict between these technical requirements and Sections 2 and 16 of the Technical Provisions, the technical requirements in this Attachment B will prevail.

The LA DOTD's LA 1 toll facility, located in Louisiana's southern Lafourche Parish, is the only land route to Port Fourchon, the hub of Gulf of Mexico energy production and the Louisiana Offshore Oil Port. The first section of LA 1 consisting of a two-lane overpass at Leeville, LA, interchanges and toll facility were completed and opened to traffic in 2009; this initial phase also included the customer service center located in Golden Meadow, LA. In 2011, the balance of Phase 1 construction was completed and the Leeville overpass and elevated highway to Port Fourchon was open to traffic. Since that time, modifications have been made to the toll facility, which currently consist of two toll lanes. One lane is manned 24/7 and tolls are collected from patrons that choose to pay their tolls via cash or credit card. The second lane operates 24/7 as an ETC only lane. Both lanes were upgraded in recent years with a new image capture and Image Processing System (IPS), and multiple-protocol readers (configured to read ATA (currently turned off), ISOB_80K (SeGo), and ISOC (ISO 18000-63/6C) transponder protocols).

The existing Customer Service Center (CSC) currently supporting LA 1 tolling is located at 1821 South Alex Plaisance Boulevard (Highway 3235) in Golden Meadow, LA. The existing BOS currently supporting LA 1 tolling is located in Baton Rouge, LA. Various ITS (Intelligent Transportation System) cameras and Dynamic Message Signs (DMSs) are installed throughout the corridor.

Please refer to the Reference Information Documents for additional information and details related to the existing LA 1 toll facility and the existing LA DOTD BOS and CSC that supports the LA 1 tolling, including various as-built plans, toll equipment summary, business operating rules, toll rates and classifications, traffic and revenue forecasts, and toll operations reports.

2. LA 1 Roadside Toll Collection System

The Developer will provide a complete 2-lane RTCS (1 ETC lane and 1 mixed-mode lane that accepts cash, credit cards, and ETC transponders) that replaces the existing RTCS at LA 1 that will process traffic and revenue data and forward the resulting toll transactions to the Developer's BOS.

The Developer will assume full responsibility for the existing LA 1 toll infrastructure and equipment. Any existing toll infrastructure or toll equipment not used as part of the Developer's solution will be removed by the Developer. Any salvageable items will be delivered to the LA DOTD.

The Developer will complete the installation and testing of the LA 1 RTCS and its interface to the Developer's new BOS and assume all operations and maintenance for LA 1 toll collection. The Developer will be responsible for the transition to the new system. This transition includes the migration of all existing LA 1 account information to the Developer's new BOS.

The new RTCS, at a minimum, includes the following major components:

- A. Manual lane:
 - a. Manual lane equipment (terminal, credit card reader and peripherals)
 - b. Patron traffic light
 - c. CCTV Roadway Overview Camera
 - d. ETC with tri-protocol reader and antenna
 - e. Image Transaction Cameras (front and rear cameras, with illumination)
 - f. Vehicle detection and classification system
 - g. Uninterruptible Power Supply (UPS)
 - h. Network switches
- B. ETC lane:
 - a. ETC with tri-protocol reader and antenna
 - b. CCTV Roadway Overview Camera
 - c. Image Transaction Cameras (front and rear cameras, with illumination)
 - d. Vehicle detection and classification system
 - e. UPS
 - f. Network switches

C. Other:

- a. CCTV security cameras

3. Existing LA 1 Toll Infrastructure and Equipment

The Developer will replace the existing RTCS equipment. This includes items such as vehicle detection and classification system, Automatic Vehicle Identification (AVI) system, violation system, receipt printers, touch screens, software, hardware, networking and uninterruptable power supplies.

The Developer may use the existing toll infrastructure to the extent possible. The infrastructure may be modified as needed by the Developer. This includes items such as gantry, pavement, booth, conduits, buildings, generator, power supplies.

The LA 1 RTCS will include CCTV toll security cameras for monitoring access to toll site and equipment.

The Reference Information Documents provides as-built plan details for LA 1. The existing toll collection equipment consists of the following:

- A. Lane 1 - low speed mixed mode lane (manual/ETC)
 - a. Payment options are cash, credit, and AVI
 - b. In-lane equipment includes:
 - i. Redundant lane controller
 - ii. IDRIS smart loop system for vehicle detection and classification
 - iii. Neology 6204 RFID reader and 30-degree antenna
 - iv. Patron traffic light
 - v. Toll booth equipment includes:
 - Manual lane terminal (MLT)
 - Credit-card reader
 - Receipt printer
 - ii. INEX Image Transaction Cameras and illumination - front and rear
- B. Lane 2 - AVI only lane (ETC)
 - a. Payment option is AVI only

- b. In-lane equipment includes:
 - i. Redundant lane controller
 - ii. IDRIS smart loop system for vehicle detection and classification
 - iii. Neology 6204 RFID reader and 30-degree antenna
 - iv. INEX Image Transaction Cameras and illumination - front and rear
- C. Equipment building is approximately 18 feet above the bridge deck and is located adjacent to Lane 1
 - a. The building is approximately 12’x12’, includes HVAC (heating, ventilation and air-conditioning) and has extended platforms that have power circuits.
 - b. The lane controllers, VES servers, UPS, CCTV Roadway Overview Camera servers and switches are located in equipment racks.
- D. Twelve CCTV security cameras are located in and around the toll booth and plaza area that are not part of the existing toll system but may be used by the Developer for security.
- E. There is a dedicated gas-powered generator on site.
- F. The toll collectors are on site and work out of a semi-permanent trailer
 - a. Trailer includes two workstations, printers, and money counting equipment
 - b. The toll collectors also perform image review from this location
- G. The generator and trailer are semi-permanent equipment and currently removed to a secure location if a storm surge is forecasted or a state of emergency is issued.

4. LA 1 Performance Requirements

The LA 1 RTCS will be designed, installed, operated and maintained to achieve the following performance requirements:

General

Capability	The LA 1 RTCS shall be capable to support the service level requirements for audit, reporting, and all other business functions. The system shall be sized and designed to process 100% of transactions being image transactions.
Availability	The system shall achieve 99.99% availability with no more than 50 minutes down time per year.

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Real-time Processing and Communication	Transactions sent from the Toll Zone(s) shall be processed and received in near real-time.
No Loss of Transactions	The system shall ensure that no transactions shall be lost even when associated with periods when communications with the Toll Zone(s) and/or BOS are not available.
Stand-alone Mode	The system shall operate and process data in a stand-alone mode for 30 days in the event the BOS is off line or not functional. In the case of loss of communications between the RTCS and BOS, all time stamped messages shall be processed by the RTCS and transactions shall be created for processing.
Transaction Processing	The system shall process transactions for posting in near real-time for both ETC and images.
Storage	The system shall retain all messages for a minimum of 2 years, and all prior data shall be available to be loaded on the system from archive storage media.
Date/Time Synchronization	All components shall be time-synchronized to the BOS to within 1/100 of a second.
Scalability	The system shall be sized as required to process all transactions.
Emergency Mode	The system shall be able to operate emergency mode (during emergency conditions) during which traffic shall be recorded (i.e., transactions shall be generated) and the assigned toll rates shall be \$0.00.
Storage	The system shall have data storage for at least 90 days in circular storage (FIFO) on a hard drive.
Accuracy	The system shall correctly detect vehicles; classify vehicles; assign ETC reads, classification information, images and toll rates; and generate transactions at an overall accuracy rate of 99.9%

Electronic Toll Collection

ETC Accuracy	Read accuracy rate of 99.95% (1 incorrect read out of 2,000 vehicles) at 0 to 100 mph.
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Vehicle Detection and Classification

Vehicle Presence Detection Accuracy	100%
Vehicle Separation Accuracy	Equal or greater than 99.9%
Vehicle Classification Accuracy	Equal or greater than 99.8%

Image Processing System

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Image Correlation Success	Equal to or greater than 99.9% – defined as the success rate of capturing a human legible image (front and rear) where both plate number and state of issue are discernable.
Legible Image Capture Success	Equal to or greater than 99% – defined as the success rate of capturing image(s) (front and rear) of the correct vehicle and its associated region of interest.
Capture Rate	No less than 4 images per vehicle

CCTV

Log of all administrator actions related to the CCTV system	35 days retention
Cameras Requirement	Support recording of at least 30 frames per second.
Recording Storage	All recordings shall be stored for a minimum of 35 calendar days. Archived images shall be automatically purged after 60 calendar days.
Recording Access	All recordings shall be stored for a minimum of 35 calendar days. Archived images shall be automatically purged after 90 calendar days.

Manual Toll Collection

Shortages	The Developer shall reimburse LA DOTD for all cash shortages.
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Maintenance

RTCS	Maximum time to respond – 30 minutes Mean time to repair – 2 hours Mean time between failures – 10,000 hours Coverage – 24 hours a day, 7 days a week
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5. LA 1 Lane Closures

A minimum of one lane will remain open to traffic and toll collection at all times.

Fourteen (14) days prior to the publication of any notices or placement of any traffic control devices associated with lane closures, detour routing or other change in traffic control requiring lane closures (except routine closures of less than 24-hour duration), the Developer will submit a Lane Closure Notice (LCN) to the LA DOTD for approval. A LCN will contain the estimated date, time, duration, location/lane, and maintenance of traffic and toll collection plan for the proposed work. If the LCN requires the use of the contra-flow lane, the Developer is also required to have police onsite to direct and escort.

If an emergency condition should occur, a LCN will be provided to the LA DOTD within 2

Days after the event. The Developer will keep the LA DOTD informed of any and all changes or cancellations of proposed lane closures prior to the date of their implementation.

6. BOS and CSC Requirements

An initial BOS and CSC solution can be implemented for LA 1 and then advanced to a single, final BOS solution when the New Bridge is operational. The initial BOS solution shall incorporate all existing LA 1 accounts and data for continued, uninterrupted revenue collections for LA 1. Once the final BOS is operational and processing transactions from both LA 1 and the New Bridge, the Developer will process all transactions in a non-discriminatory manner, regardless of the origin of the transaction, from the time a transaction is created all the way through violation collections.

7. Operations Transition and Data Migration

The Developer will prepare an operations transition and data migration plan for approval by the LA DOTD that addresses the transition of the LA DOTD toll operations and migration of customer account data from the current BOS to the new BOS. The plan will:

- A. Cover all existing live and archived data,
- B. Minimize cutover time,
- C. Minimize BOS services downtime during cutover,
- D. Ensure zero customer account data impact,
- E. Preserve all historical data for reporting,
- F. Minimize ongoing operations backlog,
- G. Contain checkpoint and roll-back features in the event of any failures in the transition and migration process(es), and
- H. Include data migration validation against at least one full data-set volume without any data errors.

8. Toll Operations General Requirements

The Reference Information Documents includes toll operations reports that contain information on the existing LA 1 operations (e.g., active customer accounts, active transponders, annual transactions and revenue, etc.).

Storefront Operations at Golden Meadow: The Developer shall continue operating the storefront operations at the existing LA DOTD CSC located in Golden Meadow, to include the following:

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- A. Provide the management, equipment, maintenance and operations of Golden Meadow Storefront;
- B. Provide face-to-face service for customers, including for account establishment and maintenance, payment processing, transponder sales, inquiries, and dispute resolution;
- C. Provide local support for inventory management as needed; and
- D. Support revenue collection and oversight.

The current operating hours are Monday through Friday 8 a.m. to 4 p.m. and closed on Saturday and Sunday.

Cash Toll Collection: The Developer will be responsible for all cash and credit card toll collection operations at LA 1 toll plaza, to include:

- A. Booth operations, maintenance and supervision,
- B. Management of a cash “bank,” for attended operations,
- C. Coin and bill servicing and re-stocking,
- D. Credit card authorization,
- E. Securing toll facilities, and
- F. Toll facility maintenance.

The Developer will staff the booth 24/7/365 (including all holidays).

All money collected in the manual cash lanes will be credited into the designated bank. The LA DOTD will be the legal holder of the account and will cover banking fees and retain any interest on deposits available. All customer payments shall be deposited within one (1) business day of when they are received.

9. BOS Hardware and Software Maintenance Responses and Services for LA 1

Response Time - System Hardware and Software. The Developer will respond, either through remote access or on-site, and begin working on problems within thirty (30) minutes of notification. The Developer will respond within the specified response time twenty-four (24) hours a day, seven (7) days a week.

Software Problems. Every attempt will be made to fix all software problems within three (3) hours of being reported and responded to. Software problem response requirements will depend upon whether revenue collection is impacted or not. If revenue collection is

potentially impacted but repair will take longer than (3) hours, the status of problems will be reported as soon as the situation becomes evident, and status reports shall be submitted thereafter at least every four (4) hours, until the problem is corrected.

System Availability. The levels of availability are set for twenty-four (24) hours per day, seven (7) days a week, and are measured on monthly, quarterly and annual basis. Preventive maintenance and equipment repair shall not affect or be included in the baseline availability calculations so long as equipment is repaired within the specified guaranteed repair time. The Developer will submit monthly, quarterly, and annual reports showing availability percentages and calculations.

Attachment B

1. **Installation of the RTCS:** Payment will be based on milestone payments, such as:
 - 10% for completed Factory Acceptance Test (i.e., FAT report is approved),
 - 20% for the Developer's receipt of equipment listed in the the Developer's Bill of Materials (BOM),
 - 30% for completed Site Acceptance Testing (i.e., SAT report is approved), and
 - 40% for completed Final System Acceptance.

2. **Installation of the BOS:** Payment will be based on either be a lump sum amount or fixed fee with milestone payments.

3. **Operations of the Cash Lane:** Payment will be based on a monthly amount.

4. **Operations of the BOS/CSC and RTCS Maintenance Prior to Tolling of the New Bridge:** Payment will be based on a fixed monthly amount until the start of tolling of the New Bridge.

5. **Operations of the BOS/CSC and RTCS Maintenance After Tolling of the New Bridge:** The Developer will provide an estimate and the cost drivers for operations and maintenance of the tolling systems for LA 1 for year 1. An audit will be conducted annually of the Developer's costs drivers to determine actual costs to perform these services to establish the next year's tolling operations and maintenance budget. This budget would then be allocated to the New Bridge and LA 1 based on the prorated transactions generated from each toll facility from the prior year (an end of year true-up could also be done). The prorated amount would then be paid on a level, monthly basis for LA 1. Cash transactions from LA 1 will be excluded from this pro rata calculation.

EXHIBIT I

INSURANCE REQUIREMENTS

Section 1 Insurance Coverages Prior to Final Acceptance

The Developer will obtain and maintain, or cause the Design-Build Contractor to obtain and maintain, with the Developer as a named insured, the following insurance coverages during the performance of the Design-Build Work. Policy coverage limits may be achieved through a combination of insurance policies (*e.g.*, primary and/or excess).

(a) Workers Compensation insurance with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of \$1 million bodily injury by accident, each accident, and \$1 million bodily injury by disease, each employee. Coverage shall be extended, if needed, to cover any claims under the United States Longshore and Harbor Workers' Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

(b) Commercial General Liability (CGL) insurance including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$1 million per occurrence and \$2 million annual aggregate applicable on a per project basis. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis. Completed operations coverage shall continue to be carried for a period of at least five (5) years after Final Acceptance.

(c) Business automobile liability insurance with a limit of at least \$1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis.

(d) Umbrella excess coverage in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$25 million per occurrence and in the aggregate. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis.

(e) Builder's Risk Insurance and Delayed Start Up Insurance for physical loss, destruction, or physical damage to the Work. The Builder's Risk insurance will cover the Developer, the Design-Build Contractor, the LA DOTD, and other Contractors of all tiers prior to Final Acceptance; provided, that the limits of such coverage may be based on a maximum probable loss analysis, subject to the LA DOTD's approval of such maximum probable loss analysis by an independent third party acceptable to the LA DOTD. In no event will the limits of such coverage be less than \$50 million. Further, the policy will include sub-limits of no less than \$10 million per coverage extension for certain specified perils including, but not limited to: Offsite Storage, Property in Transit, Expediting Expenses, Demolition and Increased Cost of Construction, Debris Removal and Professional Fees / Loss adjustment expenses. Coverage will include, but not be limited to, the following: right to partial occupancy; earthquake; earth

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movement; flood; windstorm, transit; temporary and permanent works; expediting expenses; debris removal; offsite storage; delayed opening and delayed completion with an indemnity period of not less than 12 months.

(f) If the Project includes work within a railway ROW, Railroad Protective Liability Insurance must be purchased on behalf of the railway by the Developer. The standards for Railroad Protective Liability Insurance must be in accordance with provisions of the Federal Aid Policy Guide (FAPG) Part 646 as amended. The limits of liability must be as follows: Combined Single Limit for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property: \$2 million per occurrence with an aggregate of \$6 million for the term of the policy. The Developer will furnish to the railway the Railroad Protective Liability Insurance Policy and certificates evidencing the CGL coverage required above. The Railroad Protective Liability Insurance Policy and insurance certificates must be approved by the railway before any Work may be started on the railway's property by the Developer, Design-Build Contractor or its subcontractors. In addition, the Developer will furnish evidence of commitment by the insurance company to notify the railway and the LA DOTD in writing of any material change, expiration, or cancellation of the policy not less than 30 Days before such change, expiration, or cancellation is effective. The insurance specified must be kept in force until Final Acceptance.

(g) Professional liability coverage on a project-specific basis covering the Design-Build Contractor's liability for acts, errors, or omissions arising in connection with the Design-Build Work, for not less than \$10 million any one claim and in the aggregate. Such insurance, which may be purchased and maintained by the Design-Build Contractor's lead design engineer or the Design-Build Contractor itself, will remain in full force and effect during the performance of the Design-Build Work and for a period of five years after Final Acceptance. If the Design-Build Contractor would prefer, the LA DOTD will accept a two-policy approach that would include \$5 million of professional liability insurance carried by the lead design engineer and a \$5 million contractor's professional liability insurance policy carried by the Design-Build Contractor, each on a project-specific basis. The LA DOTD would also consider an approach utilizing a Contractors Professional Protective Insurance indemnity policy, subject to review and approval of details. The LA DOTD is to be named on any such policies as an indemnified party.

(h) Contractor's Pollution Liability Insurance to indemnify for bodily injury, property damage, or amounts which the Developer, its employees, its agents, or its Contractors are legally obligated to pay for cleanup/remediation work arising out of the Design-Build Work. Such insurance will have minimum limits of \$10 million any one claim and in the aggregate and will remain in full force and effect starting at the commencement of construction through five years completed operations extension after Final Acceptance. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis. The Developer shall also, if appropriate, provide coverage for marine operations and for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2762) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601-9675) either under the Contractor's Pollution Liability Insurance policy or the Marine Protection and Indemnity Insurance required herein.

(i) Marine Protection and Indemnity Insurance with respect to bodily injury or property damage arising from marine operations including damage to piers, wharves, other fixed

or movable structures, and loss or damage to any other vessel, craft, or property on such other vessel or craft. Such insurance will have minimum limits of \$5 million in the aggregate. The Developer is not obligated to purchase a Project-specific Marine Protection and Indemnity Insurance, but will cause such insurance coverage to name the LA DOTD as an additional insured on a primary, noncontributory basis.

(j) A separate Owner's Protective Liability (OPL) policy must be supplied by the Developer naming the LA DOTD and the State of Louisiana as named insureds. The required per occurrence/aggregate amount must be \$10 million.

Section 2 Insurance Coverages Required for the Project During the Operating Period

The Developer will obtain and maintain, or cause the O&M Contractor to obtain and maintain, the following insurance coverages applicable to the O&M Work. Policy coverage limits may be achieved through a combination of insurance policies (*e.g.*, primary and/or excess) and need not be project-specific unless provided otherwise below.

- (a) Workers Compensation insurance will be required in accordance with Section 1(a).
- (b) Commercial General Liability (CGL) insurance will be required in accordance with Section 1(b).
- (c) Business automobile liability insurance will be required in accordance with Section 1(c).
- (d) Umbrella excess coverage will be required in accordance with Section 1(d).
- (e) Marine Protection and Indemnity Insurance will be required in accordance with Section 1(i).
- (f) Property and Business Interruption Insurance at replacement cost covering the Developer and the LA DOTD for loss, damage, or destruction to the Project, including improvements and betterments; provided, that the limits of such coverage may be based on a maximum probable loss analysis, subject to the LA DOTD's approval of such maximum probable loss analysis by an independent third party acceptable to the LA DOTD. In no event will the limits of such coverage be less than \$50 million. Further, the policy will include sub-limits of no less than \$10 million per coverage extension for certain specified perils including, but not limited to, the following: flood; earthquake; earth movement; windstorm, collapse; water (including overflow) leakage; utility interruption; debris removal; business ordinance or law for increased costs of construction; extra expenses; valuable papers; and terrorism. Subject to the applicable deductible, such coverage also will insure against interruption or loss of projected Toll Revenues for at least six months from the occurrence of the risk, resulting from physical damage to the Project and any relevant feeder roads. The Developer is responsible for all loss or damage to personal property (including but not limited to materials, fixtures/contents, equipment, tools, and supplies) of the Developer.

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(g) Pollution Liability Insurance to indemnify for bodily injury, property damage, or amounts which the Developer, its employees, its agents, or its Contractors are legally obligated to pay for cleanup/remediation work arising out of the O&M Work. Such insurance will have minimum limits of \$2 million any one claim and in the aggregate. The LA DOTD is to be named as an additional insured on a primary, non-contributory basis. The Developer shall also, if appropriate, provide coverage for marine operations and for liabilities under the Oil Pollution Act of 1990 (33 U.S.C. §§ 2701-2762) and the Comprehensive Environmental Response, Liability, and Compensation Act (42 U.S.C. §§ 9601-9675) under the Contractor's Pollution Liability Insurance policy or Marine Protection Indemnity Insurance required herein.

(h) If the Project includes construction work within a railway ROW, Railroad Protective Liability Insurance must be purchased on behalf of the railway by the Developer or O&M Contractor for the period of construction within the railway ROW. The standards for Railroad Protective Liability Insurance must be in accordance with provisions of the Federal Aid Policy Guide (FAPG) Part 646 as amended. The limits of liability must be as follows: Combined Single Limit for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property: \$2 million per occurrence with an aggregate of \$6 million for the term of the policy. The Developer will furnish to the railway the Railroad Protective Liability Insurance Policy and certificates evidencing the CGL coverage required above. The Railroad Protective Liability Insurance Policy and insurance certificates must be approved by the railway before any construction work may be started on the railway's property by the Developer, O&M Contractor or its subcontractors. In addition, the Developer will furnish evidence of commitment by the insurance company to notify the railway and the LA DOTD in writing of any material change, expiration, or cancellation of the policy not less than 30 Days before such change, expiration, or cancellation is effective.

(i) Professional Liability Insurance covering the O&M Contractor for liabilities arising out of the provision of professional services with a limit of not less than \$3 million any one claim and in the aggregate. Such insurance, which may be purchased and maintained by the O&M Contractor's lead design engineer or the O&M Contractor itself, will remain in full force and effect during the performance of the O&M Work and with an extended reporting period for five years after such professional services are completed. If the O&M Contractor is not an insured under the lead design engineer's policy, the O&M Contractor will maintain a separate Contractor's Professional Liability Insurance policy for the period of the O&M Work and for at least five years thereafter with a limit not less than \$3 million per claim and in the aggregate. The LA DOTD would also consider an approach utilizing a Contractors Professional Protective Insurance indemnity policy, subject to review and approval of details.

(j) A separate Owner's Protective Liability (OPL) policy must be supplied by the Developer naming the LA DOTD and the State of Louisiana as named insureds. The required per occurrence/aggregate amount must be \$5 million.

Section 3 Additional Insurance Requirements

(a) The following must be included as provisions in each policy:

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(1) The insurance company(ies) issuing the policy(ies) must have no recourse against the State of Louisiana and the LA DOTD for payment of any premiums or for assessments under any form of the policy; and

(2) Any and all deductibles and self-insured retentions in the above described insurance policy(ies) must be assumed by and be at the sole risk of the Developer and its Contractors.

(b) Insurance is to be placed with insurance companies authorized in the State of Louisiana with an A. M. Best's rating of A-: VI or higher. This rating requirement may be waived for Workers' Compensation coverage only.

(c) Should any policies be canceled, the Developer will immediately notify the LA DOTD.

(d) Upon failure of the Developer to furnish, deliver, and maintain such insurance as required or provide proof of insurance on a yearly basis or as requested by the LA DOTD, the Agreement, at the election of the LA DOTD, may be immediately declared suspended, discontinued, or terminated in accordance with the Contract Documents until the Developer provides evidence of compliance. Failure of the Developer to maintain any required insurance will not relieve the Developer from any liability under the Agreement, nor will the insurance requirements be construed to conflict with the obligations of the Developer concerning indemnification under the Agreement.

(e) The Developer is responsible for requiring and verifying that all Contractors working on the Project maintain appropriate types and levels of insurance coverage.

EXHIBIT J

- Exhibit J-1 Design-Build Payment Bond Form
- Exhibit J-2 Multiple Obligee Rider Design-Build Payment Bond
- Exhibit J-3 Expedited Dispute Resolution Bond (P3 Form)
- Exhibit J-4 Multiple Obligee Rider for Expedited Dispute Resolution Bond
- Exhibit J-5 Design-Build Payment and Performance Bonds Form
- Exhibit J-6 Multiple Obligee Rider Design-Build Payment and Performance Bonds Form

EXHIBIT J-1

DESIGN-BUILD PAYMENT BOND FORM

Be it known that Traylor – Massman, Joint Venture as Principal and Travelers Casualty and Surety Company of America and _____ as Surety(ies), meeting the requirements of Louisiana Revised Statutes 48:255(D), hereby bind themselves, in solido, to Plenary Infrastructure Belle Chasse LLC and, subject to the terms and conditions of any Multiple Obligees Rider issued by Surety in connection with this Bond, to such additional obligees that may be named in such Multiple Obligees Rider, and other potential Claimants as defined in Louisiana Revised Statutes 48:256.5, for all payment obligations incurred by the Principal under its Contract for the design and construction of State Project No. H.004791, in 100% of the Contract Price (\$**[Insert the total contract amount of the Design-Build Contract]**) for this Payment Bond. The obligations of the Principal and Surety under this Payment Bond must continue in full force and effect until all materials, equipment, and labor have been provided for the design and construction of the Project. The parties acknowledge that this Bond is given under the provisions and limitations contained in Louisiana Revised Statutes 48:250, et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves and their heirs, successors, and assigns, in solido, under the following Bond:

PAYMENT BOND. To Plenary Infrastructure Belle Chasse LLC and all Claimants in the full sum of \$**[Insert the total contract amount]** (100% of the Contract Price), in order to secure the full and timely claims under the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (Project) for the design and construction of the Project. The parties agree this Bond is statutory in nature and governed by Louisiana Revised Statutes 48:256.3. Claims pursuant to Louisiana Revised Statutes 48:256.5 must be made to the Undersecretary, LA DOTD, Headquarters Administration Building, Room 302G, 1201 Capitol Access Road, Baton Rouge, LA 70802.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all monies due to all persons furnishing labor or materials to it or its subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise to remain in full force and effect.

In witness whereof we have signed this instrument as dated.

Traylor – Massman, Joint Venture

Witness

By: _____
Principal Date

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Surety

Witness By: _____ Attorney-in-Fact (Seal) Date

Surety

Witness By: _____ Attorney-in-Fact (Seal) Date

A copy of the Contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the Contract Bonds should be directed to:

SURETY

SURETY

Agent or Representative

Agent or Representative

Address

Address

Telephone Number

Telephone Number

Facsimile Number

Facsimile Number

EXHIBIT J-2

**MULTIPLE OBLIGEE RIDER DESIGN-BUILD
PAYMENT BOND**

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. _____ (“Design-Build Payment Bond”).

WHEREAS, on or about the ___ day of _____, 20___, Traylor – Massman, Joint Venture, (“Principal”), entered into a contract bearing the date of _____, 20___ (“Contract”) with Plenary Infrastructure Belle Chasse LLC, (“Primary Obligee”) related to the performance of design and construction work for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (“Project”); and

WHEREAS, the Primary Obligee requires that Principal provide the Design-Build Payment Bond and that the Louisiana Department of Transportation and Development (LA DOTD) and U.S. Bank National Association (“Additional Obligees”) be named as additional obligees under the Design-Build Payment Bond; and

WHEREAS, Principal and the Surety identified below have agreed to execute and deliver this Rider concurrently with the issuance of the Design-Build Payment Bond, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligees are hereby added to the Design-Build Payment Bond as named obligees.
2. The aggregate liability of the Surety to the Primary Obligee and the Additional Obligees is limited to the sum of the Design-Build Payment Bond.
3. The Additional Obligees’ rights under the Design-Build Payment Bond are subject to the same defenses that the Principal and/or the Surety have against the Primary Obligee.

In witness whereof we have signed this instrument as dated.

Traylor – Massman, Joint Venture

_____ By _____
Witness Principal Date

Louisiana Department of Transportation and Development

Surety

Witness

By _____
Attorney-in-Fact (Seal) Date

Surety

Witness

By _____
Attorney-in-Fact (Seal) Date

EXHIBIT J-3

**Expedited Dispute Resolution Bond
(P3 Form)**

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, Plenary Infrastructure Belle Chasse LLC (the “Obligee”) awarded to Traylor – Massman, Joint Venture (the “Principal”), a contract, dated _____ (the “Contract”) for performance of design and construction work for a project known as Belle Chasse Bridge & Tunnel Replacement Plaquemines Parish, Louisiana (the “Project”) (capitalized terms used herein but not otherwise defined have the meanings given to such terms in the Contract);

AND WHEREAS, it is one of the conditions of the Contract that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal, and Travelers Casualty and Surety Company of America, and _____, each duly authorized to do business in the State of _____, (herein collectively referred to as “Surety”), are firmly bound and held unto the Obligee, and, subject to the terms and conditions of any Multiple Obligee Rider issued by Surety in connection with this Bond, to such additional obligees that may be named in such Multiple Obligee Rider, in the penal sum of _____ Dollars (\$_____), good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Obligee, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. If Principal shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, and obligations under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on Principal’s part to be kept and performed at the time and in the manner therein specified, if Principal shall indemnify and save harmless the Obligee, its directors, officers, employees and agents, as therein stipulated, and if Principal shall reimburse upon demand of Obligee any sums paid the Principal that exceed the final payment determined to be due upon completion of the Project, then these presents shall become null and void; otherwise they shall remain in full force and effect unconditionally, irrevocably and shall be non-cancellable; provided, however, that this Bond shall be released one year after Final Acceptance of the Project by Obligee.
2. The obligations covered by this Bond specifically include liability for liquidated damages, amounts due upon termination of the Contract, and warranties as specified in the Contract, but in no event shall the Surety’s aggregate liability exceed the penal sum of this Bond.
3. The obligations covered by this Bond solely cover the work to be performed by the Principal under the Contract.\

Louisiana Department of Transportation and Development

4. The Surety agrees that no fraud practiced by any person other than the Obligee(s) seeking to recover on this Bond, as well as no change, extension of time, alterations, additions, omissions or other modifications of the terms of the following shall in any way affect Surety's obligations on this Bond, and it does hereby waive notice of such changes, extensions of time, alterations, additions, omissions or other modifications to:

- a) the Contract, or
- b) in the Work to be performed with respect to the Project, or
- c) in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or
- d) any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of Obligee(s) otherwise entitled to recover under this Bond.

5. Surety agrees that payments made to laborers, contractors, subcontractors and suppliers to satisfy claims on any payment bond that Surety may issue in conjunction herewith do not reduce the penal sum of this Bond. Payments made to laborers, contractors, subcontractors or suppliers under any agreement wherein Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

6. Whenever Principal shall be, and is declared by Obligee to be in default under the Contract, there being no material Obligee default under the Contract, Surety shall within fifteen (15) days of receipt of a letter from Obligee in the form set forth in Schedule A:

- a) remedy such default, or
- b) complete the design and construction work and other obligations covered by this Bond in accordance with the terms and conditions of the Contract then in effect, or
- c) select a contractor or contractors to complete all design and construction work and other obligations covered by this Bond in accordance with the terms and conditions of the Contract then in effect, using a contractor or contractors approved by Obligee as required by the Contract (provided, that Surety may not select the Principal or any affiliate of the Principal to complete the Work for and on behalf of Surety without Obligee's express written consent), arrange for a contract meeting the requirements of the Contract between such contractor or contractors and Obligee, and make available as design and construction work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the contract price; but not exceeding, including other costs and damages for which Surety is liable hereunder, the bonded sum; or

- d) waive Surety's right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances after investigation, determine the amount for which it is liable to Obligee and, promptly (and in any event within five (5) business days after the fifteen (15) day period referenced above in Paragraph 6) make payment to Obligee.

7. In the event that Surety disputes its liability pursuant to this Bond, which includes any allegations of fraud, or Obligee disputes the Surety's payment pursuant to 6(b) above, such dispute shall be determined in the first instance in accordance with the dispute resolution process ("DRP") attached hereto as Schedule B. A Decision, as defined in Schedule B, shall be rendered within thirty (30) days of the Adjudication Commencement Date, or as otherwise extended pursuant to the DRP. The Decision shall be binding on Surety, Principal and Obligee (and any outstanding payment determined to be due by the Surety shall be immediately due and payable) but subject to each party's right to a de novo appeal of the Decision to a court of competent jurisdiction. Unless or until such time as a court of competent jurisdiction issues an order or ruling that conflicts with the Decision, either in whole or in part, all parties shall perform in accordance with the Decision and Paragraph 6 of this Bond. For purposes of this paragraph, if Surety fails to make an election within the fifteen (15) days set forth in Paragraph 6 of this Bond, the claim shall be deemed to be disputed.

Surety shall be fully liable under this Bond up to the full penal sum hereof, regardless of any modifications (of whatever amount) to the Contract amount, provided that Surety's obligations under this Bond shall not be greater than those of Principal under the Contract.

8. [Use in case of multiple or co-sureties] The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Obligee(s) will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligee(s) to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Obligee designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be Aaron Blankenship, whose contact information is:

BSIclaims@travelers.com
Aaron Blankenship
Travelers
4000 Kruse Way Pl
Building 1, Suite 255
Lake Oswego OR USA 97035-5545

9. Schedules A and B are an integral part of this Bond and are specifically incorporated herein as if set out in full in the body of this Bond.

10. If any provision of this Bond is found to be unenforceable as a matter of law, all other provisions shall remain in full force and effect.

Louisiana Department of Transportation and Development

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
on this ____ day of _____, 20__.

PRINCIPAL (full legal name):

Address: _____

By: _____

Title: _____

Contact Name: _____

Phone: _____

SURETY (full legal name):

Address: _____

By: _____

Title: _____

Contact Name: _____

Phone: _____

SURETY (full legal name):

Address: _____

By: _____

Title: _____

Contact Name: _____

Phone: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

Louisiana Department of Transportation and Development

[Note: A copy of a certificate that the Surety (or Co-Sureties) is (are) authorized to transact business in _____ must be attached.]

[Note: The Bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but are not a members of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be attached.]

EXHIBIT J-3

**SCHEDULE A
FORM OF DEMAND**

Date

Travelers Casualty & Surety Company of America
Attention: _____
One Tower Square
Hartford, CT 06183

Re: Performance Bond No.: _____ (the "Bond")
Principal: _____ (the "Principal")
Obligee: _____ (the "Obligee")
Contract: _____ (the "Contract")

Dear Sir:

Pursuant to the Bond the Obligee hereby certifies that:

1. Principal is and continues to be in default of Principal's obligations under the Contract;
2. Obligee has issued a notice of default to the Principal in accordance with the provisions of the Contract; and
3. Obligee has honored and will continue to honor and perform in all material respects its obligations under the Contract.

We hereby demand that Surety honor its obligations under the Bond forthwith.

Obligee acknowledges that if Surety intends to dispute its liability pursuant to the Bond, then the parties shall proceed immediately with the DRP set forth in Schedule B.

Yours truly,

Obligee

By: _____

Name: _____

Title: _____

EXHIBIT J-3

**SCHEDULE B
DISPUTE RESOLUTION PROCESS**

Given the on default nature of the Bond, the Principal, the Surety and the Obligee acknowledge that they may not agree whether the Surety is liable to make payment pursuant to the Bond. In order to ensure that such disputes are determined quickly so as to allow for the orderly and timely completion of the Contract, the Principal, the Surety and the Obligee agree to submit such disputes to the dispute resolution process set out below. Terms not defined herein shall have the meaning ascribed to them in the body of the Bond. The parties acknowledge that any decision rendered in the DRP (an “Award”) will be binding during the completion of the Contract, but subject to appeal de novo by any party at any time to a court of competent jurisdiction. Pending an Award, the Principal and Obligee shall continue to perform their respective obligations under the Contract, including but not limited to performing work and paying for such work.

1. “Dispute” means a disagreement as to the Surety’s liability pursuant to the Bond following Obligee’s Demand.
2. Disputes shall be submitted for binding resolution to adjudication (“Adjudication”) administered by JAMS – The Resolution Experts! (“JAMS”) in accordance with the procedure set out below.
3. Surety or Obligee shall demand Adjudication by filing an Adjudication statement electronically with JAMS, and serving electronic copies by email upon Principal and Obligee, utilizing the electronic forms and filing directions provided by JAMS on its website at www.jamsadr.com. The Adjudication statement shall set forth in detail the factual and legal issues submitted for Adjudication and shall be sent no later than 10 days following Obligee’s Demand.
4. Within three (3) business days after the Adjudication statement is filed and served, the parties shall appoint an adjudicator (the “Adjudicator”) who shall be a panelist on the JAMS Global Engineering & Construction Panel (“JAMS GEC Panel”) of dispute adjudicators. If the parties fail to appoint an Adjudicator within the three (3) business day period, JAMS shall administratively appoint an Adjudicator from the JAMS GEC Panel. The Adjudicator shall be under a duty to act impartially and fairly and shall serve as an independent neutral. At all times during and after the Adjudication the Adjudicator shall be shielded by quasi-judicial immunity from suit or other legal process.
5. The Adjudication shall commence on the date that JAMS receives the Adjudication statement and initial deposit of funds, and confirms the appointment of the Adjudicator (the “Adjudication Commencement Date”). Unless the Adjudicator decides otherwise, the Principal, the Surety and the Obligee shall pay the final fees and expenses of Adjudication as set forth in the Contract. If the Adjudicator determines that Principal and Surety are aligned and have the same commonality of interest against Obligee, Principal and Surety jointly shall be charged with one share and Obligee will be charged with one share. Should any party fail to deposit funds as required by JAMS, any other party may advance the deposit, and the amount of that advanced deposit will be taken into consideration in the Adjudicator’s decision.

6. Upon commencement of the Adjudication, the Adjudicator is empowered to take the initiative in ascertaining the facts and the law, and to exercise sole discretion in managing the Adjudication process. Among other things, the Adjudicator may require the parties to make additional factual submissions such as sworn witness statements and business documents, may interview important witnesses after notice to the parties and affording opportunity to attend, may request and consider expert reports and may call for memoranda on legal issues. Notwithstanding the foregoing, the Adjudicator must decide the following questions:

- a) Is Principal in default of Principal's Obligations?
- b) Has Obligee complied in all material respects with its obligations in good faith pursuant to the Design Build Contract?
- c) Is Surety liable to perform in accordance with Paragraph 6 of the Bond?

7. The Adjudicator shall issue a written decision (the "Decision") which shall be binding upon and enforceable by the parties through the completion of the Principal's obligations. Any payment required in the Decision shall be made immediately. The Decision shall be issued through JAMS as soon as practicable but in no event later than thirty (30) calendar days after the Adjudication Commencement Date, or within any later time agreed upon by the parties. Unless the parties agree otherwise, the Decision shall state reasons therefore and shall be admissible in later administrative, arbitral or judicial proceedings between the parties.

8. This thirty (30) calendar day period may be extended by the Adjudicator in its sole discretion for no more than fourteen (14) days in the event that JAMS has requested any party to make an additional fee and expense deposit and such funds have not been deposited as requested or advanced by another party provided that the Decision must be issued no later than the last day of such additional fourteen (14) day period.

9. Any Party may request clarification of the Decision within five (5) business days of its issuance, and the Adjudicator shall provide clarification within five (5) business days thereafter. Said clarification shall not delay any required payment. Any Decision issued with respect to any payment due by the Surety must require that such amount is immediately due and payable, and shall not provide for any additional period to make payment.

10. Upon any settlement by the parties of the dispute prior to issuance of a Decision, the parties shall jointly terminate the Adjudication. Such removal or termination shall not affect the parties' continuing joint and several obligations for payment to JAMS of unpaid fees and expenses.

11. The parties shall comply with the Decision, unless and until it is subsequently vacated or modified. If the Decision is that the Surety is liable to perform in accordance with Paragraph 6 of the Bond, then notwithstanding the commencement of any appeal de novo of the Decision, Surety shall perform in accordance with the terms of the Bond until Principal's obligations are completed, but not to exceed the penal sum of this Bond.

EXHIBIT J-4

MULTIPLE OBLIGEE RIDER FOR EXPEDITED DISPUTE RESOLUTION BOND

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. ____ (“Expedited Dispute Resolution Bond”).

WHEREAS, on or about the _____ day of _____, 20____, Traylor – Massman, Joint Venture, (“Principal”), entered into a contract bearing the date of _____, 20____ (“Contract”) with Plenary Infrastructure Belle Chasse LLC, (“Primary Obligees”) related to the performance of design and construction work for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (“Project”); and

WHEREAS, the Primary Obligees requires that Principal provide the Expedited Dispute Resolution Bond and that the Louisiana Department of Transportation and Development (LA DOTD) P.O. Box 94245, Baton Rouge, LA 70804-9245 and U.S. Bank National Association, 633 West 5th Street, 24th Floor, Los Angeles, CA 90071 be named as additional obligee(s) under the Expedited Dispute Resolution Bond; and

WHEREAS, Principal and the Surety identified below have agreed to execute and deliver this Rider concurrently with the issuance of the Expedited Dispute Resolution Bond, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligees are hereby added to the Expedited Dispute Resolution Bond as named obligees
2. The aggregate liability of the Surety to the Primary Obligees and the Additional Obligees is limited to the sum of the Expedited Dispute Resolution Bond.
3. The Additional Obligees’ rights under the Expedited Dispute Resolution Bond are subject to the same defenses that the Principal and/or the Surety have against the Primary Obligees.

In witness whereof we have signed this instrument as dated.

Traylor – Massman, Joint Venture

_____ By _____
Witness Principal Date

Louisiana Department of Transportation and Development

Surety

Witness By _____ Attorney-in-Fact (Seal) Date

Surety

Witness By _____ Attorney-in-Fact (Seal) Date

EXHIBIT J-5

DESIGN-BUILD PAYMENT AND PERFORMANCE BONDS FORM

Bond No. SU61656 Aspen
ES00003167 Everest

Be it known that **Kapsch TrafficCom USA, Inc.** as Principal and **Aspen American Insurance Company and Everest Reinsurance Company** as Sureties, meeting the requirements of Louisiana Revised Statutes 48:255(D), hereby bind themselves, in solido, to **Plenary Louisiana Tolling LLC**, and to such additional obligees that execute the attached rider hereto, for all obligations incurred by the Principal under its Contract dated [●, 2019] for the **Tolling DB Work in respect of State Project No. H.004791** (the “Contract”), in an amount equal to 100% of the Contract Price, being **Eleven Million Nine Hundred Ten Thousand Three Hundred Forty One and 00/100 (\$11,910,341.00)** (the “Bond Amount”) for the Payment Bond and in an amount equal to the Bond Amount for the Performance Bond. The obligations of the Principal and Sureties under these Payment and Performance Bonds must continue in full force and effect until all materials, equipment, and labor have been provided for the Tolling DB Work in respect of the Project, and all requirements contained in the Contract for the Tolling DB Work in respect of the Project have been completed in a timely, thorough, and workmanlike manner. The parties acknowledge that these Bonds are given under the provisions and limitations contained in Louisiana Revised Statutes 48:250, et seq.

By this instrument(s), the Principal and Sureties specifically bind themselves and their heirs, successors, and assigns, in solido, under the following Bonds:

PAYMENT BOND. To **Plenary Louisiana Tolling LLC**, all “Claimants”, as defined in Louisiana Revised Statutes 48:256.5, and such additional obligees that execute the attached rider hereto, in the full sum equal to the Bond Amount, in order to secure the full and timely claims relating to the Tolling DB Work in respect of the Project pursuant to the Contract. The parties agree this Bond is statutory in nature and governed by Louisiana Revised Statutes 48:256.3. Claims pursuant to Louisiana Revised Statutes 48:256.5 must be made to the Undersecretary, LA DOTD, Headquarters Administration Building, Room 302G, 1201 Capitol Access Road, Baton Rouge, LA 70802.

PERFORMANCE BOND. To **Plenary Louisiana Tolling LLC** and such additional obligees that execute the attached rider hereto, in the full sum equal to the Bond Amount, in order to secure the full and faithful performance and timely completion of the Tolling DB Work in respect of the Project pursuant to the Contract, inclusive of overpayments to **Kapsch TrafficCom USA, Inc.** and stipulated damages as assessed.

Louisiana Department of Transportation and Development

The Sureties agree that the Bonds are subject to rights of the lenders pursuant to the Direct Agreement dated [●, 2019] among the **Plenary Infrastructure Belle Chasse LLC, U.S. Bank National Association** as Collateral Agent on behalf of the lenders and **Kapsch TrafficCom USA, Inc.**

Terms used and not defined herein have the meanings ascribed thereto in the Contract.

The obligations of the Sureties hereunder shall be joint and several.

In witness whereof we have signed this instrument as dated.

Kapsch TrafficCom USA, Inc.

_____ By: _____
Witness Principal Date

Surety: Aspen American Insurance Company

_____ By: _____
Witness Attorney-in-Fact (Seal) Date

Surety: Everest Reinsurance Company

_____ By: _____
Witness Attorney-in-Fact (Seal) Date

A copy of the Contract and subsequent correspondence/communication from the obligees of the Bonds with respect to the Bonds should be directed to:	
_____ SURETY	_____ SURETY
_____ Agent or Representative	_____ Agent or Representative
_____ Address	_____ Address
_____ 	_____
_____ Telephone Number	_____ Telephone Number
_____ Facsimile Number	_____ Facsimile Number

EXHIBIT J-6

**MULTIPLE OBLIGEE RIDER DESIGN-BUILD
PAYMENT AND PERFORMANCE BONDS FORM**

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. SU61656-ES00003167_ (“**Design-Build Payment and Performance Bonds**”).

WHEREAS, on or about the ____ day of _____, 2019, **Kapsch TrafficCom USA, Inc.**, (“**Principal**”), entered into a contract bearing the date of _____, 2019 (“**Contract**”) with **Plenary Louisiana Tolling LLC**, (“**Primary Obligee**”) related to the performance of **Tolling DB Work in respect of State Project No. H.004791** for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (“**Project**”); and

WHEREAS, the Primary Obligee requires that Principal provide the Design-Build Payment and Performance Bonds and that the **Louisiana Department of Transportation & Development, Plenary Infrastructure Belle Chasse LLC** and **U.S. Bank National Association** as Collateral Agent on behalf of the lenders (“**Additional Obligees**”) be named as additional obligees under the Design-Build Payment and Performance Bonds; and

WHEREAS, Principal and the Sureties identified below have agreed to execute and deliver this Rider concurrently with the issuance of the Design-Build Payment and Performance Bonds, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligees are hereby added to the Design-Build Payment and Performance Bonds as named obligees.
2. The aggregate liability of the Sureties to the Primary Obligee and the Additional Obligees is limited to the sum of the Design-Build Payment and Performance Bonds.
3. The Additional Obligees’ rights under the Design-Build Payment and Performance Bonds are subject to the same defenses that the Principal and/or the Sureties have against the Primary Obligee.

In witness whereof we have signed this instrument as dated.

Kapsch TrafficCom USA, Inc.

Witness By _____ Principal _____ Date

Louisiana Department of Transportation and Development

Surety: **Aspen American Insurance Company**

Witness By _____ Attorney-in-Fact (Seal) Date

Surety: **Everest Reinsurance Company**

Witness By _____ Attorney-in-Fact (Seal) Date

Additional Oblige: **Louisiana Department of Transportation & Development**

Witness By _____ Date

Additional Oblige: **U.S. Bank National Association s Collateral Agent**

Witness By _____ Date

Additional Oblige: **Plenary Infrastructure Belle Chasse LLC**

Witness By _____ Date

EXHIBIT K

O&M PAYMENT AND PERFORMANCE BONDS FORM

Be it known that _____ as Principal [**Insert name of Developer or Maintenance Contractor**] and _____ as Surety(ies), meeting the requirements of Louisiana Revised Statutes 48:255(D), hereby bind themselves, in solido, to _____ [**Option 1: Insert the Louisiana Department of Transportation and Development (LA DOTD) if Principal is Developer**] [**Option 2: Insert Developer if Principal is Maintenance Contractor and include the Louisiana Department of Transportation and Development (LA DOTD) and any other additional obligees by executing the attached rider**], and other potential claimants, for all obligations incurred by the Principal under its Contract for the maintenance of State Project No. H.004791, in the amount of \$[**Insert amount required under Section 16.07(b) of the Comprehensive Agreement**] for the Payment Bond and in the amount of \$[**Insert amount required under Section 16.07(b) of the Comprehensive Agreement**] for the Performance Bond. The obligations of the Principal and Surety under these Payment and Performance Bonds must continue in full force and effect until all materials, equipment, and labor have been provided for the maintenance of the Project, and all requirements contained in the Contract for the maintenance of the Project have been completed in a timely, thorough, and workmanlike manner. The parties acknowledge that these Bonds are given under the provisions and limitations contained in Louisiana Revised Statutes 48:250, et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves and their heirs, successors, and assigns, in solido, under the following Bonds:

PAYMENT BOND. To _____ [**Option 1: Insert the Louisiana Department of Transportation and Development (LA DOTD) if Principal is Developer**] [**Option 2: Insert Developer if Principal is Maintenance Contractor and include the Louisiana Department of Transportation and Development (LA DOTD) and any other additional obligees by executing the attached rider**] and all "Claimants," as defined in Louisiana Revised Statutes 48:256.5, in the full sum of \$[**Insert amount required under Section 16.07(b) of the Comprehensive Agreement**] in order to secure the full and timely claims under the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (Project) for the maintenance of the Project. The parties agree this Bond is statutory in nature and governed by Louisiana Revised Statutes 48:256.3. Claims pursuant to Louisiana Revised Statutes 48:256.5 must be made to the Undersecretary, LA DOTD, Headquarters Administration Building, Room 302G, 1201 Capitol Access Road, Baton Rouge, LA 70802.

Louisiana Department of Transportation and Development

PERFORMANCE BOND. To _____ [Option 1: Insert the Louisiana Department of Transportation and Development (LA DOTD) if Principal is Developer] [Option 2: Insert Developer if Principal is Maintenance Contractor and include the Louisiana Department of Transportation and Development (LA DOTD) and any other additional obligees by executing the attached rider] in the full sum of \$[Insert amount required under Section 16.07(b) of the Comprehensive Agreement], in order to secure the full and faithful performance and timely completion of maintenance of the Project according to the Contract, inclusive of overpayments to [Insert name of Developer or O&M Contractor] and stipulated damages as assessed.

Surety agrees that the performance bond is subject to rights of the lenders pursuant to the Direct Agreement dated [●] between the LA DOTD and the Developer. *[Note: This language will be deleted if there is no Direct Agreement]*

In witness whereof we have signed this instrument as dated.

[Insert name of Developer or Maintenance Contractor]

_____ Witness	By _____ Principal	_____ Date
	Surety	
_____ Witness	By _____ Attorney-in-Fact	_____ (Seal) Date
	Surety	
_____ Witness	By _____ Attorney-in-Fact	_____ (Seal) Date

Louisiana Department of Transportation and Development

A copy of the Contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the Contract Bonds should be directed to:

SURETY

SURETY

Agent or Representative

Agent or Representative

Address

Address

Telephone Number

Telephone Number

Facsimile Number

Facsimile Number

EXHIBIT K-A

**MULTIPLE OBLIGEE RIDER O&M
PAYMENT AND PERFORMANCE BONDS FORM**

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. _____ (“O&M Payment and Performance Bonds”).

WHEREAS, on or about the ____ day of _____, 20____, _____ [Insert name of Maintenance Contractor], (“Principal”), entered into a contract bearing the date of _____, 20__ (“Contract”) with _____ [Insert name of Developer], (“Primary Obligee”) related to the performance of the maintenance work for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (“Project”); and

WHEREAS, the Primary Obligee requires that Principal provide the Maintenance Payment and Performance Bonds and that the Louisiana Department of Transportation and Development (LA DOTD) [and _____ [Insert Collateral Agent, if appropriate]] (“Additional Obligee(s)”) be named as additional obligee(s) under the O&M Payment and Performance Bonds; and

WHEREAS, Principal and the Surety identified below have agreed to execute and deliver this Rider concurrently with the issuance of the O&M Payment and Performance Bonds, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Obligee(s) is/are hereby added to the O&M Payment and Performance Bonds as named obligee(s).
2. The aggregate liability of the Surety to the Primary Obligee and the Additional Obligee(s) is limited to the sum of the O&M Payment and Performance Bonds.
3. The Additional Obligee(s)’s rights under the O&M Payment and Performance Bonds are subject to the same defenses that the Principal and/or the Surety have against the Primary Obligee.

In witness whereof we have signed this instrument as dated.

[Insert name of Developer or Maintenance Contractor]

Witness

By: _____
Principal Date

Surety

Louisiana Department of Transportation and Development

Witness

By: _____
Attorney-in-Fact (Seal) Date

Surety

Witness

By: _____
Attorney-in-Fact (Seal) Date

EXHIBIT L

**FEDERAL REQUIREMENTS
[SEE ATTACHED]**

FEDERAL REQUIREMENTS APPENDIX

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Attachment A	Louisiana Department of Transportation and Development Required Contract Provisions for Federal-Aid Construction Contracts
Attachment B	Disadvantaged Business Enterprise in Federal-Aid Construction for Design-Build Contracts
Attachment C	Supplemental Specifications for Specific Equal Employment Opportunity Responsibilities
Attachment D	Supplemental Specifications for Female and Minority Participation in Construction
Attachment E	Wage Determination
Attachment F	Supplemental Specifications for On-the-Job-Training

ATTACHMENT A

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUIRED PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

GENERAL. — The Work herein proposed will be financed in whole or in part with federal funds, and therefore all of the statutes, rules, and regulations promulgated by the federal government and applicable to work financed in whole or in part with federal funds will apply to such Work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Attachment A – Louisiana Department of Transportation and Development Required Provisions for Federal-Aid Construction Projects." When utilized in the "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," the following terms will have the following meanings:

- A) "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA" shall be construed to mean LA DOTD or its authorized representative, including the Department's Project Manager;
- B) "Contractor," "prime contractor," "bidder," or "prospective primary participant" shall be construed to mean the Design-Builder or its authorized representative, including any of its Key Personnel;
- C) "Contract" or "prime contract" shall be construed to mean the Design-Build (DB) Agreement between Design-Builder and LA DOTD for the Project, including all of the Contract Documents referenced therein;
- D) "Subcontractor," "supplier," "vendor," "prospective lower tier participant," or "lower tier subcontractor" shall be construed to mean any Subcontractor or Supplier; and
- E) "Department," "agency," or "department or agency entering into this transaction" shall be construed to mean the LA DOTD, except where a different department or agency is specified.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the Contract for this Work that each Proposer file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such Contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted Proposal. A form to make the non-collusion affidavit statement required by 23 U.S.C. 112 is included in the Request for Proposals (RFP). (*See* Instructions to Proposers, Appendix C – Proposal Forms, Form of Proposal.)

CONVICT PRODUCED MATERIALS

- A) Federal Highway Administration federal-aid projects are subject to 23 Code of Federal Regulations (CFR) 635.417, entitled "Convict produced materials."
- B) Materials produced after July 1, 1991, by convict labor may only be incorporated in a federal-aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison; or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in federal-aid highway construction projects, and the cumulative annual production amount of such materials for use in federal-aid highway construction does not exceed the amount of such materials produced in such project for use in federal-aid highway construction during the 12 month period ending July 1, 1987.

ACCESS TO RECORDS

- A) As required by 49 CFR 18.36(i)(10), the Design-Builder and its Subcontractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of the Design-Builder and Subcontractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof.
- B) The Design-Builder agrees to include this section in each subcontract at each tier, without modification except as appropriate to identify the Subcontractor that will be subject to its provisions.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job

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training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through

independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable

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requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of

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Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or

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shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its

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own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's

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or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an

apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be

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responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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 (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 (1.) of this section, in the sum of \$10 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 (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 (2.) of this section.

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4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons

concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed

when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations

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for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) 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.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to

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the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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 with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A

participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A – EMPLOYMENT AND MATERIALS PREFERENCE FOR

APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State

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Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT B

LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

REQUIRED CONTRACT PROVISIONS FOR
DBE PARTICIPATION IN FEDERAL AID DESIGN-BUILD CONTRACTS
(DBE GOAL PROJECT)

A. AUTHORITY AND DIRECTIVE: The Code of Federal Regulations, Title 49, Part 26 (49 CFR Part 26) as amended and the Louisiana Department of Transportation and Development's (DOTD) Disadvantaged Business Enterprise (DBE) Program are hereby made a part of and incorporated by this reference into this contract. Copies of these documents are available, upon request, from DOTD Compliance Programs Office, P.O. Box 94245, Baton Rouge, LA 70804-9245.

B. POLICY: It is the policy of the DOTD that it shall not discriminate on the basis of race, color, national origin, or sex in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. The DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification of failure to carry out the approved DBE program, the US DOT may impose sanctions as provided for under 49 CFR Part 26 and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C.3801 et seq.).

C. DBE OBLIGATION: The design-builder, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The design-builder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the design-builder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DOTD deems appropriate.

The preceding policy and DBE obligation shall apply to this design-build contract and shall be included in the requirements of any subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of contract and, after notification by DOTD, may result in termination of the contract, a deduction from the contract funds due or to become due the design-builder or other such remedy as DOTD deems appropriate. The design-builder is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial. The term DBE is inclusive of women business enterprises (WBE) and all obligations applicable to DBE shall apply to firms certified and listed as WBE.

D. FAILURE TO COMPLY WITH DBE REQUIREMENTS: The design-builder that is awarded this contract and all subcontractors are hereby advised that failure to carry out the requirements set forth above and in Section G shall constitute a breach of contract and, after notification by DOTD may result in action taken by DOTD as specified in Heading G(6) below. Failure to comply with the DBE requirements shall include but not be limited to failure to meet the established goal and/or failure to submit documentation of good faith efforts; failure to exert a reasonable good faith effort (as determined by DOTD) to meet established goals; and failure to realize the DBE participation set forth on approved Form CS-6AAA (DB) and attachments. The utilization of DBE is in addition to all other equal opportunity requirements of the contract. The design-builder shall include the provisions in Sections B, C and D of these provisions in subcontracts so that such provisions will be binding upon each subcontractor, regular dealer, manufacturer, consultant, or service agency.

E. ELIGIBILITY OF DBE: The DOTD maintains a current list containing the names of firms that have been certified as eligible to participate as DBE on US DOT assisted contracts. This list is not an endorsement of the quality of performance of the firm but is simply an acknowledgment of the firm's eligibility as a DBE. Only DBE listed on this list may be utilized to meet the established DBE goal for these projects.

F. COUNTING DBE PARTICIPATION TOWARD DBE GOALS: DBE participation toward attainment of the goal will be credited on the basis of total subcontract prices agreed to between the design-builder and subcontractors for the work or portions of work being sublet as reflected on Form CS-6AAA (DB) and attachments, in accordance with the DOTD DBE Program, and the following criteria.

- (1) Credit will only be given for use of DBE that are certified by the Louisiana Unified Certification Program. Certification of DBE by other agencies is not recognized.
- (2) The total value of subcontracts awarded for construction and services to an eligible DBE is counted toward the DBE goal provided the DBE performs a commercially useful function. The design-builder is responsible for ensuring that the goal is met using DBE that perform a commercially useful function.

The design-builder shall operate in a manner consistent with the guidelines set forth in the DOTD DBE Program. A commercially useful function is performed when a DBE is responsible for the execution of a distinct element of work by actually managing, supervising, and performing the work in accordance with standard industry practices except when such practices are inconsistent with 49 CFR Part 26 as amended, and the DOTD DBE Program, and when the DBE receives due compensation as agreed upon for the work performed. To determine whether a DBE is performing a commercially useful function, the DOTD shall evaluate the work subcontracted in accordance with the DOTD DBE Program, industry practices and other relevant factors. When an arrangement between the design-builder and the DBE represents standard industry practice, if such arrangement erodes the ownership, control or independence of the DBE, or fails to meet

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the commercially useful function requirement, the design-builder will not receive credit toward the goal.

(3) A DBE design builder may count only the contract amount toward DBE participation for work he/she actually performs and for which he/she is paid. Any subcontract amounts awarded to certified DBE by a DBE prime will also be credited toward DBE participation provided the DBE subcontractor performs a commercially useful function.

(4) A design-builder may count toward the DBE goal 100 percent of verified delivery fees paid to a DBE trucker. The DBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned by the DBE trucker. No credit will be counted for the purchase or sale of material hauled unless the DBE trucker is also a DOTD certified DBE supplier. No credit will be counted unless the DBE trucker is an approved subcontractor.

(5) A design-builder may count toward the DBE goal that portion of the dollar value with a joint venture equal to the percentage of the ownership and control of the DBE partner in the joint venture. Such crediting is subject to a favorable DOTD review of the joint venture agreement. The joint venture agreement shall include a detailed breakdown of the following:

- a. Contract responsibility of the DBE for specific items of work.
- b. Capital participation by the DBE.
- c. Specific equipment to be provided to the joint venture by the DBE.
- d. Specific responsibilities of the DBE in the control of the joint venture.
- e. Specific manpower and skills to be provided to the joint venture by the DBE.
- f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

(6) A design-builder may count toward the DBE goal only expenditures for materials and supplies obtained from DBE suppliers and manufacturers in accordance with the following:

- a. The DBE supplier assumes actual and contractual responsibility for the provision of materials and supplies.
- b. The design-builder may count 100 percent of expenditures made to a DBE manufacturer provided the DBE manufacturer operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the design-builder.
- c. The design-builder may count 60 percent of the expenditures to DBE suppliers who are regular dealers but not manufacturers, provided the DBE supplier

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performs a commercially useful function in the supply process including buying the materials or supplies, maintaining an inventory, and selling materials regularly to the public. Dealers in bulk items such as steel, cement, aggregates and petroleum products are not required to maintain items in stock, but they must own or operate distribution equipment. The DBE supplier shall be certified as such by DOTD.

d. A DBE may not assign or lease portions of its supply, manufactured product, or service agreement without the written approval of the DOTD.

(7) A design-builder may count toward the DBE goal reasonable expenditures to DBE firms including fees and commissions charged for providing a bona fide service; fees charged for hauling materials unless the delivery service is provided by the manufacturer or regular dealer as defined above; and fees and commissions for providing any bonds or insurance specifically required for the performance of the contract.

(8) The design-builder will not receive credit if the design-builder makes direct payment to the material supplier. However, it may be permissible for a material supplier to invoice the design-builder and DBE jointly and be paid by the design-builder making remittance to the DBE firm and material supplier jointly. Prior approval by DOTD is required.

