

STATE OF LOUISIANA

BELLE CHASSE

BRIDGE & TUNNEL REPLACEMENT

PUBLIC-PRIVATE PARTNERSHIP PROJECT

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

REQUEST FOR PROPOSALS

July 17October 4, 2018

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REFERENCE DOCUMENTS

[folder]	Existing Tunnel
	[file] LA 23 Bridge and Tunnel (Work Order Cost Report) (2015-2017).xlsx
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STATE OF LOUISIANA

BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT PUBLIC-PRIVATE PARTNERSHIP PROJECT

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

~~DRAFT~~ REQUEST FOR PROPOSALS

~~July 17~~ October 4, 2018

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APPENDICES

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APPENDIX C PROPOSAL FORMS

1.0 INTRODUCTION

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (LA DOTD) to seek competitive Proposals for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership (PPP) Project (the “Project”). The Comprehensive Agreement defines the Work to be performed by the Developer to develop, design, construct, finance, operate, and maintain a new four-lane fixed span bridge over the Gulf Intracoastal Waterway (GIWW) on Belle Chasse Highway (LA 23) in Plaquemines Parish, Louisiana. The form of the Comprehensive Agreement is included in this RFP.

Proposals will only be considered from those Proposers that have been notified of their inclusion on the Short-List.

In the preparation of the Proposals, Proposers should address and/or consider the Project goals identified in Instructions to Proposers (ITP) Section 1.1.

1.1 PROJECT GOALS

The LA DOTD’s goals for the Project are as follows:

- A) Lowest toll rates that are financially feasible for the shortest operations and maintenance term;
- B) Interoperable toll systems, including interoperability of the new Belle Chasse facility and LA 1, as well as interoperability with other systems in the State of Louisiana and nationally;
- C) A Project that reduces the need for future maintenance/rehabilitation of existing structures;
- D) Maximize mobility and safety improvements in the corridor through delivery of high-quality, durable, and maintainable infrastructure;
- E) Maintain and enhance community infrastructure connections;
- F) Develop a partnership to perform operation, maintenance, and management of a toll facility;
- G) Maintain public service and public safety access and minimize inconvenience to travelers during Project construction;
- H) A Project that uses innovative construction methods to allow for the construction of a new adjacent structure and removal of existing structures with minimal disruption of vehicular and maritime traffic; and
- I) Minimize the cost and work force related to operating LA 1 without altering the toll structure.

1.2 PROJECT DESCRIPTION

1.2.1 General Project Description

The 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 interrelationships between vehicular traffic on LA 23 and maritime traffic in the GIWW.

The Project scope includes the following major elements:

- A) Design and construction of an aesthetically pleasing four-lane fixed span bridge over the GIWW;
- B) Development of a new toll revenue collection system appropriate for the type and size of this Project. Additionally, the Developer could be required to install the new 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;
- D) Decommissioning of the LA 23 Belle Chasse Tunnel beneath the GIWW;
- E) Operation and maintenance of the Judge Perez Bridge and Belle Chasse Tunnel during construction; and
- F) Operations and maintenance of the new LA 23 Project corridor.

1.2.2 Environmental Status

The LA DOTD is completing an Environmental Assessment, and expects a Finding of No Significant Impact by December 2018. The final environmental clearance may determine particular items within the final scope of services, including the possibility of a no-build decision, as well as many Project requirements. Any Work described herein is subject to adjustment due to any determinations as a result of the final environmental documentation and any required permits.

1.2.3 Scope of Developer's Obligation

The scope of Developer's obligations for the Project will include the development, design, construction, financing, maintenance, and operation of the Project under the terms set forth in the Comprehensive Agreement.

1.2.4 Availability of Public Funds

The LA DOTD intends to contribute approximately \$83.2 million for the development, design, and construction of the new bridge and associated toll facilities in the Project corridor. Proposers are required to utilize all of the \$83.2 million in public funding for the development, design, and construction of the Project.

Up to \$12 million funded by Grant Anticipation Revenue Vehicle (or, “GARVEE”) bonds may be available for this Project.

The \$83.2 million of public funds does not include funding for the LA 1 option.