(9) The design-builder will not receive credit toward the DBE goal for any subcontracting arrangement contrived to artificially inflate the DBE participation.

G. DOCUMENTATION AND PROCEDURE: This project has specific DBE goal requirements set forth in the design-build contract. The design-builder hereby certifies that:

(1) The goal for DBE participation prescribed in the design-build contract shall be met or exceeded and arrangements will be made with certified DBE or good faith efforts made to meet the goal will be demonstrated.

(2) Affirmative actions have been taken to seek out and consider DBE as potential subcontractors. The design-builder shall contact DBE to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain, on file, proper documentation to substantiate their good faith efforts

(3) Form CS-6AAA (DB) and "Attachment to Form CS-6AAA (DB)" shall be submitted by the design-builder at least 45 days prior to the work being performed by each DBE performing work under the contract. Submittals **must** be entered online at <http://www.dotd.la.gov/administration/compliance/cs6aaa/home.aspx> within 45 days of the subcontractor starting work. If necessary, the Good Faith Efforts Documentation Form will also be filled out online at this time. Once reviewed and after the Form CS-6AAA (DB) and attachments are approved, an email will be sent back to the design-builder to obtain the required signatures. After signatures are obtained, the original forms

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must then be received by the DOTD Compliance Programs Office within 30 days of the subcontractor starting work.

- a. The names of DBE subcontractors that will actually participate in meeting the contract goal; and
- b. A complete description of the work to be performed by the DBE; and
- c. The total dollar value of work that can be credited toward the contract goal; and
- d. Any assistance to be provided to the DBE; and
- e. The original signature of each DBE and the design-builder attesting that negotiations are in progress and that it is the intention of the parties to enter into a subcontract within 30 calendar days.

It shall be the design-builder's responsibility to ascertain the certification status of designated DBEs. The certification status will be determined as of the date of submission of Form CS-6AAA (DB) and attachments. An extension of time for submittal of Form CS-6AAA (DB) and attachments will not be granted. Questionable technical points will be cleared with the DOTD Compliance Programs Office within the time period allowed. If the documentation required is not provided in the time and manner specified, DOTD will take the actions specified in Heading (6) below.

(4) If the design-builder is not able to meet the DBE goal, the DBE firms that can meet a portion of the goal shall be listed on the form CS-6AAA (DB). Form CS-6AAA (DB) and attachments shall be completed and submitted in accordance with Heading (3) above. Form CS-6AAA (DB) shall indicate the DBE participation which has been secured along with documentation of good faith efforts. The design-builder shall document and submit justification stating why the goal could not be met and demonstrate the good faith efforts as shown in Section J.

For consideration, good faith efforts shall include the requirements listed in these provisions as well as other data the contractor feels is relevant.

(5) Form CS-6AAA (DB) and attachments, and documentation of good faith efforts, when appropriate, will be reviewed by DOTD. The information provided shall be accurate and complete.

(6) Unless good faith efforts is established, a design-builder's failure, neglect, or refusal to submit Form CS-6AAA (DB) and attachments committing to meet or exceed the DBE goal within the specified time frame shall constitute a breach of contract and, after notification by DOTD, may result in termination of the contract; a deduction from the contract due or to become due the design-builder; or other such remedy as DOTD deems appropriate. The DOTD DBE Oversight Committee will review the design-builder's reasons for not meeting these DBE Provisions and make a determination.

(7) The design-builder has the right to appeal the DOTD's findings and rulings to the DOTD Chief Engineer. The design-builder may present information to clarify the previously submitted documentation. The decision rendered by the DOTD Chief Engineer will be administratively final. There shall be no appeal to the US DOT.

H. POST AWARD COMPLIANCE

(1) If the contract is awarded and subsequently executed, such award and execution will not relieve the design-builder of the responsibility to continue exerting good faith efforts. The design-builder shall submit documentation of good faith efforts <http://www.dotd.la.gov/administration/compliance/cs6aaa/home.aspx> with requests to sublet prior to approval of subcontracting work being performed on the project.

(2) The design-builder shall establish a program which will effectively promote increased participation by DBE in the performance of contracts and subcontracts. The design-builder shall also designate and make known to the DOTD a liaison officer who will be responsible for the administration of the design-builder's DBE program.

(3) The design-builder shall enter into subcontracts or written agreements with the DBE identified on Form CS-6AAA (DB) and attachments for the kind and amount of work specified. The subcontracting requirements of the contract will apply. The design-builder shall submit copies of subcontracts or agreements with DBE to DOTD upon request.

(4) The design-builder shall keep each DBE informed of the construction progress schedule and allow each DBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract work.

(5) At any point during the project when it appears that the scheduled amount of DBE participation may not be achieved, the design-builder shall provide evidence demonstrating how the goal will be met.

(6) If the design-builder is unable to demonstrate to the DOTD's satisfaction that it failed to achieve the scheduled DBE participation and that good faith efforts have been used to obtain the scheduled contract participation, the DOTD may withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

(7) When the DOTD has reason to believe the design-builder, subcontractor, or DBE may not be operating in compliance with the terms of these DBE provisions, to include, but not be limited to the encouragement of fronting, brokering, or not providing a commercially useful function, the DOTD will conduct an investigation of such activities with the cooperation of the parties involved. If the DOTD finds that any person or entity is not in compliance, the DOTD will notify such person or entity in writing as to the specific instances or matters found to be in noncompliance.

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At the option of the DOTD, the person or entity may be allowed a specified time to correct the deficiencies noted and to achieve compliance. In the event that the person or entity cannot achieve compliance, or fails or refuses to do so, the DOTD reserves the right to initiate action against the design-builder which may include but not be limited to terminating the contract; withholding payment equal to the shortfall amount until corrective action is taken; or other action the DOTD deems appropriate. The design-builder has the right to appeal the DOTD's finding and rulings to the DOTD Chief Engineer. The decision rendered by the DOTD Chief Engineer will be administratively final.

The design-builder may present additional information to clarify that previously submitted. Any new information not included in the original submittal will not be used in the final determination. The decision rendered by the DOTD Chief Engineer will be administratively final.

(8) To ensure that the obligations under subcontracts awarded to subcontractors are met, the DOTD will review the design-builder's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The design-builder shall promptly pay subcontractors and suppliers, including DBE, their respective subcontract amount within 14 calendar days after the design-builder receives payment from DOTD for the work satisfactorily performed by the subcontractors in accordance with Louisiana Revised Statute 9:2784. The design-builder shall provide the DBE with a full accounting of any deductions made from the DBE's payment at the time the check is delivered. Retainage may not be held by the design-builder. Delay or postponement of payment to the subcontractor may be imposed by the design-builder only when there is evidence that the subcontractor has failed to pay its labor force and suppliers for materials received and used on the project. Delay or postponement of payment must have written approval by the Project Manager. Failure to promptly pay subcontractors or to release subcontractors' retainage shall constitute a breach of contract and after notification by the DOTD may result in (1) a deduction from the contract funds due or to become due the design-builder, (2) disqualification of a design-builder as a proposer or bidder on future projects, or (3) any other such remedy under the contract as DOTD deems appropriate. All subcontracting agreements made by the design-builder shall include the current payment to subcontractors' provisions as incorporated in the contract. All disputes between design-builders and subcontractors relating to payment of completed work or retainage shall be referred to the DBE Oversight Committee. Members of the DBE Oversight Committee are: a designee by the Chief Engineer; the DOTD Compliance Programs Director; and an FHWA Division Representative.

(9) The design-builder shall submit DOTD Forms OMF-1A (DB), Request to Sublet and OMF-2A (DB), Subcontractor's EEO Certification. These forms shall be approved by DOTD before any subcontract work is performed.

(10) DOTD reserves the right to withhold any payment from the design-builder when it is determined that a DBE is not performing a commercially useful function or that

achievement of the goal is in jeopardy. Payment may be withheld in the amount of the DBE goal that is in jeopardy until either the design-builder submits to DOTD a revised plan for achieving the contract goal and the plan is approved, or the DBE goal amount in question has been met.

(11) The DOTD will monitor the design-builder's DBE involvement during the contract, the level of effort by the design-builder in meeting or exceeding the goal requirements in the contract, the design-builder's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the project, the design-builder has failed to meet the DBE goal and has not demonstrated good faith efforts or obtained a waiver or reduction of the goal, DOTD will withhold an amount equal to the difference between the DBE goal and the actual DBE participation achieved as damages.

I. SUBSTITUTIONS OF DBE FIRMS

- (1) The design-builder shall conform to the scheduled amount of DBE participation.
- (2) Contract work designated to be performed by the DBE on Form CS-6AAA (DB) and attachments shall be performed by the designated DBE or DOTD approved substitute. Substitutions of named DBE shall be approved in writing by the DOTD Compliance Programs Section. Substituted DBE shall not commence work until the design-builder is able to demonstrate that the listed DBE is unable to perform because of default, overextension on other jobs, or other acceptable justification. It is not intended that a design-builder's ability to negotiate a more advantageous contract with another subcontractor be considered a valid basis for change. Substitution of DBE will be allowed only when the DBE is unable to perform due to default, overextension on other jobs, or other similar justification. Evidence of good faith efforts exerted by the design-builder shall be submitted to DOTD for approval. Work eliminated from the project will not diminish the design-builder's DBE participation.
- (3) Under no circumstances will a design-builder perform work originally designated to be performed by a DBE without prior written approval from the DOTD Compliance Programs Section.
- (4) When a listed DBE is unwilling or unable to perform the items of work specified in the Form CS-6AAA (DB) and attachments, the design-builder shall immediately notify the DOTD Compliance Programs Section.

When a design-builder's request to be relieved of the obligation to use the named DBE results in a DBE Goal shortfall, the design-builder shall immediately take steps to obtain another certified DBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new DBE's name and designated work shall be submitted to the DOTD for approval using Form OMF-1A, Request to Sublet, prior to proceeding with the work.

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If the design-builder is unable to replace a defaulting DBE with another DBE for the applicable work, a good faith effort shall be made to subcontract other work to DBE for the purpose of meeting the goal. The DOTD Compliance Programs Section will determine if the design-builder made an acceptable good faith effort in awarding work to DBE firms. Any disputes concerning good faith efforts will be referred to the DBE Oversight Committee. The DOTD Compliance Programs Section may allow a waiver or adjustment of the goal as may be appropriate, depending on individual project circumstances.

J. GOOD FAITH EFFORTS: Good faith efforts are required by the design-builder when the DBE goals established for a contract are not met, or at any time during the contract when achievement of the DBE goal is in jeopardy. It is the design-builder's responsibility to provide sufficient evidence for DOTD to ascertain the efforts made. The design-builder shall demonstrate good faith efforts to maximize participation by DBE during the life of the contract. Good faith efforts include personal contacts, follow-ups and earnest negotiations with DBE. DOTD will consider, at a minimum, the following efforts as relevant, although this listing is not exclusive or exhaustive and other factors and types of efforts may be relevant:

(1) Efforts made to select portions of the work to be performed by DBE in order to increase the likelihood of achieving the stated goal. It is the design-builder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of work or materials consistent with the availability of DBE subcontractors and suppliers to assure meeting the goal for DBE participation. Selection of portions of work are required to at least equal the DBE goal in the contract.

(2) Written notification at least 14 calendar days prior to the electronic submission of Form CS6-AAA (DB) and attachments, as required in Heading G(3), which solicits a reasonable number of DBE interested in participation in the contract as a subcontractor, regular dealer, manufacturer, or consultant for specific items of work. The design-builder shall provide notice to a reasonable number of DBE that their interest in the contract is being solicited, with sufficient time to allow the DBE to participate effectively. The design-builder shall seek DBE in the same geographic area from which it generally seeks subcontractors for a given project. If the design-builder cannot meet the goal using DBE from the normal area, the design-builder shall expand its search to a wider geographic area.

(3) Demonstrated efforts made to negotiate in good faith with interested DBE for specific items of work include:

- a. The names, addresses and telephone numbers of DBE contacted. The dates of initial contact and whether initial solicitations of interest were followed-up personally, by mail, or by phone to determine the DBE interest.

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- b. A description of the information provided to DBE regarding the nature of the work, the plans and specifications and estimated quantities for portions of the work to be performed.
- c. A statement of why additional agreements with DBE were not reached.
- d. Documentation of each DBE contacted but rejected and the reasons for rejection. All bids and quotations received from DBE subcontractors whether verbal or written, and the design-builder's efforts to negotiate a reasonable price shall be submitted. Rejecting a DBE's bid because it was not the lowest quotation received will not be a satisfactory reason without an acceptable explanation of how it was determined to be unreasonable. A statement that the DBE's quotation was more than the design-builder's price proposal for an item or items will not be acceptable.
- e. Copies of all bids and quotations received from DBE subcontractors and an explanation of why they were not used.
- f. Scheduling meetings to discuss proposed work or to walk the job-site with DBE.
- g. Informing DBE of any pre-bid conferences scheduled by the DOTD.
- h. Assisting DBE in obtaining bonding, insurance, or lines of credit required by the design-builder.
- i. Evidence of DBE contacted but rejected as unqualified, accompanied by a reason for rejection based on a thorough investigation of the DBEs capabilities.
- j. Any additional information not included above which would aid the DOTD in evaluation of the design-builder's good faith efforts.

(4) The following are examples of actions that will not be accepted as justification by the design-builder for failure to meet DBE contract goals:

- a. Failure to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
- b. Rejection of a DBE bid or quotation based on price alone.
- c. Failure to contract with a DBE because the DBE will not agree to perform items of work at the unit price bid.
- d. Failure to contract with a DBE because the design-builder normally would perform all or most of the work in the contract.
- e. Rejection of a DBE as unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Failure to make more than mail solicitations.

K. RECORD KEEPING REQUIREMENTS: The design-builder shall keep such records as are necessary for the DOTD to determine compliance with the DBE contract obligations. These

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records shall include the names of subcontractors, including DBE; copies of subcontracts; the type of work being performed; documentation such as canceled checks and paid invoices verifying payment for work, services, and procurement; and documentation of correspondence, verbal contacts, telephone calls, and other efforts to obtain services of DBE. When requested, the design-builder shall submit all subcontracts and other financial transactions executed with DBE in such form, manner and content as prescribed by DOTD. The DOTD reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any design-builder, subcontractor, or DBE.

L. REPORTING REQUIREMENTS: The design-builder shall submit monthly reports on DBE involvement. At the conclusion of each month the design-builder shall submit the Form CP-1A (DB), DESIGN-BUILDER'S MONTHLY DBE PARTICIPATION, to the project manager to verify actual payments to DBE for the previous month's reporting period. These reports will be required until all DBE subcontracting activity is complete or the DBE Goal has been achieved. Reports are required regardless of whether or not DBE activity has occurred in the monthly reporting period.

Upon completion of all DBE participation, the design-builder shall submit the Form CP-2A (DB), DBE FINAL REPORT, to the DOTD Compliance Programs Section with a copy to the project manager detailing all DBE subcontract payments. When the actual amount paid to DBE is less than the subcontract amount, a complete explanation of the difference is required. If the DBE goal is not met, documentation supporting good faith efforts shall be submitted. Failure to submit the required reports will result in the withholding of payments to the design-builder until the reports are submitted. All payments due subcontractors which affect DBE goal attainment, including retainage, shall be paid by the design-builder before the DOTD releases the final payment.

The DOTD reserves the right to conduct an audit of DBE participation prior to processing the final payment and at any time during the work.

M. APPLICABILITY OF PROVISIONS TO DBE DESIGN-BUILDERS: These provisions are applicable to all design-builders including each design-builder that is a DBE (DBE design-builder). If the DBE design-builder sublets any portion of the contract, the DBE design-builder shall comply with provisions regarding design-builder and subcontractor relationships. A DBE design-builder may count only the contract amount toward DBE participation for work that he/she actually performs and any amounts awarded to other certified DBE subcontractors that perform a commercially useful function.

FORM CS-6AAA (DB)

DESIGN-BUILDER'S ASSURANCE OF DBE PARTICIPATION

S.P.# H.004791	Contract Amount: \$
	DBE Goal Percentage
Award Date:	DBE Goal Dollar Value: \$

By its signature affixed hereto, the design-builder assures the DOTD that one of the following situations exists (check only one box):

- The project goal will be met or exceeded.
- A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached. DBE Goal Participation Amount _____ %
\$ _____.

The design-builder certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The design-builder having assured that the goal for DBE participation prescribed in the design-build contract will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 30 calendar days.

NAME OF DBE FIRM(S)	INTENDED SUBCONTRACT PRICE ¹

¹For suppliers list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA (DB). Details are listed on the attachment(s) to Form CS-6AAA (DB).

The design-builder assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The design-builder shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the

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Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The design-builder understands that no credit toward the DBE goal will be allowed for DBE that do not perform a commercially useful function. The design-builder has a current copy of the DOTD DBE Program Implementation Guide which details the methods of operation that are acceptable on projects containing DBE goals. Copies of this guide may be obtained by calling the DOTD Compliance Programs Section at (225) 379-1382.

NAME OF DESIGN-BUILDER	
AUTHORIZED SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DESIGN-BUILDER'S DBE LIAISON OFFICER (typed or printed name)	
PHONE NUMBER	
DATE	TAX ID#

07/09

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ATTACHMENT TO FORM CS-6AAA (DB)

Design-Builder shall submit a separate attachment for each DBE listed on Form CS-6AAA (DB).

S.P.# H.004791	
NAME OF DBE	
PHONE #	CONTACT PERSON:

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.), quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

	QUANTITY/UNIT PRICE/DESCRIPTION OF WORK TO BE PERFORMED	\$ VALUE

Describe the types of assistance, if any, the design-builder will provide to any DBE on this project.

The design-builder and DBE subcontractor attest that a subcontract will be executed for the items of work listed above. The design-builder acknowledges that it will only receive credit toward the DBE goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE SUBCONTRACTOR'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	TAX ID#
DESIGN-BUILDER'S SIGNATURE	
TYPED OR PRINTED NAME	
TITLE	
DATE	

07/09

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**FORM CP-1A (DB)
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DESIGN-BUILDER'S MONTHLY DBE PARTICIPATION**

STATE PROJECT NO. H.004791	DESIGN-BUILDER:
ESTIMATE NO.	REPORT PERIOD: _____ TO _____

DOTD CERTIFIED DBE SUBCONTRACTOR OR SUPPLIER	WORK PERFORMED AND PAID THIS ESTIMATE PERIOD	AMOUNT PAID THIS MONTH ¹	TOTAL PAID TO DATE ¹

¹For suppliers, list total amount paid and the 60 percent value counted toward the goal.

This report covers the previous estimate period and shall be submitted to the Project Manager or the Project Manager's designated representative with the current month's pay estimate. Estimates will be withheld until the required form is submitted. Questions should be directed to the DOTD Compliance Programs Section at (225) 379-1382.

The Design-Builder certifies that the above amounts were paid to the listed DBEs and that documentation of these payments is available for inspection.
Project Manager or Project Manager's designated representative has reviewed this form.
(Signature of Project Manager or Project Manager's designated representative).

Authorized Signature
Typed or Printed Name
Title
Phone No.
Date

07/09

Louisiana Department of Transportation and Development

**FORM CP-2A (DB)
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DBE FINAL REPORT**

STATE PROJECT NO. H.004791	DBE GOAL AMOUNT: \$	DESIGN-BUILDER:
	CONTRACT AMOUNT: \$	
PARISH(ES)	AWARD DATE:	

DOTD CERTIFIED DBESUBCONTRACTOR OR SUPPLIER	WORK PERFORMED AND PAID	TOTAL DOLLAR AMOUNT PAID TO SUB OR SUPPLIER (60%)

This is to certify that \$ _____ has been paid to Disadvantaged Business Enterprise Subcontractors/Suppliers listed above.

Authorized Signature
Typed or Printed Name
Title
Date

Parish or County _____
 State of _____
 Subscribed and sworn to, before me, this
 _____ day of _____, A.D. 20__.

 Notary Public
 My commission expires: _____

07/09

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DBE GOOD FAITH EFFORT DOCUMENTATION (DB)

The intent of this form is to document the good faith effort attempts made by the design-builder in soliciting DBE firms to meet the DBE project goal. Please note that the project goal will not be waived and the design-builder must make efforts to achieve the goal throughout the life of the contract.

Every work type where there is a certified DBE, the design-builder must submit the form as follows:

- 1 available DBE – must contact 1 DBE
- 2-5 available DBEs – must contact 3 DBEs minimum
- 6-7 available DBEs – must contact 4 DBEs minimum
- 8-9 available DBEs – must contact 5 DBEs minimum
- 10 or more available DBEs – must contact 6 DBEs minimum

All information submitted on this form is subject to audit by the DBE Goal Committee

Date Submitted: _____
State Project Number: _____ Parish: _____
Design-Builder Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ Telephone Number: _____
Email Address: _____

Project Goal Percentage: _____

Commitment Percentage: _____

Unattained Percentage: _____

I certify that the information contained in this good faith effort documentation form is true and correct to the best of my knowledge. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions which may involve debarment and/or prosecution under applicable State and Federal laws.

Authorized Representative Signature: _____

Title: _____ Date: _____

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DBE GOOD FAITH EFFORT DOCUMENTATION

Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					
Work Type Number	Description of Work, Service or Material	DBE Firm Name			
Contact Name (First and Last)		Contact Date	Contact Method	Contact Results	Bid Amount
1.					
2.					
3.					
Comments:					

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EXAMPLES OF GOOD FAITH EFFORT DOCUMENTATION

The following is a list of types of actions a design-builder should take when documenting good faith efforts. This list is not intended to be exclusive or exhaustive, nor are all the actions mandatory. Other factors or types of efforts may be relevant in appropriate cases.

SOLICITATION /ADVERTISEMENT EFFORTS - should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The design-builder should ensure that the requests are made within sufficient time to allow DBE firms to respond. The design-builder should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

NEGOTIATION EFFORTS - should include your efforts to make a portion of the project work available consistent with the availability and capabilities of our DBE firms in order to facilitate DBE participation. You are encouraged to break out contract work into smaller economically feasible subcontracts to ensure DBE participation. As a part of your negotiation you should make plans/specifications available to the DBE firms which have shown an interest in participating. When negotiating with DBE firms a design-builder should use good business judgment by considering price and capability, as well as, project goals. A design-builder is not expected to accept a price that is not reasonable and is excessive. Comparison figures should accompany your good faith effort submittal which supports the price differential.

ASSISTANCE EFFORTS - should include your efforts to assist DBE firms in obtaining bonding, lines of credit, insurance, equipment, materials, supplies or other project related assistance. Design-builders are encouraged to assist firms with independently securing/obtaining these resources. A design-builder may not provide these resources to the DBE firm, except in certain instances where joint checks are permissible with DOTD's prior approval. The level of assistance should be limited to referral sources, introductions, and making initial contacts with industry representatives on the DBE firm's behalf.

ADDITIONAL EFFORTS - could include any additional efforts to utilize the services of minority/women organizations, groups; local, state and federal business offices which provide assistance in the recruitment and placement of DBE firms. Utilizing the services offered by the department's DBE supportive services consultant for assistance with advertisement and recruitment efforts. Design-builders are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

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Form OMF-1A (DB)
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUEST TO SUBLET AND EXTRACT OF SUBCONTRACT
FOR FEDERAL-AID DESIGN-BUILD CONTRACTS

DATE: _____

STATE PROJECT NO. H.004791

NAME OF PROJECT Belle Chasse Bridge and Tunnel Replacement Public-Private Partnership Project

Notes to design-builder:

You may use the attachment if additional space is needed.

As design-builder of the above project, I request you consent to sublet the following items of work to the undersigned Subcontractor

Table with 2 columns: Description of Work to be Performed, Subcontractor Price. Multiple empty rows for data entry.

I, as design-builder, understand and agree that the subcontract shall not relieve me of my liability under the contract and bonds, and that the subcontract work is a part of the work covered by a written agreement I have with the subcontractor...

DESIGN-BUILDER _____ PHONE NO. _____ FAX NO. _____

NAME OF OWNER (use only if company is a Sole Proprietorship) _____

ADDRESS _____ LICENSE NO. _____

FEDERAL TAX I.D. _____

BY: _____ TITLE _____

(Signature)

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I, as subcontractor, understand and agree that no part of the above listed subcontract work shall be further sublet without written consent. I certify that the subcontracted work is covered by a written agreement with the design-builder which states the work shall be performed in accordance with the DOTD construction contract with the design-builder for this project, and that the written subcontract agreement incorporates all requirements and pertinent provisions of the prime contract, including, but not limited to, on federal-aid projects, the Required Contract Provisions for Federal Aid Contracts, as required by 23 CFR 635.116(b), and the Required Contract Provisions for DBE Participation as required by 49 CFR 26.13(b) and that the minimum wages stated in said prime contract shall be applied to the subcontracted work, and the terms of this request shall be deemed and shall constitute a part of the written subcontract for the work listed hereinabove.

SUBCONTRACTOR _____ PHONE NO. _____ FAX NO. _____
NAME OF OWNER (use only if company is a Sole Proprietorship) _____
ADDRESS _____ LICENSE NO. _____
FEDERAL TAX I.D. _____
BY: _____ TITLE _____

REVIEWED BY: _____ (Signature) APPROVED BY: _____
(Signature) DATE _____ Compliance Programs
DATE: _____

RETURN TO:
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
ATTENTION:
COMPLIANCE PROGRAMS SECTION
P. O. BOX 94245
BATON ROUGE, LA 70804-9245

DATE: _____

**LOUISIANA DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT
SUBCONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY
CERTIFICATION
FEDERAL-AID DESIGN-BUILD CONTRACTS**

Certification with regard to the performance of previous contracts or subcontracts subject to the equal opportunity clause and the filing of required reports – federal-aid contracts.

STATE PROJECT NO. **H.004791**

PARISH

NAME OF DESIGN-BUILDER _____

The proposed Subcontractor certifies that it has , has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that it has , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a federal government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

DATE _____

COMPANY
By: _____
Print: _____
Title: _____

The above certification is required by the Equal Employment Opportunity (EEO) regulations of the Secretary of Labor (41 CFR 60-1.7 (B)(1)), and must be submitted by Proposers and proposed Subcontractors in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. Generally only contracts or subcontracts of \$10,000 or under are exempt.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed Design-builders, their members, and Subcontractors that have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports shall submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Form OMF-2A (DB)

ATTACHMENT C
LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Orders 11246 and 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Supplemental Specifications which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth herein shall constitute the specific affirmative action requirements for project activities under this contract and supplement the EEO requirements set forth in the Required Contract Provisions.

b. The contractor shall work with the Department and the Federal Government in carrying out EEO obligations and in their review of his activities under the contract.

c. The contractor and all his subcontractors holding subcontracts (not including material suppliers) of \$10,000 or more shall comply with the following minimum specific requirement activities of EEO. The EEO requirements of Executive Order 11246, as set forth in the Federal-Aid Policy Guide 23 CFR 230A, are applicable to material suppliers as well as contractors and subcontractors. The contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor.

2. EEO Policy

The contractor shall accept as his operating policy the following statement which is designed to further the provision of EEO to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of EEO through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include 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, preapprenticeship and on-the-job training.

3. EEO Officer

The contractor shall designate and make known to the Department an EEO Officer who shall have the responsibility for and must be capable of effectively administering and promoting an active contractor EEO program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, shall be made fully cognizant of and shall implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then at least once every 6 months, at which time the contractor's EEO policy and its implementation shall be reviewed and explained. The meetings shall be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's EEO obligations within 30 days after their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. To make the contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:

(1) Notices and posters setting forth the contractor's EEO policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

5. Recruitment

a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements shall be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

6. Personnel Actions

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, color, religion, sex or national origin. The following procedures shall be followed.

a. The contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all of his avenues of appeal.

7. Training and Promotion

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Supplemental Specifications for Job Training are provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use his best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent shall include the procedures set forth below:

a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Department and shall set forth what efforts have been made to obtain such information.

d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the Department.

9. Subcontracting

a. The contractor shall use his best efforts to solicit bids from and utilize minority group subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Department.

b. The contractor shall use his best efforts to ensure subcontractor compliance with their EEO obligations.

10. Records and Reports

a. The contractor shall keep such records as necessary to determine compliance with the contractor's EEO obligations. The records kept by the contractor shall indicate:

(1) the number of minority and nonminority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractor shall submit an annual report to the Department each July for the duration of the project, indicating the number of minority, women and nonminority group employees currently engaged in each work classification required by the contract work. This information shall be reported on Form PR-1391. If job training is required, the contractor shall furnish Form DOTD 03-37-0014.

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ATTACHMENT D

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS
FEMALE AND MINORITY PARTICIPATION IN CONSTRUCTION**

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the director of OFCCP. Execution of the contract by the successful bidder and any subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in this notice.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

AREA	PARISH OR COUNTY	GOAL (%)
FEMALE PARTICIPATION		
-	All Covered Areas	6.9
MINORITY PARTICIPATION (UNDER NEW ORLEANS PLAN)		
-	* See Note Below	20 to 23
MINORITY PARTICIPATION (NOT UNDER NEW ORLEANS PLAN)		
1	Jefferson LA, Orleans LA, St. Bernard LA, St. Tammany LA	31.0
2	Assumption LA, Lafourche LA, Plaquemines LA, St. Charles LA, St. James LA, St. John the Baptist LA, Tangipahoa LA, Terrebonne LA, Washington LA, Forrest MS, Lamar MS, Marion MS, Pearl River MS, Perry MS, Pike MS, Walthall MS	27.7
3	Ascension LA, East Baton Rouge LA, Livingston LA, West Baton Rouge, LA	26.1
4	Concordia LA, East Feliciana LA, Iberville, LA, Pointe Coupee LA, St. Helena LA, West Feliciana LA, Adams MS, Amite MS, Wilkinson, MS	30.4
5	Lafayette LA	20.6
6	Acadia LA, Evangeline LA, Iberia LA, St. Landry LA, St. Martin LA, St. Mary LA, Vermillion LA	24.1
7	Calcasieu LA	19.3
8	Allen LA, Beauregard LA, Cameron LA, Jefferson Davis LA, Vernon LA	17.8
9	Grant LA, Rapides LA	25.7
10	Avoyelles LA, Bienville LA, Bossier LA, Caddo LA, Claiborne LA, DeSoto LA, Natchitoches LA, Red River LA, Sabine LA, Webster LA, Winn LA	29.3
11	Ouachita LA	22.8
12	Caldwell LA, Catahoula LA, East Carroll LA, Franklin LA, Jackson LA, LaSalle LA, Lincoln LA, Madison LA, Morehouse LA, Richland LA, Tensas LA, Union LA, West Carroll LA,	27.9

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*These goals apply only to those contractors signatory to the New Orleans Plan and only with respect to those trades which have unions participating in said Plan. The New Orleans Plan Covered Area is as follows: The parishes of Orleans, Jefferson, St. Bernard, St. Tammany, St. Charles, St. John the Baptist, Plaquemines, Washington, Terrebonne, Tangipahoa (that area east of the Illinois Central Railroad), Livingston (that area southeast of the line from a point off the Livingston and Tangipahoa Parish line adjacent from New Orleans and Baton Rouge), St. James (that area southeast of a line drawn from the Town of Gramercy to the point of intersection of St. James, Lafourche and Assumption Parishes), and Lafourche.

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Regional Administrator of the Office of Federal Contract Compliance Programs (555 Griffin Square Building, Dallas, TX 75202) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and geographical area in which the contract is to be performed.

4. As used in this Notice and in the contract, the "covered area" is that area shown in the foregoing table in which the project is located.

The following Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000. Execution of the contract by the successful bidder and any

subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in these Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. If the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he shall include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is required to comply with his obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractor or subcontractors toward a goal in an

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approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications will be based on his effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign 2 or more women to each construction project. The contractor shall ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

- community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor has taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman set by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than 1 month prior to the date for the acceptance of

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- applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet his goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A goal for minorities and a separate goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a group is employed

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in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a minority group of women is underutilized).

10. The contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into a subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling his obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors will not be required to maintain separate records.

15. Nothing herein shall be construed as a limitation on the application of other laws which establish different standards of compliance or on the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and subcontractors holding subcontracts (not including material suppliers) in excess of \$10,000

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shall submit for every month of July during which work is performed, employment data as contained under Form FHWA-1391 in accordance with instructions included thereon.

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ATTACHMENT E
WAGE DETERMINATION

General Decision Number: LA20190011 08/02/2019
Superseded General Decision Number: LA20180015
State: Louisiana
Construction Type: Highway
Counties: Jefferson, Orleans, Plaquemines, St Bernard, St Charles, St John the Baptist and St Tammany Counties in Louisiana.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Table with columns: Modification Number, Publication Date, Rates, Fringes. Rows include CARP1846-001 (Carpenter), ENGI0406-001 (Mechanic), and LABO0099-001 (LABORER) for Orleans, Jefferson, and St. Bernard Parishes.

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LABO0099-002 07/01/2017

PLAQUEMINES, ST.CHARLES and ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
LABORER (Common or General).....	\$ 17.22	3.40

 SULA2011-003 08/17/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.03	4.24

IRONWORKER, REINFORCING.....\$ 17.49

LABORER: Common or General

St. Tammany County.....	\$ 9.51	1.14
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Power equipment operators:

Asphalt Paver.....	\$ 17.20	4.97
Backhoe/Excavator/Trackhoe..	\$ 16.85	4.91
Broom/Sweeper.....	\$ 15.17	5.15
Bulldozer.....	\$ 16.40	
Crane.....	\$ 25.35	
Grader/Blade.....	\$ 15.88	
Milling Machine.....	\$ 16.63	2.14
Roller (Dirt and Grade Compaction) Jefferson, St. Bernard, St. Charles and St. John the Baptist.....	\$ 12.59	4.37
Orleans, Plaquemines, St. Tammany.....	\$ 14.74	4.23
Trencher.....	\$ 14.38	

Truck drivers:

Dump Truck.....	\$ 12.93	0.18
Water Truck.....	\$ 13.79	

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a

Louisiana Department of Transportation and Development

family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
 - * a survey underlying a wage determination
 - * a Wage and Hour Division letter setting forth a position on a wage determination matter
 - * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

07/08

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ATTACHMENT F
LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS
ON-THE-JOB TRAINING

The Louisiana Department of Transportation and Development (LADOTD) has partnered with the Louisiana Associated General Contractors (LAGC) to ensure that on-the-job training is provided on a voluntary basis by contractors performing work on LADOTD's federally assisted construction projects.

The LAGC has committed that its member contractors will enroll a minimum of 15 trainees statewide during the period July 1 through June 30 annually. It is anticipated that this annual training goal will be increased in future years as participation in the program grows.

The LADOTD on-the-job training program will be monitored by the Compliance Programs Section. At all times it will be the responsibility of the contractor to comply with the Job Training Supplemental Specifications. LAGC will provide support to their member contractors in the area of on-the-job training as they would in any contractual activity. LAGC has committed to assisting contractors in areas such as recruitment, record keeping, graduation certificates, and ongoing encouragement of contractors to participate in the training program. LAGC has expressed their willingness to work with LADOTD and FHWA in making the contracting industry as strong as possible in all areas, including on-the-job training.

Non-LAGC members are encouraged to participate in the LADOTD on-the-job training program. No aspect of the LADOTD/LAGC partnership is designed to eliminate the right of any non-LAGC member to participate in the training program described in these specifications. If any non-LAGC member does not utilize a previously approved training program, he/she is directed to develop and submit a training program to LADOTD for approval by LADOTD and FHWA.

Although training under this contract is not limited to minorities and females, contractors should be aware that one of the objectives of the training program is to increase the participation and skills of minorities and females in highway construction. Contractors must exert good faith efforts to comply with the Equal Employment Opportunity contract requirements governing recruitment and upgrading when seeking to fill vacancies in the work force and select candidates for the training program. Adequate documentation of good faith efforts should be maintained and submitted to the Compliance Programs Section Training Program Manager (TPM) when requested.

These supplemental specifications are in implementation of 23 USC 140(a). Training under this contract shall be optional to the successful bidder, provided the item for which training is requested is less than 70 percent complete. If the contractor elects to provide training under the

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On-The-Job Training

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contract as established in these specifications, he may submit a written request to the project engineer with a copy to the Construction Section. A plan change will be prepared to incorporate a pay item using the trainee hours stated in the Special Provisions elsewhere herein. Training will only be reimbursed after the approval of this plan change.

It is intended that training under these supplemental specifications be in crafts directly related to highway construction. Therefore, training in classifications such as clerk-typist, secretary, bookkeeper, fireman, office engineer, estimator, timekeeper, and unskilled or common laborer will not be approved for participation under these supplemental specifications.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journey person status or in which he/she has been employed as a journey person. The contractor shall satisfy this requirement by completing the Contractor's Trainee Enrollment & Interview Form for each potential trainee. The completed form shall be electronically submitted to the TPM for review and approval.

The contractor will be reimbursed \$3.00 per hour of training provided in accordance with an approved training program. Reimbursement will be made for training hours in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the contractor from receiving other reimbursement. The contractor will be reimbursed for the number of trainee hours actually trained on the project in accordance with these supplemental specifications.

The contractor will be credited for each trainee employed on the project that is currently enrolled or becomes enrolled in an approved training program and will be reimbursed for such trainees as provided in these supplemental specifications.

The minimum length and type of training for each classification selected by the contractor will be established in the training program approved by the Department, Federal Highway Administration (FHWA), and/or Office of Federal Contract Compliance Programs (OFCCP). The Department, FHWA, and/or OFCCP will approve a program if it is reasonably calculated to meet the Equal Employment Opportunity obligations of the contractor and to qualify the average trainee for journey person status in the classification concerned by the end of the training period. Apprenticeship programs registered with the U. S. Department of Labor, Bureau of Apprenticeship and Training or with a state apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable if it is being administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his/her work classification or until he/she has completed the training program.

Enrollment of trainees in excess of the required number will be permitted, with approval, to allow the contractor to maintain the required continuous effort to complete the training of individual trainees.

Trainees will be paid at least 60 percent of the appropriate minimum journey person's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent of the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by these supplemental specifications.

The contractor, prior to the start of training, shall provide written notice to each person to be trained under these supplemental specifications of that person's designation as a trainee, the training program and classification under which training will be provided, the length of the training program, and the hourly wage rate to be paid to the trainee. This requirement shall be fulfilled by use of the Contractor's Trainee Enrollment & Interview Form.

Upon graduation, the contractor shall issue the trainee a certification showing the type and length of training satisfactorily completed along with a permanent photo identification card designating the bearer as a graduate journey person of the appropriate training program.

The contractor shall electronically submit the Contractor's Trainee Enrollment & Interview Form for each employee on the project who is enrolled as a trainee in an approved training program or apprenticeship program. The trainee enrollments shall be submitted to the TPM within the first payroll period in which each trainee or apprentice is assigned to the project.

In order to collect the \$3.00 per hour reimbursement for training, the contractor shall electronically submit to the project engineer's office each week that training is conducted on the project the Contractor's OJT Weekly Reporting Form along with the payroll. For projects where weekly payroll submission is not required, the Contractor's OJT Weekly Reporting Form shall be submitted to the project engineer's office.

At anytime during the life of the project, provided that the item for which training is requested is less than 70 percent complete, a subcontractor may elect to train. The subcontractor should follow the steps described above in order to participate in the on-the-job training program. If the

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On-The-Job Training

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subcontractor does not utilize a previously approved training program, he/she is directed to develop and submit a training program to the TPM for approval by LADOTD and FHWA.

Contractors are to train according to their work force needs and as training opportunities exist on a project. If a trainee graduates from a training classification, training opportunities no longer exist in the approved classification, or a contractor's work force needs change, a trainee could be enrolled in a different classification. The Contractor's OJT Change Form is to be used when these circumstances necessitate enrolling a current trainee or a graduate in a new classification. Multiple enrollments of an individual should not be used to diminish the objectives of these specifications, but to enhance the trainee's career growth, benefit the contractor's operations, and improve the contracting industry overall.

All required forms can be found on the LADOTD website on the Compliance Programs page and the Construction Letting Information page under Doing Business with DOTD. Instructions for completing any required form may be obtained from the TPM.

It is the goal of the LADOTD/LAGC partnership to maintain a voluntary on-the-job training program, but revisions to the program may be deemed necessary should participation fall below acceptable levels.

EXHIBIT M

FORM OF LA DOTD LEGAL AFFIRMATION AND OPINION

Plenary Infrastructure Belle Chasse LLC, as issuer and developer
100 N Tampa Street, Suite 2840
Tampa, Florida 33602

U.S. Bank National Association, as collateral trustee and securities intermediary
633 West 5th Street, 24th Floor
Los Angeles, California 90071

Sun Life Assurance Company of Canada, as purchaser and senior noteholder
1 York Street
Suite 3200
Toronto, Ontario M5J 0B6
Canada

Ladies and Gentlemen:

As the undersigned Counsel for the Louisiana Department of Transportation and Development ("LA DOTD"), I hereby affirm and opine that LA DOTD is created as a body corporate with all powers afforded by law thereunder and Shawn D. Wilson, Ph.D., Secretary of LA DOTD, has the authority under law to enter into all agreements on behalf of LA DOTD and legally bind LA DOTD. More specifically, as it relates to the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (the "Project") pursuant to the terms and conditions of the Comprehensive Agreement for the Project, dated as of December 20, 2019 ("Comprehensive Agreement"), between LA DOTD and Plenary Infrastructure Belle Chasse LLC ("Developer") (Developer and LA DOTD shall collectively be referred to as the "Parties"), counsel is of the opinion that, on the date hereof:

- (1) LA DOTD is a department of the State of Louisiana and is authorized to enter into contracts in its own right under and by virtue of the laws of the State of Louisiana and the United States.
- (2) The execution and delivery of the (a) Comprehensive Agreement, (b) Direct Agreement, and (c) Escrow Agreement (hereinafter collectively referred to as the "LA DOTD Agreements") by the LA DOTD and the performance by the LA DOTD of its obligations contained in the LA DOTD Agreements have been duly authorized by all requisite action on the part of the LA DOTD. The LA DOTD has the authority under Louisiana law to enter into contracts for public private partnerships.

Louisiana Department of Transportation and Development

- (3) The LA DOTD Agreements constitute the legal, valid and binding obligations of the LA DOTD and are enforceable against the LA DOTD in accordance with their terms.
- (4) To Counsel's knowledge, there is no action, suit, proceeding, investigation or litigation pending and served on the LA DOTD or overtly threatened in writing against the LA DOTD which challenges the LA DOTD's authority to execute, deliver or perform, or the validity or enforceability of, the LA DOTD Agreements.
- (5) To Counsel's knowledge, the execution and delivery by the LA DOTD of the LA DOTD Agreements do not, and LA DOTD's performance of its obligations under the LA DOTD Agreements will not, violate any current State of Louisiana statutes, Title 23 of the United States Code (U.S.C.), and Titles 23 and Part 26 of Title 49 of the CFR that are applicable to the LA DOTD and the Project and that are valid and in effect on the date of execution and delivery of the LA DOTD Agreements.

The affirmation and opinion expressed herein are matters of professional judgment, are not a guarantee of result and are effective only as of the date hereof. Counsel expresses no opinion other than as expressly set forth herein and no expansion of this opinion may or should be made by implication or otherwise. Nothing contained in this letter shall be deemed a waiver of any contractual rights or defenses of the LA DOTD under law or in equity.

Counsel has been informed that this affirmation and opinion is being relied upon in connection with the closing of the transactions contemplated by the LA DOTD Agreements. The foregoing opinion shall not be relied upon for any other purpose or by any other party; provided that you may use or otherwise communicate this opinion to the extent required by applicable laws and may provide a copy of this opinion (i) pursuant to judicial process or government order or requirement of applicable law or regulation; (ii) to your accountants, auditors and counsel; and (iii) to bank or other regulatory examiners; provided that none of the foregoing are entitled to rely on this opinion letter. The use or reliance upon this affirmation and opinion by any other person or entity is prohibited.

Sincerely,

Joshua G. Hollins, Esq.
Executive Counsel
Louisiana Department of Transportation and Development

STATE OF LOUISIANA
BELLE CHASSE
BRIDGE & TUNNEL REPLACEMENT
PUBLIC-PRIVATE PARTNERSHIP
PROJECT

PLAQUEMINES PARISH
STATE PROJECT NO. H.004791

VOLUME 2

Technical Provisions

December 20, 2019

Final Execution Version



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Attachments: Project Construction Quality Assurance Program

Attachment 19-1 - Performance and Measurement Table Baseline after Partial Acceptance

1.0 GENERAL

1.1 Project Description

The proposed LA 23 Belle Chasse Bridge and Tunnel Replacement PPP Project will improve connectivity of the Belle Chasse Highway (LA 23) from Lapalco Boulevard/Behrman Highway (LA 428) in Jefferson Parish to Woodland Highway (LA 406) in Plaquemines Parish, and will maintain or improve modal interrelationships between vehicular traffic on LA 23 and maritime traffic in the Gulf Intracoastal Waterway (GIWW).

Belle Chasse Highway (LA 23) is the primary arterial roadway of Plaquemines Parish on the west bank of the Mississippi River. It begins in the southern end of the parish in the community of Venice near the mouth of the Mississippi River. It crosses the GIWW in Belle Chasse and enters Jefferson Parish. It ends at an intersection with Franklin Avenue and Burmaster Street in the City of Gretna. Within this area, LA 23 intersects with the following state highways: LA 406 (Woodland Highway), LA 3017 (Engineers Road), LA 428 (Behrman Highway), and US 90B (West Bank Expressway). The Belle Chasse Tunnel and Judge Perez Bridge are the only crossings of the GIWW along this corridor and is part of a system of bridges connecting Plaquemines Parish to Orleans and Jefferson Parishes.

The Project will meet the challenges of transportation demand as identified in the Louisiana Statewide Transportation Plan and the Metropolitan Transportation Plan, New Orleans Urbanized Area, while complimenting modal interrelationships between traffic on LA 23 and maritime access in the GIWW. Specific improvements shall include replacement of the existing Belle Chasse Tunnel and vertical-lift Judge Perez Bridge crossing the GIWW with a new mid-rise fixed span four-lane bridge and ancillary connector roadways. The GIWW is an inland commercial waterway that connects established maritime-dependent businesses in the Project area with a broad local, regional, national, and international clientele via the numerous commercial port facilities oriented to the waterway as well as along the Mississippi River and Gulf of Mexico. Maintenance of marine traffic during construction and operation of the Project is as vital to the State of Louisiana as the maintenance of vehicular traffic across the GIWW.

The Project consists of the development, design, financing, construction, demolition, decommissioning, operation and maintenance, and hand-over of the following major elements:

- A) Design and construction of an aesthetically pleasing four-lane fixed span bridge over the GIWW. The new fixed span structure shall include a minimum vertical clearance over the waterway of 73 feet 0 inches and a minimum horizontal clearance 150 feet 0 inches with not more than five percent ascending and descending grades. In addition to protection and lighting system for marine navigation, the new bridge shall include a pedestrian walkway and adequate installed appurtenances for street lighting.
- B) Development of a new Project-specific toll revenue collection system appropriate for the type and size of this Project. The new toll system shall include design, installation, operation, maintenance, and back-office operations for both roadside and back office systems. The new toll collection system shall be interoperable with existing tolling systems in the State of Louisiana to the extent practical. Additionally, the toll operator could be required to install the

new toll revenue collection system, process transactions, and perform back office operations for the existing LA 1 toll facility.

- C) Removal of the LA 23 Judge Perez Bridge over the GIWW. It is a steel vertical lift bridge built in 1967. The Judge Perez Bridge was included in the LA DOTD's Historic Bridge Inventory and Historic Bridge Programmatic Agreement (HBPA), executed August 25, 2015.
- D) Decommissioning of the LA 23 Belle Chasse Tunnel beneath the GIWW. The Belle Chasse Tunnel was determined eligible for the National Register of Historic Places (NRHP) by the Federal Highway Administration (FHWA) on February 17, 2017, in relation to a tunnel repair project (H.012079).
- E) Operation and maintenance during construction. The Developer shall take over routine operation and maintenance of the existing LA 23 transportation corridor within the Project Limits, including the Belle Chasse Tunnel and Judge Perez Bridge. Necessary major maintenance and repairs of the Belle Chasse Tunnel and Judge Perez Bridge will be paid for by the LA DOTD.
- F) Operation and maintenance of the new LA 23 Project corridor. Following opening of the new corridor to traffic, the Developer shall operate and maintain the corridor, including infrastructure, toll collection systems, and all appurtenances for the operations and maintenance term.

1.2 Project Scope

The Comprehensive Agreement for the Project will include an operations and maintenance term of no more than 30 years and obligate the Developer to:

- A) Develop, design, and construct the Project;
- B) Invest equity and provide necessary financing for such improvements, and
- C) Operate and maintain the Project.

The Comprehensive Agreement will grant the Developer the right to receive toll revenues from users of the Project during the term, subject to any requirements that Developer share certain toll revenues with the LA DOTD.

The scope of the Developer's obligations for the Project will include the development, design, right-of-way acquisition services, construction, financing, maintenance, and operation of the Project under the terms set forth in the Comprehensive Agreement. The improvements to be completed by Developer will include design and installation of a toll system to allow for collection of tolls from users of the Project. The Comprehensive Agreement may include toll systems installation and toll collection operation of the LA DOTD's LA 1 toll facility.

1.3 Project Environmental Status

The LA DOTD is completing an Environmental Assessment.

In addition, the LA DOTD anticipates the following permits at a minimum will be required prior to

construction of the Project.

PERMITTING AGENCY	PERMIT TYPE	PURPOSE	RESPONSIBLE PARTY
United States Coast Guard (USCG)	Bridge Permit; nav. lighting	New crossing of the Gulf Intracoastal Waterway (GIWW)	Note 1
United States Army Corps of Engineers (USACE)	Rivers and Harbors Act Section 10/404 permit	Impacts to jurisdictional wetlands and other waters of the U.S.	Note 1
	Rivers and Harbors Act Section 408 permit	Altering USACE civil works project (GIWW, levee, floodwalls, and floodgates)	Note 1
Louisiana Department of Environmental Quality (LaDEQ))	Clean Water Act Section 401 Water Quality Certification	Impacts to jurisdictional wetlands	Note 1
Louisiana Department of Natural Resources	Coastal Use permit	Impacts to coastal resources	Note 1
Louisiana Department of Environmental Quality (LaDEQ)	Louisiana Pollutant Discharge Elimination System	Stormwater discharge for construction activities over five acres	Developer Responsibility
Plaquemines Parish West Bank Levee District	Levee permit	Work within 1,500 feet of a federal flood control structure, including a levee, floodwall, or floodgate	Note 1

Note 1: LA DOTD shall initiate the permitting process in advance of NTP. Permit modifications required due to design changes occurring after a permit is issued are the responsibility of the Developer. The Developer shall provide the required modified permit sketches and environmental studies to LADOTD for submittal to permitting agencies for design changes made prior to permit issuance but after submittal of the permit application.

Mitigation will be proposed as part of the USACE, USCG, and other permits. It will be the responsibility of the Developer to construct or pay for the mitigation, as well as comply with any other requirements or general conditions of any permits. If the Developer chooses to modify the data on which any permits are based, a modification in the mitigation requirements or permit itself may ensue. The Developer remains responsible to construct or pay for any and all required modifications.

2.0 PROJECT MANAGEMENT AND OFFICES

2.1 Project Management

Developer shall establish and maintain an organization that effectively manages all of the Work. This project management effort shall be defined by and follow the Project Management Plan (PMP), which is a collection of management plans describing the Developer's plan to successfully accomplish the Work, including interaction with LA DOTD, other government entities, and Stakeholders. The PMP describes Developer's managerial approach, strategy, and procedures to design and build, operate and maintain the Project and to achieve all requirements of the Contract Documents. The PMP also includes the Developer's expectations for LA DOTD's management interface and Submittal compliance reviews.

The Project Management Plan (PMP) shall document the procedures and processes that are in effect to provide timely information to the Project decision makers to effectively manage the scope, costs, schedules, and the quality of the Project. It shall also document the role of the agency leadership and management team in the delivery of the Project. Developer is required to complete the following management plans/documents in this Section 2. The requirements of these management plans and documents can be found throughout the Technical Provisions. The management plans and due dates when each management plan shall be submitted for LA DOTD review are as follows:

Submittal Schedule Key:

- A Submitted by Developer no later than 75 days after NTP or prior to construction activities (other than any construction activities authorized pursuant to Section 8.02(b) of the Comprehensive Agreement), whichever is earlier, and approval or concurrence as appropriate by LA DOTD.
- B Submitted by Developer and approval or concurrence as appropriate by LA DOTD prior to commencement of construction.

Part	Section	Contents	Submittal Schedule
1. Project Administration Plan			
	Organization	Organization charts	A
	Personnel	Names and contract details, titles, and job roles	A
	Mobilization	Timeline for co-location, project office and field office installation schedule, and implementation of office requirements according to the Technical Provisions	A
	Subcontractors	Subcontracting Plan	A
	Schedule	Project Baseline Schedule in accordance with Section 2	A
	Quality Control	Procedures to establish and encourage continuous improvement	A
	Audit	Procedures to facilitate review and audit by LA DOTD	A
	PMP Update	Procedures for preparation of amendments and submission of amendments to any part of the PMP (See Note 1)	A
	Developer Communications	<p>The way the Developer’s organization will respond to unexpected requests for information, communicate changes or revisions to necessary Developer personnel, and notify affected stakeholders before and after changes are made</p> <p>Processes and procedures for communication of Project information between the Developer’s organization and LA DOTD</p>	A
	Document Management	The way records will be maintained in compliance with the Technical Provisions; specific systems Developer will use; Developer’s system interface with LA DOTD’s document management system.	A
		Document management procedures in compliance with the Technical Provisions Section 2.	A
2. Quality Management Plan			

2A. Design Quality Management Plan (DQMP)

Refer to Sections 2.3.4 and 2.3.9 of the Technical Provisions for more information.

Organization	Developer’s main contractual arrangements	A
	Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
Personnel	Resource plan for the Developer and its Subcontractors	A
	Arrangements for coordinating and managing staff interaction with LA DOTD and its consultants including co-location of Key Personnel and description of approach to coordinating work of off-site personnel	A
	Names and contact details, titles, job roles and specific experience required for the Key Personnel and for other principal personnel during design	A
	Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which Developer will coordinate activities.	A
Offices and equipment	Description of the necessary offices and office equipment to be provided by Developer during design	A
Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	A
	Responsibility of Subcontractors and affiliates	A
	Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	A
Interfaces	Interfacing between the Developer, Subcontractors and the independent certifiers during design including interfaces between the structural design auditor, the safety auditor, and the quality reviewer	A
	Coordination with Utility Owners	A
Environmental	Control of the interface between environmental requirements (including landscaping) and the design of the Project	A

	Procedures	Procedures describing how the principal activities will be performed during the design stage: to include geotechnical site investigation, surveys and mapping, environmental management, safety audit, structural audit, and checking	A
	Quality Control / Quality Assurance	Quality control and quality assurance including a resource table for monitoring and auditing all design services, design review and certification, verification of plans	A
		Procedures to establish Developer's hold points in the design process where checking and review will take place	A
		Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD and Governmental Entities	A
		Procedures to establish and encourage continuous improvement (Corrective Action)	A
	Audit	Name of Developer's representative(s) with defined authority for establishing, maintaining, auditing and reporting on the DQMP	A
		Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
		Procedures for scheduling and conducting audits of the Developer's compliance with the DQMP, including subcontractors, with provision that auditors are independent of the activity being audited	A
	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	A
		Document management procedures in compliance with the Technical Provisions Section 2	A

2B. Construction Quality Management Plan (CQMP) [LA DOTD CQAP Section 1.3]

Developer shall comply with LA DOTD's current Construction Quality Assurance Program ("LA DOTD CQAP") and supplement with requirements stated in this Section 2B. In the event of a conflict, LA DOTD CQAP requirements supersede.

Organization	Developer's main contractual arrangements	A	
	Organizational structure covering the activities to be performed in accordance with the Contract Documents	B	
Personnel	Resource plan for the Developer and its Subcontractors	B	
	Arrangements for coordinating and managing staff interaction with LA DOTD and its consultants including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	B	
	Names and contact details, titles, job roles and specific experience required for the Key Personnel as related to construction	B	
	Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which Developer will coordinate his activities	B	
Offices and equipment	Description of the necessary offices and office equipment to be provided by Developer during construction	B	
Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	B	
	Responsibility of Subcontractors and affiliates	B	
	Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	B	
Interfaces	Interfacing between the Developer, Subcontractors, and independent certifiers during construction, including any testing contractor	B	
Procedures	Construction sequencing and Transportation Management Plan	B	
Quality Control	Procedures for construction quality control	B	
	Control, identification and traceability of materials, including any material or samples temporarily or otherwise removed from site for testing or other reasons.	B	

		Examinations and audit of Construction Work, review of examination and audit, issue of certificates	B
		Observation and reporting of all tests	B
		Procedures for tests and inspections for the purpose of the Subcontractor certifying that prior to burying, each part of the Works is complete and conforms to the Contract Documents	B
		Quality control procedures including a resource table for monitoring and auditing during construction any work and testing undertaken by Subcontractors and Suppliers both on and off site	B
		Procedures to establish Developer's hold points in construction	B
		Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD and Governmental Entities	B
		Procedures to establish and encourage continuous improvement (Corrective Action)	B
	Audit	Inspection and test plans that identify the performance and/or databases to be used for recording the inspection and test results and methodology for transmitting acceptance testing and inspection reports to LA DOTD	B
		Name of Developer's representative with defined authority for establishing, maintaining, auditing and reporting on the CQMP	B
		Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority.	B
		Procedures for scheduling and conducting audits of the Developer's compliance with the CQMP, including subcontractors, with provision that auditors are independent of the activity being audited.	B
	Document Management	The way records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	B

		Document management procedures in compliance with the Technical Provisions Section 2	B
<p>2C. O&M Quality Management <i>Refer to Section 19.7 of the Technical Provisions for more information.</i></p>			
	<p>Organization</p> <p>Personnel</p> <p>Offices and Equipment</p> <p>Subcontractors</p> <p>Interfaces</p> <p>Procedures</p> <p>Audit</p>	Consistent with general quality management requirements in Section 2 of the Technical Provisions and addressing the items required by Section 19 of the Technical Provisions.	B
<p>3. Environmental <i>Refer to Section 4.0 of the Technical Provisions for more information.</i></p>			
	Organization	Developer's main contractual arrangements	A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
		Environmental contact list	B
	Personnel	Resource plan for the Developer and its Subcontractors	B
		Arrangements for coordinating and managing staff interaction with LA DOTD and its consultants, including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	B
		Names and contact details, titles, job roles and specific experience required for Key Personnel and for other environmental personnel	B

		Implement environmental protection training for all employees	B
	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	B
		Responsibility of Subcontractors and Affiliates	B
	Environmental		
		Procedures for implementation of environmental protection training for all Developer employees and subcontractors	B
		Procedures for environmental compliance	B
	Quality Control / Quality Acceptance	Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD and Governmental Entities	B
		Procedures to establish and encourage continuous improvement (Corrective Action)	B
	Audit	Name of Developer's representative(s) with defined authority for establishing, maintaining, auditing and reporting on the CEPP	B
		Procedures for scheduling and conducting audits of the Developer's compliance with the CEPP, including subcontractors, with provision that auditors are independent of the activity being audited	B
	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	B
		Identify environmental documentation and reporting requirements	B
4. Public Information and Communications Plan <i>Refer to Section 3.2.1 of the Technical Provisions for more information.</i>			
	Organization	Developer's main contractual arrangements	A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents.	A

Personnel	Resource plan for the Developer and its Subcontractors	A
	Arrangements for coordinating and managing staff interaction with LA DOTD and its consultants, including co-location of Key Personnel and description of approach to coordinating work of off-site personnel	A
	Names and contact details, titles, job roles and specific experience required for Key Personnel and for other principal personnel	A
	Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which Developer will coordinate his activities	A
Offices and equipment	Description of the necessary offices and office equipment to be provided by Developer during design	A
Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	A
	Responsibility of Subcontractors. and affiliates	A
	Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	A
	Procedures for implementation of environmental protection training for employees of Subcontractors	A
Interfaces	Procedures for liaison with the public, the media and other Customer Groups and the press	A
	Procedures to coordinate with Project Stakeholders such as municipalities, counties, USCG, Marine businesses, and other Customer Groups	A
Procedures	Procedures describing how the principal activities will be performed	A
Quality Control	Quality control procedures including a resource table for monitoring and auditing all public information and communication services	A
	Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD, Governmental Entities and Customer Groups	A

		Procedures to establish and encourage continuous improvement (Corrective Action)	A
	Audit	Name of Developer's representative with defined authority for establishing, maintaining, auditing and reporting on the PICP	A
	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	A
		Document management procedures	A
		Identify environmental documentation and reporting requirements	A

5. Traffic Control Plan (TCP) and Transportation Management Plan (TMP)
Refer to Sections 17.2.1 and 17.3.1 of the Technical Provisions for more information.

	Procedures	Procedures describing how the principal activities will be performed for vehicular and marine traffic.	A
	Quality Control	Quality control procedures including a resource table for monitoring and auditing all public information and communication services	B
		Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD, Governmental Entities and Customer Groups	B
		Procedures to establish and encourage continuous improvement (Corrective Action)	B
	Audit	Name of Developer's representative with defined authority for establishing, maintaining, auditing and reporting on the TMP	A
	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	B
		Document management procedures	B

6. Demolition and Abandonment Plan (D&AP)
Refer to Sections 9.2, 12.6, and 12.7 of the Technical Provisions for more information.

	Procedures	Procedures describing how the principal activities will be performed for vehicular and marine traffic.	A	
	Quality Control	Quality control procedures including a resource table for monitoring and auditing all public information and communication services	B	
		Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD, Governmental Entities and Customer Groups	B	
		Procedures to establish and encourage continuous improvement (Corrective Action)	B	
	Audit	Name of Developer’s representative with defined authority for establishing, maintaining, auditing and reporting on the D&AP	A	
	Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	B	
		Document management procedures	B	

7. Safety & Health Plan

Refer to Sections 12.8.3, 18.6.5, and 16.6.6 of the Technical Provisions for more information.

	Procedures	Policies, plans, training programs, work site controls, and incident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project	A	
		Procedures for immediately notifying LA DOTD of all incidents arising out of or in connection with the performance of the Work	A	
		Hurricane evacuation procedures: Developer internal responsibilities, Developer /stakeholder interface responsibilities, timeline beginning not later than 5 days prior to expected landfall.	B	

8. ROW Acquisition Services / Utility Adjustment Services

Refer to Sections 5.1, 5.2, 6.1 and 6.3 of the Technical Provisions for more information.