1.3 THE PROPOSAL

1.3.1 Documents in the Request for Proposals

The documents issued as part of this RFP consist of the following:

- A) Instructions to Proposers;
- B) Additional documents issued by Addenda to this RFP;
- C) Volume 1 - Comprehensive Agreement, including all exhibits thereto;
- D) Volume 2 - Technical Provisions, including all exhibits thereto; and
- E) Reference Documents.

The components of the RFP are intended to be complementary and to describe and provide for a fair and competitive procurement process. Prior to execution of the Comprehensive Agreement, the components of the RFP complement one another in the descending order of precedence stated above. After execution of the Comprehensive Agreement, the order of precedence is governed by Section 3.02(b) of the Comprehensive Agreement.

The Reference Documents are included in the RFP for the purpose of providing information to Proposers that is in the LA DOTD’s possession. The LA DOTD has not determined whether the Reference Documents are accurate, complete, pertinent, or of any value to Proposers. The Reference Documents will not form a part of the Comprehensive Agreement. Except as may be provided otherwise in the Comprehensive Agreement, the LA DOTD makes no representation, warranty, or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Documents and shall not be responsible for any conclusions drawn therefrom.

1.3.2 Cover Letter

The Proposer shall provide a letter indicating its desire to be considered for the Project and stating the official names and roles of all Equity Members, the Lead Contractor, the Lead Designer, the Lead Operations and Maintenance Firm, the Toll System Provider, and the Tolling Operator (if different from the Lead Operations and Maintenance Firm). Authorized representatives of the Proposer’s organization must sign the letter. If the Proposer is not yet a legal entity or is a joint venture (JV), limited liability company (LLC), or general partnership, authorized representatives of all proposed Equity Members shall sign the letter. "Authorized representatives" are those representatives that possess notarized Powers of Attorney as set forth in the Form of Proposal.

The Proposer shall identify a single point of contact for the Proposer and the address, E-mail address, and telephone number where questions should be directed. The single point of contact

identified in the cover letter shall be the same person identified on Form A (*see* Appendix A-Technical Proposal Instructions, Section A2.2(B)). All communication regarding the procurement process and Project shall be conducted with the Proposer's single point of contact.

1.3.3 Executive Summary

One copy of an Executive Summary, with a minimum of five and a maximum of seven page limit, highlighting the positive elements of the Proposer's Technical Proposal must be included with the Technical Proposal. The Executive Summary should emphasize the benefits to the LA DOTD contained in the Technical Proposal. The Executive Summary will not be considered confidential and, as such, should not contain any confidential proprietary or trade secret information. The Executive Summary of any or all Proposers may be made public, at the sole discretion of the LA DOTD, prior to execution of the Comprehensive Agreement. At a minimum, the Executive Summary shall include the following information:

- A) A summary of all Equity Members, the Lead Contractor, the Lead Designer, the Lead Operations and Maintenance Firm, the Toll System Provider, and the Tolling Operator (if different from the Lead Operations and Maintenance Firm);
- B) The Proposer's approach to the following:
 - 1) A detailed description of the proposed facility, including a conceptual design of the facility and all proposed interconnections with existing or planned transportation facilities;
 - 2) The Proposer's plan to finance, develop, and operate the proposed facility;
 - 3) Public information and communications for the Project;
 - 4) Construction sequencing, traffic management, and mobility during construction, including the operation and maintenance of the existing Judge Perez Bridge and Belle Chasse Tunnel;
 - 5) Operations, maintenance, and Rehabilitation Work; and
 - 6) Toll lane operations, including toll collection, enforcement, customer relations, and interoperability;
- C) The Proposer's schematic and any innovative concepts and approved Alternative Technical Concepts (ATC); and
- D) The Proposer's preliminary baseline schedule and key milestones.

1.3.4 Technical Proposal

The Technical Proposal must be submitted as specified in Appendix A to this ITP, which is entitled "Technical Proposal Instructions."

1.3.5 Financial Proposal

The Financial Proposal must be submitted as specified in Appendix B to this ITP, which is entitled “Financial Proposal Instructions.”

1.3.6 Inclusion in Comprehensive Agreement

All or portions of the Technical Proposal and the Financial Proposal submitted by the successful Proposer will be included with and bound into the Comprehensive Agreement.

1.3.7 Required Forms

Failure to provide all the information and all completed forms (*see* Appendix C – Proposal Forms to this ITP) in the format specified in Appendix A – Technical Proposal Instructions and Appendix B – Financial Proposal Instructions of this ITP may result in the LA DOTD’s rejection of the Proposal or giving it a lower rating. All blank spaces in the Proposal forms must be filled in as noted and no change will be made in the phraseology of the RFP or in the items mentioned therein. **Any alterations, additions (other than expanding forms in order to properly include all required information), or deletions made to the format of the forms contained in Appendix C – Proposal Forms may render a Proposal non-responsive.**

1.3.8 Language in Proposal

The verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as “we may” or “we are considering” will be given no consideration in the evaluation process since they do not indicate a firm commitment.

1.3.9 Property of the Louisiana Department of Transportation and Development

All documents submitted by the Proposer in response to this RFP will become the property of the LA DOTD, except for any documents that have been properly identified as containing confidential proprietary or trade secret information in accordance with Section 2.5. Documents will not be returned to the Proposer.

1.3.10 Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the Proposal process in any of the documents supplied by the LA DOTD, the Proposer shall notify the LA DOTD of the alleged mistake, error, or ambiguity and the recommended correction in writing in accordance with Section 2.3. Failure to do so will be deemed a waiver of any claim for additional compensation associated therewith.

1.4 ABBREVIATIONS

ATC	Alternative Technical Concept
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprise

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FHWA	Federal Highway Administration
ITP	Instructions to Proposers
JV	Joint Venture
LA DOTD	Louisiana Department of Transportation and Development
LLC	Limited Liability Company
PPP	Public-Private Partnership
RFP	Request for Proposals
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
UPS	United Parcel Service
US	United States
USPS	United States Postal Service

1.5 DEFINITIONS

“Addenda/Addendum” means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

“Advertisement” means the public announcement in the form of the Notice of Intent inviting qualified Proposers to obtain a Request for Qualifications (RFQ) and submit a Statement of Qualifications (SOQ). The Advertisement included a brief description of the Work proposed to be the subject of the procurement with an announcement of where the RFQ was to be obtained, the terms and conditions under which SOQs were received, and such other matters as the LA DOTD deemed advisable to include therein. The Advertisement for this Project was published on February 20, 2018.

“Affiliate” means any of the following:

- B) A Person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:
 - 1) The Proposer; or
 - 2) Any other Equity Member.
- C) An Affiliate may also be any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:
 - 1) The Proposer;
 - 2) Any Equity Member; or
 - 3) Any Affiliate of the Proposer under part (A) of this definition.

For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

“Clarifications” means a written exchange of information initiated by LA DOTD that takes place between a Proposer and the LA DOTD after the receipt of all Proposals during the evaluation process. The purpose of Clarifications is to address ambiguities, omissions, errors or mistakes, and clerical revisions in Proposals.

“Commercial Close” means satisfaction of all of the conditions identified in Section 5.12 and 5.13 and execution of the Comprehensive Agreement by both parties.

“Comprehensive Agreement” means the written agreement between the LA DOTD and the successful Proposer setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and material, financing, the operations and maintenance of the facility, and the basis of payment. The Comprehensive Agreement includes the Contract Documents; all or portions of the successful Proposer’s Technical Proposal; all or portions of the successful Proposer’s Financial Proposal; the Notice to Proceed (NTP); and any amendments, supplemental agreements, and change orders that are required to complete the design, construction, financing, operations, and maintenance of the Project, including authorized extensions thereof, all of which constitute one instrument.

“Construction Subcontractor” means any member of the Proposer’s team, other than the Lead Contractor, that will be responsible for 20% or more of the construction Work on the Project.

“Contract Documents” means the Comprehensive Agreement, Technical Provisions, the successful Proposer’s Technical Proposal, the successful Proposer’s Financial Proposal, and all provisions required by law to be inserted in the Comprehensive Agreement whether actually inserted or not. Whenever separate publications, including the LA DOTD’s Standard Specifications, are referenced in the Contract Documents, it is understood to mean the publication, as amended, which is current as of the Proposal Due Date, unless otherwise noted.

“Design-Build Work” means the portion of the Work for the design, construction, maintenance, alteration, and repair of the Project, including the furnishing and installation of the toll system and equipment, performed during the design and construction period.