	Organization	Developer's main contractual arrangements	A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	Personnel	Resource plan for the Developer and its Subcontractors	A
		Arrangements for coordinating and managing staff interaction with LA DOTD and its consultants, including collocation of Key Personnel and description of approach to coordinating work of off-site personnel	A
		Names and contact details, titles, job roles and specific experience required for the Key Personnel as related to ROW acquisition and utility adjustment activities.	A
		Names and contact details, titles, job roles of principal personnel for Subcontractors and any third party with which Developer will coordinate activities	A
	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	A
		Responsibility of Subcontractors and affiliates	A
		Steps taken to ensure Subcontractors and Suppliers meet the obligations imposed by their respective Contracts	A
		Procedures for implementation of environmental protection training for employees of Subcontractors	A
	Interfaces	Interfacing between the Developer, Subcontractors and independent certifiers during Project ROW acquisition including the interfaces between Project ROW acquisition, Project design, and any quality reviewer	A
		Coordination with Utility Owners	A
		Utility adjustment plan	B
	Relocation	Relocation Plan (Right of Way)	B
	Environmental	Control of the interface between environmental requirements (including Hazardous Materials and	A

	demolition) and Project ROW acquisition activities	
	Applicable procedures for the Hazardous Materials Management Plan in accordance with Section 4	A
	Applicable procedures to implement the Stormwater Pollution Prevention Plan (SW3P), recycling program and waste management in accordance with Section 4	A
	Address CEPP requirements	A
Schedule Procedures	Logic linked ROW acquisition activities on a parcel-by-parcel basis as part of the Project Baseline Schedule, including adequate time periods for LA DOTD review and condemnation activities in accordance with Section 5	A
	Procedures describing how the principal activities will be performed during the Project ROW acquisition, whether directly undertaken or subcontracted	A
Quality Control	Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD and Governmental Entities	A
	Procedures to establish and encourage continuous improvement	A
	Quality control procedures and quality review standards for Project ROW acquisition in accordance with Section 5	A
	Procedures for environmental compliance	A
Audit	Name, title, roles and responsibilities of supporting quality management staff reporting to the person with defined authority	A
Document Management	The manner in which records will be maintained in compliance with the Technical Provisions, including any specific systems Developer will use	A
	Document management procedures	A
	Identify environmental documentation and reporting requirements	A

9. Toll Management Plan			
9A. Preliminary Design and Planning			
	Organization	Developer's key tolling personnel	A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	Design and Installation Procedures	Concept of operations, preliminary design document, master test plan, installation plan, branding/marketing plan	A
	O & M Procedures	Partial acceptance and operations plan, performance monitoring plan, maintenance plan, training plan	A
9B. Final Design Procedures			
	Design and Installation Procedures	Detailed Design Document, Detailed Installation Design Plan	B
9C. System Development			
	Testing Plan and Manuals	Factory Acceptance Test (FAT) Plan, Site Acceptance Test (SAT) Plan, Training Manual, Reports Manual	B
9D. Testing, Installation, and O&M			
	Documentation	FAT results and report (including punch-list and schedule for resolution); Installation As-builts; SAT results and report (including punch-list and schedule for resolution); On-going performance reports	B
10. Maintenance Management Plan <i>Refer to Sections 18.2 and 19.6 of the Technical Provisions for more information.</i>			
	General Requirements	Consistent with Sections 18 and 19 of the Technical Provisions	B

	O&M Deliverable Schedule		
	Document Management		
	Communications		
	Maintenance Safety		
	Maintenance Hazmat		
	Maintenance Environmental		
	MMS		
	Maintenance Transition		
	Incident Management		
	Severe Weather Events Control		
	Handback Plan		

Notes to Table 2-1:

- 1) The PMP shall be updated via the submittal of a redline amendment and cover sheet identifying changes whenever any of the following conditions exist:
 - a. A plan or procedure is required to be updated;
 - b. A plan or procedure no longer adequately addresses the matters it was intended to address;
 - c. An audit by the Developer or by LA DOTD identifies a need for an update to the PMP;
 - d. A plan or procedure no longer represents current or appropriate practice;
 - e. Organizational structure changes require revision to a plan;
 - f. Developer is undertaking, or plans to undertake, activities not covered within a current plan; or

- g. Scope or schedule changes require revision to a plan.

2.2 Schedule Requirements

2.2.1 General Schedule Requirements

Developer shall comply with the Critical Path Method (CPM) Schedule requirements as defined in this Section 2.2. Developer shall be responsible for ensuring that all Work sequences are logical and that the CPM Schedule indicates a coordinated plan. The CPM Schedule shall indicate the order and interdependence of activities and the sequence for accomplishing the Work. The CPM Schedule shall illustrate all activities that occur during the contractual life of the Project, whom is responsible for each respective activity, and the duration for each activity as set forth in the Contract Documents.

Developer's lead scheduler shall have a minimum of five (5) years' experience as a scheduler for transportation projects. The same scheduler for design scheduling and construction scheduling is highly preferred.

2.2.2 Three-Week Look-Ahead Schedule Requirements

Developer shall submit, on a weekly basis, a three-week look-ahead Schedule. The first schedule shall be submitted not later than thirty [30] Days following NTP. Each weekly update shall depict Work activity details from one week prior to three weeks ahead of the weekly submittal date.

Developer shall continue submitting weekly updates to the three-week look-ahead schedule until the Project achieves Final Acceptance.

2.2.3 Project Baseline Schedule Requirements

The Project Baseline Schedule (PBS) shall define the timeframe for completion of the Project and achievement of all contractual milestones, and shall be used to monitor progress and denote changes that occur during design and construction. Developer shall use the Preliminary Project Baseline Schedule submitted with the Proposal as a foundation to prepare a Project Baseline Schedule-1 (PBS-1). PBS-1 shall be submitted within ninety [90] days following NTP and shall include activity level cost loading fully synchronized with the adjusted bid price. The schedule shall show milestones for intermediate and contract completion dates no later than those specified in the contract. All specified closure or restriction periods, non-work periods, or any other time restrictions in the contract shall be incorporated in PBS-1, including all updates and revisions. Project Baseline Schedule-2 (PBS-2) shall include all of the requirements of PBS-1 and shall be resource loaded. PBS-2 shall be submitted not later than 30 days before commencement of construction.

The Project Baseline Schedule shall include all major Work activities required under the Contract Documents, in sufficient detail to monitor and evaluate design and construction progress NTP to Final Acceptance of the Work. If required, the Project Baseline Schedule shall also include activities based on LA DOTD's schedule for acquisition of any state proposed ROW, as well as for any Developer-identified Developer proposed/Developer acquired ROW, utility adjustments,

permit acquisitions, and interfaces with other projects, localities, municipalities, and other Governmental Entities. Developer shall indicate the duration (in Days) required to complete the activity, along with the anticipated start and finish dates of each activity. In addition, the Project Baseline Schedule shall indicate the sequence of performing each activity and the logical dependencies and inter- relationships between the activities.

The Project Baseline Schedule shall include but not be limited to a listing of all Submittals as called out in the Contract Documents, or as required to obtain any acceptance by LA DOTD or any other Government Entity. Submittal activity durations shall include specific durations for LA DOTD review and/or acceptance of Developer's Submittals.

Float shall not be considered as time for the exclusive use of, or benefit of, either LA DOTD or Developer, but it shall be considered as a jointly owned, expiring resource available to the Project and shall not be used to the financial detriment of either party. Any method utilized to sequester float calculations will be prohibited without prior acceptance of LA DOTD. Any schedule, including the Project Baseline Schedule and all updates and revisions thereto, showing an early completion date shall show the time between the scheduled completion date and the applicable milestone schedule deadline as "Project Float." Developer shall submit proposed utilization of project float to LA DOTD along with justification for LA DOTD concurrence prior to its use.

Additional schedule requirements are as follows:

- A. The Project Baseline Schedule shall be organized in a Work Breakdown Structure (WBS). Each schedule activity shall be mapped to one (1) and only one of the parent WBS activities. The Project Baseline Schedule shall include all major Work activities required under the Contract Agreement.
- B. The Project Baseline Schedule shall be cost (PBS-1) and resource loaded (PBS-2).
- C. The WBS identified below shall be the basis for organizing Work under the Contract Documents and shall be used to structure the baseline schedule. The WBS shall conform to the level of structure below, which represents the minimum levels of the WBS that all schedule information shall rollup to. Sections listed below that are not applicable to the Project should be removed at Developer's discretion. Developer shall further develop and detail the base WBS (the minimum requirements of which are listed below) in accordance with its specific schedule activities and shall retain the ability to summarize to at least the same level as shown in the base. Developer may add additional activities to the levels presented below with LA DOTD's concurrence. The WBS minimum requirements are:

- 1.0 Project Name
 - 1.1 Project Management
 - 1.1.1 Administration
 - 1.1.2 Bonds and Financing
 - 1.1.3 Insurance
 - 1.1.4 QC/QA
 - 1.1.5 1.1.5 Contract Milestone Deadlines

- 1.2 Design
 - 1.2.1 Environmental
 - 1.2.1.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.2 Roadway
 - 1.2.2.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.3 Drainage
 - 1.2.3.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.4 Structures
 - 1.2.4.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.4.1.1 Bridge /Tunnel
 - 1.2.4.1.1.1 (By Bridge / Tunnel No.)
 - 1.2.4.1.2 Retaining Wall
 - 1.2.4.1.2.1 (By Retaining Wall)
 - 1.2.4.1.3 Building
 - 1.2.4.1.3.1 (By Building)
 - 1.2.5 Railroad
 - 1.2.5.1 RR (by name)
 - 1.2.6 Landscape & Aesthetics
 - 1.2.6.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.7 Traffic
 - 1.2.7.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.7.1.1 Signing
 - 1.2.7.1.2 Traffic Signal Systems
 - 1.2.7.1.3 Roadway Illumination infrastructure
 - 1.2.7.1.4 Marine Illumination
 - 1.2.8 Intelligent Transportation System (ITS)
 - 1.2.8.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.9 Transportation Management and Controls During Construction
 - 1.2.9.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.10 Tolling
 - 1.2.10.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.2.11 QC/QA
 - 1.2.11.1 (By subsections determined by Developer w/LA DOTD concurrence)
- 1.3 Right of Way (ROW) Acquisition

- 1.3.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.3.1.1 (By Parcel No.)
- 1.4 Utility Adjustments
 - 1.4.1 (By Utility Owner)
 - 1.4.1.1 Negotiate Agreements
 - 1.4.1.2 Locate Existing Utilities
 - 1.4.1.3 Prepare Utility Assembly
 - 1.4.1.4 Construct Utility Adjustment
- 1.5 Construction
 - 1.5.1 Mobilization
 - 1.5.2 Roads
 - 1.5.2.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.2.1.1 Local Roads
 - 1.5.2.1.1.1 Erosion Control
 - 1.5.2.1.1.2 Earthwork
 - 1.5.2.1.1.3 Pavement, Pavement Markings
 - 1.5.2.1.1.4 TCP/MOT
 - 1.5.2.1.1.5 Other Roadway Appurtenances (Barriers, Guardrail, Impact Attenuators)
 - 1.5.2.1.1.6 Fencing
 - 1.5.2.1.2 Managed Toll Lanes
 - 1.5.2.1.2.1 Erosion Control
 - 1.5.2.1.2.2 Earthwork
 - 1.5.2.1.2.3 Pavement, Pavement Markings
 - 1.5.2.1.2.4 TCP/MOT
 - 1.5.2.1.3 Other Roadway Appurtenances (Barriers, Guardrail, Impact Attenuators)
 - 1.5.2.1.4 Fencing
 - 1.5.3 Drainage
 - 1.5.3.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.3.1.1 Cross Culverts
 - 1.5.3.1.1.1 (By location)
 - 1.5.3.1.2 Local Roads
 - 1.5.3.1.2.1 Trunk-line
 - 1.5.3.1.2.2 Inlets and Laterals
 - 1.5.3.1.3 Main-lanes, Managed Toll Lanes, and Ramps
 - 1.5.3.1.3.1 Trunk-line
 - 1.5.3.1.3.2 Inlets and Laterals
 - 1.5.3.1.4 Crossing Streets
 - 1.5.3.1.4.1 (By Street)
 - 1.5.4 Structures

- 1.5.4.1 (By subsections determined by Developer w/ LA DOTD concurrence)
 - 1.5.4.1.1 Bridges
 - 1.5.4.1.1.1 (By Bridge No.)
 - 1.5.4.1.1.1.1 Foundations
 - 1.5.4.1.1.1.2 Substructure
 - 1.5.4.1.1.1.3 Superstructure
 - 1.5.4.1.2 Retaining Walls
 - 1.5.4.1.2.1 (By Retaining Wall No.)
 - 1.5.4.1.3 Noise Walls
 - 1.5.4.1.3.1 (By Noise Wall No.)
- 1.5.5 Railroad
 - 1.5.5.1 RR (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.5.1.1 Bridges
 - 1.5.5.1.2 Track work
 - 1.5.5.1.2.1 Track
 - 1.5.5.1.2.2 Switches
 - 1.5.5.1.2.3 Signal Work
 - 1.5.5.1.3 Flagging
- 1.5.6 Landscaping
 - 1.5.6.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.6.1.1 Trees and Shrubs
 - 1.5.6.1.2 Seeding and Sodding
 - 1.5.6.1.3 Plants and Ground Cover
- 1.5.7 Traffic Related Elements
 - 1.5.7.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.7.1.1 Sign and Sign Support Structures
 - 1.5.7.1.1.1 Mainlines and Ramps
 - 1.5.7.1.1.2 Frontage Roads
 - 1.5.7.1.1.3 Crossing Streets
 - 1.5.7.1.2 Traffic Signal Systems
 - 1.5.7.1.2.1 (By location)
 - 1.5.7.1.3 Roadway Illumination
 - 1.5.7.1.3.1 Mainlines and Ramps
 - 1.5.7.1.3.2 Frontage Roads
 - 1.5.7.1.3.3 Crossing Streets
 - 1.5.7.1.3.3.1 (by Crossing Street)
- 1.5.8 ITS
 - 1.5.8.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.8.1.1 Conduits

- 1.5.8.1.2 Closed Circuit Television (CCTV)
- 1.5.8.1.3 Vehicle Detection
- 1.5.8.1.4 Changeable Message Signs (CMS)
- 1.5.8.1.5 Lane Control Signals
- 1.5.9 Traffic Control During Construction
 - 1.5.9.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.9.1.1 Traffic Mgmt. Strategy/All Stages
 - 1.5.9.1.2 Traffic Control and Signing
 - 1.5.9.1.3 Temporary Detours
 - 1.5.10 Tolling
 - 1.5.10.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.10.1.1 Electronic Toll Collection System (ETCS) Infrastructure
 - 1.5.10.1.1.1 Conduit Systems and Hubs
 - 1.5.10.1.1.2 Support Structures
 - 1.5.10.1.2 ETCS Equipment
 - 1.5.11 Buildings
 - 1.5.11.1 (By subsections determined by Developer w/LA DOTD concurrence)
 - 1.5.11.1.1 (By Building)
- 1.6 Operations During Construction
 - 1.6.1 Project Patrols and Inspections
 - 1.6.2 Traffic Control and Incident Management
 - 1.6.3 Policing
 - 1.6.4 Power Costs
- 1.7 Maintenance During Construction
 - 1.7.1 Roadway
 - 1.7.2 Drainage
 - 1.7.3 Structures
 - 1.7.4 Pavement Marking, Object Markers, Barriers, Delineators
 - 1.7.5 Guard Rail, Safety Barrier, Impact Attenuator
 - 1.7.6 Signs
 - 1.7.7 Traffic Signal Systems
 - 1.7.8 Lighting
 - 1.7.9 Fences and Noise Walls
 - 1.7.10 Roadside Management
 - 1.7.11 ITS and ETCS
 - 1.7.12 Buildings
 - 1.7.13 Incident Response
 - 1.7.14 Customer Response

- D. The Project Baseline Schedule shall divide the Work into activities with appropriate logic ties to show Developer's overall approach to the planning, scheduling, and execution of the Work. The duration and logical relationships of the activities (or summaries at the project-phase level) shall be based on the actual duration and relationships anticipated. Developer shall not use calendar dates or constraints to logically begin or complete any activity unless calendar dates are shown in the Contract Documents. (In a case where a specific date is required to start or finish an activity, only a "start on or before" or a "finish on or before" constraint is to be used.)
- E. Activity Identification (ID): Developer shall use standard and consistent activity ID numbers, textual descriptions, and activity and project-level codes in a manner acceptable to LA DOTD for the Project Baseline Schedule. Developer shall maintain consistency with the Schedule Template provided in the Reference Documents for all activity ID. Only the use of an alphanumeric coding structure with no spaces, hyphens, symbols, or characters other than letters is to be used in the activity ID. The Project Baseline Schedule Submittal and resubmittals for revisions shall be clearly identified. New activities for the resubmissions of a Project Baseline Schedule and accompanying review period(s) shall be included on the revised Project Baseline Schedule and shall use the same revision number as the original submission individually identified by a sequential appended letter (A, B, etc.), as an indication of a revised version.
- F. Each required milestone shall be included in the schedule and conform to the scheduling requirements set forth in the Contract Documents, and shall be assigned a "finish on or before" constraint date.
- G. No unspecified milestones, constraints, float suppression techniques, or use of activity durations, logic ties, and/or sequences deemed unreasonable by LA DOTD shall be used in the Project Baseline Schedule. Each Project Baseline Schedule Submittal shall clearly and individually define the progression of the Work within the applicable timeframe by using separate activities.
- H. The Project Baseline Schedule shall be used by all Parties for planning and monitoring the progress of the Work and may serve as supporting documentation for determining the Payment Request amount that may be compensable to Developer. The updated Project Baseline Schedule shall show actual progress and not calculated progress. The use of expected finish dates to calculate remaining activity duration is not allowed without prior approval by LA DOTD. Accepted changes in logic and approved changes to the Contract Documents shall be incorporated into the Project Baseline Schedule and identified in the narrative with each Submittal. These changes are to be identified with either the change notice number or another method accepted by LA DOTD to identify the change to the schedule.
- I. For resource loading the schedule, the following requirements shall be met. The commodity, labor, or equipment quantity that the activity value will be based on shall be indicated as a resource. Labor-loading of activities shall be based upon total number of workers – not total number of crews. Major construction equipment to be used by Developer and subcontractors at all tiers in completing Work shall be assigned to applicable activities. The quantity shall represent the estimated effort in-place for the activity value.

- J. The WBS for each Work element shall indicate the duration, timing, and logical relationship to other Work elements, including relationships to activities other than the parent activity of the particular Work element. Activities shall be broken down minimally to Work elements (for example, bridges shall be broken down into not fewer elements than foundations, substructure, superstructure, and decks). All Work shall be broken down to similar manageable Work elements.
- K. For utility adjustment work, if the Work is not shown as an activity itself, such Work shall be shown as a Work element, where applicable. For mobilization activities or Work elements, Developer shall provide a list of Work items that are included in each activity or Work element.
- L. The Project Baseline Schedule shall define the timeframe for completion of the Project and achievement of milestones, and shall be used to monitor progress and denote changes that occur during design and construction.
- M. Developer shall add an activity to the end of the schedule labeled “weather delays,” which shall be a sum of the remaining allotted number of days calculated in the baseline narrative report.

Project Baseline Schedule Submittals shall include:

- A. An electronic copy (Primavera P6 Version 7.0 or compatible) of the file used for the proposed Project Baseline Schedule revision;
- B. A schedule narrative meeting the requirements of Section 2.2.6;
- C. A Critical Path schedule plot; and
- D. A full schedule plot.

2.2.4 Logic Requirements

Logic ties shall refer to all relationship types. All activities/tasks on the Project Baseline Schedule shall meet the logic requirements below:

- A. A maximum duration of twenty (20) calendar days, and not less than one (1) calendar day, except activities relating to approvals and reviews by Governmental Entities, procurement activities, or as otherwise accepted by LA DOTD;
- B. Activity relationships shall be finish-to-start (FS) with no leads or lags, finish-to-finish (FF), or start-to-start (SS) with lags no more than one-half ($\frac{1}{2}$) of the predecessor’s duration;
- C. The use of leads or lags with a negative value shall not be allowed on any activity relationship type;
- D. The schedule shall provide sufficient time for all Submittals and re-submittal review times required in the Contract Documents; and
- E. All activities shown in the schedule, except for the first and last activity, shall have a minimum of one predecessor and a minimum of one successor activity.

2.2.5 Calendar Requirements

The use of a standard LA DOTD calendar is required for scheduling the Project. Developer shall be allowed to add calendars as needed for their specific use provided that the additional calendars are project-level calendars and not global calendars.

2.2.6 Narrative Requirements

The Project Baseline Schedule and all schedule updates shall include a separate narrative report. The narrative report shall be updated with each schedule submission and pertain to the Work identified in the schedule.

For the baseline schedule Submittals, the narrative report shall include the following sections:

- A. An explanation of the overall plan to complete the Project, including where the Work will begin and how the Work and crews will progress through the Project;
- B. An explanation of the use and application of the workdays per week, number of shifts per day, number of hours per shift, holidays observed, and an explanation of how the schedule accommodates anticipated weather for each month. A list of the calendars used in the schedule and a definition of their type should also be submitted;
- C. Description of the Work to be completed each season;
- D. A description of the Critical Path;
- E. An explanation of the use of any allowed constraints, including the reason and purpose for each constraint;
- F. A statement describing the status of any required permits;
- G. Developer's proposed methods of operation for designing and constructing the major portions of the Work required by the Contract Documents; and

For Project Schedule Updates the narrative shall also include the following:

- A. A description of the Work performed since the last schedule update. The Work performed shall match the Work scheduled to be performed since the last schedule update. If the Work performed does not match the Work scheduled to be performed, Developer shall include a detailed description of why there is a discrepancy between the activities that should have been completed or progressed as indicated in the previous schedule Submittal. LA DOTD may withhold payment if the reason for the discrepancy is not deemed an acceptable change in sequencing of activities or as outside of Developer's control (third party or weather-related) until additional documentation or a recovery plan is submitted and accepted as appropriate;
- B. A description of the status of the scheduled completion date, focusing on any changes since the previous submission including an explanation if the scheduled completion date is projected to occur after the contract completion date;

- C. An explanation if any contract milestone dates that are projected to occur after the dates set out in the contract;
- D. A description of unusual labor, shift, equipment, or material conditions or restrictions encountered;
- E. A description of any problems encountered or anticipated since the last schedule update; and
- F. A statement that identifies any current and anticipated delays. A discussion of delays in the narrative report does not constitute notice in accordance with the Article 12 of the CA, page 45. The statement should include identification of the delayed activity, the type of delay, the cause of the delay, and the effect of the delay on other activities and Project milestones, as well as identification of actions required to mitigate the delay.

2.2.7 Project Schedule Update Requirements

Developer shall update the accepted Project Schedule monthly to reflect the current status of the Project and any issued or accepted Compensation Events or Delay Events. The Schedule Update shall be submitted monthly after acceptance of the Project Baseline Schedule and shall be developed in accordance with the applicable provisions of the Contract Documents.

Each Project Schedule Update shall accurately reflect all activities completed as of the data date of the updated Project Schedule. All completed or started activities are to be at least one day prior to the data date of the schedule. Developer shall submit the Project Schedule Update as an electronic version in PDF and .XER formats. Developer shall also submit a PDF version of the critical items graphical report for each critical path (zero float activities) sorted by activity early start date.

The Project Schedule Update shall include the following:

- A. An electronic copy (Primavera P6 Version 7.0 or compatible) of the file used for the proposed Project Baseline Schedule revision;
- B. A schedule narrative meeting the requirements of Section 2.2.6;
- C. A Critical Path schedule plot;
- D. A full schedule plot;
- E. A five- (5) week look-ahead schedule for the activities to be completed between the schedule Submittal and the following month's schedule update;
- F. A variance report of the previous month's five (5) week look-ahead schedule; and
- G. A letter stating the dates that Developer could not work on activities identified on the Critical Path due to inclement weather. If there were no weather delays experienced during the previous month, the letter should state as such.

No changes in activity durations, calendar assignments, logic ties, or constraints will be allowed in the Project Schedule Update without prior written acceptance of LA DOTD.

The monthly Project Schedule Update(s) shall reflect updated progress to the data date, forecast the finish dates for in-progress activities, and shall reforecast early dates and late dates for remaining activities, but shall otherwise contain no changes in activity durations, logic ties, or constraints without acceptance from LA DOTD. The Project Schedule Update(s) shall also incorporate and fully specify all appropriate information from the previously accepted Project Baseline Schedule. Interruptions to an activity, after that activity has begun, shall be added as a separate activity. The activity that is interrupted shall be split into two activities: the initial activity shall be marked as completed, and the new activity shall have an FS relationship with the added interruption activity.

LA DOTD will review the monthly Project Schedule Update(s) for consistency with Developer's WBS, the accepted Project Baseline Schedule, and the previous month's accepted update for conformance with the Contract Documents. Developer shall correct any deficiencies and resubmit the monthly Project Schedule Update(s). LA DOTD may withhold payment until the Schedule Update is accepted.

2.2.8 Project Baseline Schedule Revisions

It may become necessary to modify the Project Baseline Schedule to reflect changes to the accepted schedule, Work sequences, contractual changes (accepted Delay Events or Compensation Events), or to further subdivide the schedule. Developer shall request changes to the Project Baseline Schedule and submit such requested changes in writing to LA DOTD. LA DOTD shall have final approval authority for requested changes to the Project Baseline Schedule. No changes to the Project Baseline Schedule shall be made without the prior written acceptance of LA DOTD. Until LA DOTD approves a change, all Project Baseline Schedule Submittals shall be tracked against the previously accepted Project Baseline Schedule. Accepted revisions will be incorporated into the Project Baseline Schedule at the next monthly schedule update.

Project Baseline Schedule Revision Submittals shall include:

- A. An electronic copy (Primavera P6 Version 7.0 or compatible) of the file used for the proposed Project Baseline Schedule revision; and
- B. A narrative describing in detail any proposed changes to the current version of the Project Baseline Schedule with justification for the changes, including, at a minimum, the following:
 - a) Changes to activity original durations;
 - b) Changes to activity relationships and/or schedule logic;
 - c) Identification of activities that have been added, deleted, or modified;
 - d) Changes to the Critical Path on the Project Baseline Schedule; and/or
 - e) Changes or delays in any contractual completion date since the last Project Baseline Schedule Submittal.

LA DOTD will review the Project Baseline Schedule Revision Submittal(s) for consistency with Developer's accepted Project Baseline Schedule and for conformance with the Contract Documents. Once a Project Baseline Schedule Revision is accepted by LA DOTD, it shall become

the Project Baseline Schedule of record and be used as the basis for subsequent Project Schedule Update(s).

2.2.9 Schedule Display Requirements

Each schedule submitted to LA DOTD shall display the following items on each page:

- A. Activity ID
- B. Activity Description (or Activity Name)
- C. Original Duration
- D. Remaining Duration
- E. Early Start Date
- F. Early Finish Date
- G. Late Start Date
- H. Late Finish Date
- I. Actual Start Date
- J. Actual Finish Date
- K. Total Float
- L. Percent Complete
- M. Legend
 - a. Contract Number
 - b. District
 - c. Developer Name
 - d. Project Location
 - e. Original Contract Completion Date
 - f. Revised Contract Completion Date (as Applicable)
 - g. Data Date

2.3 Quality Management Requirements

2.3.1 Document Management

Developer shall utilize a LA DOTD document control system to store, catalog, and retrieve all Project-related documents. Unless otherwise directed by LA DOTD, record retention shall comply with the requirements of LA DOTD administrative records retention schedule.

2.3.2 Quality Management Plan Submittal Requirements

Developer shall submit a comprehensive Quality Management Plan (QMP) to LA DOTD for approval that conforms to the Construction Quality Assurance Program (CQAP) procedures. All audits, findings, and reports shall be provided to LA DOTD on a quarterly basis.

2.3.3 Quality Management Plan Requirements

Developer shall develop, implement, and maintain the QMP until Final Acceptance, and until handover for the O&M work. The QMP shall describe the system, policies, and procedures that ensure the Work meets the requirements of the Contract Documents and provides documented evidence of the same.

The complete QMP shall incorporate the following features:

- A. Developer shall make all quality records immediately available to LA DOTD for review; Developer shall provide LA DOTD with a copy of any and/or all quality records when requested;
- B. The QMP shall encompass all Work performed by Developer and Contractors of all tiers;
- C. Developer shall submit to LA DOTD the results of all internal audits within seven (7) Days of their initial findings and within seven (7) days of closure; and
- D. Developer shall promptly submit to LA DOTD non-conformance reports, upon both issuance and resolution.

The QMP shall contain detailed procedures for Developer's Quality Control (QC) activities. Developer's quality process shall incorporate planned and systematic verifications and audits undertaken by an independent party. Developer shall conduct all quality activities, performance verification, and design overlay and coordination among design disciplines – all in accordance with the QMP and the requirements of the Contract Documents.

Inspections, reviews, and testing shall only be performed by entities prequalified by LA DOTD with training, qualifications, and certifications using equipment that is accurately calibrated and maintained in good operating condition at an AASHTO Materials Reference Laboratory (AMRL) accredited facility (AASHTO R18, Establishing and Implementing a Quality System for Construction Materials Testing Laboratories).

2.3.4 Quality Management Plan Structure

Developer shall organize the QMP in accordance with, and should include at least the topics described in the following outline:

- A. Project QMP - a quality policy statement shall be provided that contains a complete description of the quality policies and objectives that Developer will implement throughout its organization. The policy shall demonstrate Developer senior management's commitment to implement and continually improve the quality management system for the Work. The QMP will also include policies, plans, processes,

and procedures for:

- a. Organizational requirements with contact information of Developer's Organization as defined;
- b. Roles and responsibilities of the quality team;
- c. Administrative processes and procedures common to both design and construction quality management;
- d. Administrative processes and procedures for transition to O&M during construction, performing O&M during construction, and transitioning to and performing O&M following Final Acceptance.
- e. Quality records management processes and procedures; and
- f. A comprehensive process for identifying, documenting, and correcting nonconformance's throughout the Contract Agreement.

B. Design QMP - including but not be limited to plans, processes, and procedures for:

- a. Design development including design, checking, peer review, cross-discipline coordination, quality control checks, quality assurance, for developing Project designs and Project specifications and estimates with supporting technical documentation;
- b. Managing design over-the-shoulder and formal reviews and changes during design and construction, including independent design checks for major permanent structural components;
- c. Design communication, coordination, and collaboration internally and with LA DOTD's oversight representatives;
 - i. Routine general design coordination meetings
 - ii. Routine discipline specific design task force meetings
 - iii. Over-the-shoulder design reviews
 - iv. Formal design package submittals and comment resolution meetings
 - v. Escalation plan (including ladder, process, timing) for open, unresolved design comments.
- d. Detailed procedure for final design review and issuance of construction documents to the field for construction.
- e. Managing LA DOTD responses to work change directives, and change requests;
- f. Document control;
- g. Design and engineering support during construction, witnesses' tests, reviewing

- quality inspection and test records, responding to Request for Information (RFI's) applications, and field changes;
- h. Independent auditing of design quality management; and
 - i. Design criteria adherence and a comprehensive process for identifying, documenting, and correcting design nonconformance's throughout the Contract Agreement.
- C. Construction QMP - Developer shall comply with LA DOTD's current Construction Quality Assurance Program ("LA DOTD CQAP") and supplement with requirements stated in this Section. In the event of a conflict, LA DOTD CQAP requirements supersede.
- a. Construction inspection, testing, management, and administration;
 - b. Tracking, measuring, and documenting construction progress;
 - c. Construction decision making;
 - d. Ensuring that only the most up-to-date Released for Construction documents are being used;
 - e. Plan/Protocols for inspection, testing, and maintaining quality certifications;
 - f. Managing reviews and responses to construction documentation (RFIs, field changes, design changes, construction changes, claims, etc., during construction);
 - g. Managing and tracking approved construction changes;
 - h. Managing and controlling construction schedule;
 - i. Construction communication, coordination, and collaboration internally and with LA DOTD's oversight representatives;
 - i. Routine general coordination meetings
 - ii. Routine pre-activity safety meetings
 - iii. Routine open-issue resolution meetings
 - iv. Escalation plan (including ladder, process, timing) for unresolved construction issues.
 - j. Environmental compliance;
 - k. Independent auditing of construction quality management, as well as quality oversight processes and procedures; and
 - l. A comprehensive process for identifying, documenting, and correcting construction nonconformance's throughout the Contract Agreement.

QMP forms, workflows, and checklists are to be used to facilitate and document QA efforts,

including pre-work activity checklists that depict all items required to perform the particular design, construction, and operational efforts, such as: means and methods, subcontractor involvement, materials, and inspection/testing, special safety issues and other requirements.

2.3.5 Nonconformance Report (NCR) System

A Nonconformance Report (NCR) process shall be required to document, report, and track any Work that fails to conform to the requirements of the Contract Documents in a manner consistent with ISO 9001. Examples of nonconformance are: physical defects; test failures; incorrect or inadequate documentation; or deviation from the accepted design processes, inspection, or test procedures described in the Project QMP.

Developer shall utilize LA DOTD provided document management system, which will have the capability for documenting and implementing the NCRs, that includes the description of the NCR, Corrective Action, action to prevent, the defined roles, dispositions, tracking log, and work-flow states.

The Originator of the NCR shall indicate the description of the nonconforming Work and the applicable requirements, and shall assign the NCR to the Responsible Organization for disposition.

The Responsible Organization shall give a full description of the nature, date, location, and any other pertinent facts, and shall describe the root cause, Corrective Actions, and actions to prevent recurrence. The Responsible Organization shall submit a proposed disposition of the nonconforming Work that has been reviewed and approved by Developer's Quality Manager and the Engineer of Record (EOR) to LA DOTD. If the disposition is accepted by a LA DOTD-Authorized Representative, the Responsible Organization is notified of the final determination. Upon verification that the disposition has been performed, the NCR is closed. If the disposition is not accepted by LA DOTD, the NCR will remain opened until the disposition is accepted by LA DOTD.

2.3.5.1 Role Definitions and Order of Review for NCR's

For purposes of the Technical Provisions, the following terms have the meaning and roles identified below:

- A. Originator – The entity that initiates and creates the NCR. The Originator can be Developer or LA DOTD. The Originator closes the NCR document once all requirements have been met. The NCR cannot be closed until the Responsible Organization's disposition is approved by LA DOTD.
- B. Responsible Organization – The entity to whom the NCR is sent. The Responsible Organization is the entity directly responsible for the nonconforming Work for which the NCR was written and is responsible for correcting the nonconforming Work and providing proposed disposition to resolve the NCR.
- C. Developer's Quality Manager (QAM) – The individual that is responsible for assuring the quality of the Work. After the QAM has reviewed the Responsible

Organization's disposition, he forwards the NCR to the EOR and the LA DOTD-Authorized Representative.

- D. Engineer of Record (EOR) – The individual that is responsible for the design of the Work. The EOR must review, reject, or approve all NCRs and supporting documents, subject to the LA DOTD-Authorized Representative's determination of the approved Design Documents. Any changes from the requirements of the Contract Documents must be presented for approval as a Deviation. If the subject of the NCR is not related to a subject that would typically require a design professional's input, the EOR must note that the NCR is "not applicable."
- E. LA DOTD-Authorized Representative – The individual authorized by LA DOTD to be responsible for monitoring the NCR process. LA DOTD must review and make a recommendation to reject or approve all dispositions and supporting documents.

2.3.5.2 NCR Disposition Options

After the Originator of an NCR has activated an NCR, the Responsible Organization provides a proposed disposition. Options available for the disposition are defined in the NCR as follows:

- A. Reject – The Work is unsuitable for its intended use and incapable of being reworked or repaired to meet the specified requirements of the Contract Documents.
- B. Rework – The deficiency can be brought into conformance with the Contract Documents through rework, or completing the required operations. Inspection is required after the rework is completed to verify the rework is satisfactory to the Originator.
- C. Repair – Action is required that will result in making the Work acceptable for its intended use, as determined by an engineering evaluation, although the item might not meet all of the requirements of the Contract Documents. Inspection is required after the repair is completed to verify the repair is satisfactory to the Originator.
- D. Accept-As-Is – Allows the use of the Work completed that does not meet all requirements of the Contract Documents, but it is determined by engineering evaluation that the Work will satisfy its intended use. Acceptance As-Is does not relieve the Developer from potential damages for any assessment against delivering an inferior work product.

2.3.5.3 NCR Corrective Action

In addition to the resolution of nonconformance on a case by case basis, the Corrective Action process will urgently recognize, report, and resolve systemic and serious deficiencies, including:

- A. Repetitive NCRs that indicate inadequacies in production, processes, materials, schedule management, resource management, or inspections;

- B. Issues of safety or conditions likely to have an effect on the work product; and/or
- C. Quality procedures not being carried out in a responsive and compliant fashion.

The Corrective Action mechanism will address the possibility that the personnel responsible for the relevant activity might be a primary cause of the deficiencies. Remedial action might involve additional training and, in some cases, removal of personnel from the activity and/or the Project.

2.3.5.4 Workflow States

The following workflow status are applicable to the NCR:

Status	Description
Draft	Indicates that the NCR is being written.
Active	Indicates that the NCR has been submitted to the Responsible Organization to provide causes, Corrective Actions, actions to prevent recurrence, and a disposition for the nonconforming Work.
Pending Review/Correction	Indicates that the Responsible Organization has responded with a disposition, and the disposition is under review. The document is routed to appropriate parties for concurrence/approval of the disposition.
Pending Closure	Indicates that the nonconforming Work has been corrected, and the Responsible Organization is waiting for inspection/verification and closure.
Closed	Indicates that the nonconformance has been resolved satisfactorily, and the NCR is closed.

2.3.6 Quality Terminology

Quality terminology, unless defined or modified elsewhere in the Contract Documents, shall have the meaning as defined in ISO 9001. Terms used in ISO 9001 shall have the meanings defined below:

- A. Organization: Developer’s organization, including any Affiliates and Contractors.
- B. Customers: The Users of the roadways, LA DOTD, Customer Groups, and key stakeholders that have an adjacent property interest or connecting roadway.

2.3.7 Quality Management Updates

Developer shall regularly update the QMP as required to include the following information current:

- A. The organizational chart that identifies all quality management personnel, their roles, authorities and line reporting relationships;
- B. Descriptions of the roles and responsibilities of all quality management personnel including those within and outside the Quality Management organization who have the authority to stop Work; and
- C. Identification of material testing agencies utilized by the Developer, including information on each agency's capability to provide the specific services required for the Work, certifications held, equipment, and location of laboratories.

2.3.8 Responsibility and Authority of Developer Staff

Personnel assigned to perform inspection, testing, or monitoring of construction shall not be those personnel performing or directly supervising the Work being accepted. Developer's QAM and its QC staff shall have no responsibilities in the production of the Work.

The QAM shall prepare and submit a monthly report of the quality inspections and tests performed, results of such inspections and tests, and occurrences and resolution of non-conformance discoveries. Developer shall submit the monthly reports to LA DOTD for review.

Developer's QAM, QA Manager, Owner Verification (OV) Consultant, and QC Manager(s) shall have the authority to stop Work because of quality-related issues.

2.3.9 Design Quality Management Plan

It shall be Developer's sole responsibility to provide Project plans, drawings, specifications and related materials of such a nature to deliver the finished construction Work in accordance with all Contract Document's requirements. LA DOTD compliance comments pertaining to design documents shall not relieve Developer of that responsibility. Developer shall not begin Construction Work on any given element until all LA DOTD compliance comments on the design Submittal directly or indirectly related to that element are resolved to the satisfaction of LA DOTD, and the plan is accepted.

Developer shall assign a Design Quality Manager that shall be responsible for the supervision and quality of all Design Work and design processes including, but not limited to, the following:

- A. Accuracy;
- B. Adequacy;
- C. Conformance to professional standards of practice;
- D. Compliance with all legal requirements and standards mandated by the Contract Agreement;
- E. Safe;

- F. Quality Checked; and
- G. Fit for purpose and function as specified or implied in the Agreement.

Developer shall provide independent design checks by an independent design reviewer. Independent design reviews are to be performed and documented per the process defined in Developer Design QMP and completed prior to any Submittal to LA DOTD. At LA DOTD's discretion, LA DOTD may perform periodic audits of the Developer's design and design quality management process.

Elements of the Design QMP process, organized as described in Section 2.3.4 (B) above, are:

- A. Design Workshop - Within fifteen (15) days of NTP, Developer shall arrange a design workshop to be attended by the Designer's personnel and LA DOTD, as well as any invited participants of the Project. The purpose will be to familiarize involved personnel with the design concepts, issues, status, and review procedures. Developer and LA DOTD will jointly develop the agenda of the workshop and how it will be organized. Consensus will be determined during the Design Workshop on the use of Interim Design reviews for facility elements that pose complex or entail additional conflict resolution effort. The intent of the workshop is to make the Developer's design development and compliance reviews effective and efficient for all parties.
- B. Design Review Quality Plan - The Design Review Quality Plan shall be part of the QMP and be submitted for LA DOTD review and approval prior to the start of design and within thirty (30) Days of NTP. No design Submittals shall be made until the Design Review Quality Plan is approved by LA DOTD. The Design Review Quality Plan shall include both the quality responsibilities of the Design Manager and the independent responsibilities of the QAM. The Design Review Quality Plan shall be specific to each stage of design development. Developer shall make a single independent comprehensive design check and design review for every Submittal. Developer shall provide plans in accordance with the most recent version of the LA DOTD's "Electronic Standards for Plans" found at http://www.dotd.la.gov/highways/project_devel/design/electronic_standards_disclaimer.asp. Any deviation of software versions from the Technical Provisions used in producing the plans will be allowed under the condition that Developer provides the software, access to software licenses, and training for use of the proposed software to LA DOTD and its representatives. The Design Review Quality Plan stages of design development are to be no fewer than:
 - a. Preliminary design documents for each approved construction phase;
 - b. Final design documents for the staged design submittals;
 - c. Final design documents (complete set) for the approved construction phase; and
 - d. As-builts construction documents.

Developer shall document all design criteria and design decisions in a Project Design

Data Book submitted for approval, and stored / archived with the project files. The Project Design Data Book shall include complete and up-to-date design parameters and decisions.

Developer shall submit the initial Project Design Data Book for LA DOTD acceptance no later than thirty (30) Days after NTP. Developer shall not submit any Design Submittal until the Project Design Data Book has been approved.

Developer shall update and include the relevant portions, or as requested by LA DOTD, of the Project Design Data Book with each design submittal, including, but not limited to preliminary design, final design, Released for Construction (RFC) and RFC revisions. Developer shall include the finalized and comprehensive Design Project Data Book with the as-built submittal.

Developer may choose to submit certain drawings for facilitating better communication with LA DOTD. LA DOTD will make itself available for Interim Design reviews, over-the-shoulder reviews, and post review comment resolution meetings, all of which are intended to identify and resolve compliance issues as quickly and efficiently as possible between preliminary design and final design submittals.

- C. Independent design checks - Developer shall cause independent design checks to be carried out by an independent design reviewer not involved in the production of the design being reviewed. Those performing the checks should have equal or greater qualifications and experience than the EOR specific to the elements of design being checked and should be employed by a different engineering firm or located in a separate office location. Developer shall provide to LA DOTD a plan/process and written procedures for this independent design check. An independent design check shall be provided for each design Submittal prior to being submitted to LA DOTD. Developer shall provide all comments and comment responses between Developer's EOR and the independent design reviewer for each Submittal review. LA DOTD will not initiate any design Submittal Review before Developer submits all comments and comment responses between the Developer's EOR and the independent design reviewer.
- D. Independent design checks are comprised of design assessments and analytical checks as follows:

Design Assessment – a review of general compliance with the requirements of the Agreement, taking into consideration the following areas:

- a. Project design criteria;
- b. Applicable codes and standards;
- c. Methods of analysis;
- d. Computer software and its validation;

- e. Interface requirements;
- f. Materials and material properties;
- g. Durability requirements;
- h. Constructability;
- i. Context Sensitivity;
- j. Environmental compliance; and
- k. Any required Design Exceptions and/or Design Waivers.

Developer shall submit to LA DOTD, and FWHA as appropriate, all requests for Design Exceptions and Design Waivers, including justification and supporting documentation, for review and approval.

Analytical Check – a review using separate calculations (and without reference to Designer’s calculations) to establish the structural adequacy and integrity of critical structural members. This includes, but is not limited to the following:

- a. Structural geometry and modeling;
 - b. Material properties;
 - c. Member properties;
 - d. Loading intensities;
 - e. Foundation loads; and
 - f. Structural boundary conditions.
- E. Changes Subsequent to Review - If design is amended subsequent to the design review and acceptance by LA DOTD, Developer shall re-check and re-certify the design as an additional design review. Substantive changes to plans and specifications initiated by Developer and already checked by the Design Quality Control Manager and certified by the QAM shall be subjected to the Design Review process as an entirely new design.
- F. Design Reviews - Design reviews and meetings shall be facilitated and conducted by Developer’s Design Manager. The QAM, the Design Quality Control Manager, EOR, Developer’s independent design reviewer, and any Design Professionals having significant input into the design or review shall be present. Developer shall notify and invite LA DOTD to participate in all design reviews. The Design Manager shall organize and facilitate a design review kick off workshop with LA DOTD within thirty (30) days of NTP to discuss design Submittals. Thereafter, design review meetings shall be scheduled monthly, or at the frequency determined by LA DOTD, until all Submittals have been approved to ensure process and success is obtained for all design reviews. LA DOTD may also invite additional stakeholders to attend. LA DOTD’s participation in design reviews shall not relieve Developer of its responsibility for the satisfactory completion of the Work in accordance with all

requirements of the Contract Documents.

Developer's Design Manager shall provide the agenda of the meeting in advance of the meetings and shall provide a detailed summary status of all Submittals to LA DOTD for their review. The detailed summary status list, at a minimum, shall provide the date submitted, to whom it was submitted, contractual required review period, total days in submission, date approved, and comments.

Developer shall provide or make available to review meeting participants relevant design documents (e.g., drawings, reports, specifications, basis of design memorandums, and other technical memorandums as necessary to support design decisions) pertinent to the design review, including all prior compliance review comments and actions resulting there from. Developer shall prepare and distribute meeting summary notes from the review meetings. Design Reviews shall be conducted for the following:

Preliminary design submittal shall be the first design review meeting requiring participation of LA DOTD and is intended to verify that the concepts proposed by Developer comply with the requirements of the Contract Documents. The QAM shall verify in writing the compliance and completeness of the Design Submittal prior to presenting the preliminary design to LA DOTD for review. At a minimum, the following issues shall be discussed:

- a. All requirements of the Contract Documents applicable to the proposed design documents, including: all applicable standards and legal requirements, and environmental permit conditions that have been identified; and the proposed designs are in compliance;
- b. The proposed design is substantiated and justified by adequate site investigation and analysis;
- c. ROW requirements have been identified, and any changes to the State Proposed ROW have been addressed for LA DOTD to maintain and operate the Project after Final Acceptance;
- d. The proposed design is constructible;
- e. Required materials and equipment are available;
- f. The proposed design meets all quality requirements, and all required QMP procedures has been followed, as well as draft specifications for any materials or methods that are not industry standard;
- g. Proposed design complies with permits and environmental compliance requirements; and
- h. Any related Design Exceptions and Design Waivers are approved.

Optional limited interim design reviews are intended to resolve conflicts and address unresolved comments after the preliminary design but prior to final design. Developer should use interim design reviews to remedy conflicts, account for exceptions, and incorporate resulting corrections. Developer shall notify LA DOTD as early as

practical but not less than five (5) days in advance if interim design reviews are necessary and shall schedule the necessary design reviews, workshops, meetings, and “over-the-shoulder” reviews as may be required to facilitate interim design reviews.

Developer may also use interim design reviews to verify that the concepts and parameters established and represented by preliminary design are being followed, and that all requirements of the Contract Documents continue to be met. Developer shall specifically highlight, check, and bring to the attention of LA DOTD any information differing from or supplemented to that presented at the preliminary design review.

Final design reviews shall verify that the concepts and parameters established and represented by preliminary design and any interim design are being followed and that all Agreement requirements continue to be met. Developer shall specifically highlight, check, and bring to the attention of LA DOTD any information differing from or supplemental to that presented previously. Prior to scheduling the final design review with LA DOTD, the QAM’s independent review shall have been completed.

Developer shall be responsible for demonstrating that any proposed specifications meet or exceed the minimum Agreement and permit requirements, as determined by LA DOTD in its sole discretion, and are suitable and appropriate to control the Work.

Temporary work design reviews are the responsibility of Developer to assure conformance with the Final Design plans and specifications and in accordance with the Agreement requirements. Developer shall verify pertinent dimensions in the field prior to conducting a temporary works plan review. Developer shall check, review, and certify temporary works designs prior to their use in fabrication and/or construction.

The review of as-built record documents shall be performed initially by Developer to assure “red-lines” and authorized changes to the Final Design Plan are properly notated on the record plans and specifications, and that quality documents and facility records indicating variances or changes have been reflected on the plans and specifications. Once Developer has completed their review, the as-built records are to be submitted to LA DOTD for review and acceptance.

Design quality records shall be maintained by Developer in an auditable format according to the QMP procedures. LA DOTD has the right to audit the quality records for compliance with the QMP and the Agreement requirements. Upon completion of the Project, the quality records shall be turned over to LA DOTD in an acceptable form and format.

Independent design review for the tolling-related components shall be conducted by the same team of individuals for the entire Project unless otherwise approved in writing by LA DOTD.

2.3.10 Record Drawings, Shop Drawings and Documentation

Prior to Final Acceptance, Developer shall submit to LA DOTD a complete set of record or as-built drawings as well as shop drawings for all the construction phases of the Project. All documentation shall be an organized, complete record of Plans, supporting calculations, and details that accurately represent what Developer constructed. Developer shall ensure that the record drawings and shop drawings reflect the actual condition of the constructed Work. As-built plans must be delivered in hard-copy and on CD-ROM or DVD media, and labeled with media-compatible indelible ink on separate lines as follows:

State Project No. H.004791
Federal Aid Project No. H004791
As-built Plan Submittal
Electronic Deliverables
[Design-Builder's name]

Record drawings and shop drawings shall be submitted for the portion of the Project actually opened to traffic. Developer shall include a signed statement by the Design Manager, EOR, and QAM stating that the record drawings reflect the actual condition of the constructed Work.

2.3.11 Construction Quality Management Plan

The Construction Quality Management Plan (CQMP) shall include a description of the roles and responsibilities of both Developer and LA DOTD, as described in LA DOTD's Construction Quality Assurance Program (CQAP) for the Project, as more fully described in the most current update of the document.

2.4 Joint Project Inspection

A joint project inspection of the Project area shall be performed and approved no sooner than thirty [30] days prior to commencement of construction. The physical in-field joint project inspection shall be performed by a LA DOTD-Authorized Representative and Developer, and attended by LA DOTD, if desired. The purpose of the joint project inspection is to create a physical baseline of the existing real estate and permanent fixtures and assets of LA DOTD prior to the start of the Work. The inspection shall encompass the entire Project Limits.

Developer shall clean the existing drainage system sufficiently enough to allow for the proper detailed inspection of the system during the joint inspection within the Project Limits.

The joint project inspection Submittal shall be provided by Developer and shall be reviewed and approved by LA DOTD. The joint project inspection Submittal shall include, but not be limited to, the following:

- A. Project Limits for O&M Work drawings as referred to in Section 18.1.6 together with the Baseline Element Condition Report referred to in Section 18.3.3.2 providing marked-up notes of deficiencies and location reference for cross-referencing any photographs or additional information denoting the existing condition of the infrastructure within the proposed Project Limits.

- B. Pre-construction digital photographs and high-resolution digital video of the Project Area including all existing facilities, structures, and environmentally sensitive areas that can readily depict the exact conditions of the existing Elements of the Work. Developer shall provide a sample report of a section of the Project to determine the level of expected accuracy and increments of the photo documentation. Developer shall provide a document control plan approved by LA DOTD that outlines the requirements for the recording and filing of these documents.
- C. Intermittent photographs along the pavement and shoulders to clearly depict the existing condition of the pavement and shoulders that will be utilized during construction. Developer shall be responsible for maintaining the existing pavement and shoulders to a condition equal to or better than existing conditions at all times during the design-build period.
- D. Video recording prior to the beginning of construction and at final acceptance of any existing underground storm or sanitary sewer system within the Project Limits for O&M Work or to the nearest structure, whichever is greater.
- E. Pre-construction digital photographs and high-resolution digital video of existing bench marks, temporary bench marks, existing utilities, and trees and plants to remain.

2.5 Requirements for Project Office and Field Office

2.5.1 Project Office Requirements

Within 30 calendar days of the Contract Notice to Proceed date, the Developer shall provide a Project Office either at the Project site or within close proximity of the Project site, at the discretion of the Developer. This Project Office shall be located on a site provided by the Developer, which will allow adequate parking space.

The Project Office shall house the Developer's Key Personnel, including the Developer's Project Manager, Construction Manager, and Design Manager; project records and reports; and all equipment necessary for administering the Contract. Also, the Project Office shall have at least one (1) conference room of sufficient size to accommodate Project-related meetings; and appropriate storage areas, restroom facilities and kitchen facilities for the Project.

The Project Office shall be equipped with all necessary office, conference room and kitchen furniture, refrigerator, microwave oven, heating and air conditioning, and all necessary utilities including electricity, water, gas, sewer, telephones and telephone service, and internet service. The Project Office shall be handicapped accessible.

The Project Office shall remain in full service until final completion, acceptance, and close-out of the project.

2.5.2 Field Office Requirements

Within 30 calendar days of the Contract Notice to Proceed date, the Developer shall provide a field office at the Project site or within close proximity of the Project site at the discretion of the Developer. This field office shall be separate from the Developer's Project Office and shall be

solely for the use of LA DOTD personnel and their designated agents and representatives. This field office shall be located on a site provided by the Developer, which will allow adequate parking space for LA DOTD personnel and their designated agents and representatives.

The field office shall be of sufficient size to accommodate LA DOTD personnel and their designated agents and representatives and shall be handicapped accessible. The field office shall be a minimum of 1,700 S.F. in size, and shall include the following:

- A) Two (2) offices with minimum dimensions of 12' X 14';
- B) Two (2) offices with minimum dimensions of 10' X 12';
- C) One (1) work station area with minimum dimensions of 16' X 24';
- D) One (1) reception area with minimum dimensions of 10' X 12';
- E) One (1) kitchenette with minimum dimensions of 10' X 12';
- F) One (1) windowless, lockable storage area with minimum dimensions of 10' X 12';
- G) One (1) conference room with minimum dimensions of 12' X 16';
- H) One (1) men's restroom; and
- I) One (1) women's restroom.

The field office shall be equipped with all necessary office, conference room and kitchenette furniture, refrigerator, microwave oven, heating and air conditioning, and all necessary utilities including electricity, water, gas, sewer, telephones and telephone service, and internet service. The field office shall be handicapped accessible.

2.6 Web-Based Project Management Program

LA DOTD will implement a web-based project management website throughout the term of the Agreement for file storage, communication, and correspondence. Developer is required to access and use the web-based project management system provided by LA DOTD.

This system provides all Project team members:

- A. Simplification of communications;
- B. Automated tracking of time-sensitive information;
- C. Automated reporting;
- D. Common document storage and management audit trail of information; and
- E. Secure, real-time 24/7 access and exchange of information.

All Project team members shall be required to use this system for all official Project communications and interactions, including:

- A. Correspondence;
- B. QMP and Submittals;
- C. Issues;
- D. Meetings;
- E. Design Management;
- F. RFIs (Requests for Information);
- G. Submittals;
- H. Schedule Submittals;
- I. Nonconformance reporting (NCR's);
- J. Resident Engineer's Daily Diary;
- K. Daily Activity Reports;
- L. Punch Lists;
- M. Reporting;
- N. Document Management
- O. Construction Drawing Management (including management markups, versions, and revisions);
- P. Project Archiving and Closeout;
- Q. As-built Drawing Management.

All Project team members shall use the web-based project management system on a daily basis to perform their Project responsibilities in a timely manner.

Additional requirements/guidelines of the system:

- A. The web-based system shall be used to track and manage the Project and will be an official record of all Project communication. Organizations shall post key Project-related information to the system. LA DOTD shall provide a system that will, at a minimum, provide a shared interface for: meeting summary notes, Requests for Information (RFIs), general correspondence/transmittals, Punch List(s), resident engineer's daily diary, daily activity report, NCRs, inspection logs and reports, management audit logs and reports, and Submittals including schedule updates and schedule revisions.
- B. No later than thirty (30) calendar days after NTP, all Project team organizations involved shall designate a web-based project management system coordinator (an internal point of contact) and provide the coordinator's name, phone number, and email address to LA DOTD and Developer.
- C. All users of this web-based project management system must complete training prior to having access to the system.
- D. All Project team members will be solely responsible for establishing and furnishing high-

speed internet connectivity (50mbps recommended) to access the web-based project management system.

- E. Submittals must be made, tracked, and reviewed via the system. In the case where physical samples are required, the Submittal will still be reviewed and tracked via the system. The sample itself will be delivered to the reviewer via traditional means.
- F. Developer and LA DOTD shall utilize the file-naming convention as reviewed and concurred by LA DOTD

All Submittals shall be provided to the web-based project management system. Project documents transmitted via the system must comply with the following electronic formats:

- A. Documents generated in Computer-Aided Design (CAD) applications shall be submitted in Portable Document Format (PDF) generated by a PDF writer from the CAD application;
- B. Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc., generated by hand-drafting methods) shall be scanned to Tagged Image Format version 5 or 6 [TIFF 5 or 6 (.tif)], Bitonal [or Black and White (a.k.a. Line Art, on some scanners)] (.tif), or PDF (.pdf), color with a resolution of two hundred (200) dots per inch (dpi) using CCITT Group 4 (2d Fax) compression;
- C. Documents that have been generated using PDF printer drivers (not scanned) shall be submitted via the system;
- D. Electronic photographs shall be submitted in Joint Photographic Experts Group (JPEG) (.jpg) file format, sized at a minimum resolution of 1024 by 768 pixels;
- E. Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a resolution of 200 dpi; and/or
- F. Product data that is available for download from the manufacturer's website that has been generated using PDF printer drivers (not scanned) may also be submitted via the System.

2.7 Project Meeting Requirements

Developer attendance at each meeting shall, at a minimum, include all appropriate staff necessary to make decisions regarding the subject matter of the meeting to progress the Project and maintain the schedule. Developer shall, at the request of stakeholders or their agent, hold additional meetings, and Developer shall cause additional staff to be in attendance at all meetings if requested by stakeholders or their agent. At a minimum, Developer shall hold, participate, and prepare meeting summary notes in the following regular meetings with stakeholders and LA DOTD:

2.7.1 Weekly Meeting Requirements

- A. Progress Meeting;
- B. Submittals Review Team Meeting;
- C. ITS Communications Meeting;
- D. Traffic Interruption Meeting; and

- E. Design Coordination Meeting.

2.7.2 Bi-weekly Meeting Requirements

- A. Public Communications Team Meeting;
- B. Utility Coordination Team Meeting;
- C. Quality Management/Compliance Team Meeting;
- D. Environmental Management Meeting; and
- E. Materials Team Meeting.

2.7.3 Monthly Meeting Requirements

- A. Schedule Review Meeting (shall be held the first week of each month);
- B. Payment Request/Progress Status Team Meeting (shall be held the first week of each month); and
- C. ROW Acquisition Team Meeting.

2.8 Project Reporting and Tracking

Developer shall be responsible for preparing and submitting to LA DOTD monthly cost, schedule, and status reports for the Term of the Contract Agreement. The following items are required to be included in the monthly status reports:

2.8.1 Executive Summary

The executive summary shall be a clear and concise summary of the current status of the project, including any major issues that have an impact on the Project's scope, budget, schedule, quality, or safety. It may be done in a bulleted format for ease of briefing. The following summary information is an example of items that would be useful monthly:

- A. Current total Project cost (forecast) vs. latest approved budget vs. baseline budget;
- B. Reasons for any deviations from the approved budget;
- C. Current overall Project completion percentage vs. latest approved plan percentage;
- D. Any delays or exposures to milestones and final completion dates. Reasons for the delays and exposures;
- E. Any significant contracts advertised, awarded, or completed;
- F. Any significant scope of work changes;
- G. Any significant items identified as having deficient quality;
- H. Any significant safety issues; and

- I. Any significant Federal issues such as environmental compliance, Buy America, Disadvantaged Business Enterprises (DBE) affirmative action requirements, etc.

2.8.2 Project Activities and Deliverables

The purpose of this section is to: (1) highlight the project activities and deliverables occurring during the previous month (reporting period), and (2) define the activities and deliverables planned for the next two reporting periods. Activities and deliverables to be reported on shall include meetings, audits, and other reviews; design packages submitted advertisements; awards; construction submittals; construction completion milestones; financial plan submittals; media or Congressional inquiries; value engineering/constructability reviews; and other items of significance. The two-month “look-ahead schedule” will enable LA DOTD personnel to better schedule their workloads to accommodate any activities requiring input or assistance.

2.8.3 Action Items/Outstanding Issues

This section shall draw attention to, and track the progress of, highly significant or sensitive issues requiring action, direction, and resolution. In general, issues and administrative requirements that could have a significant or adverse impact to the Project’s scope, budget, schedule, quality, safety, and/or compliance with Federal requirements shall be included. Status, responsible person(s), and due dates shall be included for each action item/outstanding issue. Items requiring action or direction that month shall be included in the monthly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action and upon no further monitoring anticipated.

The process of tracking action items, outstanding issues, proposed changes, etc., shall be documented in the PMP to ensure resolution.

2.8.4 Project Schedule

An updated Project Schedule reflecting the current status of the Project activities shall be included in this section. A Gantt- (bar) type chart is probably the most appropriate for monthly reporting purposes, with the ultimate format to be approved by LA DOTD. The requirements of the Project Schedule are detailed elsewhere in this Section 2. It is imperative that the Project Schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire Project schedule, with a realistic completion date being reported.

Narratives, tables, and/or graphs shall accompany the Project Schedule, basically detailing the current schedule status, delays, and potential exposures and recovery efforts. The following information shall be included:

- A. Current overall Project completion percentage vs. latest approved plan percentage;
- B. Completion percentages vs. latest approved plan percentages for major activities such as ROW, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description shall also

be included for each of these major or critical elements; and

- C. Any delays or potential exposures to milestone and final completion dates. The delays and exposures shall be quantified and overall schedule impacts assessed. The reasons for the delays and exposures shall be explained, and initiatives being analyzed or implemented in order to recover the schedule shall be detailed.

2.8.5 Project Cost

An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget shall be included in this section. Developer shall include the following items as part of the cost spreadsheet and update for each monthly report: (1) baseline budget, (2) latest approved budget, (3) current forecasted cost estimate, (4) expenditures or commitments to date, and (5) variance between current forecasted cost and latest approved budget. Line items shall include all significant cost centers, such as ROW, preliminary engineering, environmental mitigation, section design contracts, construction administration, utilities, and construction packages. The line items can be detailed such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A project total line shall be included at the bottom of the spreadsheet.

Narratives, tables, and/or graphs shall accompany the updated cost spreadsheet, detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be included:

- A. Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns;
- B. Transfer of costs to and from contingency line items, and reasons supporting the transfers; and
- C. Speculative cost changes that may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis of the available contingency amounts shall be included, showing that reasonable and sufficient amounts of contingency remain to keep the Project within the latest approved budget.

A vigorous process shall be implemented to enhance the monthly Project reporting and tracking. Non-integrated cost and schedule reporting normally compares the actual expenditures (contractor payments, invoices, ROW expenditures, etc.) to the planned expenditures. Non-integrated reporting does not take schedule slippage into account; therefore, if the Project is behind schedule, the actual expenditures will naturally be less than the planned expenditures and the comparison could provide a misleading status as to whether or not the project is within budget. Therefore, integrated reporting must be used to ensure timely, accurate data from which to make Corrective Action if required.