“Developer” means the Person selected pursuant to the RFP that enters into the Comprehensive Agreement with the LA DOTD to design, construct, finance, operate, and maintain the Project.

“Equity Member” means a member of a Proposer that will contribute shareholders’ equity to the Developer as part of the financing plan for the Project.

“Financial Advisor(s)” mean the member(s) of the Proposer responsible for developing the financial model and structuring and implementing a financing plan for the Project.

“Financial Close” means satisfaction of all of the conditions set forth in Section 7.03 of the Comprehensive Agreement.

“Instructions to Proposers” means those documents included in the RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFP.

“Lead Contractor” means the member of the Proposer, whether a single entity or JV, primarily responsible for the construction of the Project.

“Lead Designer” means the member of the Proposer, whether a single entity or JV, primarily responsible for the design and engineering of the Project.

“Lead Operations and Maintenance Firm” means the member of the Proposer, whether a single entity or JV, primarily responsible for the operations and maintenance of the Project (except for toll operations if toll operations are to be provided by a separate Tolling Operator).

“Louisiana Department of Transportation and Development” means the LA DOTD or its representatives.

“Person” means any individual, firm, corporation, company, LLC, JV, or partnership.

“Project” means the improvements to be designed, constructed, financed, operated, and maintained by the Developer and all other Work product to be provided by the Developer in accordance with the Contract Documents.

“Proposal” means the offer (in response to the RFP) of the Proposer for the Work, when executed and submitted in the prescribed format and on the prescribed forms and including any Clarifications.

“Proposal Due Date” means the date identified in Section 1.8.1 on which Proposals shall be submitted to the LA DOTD.

“Proposer” means an entity submitting a Proposal for the Project in response to this RFP.

“Public-Private Partnership” means a project delivery methodology by which the LA DOTD contracts with a Person that has responsibility for the design, construction, financing, operations, and maintenance of a project under a single contract with the LA DOTD.

“Reference Documents” means the documents provided with and so designated in the RFP. The Reference Documents, including plans contained therein and/or so designated, are not Contract Documents and are provided to the Proposers for informational purposes and for use in the Proposer's Proposal preparation, at the Proposer's discretion.

“Request for Proposals” means the document identifying the Project and its Work to be performed and Materials to be furnished in response to which a Proposal may be submitted by a Proposer. The RFP includes the ITP, Contract Documents, and Reference Documents. The RFP is issued only to Proposers that are on the Short-List.

“Request for Qualifications” means the LA DOTD’s RFQ issued on April 27, 2018.

“Short-List” means the list of those Proposers that have submitted SOQs that the LA DOTD determined, through evaluation of the SOQs, are the most highly qualified Proposers and that are invited to submit Proposals in response to this RFP.

“Statement of Qualifications” means the submission made by a Proposer in response to the RFQ, including all Clarifications thereto submitted in response to requests by the LA DOTD.

“Weakness” means a flaw in the Proposal that is determined by the LA DOTD to increase the risk of unsuccessful performance under the Comprehensive Agreement. A significant Weakness

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in the Proposal is a flaw that is determined by the LA DOTD to appreciably increase the risk of unsuccessful performance under the Comprehensive Agreement.

For definitions of other initially capitalized terms, *see* Exhibit A to the Comprehensive Agreement.

1.6 IMPROPER CONDUCT

1.6.1 Prohibited Activities

If the Proposer, or Person(s) representing the Proposer, offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the LA DOTD, including its agents or Person(s) representing the LA DOTD at any time during this procurement process, the LA DOTD will immediately disqualify the Proposer, the Proposer shall forfeit its Proposal Bond, the Proposer shall not be entitled to any payment, and the LA DOTD may sue the Proposer for damages.

1.6.2 Non-Collusion Form

The Proposer shall provide the Non-Collusion Form (Appendix C – Proposal Forms to this ITP). *See also* Appendix A – Technical Proposal Instructions to this ITP.

1.7 LANGUAGE REQUIREMENTS

All correspondence regarding the RFP, Proposal, ATCs, and the Comprehensive Agreement must be in the English language. If any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation, which will take precedence in the event of conflict with the original language.

1.8 PROPOSAL SCHEDULE

1.8.1 Anticipated Schedule

The following schedule is anticipated. The LA DOTD reserves the right to alter these dates.

Schedule Event	Date
Date for one-on-one meetings regarding the Technical Provisions of the Draft RFP (<i>see</i> Section 4.2)	August 8 through 10, 2018
Date for one-on-one meetings regarding the Comprehensive Agreement of the Draft RFP (<i>see</i> Section 4.2)	August 13 through 15, 2018
Final date for receipt of Proposer comments on the Draft RFP	August 21, 2018 12:00 p.m. (Central)
Final date for receipt of Proposer comments on Draft RFP Addendum Number 1	August 28, 2018 12:00 p.m. (Central)
Date for one-on-one meetings regarding Preliminary ATCs s (<i>see</i> Section 4.2)	September 11 and 12, 2018
Informational meeting related to Utilities	September 13, 2018

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Schedule Event	Date
Issue date of the Final RFP	October 9 ⁴ , 2018
Date for first round of one-on-one meetings regarding ATCs and other technical issues, if held (<i>see</i> Section 4.2)	October 23 to 25, 2018
Date for second round of one-on-one meetings regarding ATCs and other technical issues, if held (<i>see</i> Section 4.2)	November 14 to 16, 2018
Final date for receipt of Proposer ATCs	November 27, 2018 12:00 p.m. (Central)
Issue date for responses to Proposer ATCs	December 4, 2018
Final date for receipt of Proposer RFP questions	December 11, 2018 12:00 p.m. (Central)
Issue date for final Addendum and/or answers to Proposer RFP questions	December 18, 2018
Proposal Due Date	January 8, 2019 12:00 p.m. (Central)
Selection for negotiations	May 1, 2019
Commercial close	July 10, 2019
Financial Close	August 14, 2019

1.8.2 Proposal Due Date

The completed Proposal shall be delivered to the LA DOTD's designated point of contact at the address specified below, no later than 12:00 p.m. (Central Time), on the Proposal Due Date specified in Section 1.8.1:

Louisiana Department of Transportation and Development
Attention: Peggy Jo Paine
Innovative Procurement Manager

Courier
Innovative Procurement Manager's Office
Room 302-CC
1201 Capitol Access Road
Baton Rouge, LA 70802-4438.

Mail
P.O. Box 94245
Baton Rouge, LA
70802-9245.

1.8.3 Financial Close Deadline

If final award of the Comprehensive Agreement is made, the successful Proposer shall be required to achieve Financial Close on or before 270 days after the Proposal Due Date (subject to any extensions of such deadline in accordance with the Comprehensive Agreement).

1.9 CHANGES TO THE PROPOSER'S ORGANIZATION

It is a requirement of the LA DOTD that the Proposer's organization, including, Equity Members, the Lead Contractor, the Lead Designer, the Lead Operations and Maintenance Firm, the Toll System Provider, or the Tolling Operator (if different from the Lead Operations and Maintenance Firm) and key management personnel identified in the SOQ, remain intact for the duration of the procurement process and the Comprehensive Agreement. A Proposer may propose substitutions for participants after the SOQ submittal. However, such changes will require written approval by the LA DOTD, which approval may be granted or withheld in the LA DOTD's sole discretion. A rejection of the requested change by the LA DOTD, in its sole discretion, or the failure of the Proposer to request LA DOTD approval of the change, may result in the disqualification of the Proposer.

If the Proposer wishes to change any Equity Member, the Lead Contractor, the Lead Designer, the Lead Operations and Maintenance Firm, the Toll System Provider, or the Tolling Operator (if different from the Lead Operations and Maintenance Firm) or any of the key management personnel presented by the Proposer in its SOQ, the Proposer must submit a request to change its organization in writing not later than 30 Business Days prior to the Proposal Due Date identified in Section 1.8.1. The Proposer shall submit with its request that information specified for that entity or that key management personnel in the RFQ.

The Proposer's submission of a Proposal in response to this RFP is an acknowledgment and certification that the Proposer is committed to assigning the resources identified in its SOQ and Proposal, including Key Personnel and other staff identified by name; equipment; Material; supplies; and facilities to this Project if the Proposer is awarded the Comprehensive Agreement, to the extent that assigning these resources remains within the control of the Proposer and its Equity Members.