2.8.6 Project Quality

The purpose of this section is to: (1) summarize the quality activities during the previous month (reporting period), and (2) highlight any significant items identified as being deficient in quality. Deficient items noted shall be accompanied by reasons and specifics concerning the deficiencies, and Corrective Actions taken or planned. In addition, the agency or firm responsible for the Corrective Action shall be documented. Planned Corrective Actions shall then be included as Action Items/Outstanding Issues.

2.8.7 Photography

Developer shall provide monthly aerial photo submittals (one hard copy and high [14 or greater mega pixels] and low [6 to 8 mega pixels] resolution digital files), a minimum of two (2) photos of the entire project and three to four (3-4) photos per phase at LA DOTD specified locations on the Project for the various phases of construction. Photos shall be taken from the same angle, elevation and location as previously taken, in order to show the progress of the work from commencement of construction to Final Acceptance.

Developer shall provide high resolution (12 or greater mega pixels) live-stream video feed of construction activities on the Project and time-lapse cameras at various locations (to be reviewed and approved by LA DOTD) for all phases of the Project. Developer shall also provide and maintain a hosting website at minimum from commencement of construction to Final Acceptance. The hosting service shall have the capability of storing, managing and capturing images/data at multiple locations including but not limited to still photos, time lapse videos, live-stream videos, etc. LA DOTD and its representative shall have complete access and control of the hosting website. All the data (still photos, time lapse videos, live-stream videos, etc.) and equipment shall become property of the LA DOTD. Developer will be responsible for the installation including power, and maintenance of the equipment at all times. Minimum requirements for the cameras and hosting website are as follows:

- A. Minimum one to two (1 – 2) 12 mega pixel PTZ HD 1080P camera with 4G (or latest service available at the time of the award) Cellular interface (with zooming and rotating capability).
- B. Minimum two to three (2 – 3) 12 mega pixel HD 1080P fixed/dome camera with 4G (or latest service available at the time of the award) Cellular interface.
- C. Each camera shall have weather protection casing.
- D. Hosting website service shall include 24 hours, 7 days a week live feed of construction activities, webcam images captured minimum every 30 seconds for time lapse videos, and on-demand and time-lapse video production.

2.8.8 Other Status Reports

LA DOTD will require Developer to provide other reports to ensure that the project status issues are fully and openly communicated, including but not limited to reports as may be identified in other sections of the Technical Provisions and Contract Documents on: contractor safety performance (as compared to the National average or other benchmark), DBE actual utilization versus goals, Public Information and Communications Plan, Value Engineering and

Constructability Review Plan, Environmental Compliance Report, and/or compliance with the Buy America requirements.

2.8.9 Monthly Pay Estimate Request (PER)

Developer shall submit the following documentation and information to comprise the monthly PER in addition to the requirements in Volume 1, Exhibit 7. The PER shall include, but is not limited to the following:

- A. PER Coversheet;
- B. Detailed Schedule of Values (.pdf and .xlsx formats) as agreed and approved by LA DOTD
- C. DBE Form/Report;
- D. Materials Certificate Documentation, including a copy of the Monthly Materials Certification from the QAM and a copy of the Materials Check List as required in “LA DOTD CQAP;”
- E. Payment Certification;
- F. Pay Estimate Request Backup Documentation, LA DOTD may request any additional documentation as needed to validate any pay item;
- G. Design-Build Contractor Report; and
- H. Certification that Payroll has been reviewed, including the names of contractors and subcontractors, any deficiencies, and any Corrective Actions

2.9 Key Personnel; Qualifications of Employees

2.9.1 General Requirements

The Contract Documents identify certain job categories of Key Personnel for the Project. Except as provided in Sections 2.9.2, Developer shall not change, or permit any change in, any Key Personnel. Any replacement Key Personnel during the Term shall be subject to approval by LA DOTD.

Developer shall designate one or more Authorized Representative(s) who shall have onsite field and office authority to represent and act for Developer. Such Authorized Representative(s) shall be present at the jobsite at all times while Work is actually in progress. Developer shall provide phone, e-mail addresses and mobile telephone numbers for all Key Personnel. LA DOTD requires the ability to contact all Key Personnel 24 hours per day, seven days per week.

Developer acknowledges and agrees that the award of this Agreement by LA DOTD to Developer was based, in part, on the qualifications and experience of the personnel listed in the Proposal and Developer’s commitment that such individuals would be available to undertake and perform the Work. Developer represents, warrants and covenants that such individuals are available for and will fulfill the roles identified for them in the Proposal in connection with the Work. Individuals filling Key Personnel roles shall be available for the Work and shall maintain active involvement in the

prosecution and performance of the Work sufficient for satisfactory performance of the tasks to be performed by such Key Personnel. In addition to the foregoing, LA DOTD reserves the right to require a greater time commitment, which could include a 100%-time commitment from any Key Personnel during the Construction Period or the O&M Period, as applicable, if LA DOTD, in its discretion, determines that such personnel are not devoting sufficient time to the prosecution and performance of the Work for satisfactory performance of the tasks to be performed by such Key Personnel.

If an individual filling one or more Key Personnel roles is not available for the Work and does not maintain active involvement in the prosecution and performance of the Work because such individual has been replaced, Developer acknowledges that LA DOTD, the Work and the Project will suffer significant and substantial Losses due to the unavailability of the individual identified in the Proposal and that it is impracticable and extremely difficult to ascertain and determine the actual Losses that would accrue to LA DOTD in such event. Therefore, if an individual filling a Key Personnel role during the period beginning on the effective date and ending on the expiration of the General Warranty Period, or if an individual filling an “O&M Period” Key Personnel role during the period commencing on the Final Acceptance date through the end of the Term, is not available or not actively involved in the prosecution and performance of the Work sufficient for satisfactory performance of the tasks to be performed by such Key Personnel, as determined by LA DOTD in its discretion, regardless of whether such individual has been replaced by an individual approved by LA DOTD, Developer acknowledges that LA DOTD may at its sole discretion place a claim against such losses.

2.9.2 Key Personnel Qualifications and Requirements

In the qualifications specified below, the word “must” indicates a required minimum qualification.

- A) Principal-in-Charge: Shall be the person who can legally bind the Developer during the course of the Comprehensive Agreement and oversee the Developer team’s performance of all aspects of the Comprehensive Agreement. The Principal-in-Charge is not required to be assigned to the Project full time, but will have primary responsibility for resolving any issues that cannot be resolved with the Developer’s Project Manager.
- B) Developer’s Project Manager: Shall lead the Developer’s efforts and be responsible for overall design, construction, operation, maintenance, and contract administration on behalf of the Developer, assigned to the Project full time and co-located/on-site until Final Acceptance, at which time these responsibilities are turned over to the Operations and Maintenance Manager unless identified otherwise.
- C) Design Manager: Responsible for ensuring that the overall Project design is completed and design criteria requirements are met. Co-located/on-site whenever design activities are being performed, including design activities related to field design changes.
- D) Construction Manager: Responsible for ensuring that the Project is constructed in accordance with the Project requirements, assigned to the Project full time and co-located/on-site until Final Acceptance.

- E) Operation & Maintenance Manager: The manager responsible for overall management of O&M Work on behalf of Developer. Prior to Final Acceptance, responsible for operation and maintenance of the existing facilities and reporting to the Developer's Project Manager. After Final Acceptance, responsible for overall operation, design, construction, maintenance, and contract administration matters on behalf of the Developer. For additional requirements, see Section 18.2.3 of the Technical Provisions.
- F) Quality Manager: The Quality Manager must have a minimum of 15 years of progressive experience in roadway and bridge design and/or construction with at least ten years of experience in quality management activities, including preparation and implementation of quality plans and procedures for design and/or construction.
- G) Design Quality Manager: The Design Quality Manager must be a Louisiana licensed Professional Engineer who is an employee of a Designer. The Design Quality Manager must have a minimum of five years of progressive experience in design quality management activities on roadway and bridge projects with similar scope and complexity as this Project.
- H) Construction Quality Control Manager: The Construction Quality Control Manager must be a Louisiana-licensed Professional Engineer with a minimum of ten years of progressive experience in roadway and bridge construction with at least five years of experience in construction quality management activities (including management of construction quality programs) on roadway and bridge construction projects that are similar in scope and complexity as this Project. The Construction Quality Control Manager must have demonstrated experience in materials management, construction inspection, and interpretation of specifications and sampling/testing procedures.
- I) Safety Manager: The Safety Manager must be a Work Zone Safety Supervisor as certified by any agency or firm approved by the LA DOTD. The Safety Manager must have a minimum of ten years of experience in a work zone safety technician or supervisor capacity on roadway and bridge construction projects similar in scope and complexity as this Project.
- J) Lead Geotechnical Engineer: The Lead Geotechnical Engineer must be a Louisiana-licensed Professional Engineer who is an employee of the design team. The Lead Geotechnical Engineer must have a minimum of ten years of experience in geotechnical investigation and design with demonstrated expertise in bridge structure foundation design and construction. If drilled shaft or mechanically stabilized wall design and construction is proposed to be utilized by the Developer, then relevant drilled shaft and mechanical stabilized wall design and construction experience must be demonstrated.
- K) Traffic Engineer: The Traffic Engineer must be a Professional Traffic Operations Engineer (PTOE) and a registered Professional Engineer licensed in the State of Louisiana, with at least five years of traffic analysis experience with traffic modeling, traffic signal warrants, and traffic signal timing.
- L) Roadway Design Engineer: The Roadway Design Engineer must be a registered Professional Engineer licensed in the State of Louisiana who is an employee of the design team. The Roadway Design Engineer must have a minimum of five years of professional experience in roadway design engineering. Five years professional

experience with LA DOTD roadway design work is preferred. (Engineering intern experience will not be counted).

M) Bridge Design Engineer: The Bridge Design Engineer must be a registered Professional Engineer licensed in the State of Louisiana who is an employee of the design team. The Bridge Design Engineer must be a senior-level engineer with minimum of ten years professional experience in structure design engineering. A minimum of five years of professional experience in structure design engineering for the LA DOTD is preferred. (Engineering intern experience will not be counted).

N) Tolling Managers:

Prior to Partial Acceptance:

Tolling System Manager - The Tolling System Manager must have at least ten years of tolling system design and project implementation experience and a minimum of five years as a Tolling Project Manager or Deputy Project Manager for roadside and back office system design and installation of similar size and complexity.

Following Partial Acceptance:

Tolling Operations Manager - The Tolling Operations Manager must have at least ten years of customer service center experience in a supervisory role and a minimum of opening and operating a new tolling customer service center.

O) Public Information Coordinator: The Public Information Coordinator is responsible for managing the Developer's public information activities on a day-to-day basis. Public Information Coordinator must have a minimum five years of experience and the ability to competently perform the duties described in Section 3.2.2 of the Technical Provisions.

3.0 PUBLIC INFORMATION AND COMMUNICATIONS

3.1 General Requirements

It is vital to the success of the Project that LA DOTD and Developer gain and maintain public support. The public will better support LA DOTD and Developer if they are kept abreast of Project information in a timely manner, are notified in advance of potential impacts, have an opportunity to identify issues and recommend solutions, receive timely and appropriate feedback from LA DOTD, and perceive a high-quality, well-executed communications plan for keeping them informed, engaged, and educated. Developer shall coordinate with LA DOTD on items necessary to comply with LA DOTD's public information processes.

This Section 3 describes the requirements and responsibilities with which Developer shall accept and comply with regarding the provision of information and communication to facilitate outreach and education to Customer Groups, with the assistance of LA DOTD.

3.2 Administrative Requirements

3.2.1 Public Information and Communications Plan

The Developer, in consultation with LA DOTD, shall develop and utilize a Public Information and Communications Plan (PICP) to inform, educate, and engage the Customer Groups throughout every stage of the Project. The Developer shall be responsible for the dissemination of all information related to the project. All publicly disseminated information shall be in accordance with the PICP. LA DOTD may provide additional guidance and consultation before the dissemination of information to the public at any time. The PICP shall include, but will not be limited to:

- A. A detailed work plan;
- B. Key issues anticipated to be addressed through the life of the Project;
- C. Identified Customer Groups and specific plans to respond to their concerns and needs in all respects to the Project;
- D. How the public will be notified of construction, traffic detours, and potential impacts;
- E. Specific outreach and engagement activities and the frequency of those activities;
- F. Communication tools and modes;
- G. Protocols and points of contact for traffic advisories, emergency events, open records requests, environmental-related communications and communications with elected officials and the media;
- H. Developer's process for measuring the effectiveness of the PICP, and for revising the PICP as necessary to address new communications issues as they arise; and
- I. Developer's process for documenting all communications.
- J. An Emergency Event Communications Plan that includes guidelines for communications

protocol, roles and responsibilities, specific activities, and timelines for adherence in emergency situations.

Developer shall comply with the PICP and shall be required to supplement the PICP with any additional information that LA DOTD requests. The PICP shall include a project mailing list. This list will be maintained and updated by the Developer. LA DOTD shall provide initial contacts to the Developer upon the execution of the agreement.

The PICP shall include a general timeline listing public information activities for the Project, indicating if and to what level Developer shall be involved.

The PICP is flexible to capture the full magnitude of yet-to-be-determined impacts from Project activities such as design, construction, and the public's reaction to these and other impacts. The PICP is also resilient to successfully implement the outlined strategies, given the ever-changing desire for depth, breadth, and frequency of information by a variety of important Customer Groups such as the media, elected officials, transportation stakeholders, Emergency Service providers, and the general public. Developer shall coordinate with LA DOTD throughout the Project to ensure information is shared in a timely manner and effective resources are allocated to outreach needs.

Developer shall follow the communications protocol coordinated and approved by LA DOTD for communication with the public. The Developer will act as the lead in disseminating any information to the public, in consultation with LA DOTD.

3.2.2 Public Information Coordinator

Developer shall provide a Public Information Coordinator (PIC) to lead Developer's responsibility for public involvement activities on a day-to-day basis through construction and the operation and maintenance of the completed structure. The PIC shall be located on a full-time basis at the Project office unless an alternate location is approved by the LA DOTD.

In implementing the PICP, Developer's PIC shall:

- A. Notify LA DOTD no less than twenty-one (21) days in advance of the start of any construction activity that will impact the general public or motoring public, such as any changes in traffic patterns to the existing transportation facilities, so that LA DOTD may consult in the message development of any communication on the potential impacts of these activities to the general public and adjacent Government Entities;
- B. Be available to answer questions via telephone (Project phone line), mail, email, or in person (at the Project office) during normal business hours. Developer staff shall maintain a telephone log of comments, concerns, and requests, along with the response that is provided;
- C. Seek opportunities with LA DOTD and stakeholders to coordinate media and other group tours of the Project at appropriate times and stages;
- D. Participate, as requested, in on-going dialogue among Customer Groups, LA

DOTD, and Developer;

- E. Upon notice to LA DOTD, shall attend meetings along with other key Developer staff, key elected officials, the general public, representatives of civic organizations, businesses, and special interest groups along the Project corridor (individually or in groups), for the purpose of building rapport with affected stakeholders;
- F. Upon providing notice to LA DOTD, shall make presentations to the general public, civic organizations, businesses, and other community and stakeholder groups;
- G. Shall provide LA DOTD with information on Project status, traffic impacts, and other information for communication to key stakeholder groups and the general public through email, text, and social media.
- H. Provide supportive information for media inquiries received by the Developer or LA DOTD.

3.2.3 Public Meetings

Developer shall participate by providing necessary staffing support in any meetings with the public that they or LA DOTD arranges and conducts. During such meetings, Developer shall be in attendance and shall assist the LA DOTD in informing the public of the Project progress and to discuss key issues as they emerge. The PIC shall be present during public meetings.

Public meetings shall be held at facilities that accommodate members of the public for whom there may be accessibility issues, in accordance with the Federal and state requirements, including but not limited to, Title VI of the Civil Rights Act of 1964 including Limited English Proficiency, and the Americans with Disabilities Act, and any amendments thereto.

3.2.4 Monthly Public Information and Communication Reporting

Developer shall provide a monthly Public Information and Communication Report to LA DOTD and stakeholders including but not limited to: state legislators, military officials, the trucking industry, transportation network companies, the petrochemical industry, marine and aviation industries. The report which shall detail the following information regarding subjects of interest to the public including, but not limited to:

- A. Design and construction issues affecting adjacent residential areas, frontage roads, local streets, and utilities, including such issues as Project definition, grading, drainage, noise, retaining walls, lane closures, ramp closures, local road closures, and traffic shifts (changes in any use of existing traffic);
- B. Street and roadway detour design and implementation;
- C. Scheduling and duration of work, including hours of construction;
- D. Haul routes;
- E. Methods to minimize noise and dust; and
- F. Environmental mitigation measures.

3.2.5 Emergency Event Communications

For all Emergency events, such as vehicle collisions, ice/snow conditions, flooding, Hazardous Material spills, and Force Majeure Events, the PIC shall take timely and appropriate action to inform LA DOTD of all pertinent details. The PIC shall provide these details through the use of appropriate tools to ensure effective and timely communication to LA DOTD representatives. Upon notification of LA DOTD, the PIC shall inform the media, elected and local officials, and key stakeholders.

Developer shall provide an Emergency Response Plan to define communications protocol in emergency situations. This plan shall include a twenty-four (24) hour contact list and protocol (hierarchy of member notification) for all the Project team members including: the local emergency response members adjacent to the Project, Utility companies with facilities within Project Limits, and the Federal Highway Administration (FHWA). LA DOTD has the following tools to communicate project information: overhead changeable message signs (CMS), temporary changeable message signs, LA DOTD's ITS web-based information tool, email/web alerts, telephone notification, facsimiles, and media releases/interviews, as appropriate. The PIC shall continue to provide updated information, as available and on a timely basis, until the Emergency no longer exists.

In the event of an unforeseen Emergency, timely notification shall occur as soon as practicable, but no longer than fifteen (15) minutes from when Developer becomes aware of the occurrence. If advance warning is available for an Emergency event (such as weather), timely notification shall mean as soon as practicable, but in no event longer than fifteen (15) minutes from the time the information was available. In both situations, the PIC shall continue to provide updated information to LA DOTD, as available and on a timely basis, until the Emergency no longer exists.

3.2.6 Public Information

Developer shall prepare informational materials regarding Project-related subjects for LA DOTD's review and use in all outreach activities. This information shall be used for but not limited to: meetings, news releases, telephone correspondence, newsletters, email, Advanced Traffic Management Systems (ATMS) (LA DOTD's ITS web-based information tool), overhead dynamic and changeable message board signs, web alerts, maps, displays, renderings, presentations, brochures, and pamphlets.

Developer shall take the lead in the development of Project-related information for a Project website to be developed and regularly updated at the Developer's expense. LA DOTD will have review and editorial privileges over the website. Project related information will include but will not be limited to:

- A. Project maps;
- B. Frequently Asked Questions (FAQs);
- C. Written descriptions of the design and construction work suitable for use in technical and non-technical articles;
- D. Graphic layout drawings that show project sequencing and maintenance of traffic

- plans;
- E. Any Utility disruptions; and
 - F. Recommended route alternatives during closures;
 - G. High resolution photographs taken at regular intervals that document the Project progress
 - H. Video clips that document the construction phasing and operations
 - I. Aerial photographs that show the key work zones of the Project, as well as the completed Project;
 - J. Project briefings and site tours as requested by the Department

Developer, working collaboratively with LA DOTD, shall furnish facility-related materials in multi-lingual communications not limited to English, Spanish, Vietnamese, Chinese and other languages as needed.

Developer may contract a public relations firm to maintain various social media platforms such as Facebook, Twitter, etc.

4.0 ENVIRONMENTAL

4.1 General Requirements

The Developer shall plan, design, construct, and implement the Project in accordance with the goals established herein as well as in the final approved Environmental Assessment (EA) and Finding of No Significant Impact (FONSI), including all Environmental Commitments contained therein, documents provided by LA DOTD. The Developer shall comply with all environmental standards outlined in this document and within other Contract Documents as well as those expressed in governmental approvals, permits, authorizations, and permissions (hereinafter referred to as Environmental Approvals). The Developer shall prepare its design and conduct its construction activities such that no action or inaction on the part of the Developer shall result in non-compliance with state or federal environmental laws, regulations, and Executive Orders, including, but not limited to, the Clean Water Act, Sections 401, 402, and 404, as amended; the Clean Air Act, as amended; the Endangered Species Act, as amended; Section 106 of the National Historic Preservation Act, as amended; the State and Local Coastal Resources Management Act, as amended; the Title VI of the Civil Rights Act, as amended; and the Rivers and Harbors Act of 1899, as amended, specifically Section 10 relating to obstructions to navigation, and Section 14, codified at 33 USC 408 and referred to as Section 408, regarding modifications to federal projects.

The Developer shall coordinate with LA DOTD and appropriate Governmental Entities and shall submit all necessary environmental documentation and monitoring reports to the appropriate Governmental Entities, when applicable through LA DOTD, to the extent necessary to maintain compliance with applicable Environmental Approvals.

The Developer shall report immediately to the LA DOTD any violation of or non-compliance with an Environmental Approval and shall include with any such report the appropriate recommendations for Corrective Action, including stoppage of Work.

As a part of its daily activities, the Developer shall address the following during the course of the Project:

- A) Environmental Justice (EJ) issues throughout the Project;
- B) Impacts to cultural resources, wildlife and the natural environment;
- C) Permitting delineation, storm water pollution prevention, and the protection of jurisdictional waters;
- D) Air quality;
- E) Noise; and
- F) Safe handling of Hazardous Materials and Hazardous Wastes.

It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within these Technical Provisions and other applicable laws, permits, and authorizations prior to proceeding with design and/or construction.

Developer shall commit to using (when and where possible) environmentally sustainable practices and/or materials in the development of the Project.

4.2 Performance Goals

The Developer shall meet the following performance goals during the preparation of design plans and through Project implementation and construction, in the sole discretion of the LA DOTD:

- A) Environmentally friendly highway design and construction;
- B) Adherence/compliance with all applicable mitigation commitments and environmental permits and their conditions; and
- C) Avoidance and minimization of impacts to the natural and human environment to the extent feasible and practical.

4.3 Environmental Approvals

4.3.1 Responsibilities Regarding Environmental Studies

Environmental Approvals may require reevaluation, amendment, or supplement as the Work progresses, or in order to accommodate actions not identified in the approved EA or covered specifically by existing resource agency coordination and permits. On behalf of LA DOTD, Developer shall be responsible to validate, provide design information to support additional environmental studies (cultural resources, ecology, aquatics, traffic, noise, and/or air) to be conducted by LA DOTD or on behalf of LA DOTD by others, as appropriate, and as requested by LA DOTD, and shall comply with the Environmental Commitments identified in the approved EA and any approved amendments or supplements. Developer shall follow LA DOTD policies and procedures when conducting these activities for the Project.

Changes proposed by Developer to the schematic plan of Project, incorporation of Developer Proposed/Developer Acquired ROW, changes to the dimensions of the ROW of the Project, or changes to the Environmental Commitments previously approved by LA DOTD may require new Environmental Approvals including NEPA documents.

For this project, the LA DOTD, with the Developer's assistance, will be responsible for obtaining environmental permits as outlined in Section 4.3.2. Developer shall be responsible to provide design information, and respond to comments from governmental authorities having jurisdiction over the Project with regard to the environmental permits. These comments may include comments submitted to the authorities from the public. LA DOTD shall be responsible for all coordination and communication with these authorities. Developer is responsible for providing LA DOTD with the necessary information to support coordination and communication with these authorities, and the public, as requested by LA DOTD.

4.3.2 LA DOTD Provided Environmental Permits

For this Project, the LA DOTD will be responsible for obtaining the following environmental permits using line and grade information from EA or design and construction plan information

provided by the Developer:

- A. United States Department of the Army Corps of Engineers Section 10 permit;
- B. United States Department of the Army Corps of Engineers Section 404 Permit;
- C. Louisiana Department of Environmental Quality Water Quality Section 401 certification;
- D. Louisiana Department of Natural Resources Coastal Use Permit (or Consistency Review); and
- E. Louisiana Department of Environmental Quality LPDES Construction General Permit for Storm Water (LAR600000).

Permit modifications required due to design changes occurring after a permit is issued are the responsibility of the Developer. Additionally, the Developer shall provide the required modified permit sketches and environmental studies to LA DOTD for submittal to permitting agencies for design changes made prior to permit issuance but after submittal of the permit application.

For this Project, the LA DOTD will be responsible for starting the following environmental permit applications, but require design information and permit sketches from Developer before these can be submitted and/or completed.

- A. United States Coast Guard bridge permit for a new crossing of Gulf Intracoastal Waterway;
- B. United States Department of the Army Section 408 permission; and
- C. Plaquemines Parish Government Levee Permit .

LA DOTD will be responsible for payment of permitting fees, mitigation payments, and other costs payable to the issuing agencies for the above-listed permits. Developer shall provide copies of all permits to LA DOTD prior to commencement of construction.

4.4 Environmental Compliance and Mitigation

The Developer shall document and fully detail compliance strategies and procedures to be employed to cause Work performance to be in accordance with requirements of applicable environmental laws and Environmental Approvals, including any changes to environmental laws, policies, and regulations throughout the term of the Agreement. The Developer shall establish and/or document schedules, protocols for submission of any documentation to LA DOTD or Governmental Entities, and methodologies to be used in accomplishing Work, with an emphasis on monitoring, reporting, Corrective Actions, and adaptive management.

4.4.1 Clean Water Act - Section 402

Developer shall be the applicant for this permit to comply with Section 402 of the CWA. Developer shall demonstrate day-to-day operational control over activities necessary to ensure compliance with the Storm Water Pollution Prevention Plan (see Section 4.4.2), which shall be

signed, posted, and made available to LDEQ for review upon request in order to comply with LPDES General Construction Permits. Developer, at the discretion of LA DOTD, shall produce the Notice of Intent (NOI), SW3P, and general construction permit compliance documents for LA DOTD records. Developer shall, at a minimum:

- A. Submit the NOI prior to construction;
- B. Provide a process for training personnel on the requirements and conditions of the SW3P and general construction permits;
- C. Maintain the SW3P and general construction permit compliance records at the construction site;
- D. Provide procedures for handling non-compliance issues;
- E. Provide escalation procedures for LPDES permits;
- F. Provide a list of federal- and State-listed species and their suitable habitat;
- G. Delineate Waters of the U.S. and stream buffers on plans and in the field;
and
- H. Obtain Stream Buffer Variances.

4.4.2 Noise

In addition to the Environmental Commitments listed in the approved EA and FONSI, the Developer shall comply with all State and local sound-control and noise-level rules, regulations, and ordinances during construction. Developer shall be responsible for and obtain any variances, special permits, or approvals from any Governmental Entities that may be required if construction occurs during nighttime hours and/or on weekends. Developer shall be responsible for public notification and involvement per LA DOTD guidelines and in accordance with Section 3 Public Information and Communications.

Developer shall address traffic noise mitigation during construction and follow the LA DOTD Highway Traffic Noise Policy (July 2011). Developer shall also meet the requirements of 23 CFR 772, the FHWA guidelines for the assessment of highway traffic-generated noise and, at a minimum, shall provide prior to the initiation of construction:

- A. A plan and process for carrying out noise mitigation measures as identified and discussed in the approved EA and FONSI;
- B. A plan and process for carrying out noise mitigation measures determined throughout the term of the Project;
- C. A plan and process to handle changes that may occur to proposed permanent noise mitigation in the approved EA and FONSI and the Project;
- D. A plan to limit the number and duration of onsite idling equipment;
- E. Maintenance on all construction equipment to keep it in good repair to

- reduce noise;
- F. Suitable enclosures that will reduce noise from all stationary equipment and facilities;
- G. A schedule for construction activity to limit truck loading, unloading, and handling operations;
- H. A mitigation plan for the extended duration of potential 24-hour effects from construction-related noise, light, glare, and dust. The plan should be coordinated with neighborhood groups, including residents living in close proximity to the Project corridor construction zone and staging areas; and
- I. Assistance in conducting public outreach in accordance with the LA DOTD Highway Traffic Noise Policy (July 2011).

4.4.3 Cultural Resource Studies

If Developer proposes changes to the Project that will alter impacts to Section 106 resources or change the commitments stipulated in the EA and FONSI, these changes must be approved by LA DOTD prior to implementation. Developer shall provide all design plans and justifications necessary to support the required Section 106 coordination and documentation. Developer shall document efforts to avoid impacts to cultural resources that are listed on or eligible for inclusion in the National Register of Historic Places (NRHP) within the area of potential effects. LA DOTD, or its consultant, shall perform all necessary Section 106 documentation including any necessary cultural resource surveys, evaluations and testing. If an adverse effect to an historic cultural resource results from the proposed change or if the change requires the current Memorandum of Agreement (MOA) among the LA DOTD, the FHWA, and the Louisiana State Historic Preservation Officer (SHPO) to be amended, the Developer shall assist LA DOTD with the coordination and development of the required MOA or amendment and shall assist with the implementation of the terms of the MOA or amendment.

If evidence of a possible cultural resource property is encountered during the Work, Developer shall immediately cease Work and contact LA DOTD to initiate post-review discoveries as outlined in the *LA DOTD Standard Specification for Roads and Bridges, latest edition (Section 107.27)*. Developer shall undertake appropriate measures to protect the site from further intrusion until an appropriate evaluation of the site can be made. Work shall not resume in the area until Developer receives notification and approval from LA DOTD.

Developer shall follow the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA), if applicable.

If an unmarked burial site, or undocumented potential human remains, are found during construction, the Developer shall immediately cease work and notify the law enforcement agency with jurisdiction over the site, LA DOTD, and the SHPO not more than 24 hours after the discovery. The Developer shall comply with the requirements of the Louisiana Unmarked Human Burial Sites Preservation Act (LRS 8:680-681). The Developer shall follow the instructions of the coroner or, if the site is over 50 years old, the instructions of the Secretary of the Department of Culture, Recreation and Tourism, through the Division of Archaeology, State Archaeologist or

designated cultural resource specialist, regarding disposition of the human remains, burial artifacts, and the site. Developer will assist LA DOTD with the required Section 106 documentation as well as any other required documentation of the site.

4.4.4 Section 4(f) U.S. DOT Act

If Developer proposes changes to the Project, as described in the approved EA and FONSI that affect a Section 4(f) property, Developer shall provide all design information and justifications necessary for documenting the Section 4(f) evaluation. LA DOTD shall perform all necessary Section 4(f) analysis and documentation for agency review and approval

4.4.5 Construction Monitoring

Prior to construction, the Developer shall have a qualified natural resource biologist or wildlife specialist survey for birds protected under the Migratory Birds Treaty Act (MBTA) and Golden and Bald Eagle Protection Act (GBEPA).

Prior to construction, Developer shall inspect and validate existing facilities, structures, and environmentally sensitive areas identified in the approved EA. The Site inspection shall document the pre-construction condition of vegetation, streets, sidewalks, landscaping, residential and commercial property, historic sites and features, streams, storm drainage, parks, and infrastructure that may be affected by the Project. The purpose of the inspection is to provide a point of reference to ensure any area affected by the Work is restored to its pre-construction condition. Developer shall document the inspection with a report that shall include photographs, sketches, maps, and narratives clearly depicting the pre-construction Site condition.

4.5 Standards and References

Standards and references specifically cited in the body of this Environmental Technical Provision establish LA DOTD's Standards and suggested Reference guidelines. Should the requirements in any standard or reference conflict with those in another, the standard or reference highest on the lists presented below shall govern. Unless specified by year and date, items listed as standards or references in this Technical Provision shall be the latest edition(s) in effect on the Proposal Due Date.

4.5.1 Standards

- A) LA DOTD State Project No. H.004791, Federal Aid No. DE-3806(500): LA 23 Belle Chasse Bridge and Tunnel (HBI), Plaquemines Parish, Environmental Assessment (EA);
- B) The Environmental permits, listed previously in this Technical Provision;
- C) Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications;
- D) LDEQ RECAP Document, 2003 or latest Edition;
- E) LDEQ/LA DOTD Construction of Geotechnical Boreholes and Groundwater Monitoring System Handbook, 2000 Edition;

- F) LAC Title 33;
- G) OSHA 1910.120 (HAZWOPER Training); and
- H) 40 CFR; As Applicable.

4.5.2 References

- A) Wetland Findings, State Project No: H.004791;
- B) Traffic Noise Impact and Abatement Study;
- C) Existing Structure Alternatives Report for Replace Belle Chasse Tunnel and Bridge, January 2017;
- D) Programmatic Agreement among the Federal Highway Administration, The Louisiana Department of Transportation, the Advisory Council on Historic Preservation, and the Louisiana State Historic Preservation Officer Regarding Management of Historic Bridges in Louisiana, 2015;
- E) LA 23 Corridor Traffic Study, February 2016;
- F) Preliminary Jurisdictional Determination Report; and
- G) The Memorandum of Agreement (MOA) currently under development among the Federal Highway Administration, the Louisiana Department of Transportation, and the Louisiana State Historic Preservation Officer regarding mitigation for the adverse effect on the Belle Chasse Tunnel.

5.0 RIGHT OF WAY ACQUISITION

5.1 General Requirements

The Developer shall provide all Right-of-Way (ROW) acquisition services necessary for the Project in accordance with the criteria established in this Right-Of-Way Acquisition Technical Provision. Through the course of final design efforts, the Developer will identify the parcels to be acquired and will be responsible for the activities needed to secure the required right-of-way. The LA DOTD will retain final authority for reviewing appraisals, approving just compensation, approval of all relocation benefits, and approval of administrative settlements. LA DOTD will also retain the expropriation authority. The LA DOTD is not aware of any issues related to the Right-of-Way (ROW) and has not acquired any ROW for the purposes of this project. The LA DOTD ROW Manager for this project is Ms. Erin Roussel or her representative with the Region 5 Real Estate office.

Developer shall submit a management plan for ROW Acquisition services as required by section 2.1, Project Management and an acquisition relocation service plan for approval (See LA DOTD Office of ROW, Operations Manual) prior to initiation of ROW acquisition services.

General requirements shall include but will not necessarily be limited to the following:

- A) Design and construct the project to minimize the necessity to purchase real property outside existing right-of-way.
- B) Ensure that property acquisition services are performed in a timely manner to avoid delays in the projects critical path.
- C) Conduct good faith negotiations to maximize the number of properties that are acquired amicably.
- D) Perform right-of-way acquisitions in accordance with the Uniform Relocation and Real Property Acquisition Act of 1970, as amended and all other applicable State and Federal requirements.

5.1.1 Standards

Standards and references specifically cited in this technical provision establish LA DOTD's Standards and suggested Reference guidelines. Should the requirements in any standard or reference conflict with those in another, the standard or reference highest on the lists presented below shall govern. Listed under References are guidelines that the Developer may use in addressing the project requirements as deemed appropriate. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity prior to proceeding with design and/or construction. Items listed as standards or references in this Right-of-Way Acquisition specification shall be the most recent version available at the time of the Proposal due date.

- A) Title 23 United States Code (Highways) Part 710
- B) Title 49 United States Code (Transportation) Part 24

- C) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended
- D) Title 9 Title 19 Title 38 Title 48 Louisiana Civil Code
- E) Louisiana Constitution Article I, Section 4
- F) Louisiana Constitution Article VI, Section 21
- G) Louisiana Constitution Article VII, Section 14
- H) Louisiana Administrative Code Chapter 70

5.1.2 References

- A) LA DOTD Office of Right of Way Operations Manual
- B) LA DOTD Office of Right-Of-Way Title Research Manual

5.2 Developer Requirements

Within 30 days from notice-to-proceed, the Developer will prepare and submit a ROW Acquisition Service Plan for the LA DOTD’s review and approval prior to commencing ROW activities. The ROW Acquisition Service Plan will be in accordance with Title 23 CFR Part 710.313 (d)(1i) which includes in part a prioritized appraisal, acquisition, and relocation strategy, as well as check points for LA DOTD approval; a detailed organizational chart showing the individuals who will be providing the right-of-way acquisition services; a written description of the Developer’s approach to acquiring the necessary ROW for the project; a flow chart of the step-wise activities/process needed; a Gantt Chart schedule showing the anticipated start/durations/finish for the activities, providing reasonable timeframes for the orderly relocation of residences and businesses and any other information that the Developer deems necessary to adequately describe their ROW acquisition process. The Developer shall provide assurance to the LA DOTD that necessary ROW has been acquired prior to beginning physical construction on the acquired parcels. In accordance with Title 23 CFR Part 710.313 (d) (2i) the Developer shall update AARS or another project tracking and quality control system, showing appraisal, acquisition and relocation status of all parcels.

The Developer’s right-of-way acquisition activities will include but not be limited to the following:

- A) Title Research Reports – Title research reports shall be performed by an abstractor that meets LA DOTD minimum qualifications and shall consist of obtaining the necessary title research reports in accordance with LA DOTD Title Research Report Manual.

The term “Title Research Report” is defined as a report of the ownership of the required property with addresses, acquisition data, assessment and tax information, description of the property, conveyances of full ownership, conveyances of other rights (servitudes, leases, restrictions, etc.), existing right-of-way, recorded plats, and copy of the last acquisition. One title research report shall be obtained for each ownership.

The original and three paper copies and one electronic copy of the title research reports shall be furnished to the LA DOTD Project Manager along with the final right-of-way map submittal, for forwarding to the Real Estate Section.

- B) Property Survey – Shall consist of all investigations, studies, and field property surveys required for the preparation of a base right-of-way map. All survey work shall be performed by a Louisiana licensed Professional Surveyor. The field property survey shall be based on the same survey control as the topographic survey. Upon completion of the property survey, the Developer shall notify the LA DOTD Project Manager, in writing, and provide an electronic text file listing coordinates and descriptions of all found monuments, a “PDF” copy of all documents (plats, maps, etc.) used to determine property line locations and a “PDF” copy of title take-offs or title research reports used to determine property line locations. The Developer shall also provide a sketch in MicroStation and “PDF” formats showing all surveyed property lines and existing right of way with ties to project centerline.
- C) Title Updates – Shall consist of obtaining updates of the originally acquired title research reports, if the reports are more than six months old. These updates shall be used in the preparation of the final right-of-way maps and also by the Developer in acquiring title to the property required for the construction project.
- D) Right-of-Way Maps – Shall consist of all services required to complete the base and final right-of-way maps, described more specifically as follows:

The base right-of-way map shall show the adopted project centerline, all existing rights-of-way, limits of construction, appropriate topography (residences, commercial buildings, structures, etc.), parcel line locations and ownerships, and required taking lines, with ties to the adopted project centerline. Individual parcel metes and bounds and precise area calculations are not required at this time, however, the approximate area of each required parcel and remaining area shall be determined and shown on the base map. These maps shall be in the same standard format and shall form the basis for the final right-of-way map. Specifically, this work shall be performed in accordance with all principles and objectives set forth in the latest issue of the LA DOTD’s Location and Survey Manual, although currently acceptable surveying standards and methods, as approved by the Location and Survey Administrator, may be used. For purposes of a joint review meeting, the base right-of-way map along with one copy of each of the title reports used in preparation of the base right-of-way map, shall be furnished at approximately 60% completion, and reviewed by a LA DOTD Team. Appropriate revisions recommended for inclusion in the final right-of-way map shall be addressed by the Developer.

The final right-of-way map preparation shall include all activities necessary to complete the final right-of-way map and shall be performed in accordance with the requirements specified in the latest issue of the LA DOTD’s Location and Survey Manual. The final right-of-way map shall be the base right-of-way map as described above, and shall also include all revisions recommended by the joint review team, parcel metes and bounds, parcel acquisition blocks, parcel areas, remaining areas,

Lambert coordinates of all breaks in the required right-of-way and P.C.'s and P.T.'s of curves, and shall be accompanied by an electronic file containing the LA DOTD COGO program input commands for creating parcel descriptions suitable for use by the LA DOTD's Real Estate Section.

All final right-of-way maps shall be submitted to the LA DOTD's Location and Survey Section for review and acceptance.

- E) Title Take-Off – A report of the deed of ownership of the current property owner, and all survey documents, (plats, maps, etc.) associated with the current ownership deed. One title take-off may be obtained for each ownership, if necessary, to expedite commencement of field work. The title take-off is not considered a part of the title research report and may be performed by the surveyor.
- F) Appraisals – The Developer shall select Appraisers to perform the appraisal services that meets LA DOTD minimum qualifications for appraisal consultants.

The Developer shall provide two independent appraisals of each parcel that is valued over \$30,000 and will obtain a single independent appraisal for properties valued at less than \$30,000.

- G) Just Compensation - The Developer shall study and examine each appraisal and shall certify to LA DOTD Real Estate that the appraisals were prepared in accordance with the LA DOTD, Office of ROW, Operations Manual. The Developer will submit the appraisals to LA DOTD for review and establishment of the recommended estimated just compensation amount. LA DOTD will determine the estimated just compensation amount and will notify the Developer of the estimated just compensation amount to be used for negotiations.
- H) Right of Way Acquisition - The Developer shall select Right-of-Way Negotiators to perform the acquisition services that meets LA DOTD minimum qualifications for acquisition consultants. The Developer shall be responsible for the following elements relative to right-of-way acquisition and shall perform such services in accordance with the LA DOTD, Office of ROW, Operations Manual:
 - 1) Document Preparation. The Negotiator will prepare a negotiation packet for each affected ownership. Each negotiation packet will include the LA DOTD informational brochure entitled "Acquisition of Right of Way and Relocation Assistance", an Estimate of Just Compensation Letter and Summary of Just Compensation, reduced copies of the right of way and construction plan sheets that affect the required parcel, and a draft copy of the Sale instrument. In the case of multiple interests, individual packages will be prepared for each interest owner by the Negotiator.
 - 2) Negotiations. The Negotiator will initiate negotiations in person with affected owners within ten days of receipt of the establishment of estimated just compensation for the parcel. Each owner will be provided a minimum of thirty

(30) days to review the offer. All owners will receive an Estimate of Just Compensation letter and Summary of Just Compensation. All contacts made with landowners will be fully documented in the Negotiator's Log in AARS, which shall be included in each negotiation file. All requests made by landowners for meetings will be accommodated by the Negotiator. The Negotiator shall submit all counter offers made by landowners to LA DOTD for review and approval/denial.

- 3) Mortgage Certificates. The Negotiator will order mortgage certificates covering the properties to be acquired in accordance with LA DOTD procedures. For those properties for which a mortgage certificate is required, all encumbrances will be cleared. Property taxes will be cleared for each ownership, ensuring that LA DOTD will be vested with clear, unencumbered title to the property. Any additional fees required by individual mortgage companies and financial institutions relative to clearances will be paid by LA DOTD.
 - 4) Recordation. The Negotiator will record all documents (i.e., Acts of Sale, Servitudes, etc.) in the office of the Clerk of Court. None for expropriation.
 - 5) Payment. The Negotiator will prepare the required vouchers for payment to property owner. Letters and check receipts will be prepared and delivery of payments shall be made by the Negotiator.
 - 6) Expropriation. In those instances where amicable negotiations are unsuccessful, an expropriation file shall be prepared by the Negotiator including the ownership certificate, description of parcel, letters, Negotiator's Log, and letter explaining the reasons for termination of negotiation.
 - 7) Improvement Control. The Developer shall perform all improvement control activities specified in Improvement Control (Section 3) of the LA DOTD, Office of ROW, Operations Manual.
- I) Relocation and Advisory Services - The Developer will provide LA DOTD with a Conceptual Stage Relocation Plan based on the preliminary plans and shall provide a Right of Way Stage Relocation Plan and other data necessary to begin negotiations and relocation assistance services with the affected relocatees. The Developer shall select Relocation Specialist to perform the relocation assistance services that meets LA DOTD minimum qualifications for relocation consultants. The Relocation Specialist shall prepare a relocation packet for each relocatee. The file will identify the needs of the relocatee in support of providing relocation assistance. All contacts made with relocatee shall be fully documented in a Relocation Contact Log in AARS. Include all appropriate documentation as detailed in Relocation Assistance (Section 4) of the LA DOTD, Office of ROW, Operations Manual.
- 1) The Developer shall ensure that utility service is made available to all occupied properties at all times prior to and until relocation is completed.

- 2) The Developer shall provide adequate access to all occupied properties to insure emergency and personal vehicle access.
- 3) Open burning should not occur within 1,000 feet of an occupied dwelling.

5.3 LA DOTD Responsibilities

The LA DOTD shall perform the following ROW acquisition services for the successful completion of the Work:

- A) Review and approve all deliverables;

Table 5-1 LA DOTD ROW Deliverable Review Times

LA DOTD Required Review	LA DOTD Review Time (Business Days)	Maximum Number of Submittals per Week*
Property Survey Submittal Review	10	1
Joint Plan Review	20	1
Final Right-of-Way Map Review	10	1
Acquisition Plan Review	10	1
Title Research Report Review	10	10
Title Update Review	5	10
Relocation Plan Approval	10	1
Appraisal Plan Review	10	1
Appraisal Review	15	10
Just Compensation Review	3	10
Counter Offer Review	3	10
Voucher Review/Approval/Payment	10	10

*Please note, LA DOTD Review Time based on the maximum number of submittals per week. If the maximum number of submittals per week is exceeded, then the review time will be adjusted accordingly.

- B) When acquisition negotiations fail for a parcel, commence condemnation proceedings pursuant to the LA DOTD, Office of ROW, Operations Manual, provided that (a) once Developer determines that eminent domain is necessary to acquire a particular parcel, Developer has promptly notified LA DOTD, (b) Developer has first complied with all Technical Requirements and with applicable Laws, including the Uniform Act, prerequisite to the exercise of LA DOTD's

eminent domain powers, (c) Developer has delivered to LA DOTD complete expropriation packages approved by LA DOTD;

- C) Process valid vouchers for payment of (a) the cost of land, improvements, damages, and administrative adjustments paid to landowners for the acquisition of parcels whether the parcels have been acquired by deed, settlement or eminent domain, and (b) relocation assistance payments to those persons or entities eligible for such payments pursuant to the Uniform Act, applicable State Law and the LA DOTD, Office of ROW, Operations Manual, including moving expenses, supplemental housing payments, re-establishment payments and fixed payments;
- D) Attend monthly meetings with Developer to review and discuss the Right of Way Acquisition Plan and the progress of ROW acquisition; and
- E) Make available personnel qualified to answer questions by Developer and to give advice regarding ROW issues.

6.0 UTILITY AND RAILROAD ADJUSTMENTS

6.1 General Utility Requirements

The Developer is responsible for gathering any additional information as may be required to determine any conflicts between utilities and the scope of the Project. Utilities may remain in their existing locations within the Project Right-of-Way (ROW) if the existing location will not adversely affect the construction, operation, safety, maintenance, and/or use of the Project, and will not conflict with LA DOTD policies.

The relocation of utilities conflicting with the construction of the Project shall be done in accordance with the criteria established in this Utilities Technical Provision. The Developer may choose to design around existing utility lines where not restricted elsewhere; otherwise, the Developer will be responsible for resolving the relocation of any utility conflicts in accordance to LA DOTD policies and procedures so that there is no loss of service during the contract period. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within this Utilities Technical Provision prior to proceeding with design and/or construction.

The Developer shall be responsible for the resolution of any utility conflicts encountered during design and/or construction. The Developer shall follow the standards as outlined in this Utilities Technical Provision.

Developer's responsibilities shall include, but will not be limited to the following:

- A) Develop designs to avoid or minimize utility conflicts;
- B) Submit a management plan for Utility Coordination as required by Section 2.1, Project Management.
- C) Where utility conflicts occur, the Developer has executed, or coordinated the execution of, necessary Utility Relocation Agreements (URA) and/or utility permits and applicable permit supplements;
- D) Perform construction activities in a manner to ensure no disruption to utility services; and
- E) Ensure utility conflicts do not delay the Project and the Developer does not request extensions of Contract time or compensation.

6.2 Utility Standards and References

The relocation of utilities conflicting with the construction of the Project shall be done in accordance with this Utility Adjustments Technical Provision and the relevant requirements of the following standards, unless otherwise stipulated in this technical provision. Standards and references specifically cited in the body of the Utility Adjustments Technical Provision establish requirements that shall have precedence over all others. Standards listed are placed in the descending order of precedence. In case of conflict between or among standards listed, the order of precedence established by the LA DOTD in the list below shall govern. Listed under references are

guidelines that the Developer may use in addressing the requirements as the Developer sees fit. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity prior to proceeding with design or construction. Items listed as standards or references in this Utility Adjustments Technical Provision shall be the most recent version available at the time of the Proposal due date.

6.2.1 Standards

- A) 23 U.S.C. 109(I) (1);
- B) Code of Federal Regulation (CFR) Titles 23 & 49;
 - 1) Title 23, Part 123;
 - 2) Title 23, Part 645, Subpart A;
 - 3) Title 23, Part 645, Subpart B; and
 - 4) Title 49 Volume 3, Parts 186 to 199.
- C) Louisiana Revised Statute 48:381.;
- D) Louisiana Administrative Code, Title 70 – Transportation, Part II – Utilities;
- E) “ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.”; CI/ASCE 38-02.
- F) LA DOTD Utilities Relocation Website- http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Road_Design/UtilitiesRelocation/Pages/default.aspx
- G) LA DOTD Right-of-Way (ROW) Permits Website- http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Road_Design/Right-of-Way/Pages/default.aspx

6.2.2 References

- A) LA DOTD Utilities Relocation Forms- http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Road_Design/UtilitiesRelocation
- B) LA DOTD ROW Permit Forms-http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Road_Design/Right-of-Way/Pages/default.aspx

6.3 Requirements

6.3.1 Coordination

If utility relocation is required, the Developer shall communicate, cooperate, and coordinate with LA DOTD, the utility owners and potentially affected third parties, as necessary for performance of the utility relocation work.

When utilities are to be relocated, the Developer shall coordinate with the utility owner to determine which of the following three options will be utilized:

- A) The utility owner designs and relocates utility;
- B) The utility owner provides the design for the relocation of the utility and the Developer relocates the utility; or
- C) The Developer designs and relocates the utility. Prior to relocation, the utility owner must approve the design.

The Developer must ensure complete satisfaction of the utility owner in the relocation of any utility. The Developer must ensure that the utility owner will accept the utility and responsibility for maintenance and upkeep of the utility once it has been relocated.

6.3.2 Agreements and Permits

The Developer shall be responsible for coordinating all efforts in the relocation of any utility whether existing or proposed that is in conflict with the construction of the project, including the verification of existing utilities, and preparing all necessary utility relocation agreements (URAs) and permits for such relocation as described below. Subject to LA DOTD's approval, the Developer shall be responsible for (a) entering into all necessary agreements with the utility owners and securing execution (by the utility owner and the Developer's authorized representative) of all such agreements, and (b) securing execution (by the Department and the utility owner) of all such permits.

When a utility conflict is identified, the Developer shall coordinate with the affected utility owner to research whether that utility owner has prior rights. A URA is required whenever a utility with prior rights located within LA DOTD ROW is required to be relocated. The URA must specify the cost distribution and responsibility of the work. Each URA will be executed between the Developer and the affected utility owner. The LA DOTD must approve all URAs prior to execution.

URAs between the utility owner and the Developer and/or permits between the utility owner and the LA DOTD are required for the following situations:

- A) An agreement is required whenever a utility line located within LA DOTD right-of-way is required to be relocated. In this agreement, the cost distribution and responsibility of the work to be done is specified;
- B) A LA DOTD ROW utility permit and applicable supplement is required whenever a utility line is to be relocated inside the LA DOTD right-of-way; and
- C) An agreement is required if the utility owner relocates their utility line outside of the LA DOTD right-of-way stating that the utility line will be moved to private property and includes the cost distribution required between the Department and utility owner.

6.3.3 Federal and State Law Utility Requirements

The Developer shall comply with any federal laws/codes governing the design and construction of a utility.

The Project is subject to 23 CFR Part 645 Subpart A (including without limitation its requirements as to plans, specifications, estimates, charges, tracking of costs, credits, billings, records retention, and audit) and FHWA's associated policies. The Developer shall comply (and shall require the utility owners to comply) with 23 CFR Part 645 Subpart A and all associated FHWA policies as necessary for any utility relocation costs to be eligible for reimbursement from any federal financing or funding. The Developer acknowledges, however, that (a) it is not anticipated that the Developer will be eligible for FHWA reimbursement of any utility relocation outlays, and (b) the Developer will not have any share in any reimbursement from FHWA or other federal financing or funding that LA DOTD may receive on account of utility relocations. All costs incurred by the Developer in complying with 23 CFR Part 645 Subpart A and the associated FHWA policies are included in the Lump Sum Contract Price.

The Developer shall comply with any state laws/codes governing the design and construction of a utility.

6.3.4 Documentation

The Developer is responsible of providing written documentation to the LA DOTD of any written URAs and procedures affecting the utilities on the project.

6.4 Cost of Relocating Utility Lines

6.4.1 Developer Obligations

The Developer is responsible for all utility relocation costs not assumed by the LA DOTD under this Utility Adjustments Technical Provision and not assumed by the affected utility owner.

6.4.2 LA DOTD Obligations

The LA DOTD will only reimburse for utilities with documented prior rights. LA DOTD will reimburse the Developer by Change Order for any approved utility relocation costs, in accordance with URAs executed under of this Specification. The LA DOTD will not pay for betterments as a utility relocation cost.

6.4.3 Betterments

Replacements for existing Utilities shall be designed and constructed to provide service at least equal to that offered by the existing Utilities, unless the utility owner specifies a lesser replacement. Utility enhancements are not included in the Work. All betterments will be at 100% the utility owner cost, regardless of location.

6.5 Schedule

Any utility relocation must be included in the Developer's schedule. No additional Contract time will be given for utility relocation.

6.6 New Orleans Gulf Coast Railroad (NOGC)

The Developer is responsible for scheduling a site visit, Diagnostic Review (DR), to discuss which, if any, improvements are required at NOGC crossings(s). At a minimum, a representative from the Developer, NOGC, and LA DOTD Railroad Unit are required to attend; a comprehensive list of preferred invitees will be provided by LA DOTD upon request. Once the DR is complete, LA DOTD will prepare and submit to the Developer the necessary improvements determined at the DR. The Developer will coordinate with NOGC to develop the plans and cost estimate(s) required for the improvements. Once developed, the Contractor will forward the plans and cost estimate(s) to LA DOTD for review and approval. LA DOTD will prepare and provide to the Developer the Project Notice Package (PNP) for NOGC signature. Once signed by NOGC, the Developer will provide the PNP to LA DOTD for signature. LA DOTD will provide executed PNP and work order letter to the Developer so installation of equipment may be coordinated with the NOGC. NOGC will submit all invoices to the Developer who will submit to LA DOTD for payment. LA DOTD will pay NOGC directly for material and labor included in the PNP while the Developer will pay for all right of entry agreements, flagging services, protective liability insurance, etc. as stated in Section 107.08 of the LSSRB.

7.0 GEOTECHNICAL

7.1 General Requirements

The Developer shall perform all geotechnical investigations and all geotechnical design, including, but not limited to, the geotechnical planning report, subsurface investigation and data analysis, foundation design, retaining wall design, fill/embankment designs, reinforced soil slope design, soil improvement, and soil cut slopes. The Developer shall be responsible for providing any additional geotechnical investigation, data analysis or geotechnical engineering and design as required for the evaluation of the subsurface conditions along the alignment and for the design concept submitted for this Project. Such subsurface investigations, data analysis and geotechnical engineering designs shall meet the requirements of Section 7 of this Specification. The geotechnical designs required by this Project shall be performed and completed such that the structures, foundations and other features are designed and constructed in a manner that is equal to a standard of care which practiced by engineers performing successful designs for LA DOTD.

7.1.1 Standards

Standards and references specifically cited in the body of the Geotechnical Technical Provision establish requirements that shall have precedence over all others. Standards listed are placed in the descending order of precedence. In case of conflict between or among standards listed, the order of precedence established by the LA DOTD in the list below shall govern. Listed under references are guidelines that the Developer may use in addressing the requirements as the Developer sees fit. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity prior to proceeding with design or construction. Items listed as standards or references in this Geotechnical Technical Provision shall be the most recent version available at the time of the Proposal due date.

- A) Louisiana Standard Specifications for Roads and Bridges, Supplemental Specifications and Special Provisions;
- B) AASHTO LRFD Bridge Design Specifications;
- C) AASHTO LRFD Bridge Construction Specifications; and
- D) The following FHWA Geotechnical Engineering Circulars (GEC):
 - FHWA GEC 008 - Design and Construction of Continuous Flight Auger Piles
 - FHWA GEC 010 - Drilled Shafts: Construction Procedures and LRFD Design Methods
 - FHWA GEC 011 - Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes: Volumes I and II
 - FHWA GEC 012 - Design and Construction of Driven Pile Foundations: Volumes I, II, and III
 - FHWA GEC 013 - Ground Modification Methods Reference Manual: Volumes I and II

7.1.2 References

- A) For FHWA Geotechnical Publications, Manuals, and Guidelines refer to the following web link:
<https://www.fhwa.dot.gov/engineering/geotech/index.cfm>
- B) For LA DOTD Geotechnical Publications, Manuals and Guidelines refer to the following web link:
http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Pavement_Geotechnical/Pages/Forms-And-Downloads.aspx
- C) LA DOTD Bridge Design and Evaluation Manual (BDEM), including memorandums and any revisions;
- D) LA DOTD Standard Drawings;
- E) NS Cable Barrier System;
- F) NCHRP Report 507 - Load and Resistance Factor Design (LRFD) for Deep Foundations; and
- G) Soil Borings.

7.2 Geotechnical Reporting

7.2.1 Geotechnical Planning Report

The Developer shall prepare a Geotechnical Planning Report for the Project and submit the Geotechnical Planning Report within the approved interim project schedule for review and written comment. The Geotechnical Planning Report shall include a detailed method statement describing the general philosophy and methods of design and construction and the rationale for selection of the proposed construction methods for all geotechnical and foundation aspects of the Project. The method statement shall indicate how material and design details will be chosen to match selected construction methods, construction details, and the soil and groundwater environment for the site.

The Developer shall provide an outline of the equipment and methods proposed for foundation and earthwork construction and demonstrate how they are consistent with the design approach and assumptions. The outline presented shall demonstrate compliance with the Geotechnical Technical Provision requirements and shall demonstrate an understanding of the ground conditions and Project constraints as defined within this Contract.

The Developer shall submit the following technical information with the Geotechnical Planning Report:

- A. Description of geology and various ground types to be encountered along the alignment;
- B. A description of the geotechnical information that was collected and analyzed in developing the interpretation used to develop the Developer's Proposal and pricing for the Project;

- C. Assessment of the engineering properties of all site related soil types, including the expected average and range of soil strengths and deformation properties;
- D. Recommended design parameters (preliminary) for all site related soil types;
- E. Anticipated ground behavior and categorization of ground during excavation, filling, and foundation and retaining structure construction;
- F. Support of excavation and groundwater control considerations;
- G. A narrative describing how any interpretation was derived from the geotechnical data;
- H. Consideration for, discussion of, and rationale for protection of existing structures, bodies of water, and environmentally or historically sensitive areas; and
- I. Any pertinent geotechnical data used as a basis for selection, design, and installation of the proposed foundation elements.

The Geotechnical Planning Report shall define the engineering and design approach that will be followed in order to develop technically and environmentally acceptable and durable foundations, cut and fill slopes, retaining structures, and geotechnical designs for the Project.

7.2.2 Geotechnical Design Reports

The Developer shall prepare a Geotechnical Design Report and submit the Geotechnical Design Report within the approved project schedule for review and written comment. Individual Geotechnical Design Reports may be submitted for specific design elements or structures. Each Geotechnical Design Report must be reviewed and approved by LA DOTD prior to construction of any geotechnical elements included in the report. The Geotechnical Design Report shall discuss all aspects of the required geotechnical effort and final design and analysis, including the following:

- A. Any pertinent geotechnical data used as a basis for selection, design, and installation of the proposed foundation elements;
- B. Additional Subsurface investigations;
- C. Determination of geotechnical and foundation design parameters;
- D. Embankment and fill settlement and slope stability analysis;
- E. Retaining wall design and analysis;
- F. Reinforced Soil Slope Design;
- G. Ground improvement or treatment of in-situ soils;
- H. Selection, design, and analysis of foundation systems;
- I. Lateral and vertical earth pressures;
- J. Expected serviceability and durability of proposed solutions; and
- K. Planned field testing and monitoring programs, including pile and drilled shaft integrity and load testing and ground improvement testing. Include specifications and plans presenting the type, purpose, number, location, and procedures for each test and the recording and reporting procedures. Testing and monitoring of deep foundations shall be

in accordance with the applicable LA DOTD, ASTM, and AASHTO specifications.

- L. Vibration monitoring plan in accordance with Section 804.12 of the LSSRB. At a minimum, the Belle Chasse Tunnel, the Judge Perez Vertical Lift Bridge and the existing Railroad Bridge shall be considered vibration sensitive features.

7.2.3 Geotechnical Instrumentation and Monitoring Interim Reporting

The Developer shall prepare interim reports and submit them to LA DOTD to evaluate for acceptance of deep foundations, ground improvement measures, and other geotechnical elements. These reports shall consist of:

- A) Installation records and integrity testing records of deep foundations (submitted on a bent, pier, or group basis);
- B) Load testing records after completion of each load test;
- C) Settlement monitoring results (submitted not less than every two weeks); and
- D) Installation records of soil improvement measures.

7.2.4 Geotechnical Instrumentation and Monitoring Final Report

The Developer shall prepare a final report to the LA DOTD with the results of all field verification testing, integrity testing, and instrumentation/monitoring. The report shall be logically organized by structure, site, or similar geotechnical elements. All installation and testing records shall conform to AASHTO or to applicable ASTM Designations when not specified in AASHTO.

- A) Installation records of all deep foundations and soil improvement measures;
- B) Integrity testing records of all applicable deep foundations;
- C) Load testing records of all applicable deep foundations;
- D) Description of load testing results their application to final foundation design;
- E) Settlement monitoring data; and
- F) Description of any installation difficulties or deviations from initial design.

7.3 Subsurface Investigation and Data Analysis

A systematic subsurface investigation of the Project site has been performed by the LA DOTD. Information generated from the completed investigations conducted by the LA DOTD has been provided to the Developer for evaluation of the subsurface conditions along the alignment and for concept level design of the various structures. The Developer shall conduct additional investigations in accordance with the scope specified herein and any additional investigations the Developer deems necessary to establish the geotechnical conditions and to perform all geotechnical and foundation design and analyses.

These additional investigations and testing shall be conducted in accordance with the standard and referenced items identified in this TP.

The Developer shall form its own interpretation of the existing geotechnical data and satisfy itself as to the nature of the ground and sub-soil, the form and nature of the site, and nature of the Work that may affect its detailed design, construction method, and tools. LA DOTD neither assumes nor implies any other warranty regarding the data provided, other than that the information was obtained at locations and depths indicated and to the accuracy of the data at the time of testing.

The additional investigations to be performed by the Developer shall supplement the data provided by the LA DOTD. Subsurface investigation requirements not covered in the AASHTO Specifications are presented in Table 7-1. Existing investigation borings may be combined with the additional investigations to comply with the requirements presented in Table 7-1. Cone penetration test soundings may be considered as an alternative to all borings where the Developer considers it appropriate provided that a sufficient number of borings are performed at cone penetration test sounding location to develop reliable correlation between the boring and cone penetration test results. The Developer shall provide the results of investigations to the LA DOTD in a memo as follows:

- A) The logs of borings;
- B) Cone penetration test soundings;
- C) The field records of any field investigations; and
- D) Laboratory test results.

Table 7-1 Minimum Requirements for Additional Investigations

Geotechnical Feature	Minimum Investigation Locations
Roadways	New Construction: The Developer is required to submit a subgrade soil survey with samples taken approximately every 1,000 feet along the new roadway alignment. The depth of each boring should be at least 8 feet below the finished roadway elevation or natural ground, whichever is greater, with additional testing requirements for areas of cut/fill greater than 10 feet, which shall be analyzed as Embankment and Cuts. Allowable sampling methods include undisturbed Shelby tube sampling, as well as disturbed auger and direct-push sampling methods. The different layers of the soil strata shall be identified every foot or strata break at the discretion of the lab engineer of record using the AASHTO classification system and the following tests: Atterberg limits, sieve analysis, hydrometer tests, percent organics, moisture content, as well as consolidation testing, pH and resistivity when applicable.

Geotechnical Feature	Minimum Investigation Locations
	Overlays: The Developer is required to submit corings with samples taken approximately every 1,000 feet along the alignment to a depth of 4 feet below the existing roadway and no less than two feet below the bottom of the base course, whichever is greater. The different layers of the soil strata shall be identified every foot or strata break at the discretion of the lab engineer of record using the AASHTO classification system and the following tests: Atterberg limits, sieve analysis, hydrometer tests, percent organics, moisture content, as well as pH and resistivity when applicable.
Embankments and Cuts	The spacing between borings shall be no greater than 200 feet. At critical locations, provide a minimum of three borings in the transverse direction to define the existing geological conditions for stability and settlement analysis.
Culverts	A minimum of one boring at each culvert with embankment height greater than five feet. Additional borings shall be provided for long culverts or in areas of erratic subsurface conditions.

Note: Except as specified herein, LA DOTD and AASHTO standards shall be followed with respect to planning and performing subsurface exploration programs.

7.4 Geotechnical Design

Maximum pile loads, foundation embedment, and geotechnical design for Project structures shall conform to AASHTO LRFD Bridge Design Specifications. The Developer shall consider axial resistance, settlement, downdrag, lateral deformation, and scour. The Developer shall not use screw piles or existing foundations. Timber piles and spread footing foundations shall not be used for bridge foundations, but may be considered for support of retaining walls.

The LRFD method shall be used to design the foundations. Foundation types that are not included in the AASHTO Specifications may be allowed, if the Developer provides the properly calibrated resistance factors for Louisiana soils based on the calibration methods presented in NCHRP 507. All backup of the calibration shall be submitted for review and approval. LA DOTD may reject the resistance factors at its discretion.

7.4.1 Deep Foundations

Concrete for drilled shafts shall be in accordance with Class S Concrete as specified in the LSSRB for Roadways and Bridges (herein after Standard Specifications), except that the coarse aggregate shall be size 67, but with a maximum size of $\frac{3}{4}$ inch.

The center to center spacing of drilled shafts and piles shall be at least three times the larger diameter (drilled shaft or pile) of the adjacent foundation elements. This spacing requirement applies to both between the new foundations and between the new and existing foundations.

7.4.1.1 Axial Resistance

Deep foundations shall be analyzed for axial compression and uplift resistance, using static analysis methods in accordance with AASHTO Specifications. Resistance factors in AASHTO shall be superseded by the following table:

Table 7-2: LRFD Strength State Resistance Factors

Method	AASHTO LRFD Factor	Locally Calibrated Factor
Tomlinson's α -method	0.35	0.50
Nordlund/Thurman Method	0.45	0.50
FHWA Modified Gates	0.40	0.50

The effectiveness of base preloading, if used for drilled shafts, shall be demonstrated through bi-directional load tests conducted both prior to and following preloading operations.

7.4.1.2 Settlement

The design of deep foundations shall consider the total and differential settlement tolerances of the proposed structures. Settlement and differential settlement shall not exceed the design tolerances, or the tolerances specified in the BDEM, whichever is less. Settlement induced by the deep foundation group in the subsoil shall be evaluated. In addition, settlement of the individual deep foundation elements shall also be evaluated.

7.4.1.3 Wave Equation Analysis

The constructability of a pile design and the development of pile driving criteria shall be performed using a wave equation computer program.

7.4.1.4 Deep Foundation Testing and Monitoring

Field testing shall be performed for deep foundations in accordance with AASHTO LRFD and as established in the Geotechnical Design Report. All foundation testing shall be performed by the Developer, using testing personnel or Subconsultants, qualified and experienced in performing and interpreting the required foundation testing. A foundation testing plan shall be submitted to the LA DOTD for review.

Integrity testing consisting of Crosshole Sonic Logging or Thermal Integrity Profiling shall be performed on all drilled shafts. The testing shall be performed in accordance with LSSRB for Roads and Bridges.

7.4.2 Retaining Wall Design

Retaining walls may consist of mechanically stabilized earth (MSE) walls, cast-in-place concrete cantilever walls, or other types of walls suitable to the required application and all requirements. Design life shall adhere to AASHTO except for walls supporting structural loads, which shall be

designed for a minimum service life of 100 years.

MSE walls used for the Project shall include only those wall systems on the list of qualified wall systems shown on the LA DOTD Pavement and Geotechnical Services Section web page noted below:

http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Pavement_Geotechnical/Pages/Forms-And-Downloads.aspx

7.4.2.1 Design Loads

The loads used in the design of permanent Work shall be in accordance with the requirements of the relevant design codes and Standards, except where herein modified or augmented.

Loads due to soils or backfill shall be derived using the maximum values of the saturated densities. Only where it can be clearly demonstrated that the fill is well drained, and will remain well drained in the future, shall any reduction in the degree of saturation be allowed. The submerged densities shall be used for soil unless the location is above the standing water table.

Lateral earth pressures shall be estimated on the basis of the anticipated movement of the structure. For yielding retaining structures, Rankine's active pressure theory shall be used. However, for unyielding structures, where the movement of the structures is not sufficient to mobilize active pressures, and/or where compacted backfill is placed behind the structure, the lateral pressure on the structures shall be evaluated on the basis of anticipated movements, site-specific subsurface conditions and construction methods. The pressure on unyielding structures shall not be less than at-rest pressure. The design of the retaining structures shall be based on the maximum lateral pressures that will develop behind the structures.

Hydrostatic pressure induced by the groundwater table, when present, shall be included in the lateral pressures. Additional hydrostatic pressures and variations in groundwater conditions due to flooding and rapid drawdown conditions shall be considered in the design of the retaining structures.

7.4.2.2 Shallow Foundations

Shallow foundations for retaining walls are permitted where there is a suitable bearing stratum near the surface. Shallow foundations shall not be used where scour or erosion could undermine or adversely impact the performance of the foundation.

Analyses shall be conducted to estimate the total and differential soil settlement, induced by the foundation loads. The analyses shall consider immediate settlement for granular soils and immediate settlement, primary consolidation and secondary compression for cohesive soils. Shallow foundations shall be designed to maintain wall settlements (total and differential) within the applicable tolerances specified in the FHWA Manual on Earth Retaining Structures (Section 3.2.).

7.4.3 Fill/Embankment Design

Excavations and embankment design and construction shall be in accordance with the requirements of Section 203 of the LSSRB for Roads and Bridges. Embankment cross sections shall be in accordance with the requirements of the Roadway Technical Provision.

7.4.3.1 Slope Stability

Particular attention shall be given to the design and construction of all soil and rock embankment fill and cut slopes, whether temporary or permanent. The analyses shall consider the effects of deterioration and loss of soil resistance due to local climatic and construction conditions.

Slope stability analyses shall be conducted for all slopes using Spencer's method. Critical non-circular failure surfaces shall be considered. All critical groundwater, seepage, and drainage conditions shall be considered. The minimum factors of safety for static load conditions shall be 1.3 for non-critical slopes and 1.5 for critical slopes (at bridge abutments, wingwalls and existing structures) for permanent embankment slopes. The minimum factor of safety for a rapid drawdown condition shall be 1.1. For non-permanent embankment and earthwork slopes, the minimum safety factor shall be 1.3 under static load conditions. Results of the analysis shall be documented in the Geotechnical Report and provided to the LA DOTD for review and acceptance.

7.4.3.2 Settlement

Analyses shall be conducted to estimate the soil settlement induced by the embankment loads. Immediate settlement in granular soils and both immediate and consolidation settlements in cohesive soils shall be considered. Embankments shall be designed to keep estimated total post-construction settlements limited to one inch during the design life of the pavement section. Differential settlement both within fill sections and across fill/structure interfaces shall be limited to 1/300. Embankment settlement shall be monitored and assessed during the duration of the Contract to verify that the specified settlement criteria will be achieved. Results of the analysis shall be documented in the Geotechnical Report and provided to the LA DOTD for review and acceptance.

7.4.4 Reinforced Soil Slope (RSS) Design

The design procedures and considerations for reinforced soil slopes shall conform to FHWA GEC 011.

7.4.5 Soil Improvement

Soil improvement methods, if needed, shall be compatible with the subsurface conditions, project schedule, installation methods, and proposed geotechnical elements. Soil improvement methods shall be implemented according to FHWA GEC 013.

The performance of all ground improvement techniques shall be verified with a pre-production field testing program developed to demonstrate that the proposed methods and design will provide the ground improvement level required to satisfy the performance requirements specified herein. Results of the analysis shall be documented in the Geotechnical Design Report.

7.5 Construction Instrumentation Monitoring Program

The Developer shall prepare a geotechnical instrumentation program to monitor settlement, lateral movement of temporary and permanent embankments, cuts and structures during construction. Consideration shall be given to extending instrumentation monitoring for a period after completion of construction when long-term performance issues are a concern. For foundations placed within 3 diameters (the larger of the adjacent pile, pile group, or drilled shaft) of the foundation element, the Developer shall provide settlement monitoring for the new and the existing foundations during construction and one-year post construction to verify the design objectives are met.

The design shall protect adjacent structures and utilities against damage due to the construction of the permanent Work. Limiting values of movement (horizontal and vertical) and distortion on each structure and utility within the zone of influence of the Work shall be established and submitted to LA DOTD for review. Instrumentation shall be used to monitor all preload embankments to verify the effectiveness and duration of the surcharge loading. Vibration monitoring shall be performed in accordance with the requirements in the Environmental Mitigation and Compliance Technical Provision. The extent of the monitoring program will depend on the size and type of the facilities.

A detailed monitoring program shall be prepared for each structure, utility and embankment affected by the Work, subject to review by LA DOTD. The instrumentation and monitoring program shall include appropriate types and quantities of monitoring instruments capable of measuring horizontal and vertical movements, soil pore water pressures, vibrations, and noise, as applicable.

The design and distribution of instrumentation shall demonstrate an understanding of the need, purpose and application of each proposed type.

7.6 Materials and Construction Requirements

Materials used to construct the Project shall meet the minimum requirement as specified in LA DOTD specifications, policies and procedures, guidelines, and manuals. All materials used to construct the Project shall conform to the requirements of the LA DOTD Approved Materials List (AML) or equivalent, as approved by LA DOTD, as of the release of the final RFP prior to any addenda. Materials that have not been granted via written approval prior to the release of the final RFP will not be allowed. Testing of materials shall be performed by personnel possessing the requisite LA DOTD materials certifications.

Developer shall be responsible for obtaining and complying with all Governmental Approvals for construction of the Project.

Developer shall submit to LA DOTD for review and approval any blasting plan(s). Blasting shall be performed in accordance with State Law, and in accordance with LA DOTD's specifications, policies, and procedures.

7.7 Deliverables

Deliverables shall include Geotechnical Engineering Reports as described in Section 7.2. All deliverables shall conform to the standards required in the QMP including timely submittal of all documents.

All deliverables shall be presented to LA DOTD in both hard-copy and electronic form compatible with LA DOTD software. All reports shall be signed and sealed by the responsible Registered PE. Each report shall be accompanied by documentation that the report has completed all aspects of the QMP including all reviews and approvals. For QMP requirements, see Section 2.

8.0 SURVEYING AND MAPPING

8.1 General Requirements

Developer shall provide accurate and consistent land surveying and mapping necessary to support ROW acquisition, design, and construction of the Project. Developer is responsible for all surveying responsibilities in accordance with the *LA DOTD Location and Survey Manual* (LSM).

Developer shall review existing survey data and determine the requirements for updating or extending the existing survey and mapping data. Developer is responsible for the final precision, accuracy, and comprehensiveness of all survey and mapping.

Developer shall provide surveying and mapping activities in conformance with LA DOTD policies, guidelines, and manuals.

8.2 Administrative Requirements

8.2.1 Property Owner Notification

Developer shall prepare for LA DOTD review and approval a property owner notification letter in accordance with the LSM prior to entering any private property outside the Existing ROW.

8.3 Design Requirements

8.3.1 Units

All survey Work shall be performed in U.S. survey feet. Work shall conform to state plane coordinates.

The combined sea level and scale factor for the Project shall conform to the LSM.

8.3.2 Survey Control Requirements

Developer shall ensure that all surveying conforms to all applicable surveying laws in accordance with the Louisiana Administrative Code, Title 46, Part LXI. Developer shall ensure that any person in charge of the survey is proficient in the technical aspects of surveying, and is a Registered Professional Land Surveyor licensed in the State of Louisiana.

Developer shall utilize existing control network to be provided by the LA DOTD. All survey shall be relative to this primary Project control network.

Developer shall establish and maintain additional survey control as needed and final ROW monumentation throughout the duration of the Project.

Developer shall tie any additional horizontal and vertical control for the Project to the established primary Project control network.

All survey control points shall be set and/or verified by a Registered Professional Land Surveyor licensed in the State of Louisiana.

Developer shall provide the National Oceanic and Atmospheric Administration (NOAA) no less than a ninety- (90) day notification of planned activities that will disturb or destroy any geodetic control monuments. This will provide time to plan for and execute relocation of geodetic monuments. Developer shall replace all existing horizontal and vertical primary survey control points that have been disturbed or destroyed. Developer shall make all survey computations and observations necessary to establish the exact position and elevation of all other control points based on the primary Project control network.

Developer shall deliver to LA DOTD a survey control package in accordance with the LSM. In addition, Developer shall deliver to LA DOTD a revised survey control package when survey monuments or control points are disturbed, destroyed, or found to be in error.

8.3.3 Conventional Method (Horizontal and Vertical)

If Developer chooses to use conventional methods to establish additional horizontal control, Developer shall meet the accuracy of the appropriate level of survey as defined in the LSM.

8.3.3.1 Horizontal Accuracy Requirements for Conventional Surveys

Horizontal control is to be established (at a minimum) on the Louisiana State Plane Coordinate System, South Zone (NAD83).

Upon request by Developer, LA DOTD will compile and provide to Developer a survey control package of existing LA DOTD-approved survey monumented data in the Project vicinity.

8.3.3.2 Vertical Accuracy Requirements for Conventional Surveys

Vertical control shall be established on the North American Vertical Datum of 1988 (NAVD 1988).

Table 8-1 Accuracy Requirements

	1 st Order	2 nd Order	3 rd Order	Remarks and Formulae
Error of Closure	0.013 feet \sqrt{M}	0.026 feet \sqrt{M}	0.049 feet \sqrt{M}	Loop or between control monuments
Maximum Length of Sight	250 feet	300 feet		With good atmospheric conditions

Difference in Foresight and Backsight Distances	±10 feet	±20 feet	±30 feet	Per instrument set up
Total Difference in Foresight and Backsight Distances	±20 feet per second	±50 feet per second	±70 feet per second	Per total section or loop
Recommended Length of Section or Loop	2.0 miles	3.0 miles	4.0 miles	Maximum distance before closing or in loop
Maximum Recommended Distance Between Benchmarks	2000 feet	2500 feet	3000 feet	Permanent or temporary benchmarks set or observed along the route
Level Rod Reading	± 0.001 foot	± 0.001 foot	± 0.001 foot	
Recommended Instruments and Leveling Rods	Automatic or tilting w/ parallel plate micrometer precise rods	Automatic or tilting w/ optical micrometer precise rods	Automatic or quality spirit standard, quality rod	When two or more level rods are used, they should be identically matched
Principal Uses	Broad area control, subsidence or motion studies jig & tool settings	Broad area control, engineering projects basis for subsequent level work	Small area control, drainage studies, some construction and engineering	

8.3.4 Right of Way Surveys

Developer shall base all surveys on the primary horizontal and vertical control network established for the Project.

8.3.4.1 Accuracy Standard

In performing ROW surveys consisting of boundary locations, Developer shall meet the accuracy standards of the appropriate level of survey as defined in the following table.

Table 8-2: Chart of Tolerances

	Urban / Rural	Urban Business District	Remarks and Formulae
Error of Closure	1:10,000	1:15,000	Loop or between control monuments
Angular Closure	15" \sqrt{N}	10" \sqrt{N}	N = number of angles in traverse
Accuracy of Bearing in Relation to Source*	20"	15"	$\text{Sin } \square\square =$ denominator in error of closure divided into 1 (approx.)
Linear Distance Accuracy	0.1 foot per 1,000 feet	0.05 foot per 1,000 feet	$\text{Sin } \square\square \times 1000$ (approx.) where $\pm =$ Accuracy of Bearing
Positional Error of any Monument	$AC/10,000$	$AC/15,000$	$AC =$ length of any course in traverse
Adjusted Mathematical Closure of Survey (No Less Than)	1:50,000	1:50,000	

* LA DOTD policy requires all bearings or angles be based on the following source: Grid bearing of the Louisiana Coordinate System, with the proper zone and epoch specified.

8.3.5 Survey Records and Reports

Developer may use electronic field books to collect and store raw data. Developer shall preserve original raw data and document any changes or corrections made to field data, such as station name, height of instrument, or target.

Field survey data and sketches that cannot be efficiently recorded in the electronic field volume shall be recorded in a hardcopy field note volume and stored with copies of the electronic data.

8.4 Construction Requirements

8.4.1 Units

Comply with the design requirements in Section 8.3.

8.4.2 Construction Surveys

Comply with the design requirements in Section 8.3.

8.5 Deliverables

8.5.1 Final ROW Surveying and Mapping

All files associated with a ROW mapping shall be provided to LA DOTD in accordance with Addendum A to LSM. This shall include, but will not be limited to, ROW Maps, coordinate geometry (COGO) “IN” and “OUT” files, and title research reports for each owner and/or parcel.

8.5.2 ROW Monuments

Upon completion of the ROW acquisition and all construction Work, such that the final ROW lines will not be disturbed by construction, Developer shall place ROW monuments and witness signs in accordance with Addendum A of the LSM. Developer will also be required to submit a ROW Monument Map in accordance with the LSM. Developer shall file ROW Monument Map with the Clerk of Court in the parish where the ROW is located.

Developer shall provide all materials, supplies, and other items necessary for proper survey monumentation.

9.0 SITE PREPARATION

9.1 General Requirements

Developer, in accordance with these Technical Provisions, shall conduct all Work necessary to meet the requirements of site preparation including:

- A. Clearing and grubbing;
- B. Excavation and embankment;
- C. Removal of existing buildings, pavement, and miscellaneous structures, except as may be specifically noted otherwise;
- D. Subgrade preparation and stabilization;
- E. Dust control;
- F. Aggregate surfacing; and

Borrow, stockpile, and waste sites: All borrow, stockpile, and waste sites for this Project shall be approved, both environmentally and technically, prior to construction activities occurring in them. All common fill or excess material disposed of outside the project ROW shall be placed in either a permitted solid waste facility, a permitted inert waste landfill, or in an approved site as determined by the LA DOTD. See Sections 201 and 202 of the *LSSRB* and supplements thereto for additional information.

There is no suitable place to bury existing debris within the ROW. Developer shall provide an environmentally and legally approved site to dispose of the existing bridge debris at no additional cost to LA DOTD.

The developer shall remove and dispose of all structures, obstructions, etc. within the required right-of-way per the following guidelines:

- A. Removal of structures, obstructions, etc. shall be in accordance with Section 202 of the *LSSRB* and supplements.
- B. Clearing and grubbing shall be in accordance with Section 201 of the *LSSRB* and supplements.
- C. Foundations of structures, pavement, etc. shall be removed to a depth at least two feet (2') below the surface or as necessary to construct the proposed improvements.
- D. The existing bridge shall be removed at the appropriate time as to not impede minimum marine and vehicular traffic requirements as set forth in this document per the section of this document for bridge removal.
- E. The existing tunnel shall be decommissioned at the appropriate time as to not impede minimum marine and vehicular traffic requirements as set forth in this document per the section of this document for the tunnel decommissioning.

9.2 Demolition and Abandonment Plan

Developer shall develop, implement, and maintain until Final Acceptance a D&AP for all existing structures, features, and utilities as described in Section 9.1 above (listing the types and sizes) that will be removed, abandoned, or partially abandoned. The D&AP shall ensure that said structures are structurally sound after the abandonment procedure. The D&AP shall show the locations of all existing features as listed in Section 9.1 that will be abandoned and shall show sufficient detail for the abandonment.

The material from structures designated for demolition shall be Developer's property. All material removed shall be properly disposed of by Developer outside the limits of the Project as described above.

9.3 Slopes and Topsoil

Developer shall comply with Technical Provisions and Reference Documents regarding design limitations and roadside safety guidelines associated with the design of slopes along roadways. Developer shall adjust grading to avoid and minimize disturbance to the identified Waters of the U.S. Developer's grading plan shall be in accordance with the approved NEPA documents; however, Developer shall secure all associated Governmental Approvals to meet the Released for Construction (RFC) plans.

Developer shall perform finished grading and place appropriate backfill in all areas suitable for vegetative slope stabilization (and areas outside the limits of grading that are disturbed in the course of the Work) that are not paved.

9.4 Deliverables

9.4.1 Released for Construction Documents

The D&AP shall be completed prior to beginning construction period.

10.0 ROADWAYS

10.1 General Requirements

The objective of the design work is to result in a constructed project facility within specified criteria while allowing the Developer the flexibility to make changes that produce benefits or savings to the LA DOTD or the Developer without impairing essential functions and characteristics of the Project, including, safety, traffic operations, desired appearance, and maintainability. The Developer may, however, find ways to improve the geometry. Any innovative alternatives that increase benefits and/or savings to LA DOTD and/or the Developer are encouraged and will be evaluated accordingly.

The Developer shall design and construct roadways and related work, including main roadways, crossroads, intersections, ramps, travel lanes, shoulders, barriers, transitions and all other required roadway-related facilities in accordance with the criteria established in this section. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within this section prior to proceeding with design and/or construction.

The Developer shall coordinate their roadway design, construction, maintenance, and operation with all other Work planned or under construction by LA DOTD and/or any Governmental Entity including but not limited to the Plaquemines Parish government, the Jefferson Parish government, USACE, private entities, etc.

10.2 Design Requirements

The Developer shall coordinate the roadway design with the design of all other components of the Project. The Project roadways shall be designed to integrate with the proposed bridge, intersecting roadways and roadways that are adjacent or connecting to the Project. The design speed along the LA 23 mainline corridor shall not be less than 45 miles per hour. Developer's chosen geometric layout for new and existing roadway facilities shall be subject to LADOTD review and approval prior to final design development.

The Project roadways shall be designed to incorporate roadway appurtenances including, but not limited to: fences, noise attenuators, barriers, and hazard protection as necessary to promote safety and to mitigate visual and noise impacts on neighboring properties. Fence type shall be replaced in accordance with LA DOTD Construction Standards and Details. Proposed fencing types that do not conform to the LA DOTD Construction Standards and Details shall be submitted to LA DOTD for approval.

Developer shall coordinate, design, and construct the improvements on cross and connecting streets in accordance with the Governmental Entity having jurisdiction of said roadway. All roadside safety devices used on the Project shall meet current crash test and other safety requirements that meet or exceed current LA DOTD requirements.

Standards and references specifically cited in the body of the Roadway Technical Provision establish requirements that shall have precedence over all others. Standards listed are placed in the

descending order of precedence. In case of conflict between or among standards listed, the order of precedence established by the LA DOTD in the list below shall govern. Listed under references are guidelines that the Developer may use in addressing the requirements as the Developer sees fit. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity prior to proceeding with design or construction. Items listed as standards or references in this Roadway Technical Provision shall be the most recent version available at the time of the Proposal due date.

Applicable standards are as follows:

- A) LA DOTD Minimum Design Guidelines;
- B) LA DOTD Engineering Directives and Standards Manual (EDSM);
- C) AASHTO Policy on Geometric Design of Highways and Streets (Desirable Values);
- D) AASHTO Roadside Design Guide;
- E) LA DOTD Standard Plans;
- F) Manual on Uniform Traffic Control Devices (MUTCD);
- G) Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications, 2016 Edition;
- H) LA DOTD Software and Deliverable Standards for Electronic Plans;
- I) AASHTO Manual for Assessing Safety Hardware (MASH);
- J) AASHTO NCHRP, Report 350.
- K) The Design Report for State Project (SP) # H.004791
- L) The NEPA approved documents for SP # H.004791
- M) Any associated Public Private Partnership (PPP) requirements per the LA DOTD
- N) Design year shall be 2040

Applicable references are as follows:

- O) LA DOTD Roadway Design Procedures and Details;¹
- P) LA DOTD Special Details;
- Q) Highway Capacity Manual;
- R) FHWA Code of Federal Regulations (CFRs); and
- S) Highway Safety Manual.

¹ Section 2.3 EXCEPTIONS TO DESIGN STANDARDS AND POLICIES. Delete the first paragraph in its entirety and replace with the following:

“Every effort shall be made to meet the approved LA DOTD Design Guidelines for all roadway or bridge projects. Waivers/Exceptions to design guidelines shall only be considered when the exception supports an alternative technical concept or value engineering or on a case-by- case basis, at specific locations, where the Developer

demonstrates that substantial benefits to the Department and the public would accrue from the Developer's recommendation. However, no assurance is made that such Design Waivers/Design Exceptions will be approved. All Design Waivers/Design Exception Requests shall be submitted in accordance with the Louisiana DOTD Design Report. Process utilizing the "Design Report for 2017 Minimum Design Guidelines" form and instructions.

http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Road_Design/Pages/Standard-Forms.aspx

10.2.1 Pavement Design

For pavement design and construction requirements, see Section 13.

10.2.2 Vibration Control

Refer to vibration monitoring requirements in Section 7.

10.2.3 Maintenance and Operation

Developer shall maintain all existing property accesses, and shall not revise control of access without LA DOTD review and the written agreement of the affected property owner. Access control shall be in conformance with the LA DOTD Access Connections Policy.

Whenever Developer receives a design request from an adjacent property owner, the Developer shall, within thirty (30) Days of the request, produce a report to LA DOTD identifying the nature of the request, the financial consequences to LA DOTD of compliance (if any), Developer's assessment of the feasibility of compliance, any Change Requests from the Technical Provisions that would be required, and any potential risks to LA DOTD that may arise from implementation of the design request such as environmental and permitting risks. Where Developer determines that there are no financial consequences to LA DOTD, time impacts to the Project, or Change Request(s) from the Technical Provisions, and provided that LA DOTD raises no objection within thirty (30) Days of Developer's report, Developer may proceed with the implementation of the design request at its option and shall advise LA DOTD in writing of its decision.

No open cutting (removal of pavement to construct, repair, or relocate utilities/drainage structures or for any purposes that cause a full-depth cut of existing pavement and removal of any subgrade beneath) of the travel lane pavements or ramp pavements shall be allowed without prior approval of LA DOTD. Any pavement that is open cut as described in this paragraph shall be repaired in-kind prior to the travel lane or ramp being opened to traffic.

10.2.4 Related Transportation Facilities

Developer shall design and construct all new roadway and bridges to accommodate the planned expansions or updates of related transportation facilities as designated in the current transportation master plans found on the New Orleans Regional Planning Commission and the Plaquemine Parish websites.

11.0 DRAINAGE

11.1 General Requirements

The Developer shall plan, design, construct, operate and maintain drainage in accordance with the criteria established in this Drainage Technical Provision. The Developer shall provide drainage facilities designed to safely and efficiently handle stormwater runoff and to satisfy environmental commitments. The Developer shall abide by the standards in these specifications and elsewhere in the PPP Contract as they pertain to drainage facilities, including LPDES and other permit requirements. The Developer shall obtain clarification of any unresolved ambiguity within this Drainage Technical Provision prior to proceeding with design and/or construction.

All stormwater runoff that flows through the Project, whether originating within or outside of the Project, must be accounted for in the design of the drainage system. All existing and proposed stormwater conveyances (open-channel and closed-conduit), inlets, and stormwater management such as detention/retention ponds are included as part of the drainage system.

The drainage system shall meet the following requirements:

- A. The analysis, design, and construction of all components of the drainage system shall address the interim conditions during construction of the Project and the Final Design.
- B. The System shall have adequate capacity to convey all stormwater through the Project without any adverse impacts to upstream and/or downstream adjacent properties.
- C. Any restrictions on discharging stormwater to environmentally sensitive areas, navigable waters, or coastal zones.
- D. Official documents concerning the Project, such as the NEPA document and any other drainage or environmental studies.

The Developer shall determine any stormwater runoff issues that may include: areas with historically inadequate drainage (evidence of flooding or citizen complaints of flooding), maintenance problems associated with drainage, and areas known to contain Hazardous Materials. Developer shall identify watershed boundaries, protected waters, areas classified as wetlands, floodplains, and boundaries between regulatory agencies.

The Developer shall acquire all applicable municipal drainage plans, watershed management plans, coastal zone management plans, and records of citizen concerns. Developer shall acquire all pertinent existing storm drain plans, bridge hydraulic studies, and/or survey data, including data for all culverts, drainage systems, storm sewer systems, and bridge sites within the Project Limits. Developer shall also identify existing drainage areas and calculate the estimated runoff to the highway drainage system. The Developer shall coordinate the design of the drainage system with the roadway design and alignment as to adequately drain all proposed improvements.

The Developer shall coordinate all stormwater runoff issues with affected interested parties and regulatory agencies, including but not limited to USACE, CPRA, LDEQ, Plaquemines Parish

government, Jefferson Parish government, etc. The Developer shall document any resolutions of stormwater runoff issues.

11.2 Design Requirements

Within the Project Limits, Developer shall upgrade all substandard drainage facilities where the design and construction of the Project propose to utilize or impact those facilities. A substandard drainage facility is any stormwater drainage system component where the hydraulic capacity per these requirements is inadequate to carry additional stormwater generated by the Project. The design of the drainage system shall include any necessary modifications to the existing drainage systems within the Project Limits and design of new storm drainage systems as required per the performance requirements, defined in this section.

The Developer shall design and construct all drainage and culvert facilities adequately to address runoff control, safety, functionality, erosion mitigation, durability, ease of maintenance, maintenance access, and current uses. All ditches, outfalls, and pipe crossings shall be designed to address all performance goals as well as functionality, headwater, discharge, design storm, minimum cover, and drainage structures size.

Damage to existing infrastructure due to Developer's operation shall be immediately repaired to maintain existing system capacity at all times. This permanent repair shall be at Developer's expense.

The Developer may utilize the existing drainage facilities, provided overall drainage requirements for the Project are achieved; however, use of existing drainage facilities will not reduce the Developer's Maintenance and Handback obligations. Modifications of existing systems or installations of new drainage systems to create in-line/buried/subsurface/underground detention or stormwater runoff storage shall not be allowed. The use of blind junctions and/or non-accessible structures shall not be allowed unless otherwise approved in writing by LA DOTD. The Developer shall not install and/or utilize longitudinal storm sewer pipe under travel lanes unless otherwise approved in writing by LA DOTD. If no modification or upgrading of the existing LA DOTD stormwater system is required, Developer shall, at a minimum, maintain the existing system. This maintenance includes but is not limited to silt removal from any pipe, ditch, or structure, and removal of any debris prior to the use of any existing LA DOTD stormwater system. This maintenance shall be at Developer's expense.

The Developer shall base its Final Design on design computations and risk assessments for all aspects of Project drainage.

The Developer shall design channels and ditches such that erosion within and downstream of the channels and ditches is minimized. Developer shall design channels to provide freeboard from the roadway base for the channel design storm event per Table 4.3 - Design Storm Event Summary Table in the LA DOTD – Manual on Drainage Design for Highways (Drainage Manual). If this freeboard requirement is not achievable with a channel, Developer may design an open concrete-lined conveyance limiting ponding.

Runoff from bridge decks shall be carried off the bridge and into the adjoining roadway drainage

system. The roadway drainage design shall include bridge approach drains to intercept gutter/shoulder flow at each end of the bridge.

Plastic pipe will not be allowed except in the application as described in the reference EDSM II.2.1.1, Revised Pipe Policy.

Standards and references specifically cited in the body of the Drainage Technical Provision establish requirements that shall have precedence over all others. Standards listed are placed in the descending order of precedence. In case of conflict between or among standards listed, the order of precedence established by the LA DOTD in the list below shall govern. Listed under references are guidelines that the Developer may use in addressing the requirements as the Developer sees fit. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity prior to proceeding with design or construction. Items listed as standards or references in this Drainage Technical Provision shall be the most recent version available at the time of the Proposal due date.

Applicable standards are as follows:

- A) Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications;
- B) LA DOTD Engineering Directives and Standards Manual (EDSMs);
- C) LA DOTD Hydraulic Manual including computer programs; and
- D) LA DOTD Standard Plans.

Applicable references are as follows:

- A) LA DOTD Roadway Design Procedures and Details;¹
- B) LA DOTD User's Manual for Hydraulics Programs;
- C) The FHWA HEC-18 and HEC-20 for Scour Analysis; and
- D) LA DOTD Special Details.

1 Section 2.3 EXCEPTIONS TO DESIGN STANDARDS AND POLICIES. Delete the first paragraph in its entirety and replace with the following:

“Every effort shall be made to meet the approved LA DOTD Design Guidelines for all roadway or bridge projects. Waivers/Exceptions to design guidelines shall only be considered when the exception supports an alternative technical concept or value engineering or on a case-by- case basis, at specific locations, where the Developer demonstrates that substantial benefits to the Department and the public would accrue from the Developer's recommendation. However, no assurance is made that such Design Waivers/Design Exceptions will be approved. All Design Waivers/Design Exception Requests shall be submitted in accordance with the Louisiana DOTD Design Report. Process utilizing the “Design Report for 2017 Minimum Design Guidelines” form and instructions.

http://wwwsp.dotd.la.gov/Inside_LA_DOTD/Divisions/Engineering/Road_Design/Pages/Standard-Forms.aspx

11.3 Construction Requirements

Developer shall design the drainage system to accommodate construction staging. The design shall include temporary erosion control, sediment basins, and other BMPs needed to satisfy the LPDES and other regulatory requirements. The Developer shall prepare, submit and maintain the Stormwater Pollution Prevention Plan. The affected acreage shall be determined, the appropriate LDEQ forms submitted and BMP's shall be installed and maintained through-out the life of the project.

Developer shall obtain LA DOTD acceptance during the design-build period to utilize any existing stormwater system (any and all pipe, structure, ditch, detention/retention system, or any other component necessary for the conveyance of stormwater) outside of the Project Limits. Maintenance responsibility and costs shall be as follows during the design-build period:

- A. Initial costs to reconstruct or upgrade the substandard drainage facility(ies) outside of the Project Limits shall be at the sole cost of Developer. Rehabilitation of substandard drainage facilities may be considered. The rehabilitation must meet the useful life as if the substandard drainage system structure was replaced as new.
- B. Any stormwater system accepted by LA DOTD and constructed for the sole purpose of the Project shall be maintained by Developer at Developer's sole expense until Final Acceptance.
- C. The Developer, at Developer's expense, shall be responsible for maintenance and restoration of the existing system to its original intended purpose for any accepted existing stormwater system whether used jointly by Developer and LA DOTD or for Developer's sole use.
- D. Maintenance work includes but is not limited to silt removal of any pipe, ditch, or structure, and removal of debris prior to the use of any existing LA DOTD stormwater system.

11.4 Deliverables

Developer shall submit to LA DOTD for review and acceptance, a Drainage Design Report. At a minimum, the report shall include:

- A. A set of all drainage computations, both hydrologic and hydraulic, including the results in PDF format from the DOTD's HYDRWIN program with all support data;
- B. Hydraulic notes, models, and tabulations;
- C. Drainage system data (location, type, material, size, and other pertinent information) in a suitable electronic format such as PDF.

12.0 STRUCTURES

12.1 General Requirements

The structural elements of the Project shall be designed and constructed in conformance with the requirements of the Contract Documents in order to provide safety, functionality, durability, ease of inspection and maintenance, and aesthetically-pleasing facility. These include, but are not limited to: bridges, culverts, drainage structures, signage supports, illumination assemblies, traffic signals, retaining walls, and sound barriers.

Developer shall prepare a detailed plan for such Elements constructed on the Project with recommended design and construction. The design of the Project shall be in accordance with these Technical Provisions and the Reference Documents.

12.1.1 Standards and References

Standards cited in this Specification shall be followed.

References cited in this Specification are LA DOTD's Structures Guidelines and are suggestions to be followed.

Should the requirements in any standard or reference conflict with those in another, the standard or reference highest on the lists presented below shall govern. Unless specified by year and date, items listed as standards or references in this Specification shall be the latest edition(s) in effect on the Proposal Due Date.

12.1.1.1 Standards

- A) LA DOTD Bridge Design and Evaluation Manual (BDEM) and Bridge Design Technical Memoranda (BDTMs);
- B) Louisiana Standard Specifications for Roads and Bridges (LSSRB), Supplemental Specifications and Special Provisions;
- C) LA DOTD Standard Plans and Special Details;
- D) FHWA Load Rating for the FAST Act's Emergency Vehicles 11/03/16;
- E) LA DOTD Minimum Design Guidelines, Preferred Values;
- F) AASHTO A Policy on Geometric Design of Highways and Streets (Desired Values);
- G) LA DOTD Software and Deliverable Standards for Electronic Plans

12.1.1.2 References

- A) AASHTO Guide Specifications for Bridge Temporary Works;
- B) AASHTO Construction Handbook for Bridge Temporary Works;
- C) AASHTO Manual for Assessing Safety Hardware (MASH); and
- D) NCHRP, Report 350.

12.2 Bridge Type

Bridge types will not be restricted to those traditionally used by the LA DOTD. Other types and components may be allowed only if they are currently accepted for general use by other United States State Department of Transportation authorities and the Developer demonstrates to LA DOTD that they will perform according to this Contract Document.

Experimental bridge types, timber bridges, masonry bridges, and arches will not be permitted.

Spread footings, cast in place piles, and timber piles for bridge structure foundations will not be permitted. Steel piles exposed above ground line will not be permitted.

Spans over existing or future roadways, existing or future railroad tracks, or navigable waterways shall be supported by column bents or piers. Substructures adjacent to the navigable waterway shall be designed for vessel collision in accordance with the BDEM. Placement of a pier protection system, such as a fender system, will be allowed.

12.3 Bridge Aesthetics

Developer shall design retaining/structural walls to be similar in color, texture, and style that are consistent with other Elements present in the entire Project such as structures, landscaping, and other highway components.

All embellishments for structural Elements shall be coordinated with Developer's structural design team to facilitate constructability and maintain safety requirements. At a minimum apply Class 2 and Class 3 concrete surface to the limits described in Bridge Design Technical Memorandum (BDTM) 72; however, concrete surface finish limits may be extended to provide enhanced aesthetics to structure areas visible by the traveling public. Class 3 concrete surface finish color shall be proposed by the Developer to the LA DOTD for review and approval.

All other concrete surfaces shall receive surface finishes as directed in Section 805.08 of the Louisiana Standard Specifications for Roads and Bridge (LSSRB).

Bridges with all or part of the structure visible to traffic, either passing beneath the bridge or travelling in lanes adjacent to the bridge, shall use constant depth of fascia beams along the entire length of the bridge to maintain a uniform appearance. One exception to this requirement is at locations where the fascia beam material changes from steel to concrete or vice versa. In this case, cheek walls may be used at piers to mask transitions where superstructure depth change is required

due to the change in material type. Another exception to this requirement is when variable depth or haunched beams are chosen for use. Variable depth and haunched beams will only be allowed in the main span crossing over the GIWW.

Bridges that are not visible to traffic either passing beneath the bridge or travelling in lanes located adjacent to the elevated portions of the bridge are not required to have all fascia beams constant throughout the bridge length.

All structural steel, such as girders, cross-frames, and connections, shall be painted. Provide a zinc paint system in accordance with Section 811 of the LSSRB. Provide a gloss finish for the top coat. Chosen top coat color shall be proposed by the Developer to the LA DOTD for review and approval.

All bridge substructure columns shall be consistent in form and texture, with similar shapes and details used throughout.

Exposed conduits shall be minimized on bents, columns, bridge beams, overhangs, or any other visible surface.

All closed deck drainage system piping on the bridge should be concealed from view when possible. Place piping and downspouts within interior bays of girder, as applicable.

12.4 Design Requirements

12.4.1 Design Parameters

Developer shall ensure that bridges crossing over waterways are designed in accordance with Section 12 and other applicable sections of the Contract Documents.

Developer shall design and construct all new roadway and bridges to accommodate the planned expansions or updates of related transportation facilities as designated in the current transportation master plans found on the New Orleans Regional Planning Commission and the Plaquemine Parish websites.

Developer shall provide a dedicated pedestrian facility on the bridge structure.

12.4.1.1 Horizontal and Vertical Clearances

For vertical clearance requirements of new bridge over the Gulf Intracoastal Waterway (GIWW), provide 73' minimum vertical clearance. Minimum vertical clearance shall be taken from high water elevation to low chord of superstructure including clearance to marine safety lights and other appurtenances at or below the low chord height. High water elevation at this location shall be +3.0 NAVD88. For horizontal clearance of new bridge, provide 150 feet minimum navigable waterway. Horizontal clearance shall be to any portion of the substructure that extends above the established channel bottom, including the footings and any pier protection system.

12.4.1.2 Load Factors

Load factors shall conform to the BDEM and the LRFD Specifications. Operational Importance Factor shall be 1.05.

12.4.1.3 Bridge Load Ratings

The Developer shall submit as-designed and as-built bridge load ratings in accordance with the BDEM.

12.4.2 Bridge Deck and Superstructure

Partial depth, pre-cast concrete deck forms will not be permitted.

Asphalt overlay on structures will not be permitted.

The use of epoxy anchors in direct tension and overhead applications is prohibited.

Developer shall minimize the number of deck joints wherever possible. Developer shall locate joints to provide for maintenance accessibility and future replacement.

Longitudinal expansion joints are not allowed.

Bolted field splices are allowed for use on steel girders, provided the splice plates and bolts do not encroach in the slab design thickness.

Use stainless steel anchor bolts, nuts, and washers for all bearing assemblies.

12.4.3 Bridge/Retaining Wall Foundations

The foundation design shall be based on the requirements of Section 7. Any previously accepted reports provided by LA DOTD are for informational purposes only, and LA DOTD does not certify or warranty the information contained in these reports.

Developer must coordinate with the FAA, USCG and the New Orleans Port Authority regarding installation of obstruction and navigable lights, on a case-by-case basis. Developer shall conform obstruction and navigable lighting to the most current versions of Federal Aviation Administration (FAA) Advisory Circular (AC) No. 150/5345-43E, FAA's AC No. 70/7460-1K, FAA's 14 CFR Part 77.9, USCG's *Bridge Administration Manual*, USCG's *Bridge Lighting and Other Signals*, USCG's *Bridge Lighting and Fender Systems* and USCG's *Part 118 Bridge Lighting and Other Signals*.

12.4.4 Bridge Railing and Barriers

The bridge railing and roadway barrier minimum requirements shall conform to the AASHTO Manual on Assessing Safety Hardware (MASH) Test Level 4, (TL-4).

12.4.5 Approach Slabs

Reinforced concrete approach slabs shall be placed at the ends of the new structure. Design and detail approach slabs in accordance with requirements of the BDEM and the LA DOTD Approach Slab Special Details.

12.4.6 Sound Barriers

If required, sound barriers including those mounted to bridge barriers shall be designed to resist all loading that it will be subjected to including wind and ice loading. The bridge deck overhang shall have adequate capacity to accommodate these loads.

12.5 Final Bridge Inspection Prior to Partial Acceptance

LA DOTD shall inspect all bridges constructed prior to Partial Acceptance. Bridges cannot be opened to traffic until they have been accepted by LA DOTD.

12.6 Removal of Vertical Lift Span Bridge and Fender System

After Partial Acceptance, Developer shall remove existing vertical lift span bridge including existing fender system. Bridge superstructure, substructure, approach roadways, and fender elements above the waterline shall be completely removed. Existing bridge and fender foundations shall be cutoff a minimum of two feet (2') below the groundline except for foundations within the navigation channel which shall be removed to provide a channel bottom of -18.0 NAVD. All areas beneath the bridge which are located over land shall be graded to drain and seeded with grass in accordance with the LSSRB.

Developer is hereby advised the existing coating system contains lead and other heavy metals. Developer shall follow all applicable local, state and federal safety requirements.

Developer shall incorporate his detailed plan and sequence for removal of vertical lift span bridge into the D&AP for review and approval by the LA DOTD.

12.7 Decommissioning of Existing Tunnel

After Partial Acceptance, Developer shall decommission existing tunnel. Minimum requirements are to:

- A) Remove all electrical and mechanical components;
- B) Within navigation channel, provide for a channel bottom elevation of -18.0 NAVD;
- C) Permanently cap or plug all tunnel openings to remain;

- D) Remove tunnel approach pavement, ramp walls, ventilation buildings, and stairwells, backfill, grade to drain and seed affected areas;
- E) Permanently close existing openings in floodwall on both ends of tunnel approaches to the satisfaction of the owner (USACE).

Ramp walls, ventilation buildings, and stairwells shall be removed to two feet (2') below the groundline.

Developer shall incorporate his detailed plan and sequence for decommissioning of existing tunnel into the D&AP for review and approval by the LA DOTD.

12.8 Deliverables

See Section 2 for additional requirements.

12.8.1 Preliminary Bridge and Wall Plan Layouts

Developer shall prepare preliminary bridge and wall plan layouts in accordance with the requirements of the *BDEM*.

12.8.2 Bridge and Wall Construction Plans

After the preliminary bridge and wall layouts have been accepted by LA DOTD, Developer shall prepare final submittals including but not limited to:

- A) Design Calculation Book (including As-Designed Rating);
- B) Final Plans;
- C) As-built Plans;
- D) Record drawings/shop drawings;
- E) As-built Rating; and
- F) Other information as required in the standards listed in Section 2.1 of this specification.
 - a. Design Calculation Book contents and format shall conform to BDEM.
 - b. Final Plans format shall be Microstation DGN files conforming to requirements of the TP's.
 - c. As-built Rating contents and format shall conform to BDEM.
- G) Record Drawings and shop drawings format shall be electronic PDF format conforming to Section 801.05.2.1 of the LSSRB.

12.8.3 Hurricane Preparedness

The Developer shall have a plan to address securing and protection of the structure elements and the project site during a hurricane event. The Developer shall submit a copy of the plan to LA DOTD for review and comment. Information shall be submitted as part of the Safety & Health Plan required in Section 2.

13 PAVEMENT STRUCTURE

13.1 General Requirements

The Developer shall construct pavements which are designed to accommodate 20 years of projected traffic and shall also meet or exceed the maintenance performance requirements and handback requirements set forth in Section 19. The pavement structure design to be used for LA 23 and other state routes within the Project Limits will be developed by the Developer in accordance with this Technical Provision so that the pavement will perform under the conditions (climate and loading) for the specified periods.

The Developer shall meet the following performance goals during the preparation of design plans and through Project implementation and construction, in the sole discretion of the LA DOTD:

- A) New base courses for new pavements to be carried through the shoulders;
- B) Pavement sections that are designed for projected traffic loadings plus any percentage of increase;
- C) Repair of existing pavement faults by means and methods which will ensure that at Partial Acceptance the repairs extend the service life for 20 years and that the pavement will meet or exceed the maintenance performance requirements throughout the Term of the Agreement;
- D) Pavement that is designed to meet in-situ soil properties;
- E) Performance of dust abatement during construction.
- F) Pavement that provides adequate load transfer (if applicable); and
- G) Drainage of any new aggregate base courses

This Provision's criteria applies to all pavements to be constructed as a part of the Project, and must result in the construction of a pavement structure that will be acceptable to the Federal Highway Administration (FHWA) and LA DOTD. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within this section prior to proceeding with design and/or construction.

The parameters that will be used by the LA DOTD to evaluate performance of all newly constructed and rehabilitated pavements at Final Acceptance for this Project are identified in Sections 13.1.1 through 13.5.

The Developer shall evaluate the existing pavement structure, including travel lanes and shoulders. Performance improvements will be presented in the design process for LA DOTD evaluation.

These parameters will be evaluated by the Developer in coordination with the LA DOTD, both during construction and at Final Acceptance.

13.1.1 Standards

The Developer shall plan, design, construct, and maintain pavement structures in accordance with this Pavement Structure Technical Provision and the requirements of the following standards.

Standards and references specifically cited in the body of this Pavement Structure Technical Provision establish DOTD’s Standards and Reference guidelines. Should the requirements in any standard or reference conflict with those in another, the standard or reference highest on the lists presented below shall govern. Unless specified by year and date, items listed as standards or references in this Technical Provision shall be the latest edition(s) in effect on the Proposal Due Date.

- A) AASHTO Pavement Design Procedures;
- B) LA DOTD Standard Plans;
- C) 2016 Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications;
- D) LA DOTD Testing Procedures Manual;
- E) LA DOTD Approved Materials List (AML); and

13.1.2 References

- A) LA DOTD Roadway Design Procedures and Details¹;
- B) DARWin Pavement Design Software
- C) PavmentME Design Software
- D) Traffic Data.
- E) AASHTO Guide for Design of Pavement Structures (1993)
- F) AASHTO Mechanistic-Empirical Pavement Design Guide, a Manual of Practice (2015)
- G) Development of DARWin-ME Design Guidelines for Louisiana Pavement Design, LTRC Project No. 12-4P Final Report (August 2015); and
- H) LA DOTD Pavement Design Guide (2013)

¹ Section 2.3 EXCEPTIONS TO DESIGN STANDARDS AND POLICIES. Delete the first paragraph in its entirety and replace with the following:

“Every effort shall be made to meet the approved LA DOTD Design Guidelines for all roadway or bridge projects. Waivers/Exceptions to design guidelines shall only be considered when the exception supports an alternative technical concept or value engineering or on a case-by- case basis, at specific locations, where the Developer demonstrates that substantial benefits to the Department and the public would accrue from the Developer’s recommendation. However, no assurance is made that such Design Waivers/Design Exceptions will be approved. All Design Waivers/Design Exception Requests shall be submitted in accordance with the Louisiana DOTD Design Report. Process utilizing the “Design Report for 2017 Minimum Design Guidelines” form and instructions. http://wwwsp.dotd.la.gov/Inside_LA

13.1.3 Design and Reporting

The Developer shall plan, design, construct and maintain pavement structures in accordance with this Pavement Structure Technical Provision, LA DOTD Policies and Procedures, and on the subsurface geotechnical data collected by Developer.

For roadways adjacent to and crossing the Project that are disturbed by the construction activities of the Project, Developer shall, at a minimum, match the in-place surface type and structure of the existing roadways. In addition, all new shoulders shall be constructed as full-depth shoulders to match the roadway pavement section. Developer shall design all tie-in Work to avoid differential settlement between the existing and new surfaces.

Developer shall coordinate the design and construction of all cross roads with the Governmental Entity having jurisdiction whether a municipality, parish, or LA DOTD.

13.1.3.1 Pavement Design Report

Developer shall prepare a Pavement Design Report that documents the assumptions, considerations, and decisions contributing to Developer's pavement design, including the following:

- A) Pavement design details by location, including structural layer materials, general specifications, and thicknesses;
- B) Lifecycle management analysis (using deterministic model), including the periods for resurfacing, reconstruction, and other rehabilitation measures and what these activities are likely to entail;
- C) Relevant pavement evaluation data (structural and functional) and condition information on adjacent roads;
- D) For slopes steeper than 2:1, include the slope stability analysis for embankment and excavation slopes including both short-term (undrained) and long-term (drained) conditions, and discussion of design measures undertaken to ensure stability and safety of all slopes. The analysis shall consider the potential for long-term surficial slide failures common to high plasticity clays in Louisiana, and specific recommendations shall be provided to minimize their occurrence;
- E) Relevant geotechnical data and drainage requirements;
- F) Design criteria used in determining the pavement design(s), including traffic loads, pavement material strength factors, and pavement design life;
- G) Design methods adopted in developing the pavement design(s) and the rationale for their selection;
- H) Other considerations used in developing the pavement design(s);
- I) The pavement for main lanes and ramps shall be designed using the functional highway

classification(s) for “Urban Arterial;”

- J) Tabulation of the relevant subgrade design values such as the modulus of subgrade reaction (k-value), resilient modulus, California Bearing Ratio (CBR), or other basis for each pavement design section;
- K) Site conditions including any potentially soft compressible zones requiring special design considerations, and the presence and location of expansive soils requiring special design considerations; and
- L) Recommended subgrade stabilization procedures including the type of stabilizing agents, the application rates, compaction criteria, strength requirements, total depth of treatment, and other relevant details.

13.2 Ride Quality

13.2.1 New Pavements

The ride quality of new pavement, measured using the International Roughness Index (IRI), will follow the LSSRB for Roads and Bridges Manual without pay incentives or disincentives.

New concrete pavements having an IRI > 85 in/mile will be subject to removal and replacement. New pavements having an IRI >75 in/mile, but ≤ 85 in/mile will be corrected in order to meet an IRI of 75 or less.

New asphalt pavements having an IRI > 75 in/mile will be subject to removal and replacement. New pavements having an IRI >65 in/mile, but ≤ 75 in/mile will be corrected in order to meet an IRI of 65 or less.

Any Corrective Action must be approved prior to action being taken.

13.3 Structural Capacity

LA DOTD shall be satisfied that the structural capacity of the pavement will provide 20 years of satisfactory service. The Developer shall prepare and submit to LA DOTD a pavement life cycle plan for all pavement areas demonstrating how the pavement will meet or exceed the maintenance performance requirements throughout the Term of the Agreement and will achieve the required 10 years Residual Life at handback. The structural capacity (thickness and strength) of pavement sections must be evaluated during the construction period in accordance with the Construction Quality Assurance Program (CQAP) and through the Developer’s accepted Construction Quality Management Plan (CQMP). The thickness, strength, quality of materials, and placement will be evaluated to ensure compliance with the approved design.

13.4 Material Quality

The LA DOTD shall be satisfied that the materials used meets or exceed the project specifications and shall be satisfied that the all requirements of the CQAP have been performed and met.

13.5 Construction Requirements

13.5.1 New Construction Typical Sections

The Developer shall design and construct the following pavement sections on this Project for Belle Chasse that meet the following criteria:

The Developer shall construct pavement structures that have been reviewed and approved for use on the project by the LA DOTD and FHWA. Pavement designs shall be developed using either an asphalt surface (2016 LA Specifications, Part 5) or concrete surface (2016 LA Specifications, Part 6), along with a base course (2016 LA Specifications, Section 302) and subgrade layer (2016 LA Specifications, Section 305) with the stipulation that the designs provide equivalent structural performance. A drainage system shall be provided to ensure that all surface and subsurface water will drain from the pavement structure.

The Developer shall submit designs for new pavements (through lanes and shoulders) which will include, but not be limited to, the following:

- A) Information on design criteria and methods;
- B) Details of materials/mixes to be used;
- C) Details of Internal drainage system of any new aggregate base courses.

13.5.2 Rehabilitation of Existing (To Remain In Place) Pavements

The Developer shall submit designs for existing pavement (Through lanes and shoulders) which will include, but not be limited to, the following:

- A) Information on design criteria and methods;
- B) Details of materials/mixes to be used;
- C) Load transfer/contact/joint details between pavement types and repair details for existing pavement types, details used in S.P. NO. H.004791 will be acceptable;
- D) Replacement of all existing approach slabs;
- E) Repair any existing faulted pavement joints greater than 0.15 inches;
- F) Patching/rehabilitation of existing pavements which remain in place with like materials and pavement types with respect to cracked slabs;
- G) Internal drainage of any new aggregate base courses.

13.6 Acceptance of Pavement Structure

There will be no defects in any pavement structures constructed under this project at Final Acceptance.

14.0 LANDSCAPE AND HARDSCAPE ENHANCEMENTS

14.1 General Requirements

Aesthetic treatments play a significant role in the Project. This Section 14 defines the minimum requirements with which Developer shall design and construct aesthetic treatment enhancements for the roadway and landscaping Elements of the Project. Aesthetic treatments shall be designed to harmonize with the indigenous landscape and architecture.

14.2 Administrative Requirement

The intent of this Section 14 is to provide guidelines on enhancement value for both the users and the onlookers of the corridor and to provide a roadway corridor with continuity and attractiveness through the use of comprehensive aesthetic treatments. This Section 14 presents minimum landscape and hardscape design requirements for the Project.

14.2.1 Landscape and Hardscape Enhancement Plans

Developer shall submit a Landscape Enhancement Plan and a Hardscape Enhancement Plan for approval by LA DOTD.

The Landscape Enhancement Plan shall provide guidelines and requirements for the landscape design of the Project. The Landscape Enhancement Plan shall include all elements to fully communicate the proposed design to LA DOTD. LA DOTD approval of the Landscape Enhancement Plan is required prior to construction of any affected Elements. The Landscape Enhancement Plan for the Project shall include at a minimum the following:

- A. A plan that indicates plant palettes, locations of plants, plant types, and planting dates;
- B. A maintenance program; and
- C. Composite drawings of all utilities and easements that would interfere with landscaping, markers, or any other identified enhancements.

The Hardscape Enhancement Plan of the Project shall include at a minimum the following:

- A. A master plan that will convey the layout of the various roadway features included by Developer, e.g., where the depressed sections, elevated sections, and at-grade roadways are located; as well as where there are bridges, retaining walls, sound barriers, sign structures, and other structure components;
- B. Drawings showing where site-specific elements are located, e.g., fences, signage, potential locations of community improvement opportunity areas, gateway markers, control buildings, bridge enhancements, landscaping, etc.; and
- C. Color schemes and their locations.

The completed Hardscape Enhancement Plan shall provide guidelines and requirements for engineering and development of the highway corridor aesthetics. The guidelines shall serve as the primary standard guidance necessary to produce the intended aesthetic form, function, and appearance of this and potential future projects.

14.2.2 Personnel

Developer shall provide a landscape architect, registered in the State of Louisiana, with a minimum of five (5) years' experience in designing landscape and hardscape enhancement Elements for roadway projects of similar scope and size, to develop the Landscape and Hardscape Enhancement Plans.

14.3 Design Requirements

14.3.1 Landscape and Hardscape Enhancement Principles and Strategies

Developer shall follow the guidelines and requirements of the approved Landscape Enhancement Plan, as well as the aesthetics principles, requirements, and strategies established in the Hardscape Enhancement Plan as approved by LA DOTD for the Project, including the following:

- A. The Project shall minimize impacts on the existing natural environment to the extent possible;
- B. The Project shall be complimentary to the indigenous landscape to the fullest extent possible;
- C. Simple geometric shapes for structures shall be used to the extent possible for continuity along the entire length of the Project;
- D. All structures shall be carefully detailed to achieve the greatest level of quality and fit within the regional context;
- E. Color, texture, and form shall be used consistently for all structures;
- F. Where color is used for concrete features, Developer shall use colored mix concrete or staining application with prior approval by LA DOTD. No painted concrete features will be allowed;
- G. Graphics, signage, and lighting shall be consistent along the entire length of the Project;
- H. Unmanaged woods, existing trees, and rock outcroppings shall be preserved to the greatest extent possible;
- I. Embellishment Elements shall be fully integrated with the overall landscape design;
- J. Landscape Enhancement Plans shall conform to LA DOTD's specifications, policies, and procedures;
- K. Visual quality of the landscape shall be consistent along the entire length of the Project;
- L. Embellishment Elements shall be easy to maintain and provide protection from vandalism and graffiti; and

M. Aesthetics shall not interfere with safety, constructability, and maintenance.

14.3.2 Walls

Developer shall design retaining/structural walls to be similar in color, texture, and style that are consistent with other Elements present in the entire Project such as structures, landscaping, and other highway components.

Developer shall apply aesthetic treatments to the vertical surfaces of retaining and sound barrier walls where the surface is visible from the roadway or adjacent houses. Consistent treatments shall be used for retaining and sound barrier walls that articulate the design themes established for the Project.

Developer shall pay special attention to themed design embellishments and utilize high-quality finishes and materials at interchanges.

14.3.3 Bridges and Other Structures

See Section 12.3.

14.3.4 Trees, Shrubs, and Other Plant Materials

Tree, shrubs, and other plant materials shall comply with applicable requirements in LA DOTD's Specifications 700 (Grassing), 702 (Vine, Shrub and Tree Planting); and LA DOTD's Policies and Procedure 6755-9 (Landscaping on LA DOTD ROW).

14.3.5 Lighting

Developer shall design the lighting with the following embellishment criteria:

- A. One pole type for the entire Project; and
- B. Developer shall provide a lighting layout plan that addresses each light fixture (i.e., roadside lighting, high mast lighting, wall pack, etc.) and type of luminaire (i.e., light emitting diode (LED), high pressure sodium (HPS), Induction, Metal halide, etc.).

14.3.6 Control Buildings

If control buildings are built, Developer shall provide a minimum of three design concepts for review and approval for all building structures in the Hardscape Enhancement Plan. The control facilities, vent stacks, power centers, or any other structure that requires the seal of a registered architect, shall require the preparation of concept plans and materials samples.

14.3.7 Intersection Hardscape

When designing and constructing hardscape elements at intersections, at a minimum, Developer shall use colored textured concrete in all raised medians. Monolithic concrete medians will not be

accepted. Stamped concrete may be used only where local communities agree to maintain them, and it meets the requirements in LA DOTD specifications, policies, procedures, and these Technical Provisions.

14.3.8 Miscellaneous Concrete Paving

Concrete paving (4") shall be used in hard-to-reach mowing areas or under structures (such as, but not limited to areas near, next to, or between guard fence posts, sign posts, and bent columns; and/or next to retaining walls, ramp gores, paved ditches, flumes, ditch inlets, etc.) to improve roadway appearance.

14.4 Construction Requirements

Prior to start of production of any embellishment Element, Developer shall provide LA DOTD samples, mock ups, or catalog cuts for review and approval. Mock ups shall be sufficiently sized for LA DOTD to fully understand/visualize the look of the embellishment. Developer shall propose mock up size for LA DOTD approval on a case-by-case basis.

Developer shall provide LA DOTD sample panels of textured concrete surfaces a minimum of sixty (60) Days in advance of starting construction.

14.5 Deliverables

Developer shall provide Submittals as required in Section 2.

15.0 SIGNING, PAVEMENT MARKING, SIGNALIZATION

15.1 General Requirements

The Developer shall design, prepare plans, and install all new signs and supports within the Project Limits in accordance with the criteria established in this specification. New signage, permanent pavement striping and signalization are required and necessary for the safe traffic operations of the proposed improvements. Any existing signs outside of the Project Limits in conflict with the Developer's design plan shall be updated, removed and/or replaced to ensure the integrity of the Roadway signing. It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within this specification prior to proceeding with design or construction.

The Developer shall design and construct all signing, delineation, pavement markings, and signalization for the Project that shall provide for a safe and efficient traffic flow and operations.