1.10 INELIGIBLE FIRMS

The Proposer is responsible to disclose all potential organizational conflicts of interest in its Proposal. A potential organizational conflict of interest may occur where consultants and/or subcontractors that assisted the LA DOTD in the preparations of the RFQ or this RFP will not be allowed to participate as a Proposer or a member of a Proposer in response to that RFQ/RFP. The following firms are determined to have a potential organizational conflict of interest for this Project:

- A) Nossaman LLP;
- B) HNTB Corporation;
- C) KPMG US LLP;
- D) G.E.C., Inc.;
- E) Burk-Kleinpeter, Inc.
- F) Earth Search, Inc.;

- G) Trigon Associates, LLC;
- H) HDR;
- ~~I) Alliance Transportation Group, Inc.; and~~
- ~~J) Forte & Tablada; and~~
- ~~K) J) SJB Group LLC.~~

However, the LA DOTD may determine that there is not an organizational conflict of interest for a consultant or subcontractor under the following circumstances:

- 1) Where the role of the consultant or subcontractor was limited to provision of preliminary design, reports, or similar “low level” documents that will be incorporated into the RFP and did not include assistance in the development of the ITP or evaluation criteria at either the RFQ or RFP phase; or
- 2) Where all documents and reports that were delivered to the LA DOTD by the consultant or subcontractor are made available to all the Proposers through the RFQ or the RFP.

The successful Proposer and its Equity Members must disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. The Proposer and its Equity Members must state how their interests, or those of their chief executives, directors, Key Personnel, or any proposed Subcontractor may result, or could be viewed as, an organizational conflict of interest.

In addition, any firm that is rendered ineligible through any state or federal action is ineligible to participate with any Proposer/Proposal. A Proposer must not submit a Proposal, nor will a Proposal be considered, if the Proposer or any Equity Member is on the LA DOTD's list of Disqualified Contractors or Consultants or is debarred by the LA DOTD, any other agency of the State of Louisiana, or the federal government at any time prior to execution of the Comprehensive Agreement.

1.11 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The LA DOTD has determined that Disadvantaged Business Enterprise (DBE) requirements apply to design and construction of the Project, and has adopted a DBE Program to provide DBEs opportunities to participate in the business activities of the LA DOTD as service providers, vendors, contractors, subcontractors, advisors, and consultants. The LA DOTD has adopted the definition of DBEs set forth in 49 CFR 26.5. The Proposer's DBE compliance obligations are governed by all applicable federal DBE regulations, including 49 CFR Part 26, as well as applicable requirements set forth in the Comprehensive Agreement and the LA DOTD's DBE Program document.

The LA DOTD's DBE requirements applicable to the Comprehensive Agreement are set forth in Section 23.04 and Exhibit M of the Comprehensive Agreement, and LA DOTD's DBE Program adopted pursuant to 49 CFR Part 26. The DBE participation goal for the Project is 5% for the Design-Build Work performed under the Comprehensive Agreement. As set forth in Section A2.2(H) of Appendix A – Technical Proposal Instructions, each Proposer shall submit a

certification concerning DBE requirements (Form D, *see* Appendix C – Proposal Forms to this ITP) with its Proposal. Failure to provide the required DBE certification will be considered a breach of the Proposal requirements and will render a Proposal non-responsive.

The selected Proposer shall provide DBE commitments in the form required by the LA DOTD as DBE Subcontractors are identified, in accordance with Exhibit M to the Comprehensive Agreement, and the LA DOTD's DBE Program.

1.12 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

2.0 PROCUREMENT PROCESS

2.1 METHOD OF PROCUREMENT

The Comprehensive Agreement will be procured per Louisiana Revised Statutes Title 48 Sections 250.4 and 2084 *et seq.*

This procurement process has included the following two steps:

- A) Request for Qualifications and Statement of Qualifications (determination of the Short-List); and
- B) Request for Proposals and Proposals (selection of the Developer from Proposers on Short-List that submit Proposals).

The Developer will be selected based on both pass/fail evaluation factors and qualitative evaluation factors and a combined evaluation of the Technical Proposal and Financial Proposal. The successful Proposer will be the Proposer determined to provide the best value to the State and whose Proposal is in the best interest of the State.

The LA DOTD will not consider unsolicited or non-conforming Proposals.