The Developer's design shall include the locations of all proposed ground-mounted and overhead signs, graphic representation of all signs, proposed temporary and permanent pavement markings, delineation placement, guide sign and special sign details, clearance diagrams, traffic signal poles, mast arms and wiring, and structural and foundation requirements of the ground-mounted signs, overhead mounted signs and traffic signals.

15.2 Design Requirements

The Developer shall submit the Preliminary and Final Plans for the signing, delineation, pavement marking, and signalization for the LA DOTD review and approval. Approval of the plans shall be obtained prior to start of construction.

In the event that additional property is needed to place any required signs, Developer shall acquire the additional property as Developer Proposed/Developer Acquired ROW. Any Developer proposed/developer acquired ROW acquisitions not provided in the approved environmental and right-of-way documents must be approved by the LA DOTD and by the FHWA, if required.

Standards and references specifically cited in the specification establish DOTD's Standards and suggested Reference guidelines. Should the requirements in any standard or reference conflict with those in another, the standard or reference highest on the lists presented below shall govern. Unless specified by year and date, items listed as standards or references in this specification shall be the latest edition(s) in effect on the Proposal Due Date.

15.3 Standards

- A) LA DOTD Roadside Traffic Signs including Special Detail A and B;
- B) LA DOTD Overhead Traffic Signs;
- C) Manual on Uniform Traffic Control Devices (MUTCD);
- D) LA DOTD Traffic Engineering Manual;

- E) Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications;
- F) *AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals*;
- G) Standard Highway Signs Booklet

15.4 References

- A) LA DOTD Bridge Design and Evaluation Manual (BDEM);
- B) LA DOTD Bridge Design Technical Memorandums;
- C) AASHTO Roadside Design Guide;
- D) LA DOTD Special Details;
- E) LA DOTD Interstate Guide Signs
- F) LA DOTD Traffic Signal Manual

15.5 Permanent Signing and Delineation

Existing signs and/or supports shall not be reused.

Any existing signs and sign structures impacted by the Project or in conflict with proposed signs shall be replaced with new signs and structures that comply with the MUTCD; LA DOTD's related standard specifications, policies, guidelines; and these Technical Provisions, or as otherwise approved by LA DOTD.

Signs shall be located in a manner that avoids conflicts with other signs, vegetation, Dynamic Message Signs (DMS), lighting, and structures. The Developer shall ensure that signs are clearly visible, provide clear direction and information for users, and comply with all applicable requirements. Developer shall ensure that placement, construction, and installation activities of signage shall avoid impacts to waters of the U.S.

The Developer shall ensure that all sign placements meet or exceed appropriate sight line requirements and standards. All sign structures and overhead signs shall be designed and located to ensure that they and any existing LA DOTD overhead signs affecting the proposed improvements have the required minimum sight distance and shall meet any other allowable sign spacing requirements of MUTCD or *LA DOTD Signing and Marking Design Guidelines*.

Sign attachments to any existing roadway bridge shall not be permitted. Support columns for Type I or Type III overhead sign supports may be mounted to the new bridge superstructure. For a sign structure that is mounted directly to the bridge, the bridge structure shall be designed for the additional loads and forces the sign structure will induce on the bridge structure and substructure, including but not limited to: dead load, ice load, wind load, and vibration. Loads shall be developed in accordance with AASHTO Load and Resistance Factor Design (LRFD) *Standard Specifications for Highway Bridges, 17th Edition* and the AASHTO *Standard Specification for Structural*

Supports for Highway Signs, Luminaires and Traffic Signals.

For signs located outside the project proposed or existing ROW, but within a public ROW and are required for the proposed improvements, the Developer shall install the signs in existing ROW controlled by local or other governmental entities. The Developer shall coordinate with applicable governmental entities for the design and installation of such signs. This shall include any trailblazing signing required for the Project.

In addition to the warning, regulatory, and guide signs within the Project, the LA DOTD or other governmental entities may allow specific service signs, such as logo signs, to be installed. Developer shall coordinate and cooperate with LA DOTD or any third party performing such work. Developer shall remove and remount any logo sign that conflicts with a proposed sign installation and shall provide proper sign spacing in accordance with LA DOTD *Signing and Marking Design Guidelines* and the MUTCD.

Signing availability and impacts must be realized in a way that avoids conflict with construction sequencing.

Before placing any permanent signs, delineation, third-party signs, or non-standard sign structures, the Developer shall provide LA DOTD with a layout indicating the proposed location of such items. Overhead sign structures will be reviewed and accepted by the LA DOTD Bridge Section. Shop drawings shall be reviewed and approved by the LA DOTD prior to installation.

15.6 Permanent Pavement Marking

Developer shall ensure that the design and installation of all pavement markings including Raised Pavement Markings (RPM) comply with the MUTCD, LA DOTD *Signing and Marking Design Guidelines*, LA DOTD standards and details, and LA DOTD specifications. Developer shall ensure the use of contrasting black border around pavement markings on bridges and all other concrete surfaces.

Before placing any permanent pavement markings, Developer shall provide LA DOTD, for review and acceptance, a layout indicating the proposed location of such items.

The Developer shall install required full-pattern pavement markings on all pavement courses before any roadway is opened to traffic in conformance with the required standards, details and specifications. Shop drawings shall be reviewed and approved by the LA DOTD prior to installation.

15.7 Permanent Signalization

Developer shall design and install fully-actuated permanent traffic signals at all regulated intersections within the Project Limits as directed by the LA DOTD. All traffic signal installations shall include new equipment including but not limited to: poles, mast arms, foundations, conduit and wiring, controllers, etc. Existing equipment may not be reused. The Developer shall coordinate with LA DOTD and the applicable local governmental entities to define appropriate traffic signal design requirements, local agency oversight of Developer's Work, and final acceptance of traffic

signals. The Developer shall coordinate with local governmental entities for synchronization of traffic signal networks, if applicable.

Developer shall provide synchronization between new signals and any other signal system within or beyond the Project Limits as required by LA DOTD. The Developer shall ensure continuous communication with the traffic signal system within the Project Limits, and shall provide all communication hardware/equipment for LA DOTD or the applicable local governmental entity to communicate with the signal systems within the Project Limits.

The Developer shall provide both pedestrian and vehicle detectors at traffic signals per LA DOTD or applicable local governmental entities (maintaining agency) requirements within the Project Limits.

Developer shall coordinate with the Traffic Management Center (TMC) and the District Traffic Operations to ensure that all signalized locations are permitted prior to submission of Final Plans. The Developer shall, after implementing approved timing plans, provide the LA DOTD and any other agency responsible for the operation and maintenance of the traffic signal system with legible written documentation of all intersection characteristics, timing plan parameters, and installation information necessary for the LA DOTD to incorporate the completed signal installation into the central intersection management software being used.

The Developer shall coordinate with the LA DOTD and implement signal timing plans that optimize traffic flows and provide signal coordination with adjacent intersections and arterials for all existing and new traffic signals, and interconnected signals. Developer shall obtain acceptance with LA DOTD or the applicable local governmental entity for the initial signal timings and updating signal timings as necessary to maintain optimized flow.

The Developer shall design and construct the type of traffic signal support structures required for the support of the proposed traffic signal poles and mast arms meeting the listed standards.

The Developer shall coordinate with the providing utility agency and ensure necessary power service is initiated and maintained for the permanent signal systems. Shop drawings shall be reviewed and approved by the LA DOTD prior to installation.

15.8 Deliverables

All deliverables shall be presented to the LA DOTD in both hardcopy and electronic form compatible with LA DOTD software.

16.0 BELLE CHASSE TOLLING

16.1 Roadside Toll Collection System

This specification is for the design, provision, furnishing, installation, and integration and testing of a complete end-to-end toll collection system that conforms to the Technical Provisions of this RFP. Developer shall provide all required software, hardware, systems, equipment, materials, resources, and training necessary to establish, operate and maintain the entire toll system in an efficient, responsive, and accountable manner. The major items of this scope of work related to the toll system include the Roadside Toll Collection System (RTCS), the Back Office System (BOS) and the operations and maintenance services.

16.1.1 Functional Requirements

The Developer's toll collection system may include a complete All-Electronic Toll (AET) type Roadside Toll Collection System (RTCS) that shall be designed, furnished, installed, integrated, operated and maintained for the purposes of collecting tolls for the Belle Chasse bridge. The primary functions of the RTCS are to accurately detect, classify and identify every vehicle passing through the Toll Zone.

The RTCS shall ensure that no transactions are lost and will provide comprehensive reports and the capability to check transaction details for purposes of audit and review. The RTCS shall be able to properly read three transponder protocols, capture license plate images and properly classify all vehicles. The Developer shall determine the RTCS infrastructure needed to satisfy all RTCS requirements.

16.1.2 Toll Transaction Requirements

The RTCS shall be able to properly read transponders, capture license plate images and classify vehicles anywhere in the Toll Zone. The roadside environment is the single source of all toll collection data. Every vehicle passing through the Toll Zone shall create a toll transaction.

The RTCS shall ensure that no transactions are lost and will provide reports and the capability to check transaction sequence numbers for purposes of audit and review. Transaction sequence number gaps shall be flagged and reported and result in an alarm notification.

The Developer shall utilize multi-protocol readers and shall design and construct the Toll Zone to read all three of the following transponder protocols essentially simultaneously:

- A. ISOC (ISO 18000-63/6C)
- B. ISOB_80K (SeGo), and
- C. PS111 (TDM/IAG E-ZPass Group).

The RTCS shall send and receive transactions in near-real-time from the roadside and post them to the BOS database without delay or batching. All RTCS elements and subsystems shall be time-

synchronized with the BOS.

The RTCS shall have the following storage requirements and characteristics:

- A. Transactions and system data shall be available on-line for two (2) years, and all prior data shall be available to be loaded on the system from archive storage media.
- B. Images shall be stored on-line at the RTCS until they are transmitted to the BOS.

The RTCS shall immediately build the toll transaction with the information available, and shall be capable of operating in a degraded mode if some subsystems or components are not functioning.

The RTCS shall provide an application for toll transaction queries, system monitoring and traffic activity monitoring by individuals with proper identification and password authorization.

The RTCS shall be able to support auditing and reporting. Uploading of transactions accumulated in the RTCS during periods when communications was compromised with the BOS shall not reduce the ability of the RTCS to load all near real- time transactions. No transactions shall be lost during periods when communications are not available.

The Developer shall routinely upgrade all software, operating systems, and databases to current versions. This also shall include emergency updates and security patches. Testing and proof of compatibility shall be included as part of the upgrade.

The RTCS shall support access to its system monitors and reports including remote access by LA DOTD. The monitor application shall support:

- A. A real-time dashboard and display of current transactions and system performance, for a particular lane, the Toll Zone, or for the system,
- B. Access to and real-time view of any camera selected by the user with image quality variable to meet limitations or capabilities of communications to the roadside,
- C. Review of captured images with image quality variable to meet limitations or capabilities of communications to the roadside,
- D. System alarms and health parameters, and
- E. The request of RTCS reports.

The RTCS shall include an integrated backup system incorporating a major off-the- shelf software package.

The RTCS shall include a report server and commercially available reports package (e.g., Crystal Reports) to provide a complete set of activity, performance and system diagnostic reports. The reports package shall include the ability to export to pdf, Excel or other commercial programs.

The RTCS shall provide the following types of reports and information independently of the BOS:

- A. Individual transaction reports for given time periods per lane

- B. Individual and summary transaction reports for hours or days per Toll Zone and lane or site
- C. Individual and summary transactions by payment type
- D. Individual and summary transactions by any categorization for daily, weekly or monthly intervals
- E. Individual and summary transactions by classifications
- F. Audit reports
- G. Searches for individual ETC transponders

The RTCS database shall include at a minimum the following:

- A. Traffic & revenue
- B. Detailed transactions
- C. Maintenance data (Maintenance On-Line Management System (MOMS) messages)
- D. Administrative data

16.1.3 Toll Zone Requirements

The toll transaction shall be composed using an open-standard format, such as Extensible Markup Language (XML), which can be audited and is human-readable on a transaction-by-transaction basis.

The toll transaction shall include but not be limited to the following:

- A. Date/time/location, including the transaction time and posted time,
- B. Unique transaction sequence number,
- C. Vehicle classification,
- D. Transponder identification number and agency identifier (if a transponder is read),
- E. All toll rates for the identified class,
- F. Status of lane and Toll Zone equipment, and
- G. Other statuses, such as transponder status, exceptions etc.

16.1.4 RTCS Camera Requirements

The RTCS shall include two categories of digital cameras:

- A. Image Transaction Cameras: for capture of front and rear license plates of vehicles, and
- B. CCTV Roadway Overview Cameras: for Toll Zone overview for traffic and system audit.

All toll system camera views shall be observable via the RTCS application.

16.1.4.1 Image Transaction Cameras and Image Processing System Requirements

Image Transaction Cameras shall be used for license plate identification by machine-read algorithms as well as human review. The RTCS's Image Processing System (IPS) shall capture front and rear images of every vehicle at the Toll Zone level and meet the following:

- A. Capture the rear license plate image clearly with the best contrast possible
- B. Capture the front license plate image, if any, clearly with the best contrast possible
- C. Capture the entire width of the vehicle (front and rear)
- D. Employ color camera(s), which may be augmented by an infra-red camera if needed
- E. Not employ continuous white light for illumination. Front camera illumination shall not be blinding or distracting to drivers. Almost-invisible strobe, near-infrared or near-UV is permissible.

All images shall be associated with the correct vehicle transaction.

Each associated image file name or data file shall include at a minimum: transaction sequence number and the date/time/location. Front and rear plates for the same vehicle shall be packaged in the same transaction record.

The camera-source images shall be stored image-by-image as separate digital files, in open-standard file architecture (e.g. jpeg, gif or tiff). The IPS shall also support transmission of uncompressed images, if necessary.

MOMS shall report failures of IPS components.

16.1.4.2 CCTV Roadway Overview Camera Requirements

The CCTV Roadway Overview Cameras shall be used for review and audit of in-lane system performance as traffic passes the Toll Zone. The live feed of the CCTV Roadway Overview Camera shall also be available to the LA DOTD for remote viewing.

The CCTV Roadway Overview Camera system collects and stores motion video of the traffic under a gantry. Its primary purpose is to collect a visual record of the vehicles passing under the gantry to provide a system verification tool to enable individuals to look and verify the system is detecting and classifying vehicles correctly.

All CCTV Roadway Overview Cameras shall record to a digital video recorder for motion video storage. The CCTV Roadway Overview Camera recordings also shall include transaction information related to the vehicle in the field of view, to include the transaction sequence number, event time, and detected vehicle classification. Any driver financial information, such as account number, shall not be included in the CCTV recording. Data shall be presented either as an overlay or in a dialog box near the image.

The cameras shall have a viewable image 24 hours a day unless hampered by adverse weather conditions.

16.1.5 Vehicle Classification Requirements

The RTCS shall be able to detect, separate and properly classify all vehicles at any location across the Toll Zone pavement. The vehicle classification system shall support degraded modes of operation if individual components fail. The vehicle classification system's hardware and configuration shall be the same for all lanes.

16.1.6 Communication and Networking

The Developer shall provide all necessary communications and networking to interface the RTCS with the BOS.

16.1.7 RTCS Maintenance On-Line Management System (MOMS)

The Developer shall provide a Maintenance On-Line Management System (MOMS) to monitor and analyze the RTCS and the maintenance activities of the Developer.

The RTCS MOMS shall track alarms, assign priorities and provide reporting and analysis. The RTCS MOMS shall initiate and provide work orders from selectable alarms, manual initiation or preventive maintenance scheduled activities. The RTCS MOMS shall identify and track maintenance activities, parts usage, personnel and time. All work orders shall be tracked. The MOMS shall be able to provide a status report of all work orders.

The components of the RTCS MOMS shall be configurable to allow for greater flexibility and adaptability in using the system and in defining reporting requirements. The Developer shall utilize the configurable alarms, priorities, templates, work orders and work authorizations that are provided with the RTCS MOMS.

For corrective maintenance, the RTCS MOMS shall track response times and repair times. Once notification has been made from the system, operations personnel, or from LA DOTD, the clock for response and repair time has officially commenced.

The RTCS MOMS shall provide for tracking preventive maintenance activities and the ability to be used as a predictive maintenance analysis tool. LA DOTD must have direct access to the MOMS database, and the Developer shall be required to have all maintenance activity data entered within a reasonable time after the maintenance activities have occurred.

The Developer shall be responsible for providing fully assembled and tested spare parts and components for the system. The Developer, through the MOMS, shall provide LA DOTD with an inventory listing of all spare parts and components in inventory monthly, and shall provide a spare parts usage report monthly.

The system shall be able to generate RTCS MOMS operations, management and performance reports to include at a minimum:

- A. Alarm history,
- B. Work order status and tracking,
- C. Equipment and spares inventory,
- D. Corrective and predictive maintenance,
- E. Equipment repair history,
- F. Mean time between failure (MTBF) for equipment, and
- G. Lane or Toll Zone outage times
- H. Real time status messages for all lane components and sub-systems

16.2 Back Office System and Operations and Maintenance Services

16.2.1 General

The Developer shall provide, operate and maintain a complete, functioning, state-of-the-art toll Back Office System (BOS) for toll transaction processing and toll customer management that supports transponder-based Electronic Toll Collection (ETC) and license plate image processing for identification of vehicles that use the toll lanes. This includes the complete provision and integration of all component hardware and software, and the provision of communications and networks to link the integrated system elements into a functioning complete system. The BOS shall include functionality to:

- A. Accept transactions and roadside data from the RTCS,
- B. Manage toll customer accounts,
- C. Collect revenue via those accounts,
- D. Provide the final check and processing of all license plate images,
- E. Report on all transaction and revenue collection activities, and
- F. Provide all necessary external interfaces such as:
 - a. Retail toll account assistance providers,
 - b. Interoperable agencies and entities supporting interagency operations,
 - c. Financial Institutions, and
 - d. Sources of license-plate-based vehicle owner identification.

The BOS shall provide the following broad categories of subsystems and functions:

- A. Transaction database,
- B. Active video and image storage,
- C. Archive transactions, video and images,
- D. Support roadside operations with transponder and license plate lists, toll rate tables, etc.,

- E. Customer Service Center (CSC) account management functions,
- F. IVR automated phone service functions for customer service,
- G. Web and mobile interfaces and web-hosting functions for customer service,
- H. Image review, processing and license plate lookup,
- I. System audit and reconciliation,
- J. Interface with the RTCS,
- K. Interfaces with external entities necessary for toll collection, including invoicing and violation enforcement,
- L. Provide all communications to support the BOS and RTCS and all related interfaces, and
- M. Provide a full set of comprehensive reports that allow for complete transactional and financial reconciliation and audit as well as key operational measurements.

The BOS shall have a “dashboard” reporting functionality to allow management to monitor the status of any major component of the system. The dashboard functionality shall provide real-time monitoring capabilities with an interface featuring easy to read graphic and text based data presentation. The BOS will include innovative tools for managing the system.

The BOS shall interface with the RTCS in a seamless manner to allow for the transfer of transaction files from the lanes to the BOS. The BOS shall accommodate the distribution of files down to the lanes, such as configuration files, transponder files, toll schedules, variable and other files as required. The BOS shall be able to accommodate, process and distribute to the lanes all required files for processing interoperable transactions.

16.2.2 Account Types and Basic Operations

The BOS shall support, at a minimum, the following toll customer account types and operations. Each account shall also support multiple vehicles per account

- A. Transponder Accounts: pre-paid transponder-based accounts designed to be the predominant and preferred means of toll collection.
- B. Registered Plate Accounts: pre-paid license-plate-based accounts established by customers for toll payments, but only associated with license plates and not with any transponders.
- C. Unregistered Plate Accounts: established by the BOS if the posting of an image transaction has no association to any other account.
- D. Non-Revenue Accounts: transponder-based accounts established only for those entities authorized through legislation, or LA DOTD approved business policies to be an organization exempt from paying tolls. The account shall support the assignment and management of transponders and the posting of the non-revenue toll transactions. The account shall also support the association of a credit card for the purpose of using the account and its associated valid transponder(s) to pay for tolls at any interoperable toll facility.

- E. Governmental Accounts: transponder-based accounts established for governmental agencies that do not qualify for exempt status but are restricted from establishing a pre-paid account. The BOS shall support these accounts with automated billing services and statements.

16.2.3 Account Maintenance and Payment Venues

The system shall support various means of transponder distribution. The system shall support various means for customers to open accounts and access and modify them (actions over and above making payments to existing accounts), to include:

- A. In person at storefront(s), if provided,
- B. In person at contracted retail outlets,
- C. On-line using a website,
- D. On-line using smartphone applications,
- E. Over the phone to the call center, and
- F. By e-mail, mail or fax correspondence to the CSC.

The system shall support various account replenishment options such as:

- A. Auto-replenish by a credit/debit card or by Automated Clearing House (ACH),
- B. One-time replenishments over the call center's phone/IVR system, mobile apps or website,
- C. One-time replenishments made in person at a storefront, and
- D. One-time replenishments made at contracted retail outlets.

The BOS shall support further detailed policies and business rules incorporated in this specification and as may be required for interoperability.

16.2.4 Image Processing

After the RTCS captures and read license plates and enter the license plate information in the transaction message, the BOS shall provide an extensive image review and management process to ensure correct identification of images and to provide a check of RTCS performance, and extensively track the performance and production of the system. The Developer shall develop and maintain a set of image review business rules and quality control procedures.

16.2.5 Interoperability

The BOS system shall support toll account interoperability with external toll operators (both for transponder-based and plate-based toll accounts), and be able to exchange data with other toll entities and out-of-state Departments of Motor Vehicles. Other toll entities include LA 1, the Greater New Orleans Expressway Commission (GNOEC) and the Central US Interoperability Hub (CUSIOP HUB) using transponders and license plate validation lists.

Today, in the interest allowing a customer's one transponder to be used at any Louisiana toll facility, both GNOEC and LA 1 allow a customer with a transponder (and transponder account) from the other agency to establish a companion account. The Developer's solution shall support various levels of interoperability such as but not limited to companion accounts, peer-to-peer, and peer-to-hub with other tolling entities, including the following:

- A. LA 1
- B. GNOEC
- C. Interoperability with the CUSIOP HUB

The Developer shall coordinate with other tolling entities during the term of the contract in order to provide interoperability. The system shall provide an entire suite of exchange data reports, including transaction, reconciliation, and settlement reports, related to interoperability.

The Developer is required to provide and maintain a BOS that is interoperable with CUSIOP HUB's technologies and business practices. However, BOS-to-CUSIOP HUB connectivity, transaction processing, and active participation with the CUSIOP HUB is not required until directed by the LA DOTD, in its sole discretion.

See Reference Documents for the CUSIOP HUB Interface Control Document (ICD).

16.2.6 CSC General Requirements

The services required under this contract include all back office software, systems, equipment, maintenance and staffing necessary to operate an efficient, responsive, and professional Customer Service Center (CSC). The CSC System shall be turnkey, user friendly, efficient, accurate, dependable, easily expandable and modifiable. A physical CSC storefront is not required, but is allowed. If utilized a minimum of one CSC storefront shall be located within Plaquemines Parish.

The system shall include an interactive website component that shall allow customers to initialize and maintain an account, order transponders, make payments, and access statements and historical data, resolve issues and e-mail the CSC. The CSC support system shall include a call management system with an automated self-service integrated voice response (IVR) system and a comprehensive reporting system. The LA DOTD shall have the capability to monitor the call management system in real time.

The CSC support systems shall be fully auditable and provide for a comprehensive reconciliation processes for CSR transactions and activity, ETC transactions, image transactions, account balances, storefront and call center activity, adjustments, credit card transactions, payments, etc.

16.2.7 CSC Functional Requirements

The CSC module shall be a configurable and include:

- A. Account management, initiation, and maintenance

- B. Automatic noticing & correspondence production and tracking
- C. Transponder inventory & tracking
- D. Interactive and fully integrated customer website
- E. Interactive voice response system, & call management & reporting system
- F. Operations statistics for key performance indicators
- G. Audit, reconciliation & reporting
- H. Customer management & marketing

16.2.8 Payments Requirements

The CSC support systems shall provide the following functionalities for customer payments:

- A. Ability to process credit cards, debit cards, checks, money orders, cash or Automated Clearing House (ACH) payment transactions.
- B. Real-time processing of payments (credit card/debit card/ACH). There should be simultaneous processing and posting of credit card/debit card/ACH payments.
- C. Ability to process a one-time payment by any method, which may not be the designated replenishment method for an account.
- D. Ability to remove payment information (i.e. credit card, debit card, ACH).
- E. Ability to list primary and secondary replenishment methods on an account such that if the primary method fails, the system automatically tries the secondary method.
- F. Ability to accept multiple payment options within one account.
- G. Ability to reduce customer's prepaid toll account balance for non-sufficient fund (NSF) and chargeback conditions automatically.
- H. Ability to accept post-payment-based accounts.
- I. Ability to generate on-demand receipts.
- J. Ability to manually and automatically change replenishment thresholds.

Credit Card Payment Processing and Account Requirements:

- A. Tokenization shall be used for credit card transactions.
- B. Developer shall commission annually an independent assessment and validation of all technologies used for data and account protection.

Automatic Replenishment Requirements:

- A. Replenishment process on accounts shall be fully automated and easily configurable for changes in business rules, usage, customer request, etc.
- B. Replenishment amounts shall be able to be automatically adjusted based on average monthly usage, or manually adjusted based on usage and customer approval.

C. System shall automatically update credit card expiration dates.

16.2.9 Transponder Inventory Management and Distribution Requirements

The system shall include a transponder inventory application that includes transponder purchasing, distribution, tracking, life cycle analysis, returns to manufacturer, and reporting.

The Developer shall distribute and utilize 6C protocol transponders. Transponders will be branded and marketed under the existing LA DOTD GeauxPass brand. In the event the Developer is contracted to operate and maintain LA 1, the Developer may collaborate with LA DOTD to create a new statewide transponder brand. LA DOTD reserves the right for final approval of all new transponder branding. All branding and marketing materials shall be reviewed and approved by the LA DOTD prior to release.

16.2.10 Toll Audit and Reporting

The BOS shall include a complete reporting system, such as Crystal Reports or an approved equal, to support comprehensive activity, performance and financial/ audit reporting of all activities as well as ad hoc reports. The BOS shall provide for system wide auditing capabilities for all toll collection transactions and revenue accounting. The BOS shall have the capabilities of retrieving data for:

- A. Any given date/time transaction(s),
- B. Any given lane or Toll Zone,
- C. Any account, transponder or license plate, and
- D. Daily, weekly, monthly, quarterly and annual detail and summary statistics for transactions, revenues and other data.

The BOS shall generate reports for customer account reconciliation showing beginning balances, account activity, and ending balances for each account and an account reconciliation summary report showing the totals for all accounts. The system shall have the ability to drill down to specific customer account transactions and shall track adjustments.

The BOS shall provide a daily system transaction and revenue reports with summary data reports provided weekly, monthly and annually.

16.2.11 Toll Rates, Transponders and Other Tables

The tolling parameters and tables shall be updateable at any time in order to address variable operating parameters of the tolling system. Examples of various tables and files include, but are not limited to: toll configuration tables, variable pricing tables, transponder files, license plates files, special programs, hotlists, etc. The BOS shall update RTCS in near real-time for any change status of transponders, including issuance of new transponders. This data shall be transmitted from the BOS and shall automatically spread the parameters and tables to the lanes. Transmission of the configuration data shall not hamper the collection of tolls or require any equipment to be taken off-line.

16.2.12 Date/Time Synchronization

The BOS shall synchronize all systems and subsystems, including the RTCS, based upon date/time synchronization from a master clock set for US Central Time Zone. All network switches and components shall support SNTP (Simple Network Time Protocol) to synchronized date/time to all other systems and subsystems comprising the BOS. This includes support and an automatically adjustment for daylight savings time.

16.2.13 CSC Transaction Processing

The BOS shall verify that no information is missing and shall validate related business policies for the data (e.g., automatic operations in the application to check for duplicates and/or check the toll rates on transactions). Exceptions shall be flagged and provisions to modify transactions as data errors are detected shall be provided. A permanent log of modifications shall be maintained in the database for future queries.

16.2.14 General Image Processing Requirements

The Developer shall provide extensive and sophisticated BOS image processing system (IPS) module functionality and procedures to process images and image transactions, including functionality and procedures that support human review of images according to approved business rules.

Image processing related functionality and procedures include image review, Optical Character Recognition (OCR) processing, interfacing with and accessing state license plate registration files for the identification of registered vehicle owner names and addresses; and posting transactions to accounts.

The BOS shall include capabilities for tracking image-based violators, violations, invoices, judgments, correspondence and the disposition of each. The BOS shall also track toll enforcement activities such as adjudication cases, civil court cases, and collection processes.

The image review processes shall be efficient and verifiable. The IPS module shall monitor performance and provide for quality assurance, which shall include performance measurement, IPS clerk and Customer Service Representative (CSR) performance scoring, and detail reporting. The IPS module shall compile operational statistics for Key Performance Indicators (KPIs). The BOS shall produce image quality reports showing acceptance levels and rejects by reason. The IPS module shall be easily configurable to accommodate business rules, legislation and changes in each.

The IPS module shall provide independent OCR and image matching for license plate image processing, prior to sorting and evaluating for potential human review.

The OCR shall be configurable for the acceptable confidence levels and accuracy rates for automatic processing of images and for quality assurance purposes.

16.2.15 Image Processing Quality Assurance and Performance

The Developer shall provide an image review quality assurance process that includes both human reviewers and the OCR process. The BOS shall track all activities of the reviewers and the OCR, and provide the operations statistics and reports in both summary and detail.

16.2.16 IPS Interface

The IPS module shall be properly and completely interfaced with other BOS modules to provide for the following functionality:

- A. Image review files comparison to CSC license plate database to identify customers.
- B. Posting image transactions to existing customer accounts.
- C. CSR ability access to customer accounts for research and adjustments when dealing with an individual claiming to be a customer.
- D. Easy conversion of post-paid image transaction to customers account.
- E. CSR ability to easily and efficiently view images.

16.2.17 Violations Management

The BOS shall manage unpaid toll transactions, track all violators and accumulate their violations based on data from the image review and plate look up processes.

The BOS shall include an adjustment function that can be used with proper authorization to adjust transactions and/or dismiss violations, to include a drop-down list of adjustment reasons.

The BOS shall include an account management function that allows updates to the account information and manual input of license plates for processing.

The BOS shall track all account activities and adjustments, and include a record of the individuals associated with those activities.

The BOS shall provide the ability to click on multiple violation occurrences and regenerate notices with new owner information (e.g., in the case of rental vehicles).

Codes shall be changeable but only at the proper authority level, and the system shall track any changes, and include a record of the individual associated with the change.

Images shall be available for viewing by the CSRs when discussing the image transaction with an individual, and/or processing payments to accounts. Images shall be available for a period of one year prior to archiving.

The BOS shall facilitate on-demand comments and notes. The system shall allow a CSR to record notes in the account record when changes are made.

16.2.18 Image Transactions and Invoices

The BOS shall automatically generate invoices for unpaid tolls after the configurable time period for invoicing has been met.

Invoices shall be generated monthly for each customer. A customer's invoice shall indicate any past due amount (similar to typical credit card bills/invoices) and shall allow the customer at least 30 days to pay. Unpaid transactions shall be invoiced on at least two invoices prior to being escalated to a violation status. Unpaid transactions in a violation status shall be invoiced on at least one invoice prior to being escalated into a collections process.

The BOS shall allow viewing and processing/paying invoices either at the CSC, or by the customer via an automated system (online via website or phone) upon presentation of the invoice number and/or license plate.

The BOS shall suspend any escalation when a transaction is flagged for dispute. The system shall handle all subsequent actions related to the transaction accordingly based on dispute ruling.

16.2.19 Website Requirements Regarding Invoices

The website shall be fully integrated with the BOS for access to invoice information. The website shall, at a minimum, provide the ability to:

- A. Pay invoices online via the website.
- B. Accept payments on-line via credit card, debit card or ACH.
- C. Access information regarding invoices and any request for reviews.

16.2.20 BOS Security Requirements

The BOS shall provide a high-level of security to ensure the integrity of all information and data contained therein including but not limited to customer accounts, and shall also provide proper management control. The BOS shall comply with all applicable standards issued by the PCI Security Standards Council, including the PCI Data Security Standard (PCI DSS) and the Payment Application Data Security Standard (PA_DSS).

16.2.21 BOS Backup and Archive

The BOS shall include standard backup systems solutions. The backup systems shall include all modules and databases associated with the BOS. The BOS shall provide an automatic archive capability with a separate archive server. A minimum of the most recent 7 years of data shall be archived. Developer to prepare and implement a data storage and retention policy for LA DOTD approval.

16.2.22 Disaster Recovery and Business Continuity

The Developer shall develop a comprehensive Disaster Recovery and Business Continuity Plan and subsequent Disaster Recovery and Business Continuity Procedures for the BOS and CSC operations which will be reviewed and approved by LA DOTD. After the BOS project is deployed and tested, the Developer shall implement its disaster recovery solution and shall test the system and procedures accordingly. The Developer shall maintain the disaster recovery database.

16.2.23 IVR and Call Management Functional Requirements

The IVR and call management system shall be fully integrated with the CSC application.

Customers shall be able to use the IVR to:

- A. Obtain information on the toll program, storefront locations and hours of operations, etc.,
- B. Obtain applications,
- C. Obtain information on existing account status and violations,
- D. Update account information,
- E. Make replenishments and payments, and
- F. Speak with a CSC representative.

The IVR and call management system shall track and compile performance metrics statistics for phone center calls and activities. The system shall report, at a minimum, the following call volume related statistics. These statistics shall be accumulated daily and broken down by hour.

- A. Total number of calls received by the system.
- B. Total number of calls accepted by the CSRs.
- C. Average time to answer.
- D. Maximum time to answer.
- E. Total number of calls that exceed specified hold time(s).
- F. Total number of abandoned calls.

The IVR system shall:

- A. Be scalable and expandable to support future statewide operations;
- B. Have an English and Spanish option;
- C. Be designed to allow monitoring and recording of individual calls by the supervisors;
- D. Provide a screen visible to all CSRs and supervisors for viewing the current status of calls, wait times, number of customers on hold, etc.;
- E. Support violators with similar functional capabilities as the website to the greatest extent possible;
- F. Allow violators to access their account in accordance with data access restrictions established for accounts;

- G. Determine status of notices; and
- H. Make payments.

16.2.24 Website Functional Requirements

The web based application shall be fully integrated with the CSC System and shall allow customers:

- A. To access project information;
- B. To gain assistance with signing up and opening an account;
- C. To download and print information and application forms;
- D. To enroll online and receive email confirmation of successful online enrollment;
- E. To review account status and history;
- F. To update personal information;
- G. To update credit card/debit card information;
- H. To view record of recent tolls;
- I. To make one-time replenishments;
- J. To view an on-line statement;
- K. To view and update statement delivery method;
- L. To change payment method;
- M. To request account closure;
- N. To request reset/set of forgotten passwords;
- O. To view violation information and current status of the violation;
- P. To make violation payments via credit card;
- Q. To print confirmation or receipt following account establishment, account changes or on-line payments;
- R. To obtain storefront locations and hours of operation, list of toll facilities, links to road, travel and weather conditions, downloadable terms and conditions, web links to related transportation sites; and
- S. To access frequently asked questions.

The website shall provide a customer agreement and a process for acceptance of the terms prior to initiation. Customers must be able to complete all transaction activities online via the website.

The website information shall be near real time with transactions, statements, account maintenance, payments, etc.

The website shall include access to statements and historical data, which shall be available for two

years and then archived. The website shall have English and Spanish options.

All external IP addresses shall undergo a vulnerability scan by the Developer at least quarterly by a qualified vendor, pursuant to the PCI Data Security Standard.

The website shall employ transport layer security (TLS) or similar secure endpoint authentication with a trusted digital certificate to protect communication streams for public web connections.

16.2.25 BOS Maintenance On-Line Management System (MOMS)

The Developer shall provide a Maintenance On-Line Management System (MOMS) to monitor and analyze the BOS and the maintenance activities. The BOS MOMS shall provide a perpetual inventory and status of system equipment in operation. The BOS MOMS shall provide a work order processing and tracking component, spare parts inventory control, and a system maintenance database.

The BOS MOMS shall track alarms, assign priorities and provide reporting and analysis. The BOS MOMS shall initiate and provide work orders from selectable alarms, manual initiation or preventive maintenance scheduled activities. The BOS MOMS shall identify and track maintenance activities, parts usage, personnel and time. All work orders shall be tracked. The BOS MOMS shall be able to provide a status report of all work orders.

16.2.26 BOS Hardware and Software Maintenance General Requirements

The Developer shall be responsible for providing system hardware and software maintenance for the BOS for the term of this contract. The software includes, but is not limited to, operating systems, databases, application software, communication protocols, and third party supporting software.

The Developer shall perform system administrative activities, Corrective Action, preventative maintenance and maintenance. The Developer shall provide software upgrades for both custom and commercial off-the-shelf (COTS) software as releases become available.

16.3 Toll Operations General Requirements

The Developer shall provide a professional level of account management services for toll customers and toll processing and collection. The Developer shall be experienced and knowledgeable in toll industry practices and shall provide trained, competent and courteous customer service staff to assist individuals and businesses in managing their accounts and payments. Unless otherwise called out in this contract, services under this contract shall include all activities required to enable customers to pay tolls via an account, whether by use of a transponder or image capture of their license plate, or whether through use of an interoperable account from other jurisdictions. Customer service activities also include the resolution and payment of toll invoices, notices and penalties for unpaid tolls.

The Developer shall provide services in the following general areas:

- A. Customer account establishment and maintenance services,
- B. CSC phone banks operational services,
- C. CSC mail room operational services,
- D. Website hosting operational services,
- E. ETC and interoperability services,
- F. Financial/banking services,
- G. CSC accounting and reconciliation services,
- H. Document control,
- I. Transponder operations services,
- J. Image review operational services,
- K. License plate identification operational services,
- L. Marketing services,
- M. CSC storefront operational services, and
- N. Invoicing, violation processing and collections.

The Developer may provide a CSC storefront in the proximity of Belle Chasse to include the following:

- A. Provide the provision, build-out, management, equipment, maintenance and operations of individual CSC storefront(s);
- B. Provide face-to-face service for customers, including account establishment and maintenance, payment processing transponder sales, inquiries, and dispute resolution;
- C. Provide local support for inventory management, as needed; and
- D. Support revenue collection and oversight.

Tolls operations include all facets of the BOS, the CSC, including IPS.

The Developer shall supply appropriate staffing that will handle the following:

- A. Account establishment and management services,
- B. Phone banks,
- C. Mailroom operations,
- D. Customer communications (email, text messaging and letter),
- E. Interoperability/reciprocity,
- F. Toll revenue collection for toll customers,
- G. Image transaction processing including image review,
- H. OMV data transfer,

- I. Billing/noticing,
- J. Administrative hearings, and
- K. Revenue collection of violations through a collection agency.

16.3.1 Toll Data Ownership and Security

All data, records, and operations history information shall remain property of the LA DOTD at all times during the life of the contract and after contract termination.

The Developer shall ensure that no unauthorized personnel will have access to individual records, payment histories, any personal information of toll customers. Paper records shall be locked when not in use, systems shall have password and authorization controls for any data access.

The Developer shall develop a data security plan for LA DOTD approval. Personnel shall undergo security screenings that shall be documented in accordance with the approved plan.

16.3.2 Customer Account Services

The Developer shall ensure that customers are served in an efficient, courteous manner in uniform compliance with approved procedures and practices. Customer Service Representatives (CSRs) shall provide all services related to toll accounts for customers, to include account opening, replenishments, closing, inquiries, billing issues, etc.

16.3.3 CSC Mailroom Operational Services

The Developer shall ensure that customers' inbound and outbound mail is handled accurately, expeditiously and confidentially. The Developer shall log any and all mailroom activity which is not automatically tracked by the BOS.

16.3.4 Email and Website Services

The Developer shall ensure customers' inbound and outbound e-mail is handled accurately, expeditiously and confidentially. The Developer shall log any and all e-mail-related activity which is not automatically tracked by the BOS.

Developer shall ensure proper use and safeguarding of the information and shall also be responsible for monitoring the website operations, provide notices and info updates to it, and implement changes and improvements over the life of the contract.

16.3.5 Interoperability Services

The Developer shall ensure that all users of the facilities shall be able to pay tolls automatically with their toll account from any interoperable toll entity. This would include CSC-type services to interoperable agency customers to the greatest extent possible. Similarly, the Developer shall support customers in their use of other toll operators' facilities to the greatest extent possible.

The Developer shall conduct and support:

- A. Interagency transmittal and receipt of acceptable transponders and license plates transactions for toll payments,
- B. Interagency transmittal and receipt of toll transactions,
- C. Interagency transmittal and receipt of periodic reconciliation files, and
- D. Submittal of reconciliation files to LA DOTD.

16.3.6 CSC Accounting and Reconciliation Services

The Developer shall ensure that all money is handled and accounted for in a proper and timely manner, and that LA DOTD will be able to track all activities and verify reconciliation processes.

Accounting and reconciliation reports shall include at a minimum:

- A. Cash and all other payments collected at the CSC and any storefront,
- B. Account deposits, shortages, overages, and adjustments,
- C. Daily financial activity reports on all financial services activities
- D. Daily reconciliations, customer accounts balances, CSC/IPS activities, RCTS/BOS tolls collected and tolls posted, images received vs. images processed,
- E. Recommended fund transfers, deposits and withdrawals,
- F. By locations for each shift, number of transaction types, deposits by payment type, cash deposits, low, high and average value (by contact method, payment method, by clerk, by hour),
- G. Aggregate account balance activity (begin-of-day and end-of-day balances, all tolls and fees, and replenishments), and
- H. Interoperable account activities: home and away transactions reconciliations and settlements.

16.3.6.1 Annual Audit Support

Developer shall coordinate with and assist LA DOTD with an annual audit of all operations. This includes providing access to all reports, accounts, statements, ledgers, etc. as may be required by the State, Louisiana Transportation Authority or the Louisiana Legislative Auditor.

16.3.7 Performance Measures

16.3.7.1 General

Capacity:

The BOS shall be sized and designed to process at least 100% of the anticipated transactions as being image transactions.

Availability:

99.99% availability with no more than 50 minutes down time per year

16.3.7.2 Customer Service

Call efficiency:

80% of telephone calls to be answered within 60 seconds (80/60 service level)

IVR automatic responses time:

100% within 10 seconds of entering account details

Customer phone call blockage rate (busy signal):

<0.05%

Time to issue written response:

98% in 3 days; 100% in 5 days

Time to service in storefront:

98% maximum wait time of 10 minutes; and 100% within 30 minutes

Time to acknowledge and respond to email queries and/or complaints:

100% acknowledged within 30 minutes; and 100% responded to within 48 hours

Time to respond to telephone queries and/or complaints:

98% responded to within one (1) Business Day and 100% within two (2) Business Days. Telephone live queries and/or complaints related to standard products, services and policies should be addressed while the customer is on the telephone without a call-back required 99% of the time and 100% within one (1) Business Day.

Time to resolve complaints or escalate to dispute resolution:

100% of complaints will be resolved or escalated within 30 days

Time to process transponder requests/orders:

95% within one (1) Business Day and 100% within two (2) Business Days of receipt

Incidence of customer service complaints:

Not to exceed 2 per 1000 of all customer correspondences

Accuracy information of first contact:

99% of customer queries related to standard products, services and policies accurately answered on first contact

Nature and tone of customer interactions:

99% of customer interactions will be perceived as polite, caring and professional

Customer Satisfaction Rating:

90% of customers must rank the service as satisfactory or better

Time to process correspondence:

100% within three (3) Business Days of stamped receipt

Time to mail or email statements and billings:

100% within five (5) Business Days of end of statement period

The number of errors reported by customers under \$100:

Shall not exceed 1 per 1,000 transactions

The number of errors reported by customers over \$100:

Shall not exceed 1 per 1,000,000 transactions

Conformance with legislation:

100% conformance

Time to process account updates:

Process 100% of account updates within one (1) Business Day of receipt of application by any means, provided necessary information to update the account is provided.

Correct assignment of all transponders to accounts:

99.95% correctly assigned

Time to process transponder reports (including lost and stolen):

95% within one (1) Business Day of receipt of report, except for lost/stolen reports, for which 100% will be processed within one (1) Business Day.

Telephone system (including IVR and call distribution systems)

99.95% on a 24x7 basis excluding pre-scheduled manufacturer's recommended preventive maintenance

Interactive website, including all requisite interactive links to external sites:

99.95% on a 24x7 basis excluding pre-scheduled manufacturer's recommended preventive maintenance

Storefronts:

Not less than 10 hours per day weekdays and 8 hours per day on Saturdays (or otherwise agreed to by LA DOTD)

Staffed telephone coverage for central call center:

Not less than 10 hours per day weekdays and 8 hours per day on Saturdays for 3 months prior to and for the first 12 months after the tolling commencement date, and thereafter subject to review based on actual call volumes (as agreed to by LA DOTD)

Call abandon rate:

Less than 2.5% monthly average.

17.0 MAINTENANCE OF TRAFFIC

17.1 General Requirements

Developer shall design and construct the Project, in conformance with the requirements stated in this Section 17, to provide for the safe and efficient movement of people, goods, and services through and around the Project while minimizing negative impacts to Users, residents, and businesses.

The design of the Project shall be in accordance with these Technical Provisions, Reference Documents, and the Contract Documents.

17.2 Administrative Requirements

17.2.1 Transportation Management Plan

Developer shall prepare and implement a Transportation Management Plan (TMP) that meets the requirements of LA DOTD and FHWA. The TMP shall, at a minimum, follow the requirements set forth in EDSM No. VI.1.1.8.

The TMP shall be submitted within one hundred twenty (120) Days from NTP and must be approved by LA DOTD prior to commencement of construction.

The safe, convenient passage of the traveling public shall be ensured by Developer at all times. Developer shall prepare contingency traffic control plans for use in relieving travel delays. If in LA DOTD's sole opinion, sustained traffic control placement creates unnecessary hindrance to the traveling public, Developer shall implement contingency plans that will alleviate traffic congestion immediately or cease traffic interruptions immediately upon notification from LA DOTD.

17.3 Design Requirements

17.3.1 Traffic Control Plans

Developer shall use the procedures in the TMP and the standards of the MUTCD, AASHTO's *Roadside Design Guide*, as well as comply with LA DOTD *Temporary Traffic Control Standard Plans* to develop detailed Traffic Control Plans (TCP), which provide for all construction stages and phasing, as well as all required traffic shifts procedures. TCPs shall include, but are not limited to: shoulder closures, lane closures, lane shifts, and detours.

Developer shall produce a TCP for every phase of Work that impacts traffic. Each TCP shall be submitted to LA DOTD for review and approval a minimum of fourteen (14) Days prior to implementation. The TCP shall be signed and sealed by a licensed Louisiana engineer, and shall include, but not be limited to details for all detours, traffic shifts, lane closures, shoulder closures, traffic control devices, striping, and signage applicable to each phase of construction. TCPs shall be a separate Submittal and addition to the RFC staging plans. Information included in the TCP shall be of sufficient detail to allow verification of design criteria and safety requirements, including

typical sections, alignment, striping layout, drop-off conditions, and temporary drainage. The TCP shall clearly designate all temporary reductions in speed limits. Changes to posted speed limits will not be allowed unless specific prior approval is granted by LA DOTD. Each TCP shall be evaluated in conjunction with the other TCPs that will be in effect at the same time.

Opposing traffic on a divided roadway shall be separated with appropriate traffic control devices in accordance with AASHTO's *Roadside Design Guide*, the MUTCD based on the roadway Design Speed, and these Technical Provisions.

Developer shall maintain signing continuity on all active roadways within or intersecting the Project at all times.

Throughout the Term, Developer shall ensure all streets and intersections remain open to traffic to the greatest extent possible by constructing the Work in stages. Developer shall maintain access to all adjacent streets and shall provide for ingress and egress to public and private properties at all times during the term of the Project.

Developer shall prepare public information notices, in coordination with Section 3, Public Information and Communications, in advance of the implementation of any lane closures or traffic switches. These notices shall be referred to as Traffic Advisories.

17.3.1.1 Design Parameters for Traffic Control

Design Vehicle: Turning movements shall along the mainline shall be consistent with the requirements laid out in the *LA DOTD Temporary Traffic Control Standard Plans*. Turning movements on all other local streets and driveways shall, at a minimum, provide similar characteristics as existing geometry.

Work Zone Speed Limits: The work zone speed limits on Interstate and State Highways shall be in conformance with *LA DOTD Temporary Traffic Control Standard Plans* and the *MUTCD*.

Number of Lanes: Except as allowed by Section 17.3.1.2, the minimum number of lanes to be maintained for each traffic movement shall be the number of lanes currently available on each existing facility. Lane closures on other roadways may be allowed, with LA DOTD approval, so long as Developer demonstrates that access is not reduced and all traffic patterns are maintained.

Lane Widths: During construction, the minimum lane width for main lanes, frontage roads, and major crossing streets is eleven (11) feet. For minor crossing streets, LA DOTD may, in its sole discretion, allow ten- (10) foot lanes in limited circumstances during construction for short distances after reviewing Developer's TCP.

17.3.1.2 Allowable Shoulder/Lane/Roadway Closures and Stage Changes

Developer shall provide LA DOTD and appropriate Customer Groups a minimum of three (3) weeks advanced notice for long-term lane/shoulder closures and/or traffic changes. Long-term closure or Traffic changes are those to be in effect longer than twenty-four (24) hours. Developer shall provide LA DOTD and appropriate Customer Groups a minimum of seventy-two (72) hours

advanced notice for short-term lane/shoulder closures that are planned to be in effect for less than twenty-four (24) hours, using all appropriate tools as needed.

Developer shall identify alternate routes for emergency services within the project corridor. The Public Information Coordinator (PIC) shall coordinate the closure restrictions with LA DOTD on all lane/shoulder closures (or on any event that results in lane closures) and shall incorporate lane/shoulder closures into LA DOTD's ITS web-based information tool. Developer shall provide and maintain a traffic interruption schedule that includes all lane/shoulder closures and traffic stage changes for a period of four (4) weeks projected beyond the actual date.

Closures must be coordinated with adjacent projects to ensure the safe convenient passage of the traveling public. During construction of the Project, LA DOTD will facilitate coordination with all local entities for Traffic Control.

17.3.1.3 Lane and Shoulder Closure During Design-Build Period

Lanes may be closed during off-peak or nighttime hours upon receipt of written permission from LA DOTD. Consideration will be given to traffic data collected in VPH/lane formatting during allowed closure periods that clearly demonstrate industry-accepted traffic flow ratios can be maintained.

17.3.1.4 Full Roadway Closure

Developer shall not be permitted any full (all lanes and shoulders) roadway closures unless approved by LA DOTD and Governmental Entities having jurisdiction of roadways affected by the closure.

LA DOTD will have the right to lengthen, shorten, or otherwise modify the foregoing restrictions as actual traffic conditions may warrant.

Major crossing streets must remain open to traffic. When minor crossing streets are closed, the major crossing streets must have a minimum of two lanes in each direction but shall be approved by the agency having jurisdiction of the major street crossing.

Minor crossing streets may be closed for bridge construction during the Construction Work if adjacent cross streets are open to traffic but must be approved by the agency having jurisdiction of the minor crossing street.

Any complete roadway closure will require a TCP to be submitted and approved by LA DOTD and any Governmental Entities having jurisdiction of roadways affected by the closure. Availability of frontage roads, ramp locations, and detour distances shall be considered in the design.

17.3.1.5 Holiday Restrictions

No work that restricts or interferes with traffic shall be allowed during the following holiday periods. LA DOTD has the right to lengthen, shorten, or otherwise modify these restrictions as

actual traffic conditions may warrant.

- A. Memorial Day Weekend (12:00 p.m.[noon] Friday through 10:00 p.m. Tuesday)
- B. Independence Day (12:00 p.m. [noon] July 3 through 10:00 p.m. July 5th)
- C. Labor Day Weekend (12:00 p.m. [noon] Friday through 10:00 p.m. Tuesday)
- D. Thanksgiving Holiday (12:00 p.m. [noon] Wednesday through 10:00 p.m. Monday)
- E. Christmas Holiday (12:00 p.m. [noon] December 23 through 10:00 p.m. December 26)

17.3.1.6 Other TMP Requirements

Additional Traffic Control requirements are as follows:

- A. Developer shall notify the traveling public by placing changeable message signs (CMSs) a minimum of seven (7) Days in advance of an actual roadway closure or any major traffic modifications. Where available and when possible, Developer shall coordinate and utilize overhead changeable message signs on the regional ITS system; and

17.4 Construction Requirements

Construction shall be in accordance with the approved TCP, LA DOTD-approved Developer's TMP, as well as applicable provisions of the MUTCD and LA DOTD Temporary Traffic Control Standard Plans.

17.4.1 Developer Responsibility

If at any time LA DOTD determines, in its sole discretion that Developer's traffic control operations do not meet the intent of the TMP or any specific TCP, Developer shall immediately revise or discontinue such operations to correct the deficient conditions.

Developer shall provide LA DOTD the names of the Certified Workzone Traffic Control Supervisor and support personnel, and the phone number(s) where they can be reached twenty-four (24) hours per day, seven (7) days per week.

17.4.2 Access

Existing bicycle and pedestrian access and mobility shall be maintained across all cross streets. Access to existing transit stop locations shall be maintained during construction or reasonable alternative locations shall be provided, if applicable.

17.4.3 Detours

Developer shall maintain all detours. A pavement transition, required in accordance with AASHTO's Roadside Design Guide, LA DOTD guidelines, and the MUTCD based on the roadway Design Speed of the section shall be provided at all detour interfaces.

17.4.4 Traffic Interruption Request (TIR)

Developer shall submit a Traffic Interruption Request (TIR) with advanced notification, as described in Section 17.3.1.2, via the web-based project management system provided by LA DOTD for any impact to traffic due to Developer activity. Activities requiring a TIR include, but are not limited to, any lane and shoulder closure, ramp closure, detours, pacing activities, and shifts. LA DOTD will review and approve TIRs in accordance with the Contract Documents, RFC plans, and the Developer's previously approved TCP for each phase and/or stage of the construction. Developer shall also submit a TIR during the design phase for any field work required to support the design, including but not limited to, subsurface exploration, utility locates, surveying and joint inspection/maintenance limits activities. Developer shall not submit a TIR for construction activities that are not included in a previously approved TCP and/or for which plans have not been Released for Construction.

18.0 OPERATION AND MAINTENANCE (O&M) WORK PRIOR TO PARTIAL ACCEPTANCE

18.1 General Requirements

18.1.1 O&M Work

Developer shall perform O&M Work within the Project Limits. Concurrent with commencement of construction, Developer shall take over LA DOTD's current responsibilities for operation and routine maintenance of the existing LA 23 transportation corridor within the Project limits, including the Belle Chasse Tunnel and Judge Perez Bridge.

As further described in this Section 18, LA DOTD may instruct Developer related to Major Maintenance and repairs of the Existing Bridge and Tunnel where such work is necessary to ensure the continued safe traffic operation Acceptance. Developer shall ensure smooth transition from O&M Work prior to Partial Acceptance to O&M Work after Partial Acceptance within its organization and in full coordination with LA DOTD.

18.1.2 General Maintenance Obligations

Developer shall be responsible for and shall carry out O&M Work within the Project Limits. Developer shall establish and maintain an organization that effectively manages all O&M Work in a manner set forth in the approved Maintenance Management Plan (MMP) and the requirements of the Contract Documents. Developer shall:

- A) coordinate activities of other entities with interests or activities within the Project Limits;
- B) conduct daily patrols of all lanes of the Project within the Project Limits to identify conditions that are unsafe or have the potential to become unsafe, conditions that could threaten the infrastructure, and to attend to existing or changing conditions;
- C) minimize delay and inconvenience to Users;
- D) develop, maintain and implement a maintenance management system to record the category, status, intended action and remedy for all Defects;
- E) identify and correct all Defects and damages from Incidents;
- F) monitor and observe weather and weather forecasts to proactively deploy resources to minimize delays and safety hazards due to high winds, severe thunderstorms, tornadoes, heavy rainfall and flooding, hail, snow, ice, or other severe weather events;
- G) remove debris, including litter, drift, graffiti, animals, and abandoned vehicles or equipment from the Project ROW;
- H) minimize the risk of damage, disturbance, or destruction of third-party property during the performance of O&M Work;

- I) coordinate with and enable LA DOTD and others with statutory duties or functions in relation to the Project or related transportation facilities to perform such duties and functions;
- J) perform O&M Work including inspections, Incident response, traffic control, and routine maintenance in accordance with the Maintenance Management Plan (MMP) and the Contract Documents;
- K) Prepare and keep updated a schedule of requirements for major maintenance and repairs that are not classified as part of the Developer's base scope under the Agreement and conduct quarterly review meetings with LA DOTD to agree any such activities that should be accomplished, whether by the Developer or LA DOTD; and
- L) Promptly investigate and resolve reports or complaints received from all sources; and
- M) Conduct the specified O&M Work obligations, which are regularly scheduled maintenance activities that LA DOTD currently conducts.

18.1.3 Scope of O&M Work and Interfaces with LA DOTD and Third Parties

LA DOTD will retain maintenance responsibilities for Elements in place or operating prior to the Proposal Due Date within the Project Limits until hand-off to the Developer concurrent with commencement of construction.

LA DOTD's maintenance responsibilities between the Proposal Due Date and the commencement of O&M Work by the Developer will be limited to routine maintenance of each existing Element and will not include preventive maintenance or major maintenance.

Developer shall coordinate with LA DOTD to achieve a smooth transition of maintenance activities from LA DOTD in the period between NTP and commencement of construction.

Developer shall coordinate O&M Work with LA DOTD and other Governmental Entities having adjacent maintenance responsibilities to minimize disruption to Users.

Developer shall provide bridge operators to operate the existing vertical lift bridge after commencement of construction. Bridge operator shall be on-site full time during construction activities and bridge shall be operational except during established marine traffic curfew periods. Developer will be responsible for ensuring bridge is continuously manned until the bridge is removed from service for demolition.

18.1.4 Specified O&M Work Activities

Developer shall undertake the following activities as part of the O&M Work:

- A) Operation of the existing vertical lift bridge upon request to open including, but not limited to, providing personnel to operate bridge, performing routine maintenance to ensure functionality, and performing as-needed repairs as described in the Developer's MMP;
- B) Operation of the existing tunnel including, but not limited to, performing routine maintenance to ensure functionality, performing as-needed repairs as described in

- the Developer's MMP, and regular cleaning of the tunnel interior;
- C) Other activities within Project Limits including, but not limited to, roadway repairs, litter/debris collection, mowing, etc.

18.1.5 Process for Identification of Major Maintenance Needs

Developer shall keep updated within the MMP a list of known Defects together with the Developer's assessment of repair responsibility. No later than 24 hours after Developer becomes aware of any new Defect, Developer shall add such Defect to the Defects Schedule in the MMP and shall notify LA DOTD:

- A) any Defect in the Existing Facility that Developer considers it is not required to repair as part of the base scope for O&M Work under the Agreement, with an explanation why Developer considers such repair to be the responsibility of LA DOTD or another party;
- B) any activity by LA DOTD or a third party that Developer considers may have adversely affected or has the potential to adversely affect the safe operation of an Existing Facility;
- C) any activity that Developer considers should be performed by LA DOTD or by the Developer through a Change Order, with an explanation of any adverse effect on the safe operation of the Project that may be avoided or mitigated by the maintenance activity; and
- D) any Defect in an Existing Facility that, in the opinion of Developer, represents an immediate or imminent health or safety hazard to Users or road workers.

18.1.6 Project Limits for O&M Work

Developer shall prepare and submit Project Limits drawings for the O&M Work as part of the MMP. Developer shall periodically validate that the Project Limits are correctly and clearly identified by physical delineation and shall liaise with LA DOTD and governmental entities as necessary to review the Project Limits, identify any jurisdictional gaps or inefficiencies and recommend solutions.

18.2 Maintenance Management

18.2.1 Maintenance Management Plan

The MMP is an umbrella document that describes Developer's managerial approach, strategy, and quality procedures for the O&M Work to achieve all requirements of the Contract Documents. Unless otherwise agreed by LA DOTD, the MMP shall be consistent with the maintenance approach. The MMP shall include all aspects of the O&M Work including Routine Maintenance and operational services.

Developer shall assign a O&M Manager who shall be responsible for implementing the maintenance obligations in this Section 18 and the Developer's MMP. O&M Manager shall ensure the O&M Work is performed in accordance with the Contract Documents including ensuring proper training of all maintenance personnel and resources available for conducting the O&M Work. The O&M Manager shall be responsible for the health and safety of personnel delivering

the O&M Work and the general public affected by the Project and shall serve as the point of contact for Developer in communication with LA DOTD and in coordination activities with other entities during Emergency events.

Developer shall submit the parts of the MMP to LA DOTD for review and Approval by dates shown in Table 18-2.

Table 18-2 MMP Parts and Submittal Requirements

Part of MMP	First Submittal to LA DOTD	Updates	Conditions
O&M Work prior to Partial Acceptance	No later than 90 Days prior to commencement of construction.	When required to conform with Good Industry Practice.	Approval by LA DOTD shall be a condition to commencement of construction.
O&M Work after Partial Acceptance	No later than 180 Days prior to anticipated Partial Acceptance.	No later than 120 Days before each anniversary of Partial Acceptance.	Approval by LA DOTD shall be a condition to Partial Acceptance.

18.2.2 MMP General Requirements

The MMP for O&M Work shall be consistent with the general maintenance obligations described in Section 18.1 (General Requirements).

The MMP shall include:

- A) Processes and procedures that will be employed by Developer to meet the Performance Requirements, including response times to mitigate hazards, permanently remedy, and permanently repair Defects, the necessary inspection procedures and frequencies to address Defects for each Element and the process for reliability and maintainability analysis.
- B) Procedures and proposed cycle times for safety patrols, sweeping, litter pickup, and debris pickup on travel lanes within the Project Limits.
- C) Updated versions of the Defects Schedules for the Judge Perez Bridge and the Belle Chasse Tunnel.
- D) Procedures for managing records of inspection and O&M Work, including appropriate measures for providing protected offsite backup(s) of all records.
- E) Schematic drawings showing the Project Limits, and the limits of Performance Sections as described in Section 18.2.

- F) Current versions and procedures, functionality, software maintenance requirements and access protocols for all specialist software employed by Developer in connection with the O&M Work including the Maintenance Management System (MMS).

18.2.3 O&M Manager

Developer shall assign an O&M Manager who shall be responsible for:

- A) implementing the maintenance obligations in this Section 18 and the MMP;
- B) causing the O&M Work to be performed in accordance with the Contract Documents;
- C) causing all maintenance personnel and resources performing O&M Work to be available and properly trained;
- D) the health and safety of personnel delivering the maintenance services and the general public affected by the Project; and
- E) coordinating with LA DOTD and other entities during Incidents and Emergencies

The O&M Manager shall meet or exceed the qualifications and experience established in the Agreement, and:

- A) must have experience on maintenance projects; and
- B) must have managerial experience in design, construction, or maintenance on any road project of similar size, scope and complexity.

The O&M Manager shall be available whenever O&M Work is performed.

18.3 Performance Requirements

18.3.1 Performance and Measurement Table for O&M Work Prior to Partial Acceptance

Developer's performance of the O&M Work prior to Partial Acceptance shall be governed by the Performance and Measurement Table that defines the Developer's required response times (Table 18-3).

Table 18-3 Performance and Measurement Table for O&M Work Prior to Partial Acceptance

#	Element	Performance Requirement	Defect Remedy Period			Target
			Cat. 1 Hazard mitigation	Cat. 2 Permanent Remedy	Cat. 2 Baseline Condition Repair	
1 Roadway						
1.1	Obstructions	Roadway free from obstructions and debris	2 hrs	N/A	N/A	No obstructions and debris on the road surface
1.2	Pavement	Roadway safe for users including shoulders, bridge decks, covers gratings frames and boxes	24 hrs	7 days	N/A	No pavement distresses exceeding the reference condition established in the BECR (measurements to include ride quality, rutting, cracking, failures, edge drop offs)
1.3	Joints	Joints in pavement or on bridge decks are maintained to the baseline condition	24 hrs	7 days	N/A	No joints in worse condition than established in BECR
2 Drainage						
2.1	Pipes and channels	Each element of the drainage system maintained in proper function	24 hrs	7 days	6 months	Conditions such as silting no worse than established in BECR
2.2	Drainage treatment	Drainage treatment systems function correctly	24 hrs	7 days	6 months	All devices functioning correctly
2.3	Pumps and sumps	Pumps and sumps function correctly	24 hrs	7 days	1 month	All devices functioning correctly
2.4	Travel Way	Travel way is free from water that could be a hazard to users	24 hrs	7 days	N/A	No instances of hazardous water build-up
2.5	Discharge Systems	Discharge systems function correctly	24 hrs	7 days	6 months	All discharge systems functioning correctly
3 Existing Facilities						
3.1	Existing Lift Bridge Structure	Structure free from: <ul style="list-style-type: none"> • graffiti • undesirable vegetation • debris and excessive bird droppings • blocked drains, weep pipes manholes and chambers • scour damage • impact damage 	24 hrs	7 days	6 months	Performance Requirement achieved and conditions no worse than established in BECR
3.2	Existing Lift Bridge Structure components	i) Joints are free of: <ul style="list-style-type: none"> • dirt debris and vegetation • defects in drainage systems • loose nuts and bolts ii) The deck drainage system is free of debris and operates as intended. iii) Parapets are free of: <ul style="list-style-type: none"> • loose nuts or bolts • graffiti • vegetation • accident damage 	24 hrs	7 days	6 months	Performance Requirement achieved and conditions no worse than established in BECR

#	Element	Performance Requirement	Defect Remedy Period			Target
			Cat 1 Hazard mitigation	Cat 2 Permanent Remedy	Cat 2 Baseline Condition Repair	
		iv) Bearings and bearing shelves are clean. v) Sliding and roller surfaces are clean and greased to ensure satisfactory performance.				
3.3	Existing Lift bridge mechanical and electrical components	Lift bridge mechanical and electrical components are operating correctly	24 hrs	7 days	1 month	Condition does not pose an immediate threat to the reliable operation of the lift bridge
3.4	Existing Tunnel	Existing Tunnel is maintained in a safe and satisfactory condition	24 hrs	7 days	1 month	All structural, mechanical and electrical components are in a condition no worse than established in the BECR.
4 Pavement Markings and Delineators						
4.1	Pavement markings	Pavement markings are clean and visible during day and night and are correctly placed	24 hrs	7 days	6 months	Pavement marking visibility and condition exceeds the condition established in the BECR
4.2	Delineators and reflective markers	Delineators and markers are visible, of the correct type.	24 hrs	7 days	6 months	Delineator and marker condition and presence exceeds condition established in BECR
5 Guardrails, safety barriers and impact attenuators						
5.1	Guardrails and safety barriers	All guardrails, safety barriers, concrete barriers are maintained free of defects, graffiti, and undesirable vegetation, appropriately placed and correctly installed at the correct height and distance from roadway or obstacles.	24 hrs	7 days	6 months	Performance Requirement achieved and guardrail condition including placement at least equal to the reference condition established in the BECR
5.2	Impact Attenuators	All impact attenuators appropriately placed and correctly installed	24 hrs	7 days	6 months	Impact attenuators meet performance requirement
6 Traffic Signs						
6.1	Traffic Signs	Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical defects	24 hrs	7 days	6 months	Performance Requirement achieved and condition of signs is at least equal to the reference condition established in the BECR
7 Lighting						
7.1	Roadway Lighting	i) All lighting is free from defects and provides acceptable uniform lighting quality	24 hrs	7 days	6 months	Performance Requirement achieved and condition and percent in working order of roadway lighting at least

#	Element	Performance Requirement	Defect Remedy Period			Target
			Cat. 1 Hazard mitigation	Cat. 2 Permanent Remedy	Cat. 2 Baseline Condition Repair	
		ii) Lanterns are clean and correctly positioned iii) Lighting units are free from any damage or vandalism iv) Columns are upright, correctly founded, visually acceptable and structurally sound				equal to the reference condition in the BECR
7.2	Tunnel Lighting	Tunnel lighting is operating safely with lighting free from defects and providing acceptable uniform lighting quality	24 hrs	7 days	6 months	Performance Requirement achieved and Condition of tunnel lighting percent in working order at least equal to the reference condition in the BECR
8 Fences						
8.1	Boundary fences	Integrity and structural condition of fences is maintained	24 hrs	7 days	6 months	Performance Requirement achieved and Condition of repair of fences at least equal to condition established in BECR
9 Roadside Management						
9.1	Vegetated areas	Vegetation is maintained so that: i) Height of grass and weeds is kept within the limits described for urban areas. Mowing begins before vegetation reaches the maximum height. ii) Spot mowing maintains visibility of appurtenances and sight distance. iii) Grass or vegetation does not encroach into or on paved shoulders, main lanes, sidewalks, islands, riprap, traffic barrier or curbs.	24 hrs	7 days	6 months	Performance Requirement achieved
10 Earthworks, Embankments and Cuttings						
10.1	Slopes	Slopes are maintained in general conformance to the original graded cross-sections, the replacement of landscaping materials, reseeding and re-vegetation for erosion control purposes and removal and disposal of all eroded materials from the roadway and shoulders.	24 hrs	7 days	6 months	Performance Requirement achieved
11 Snow and Ice						
11.1	Snow and Ice	Maintain travel way free from snow and ice	2 hrs	N/A	N/A	Performance Requirement achieved

#	Element	Performance Requirement	Defect Remedy Period			Target
			Cat 1 Hazard mitigation	Cat 2 Permanent Remedy	Cat 2 Baseline Condition Repair	
12 Incident Response						
12.1	Response to Incidents	Monitor the Project and respond to Incidents in accordance with the Maintenance Management Plan (MMP).	1 hr	N/A	N/A	Performance Requirement achieved
12.2	Response to Hazardous Spills	Monitor the Project and respond to Incidents involving Hazardous Materials in accordance with the Maintenance Management Plan (MMP).	1 hr	N/A	N/A	Performance Requirement achieved
12.2	Response to Structural Damage	Evaluate structural damage to structures and liaise with emergency services to ensure safe working environment while clearing the incident	1 hr	N/A	N/A	Performance Requirement achieved
13 Customer Response						
13.1	Response to Inquiries	Timely and effective response to customer inquiries and complaints.	48 hrs	N/A	N/A	Performance Requirement Achieved
14 Sweeping and Cleaning						
14.1	Sweeping	i) Keep all channels, hard shoulders, gore areas, ramps, intersections, islands and other roads swept clean ii) Clear and remove debris from traffic lanes, hard shoulders, verges and central reservations. iii) Remove all sweepings without stockpiling in the right of way and dispose of at approved tip.	24 hours	14 days	N/A	Performance Requirement Achieved
14.2	Litter Removal	i) Keep the right of way in a neat condition, remove litter regularly. ii) Pick up large litter items before mowing operations. Dispose of all litter and debris collected at an approved solid waste site.	24 hours	14 days	N/A	Performance Requirement Achieved

18.3.2 Defect Identification, Recording and Categorization

18.3.2.1 Definitions

In this Section 18 and as shown on the Performance and Measurement Table:

- A) hazard mitigation is an action taken by Developer to mitigate a hazard to Users or imminent risk of damage or deterioration to property or the environment such that the Category 1 Defect no longer exists;
- B) permanent remedy is an action taken by Developer to restore the condition of an Element following hazard mitigation of a Category 1 Defect;
- C) permanent repair is an action taken by Developer to restore the condition of an Element for which a Category 2 Defect has been recorded.

18.3.2.2 Sources of Defects and Status

Developer shall identify and record Defects through inspections described in Section 18.5 and reports or complaints by third parties. Developer shall accurately record the status of Defects from all sources in the Maintenance Management System (MMS).

18.3.2.3 Defects Identified by Developer, LA DOTD or Third Party

Whenever Developer identifies, becomes aware of or is notified by LA DOTD or a third party of a Defect, Developer shall create within the MMS a Maintenance Record containing details of the associated Element, the nature and categorization of the Defect and the proposed timing and details of hazard mitigation, permanent remedy and permanent repair of the Defect. Developer shall categorize each Defect, based upon its determination as to whether:

- A) it represents an immediate or imminent health or safety hazard to Users or road workers;
- B) there is a risk of immediate or imminent structural failure or deterioration;
- C) there is an immediate or imminent risk of damage to a third party's property; or
- D) there is an immediate or imminent risk of damage to the environment.

Should a Defect meet any of the above criteria, Developer shall record it as a Category 1 Defect. Any other Defect not meeting the foregoing criteria shall be assigned as a Category 2 Defect. Developer shall provide training to all relevant personnel on the categorization of Defects. Developer shall maintain a record of the circumstances of the Defect and how it was categorized. Developer shall facilitate the review by LA DOTD of Maintenance Records in the MMS associated with Developer-categorized Defects and shall enable LA DOTD to flag any Defect where LA DOTD disagrees with any attribute or categorization assigned by the Developer.

Developer will only have the authority to close an existing facility when a defect is discovered which poses an imminent health or safety hazard in accordance with the Incident Management portion of Table 18-3 above. Developer shall include his detailed plan for closure in the MMP. Developer shall provide immediate notice to the LA DOTD in the event an Existing Facility requires closure. The LA DOTD will have sole discretion whether the facility can remain closed or whether it shall be reopened.

18.3.3 Baseline Inspections and Baseline Element Condition Report

18.3.3.1 Baseline Inspections

Developer shall perform the inspections and / or tests to determine the condition of each Element (the “Baseline Inspections”) and the preparation of the Baseline Element Condition Report (BECR).

Upon LA DOTD’s approval of the scope of the Baseline Inspections, Developer shall provide to LA DOTD a minimum of 14 Days’ notice to witness the inspections and/or tests.

18.3.3.2 Baseline Element Condition Report (BECR)

Developer shall prepare the BECR and shall submit to LA DOTD for approval as part of the MMP no later than 60 days prior to commencement of construction.

- A) The BECR shall include a record of the condition of each Element.
- B) The BECR shall include the status of all Defects.
- C) Each photographic record and /or measurement shall be associated with a location accurate to the nearest 10 feet.
- D) The condition of each Element shall be recorded such that there is a minimum of one record for each Performance Section within which the Element is represented.

Developer shall cause the BECR to include the results of the most recent Specialist Inspections undertaken by LA DOTD including the results of the annual survey of pavement condition for the entire Project. The results of the BECR shall be used to establish the maintenance condition to be achieved.

18.3.3.3 Defects between Baseline Inspections and Commencement of Construction

No later than 14 days after commencement of construction, Developer shall submit details of any instances of damage or deterioration that, in the opinion of the Developer, occurred between the completion of the Baseline Inspections and commencement of construction. Developer shall identify the O&M Work required to cause each such Element to be in compliance with the applicable Target, including an estimate of the cost of performing such O&M Work. LA DOTD may implement one or more of the following: (a) cause Elements to be in compliance with Targets using its own forces; (b) instruct Developer to perform O&M Work that would enable Elements to be in compliance with applicable Targets by means of a Change Order; and (c) agree to a revision to certain Target(s) or measurement records in Table 18-5 (Performance and Measurement Table for O&M Work Prior to Partial Acceptance).

18.3.4 Permanent Remedy and Permanent Repair of Defects

Where action is proposed to remedy or repair any Defect, Developer shall promptly create a Maintenance Record that identifies the nature of the proposed remedy or repair.

The Defect Remedy Period set forth in the Performance and Measurement Table shall commence upon the earlier of: (i) the date and time Developer became aware of the Defect; or (ii) the date and time Developer should have known of the Defect. Developer shall take necessary action to avoid any Category 2 Defect from becoming a Category 1 Defect. Developer shall monitor Category 2 Defects to verify the condition of the affected Element prior to permanent repair and shall inform LA DOTD immediately should any such Defect deteriorate to a Category 1 Defect.

For Category 2 Defects, Developer shall complete the permanent repair within the period specified in the column with the heading “Category 2 Permanent Repair” in the Performance and Measurement Table unless an earlier repair is required to prevent deterioration to a Category 1 Defect.

18.3.5 Hazard Mitigation of Category 1 Defects

Developer shall immediately implement hazard mitigation of any Category 1 Defect in an Element of which it is aware through its own inspections, from a third party or through notification by LA DOTD to Developer (through the MMS or by other means) that LA DOTD requires the Developer to perform hazard mitigation for a Category 1 Defect.

For Category 1 Defects, Developer shall take necessary action such that any hazard to Users is mitigated within the Defect Remedy Period specified in the column with the heading “Category 1 Hazard Mitigation” in the Performance and Measurement Table and shall permanently remedy the Defect within the period identified in the column with the heading “Category 1 Permanent Remedy” in the Performance and Measurement Table. Developer shall continue hazard mitigation until a permanent remedy has been completed.

18.4 Inspections

18.4.1 General Inspections by Developer

Developer shall establish inspection procedures and frequency as well as a plan to implement a program of inspections necessary for the O&M Work. Inspection procedures shall ensure:

- A) the Project is safe for Users;
- B) Category 1 Defects are identified and repaired such that the hazard to Users is mitigated within the period given in the column entitled “Cat. 1 Hazard Mitigation” in the Performance and Measurement Table for O&M Work Prior to Partial Acceptance;
- C) Category 1 Defects are identified and permanently remedied within the period given in the column entitled “Cat. 1 Permanent Remedy” in the Performance and Measurement Table for O&M Work Prior to Partial Acceptance; and

- D) Category 2 Defects are identified and permanently repaired within the period given in the column entitled “Cat. 2 Permanent Repair” in the Performance and Measurement Table for O&M Work Prior to Partial Acceptance.

Developer shall perform general inspections in accordance with the MMP so that the repairs of all Defects are included in planned programs of work.

Developer shall record details of the manner of inspection (e.g. center Lane Closure or shoulder), the weather conditions, and any other unusual features of the inspection on inspection records in respect of general inspections.

18.4.2 Performance Sections

As part of the MMP, Developer shall prepare drawings identifying the Performance Sections and shall submit and update these plans with the applicable part of the MMP. The drawings shall identify the boundaries of each Performance Section and shall cross reference to an inventory describing each Element of the Project contained within each Performance Section. Where Performance Sections need to be revised to take into consideration the progression from an existing facility to the Final Design, Developer shall phase in the new Performance Sections in a logical manner so that new Performance Sections are in place as the Work progresses.

Developer shall implement the control section and log mile system used by LA DOTD to establish Performance Sections for inspection and maintenance records in accordance with the MMP. Developer shall use the existing system established on existing sections of the Project. Developer shall coordinate with LA DOTD to establish this system on newly constructed sections of roadway.

18.4.3 Inspections by LA DOTD

LA DOTD may undertake Specialist Inspections as follows during the Construction Period and if such inspections are performed will make the results available to Developer.

- A) Annual survey of pavement condition for the entire Project undertaken using automated condition survey equipment
- B) Routine biennial inspections, to the extent required, for all structures within the Project Limits in compliance with the latest FHWA / NBIS / NTIS and LA DOTD requirements.

Upon receipt of LA DOTD Specialist Inspections, Developer shall use the results of Specialist Inspections to prioritize O&M Work and immediately identify all Defects within each Performance Section established by the inspections and enter these Defects in the MMS with the appropriate Defect Remedy Period.

18.5 Maintenance Management System (MMS)

18.5.1 MMS Attributes

Developer shall implement a computer-based MMS to store all Maintenance Records and record the following attributes of all Elements:

- A) asset inventory, description, location, condition date of installation and repair history;
- B) description, date-time of identification and categorization of Defects;
- C) planned actions and date-time for the hazard mitigation and permanent remedy of Category 1 Defects;
- D) planned actions and date-time for the permanent repair of Category 2 Defects;
- E) date-time and types of inspections performed; and
- F) details including date-time of actual repairs performed.

Horizontal and vertical locational accuracy of Maintenance Records shall meet or exceed Good Industry Practice. Maintenance Records shall be located using the posted reference number, Geographic Information System (GIS) data and control number for bridge class structures.

18.5.2 Recording of Complaints within MMS

Developer shall record within the MMS all complaints and reports from third parties to include:

- A) the date and time of the complaint;
- B) the location and nature of the problem;
- C) who made the complaint; and
- D) date and action taken to address the complaint.

18.5.3 Recording of Accidents and Incidents within Project Limits

Developer shall record within the MMS the following information on accidents/Incidents:

- A) accidents involving Developer or any Subcontractor personnel, equipment, barricades or tools; and
- B) any Incident or accident within the Project Limits.

With respect to any accident/Incident, Developer shall record the following:

- A) date and time of the accident/Incident;
- B) location of the Incident;
- C) nature of the Incident;
- D) all parties involved in the Incident, including names, addresses, telephone numbers and their involvement (including witnesses);

- E) responsible party and insurance information;
- F) action taken to address the Incident;
- G) Developer response time; and
- H) documentation of traffic control in place at location.

Developer shall notify LA DOTD of any fatality within the Project Limits within 24 hours of discovering the incident and provide the police report within 24 hours of it becoming available.

18.5.4 MMS Functional and Timeliness Requirements

The MMS shall facilitate the direct upload by Developer personnel from handheld devices in the field of all applicable Defect information and attributes including description, date-time of identification and categorization. Any such upload of Defect information with Category 1 Defect status shall trigger immediate automatic e-mail notification of LA DOTD and the O&M Manager.

When an Element is constructed, installed, maintained, inspected, modified, replaced or removed, Developer shall update the MMS no later than three days after completion of such work. Category 1 Defects shall be recorded in the MMS immediately upon the Developer becoming aware of the Defect either by direct upload to the MMS by Developer's inspection personnel in the field or by upload of the information to the MMS when Category 1 Defects are notified to Developer by LA DOTD or a third party. Category 2 Defects shall be recorded in the MMS no later than 3 days after coming to the attention of Developer. All other recording requirements shall be recorded on the MMS within 15 days of completion or occurrence of the relevant activity.

18.5.5 MMS Interfaces with LA DOTD

Prior to commencement of construction, the MMS shall be fully populated and operational and Developer shall demonstrate to LA DOTD the functionality and use of the MMS and that it is fully compliant with the requirements of the Contract Documents. The MMS shall be kept updated and operational throughout the Term.

From the date of the demonstration and throughout the Term, Developer shall provide equipment, facilities and training necessary to permit remote, real-time, dedicated high-speed access to the MMS, via one terminal each, for up to three LA DOTD employees. Developer shall repeat the training and demonstration annually and whenever system changes are implemented.

18.6 Maintenance Obligations

18.6.1 Incident and Emergency Management

Adhere to the IMP requirements in Section 19.10.5

18.6.2 Snow and Ice Control

Adhere to the requirements in Section 19.10.7.

18.6.3 Severe Weather Evacuation

Developer shall prepare and train its staff for evacuation and shall assist LA DOTD in the event that an evacuation is implemented, in accordance with the Severe Weather Evacuation Plan (SWEPE).

18.6.4 Maintenance Document Management

For all Maintenance Records, Developer shall follow the document storage and retrieval requirements set forth in the Technical Provisions. Developer's document management system shall be compatible with SharePoint®.

Developer shall cause all Maintenance Records and Project-related documents to be stored along with accurate information on the location consistent with reference markers in accordance with the control section and log mile system, so that all data and records can be retrieved by reference marker and Performance Section.

Maintenance Records shall be kept throughout the Term. Such records shall be provided to LA DOTD at the time the Project is delivered to LA DOTD. All records obtained during the General Warranty Period shall be kept and provided to LA DOTD at the end of the General Warranty Period.

Unless otherwise directed by LA DOTD, record retention shall comply with the requirements of the LA DOTD Administrative Records Retention Schedule.

18.6.5 Safety

Developer shall establish and implement safety and health procedures for O&M Work in accordance with the Maintenance Safety Plan.

18.6.6 Communication

Adhere to the requirements set forth in Section 19.6.5.

18.6.7 Hazardous Materials Management

Developer shall establish and implement Hazardous Materials Management procedures for O&M Work in compliance with the Hazardous Materials/Wastes Management Plan (HM/WMP).

18.6.8 Environmental Compliance and Mitigation

Developer shall establish and implement environmental compliance and mitigation procedures for O&M Work in compliance with Section 4.0 of the Technical Provisions.

18.6.9 Traffic Management

Developer shall establish and implement traffic management procedures for O&M Work in

compliance with Section 17, “Maintenance of Traffic”.

18.7 Submittals

All Submittals described in this Section 18 shall be in accordance with the schedule and for the purpose (approval, review and comment, for information) set forth on Table 18-1. Acceptable electronic formats include Microsoft Word, Microsoft Excel, or Adobe Acrobat files, unless otherwise required.

Table 18-4: Submittals to LA DOTD

Submittals	Submittal Schedule	Department Action	Reference Section
Maintenance Management Plan (MMP)	Prior to commencement of construction	Approval	18.2.1
MMP Updates	As required	Approval	18.2.1
Proposal Scope and Methodology of Baseline Inspections	Prior to the Baseline Inspections	Approval	18.3.3.1
BECR	Prior to commencement of construction	Approval	18.3.3.2
Details of the Work to cause each Element to be in compliance with applicable Targets	Prior to commencement of construction	Review and comment	18.3.3.3
Maintenance Record of proposed remedy	Promptly where action is proposed	Approval	18.3.5
Maintenance Management System (MMS) Demonstration	Prior to commencement of construction	For Information	18.5.5
MMS Training	Annually prior to each anniversary of commencement of construction	For Information	18.5.6

19.0 OPERATIONS AND MAINTENANCE (O&M) AFTER PARTIAL ACCEPTANCE

19.1 General Requirements

19.1.1 O&M Work Transition

Developer shall perform O&M Work for all Elements within the Project Limits. Developer shall establish and maintain an organization that effectively manages all O&M Work in a manner set forth in the approved Maintenance Management Plan (MMP). Developer shall ensure smooth transition from O&M Work prior to Partial Acceptance to O&M Work after Partial Acceptance.

19.1.2 General Maintenance Obligations

Developer shall take all necessary actions to achieve the following:

- a) Coordinate activities of other entities with interests within the Project Limits, including but not limited to: Department of Homeland Security, United States Coast Guard, and Emergency Services.
- b) Provide response to Incidents and Emergencies, including management and reporting.
- c) Conduct regular patrols of all lanes within the Project Limits to identify conditions that are unsafe or have the potential to become unsafe, conditions that could threaten the infrastructure, and to attend to existing or changing conditions.
- d) Minimize delay and inconvenience to Users.
- e) Monitor and observe weather and weather forecasts to proactively deploy resources to minimize delays and safety hazards due to heavy rains, snow, ice, or other severe weather events.
- f) Minimize the risk of damage, disturbance, or destruction of third-party property during the performance of O&M Work.
- g) Coordinate with and enable LA DOTD and others with statutory duties or functions in relation to the Project to perform such duties and functions.
- h) Perform systematic Project inspections, Routine Maintenance, Rehabilitation Work and operational services in accordance with the provisions of the MMP and the Contract Documents.
- i) Promptly investigate reports or complaints received from all sources.

19.1.3 Developer's Maintenance Facility

Developer shall provide an office facility (the "Developer's maintenance facility") which shall comply with the following:

- a) Shall be suitable for managing the performance of the O&M Work.

- b) All O&M Records shall be available for inspection at this location.
- c) Shall be located no more than a 5 mile radius from the Project.
- d) Shall be staffed during normal business hours (8am - 5pm) and shall include an answering service that will at all times direct the caller to a responsible person employed by the Developer who shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year and assigned to coordinate the initial response to any Incident or Emergency.
- e) LA DOTD shall be entitled to access to the Developer's O&M Facility during normal business hours for the purpose of audit of Records upon reasonable notice.
- f) Developer shall obtain and maintain all permits and approvals associated with Developer's maintenance facility.

19.2 Operations and Maintenance Limits

Developer shall prepare Final Project Limits drawings identifying Project Limits during the Construction Period and Project Limits during the Operating Period consistent with the Developer's Final Design. Updated Project Limits drawings shall be submitted for LA DOTD's Approval as part of the applicable MMP.

Developer shall be responsible for all O&M Work within the Project Limits including Incident response.

19.3 Scope of O&M Work After Partial Acceptance

O&M Work shall include all Elements within the Project Limits as indicated on Table 19-3, including: Routine Maintenance, Rehabilitation Work and operational services.

Table 19-3 O&M Work

Element Category	Element (Note 1)
1) Roadway	
1.1	Obstructions and debris
1.2	Pavement
1.3	Crossovers and other paved areas
1.4	Joints in concrete
1.5	Curbs
2) Drainage	
3) Structures	
4) Pavement Markings, Object Markers, Barrier Markers and Delineators	
5) Guardrails, Safety Barriers and Impact Attenuators	
6) Traffic Signs	
6.1	Non-gantry mounted signs
6.2	Gantry-mounted overhead signs
7) Traffic Signals	

Element Category	Element (Note 1)
7.1	General
7.2	Soundness
7.3	Identification marking
7.4	Pedestrian Elements and Vehicle Detectors
8) Lighting	
8.1	Roadway and Architectural / Aesthetic Lighting – General
8.2	Sign Lighting
8.3	Electrical Supply (Note 2)
8.4	Access Panels
8.5	High Mast Lighting
8.6	Navigational Lighting
9) Fences, Soundwalls and Abatement	
9.1	Design and Location
9.2	Construction
9.3	Operation
10) Roadside Management	
11) Not used	
12) Earthworks, Embankments and Cuttings	
13) ITS Equipment	
14) Tolling Facilities and Buildings	
15) Amenity	
16) Snow and Ice Control	
17) Incident Response	
18) Customer Response	
18.1	Response to inquiries
18.2	Customer contact line
19) Sweeping and Cleaning	

- 1) For the itemization of Elements within each Element Category, refer to the Performance and Measurement Baseline Tables.
- 2) Responsibility for metered electricity supply costs is set forth in Section 19.10.2.
- 3) Developer shall be responsible for O&M Work in connection with all drainage treatment facilities within the Project Limits, including facilities required for compliance with the Storm Water Pollution Prevention Plan (SW3P) and detention Best Management Practices and shall demonstrate continuous compliance of such facilities with all Environmental Approvals.

19.4 Performance Requirements

19.4.1 Application of Performance and Measurement Baseline Table

Developer shall perform all activities necessary to satisfy the Performance Requirements set forth in the Performance and Measurement Table after Partial Acceptance (Attachment 19-1).

19.4.2 Updates of Performance and Measurement Baseline Table

In the MMP, Developer shall set forth annually, for LA DOTD Approval, updated Performance and Measurement Table.

In its annual Submittals of the Performance and Measurement Table, Developer shall propose for LA DOTD's Approval any amendments to the "response to defects"; "inspection and measurement method"; "measurement record and "target" as are necessary to cause these to comply with Good Industry Practice and the Technical Provisions. LA DOTD may, at any time, require Developer to adopt amendments to the columns with the headings "measurement record" and "inspection and measurement method" on the Maintenance Performance Requirements Baseline Table where such updates are required to comply with then current Good Industry Practice.

The Department shall require the adoption of a new Target only when this is required because the inspection and measurement method or measurement record no longer complies with Good Industry Practice. In this case, the new Target shall be determined using the principle that it shall achieve no less than the standard of O&M Work that would have been achieved through Developer's compliance with the original inspection and measurement method, measurement criteria and target.

Developer shall provide updates to the Maintenance Performance Requirements Baseline Table to take into consideration specific attributes of the Final Design (for example, where the Final Design incorporates a feature that is not included as an Element in the Maintenance Performance Requirements Baseline Table).

Developer's updates to the Performance and Measurement Table shall include the equipment manufacturer's recommended routine maintenance tasks at the manufacturer's recommended intervals, where applicable.

Within these Technical Provisions, reference to the Performance and Measurement Table means the latest approved version of the Performance and Measurement Table as included within Developer's MMP.

19.4.3 Categorization of Defects

Developer shall employ personnel who are trained to make the appropriate categorization of Defects and shall maintain a record of the circumstances of the Defect and how it was categorized.

Whenever a Defect is identified, Developer shall make a determination as to whether:

- A) it represents an immediate or imminent health or safety hazard to Users or road workers,
- B) there is a risk of immediate or imminent structural failure or deterioration,
- C) there is an immediate or imminent risk of damage to a third party's property, or
- D) there is an immediate or imminent risk of damage to the environment.

Should a Defect meet any of the above criteria, Developer shall record it as a Category 1 Defect (Hazard Mitigation) and take all necessary action to mitigate the Defect as described in this Section 19. Additionally, specific instances of Defects that shall be deemed to be Category 1 Defects are defined in this Section 19. Any other Defect not meeting the foregoing criteria shall be assigned as a Category 2 Defect. Developer shall take necessary action to avoid any Category 2 Defect from becoming a Category 1 Defect (Hazard Mitigation). Developer shall monitor Category 2 Defects to verify the condition of the affected Element prior to repair and shall inform LA DOTD immediately should any such Defect deteriorate to a Category 1 Defect (Hazard Mitigation).

19.4.4 Obligation to Remedy and Repair

For Category 1 Defects, Developer shall take necessary action such that any hazard to Users is mitigated within the period specified in the column with the heading “Category 1 Hazard Mitigation” in the applicable Performance and Measurement Table and shall permanently remedy the Defect within the period identified in the column with the heading “Category 1 Permanent Remedy” in the applicable Performance and Measurement Table. Permanent Remedy, as defined and identified in the Performance and Measurement Table, shall be performed within the time period identified for the Permanent Remedy. Hazard Mitigation, as defined and identified in the applicable Performance and Measurement Table, shall be performed within the time period provided and shall continue until a Permanent Remedy is completed.

For Category 2 Defects, Developer shall undertake the permanent repair within the period specified in the column with the heading “Category 2 Permanent Repair” in the applicable Performance and Measurement Table unless an earlier repair is required to prevent deterioration to a Category 1 Defect (Hazard Mitigation).

Developer shall use the results of the inspections described in its MMP and other relevant information to determine, on an annual basis, the Residual Life of each Element within the Project Limits and the scope necessary for the O&M Work Schedule.

Failure to meet a Performance Requirement, whether through failure to meet the Target for any relevant measurement record, or for any other reason, shall be deemed to be a Defect. Where multiple instances of Category 2 Defect arise from the failure to meet a given Target (for example simultaneous failure to meet a ride quality target in multiple locations), a separate Category 2 Defect shall be recorded for each Performance Section within which the Target is not met.

The remedy or repair of any Element shall meet or exceed the standard identified in the column entitled “Target” in the applicable Performance and Measurement Baseline Table and a O&M Record shall be created by Developer to verify that this requirement has been met.

The period for ‘response to defects’ set forth in the Performance and Measurement Baseline Table shall commence upon the earlier of: (i) the date and time the Developer became aware of the Defect; and (ii) the date and time the Developer should have known of the Defect.

Developer shall investigate reports and complaints on the condition of the Elements received from all sources. Developer shall record these as O&M Records together with details of all relevant inspections and actions taken in respect to Defects, including temporary protective measures and

repairs. Where action is taken to remedy or repair any Defect in any Element, Developer shall create a O&M Record that identifies the nature of the remedy or repair. Developer shall include within the relevant O&M Record a measurement record compliant with the requirements set forth in the column entitled “Measurement Record” in the applicable Performance and Measurement Baseline Table.

Developer shall assign a cost to each O&M Record to allow LA DOTD or Developer to interrogate O&M Records via the Maintenance Management System (MMS) to identify the cost of each repair.

19.5 Rehabilitation Work Requirements

19.5.1 Obligation to perform Rehabilitation Work

Developer shall promptly perform Rehabilitation Work to renew, repair, or replace any Element when any of the following conditions occur:

- A) The Element is scheduled for replacement, rehabilitation or rehabilitation in accordance with the O&M Work Schedule.
- B) The condition of any Element is such that early replacement, rehabilitation or rehabilitation is needed to enable Performance Requirements to be reliably achieved.
- C) Defects have occurred or may be expected to occur on a frequent basis and there is a risk that Developer will be unable to comply with its obligation to remedy and repair such Defects within the applicable Defect Remedy Period as identified in Section 19.4 above.
- D) Within any Performance Section, the minimum required Asset Condition Score is not achieved.
- E) The reliability is less than 99.7 percent for any safety-critical Element.
- F) The reliability is less than 90 percent for any Element other than a safety-critical Element.
- G) The Element ceases to function or dies (as in the case of plantings).
- H) The frequency of repair is higher than that recommended in the manufacturer’s preventive maintenance schedule.

The term “safety-critical” means that should an Element fail, the safe operation of the Project would be in jeopardy or an immediate or imminent safety hazard would result.

The term “reliability” as used in items 3 and 4 above shall be calculated as the in-service time measured over a moving 365-day period. For example, if an Element is out of service for 20 days of 365 days, its “reliability” is 94.5 percent (i.e., $(365 - 20)/365 \times 100$ percent).

Whenever Rehabilitation Work is performed that affects the New Belle Chasse Bridge, Developer shall submit to LA DOTD Record Drawings and supporting calculations and details. Prior to the expiry or earlier termination of any part of the O&M Work, Developer shall submit to LA DOTD a

complete set of Record Drawings and supporting calculations and details that accurately show all Rehabilitation Work and any other changes to the Project during the performance of the O&M Work.

All Rehabilitation Work shall follow the applicable design and construction requirements within the Technical Provisions as applicable to the original design, installation or construction unless such Technical Provisions have been superseded by Good Industry Practice. When an Element is renewed or replaced, and upon the first installation of the renewed or replaced Element into the Project, Developer shall not have the benefit of any Defect Remedy Period. Developer shall cause all Rehabilitation Work to achieve the Target applicable to the Element as shown on the Performance and Measurement Table from the date that the renewed or replaced Element is incorporated into the Project.

19.5.2 O&M Work Schedule

Developer shall submit for LA DOTD review and comment an O&M Work Schedule. The O&M Work Schedule shall include the timing, scope, and nature of Rehabilitation Work that Developer proposes during each year for which Developer is responsible for O&M Work. The O&M Work Schedule shall set forth, by Element:

- A) The estimated Useful Life;
- B) The description of the Rehabilitation Work anticipated to be performed at the end of the Element's Useful Life;
- C) A brief description of any Rehabilitation Work anticipated to be performed before the end of the Element's Useful Life including reasons why this work should be performed at the proposed time.

Developer's first submittal and updates of the O&M Work Schedule shall be submitted at the same time as the submittal and updates of the applicable part of the MMP.

Updates to the O&M Work Schedule shall be submitted for LA DOTD's Approval and shall include a revised O&M Work Schedule for the upcoming year or, if Developer considers that no change is required, the then-existing O&M Work Schedule, accompanied by a written statement that Developer intends to continue in effect the then-existing O&M Work Schedule without revision for the upcoming year (in either case, referred to as the "updated O&M Work Schedule").

Developer shall make revisions to the O&M Work Schedule as reasonably required by experience and then-existing conditions respecting the Project, changes in technology, changes in Developer's planned means and methods of performing the Rehabilitation Work, and other relevant factors. The updated O&M Work Schedule shall show the revisions, if any, to the prior O&M Work Schedule and include an explanation of reasons for revisions. If no revisions are proposed, Developer shall include, for each Element, a justification for why the prior O&M Work Schedule still applies.

19.6 Maintenance Management Plan

19.6.1 Maintenance Management Plan Submittal Requirements

The MMP is an umbrella document that describes Developer’s managerial approach, strategy, and quality procedures for the O&M Work to achieve all requirements of the Contract Documents. . The MMP shall include all aspects of the O&M Work including Routine Maintenance, Rehabilitation Work and operational services.

Developer shall assign a O&M Manager who shall be responsible for implementing the maintenance obligations in this Section 19 and the Developer’s MMP. O&M Manager shall ensure the O&M Work is performed in accordance with the Contract Documents including ensuring proper training of all maintenance personnel and resources available for conducting the O&M Work. The O&M Manager shall be responsible for the health and safety of personnel delivering the O&M Work and the general public affected by the Project and shall serve as the point of contact for Developer in communication with LA DOTD and in coordination activities with other entities during Emergency events.

Developer shall submit the parts of the MMP to LA DOTD for review and Approval by dates shown in Table 19-4.

Table 19-4 MMP Parts and Submittal Requirements

Part of MMP	First Submittal to LA DOTD	Updates	Conditions
O&M Work prior to Partial Acceptance	No later than 90 Days prior to commencement of construction.	When required to conform with Good Industry Practice.	Approval by LA DOTD shall be a condition to commencement of construction.
O&M Work after Partial Acceptance	No later than 180 Days prior to anticipated Partial Acceptance.	No later than 120 Days before each anniversary of Partial Acceptance.	Approval by LA DOTD shall be a condition to Partial Acceptance.

19.6.2 MMP General Requirements

The MMP for O&M Work after Partial Acceptance shall be consistent with the general maintenance obligations described in Section 19.1 (General Requirements).

The MMP shall include:

- A) Processes and procedures that will be employed by Developer to meet the Performance Requirements, including response times to mitigate hazards, permanently remedy, and permanently repair Defects, the necessary inspection procedures and

frequencies to address Defects for each Element and the process for reliability and maintainability analysis.

- B) Procedures and proposed cycle times for safety patrols, sweeping, litter pickup, and debris pickup on travel lanes within the Project Limits.
- C) The most recent approved versions of the applicable Performance and Measurement Tables. As part of an update of the MMP to be undertaken at least annually, Developer shall propose, for LA DOTD's Approval, updates to the Performance and Measurement Tables in compliance with the requirements of Section 19.4.2.
- D) Procedures for managing records of inspection and O&M Work, including appropriate measures for providing protected offsite backup(s) of all records.
- E) Schematic drawings showing the Project Limits, and the limits of Performance Sections as described in Section 19.2.
- F) Maintenance and service manuals including equipment manufacturer's recommended maintenance schedule and operating procedures in both printed and electronic file format (searchable PDF) to include technical maintenance and servicing descriptions for all major and safety critical components as well as equipment that is specialized to meet the needs of the Project. The manual shall include preventive maintenance schedules, testing and troubleshooting techniques, corrective measures, both temporary and permanent, the location and availability of support services, point to point component wiring schematics and logic signal flows, assembly and disassembly drawings, including exploded view drawings.
- G) Standard service manuals for unmodified commercial products containing information necessary to properly service the specific equipment supplied in connection with the Project.
- H) Spare parts, special tools and equipment list including an auditable parts and spares inventory adequate to address the maintenance obligations and compatible with the MMS as described in Section 19.6.9 and inventory control process and procedures and an updated list of vendors for equipment and maintenance services.
- I) Current versions and procedures, functionality, software maintenance requirements and access protocols for all specialist software employed by Developer in connection with the O&M Work including the Maintenance Management System (MMS).

19.6.3 O&M Work Deliverable Schedule

Developer shall include an O&M Work Deliverable Schedule with the applicable part of the MMP.

The O&M Work Deliverable Schedule shall include all principal Submittals in connection with O&M Work, in sufficient detail to monitor and evaluate activities including routine maintenance and interfaces with other projects, third parties and Governmental Entities.

For each activity in connection with a Submittal, Developer shall indicate: the duration (in Days) required to perform the activity, the anticipated beginning and completion date, the sequence of

performance and the logical dependencies and inter-relationships among the activities.

Developer shall assign the WBS structure consistently and uniformly among all similar activity types in the O&M Work Deliverable Schedule and shall develop the WBS with clearly identifiable linkage to the Schedule activities.

The O&M Work Deliverable Schedule shall include a listing of all Submittals as required by the Contract Documents. Submittal activity durations shall include specified durations for LA DOTD review and/or Approval.

With the exception of activities relating to Environmental Approvals by Governmental Entities, each O&M Work activity shall have duration of not more than 20 Days, and not less than one Day, except as otherwise approved by LA DOTD.

Developer shall update the approved O&M Work Deliverable Schedule to reflect the current status of the Project, including approved Change Orders or provide a notification of no change to the current schedule, as part of the monthly report. Each O&M Work Deliverable Schedule update shall accurately reflect all activities as of the effective date of the updated schedule and shall include a schedule narrative report which describes the status of the O&M Work in detail.

Developer shall submit a hardcopy of the schedule on full-size (11" x 17") color plot sheets, as well as an electronic version of the schedule in its native format for each submittal of the schedule along with a narrative.

19.6.4 Maintenance Document Management Plan

As part of the MMP, Developer shall establish and maintain a document management plan (the "O&M Work Document Management Plan") that includes an electronic document control system to store, catalog, and retrieve all O&M Records and other Project-related documents related to the O&M Work in a format compatible with Control Section and Log Mile System used by LA DOTD. Unless otherwise directed by LA DOTD, record retention shall comply with the requirements of the LA DOTD Administrative Records Retention Schedule.

O&M Records (including records of inspections) shall be kept for the duration of Developer's responsibility for applicable O&M Work and shall be provided to LA DOTD at the expiry or earlier termination of the applicable O&M Work as shown on Table 19-1.

19.6.5 Communications Plan

As part of the MMP, Developer shall submit a comprehensive communications plan ("O&M Work Communications Plan") to LA DOTD for Approval that is consistent with and expands upon the preliminary communications plan submitted with the Proposal.

The O&M Work Communications Plan shall describe the processes and procedures for communication of Project information between the Developer's organization, LA DOTD, Governmental Entities and other agencies having jurisdiction over transportation facilities adjacent to the Project Limits, and shall describe how the Developer's organization will respond to

unexpected requests for information, communicate changes or revisions to necessary Developer personnel.

Refer to Section 3, Public Information and Communication and Section 17, Maintenance of Traffic for additional requirements.

Developer shall maintain and update the O&M Work Communications Plan during the Term.

19.6.6 Maintenance Safety Plan

As part of the MMP, Developer shall submit to LA DOTD for Approval a comprehensive safety plan (“Maintenance Safety Plan”) that is consistent with and expands upon the preliminary Safety and Health Plan submitted with the Proposal. The Maintenance Safety Plan shall fully describe the Developer’s policies, plans, training programs, and work site controls to ensure the health and safety of personnel involved in the O&M Work and the general public affected by the Project during the O&M Work.

Developer’s Maintenance Safety Plan shall address procedures for immediately notifying LA DOTD of all Incidents arising out of or in connection with the performance of the O&M Work, whether on or adjacent to the Project.

An O&M Work safety manager shall be assigned to the project. This position will not be considered Key Personnel. The O&M Work safety manager shall be responsible for carrying out the Developer’s safety plan and all safety-related activities related to the O&M Work, including training and enforcement of safety operations. The safety manager shall have the authority to stop all work on the Project. Upon LA DOTD’s Approval, this position may be fulfilled by another employee of the Developer if the employee meets all qualification requirements and can be available on site to the extent needed to perform the level of oversight deemed necessary for the O&M Work being performed. Requirements include:

- A) Roadway construction and safety enforcement experience;
- B) Safety management experience for a project of similar scope and complexity;
- C) Completion of the OSHA #500 course – Trainer Course in OSHA Standards for Construction;
- D) Training and current certification for CPR and First Aid; and
- E) Completion of the following training sponsored by an accredited agency:
 - a. Work zone traffic control
 - b. Flaggers in work zones.

19.6.7 Hazardous Materials Management Plan

As part of the MMP, Developer shall prepare a Hazardous Materials Management Plan (HM/WMP) for the safe handling, storage, treatment and/or disposal of Hazardous Materials during the O&M Work, whether encountered at or brought onto the Project site by the Developer,

encountered or brought onto the Project site by a third party, or otherwise, during the O&M Work.

The HM/WMP shall provide the identification and contact information for designated responsible individuals in the management of Hazardous Materials, include procedures compliant with all applicable Environmental Laws and include, at a minimum:

- A) Procedures for updating safety data sheets (SDS), per OSHA requirements, for all chemicals used on the Project for the term of the Agreement;
- B) Designated individuals responsible for implementation of the plan;
- C) Procedures for identifying and documenting potential contaminated sites which might impact Project development;
- D) Procedures for mitigation of known contaminated sites anticipated to impact construction
- E) Procedures for mitigation of unanticipated contaminated sites during the term of the Agreement;
- F) Procedures for developing a detailed Spill Response Plan for the term of the Agreement;
- G) Processes for training personnel for responding to and mitigating Incidents involving contamination or waste;
- H) Provisions for appropriate storage and disposal of all waste encountered or disposed of on the Project for the term of the Agreement;
- I) Provisions for a Hazardous Materials training module; Procedures for preparing an Investigative Work Plan (IWP) and Site Investigative Report (SIR) in the event that environmentally sensitive materials are discovered during the O&M Work.
- J) Identification and contact information for designated responsible individuals.

The HM/WMP shall include provisions for making all workers aware of the potential Hazardous Materials to which they may be exposed, limiting workers' exposure to Hazardous Materials with appropriate administrative and engineering controls, and providing all necessary personal protection equipment to protect workers from exposure. The HM/WMP shall require Developer to provide any personnel from other organizations who visit the Project in connection with the Work with the appropriate personal protection equipment.

The HM/WMP shall require that all personnel of Developer-Related Entities handling Hazardous Materials in connection with the Work be trained and certified at least to the minimum requirements established under the current guidelines of OSHA 1910.120 (HAZWOPER Training).

The HM/WMP shall include procedures for ensuring that all applicable certifications, licenses, authorizations and Governmental Approvals for Developer personnel handling Hazardous Materials are current and valid through the duration of the Work.

Developer shall submit the final HM/WMP to LA DOTD for review and approval. Approval of the plan by LA DOTD shall be a condition of commencement of construction work.

19.6.8 Environmental Compliance and Mitigation

Developer shall meet the environmental requirements of Section 4 of the Technical Provisions throughout the term of the Agreement.

19.6.9 Maintenance Management System

Developer shall implement a computer based Maintenance Management System (MMS), to record inventory, Defects, failures, repairs, routine maintenance activities and inspections performed.

The MMS shall include relevant Element information including but not limited to: location to a horizontal and vertical accuracy as further described below, using the posted reference marker number, Geographic Information System (GIS) data and control number for bridge class structures, asset description, date of installation, type of failure, date-time of failure, date-time of response to the site and date-time returned to service, preventive maintenance work, scheduled work, work repair code, time of failure, to time of repair.

In the MMS, the information for bridges shall include National Bridge Inventory (NBI) sheets. The MMS shall be fully populated and operational prior to Partial Acceptance and shall be kept updated and operational for the duration of the Agreement.

Developer shall record within the MMS all complaints/service requests and shall report weekly to LA DOTD, on a format approved by LA DOTD, information on any complaints or service requests received by the Developer. This information shall include:

- A) The date and time of the complaint;
- B) The location and nature of the problem;
- C) Injuries and police involvement, including agency, name and badge number;
- D) Who made the complaint; and
- E) Date and action taken to address the complaint.

Developer shall record within the MMS all accidents/Incidents. Developer shall report in writing to LA DOTD, no later than the 15th of each calendar month on a format approved by LA DOTD, information from the previous month on any accident or Incident related to O&M Work being performed by Developer or within a work zone, including:

- A) accidents involving Developer or any Subcontractor personnel, equipment, barricades or tools;
- B) traffic accidents within the limits or in the vicinity of any O&M Work being performed by Developer or any Subcontractors;
- C) accidents related to shipping within the Project Limits;
- D) releases of Hazardous Materials;
- E) any accident involving Developer or Users that causes damage to any Project appurtenance, structure, improvement or fixture; and
- F) with respect to any accident/Incident, the information provided shall include as a minimum:

- a. The date and time of the accident/Incident;
- b. The location of the problem;
- c. The nature of the problem;
- d. All parties involved in the Incident, including names, addresses, telephone numbers and their involvement (including witnesses);
- e. Responsible party and insurance information;
- f. Action taken to address the Incident; and
- g. Documentation of traffic control in place at location.

The MMS shall be capable of reporting system performance on a geographical basis to demonstrate compliance with operational and routine maintenance requirements. The MMS shall incorporate a Geographical Information System (GIS), which shall use the same database engine as the MMS and shall use the MMS for display of physical Element information. When an Element is constructed, installed, maintained, inspected, modified, replaced or removed, Developer shall update the MMS within three days of completion of such work. Defects shall be recorded on the MMS within 24 hours of coming to the attention of Developer. All other recording requirements shall be recorded on the MMS within 15 days of completion or occurrence of the relevant activity.

The MMS shall be fully populated and operational prior to the commencement of O&M Work and kept updated and operational for the duration of the Term. Developer shall provide equipment, facilities and training necessary to permit remote, real-time, dedicated high-speed web enabled and password protected secure access to the MMS for up to two simultaneous LA DOTD employees. All records entered into the MMS in relation to the Project shall be maintained and preserved during the Term. At LA DOTD's sole discretion, Developer shall deliver the MMS and everything required for its operation to LA DOTD, or shall deliver all electronic data kept in the MMS during the Term, in relation to the Project, in a format compatible with the LA DOTD's, or other entity's, MMS in use at the end of the Term.

19.7 O&M Work Quality Management Plan

19.7.1 General Requirements

As part of the MMP and within the time periods set forth in Table 19-4 for the relevant part of the MMP, Developer shall submit a quality management plan (“O&M Work QMP”) to LA DOTD for Approval that is consistent with and expands upon the preliminary Quality Management Plan submitted with the Proposal and complies with the requirements of Section 2.3 (Quality Management Plan). The O&M Work QMP shall contain processes and procedures to validate the completeness and accuracy of data, reports, and other information in connection with the O&M Work, to verify compliance with the Technical Provisions, to record and act upon nonconformances and to establish revised processes and procedures that will prevent recurrence of nonconformances and ensure continuous improvement in the performance of the O&M Work.

19.7.2 Quality Management of Rehabilitation Work

Rehabilitation Work shall be conducted in compliance with the Design Quality Management Plan (QMP) described in Section 2.3.9 and the Construction Quality Management Plan (CQMP) described in Section 2.3.11. If Rehabilitation Work is of a nature that in LA DOTD's sole discretion requires independent construction quality acceptance, the Developer shall employ an independent organization having the appropriate qualifications to fulfill the duties assigned to the CQCF.

19.7.3 O&M Work QMP Requirements

The O&M Work QMP shall contain:

- A) processes and procedures to verify Developer's compliance with the Performance Requirements including frequency of checks / audits and assignment of responsibility for performing;
- B) processes and procedures to validate the accuracy of all O&M Records including frequency of checks / audits and assignment of responsibility for performing;
- C) assignment of responsibility for daily field inspections of completed O&M Work and for preparing daily reports to document all inspections performed; and
- D) O&M quality management organization and staffing plan showing the period of time that each quality management staff member will be present on the site, the resumes of the Key Personnel and the experience/knowledge/skill levels required for the quality management support staff.

Developer shall make all quality records available to LA DOTD for review upon LA DOTD's request and shall submit to LA DOTD the results of all internal audits within seven Days of their completion.

Maintenance QC Manager shall be responsible to see the methods and procedures contained in approved O&M Work QMP are implemented and followed by Developer and subcontractors in the performance of the O&M Work.

19.8 Maintenance Transition Plan

No later than 60 days prior to the expiry of the Term or any parts of the O&M Work for which Developer is responsible, or upon earlier termination, Developer shall submit a comprehensive Maintenance Transition Plan to LA DOTD which includes the following items:

- A) Maintenance transition punch list;
- B) List and status of equipment Warranties;
- C) Vendors' test reports;
- D) Developer's test reports;
- E) As-built drawings for Rehabilitation Work;
- F) O&M Records (including National Bridge Inspection Standard (NBIS) records);

- G) Copies of Warranty and service contracts; and
- H) List of spare parts purchased as part of the O&M Work.

Developer shall coordinate the identification of maintenance transition punch list items required to be completed by Developer prior to maintenance transfer. Maintenance transition punch list shall include (a) estimated completion dates, (b) responsible Party(s), and (c) items that must be completed prior to maintenance transfer. Developer shall be responsible to prepare (in conjunction with LA DOTD), administer and complete all items on the Maintenance Transition punch list to the satisfaction of LA DOTD prior to the transfer of maintenance responsibilities to LA DOTD. Any spare parts intended for use in connection with the Project and in the possession of the Developer at the expiry of the Developer's responsibility for the relevant O&M Work shall be handed over to LA DOTD.

Developer shall coordinate with LA DOTD to achieve a smooth transition of O&M Work from and to LA DOTD.

19.9 Inspections

19.9.1 General Inspections

Developer shall establish inspection procedures and frequency as well as a plan to implement a program of inspections necessary for the O&M Work and shall show all such inspections within the O&M Work Deliverable Schedule.

Inspection procedures shall:

- A) verify the continuing safety of the Project for Users;
- B) prioritize the necessary inspections to promptly identify and record Category 1 Defects;
- C) ensure that all Category 1 Defects are identified and repaired such that the hazard to Users is mitigated within the period given in the column entitled "Category 1 Hazard Mitigation" in the Performance and Measurement Table;
- D) ensure that all Category 1 Defects are identified and permanently remedied within the period given in the column entitled "Category 1 Permanent Remedy" in the Performance and Measurement Table;
- E) identify Category 2 Defects to be included for repair either within Developer's annually recurring highway routine maintenance and repair program or as Rehabilitation Work;
- F) ensure that all Category 2 Defects are identified and permanently repaired within the period given in the column entitled "Category 2 Permanent Repair" in the Performance and Measurement Table;
- G) respond to reports or complaints received from Customer Groups;
- H) take into account and adjust for Incidents and Emergencies affecting the Project; and
- I) take into consideration data to monitor performance of the Project and to establish priorities for future routine maintenance operations and Rehabilitation Work.

In performing inspections to identify Category 1 and Category 2 Defects, Developer shall, for any Element, conform at a minimum to the inspection standards set forth for that Element in the column entitled “Inspection and Measurement Method” on the Performance and Measurement Table. Developer shall employ only trained personnel for the purpose of such inspections, capable of accurately categorizing and recording Defects in accordance with the requirements of Section 19.4.4.

Developer shall perform General Inspections in accordance with the MMP so that the repairs of all Defects are included in planned programs of work.

Developer shall record details of the manner of inspection (e.g., center Lane Closure or shoulder), the weather conditions and any other unusual features of the inspection, on O&M Records in respect of General Inspections.

19.9.2 Specialist Inspections

Developer shall ensure that personnel performing inspections are certified as inspectors and/or raters in accordance with LA DOTD’s pavement distress rating program or applicable certifying agency for the type of inspection being performed. Inspections, reviews, and testing performed in respect of O&M Work shall only be performed by personnel with appropriate training and qualifications, using appropriate equipment that is accurately calibrated and maintained in good operating condition at an AMRL (AASHTO R18, “Establishing and Implementing a Quality System for Construction Materials Testing Laboratories”) accredited facility, or at a facility with comparable certification (e.g., ISO 17025, “General requirements for the competence of testing and Calibration laboratories”).

Developer shall undertake Specialist Inspections for Elements listed in Table 19-5 and shall include the inspection results as O&M Records.

Table 19-5 – Specialist Inspections by Developer

Element	Specialist Inspection by Developer
All Elements in Element Category ‘Roadway’ in the Performance and Measurement Table	Annual survey of pavement condition for all main lanes, ramps, and frontage roads within the Project Limits, undertaken using automated condition survey equipment to measure all necessary criteria including: ruts, skid resistance and ride quality according to the inspection and measurement methods set forth in Attachment 19-1. Developer shall perform all inspections and provide all data including distress types as required by LA DOTD’s Pavement Management Information System Rater’s Manual.

All Elements in Element Category ‘Structures’ in the Performance and Measurement Table	Inspections* and load rating calculations at the frequency specified in the Contract Documents. An updated load rating will only be needed if the structural system changes.
Pavement Markings for all lane lines, edge lines, centerline/no passing barrier-line	Annual Mobile Retroreflectivity Data Collection.

* Excludes routine biennial inspections of the New Belle Chasse Bridge

19.9.3 Routine Biennial Inspections of New Belle Chasse Bridge

In addition to inspections being performed by Developer, LA DOTD will conduct routine biennial inspections of the New Belle Chasse Bridge in compliance with the latest FHWA / NBIS and LA DOTD requirements. The results of all routine biennial inspections will be made available to Developer upon their completion.

Using the results of the routine biennial inspections and other available sources, Developer shall determine the condition of all Elements of the New Belle Chasse Bridge and shall identify structural and non-structural deficiencies. Developer shall not rely upon LA DOTD for inspections or information required for performance of the O&M Work.

No later than 90 days after receipt of the routine biennial inspection, Developer shall prepare a condition survey report for LA DOTD’s Approval that provides details of all recommended repairs for each Element, using the definitions of condition and terminology as defined in the MMS and the original contract drawings identification system.

19.9.4 Special Bridge Inspections

Special Bridge Inspections are defined as inspections of Elements for which testing, special tools or equipment is necessary. Developer shall identify the need for Special Bridge Inspections following its receipt of the routine biennial inspection report, or when non-typical conditions of any bridge Element or system are identified. This shall include whenever a Defect or structural condition exists which may give rise to a structural failure, or whenever a structural condition exists or is suspected which, by reason of loading, deflection, allowable stress or other factor, may have invalidated or exceeded the original design basis of any Element. Developer shall be responsible for the performance of Special Bridge Inspections whenever Elements cannot be fully inspected by other methods of inspection contemplated for the routine biennial inspections. Developer shall submit results of all Special Inspections to LA DOTD within thirty (30) days of completion.

19.9.5 Developer Performance Inspections

Developer shall undertake Performance Inspections of Performance Sections randomly selected by LA DOTD for audit purposes at least once every six months. Performance Sections shall consist of all travel lanes including mainlanes, shoulders, ramps and frontage roads operating in one direction over a length of approximately 0.1 mile, together with all Elements of the Project within the Project Limits associated with the 0.1 mile length of roadway.

Developer shall establish Performance Sections referenced to the Louisiana control section and log mile system. Developer shall establish and prepare plans identifying the Performance Sections. The plans shall identify the boundaries of each Performance Section and shall cross reference to an inventory describing each Element within the Project Limits contained within each Performance Section. Developer shall submit and update these plans with the applicable part of the MMP.

For the New Belle Chasse Bridge, one Performance Section shall be subject to Performance Inspection every six months. Developer shall assess the condition of each Element using the inspection and measurement method set forth in the column entitled “Inspection and Measurement Method” in the Performance and Measurement Table.

Developer shall create a new O&M Record for each Element physically inspected in accordance with the column entitled “Measurement Record” on the Performance and Measurement Table. Performance Inspections shall be undertaken to a schedule agreed with LA DOTD. LA DOTD shall be given the opportunity by seven days’ notice, to accompany Developer when it undertakes the physical inspections associated with the Performance Inspections.

19.10 Operational Services

19.10.1 Operational Services General

This Section 19.10 sets forth Developer requirements for operational services which are part of the O&M Work. As part of the MMP, Developer shall prepare an Operations Management Plan (OMP) which shall include Developer’s approach and procedures for:

- A) Employment and training of competent personnel to carry out all aspects of the OMP;
- B) Monitoring operational performance of the Project;
- C) Incident response, management and reporting;
- D) Traffic operations restrictions, including ensuring compliance with periods of lane closure restrictions;
- E) Standard operating and communication procedures for Emergency preparation, response, and
- F) recovery, including impacts from extreme weather conditions;
- G) Planning and coordination with all affected Governmental Entities, including Emergency Services;
- H) Analysis of vehicular accident patterns to identify safety issues and implement cost effective solutions to maximize safety;
- I) Corridor management including coordination of activities of other entities with interests within the Project Limits and related transportation facilities;
- J) Coordination with LA DOTD and other entities during ITS integration and ITS operations;
- K) Liaison with any Traffic Management Centers that LA DOTD or other entities may establish
- L) Patrolling the Project;

- M) Coordinating policing of the Project; and
- N) Prompt investigation of reports or complaints received from all sources.

19.10.2 Metered Utility Consumption Costs

Developer shall be responsible for all metered electricity consumption costs for all facilities and equipment associated with the Project within the Project Limits.

Developer is responsible for all other metered consumption costs charged by utilities in connection with the O&M Work, including any such costs to operate Developer's maintenance facility, office facilities, or other similar facilities under Developer's control during construction and throughout the period for which Developer is responsible for O&M Work.

19.10.3 Incident Detection and Response Compliance

When Developer is made aware of an Incident within the Project Limits by LA DOTD, a Governmental Entity or the Emergency Services or when Developer becomes aware of an Incident through its own forces, Developer shall respond to the Incident and provide assistance to Emergency Services and appropriate Governmental Entities to protect the safety of Users. This shall include response on short notice to attend the site of Incidents such as accidents, highway spills, disabled vehicles and other miscellaneous events affecting the flow of traffic, and the removal and disposal of debris from the highway lanes and shoulders including any object that is not normally intended to be on the roadway and may create hazardous conditions for Users such as vehicle cargo, tires, tire debris, vehicle parts, animals; or other objects that may affect amenity of the roadway or impact normal driving.

When Developer is aware of an Incident within the Project Limits, Developer shall be responsible for proceeding to the Incident site to secure the site and shall provide assistance as required by LA DOTD, the applicable Governmental Entity or the Emergency Services. Developer shall take all action required to keep Users, adjacent landowner(s), and Developer's staff safe.

Developer shall detect and respond to all traffic- or roadway-related Incidents within the Project Limits within the time period specified in the applicable Performance and Measurement Table. The time period for Incident response shall commence when Developer becomes aware of an Incident and shall end when Developer has completed the appropriate response steps for the Incident, as detailed by the Incident response procedures contained in the MMP. These steps shall include all required notifications, traffic, and facility control systems activations and the arrival on the scene of the Incident of appropriate equipment and personnel from Developer's field response team. Developer shall log and record the sequence of all actions taken in response to the Incident.

Failure by Developer to comply with the requirements of this Section 19.10.3 or with the Incident response protocols in the MMP shall be a Category 1 Defect (Hazard Mitigation).

19.10.4 Roadway Reopening Time Policy Compliance

For any Incident or Emergency within the Project Limits that requires Developer's action to reopen lane(s), Developer shall be required to reopen the lane(s) within the time period specified in the

applicable Performance and Measurement Table, after the Emergency Services has returned operational control to Developer.

As a minimum, Developer shall provide the following equipment to attend at Incidents and Emergencies:

- A) A support vehicle equipped with traffic control devices to provide a temporary lane closure at the site of the Incident/Emergency;
- B) Equipment to enable the inspection of Elements that may have been damaged during the Incident/Emergency;
- C) Equipment for collection, containment and transportation of hazardous material; and
- D) Equipment for heavy towing where the Incident/Emergency involves a vehicle larger than a family sized car.