2.2 RECEIPT OF THE REQUEST FOR PROPOSALS AND OTHER INFORMATION

The RFP and other information may be obtained by Proposers that have been notified of their inclusion on the Short-List by the LA DOTD.

2.2.1 Louisiana Department of Transportation and Development Designated Point of Contact

The LA DOTD's designated point of contact for this Project is the LA DOTD's Project Manager, Nicholas Olivier, P.E.

The LA DOTD will only consider questions regarding the RFP if submitted in writing by a Proposer on the Short-List. All such requests must be submitted in the Microsoft Word format shown on Form Q (*see* Appendix C – Proposal Forms to this ITP) to the LA DOTD's designated point of contact for this Project at P3bellechasse@LA.GOV.

All questions must be received by the LA DOTD at the Electronic-mail (E-mail) address specified in this Section 2.2.1 no later than the date specified in Section 1.8.1. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other LA DOTD office, consultant, or employee will be considered. All responses will be in writing and will be delivered without attribution to all Proposers.

In general, the LA DOTD will not consider any correspondence delivered in any other way except as specified above, except the LA DOTD may convene informational and/or one-on-one meetings with Proposers, as it deems necessary.

2.2.2 Proposer's Designated Point of Contact

Each Proposer's designated representative shall initially be the person identified in its SOQ as the single point of contact for the Proposer. If a Proposer changes its designated representative at any time, including subsequent to its submission of its Proposal, the Proposer shall provide the LA DOTD with the name and address of such new designated representative. A Proposer's failure to identify a designated representative in writing may result in the Proposer not receiving important communications from the LA DOTD. The LA DOTD is not responsible for any such failure.

2.2.3 Rules of Contact

The rules are designed to promote a fair, unbiased, legally defensible procurement process. The LA DOTD is the single source of information regarding the procurement. The following rules of contact will apply during procurement for the Project. Contact includes face-to-face, telephone, facsimile, E-mail, or formal written communications. Any contact determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification.

The selection process began on February 20, 2018, with the publication of the NOI in the Advertisement, and is anticipated to be completed with the execution of the Comprehensive Agreement. These rules of contact are now in effect. The specific rules are as follows:

- A) A Proposer or any of its team members must not communicate with another Proposer or its team members with regard to the Project, this RFP or either Proposer's Proposal, except that Subcontractors that are shared between two or more Proposers may communicate with their respective Proposer team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between Proposers. Contact among Proposer organizations is allowed during LA DOTD sponsored informational meetings;
- B) The Proposers shall correspond with the LA DOTD regarding this RFP only through the LA DOTD's and Proposer's designated representatives;
- C) The Proposers shall not contact any LA DOTD employees, including, **department heads**; members of the evaluation teams, PPP RFQ Evaluation Committee, or P3 Proposals Evaluation Committee; and any official regarding the Project except through the process identified above. Contact between Proposer organizations and LA DOTD employees is allowed during LA DOTD sponsored informational meetings and one-on-one meetings;
- D) The Proposers shall not contact **stakeholder staff or any official** regarding the Project or procurement;
- E) Any communications determined to be improper, at the sole discretion of the LA DOTD, may result in disqualification, at the sole discretion of the LA DOTD;
- F) Any official information regarding the Project will be disseminated from the LA DOTD's designated point of contact identified in Section 2.2.1 on LA DOTD

letterhead. Any official correspondence will be in writing and signed by the LA DOTD's designated point of contact; and

- G) The LA DOTD will not be responsible for any verbal exchange or any other information or exchange that occurs outside the official process specified herein.

2.3 ADDENDA AND RESPONSES TO QUESTIONS

2.3.1 Addenda

The LA DOTD reserves the right to issue Addenda relating to this RFP at any time during the period of the procurement. The LA DOTD is responsible for providing Addenda only to the Proposers on the Short-List. Persons or firms that obtain the RFP from sources other than the LA DOTD bear the sole responsibility for obtaining any Addenda issued by the LA DOTD for the Project.

2.3.2 Correspondence and Information

The Proposer shall note that no correspondence or information from the LA DOTD or anyone representing the LA DOTD regarding the RFP or the Proposal process in general will have any effect unless it is in compliance with Section 2.2.3.