Where heavy towing is required, Developer shall cause the attendance at the site of the Incident of personnel having previous experience and knowledge in working with heavy duty towing and recovery efforts and who are proficient and trained in the safe use of the equipment.

Refer to the Performance and Measurement Table for response times where Emergencies or Incidents within the Project Limits require heavy towing equipment to be mobilized by Developer.

19.10.5 Incident Management Plan

Developer shall prepare an Incident Management Plan (IMP) as part of the MMP.

The IMP shall contain Developer's approach, training requirements, staffing requirements and procedures for response to Incidents and Emergencies, and shall include protocols, procedures, and guidelines to mitigate the impacts, and respond to and recover from all such events. Developer shall prepare the IMP and its subcomponents in coordination with and including input from LA DOTD, Emergency Services, owners of related transportation facilities and applicable Governmental Entities. The IMP shall be updated as necessary to include procedures and protocols for addressing Incidents and Emergencies after Partial Acceptance.

The IMP shall include:

- A) Procedures to identify Incidents and notify Emergency Services providers and establish traffic control for Incident management activities in a timely manner;
- B) Procedures for removal of stalled, broken down, wrecked or otherwise incapacitated vehicles from the travel lane, including coordination with Emergency Services/law enforcement;
- C) Procedures to provide the required response times by Developer and all measures to be instituted by Developer to clear the Incident and return lane availability within the specified period of arriving at the Incident site;

- D) Procedures for cleanup of debris, oil, broken glass, etc. and other such objects foreign to the roadway surface;
- E) Procedures to communicate IMP information to Developer's public information personnel and notify the public of traffic issues related to Incidents;
- F) Descriptions of contact methods, personnel available, and response times for any Emergency condition requiring attention during off-hours;
- G) Procedures to improve processes and procedures after incidents have occurred to improve the process, response time and roles and responsibilities.
- H) Procedures to mobilize qualified bridge engineers and evaluate structural damage to structures due to an incident or an emergency.

19.10.6 Policing

Developer shall coordinate Project policing requirements with the appropriate law enforcement agencies to provide a level of policing consistent with that provided on other similar facilities. Should Developer require additional policing over and above this level, Developer shall be responsible for negotiating this additional service at no additional cost to LA DOTD.

19.10.7 Response to Adverse Weather

Developer shall report highway and weather conditions to LA DOTD every morning by 8:15 a.m. and update the information as needed to LA DOTD and include this information on the Project website as described in Section 3.2.6.

The following types of information are to be reported:

- A) Highway conditions which close travel in one direction for more than four hours or create hazardous travel including construction or routine maintenance sites, roadway or right of way damage, major accidents or hazardous spills; and
- B) Weather-related events which may cause unsafe driving conditions such as ice, sleet, snow, floods, or high winds.

All hazardous weather conditions shall be assessed as a Category 1 Defect (Hazard Mitigation) and shall be addressed immediately by Developer upon detection or upon being informed of the condition(s). Developer shall use available resources to assess weather conditions and make decisions and direct actions that maintain the roadway in as safe as possible a condition during winter events. Developer shall use the full complement of available resources to keep the roadway as safe as possible throughout winter events.

Develop SWEP in accordance with Section 18.6.3.

19.10.8 Oversize / Overweight Permits

Throughout the term of the Agreement, the Developer shall observe all road and bridge legal load

restrictions when hauling equipment or materials on public roads beyond project limits. A special permit does not decrease the Developer’s liability for damage. Except for equipment specified in the contract, Developer shall obtain LA DOTD written permission to exceed legal road limits within the project limits. Operating equipment or hauling loads that may damage structures, roadway, or any construction is prohibited.

LA DOTD will be responsible for analyzing and approving oversize and overweight permits passing through the Project Limits. See Table 19-6 for permit vehicles which will be allowed to pass through the Project Limits during Work. Developer shall reasonably accommodate all oversize and overweight permits throughout the term of the Agreement.

Table 19-6 – Allowed Oversize / Overweight Permit Vehicles

Permit Type Classification	Permit Vehicles Allowed Prior to Partial Acceptance	Permitting Responsibility After to Partial Acceptance
Overload - Annual	Yes	Yes
Overload – Single-Trip	Yes	Yes
Superload	No	Yes

To facilitate the permitting of oversize and overweight vehicles prior to Partial Acceptance, the Developer shall provide a complete structural impact analysis of the existing vertical lift span bridge prepared by a professional civil engineer registered in Louisiana to verify that the existing structure and/or foundation can withstand any dead, live and wind loads imposed without causing overstress, or compromising the structural integrity of the structure and/or foundation. In any such analysis, live loads on structures and/or foundations shall include Louisiana legal highway loads or special permitted loads as specified in the BDEM.

If vehicular traffic will be placed on the new Belle Chasse bridge prior to Partial Acceptance, the Developer will be required to provide a structural analysis accounting for operations, equipment or material loading, that could compromise the structural integrity of the new structure and/or foundation. This evaluation shall include loading from traffic on the bridge, construction loads and the dead loading of the bridge.

Prior to Partial Acceptance, Developer shall receive no compensation for passage of permitted vehicles through the Project Limits; however, after Partial Acceptance, Developer may charge tolls according to established tolling rates. The LA DOTD will provide reasonable notification to Developer in advance of known permit vehicle crossings through the Project Limits during the term of the Agreement.

19.11 Traffic Control for O&M Work

Traffic control for O&M Work shall be governed by Section 17.3.1.

19.11.1 Public Information and Communications

It is vital to the success of the O&M Work that LA DOTD and the Developer gain and maintain

public support. The public will better support LA DOTD and the Developer if they are kept abreast of Project information in a timely manner, are notified in advance of potential impacts, have an opportunity to identify issues and recommend solutions, receive timely and appropriate feedback from the Developer, and perceive a high quality, well executed communications plan for keeping them informed, engaged, and educated.

Developer shall provide information within 24 hours of a request by LA DOTD, such that LA DOTD may communicate such information to interested parties.

Developer shall meet the requirements of Section 3 of the Technical Provisions during the performance of Rehabilitation Work activities.

19.12 Reporting Requirements

19.12.1 Reporting and Books and Records

Developer shall, in accordance with Section 19.12.3 of the Agreement, deliver a quarterly Operations Report to LA DOTD for its records, all in accordance with the Contract Documents and quality management system. LA DOTD will perform audits of work throughout O&M After Final Acceptance using sources such as logs, activities, and the recordkeeping efforts of Developer to ensure compliance. The Operations Report shall include a high-level summary of Lane Closures. The report shall also include, in an organized and readable format, all of the supporting information and detailed data necessary to confirm the occurrence of any Lane Closures and any Defects or other occurrences.

19.12.2 Quarterly Maintenance Work Report

The Routine Maintenance Work Report shall identify all of the Planned Routine Maintenance and Rehabilitation Work for the period, the actual Work performed for the period, and confirmation that all Work performed was in compliance with the MMP. The Routine Maintenance Work Report shall be submitted quarterly and shall be broken down for each month of the quarter.

Routine Maintenance Work Report shall include the following data and information:

- A) Summary of the Planned Routine Maintenance and Rehabilitation Work for each month of the quarter.
- B) Summary of the Planned Routine Maintenance and Rehabilitation Work performed and completed for the month.
- C) Summary of the Planned Routine Maintenance and Rehabilitation Work that was not completed for the month. This report shall include reasons for not performing any Planned Routine Maintenance or Rehabilitation Work when it was originally scheduled.
- D) Summary of the maintenance activities performed for the month beyond the Planned Routine Maintenance and Rehabilitation Work, such as unplanned maintenance and repairs.

- E) Detailed results of all Planned Routine Maintenance and Rehabilitation Work and other maintenance work that was performed during the month.
- F) Summary of Planned Routine Maintenance Closures for the coming month. This report shall include details describing the location, duration, and reason of each.
- G) Detailed results of all inspections, assessments, and testing activities, including the procedures, forms, etc.
- H) Equipment Out-of-Service Report. This report shall list all traffic control and traffic surveillance, mechanical, and electrical equipment that was not functional at some time during the month and include data such as durations, reasons, and cross-references to any events or Incidents that may be related to the out-of-service equipment.
- I) Quality assurance review of all maintenance personnel actions, lessons learned, etc.
- J) Summary of staff and hours worked for the month.
- K) A listing of all assets in the operation and maintenance program, including individual equipment and assets, with a summary of all of the maintenance activities performed during the month and the complete history of maintenance for the asset as reported by the MMS.

19.12.3 Quarterly Operations Report

The quarterly Operations Report shall identify all of the Defects, Incidents, accidents, Incident response times, operations logs, service requests, severe weather Incidents, and security Incidents that occur over the preceding quarter. The reports shall include a system for referencing each activity/event and the time and date of commencement and date of resolution.

Quarterly Operations Report shall include the following data and information:

- A) Summary of the status of all parts of the Project for which Developer is responsible for O&M Work for the month identifying all Lane Closures.
- B) Non-Conformance Reports: For each Defect, the report shall identify the location, the nature and cause of the Defect and the steps that will be, or have been, taken to address the Defect.
- C) O&M Contractor event log data, including all operator actions and event details for traffic and systems events, Incidents, security Incidents, weather Incidents, and the details of Developer's Incident response, including response time data, response records, etc.
- D) Developer's Incident response logs, including a time-based report of all actions and activities performed by Developer.
- E) Quality assurance review of the O&M Contractor actions and lessons learned where appropriate.
- F) Summary of staff and hours worked for the month.
- G) Summary of anticipated Lane Closures and Planned Routine Maintenance hours for the coming month. This report shall include details describing the location, duration, and reason of each.

19.12.4 Annual Report

Developer shall submit an annual report to LA DOTD by each anniversary of the commencement of O&M Work. This annual report shall include the following elements:

- A) A description of the O&M Work performed versus the planned goals established in the MMP, as well as Corrective Actions and measures to be taken in the ensuing year to ensure that any shortcomings are corrected;
- B) An assessment of compliance with the traffic control requirements and limitations and the TCPs, as well as any corrective measures taken to correct any breach or violation of such requirements and limitations and any corrective measures necessary to prevent such future breach or violation of such requirement and limitations;
- C) A report of the quality inspections and tests performed, the results of such inspections and tests, and occurrences and the measures taken to correct Nonconforming Work.

19.13 Handback Requirements

19.13.1 General

Developer shall cause the New Belle Chasse Bridge and the Roadway Section to meet the requirements of this Section 19.13 so that, at the Termination Date, the specified Residual Life for each applicable Element shall be met or exceeded. Rehabilitation Work as identified in the initial Handback Inspection (see Section 19.13.4 below) to enable any Element to meet or exceed the minimum Residual Life specified in this Section 19.13 shall be completed no later than 18 months before the end of the Term.

19.13.2 Handback Plan

Developer shall prepare a Handback Plan that contains the methodologies and activities to be undertaken or employed to meet the Handback Requirements at the end of the Term. The Handback Plan shall be presented in two parts: (a) for the New Belle Chasse Bridge and (b) for the Roadway Section. Developer shall submit the Handback Plan, including a Residual Life Methodology plan, to LA DOTD for review and Approval at least 60 months before the end of the Term.

Residual Life Requirements, defining the number of years of Residual Life for each Element at the end of the Term are as follows:

- A) For the New Belle Chasse Bridge, as shown on Table 19-7
- B) For the Roadway Section as shown on Table 19-8

For any Element of the Project for which a “Required Final Residual Life” is not specified in Table 19-7 or Table 19-8, the required Residual Life for the Element shall equal the documented Useful Life of the Element or five (5) years, whichever is less.

Developer shall perform an initial, an intermediate, and a final Residual Life Inspection that covers all physical Elements within the Project as noted below. Within thirty (30) Days following performance of each Residual Life Inspection, Developer shall submit to LA DOTD the findings of the inspection, Residual Life test results and Residual Life calculations.

The Handback Plan shall contain the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback for all Elements of the Project (the “Residual Life Methodology”). The scope of any Residual Life testing shall be included, together with a list of all independent Residual Life testing organizations, proposed by Developer. These organizations shall be on LA DOTD’s approved list at the time the testing is performed, as well as during the preparation of the Handback Plan, have third party quality certification, and be financially independent of Developer and not be an Affiliate of Developer.

LA DOTD’s Approval of the Residual Life Methodology, including the scope and schedule of inspections, shall be required before commencement of Residual Life Inspections.

Developer shall perform all Work necessary to meet or exceed the Residual Life requirements contained in Tables 19-7 and 19-8 by the time of Handback of the Project to LA DOTD.

At the end of the Term, Developer shall certify in writing to LA DOTD that all physical Elements of the Project meet or exceed their respective Residual Life requirements defined in the Agreement.

19.13.3 Residual Life Inspections

Developer shall perform Residual Life Inspections and testing with appropriate coverage such that the results are representative of the whole Project. LA DOTD shall be given the opportunity to witness any of the inspections and/or tests. Developer shall deliver to LA DOTD, within ten days after it is created, the output data arising from any testing and any interpretation thereof made by the testers.

Between sixty-three (63) and sixty (60) months prior to the end of the Term, Developer shall perform an initial Residual Life Inspection (the Initial Inspection), including all Elements set forth in the Residual Life Requirements.

Between twenty-one (21) and eighteen (18) months before the end of the Term, Developer shall perform an intermediate Residual Life Inspection (the Intermediate Inspection) including all Elements within the Project, regardless of whether Developer has undertaken Rehabilitation Work for a particular Element in the period since the Initial Inspection.

Between ninety (90) and thirty (30) days before the end of the Term, Developer shall perform a final Residual Life Inspection (the Final Inspection) including all Elements within the Project, regardless of whether Developer has undertaken Rehabilitation Work for a particular Element in the period since the Initial Inspection.

For Specialist Inspections, Developer shall provide, at the submittal of the Handback Plan, all individuals who will be performing the inspections for Handback, and shall demonstrate to LA

DOTD that these individuals have the skill, experience and certifications to perform the necessary inspections related to Handback.

Developer shall cause all Residual Life Inspections to be undertaken by independent engineers, testing facilities and specialists and shall, where applicable, select independent engineers, testing facilities and specialists from LA DOTD's list of engineering firms qualified for such work. Developer shall cause inspections to follow the latest inspection guidelines (at the time of inspection) issued by LA DOTD.

19.13.4 New Belle Chasse Bridge Structures Residual Life Inspection Requirements

Developer shall perform a hands-on inspection of all parts of each structure including items such as hidden or limited access components such as cables, bearings and expansion joints.

Developer shall undertake non-destructive testing appropriate to the type of structure and component to include:

- A) measurement of settlement/geometry;
- B) identification and measurement of de-lamination of concrete;
- C) measurement of chloride and carbonation profiles from surface to reinforcement and/or stressed tendon level; and
- D) the in-situ strength testing of concrete elements.

Developer shall include within inspection of steel structures testing necessary to determine the residual life of corrosion protection systems and, where necessary, the depth of corrosion and/or the measurement of remaining structural thickness for hidden and exposed parts. Developer shall test all lengths of welds for cracking at key areas of structural metalwork.

19.13.5 New Belle Chasse Bridge Residual Life Methodology Requirements for Structures

The Residual Life Methodology for structures shall:

- A) draw on historical asset maintenance and repair records, inspection and test histories for each structure;
- B) take account of the Authority and FHWA records of other structures with similar characteristics;
- C) include a load rating based on the original structural design calculations, the as-built drawings and the current condition of the structure as a result of specified inspections; and
- D) take account of any trends in asset deterioration to determine the rate of deterioration and to predict the future condition of individual elements and the entire structure.

19.13.6 New Belle Chasse Bridge Residual Life Inspection Requirements for Bridge Wearing Surface

Developer shall cause bridge wearing surface inspections to be undertaken by independent engineering and testing facilities. Developer shall provide a record of Residual Life in each lane and over the full length of the New Belle Chasse Bridge. Inspections shall be repeatable to a level of accuracy defined by the Residual Life Methodology Report and inspection contracts shall include a proportion of inspections to verify accuracy also defined by the Residual Life Methodology Report.

Bridge wearing surface inspections shall include tests necessary to demonstrate:

- A) integrity and ability to provide protection to the underlying structure;
- B) ride quality, skid resistance and rutting; and
- C) any additional testing required to determine Residual Life according to the type of wearing surface used.

19.13.7 Roadway Section Residual Life Pavement Inspections

Pavement inspections shall provide a continuous or near-continuous record of Residual Life in each lane. Where the inspection method does not provide a continuous record of Residual Life, the number of valid measurements in each measurement section shall be sufficient to give a statistically valid result. Inspections shall be repeatable to an agreed level of accuracy and inspection contracts shall include an agreed proportion of inspections to verify accuracy. Inspections shall include automated condition distress survey, ride quality, skid resistance, rutting and faulting and measurement of structural capacity of the pavement.

19.13.8 Roadway Section Residual Life Methodology

The Residual Life Methodology for road pavement shall take account of the thickness and stiffness of the pavement layers, the pavement loading history in equivalent standard axles as calculated from the traffic volume reports and the forecast traffic volumes, measured in equivalent standard axles. Residual Life calculation dates shall coincide with the Initial Inspection, Intermediate Inspection and Final Inspection and the calculation results together with supporting calculations shall be submitted to LA DOTD no later than 30 days following the relevant inspection date. Initial and intermediate pavement Residual Life calculations shall follow the principles set forth for the final pavement Residual Life calculation below and in all cases the analysis period shall be taken from the calculation date to 10 years following the end of the Term.

The final pavement Residual Life calculation shall be performed and the results and supporting calculations submitted to LA DOTD no later than 30 days before the end of the Term. At that time the structural capacity of each lane of the mainlane roadway shall be such that a rehabilitation design for 10 years of traffic loading starting as of the date of the end of the Term will require no more than a 2-inch overlay or equivalent treatment for the pavement type. The calculation method may assume that the 2-inch overlay is applied at any time over the ten years following the end of the Term. The 10-year traffic loading will be determined based on the volume and composition of traffic measured in the year prior to the date upon which the final calculation is undertaken. For the final calculation, the volume and composition of traffic shall be taken as constant (no further

growth) from the final calculation date to the end of the analysis period. Pavement strength testing and subsequent analysis to determine the structural capacity and the rehabilitation needed to meet the requirement above shall be completed by an independent consultant acceptable to both LA DOTD and Developer. Developer shall provide all traffic accommodation to allow pavement strength testing or other testing (either destructive or nondestructive), as required.

19.13.9 Roadway Section Residual Life Structures Inspections

Inspections shall follow the latest inspection guidelines (as they apply at the relevant date that the testing is undertaken) recognized by LA DOTD. A close examination shall be made of all parts of each structure. Non-destructive tests shall be undertaken appropriate to the type of structure. These shall include the measurement of chloride and carbonation profiles from surface to reinforcement and/or tendon level, half-cell potential and the in-situ strength testing of concrete elements. Testing of steel Structures shall include the depth of corrosion and/or the measurement of remaining structural thickness for hidden and exposed parts. All lengths of weld shall be tested for cracking at key areas of structural steelwork. Bridge deck inspections shall include, at a minimum, the identification and measurement of de-lamination in bridge decks by chain dragging or hammer sounding, the measurement of chloride and carbonation profiles from surface to reinforcement and/or tendon level, half-cell potential and the in-situ strength testing of concrete elements.

19.13.10 Roadway Section Residual Life Drainage Inspections

Residual Life inspection of storm sewer systems shall include closed circuit TV inspection of all buried pipe work. Inspection of stormwater management systems shall include all components such as ditches, stormwater basins and filters. Inspections of culverts shall include measurement of deformation.

19.13.11 O&M Work Schedule for Handback Requirements

The O&M Work Schedule for five years before Handback shall include, in addition to any other requirements specified in Contract Documents:

- A) Developer’s calculation of Residual Life for each Element calculated in accordance with the Residual Life Methodology and taking into account the results of the inspections set forth above.
- B) The estimated cost of the Rehabilitation Work for each Element at the end of its Residual Life.

Table 19-7 New Belle Chasse Bridge Residual Life at Handback (Years)

Ref.	Element	Residual Life at Handback (years)
1	Structures	

Ref.	Element	Residual Life at Handback (years)
	All Elements associated with foundations, substructures, superstructure framing system, and deck including: <ul style="list-style-type: none"> • Reinforced concrete • Pre-stressed concrete • Structural steel 	50
	Deck wearing surface	15
	Sign and lighting structures	50
	Corrosion protection for structural steel	10
	Expansion joints including any replaceable components of such joints	5
	Bearings	25
	Internal access ladders and platforms	35
	Pedestrian-Only Railings	35
	Railing	35
	Electrical and mechanical parts	5
	Lightning Protection System	5
	Navigational lighting	5
2	Drainage	
	Bridge deck drainage system including all components, scuppers, inlets, fittings, supports and appurtenances	25
	Underground storm systems including pipes, manholes, chambers	35
3	Markings and Delineators	
	Pavement markings	3
	Delineators	5
4	Guardrails and Barriers	
	Metal guardrail Concrete traffic barrier	10
5	Signs	
	Roadside traffic signs	5

Table 19-8 Roadway Section Residual Life at Handback (Years)

Ref.	Element	Residual Life at Handback (years)
1	Road Pavement	
	Mainlanes (structural capacity)	10
	Ramps / Direct Connectors (structural capacity)	10
	Frontage Roads (structural capacity)	10
2	Drainage	
	Underground storm systems including pipes, manholes, chambers	35
	Culverts / headwalls	35
	Underdrains, filter drains	15
	End treatments (inlet protections, aprons)	25
3	Markings and Delineators	
	Pavement markings	3
	Delineators	5
4	Guardrails and Barriers	
	Metal guardrail Concrete traffic barrier Pedestrian /bicycle railing	10
5	Signs	
	Roadside traffic signs	5

20.0 BICYCLE AND PEDESTRIAN FACILITIES

20.1 General Requirements

This Section 20 includes requirements with which Developer shall design and construct all bicycle and pedestrian facilities for the Project, if required. Developer shall ensure the bicycle and pedestrian facilities of this Project support LA DOTD's commitment to integrate bicycle and pedestrian travel into Project development. Developer shall coordinate the Elements of the Project with the existing and planned trails and other facilities of local and county administrations for pedestrians and cyclists as shown in Volume 2.

Developer shall ensure the bicycle and pedestrian facilities of the Project adhere to the following documents:

- A) *ADA Standards for Accessible Design*;
- B) Applicable portions of LA DOTD's *Design Policy Manual*;
- C) AASHTO's *Bicycle and Pedestrian Design Guidelines*; and
- D) FHWA's *Highway Design Handbook for Older Drivers and Pedestrians*.

20.2 Design Requirements

20.2.1 Bicycle Facilities

Developer's bicycle facilities shall be consistent with State, regional, and local bicycle and pedestrian plans, and shall accommodate proposed and existing bicycle paths and crossings, as well as on-street bicycle facilities as indicated in Section 20 of Volume 2. Developer shall coordinate their design with Governmental Entities' designs to ensure consistency of use with existing facilities and to accommodate proposed bicycle facilities. Developer shall design all bicycle facilities according to the LA DOTD - *Design Policy Manual*, Chapter 9, *AASHTO Guide for the Development of Bicycle Facilities, 4th Edition*, and the guidance documents listed in this section.

20.2.2 Pedestrian Facilities

Developer shall design, construct, and maintain sidewalks where sidewalks currently exist and where required by State or federal regulations. Sidewalks shall comply with the Title II provisions of the Americans with Disabilities Act (ADA) *Accessibility Standards*. Developer shall install pedestrian signals and curb ramps at all existing and proposed signalized intersections. All pedestrian facilities shall be designed to incorporate ambulatory, visibility, and auditory needs of all users. Developer shall provide a dedicated pedestrian facility on the bridge structure which crosses over the GIWW.

20.2.3 Final Design

Developer shall incorporate into the Final Design the following elements relating to bicycle and pedestrian facilities:

- A) Alignment, profile, cross-section, and materials;
- B) Points of connection to existing and proposed bicycle and pedestrian facilities, such as a connection to an existing or proposed multi-use trail, sidewalk, or bike lane on an adjacent facility;
- C) Signing, signalization, and pavement markings; and
- D) Methods of illumination, where applicable.

21.0 HIGHWAY AND BRIDGE LIGHTING

21.1 General Requirements

Lighting System shall consist of the following elements:

- A) Bridge Navigation Lights
- B) Bridge Aerial Beacons
- C) Highway Lighting System Infrastructure
- D) Existing Lighting System Modifications

It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within this Lighting Provision prior to proceeding with design and/or construction.

21.1.1 Standards

- A) LA DOTD "A Guide to Constructing, Operating, and Maintaining Highway Lighting Systems";
- B) LA DOTD Standard Plans, Standard Lighting Details, and Lighting Notes & Specifications;
- C) National Electrical Code (NEC);
- D) NFPA 70E, Standard for Electrical Safety in the Workplace;
- E) Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications;
- F) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals;
- G) UL, Underwriters Laboratories, Inc.
- H) NEMA, National Electrical Manufacturers Association;
- I) ANSI, American National Standards Institute;
- J) ASTM, American Society for Testing and Materials;
- K) FCC, Federal Communications Commission;
- L) OSHA, Occupational Safety and Health Administration;
- M) IBC/ASCE Wind Speed Map;
- N) FAA Federal Aviation Administration;
- O) Illumination Engineering Society Roadway Lighting (RP-8) & DG-1; and
- P) AASHTO "Roadway Lighting Design Guide".

21.1.2 References

- A) IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems (Green Book);
- B) IEEE Recommended Practice for Powering and Grounding Electronic Equipment (Emerald Book);
- C) IEEE Recommended Practice for Applying Low-Voltage Circuit Breakers Used in Industrial and Commercial Power Systems (Blue Book);
- D) LA DOTD Bridge Design and Evaluation Manual (BDEM); and
- E) SOARES Book on Grounding and Bonding, 10th Edition.

21.2 Design Requirements

21.2.1 General

The Developer's engineering, plans, specifications, and Operation & Maintenance Manuals shall be in accordance with this Specification. Lighting systems shall be designed to deliver a minimum of 25 years' service life. Final Plans shall be signed and sealed by a Licensed Professional Electrical Engineer registered in the State of Louisiana.

Developer shall ensure that lighting structures comply with Federal Aviation Administration (FAA) height restrictions. If FAA restrictions prohibit lighting structures from being placed in certain areas near an airport Project, the Developer shall find alternative ways of providing the required level of lighting.

21.2.2 Electrical Design

Maximum voltage drop shall not exceed 5% in relation to the service point. Loads for each service point are to be centrally controlled and system shall Fail On. Conductors downstream from the controller shall be energized only when controller turns lights on. Conduit fill shall be designed around a 25% capacity except in sections where National Electric Code allows for greater than 40% fill. Minimum bury depth of underground conduit shall be 36". Service and system voltage shall be single phase 480 volts center tapped. No system conductor shall be greater than 240 volts to ground. All ground mounted poles located within the AASHTO clear zone shall have LA DOTD standard electrical disconnect means such that no circuit is lost due to pole knock down and no energized electrical conductors are exposed.

21.2.3 Illumination Design

Illumination design shall be in accordance with the Standards and Guidelines listed in Section 21.1. The Developer shall minimize light trespass, glare shall not exceed AASHTO maximum. The Developer shall provide a photometric report for review and acceptance covering the entire system including new and existing lighting elements showing compliance prior to construction.

21.2.4 Equipment

Equipment shall be specified with a 25-year service life in mind, with the exclusion of normal

owner-serviceable parts such as lamps and ballasts. Electrical equipment is to be UL listed for the use. Contactors shall be NEMA rated with current capacity no less than two times the expected steady-state line current. All enclosures shall be rated to withstand weather conditions to a minimum of a NEMA 4X rating. Ground mount and structure mounted low mast luminaires shall be 3G vibration certified.

21.2.5 Bridge Navigation Lights

Design and provide navigation lighting system in accordance with Chapter 1, Volume 2, Section 1.4.4.6.2 of the BDEM. Navigation lighting system shall be accepted by the US Coast Guard prior to beginning construction.

21.2.6 Bridge Aerial Beacons

If required, design and provide aerial beacons in accordance with FAA requirements.

21.2.7 Highway Lighting System Infrastructure

The Developer shall design a comprehensive lighting system and construct lighting infrastructure, such as conduit, junction boxes, pole supports, and mounting blisters along the roadway and bridge within the project limits. Installation of light masts and fixtures for street lighting is not required in this scope of work. System shall be designed to interface with existing lighting systems

21.2.8 Existing Lighting System Modifications

The Developer shall prepare lighting studies that consider illumination levels, uniformity, and sources for the roadways, interchanges, and special areas including local roadway intersections, crosswalks, if impacted by the Project.

The Developer shall provide roadway lighting at any location of pre-existing lighting where the illumination will no longer meet standards or functionality due to modifications of the existing roads, bridges, alignment, and geometry, of this project. Should analysis show that upgrades are required to satisfy these lighting requirements, the Developer shall design and construct these improvements within the limits of the project where lighting is provided in accordance with this Specification.

21.3 Construction Requirements

Developer shall coordinate with the Utility Owner(s) and ensure power service is maintained and available for permanent lighting systems. Where the Work impacts existing lighting, Developer shall maintain the existing lighting as temporary lighting during construction and restore or replace in kind prior to Partial Acceptance.

The Developer shall contact Utility Owners regarding their specific required working clearance requirements.

The Developer shall affix an identification decal on each luminaire, ground box, and electrical

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service for inventory purposes and shall submit inventory information to LA DOTD in a LA DOTD- compatible format. This identification shall denote that these are property of the Developer and shall provide a contact phone number and address in the event of Emergency.

22.0 REFERENCE DOCUMENTS

The Reference Documents listed below are provided to the Developer for informational purposes only. These shall not to be considered Contract Documents. LA DOTD does not warrant or guarantee any information included within.

Existing Vertical Lift Bridge Reference Documents

- A) As-built Plans – includes bridge and approach roadway information
- B) Bridge Fabrication Drawings – includes structural and mechanical fabrication drawings of the bridge
- C) 2014 Underwater Inspection Report – includes underwater inspection documentation in the near vicinity of the bridge
- D) 2015 Routine Inspection – includes element level inspection forms of the bridge from the water/ground line up
- E) 2017 In-Depth Inspection - includes element level inspection forms and report of the bridge from the water/ground line up
- F) 2018 Paint Chip Sampling and Analysis Report – includes results of testing for heavy metals

Existing Tunnel Reference Documents

- A) As-built Plans – includes tunnel and approach roadway information
- B) Rehabilitation Plans – includes structural, electrical and mechanical tunnel rehabilitation plans; work completed in 2009
- C) 2015 Inspection and Repair Recommendations Report – includes inspection findings and structural, electrical and mechanical repair recommendations
- D) 2016 Underwater Inspection Report - includes underwater inspection documentation in the near vicinity of the tunnel
- E) 2017 Routine Inspection – included element level inspection forms of all visible elements

Tolling Reference Documents

- A) CUSIOP HUB ICP – Central U.S. Interoperability Hub Interface Control Document
- B) LA 1 CSC and Toll Plaza Diagrams
- C) LA 1 Toll Equipment Summary
- D) LA 1 2018 Toll Operations Daily Report
- E) LA 1 Traffic and Revenue History
- F) LA 1 CSC Activity History

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- G) LA 1 Tolling Operations History
- H) LA 1 Traffic and Revenue Forecasts
- I) LA 1 Toll Rates and Classifications
- J) CUSIOP Executed Agreement
- K) CUSIOP Executed Agreement – Amendment 1
- L) LA DOTD/NTTA Interlocal Agreement
- M) Latest LA 1 Traffic by Payment Type, Unaudited
- N) LA 1 CSC and Gantry Maintenance Costs
- O) LA 1 Call Volume and Account Information
- P) LA 1 Maintenance Agreement Contract
- Q) LA 1 Electric Bills
- R) Mississippi Motor Vehicle Records Disclosure Form
- S) LA 1 Official Statement Supplement for Bonds
- T) LA 1 Trust Indenture Agreement
- U) CCCD VPS to LA OMV Interface Control Document
- V) LA 1 Water Bills
- W) Standard Operating Procedure for LA 1 Tolls
- X) Standard Operating Procedure for LA 1 CSC
- Y) Standard Operating Procedure for LA 1 Violation Processing System
- Z) SE States Hub Interoperability Agreement
- AA) CUSIOP Executed Agreement – Amendment 2
- BB) Business Rules for Southern States Interoperability

Gulf Intracoastal Waterway (GIWW) Reference Documents

- A) Bathymetric Survey Results

GIWW Floodwall Reference Documents

- A) As-built Plans

Other Reference Documents

- A) Subsurface Utility Exploration Findings
- B) Soil Borings and Geotechnical Testing Report - INFORMATION TO BE PROVIDED FOR FINAL RFP

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- C) Belle Chasse Bridge and Tunnel Work Order Records (last 3 years) - includes work order information including notes, costs and location within near vicinity of project site

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ATTACHMENT 19-1: PERFORMANCE AND MEASUREMENT TABLE BASELINE AFTER PARTIAL ACCEPTANCE

ELEMENT CATEGORY	ELEMENT	PERFORMANCE REQUIREMENT	DEFECT REMEDY PERIOD			INSPECTION AND MEASUREMENT METHOD	MEASURE-MENT REF	MEASUREMENT RECORD	TARGET
			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanen t Remedy	Permanen t Repair				
1) ROADWAY									
<i>Unless stated otherwise, measurements shall be conducted using procedures, techniques, and measuring equipment consistent with LA DOTD Maintenance Standards.</i>									
1.1	Obstructions and debris	Roadway and clear zone free from obstructions and debris	2 hrs	NA	NA	Visual Inspection	1.1.1	Number of obstructions and debris	Nil
1.2	Pavement	All roadways have a smooth and quiet surface course (including bridge decks, covers, gratings, frames and boxes) with adequate skid resistance and free from Defects.	24 hrs	28 days	6 months	a) Ruts – Mainlanes, shoulders & ramps Depth as measured using an automated device in compliance with LA DOTD Standards. 10ft straight edge used to measure rut depth for localized areas.	1.2.1	Percentage of wheel path length with ruts greater than 1/4" in depth in each Performance Section • Mainlanes, shoulders, and ramps - less than or equal to 3%	100%
							1.2.3	Depth of rut at any location greater than 1/2"	Nil
							1.2.4	For 100% of all Performance Sections measured excluding Performance Sections with bridge deck and/or bridge approach slab, average IRI is less than or equal to: • Mainlanes, ramps - 95" per mile • Frontage roads - 105" per mile	100%
							1.2.5	For 100% of all Performance Sections measured in localized areas, excluding bridge decks and the 100' length of pavement on either side of the bridge decks, maximum 1/8" variation of the pavement surface from the testing edge of the straightedge between any two straightedge contact points with the pavement surface.	100%
							1.2.6	For 100% of all Performance Sections that include a bridge deck and/or bridge approach slab, maximum 1/4" variation of the pavement surface from the testing edge of the straightedge between any two straightedge contact points with the pavement surface, measured at any location within the 100 feet length of pavement on either side of the bridge deck. For clarification, in addition to measurements in which both ends of the straightedge have contact points on pavement approach to structure, this measurement shall allow one contact point of the straightedge on the traveled surface supported by the structure and the other contact point on the pavement approach to the structure.	100%
							1.2.7	c) Longitudinal Cracking No unsealed longitudinal cracking in any Performance Section with a width greater than 1/8" (generally, can be seen while seated in the rating vehicle) at any point throughout the width of the pavement.	100%
							1.2.8	d) Transverse Cracking No unsealed transverse cracking in any Performance Section with a width greater than 1/8" (generally, can be seen while seated in the rating vehicle) at any point throughout the width of the pavement.	100%
							1.2.9	c) Failures Instances of failures exceeding the failure criteria set forth in LA DOTD standards including potholes, base failures, punchouts and jointed concrete pavement failures	Nil
							1.2.10	d) Edge drop-offs Physical measurement of edge drop-off level compared to adjacent surface	Nil
							1.2.11	Number of instances of edge drop-off greater than 2"	Nil
1.2	Pavement	Road users warned of potential skidding hazards	24 hrs	28 days	6 months	e) Skid resistance ASTM E 274 Standard Test Method for Skid Resistance Testing of Paved Surfaces at 50 MPH using a full scale smooth tire meeting the requirements of ASTM E 524	1.2.12	• Performance Sections with skid numbers for 0.5-mile section of mainlanes, shoulders and ramps exceeding 30 and for which investigations as to potential risk of skidding accidents and appropriate remedial actions have been taken.	100%

ATTACHMENT 19-1: PERFORMANCE AND MEASUREMENT TABLE BASELINE AFTER PARTIAL ACCEPTANCE

ELEMENT CATEGORY	ELEMENT	PERFORMANCE REQUIREMENT	DEFECT REMEDY PERIOD			INSPECTION AND MEASUREMENT METHOD	MEASURE-MENT REF	MEASUREMENT RECORD	TARGET
			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanen t Remedy	Permanen t Repair				
						1.2.13	Instances where road users are warned of a potential skidding hazard where corrective action is required.	100%	
1.3	Crossovers and other paved areas	Crossovers and other paved areas are free of Defects	24 hrs	28 days	6 months	a) Potholes	1.3.1	Number of potholes of low severity or higher	Nil
1.4	Joints in concrete	Joints in concrete paving are sealed and watertight Longitudinal joint separation is controlled	24 hrs	28 days	6 months	Visual inspection of joints	1.4.1	Length of unsealed joints greater than ¼"	Nil
						Measurement of joint width and level difference of two sides of joints	1.4.2	Joint width more than 1" or faulting more than ¼"	Nil
1.5	Curbs	Curbs are in good alignment and free of Defects	24 hrs	28 days	6 months	Visual inspection	1.5.1	Continuous curb lengths where more than 10% of the length has defects such as cracks and chips	Nil
						Physical measurement	1.5.2	Continuous curb lengths where more than 5% of the length has a separation exceeding 0.25" between curb face and adjacent roadway surface	Nil
						Survey and 10' straight edge	1.5.3	Continuous curb lengths where more than 5% of the length has either the top or face of curbs exceeding 0.5" from intended design alignment	Nil
1.6	Maintenance/Access Roads	Maintenance / access roads are free of Defects	24 hrs	28 days	6 months	Crown: Flat A shape or super-elevation with 4% cross slopes maintained to minimize ponding	1.6.1	Cross slope less than 3% or more than 6%	Nil
						Shoulder: Maintain slope away from the travel way and shoulder flush with travel way	1.6.2	Shoulder cross slope less than travel way cross slope; shoulder lower or higher than travel way	Nil
						Ditch: Maintain size and shape of ditch for proper drainage	1.6.3	Sides of ditches slumping or eroding, or obstructed by debris	Nil
						Ruts/potholes: Depth as measured using an automated device in compliance with LA DOTD standards	1.6.4	Depth of ruts or potholes at any location greater than 1"	Nil
						Subgrade: Identify and repair any subgrade failures	1.6.5	Locations where subgrade failure is evident	Nil
2) DRAINAGE									
2.1	Pipes and Channels	Each element of the drainage system is maintained in its proper function by cleaning, clearing and/or emptying as appropriate from the point at which water drains from the travel way to the outfall or drainage way.	24 hrs	28 days	6 months	Visual inspection supplemented by CCTV where required to inspect buried pipe work.	2.1.1	Length of pipe or channel in feet with less than 90% of cross sectional clear area, calculated as the arithmetic mean of the clear cross-sectional areas of individual 10 foot lengths of pipes and channels in each Performance Section.	Nil
2.2	Drainage treatment devices	Drainage treatment and balancing systems, flow and spillage control devices function correctly and their location and means of operation is recorded adequately to permit their correct operation on Emergency.	24 hrs	28 days	6 months	Visual inspection	2.2.1	Number of devices functioning correctly with means of operation displayed.	100%
2.3	Travel Way	The travel way is free from water to the extent that such water would represent a hazard by virtue of its position and depth.	24 hrs	28 days	6 months	Visual inspection of water on surface.	2.3.1	Number of instances of hazardous water build-up.	Nil
2.4	Discharge systems	Surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant legislation and permits.	24 hrs	28 days	6 months	Visual inspection and records	2.4.1	Performance Sections with surface water discharge systems performing their proper function and discharging in compliance with the relevant legislation and permits.	100%
2.5	Protected Species	Named species and habitats are protected.	24 hrs	28 days	6 months	Visual inspection	2.5.1	Performance Sections with named species and habitats with protection of these named species and habitats.	100%
3) STRUCTURES									

ATTACHMENT 19-1: PERFORMANCE AND MEASUREMENT TABLE BASELINE AFTER PARTIAL ACCEPTANCE

ELEMENT CATEGORY	ELEMENT	PERFORMANCE REQUIREMENT	DEFECT REMEDY PERIOD			INSPECTION AND MEASUREMENT METHOD	MEASURE-MENT REF	MEASUREMENT RECORD	TARGET
			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanent Remedy	Permanent Repair				
3.1	Structures having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or springlines of arches or extreme ends of openings or multiple boxes	Substructures and superstructures are free of: <ul style="list-style-type: none"> undesirable vegetation debris and excessive bird droppings blocked drains, weep pipes manholes and chambers blocked drainage holes in structural components 	24 hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the LA DOTD Bridge Inspection Directives, the AASHTO Manual for Bridge Element Inspection, and the Federal Administration’s Bridge Inspector’s Reference Manual.	<i>Reports as required in the LA DOTD</i>		
						As above			3.1.1
3.2	Structure components	i) Expansion joints are free of: <ul style="list-style-type: none"> dirt debris and vegetation defects in drainage systems loose nuts and bolts defects in gaskets ii) The deck drainage system is free of all debris and operates as intended.	24 hrs	28 days	6 months	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the LA DOTD Bridge Inspection Directives, the AASHTO Manual for Bridge Element Inspection, and the Federal Administration’s Bridge Inspector’s Reference Manual.	Occurrence of condition rating, in accordance with the federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, below seven for any deck, superstructure or substructure; or occurrence of element level condition state, in accordance with the AASHTO Manual for Bridge Element Inspection, below 2.	Nil	
						Visual inspection of Elements listed in (i) through (vii) of the general performance requirement column.			3.2.2
3.3	Bridge wearing surface	Bridge wearing surface is in a structurally sound condition in which cracking and concrete cover to reinforcement is controlled to ensure durability	24 hrs	28 days	6 months	Concrete cover measured at 10 ft intervals	3.3.1	Occurrence of any instance where integral wearing surface thickness is less than 50% of design value	Nil
						Cracks measured within designated 1,500 SF measurement areas on the surface of the deck prior to 3 hours after sunrise at concrete age greater than 28 days			

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanen t Remedy	Permanen t Repair				
3.4	Not Used								
3.5	Not Used								
3.6	Ship impact protection system	The ship impact protection system (if any) including any fenders and exposed foundations shall be maintained such that it is able to perform its intended function	24 hrs	28 days	6 months	Visual inspection	3.3.3	Instances of de-lamination or spalling	Nil
							3.6.1	Instances of marine boring (timber systems)	Nil
							3.6.2	Instances of corrosion that would reduce the system resistance to below its intended design state	Nil
3.6	Ship impact protection system	The ship impact protection system (if any) including any fenders and exposed foundations shall be maintained such that it is able to perform its intended function	24 hrs	28 days	6 months	Visual inspection	3.6.3	Instances of damage from vessel impact that would reduce the system resistance to below its intended design state or would cause a material reduction in the remaining service life	Nil
							3.7.1	Instances of failure of coating system down to bare metal or instances of repair / removal of overcoat that damages underlying metallized coating.	Nil
							3.7.2	Loss of galvanizing	Nil
3.7	Corrosion protection systems	Corrosion protection systems are intact and operating in line with design intent including: • Paint systems for steel • Concrete surface protection systems • Sacrificial protection systems Zinc metalizing	24 hrs	28 days	6 months	Visual inspection	3.7.4	Noncompliance with manufacturer's recommendations for the maintenance and re-application of coatings	Nil
							3.8.1	Noncompliance with specified standards.	Nil
3.8	Lightning Protection Systems	Lightning protection systems are intact and operating in line with design intent.	24 hrs	7 days	NA	Inspection and assessment in accordance with the requirements of Underwriters Laboratories, Inc. (UL) 96 and Lightning Protection Institute (LPI) 175.	3.8.2	Instances of lightning protection system not operating as intended.	Nil
							3.9.1	Number of structures with load restrictions for Louisiana legal loads (including legally permitted vehicles) in each Performance Section	Nil
3.9	Load Ratings	All structures maintain the design load capacity.	24 hrs	7 days	NA	Load rating calculations in accordance with the Manual for Bridge Evaluation and the LA DOTD Bridge Inspection Manual and per the Technical Provisions			
3.10	Access Points	All hatches and points of access have fully operational and lockable entryways.	24 hrs	28 days	6 months	Visual Inspection	3.10.1	Number with defects in locks or entryways	Nil
3.11	Structural Surfaces	Vertical Surfaces free of graffiti, markings by vandalism.	24 hrs	28 days	6 months	Visual Inspection	3.11.1	Number of areas where graffiti is present	Nil
4) PAVEMENT MARKINGS, OBJECT MARKERS, BARRIER MARKERS AND DELINEATORS									
4.1	Pavement markings	Pavement markings are: • clean and visible during the day and at night • whole and complete and of the correct color, type, width and length • placed to meet the TMUTCD and LA DOTD's Pavement Marking Standard Sheets	24 hrs	28 days	6 months	a) Markings - General			
						Portable retroreflectometer, which uses 30 meter geometry, meeting the requirements described in ASTM E 1710	4.1.1	Percentage of total length of pavement marking in each Performance Section meeting the minimum retroreflectivity 175 med/sqm/lx for white	100%
							4.1.2	Percentage of total length of pavement marking in each Performance Section meeting the minimum retroreflectivity 125 med/sqm/lx for yellow	100%
						Physical measurement	4.1.3	Length of pavement marking in each Performance Section with more than 5% loss of area of material at any point	Nil
							4.1.4	Length of pavement marking in each Performance Section with spread more than 10% of specified dimensions.	Nil
	b) Profile Markings								
	Visual inspection				4.1.5	Percentage of total length of pavement marking in each Performance Section performing its intended function and compliant with relevant regulations	100%		

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanent Remedy	Permanent Repair				
4.2	Raised Reflective Markings	Raised reflective pavement markers are: <ul style="list-style-type: none"> • clean and clearly visible • of the correct color and type • reflective or retroreflective in accordance with LA DOTD standards • correctly located, aligned and at the correct level <ul style="list-style-type: none"> • are firmly fixed • are in a condition that will ensure that they remain at the correct level. 	24 hrs	28 days	6 months	Visual inspection	4.2.1	Number of markers associated with road markings that are ineffective in any 10 consecutive markers. (Ineffective includes missing, damaged, settled or sunk)	Nil
							4.2.2	A minimum of four markers are visible at 80' spacing when viewed under low beam headlights.	100%
							4.2.3	Uniformity (replacement raised reflective pavement markers have equivalent physical and performance characteristics to adjacent markers).	100%
4.3	Delineators and Markers	Object markers, mail box markers and delineators are: <ul style="list-style-type: none"> • clean and visible • of the correct color and type • legible and reflective • straight and vertical 	24 hrs	28 days	6 months	Visual inspection	4.3.1	Number of object markers or delineators in each Performance Section that is defective or missing	Nil
5) GUARDRAILS, SAFETY BARRIERS AND IMPACT ATTENUATORS									
5.1	Guardrails and Safety Barriers	All guardrails, safety barriers, concrete barriers, etc. are maintained free of Defects, , and undesirable vegetation. They are appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs shall be carried out in accordance with the requirements of NCHRP 350 standards.	24 hrs	28 days	6 months	Visual inspection	5.1.1	Performance Sections with all guard rails and safety barriers appropriately placed and correction installed	100%
							5.1.2	Performance Sections with all guard rails and safety barriers free from defects	100%
							5.1.3	Performance Sections with all guard rails and safety barriers at correct heights	100%
							5.1.4	Performance Sections with all guard rails and safety barriers at correct distances from roadway obstacles	100%
5.2	Impact Attenuators	All impact attenuators are appropriately placed and correctly installed	24 hrs	28 days	6 months	Visual inspection	5.2.1	Performance Sections will all impact attenuators appropriately placed and correctly installed.	100%

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanen t Remedy	Permanen t Repair				
6) TRAFFIC SIGNS									
6.1	General - All Gantry-Mounted overhead signs	i) Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical defects ii) Identification markers are provided, correctly located, visible, clean and legible iii) Visibility distances meet the stated requirements iv) Obsolete and redundant signs are removed or replaced as appropriate v) Sign information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements vi) All structures and elements of the signing system are kept clean and free from debris and have clear access provided. vii) All replacement and repair materials and equipment are in accordance with the requirements of the TMUTCD viii) Dynamic message signs are in an operational condition	24 hrs	28 days	6 months	a) Retroreflectivity Determination of Coefficient of retro-reflectivity	6.1.1	Number of signs with actual reflectivity below the requirements of the MUTCD in each Performance Section	Nil
						b) Face damage Visual inspection	6.1.2	Number of signs in each Performance Section with face damage greater than 5% of area	Nil
						c) Placement Visual inspection	6.1.3	All signs in each Performance Section are placed in accordance with the MUTCD	100%
						d) Obsolete signs Visual inspection	6.1.4	Number of obsolete signs in each Performance Section	100%
						e) Sign Information Visual inspection	6.1.5	All sign information in each Performance Section is of the correct size, location, type and wording to meet its intended purpose	100%
						f) Dynamic Message Signs Visual inspection	6.1.6	Dynamic message signs are fully functioning	100%
6.2	Gantries	Sign and signal mounting structures (including gantries) are structurally sound and free of: • defects in surface protection systems • loose nuts and bolts • graffiti	24 hrs	28 days	6 months	Visual inspection	6.2.1	Number with defects in surface protection system	Nil
							6.2.1	Number with loose nuts and bolts	Nil
							6.2.3	Number with graffiti	Nil
7) TRAFFIC SIGNALS (NOT USED)									
8) LIGHTING									
8.1	Roadway Lighting	i) All lighting is free from defects and provides acceptable uniform lighting quality ii) Lanterns are clean and correctly positioned iii) Lighting units are free from any damage or vandalism iv) Columns are upright, correctly founded, visually acceptable and structurally sound	24 hrs	28 days	6 months	a) Mainlane lights operable Night time inspection or automated logs	8.1.1	Performance Sections with less than 90% of lights functioning correctly at all times	Nil
						b) Mainlane lights out of action Night time inspection or automated logs	8.1.2	Instances of more than two consecutive lights out of action	Nil
8.2	Sign Lighting	Sign lighting is fully operational	24 hrs	28 days	6 months	Night time inspection or automated logs	8.2.1	Number of instances of more than one bulb per sign not working in each Performance Section	Nil
8.3	Electrical Supply	Electricity supply, feeder pillars, cabinets, switches and fittings are electrically, mechanically and structurally sound and functioning	24 hrs	7 days	28 days	Testing to meet NEC regulations, visual inspection	8.3.1	Inspection records showing safe installation and maintenance in each Performance Section	Nil
8.4	Access Panels	All access panels in place at all times.	24 hrs	7 days	28 days	Visual Inspection	8.4.1	Number of instances of missing or damaged access panels in each Performance Section	Nil
8.5	High Mast Lighting	<i>NOT USED</i>				<i>NOT USED</i>			
8.6	Navigational Lighting	Navigational lighting is fully operational	24 hrs	7 days	28 days	Night time inspection or automated logs	8.5.1	Number of instances of more than one bulb per sign not working in each Performance Section	Nil
8.7	Architectural Lighting	All architectural lighting is functioning in accordance with the original design requirements and specifications			28 days	Night time inspection or automated logs	8.6.1	Instances of architectural lighting with more than 10% of lamps not functioning	Nil

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanent Remedy	Permanent Repair				
8.8	Bridge Inspection Lighting	All bridge inspection lighting is functioning in accordance with original design requirements and specifications	24 hrs	7 days	28 days	Night time inspection or automated logs	8.7.1	Instances of bridge inspection lighting where failures could adversely impact safety or security of inspections or access	Nil
9) FENCES, WALLS AND SOUND ABATEMENT									
9.1	Construction	Integrity and structural condition of fences is maintained	24 hrs	28 days	6 months	Structural assessment if visual inspection warrants	9.1.1	Inspection records for fences and walls showing compliance with fence and wall requirements	100%

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanen t Remedy	Permanen t Repair				
10) ROADSIDE MANAGEMENT									
10.1	Vegetated Areas - Except landscaped areas – General	Vegetation is maintained so that: i) Height of grass and weeds is kept within the limits described for urban and rural areas. Mowing begins before vegetation reaches the maximum height. ii) Spot mowing at intersections, ramps or other areas maintains visibility of appurtenances and sight distance. iii) Grass or vegetation does not encroach into or on paved shoulders, main lanes, sidewalks, islands, riprap, traffic barrier or curbs. iv) A full width mowing cycle is completed after the first frost	24 hrs	7 days	28 days	a) Urban areas Physical measurement of height of grass and weeds	10.1.1	Individual measurement to have 95% of grass and weeds between 5" and 18" in height.	100%
						c) Encroachment Visual inspection of instances of encroachment of vegetation	10.1.3	Number of occurrences of vegetation encroachment	Nil
						d) Sight lines Visual inspection	10.1.4	Number of instances of impairment of sight lines or sight distance to signs	Nil
10.2	Landscaped Areas	i) All landscaped areas are maintained to their originally constructed condition. Landscaped areas are as designated in the plans. ii) Mowing, litter pickup, irrigation system maintenance and operation, plant maintenance, pruning, insect, disease and pest control, fertilization, mulching, bed maintenance, watering is undertaken as per MMP. iii) The height of grass and weeds is kept between 2" and 8". Mowing begins before vegetation reaches 8 in.	24 hrs	7 days	28 days	Visual inspection	10.2.1	Inspection records showing compliance with requirements for landscaping.	100%
10.3	Fire Hazards	Fire hazards are controlled	24 hrs	7 days	28 days	Visual inspection	10.3.1	Number of instances of dry brush or vegetation forming fire hazard	Nil
10.4	Trees, brush and ornamentals	i) Trees, brush and ornamentals on the right of way, except in established no mow areas, are trimmed in accordance with LA DOTD standards. ii) Trees, brush and ornamentals are trimmed to insure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs. iii) Dead trees, brush, ornamentals and branches are removed. Potentially dangerous trees or limbs are removed. iv) All undesirable trees and vegetation are removed. Diseased trees or limbs are treated or removed by licensed contractors.	24 hrs	7 days	28 days	Visual inspection	10.4.1	Inspection records showing compliance with requirements for trees, brush and ornamentals	100%
10.5	Wetlands	Wetlands are managed in accordance with the permit requirements.	24 hrs	7 days	28 days	Visual inspection, assessment of permit issuers	10.5.1	Number of instances of permit requirements not met	Nil
11) REST AREAS AND PICNIC AREAS (NOT USED)									
12) EARTHWORKS, EMBANKMENTS AND CUTTINGS									
12.1	Slope Failure	All structural or natural failures of the embankment and cut slopes of the Project are repaired	24 hrs	28 days	6 months	Visual inspection by geotechnical specialist and further tests as recommended by the specialist	12.1.1	Number of recorded instances of slope failure	Nil
12.2	Slopes - General	Slopes are maintained in general conformance to the original graded cross-sections, the replacement of landscaping materials, reseeding and re-vegetation for erosion control purposes and removal and disposal of all eroded materials from the roadway and shoulders	24 hrs	28 days	6 months	Visual inspection by geotechnical specialist and further tests as recommended by the specialist	12.2.1	Inspection records showing compliance with requirements for slopes	100%

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanen t Remedy	Permanen t Repair				
13) ITS EQUIPMENT									
13.1	ITS Equipment - Maintenance	All ITS equipment is fully functional and housing is functioning and free of defects. i) All equipment and cabinet identification numbers are visible, sites are well drained and access is clear. ii) Steps, handrails and accesses are kept in a good condition. iii) Access to all communication hubs, ground boxes, cabinets and sites is clear. iv) All drainage is operational and all external fixtures and fittings are in a satisfactory condition. v) All communications cable markers, cable joint markers and duct markers are visible and missing markers are replaced. vi) Backup power supply system is available at all times	24 hrs	14 days	28 days	Visual Inspection	13.1.1	Inspection records showing compliance with requirements for maintenance of ITS equipment in each Performance Section.	100%
13.2	Dynamic Message Sign Equipment	Dynamic Message Signs are free from faults such as: i) Any signal displaying a message which is deemed to be a safety hazard. ii) Failure of system to clear sign settings when appropriate. iii) 2 or more contiguous sign failures that prevent control office setting strategic diversions. iv) Signs displaying an incorrect message.	2 hrs	24 hrs	14 days	Defect measurement dependent on equipment	13.2.1	Inspection records showing compliance with requirements for Dynamic Message Signs in each Performance Section	100%
13.3	CCTV Equipment	CCTV Systems are free from serious faults that significantly limit the availability of the operators to monitor the area network, such as: i) Failure of CCTV Systems to provide control offices with access and control of CCTV images. ii) Failure of a CCTV camera or its video transmission system. iii) Failure of a Pan / Tilt unit or its control system. iv) Moisture ingress onto CCTV camera lens. v) Faults that result in significant degradation of CCTV images.	2 hrs	24 hrs	14 days	Defect measurement dependent on equipment	13.3.1	Inspection records showing compliance with requirements for CCTV equipment in each Performance Section	100%
13.4	Vehicle Detection Equipment	All equipment free of defects and operational problems such as: i) Inoperable loops. ii) Malfunctioning camera controllers.	2 hrs	24 hrs	28 days	Defect measurement dependent on equipment	13.4.1	Inspection records showing compliance with requirements for vehicle detection equipment in each Performance Section	100%
							13.4.2	Traffic Detector Loop circuit's inductance to be > 50 and < 1,000 micro henries.	100%
							13.4.3	Insulation resistance to be > 50 meg ohms.	100%
14) TOLLING FACILITIES AND BUILDINGS (DEVELOPER-SPECIFIED)									
15) AMENITY (NOT USED)									
16) SNOW AND ICE CONTROL									
16.1	Travel lanes	Maintain travel way free from snow and ice.	2 hrs	NA	NA	Maintain travel way free from snow and ice	16.1.1	Inspection records showing compliance with requirements for snow and ice control in each Performance Section	100%
16.2	Weather Forecasting	Weather forecast information is obtained and assessed and appropriate precautionary treatment is carried out to prevent ice forming on the travel way.	2 hrs	NA	NA	Operations plan details the process and procedures in place and followed.	16.2.1	Inspection records showing compliance with requirements for weather forecasting in each Performance Section	100%

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanent Remedy	Permanent Repair				
16.3	Operational Plans	Operate snow and ice clearance plans to maintain traffic flows during and after snowfall and restore the travel way to a clear condition as soon as possible.	2 hrs	NA	NA	Operations plan details the process and procedures in place and followed.	16.3.1	Inspection records showing compliance with snow and ice clearance plans in each Performance Section	100%
16.4	Operations and Maintenance Manual	Operations and maintenance instructions for the anti-icing system and items of equipment (if Used)	2 hrs	NA	NA	Operations and maintenance instructions detail the process and procedures in place and followed.	16.4.1	Inspection records showing compliance with operations and maintenance instructions in each Performance Section.	100%
17) INCIDENT RESPONSE									
17.1	General	Monitor the Project and respond to Incidents in accordance with the Maintenance Management Plan (MMP).	1 hr	NA	NA	Response times are met for 98% of incidents measured on a 1 year rolling basis.	17.1.1	Inspection records showing compliance with the MMP and requirements regarding incident response times in each Performance Section	100%
						No complaints from Emergency Services.	17.1.2	Inspection records showing compliance with the MMP and requirements regarding incident response times in each Performance Section	100%
17.2	Hazardous Materials	Monitor the Project and respond to Incidents involving Hazardous Materials in accordance with the Maintenance Management Plan (MMP).	1 hr	NA	NA	MMP details the process and procedures in place and followed.	17.2.1	Inspection records showing compliance with the MMP details regarding hazardous materials in each Performance Section	100%
17.3	Structural Assessment	Evaluate structural damage to structures and liaise with emergency services to ensure safe working environment while clearing the incident	1 hr	NA	NA	Inspections and surveys as required by incident	17.3.1	Inspection records showing compliance with the MMP and requirements for incidents in each Performance Section	100%
17.4	Temporary and permanent remedy	Propose and implement temporary measures or permanent repairs to Defects arising from the incident. Ensure the structural safety of any structures affected by the Incident.	24 hrs	28 days	NA	Review and inspection of the incident site	17.4.1	Inspection records showing compliance with requirements for temporary and permanent remedy for incidents in each Performance Section	100%
18) CUSTOMER RESPONSE									
18.1	Response to inquiries	Timely and effective response to customer inquiries and complaints.	48 hrs	NA	NA	Contact the customer within 48 hours following initial customer inquiry.	18.1.1	Percentage of responses within specified times in each Performance Section.	100%
						All work resulting from customer requests is scheduled within 48 hours of customer contact.	18.1.2	Demonstrated by O&M Records	100%
						Follow-up contact with the customer within 72 hours of initial inquiry.	18.1.3	Demonstrated by O&M Records	100%
						All customer concerns/requests are resolved to LA DOTD's satisfaction within 2 weeks of the initial inquiry.	18.1.4	Demonstrated by O&M Records	100%
18.2	Customer Contact Line	Telephone line manned during business hours and 24 hour availability of messaging system. Faults to telephone line or message system rectified.	24 hrs	7 days	NA	Instances of line out of action or unmanned	18.2.1	Number of operations records showing non availability of the customer contact line in each Performance Section including complaints from public.	Nil
19) SWEEPING AND CLEANING									
19.1	Sweeping	i) Keep all channels, hard shoulders, gore areas, ramps, intersections, islands and frontage roads swept clean with vacuum sweepers, ii) Clear and remove debris from traffic lanes, hard shoulders, verges and central reservations, footways and cycle ways iii) Remove all sweepings without stockpiling in the right of way and dispose of at approved tip.	24 hrs	28 days	3 months	Buildup of dirt, ice, rock, debris, etc. on roadways and bridges not to accumulate greater than 24" wide or 1/2" deep	19.1.1	Inspection records showing compliance with requirements for sweeping in each Performance Section.	100%
19.2	Litter	i) Keep the right of way in a neat condition, remove litter regularly. ii) Pick up large litter items before mowing operations. Dispose of all litter and debris collected at an approved solid waste site.	24 hrs	28 days	3 months	No more than 20 pieces of litter per roadside mile shall be visible when traveling at highway speed.	19.2.1	Inspection records showing compliance with requirements regarding litter pick-up in each Performance Section.	100%

NOTES FOR ATTACHMENT 19-1

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanent Remedy	Permanent Repair				
1		Hazard Mitigation shall be an action taken by Developer to mitigate a hazard to Users or imminent risk of damage or deterioration to property or the environment such that the Category 1 Defect no longer exists.							
2		Permanent Remedy shall be an action taken by Developer to restore the condition of an Element following Hazard Mitigation of a Category 1 Defect: (a) to the standard required for new construction / Rehabilitation Work; or (b) to a condition such that the Target is achieved for each Measurement Record.							
3		Permanent Repair shall be an action taken by Developer to restore the condition of an Element for which a Category 2 Defect has been recorded: (a) to the standard required for new construction / Rehabilitation Work; or (b) to a condition such that the Target is achieved for each Measurement Record.							