2.3.3 Responses to Questions

Each Proposer is responsible for reviewing the RFP prior to the dates specified for submission of questions relating to the RFP in Section 1.8.1 and for requesting interpretation of any discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Any such question must be submitted in accordance with Section 2.2.1. The LA DOTD will provide written responses to questions received from Proposers as specified in Section 2.2.1. Summaries of the questions and responses will be sent to all short-listed Proposers without attribution. The responses will not be considered part of the Comprehensive Agreement but may be relevant in interpreting the Comprehensive Agreement.

At this time, there is no limit on the number of comments or questions an individual Proposer may submit regarding the Draft RFP, final RFP, or subsequent Addenda. However, in the event the number of comments or questions submitted by Proposers related to the Draft RFP, final RFP, and/or any subsequent Addenda becomes overly burdensome, in the LA DOTD's sole discretion, the LA DOTD may limit the number of comments or questions Proposers may submit, up to and including suspending the question and answer process.

2.3.4 Date for Issuance of Final Addendum and Responses to Questions

The LA DOTD does not anticipate issuing any Addenda and/or responses to questions related to the RFP later than the date specified in Section 1.8.1.

2.4 COMPLIANT PROPOSAL

The Proposer shall submit a Proposal, consisting of a Technical Proposal as well as a Financial Proposal, which provides all the information required by the ITP. The Proposer's Proposal may

be rejected if the Proposal, or any portion thereof, does not fully comply with the instructions and rules contained in the ITP, including the appendices.

Each Proposal, consisting of a Technical Proposal as well as a Financial Proposal, must be submitted in the official format which is specified by the LA DOTD. The Proposer shall sign each copy of the Proposal submitted to the LA DOTD.

Proposals may be considered non-responsive and may be rejected for any of the following reasons:

- A) If the Proposal is submitted in a format other than that furnished or specified by the LADOTD; if it is not properly signed; if the Form of Proposal (*see* Appendix C – Proposal Forms to this ITP) is altered except as contemplated herein; if any form included in Appendix C – Proposal Forms is altered to either add, delete, or change the form in any way (other than expanding forms in order to properly include all required information); or if any part of the required format is deleted from the Proposal package;
- B) If the Proposal or any portion thereof is illegible or contains any omission, erasures, alterations, or items not called for in the RFP or contains unauthorized additions, conditional Proposals, or alternate Proposals not approved through the formal ATC process, or other irregularities of any kind, and if the LA DOTD determines that such irregularities make the Proposal incomplete, indefinite, or ambiguous as to its meaning;
- C) If the Proposer adds any provisions reserving the right to accept or reject an award or to enter into a Comprehensive Agreement following award;
- D) If the Proposer attempts to limit or modify the required form of any required surety bond, if the Proposal Bond (*see* Appendix C – Proposal Forms to this ITP) is not provided, and/or if requested information deemed material by the LA DOTD is not provided; and
- E) If for any other reason the LA DOTD determines the Proposal to be non-responsive.

2.5 NON-PUBLIC PROCESS

The LA DOTD will maintain a confidential process for the duration of this procurement in accordance with Section 9.0 of the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Procurement Guidelines.

The Proposer may be given access to records which are confidential under state laws solely for the purpose of performing the required services under the Comprehensive Agreement. The Proposer shall be required to sign a nondisclosure statement prior to its receipt of such documents obligating each employee, agent, or Subcontractor of the Proposer not to make inappropriate use of or improperly disclose any of the contents of such documents.

Further, if the Proposer submits information in its SOQ that it wishes to protect from disclosure, the Proposer must do the following:

- A) Clearly mark all proprietary or trade secret information as such in its Proposal at the time the Proposal is submitted and include a cover sheet stating “DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION” and identifying each section and page which has been so marked;
- B) Include a statement with its Proposal justifying the Proposer’s determination that certain records are proprietary or trade secret information for each record so defined;
- C) Submit one copy of the Proposal that has all the proprietary or trade secret information deleted from the Proposal and label such copy of the Proposal “Public Copy” or certify in its cover letter that the Proposal contains no proprietary or trade secret information; and
- D) Upon notice from the LA DOTD that a request for release of information has been received, the Proposer shall immediately defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD’s cancellation or termination of this procurement or award and subsequent execution of a Comprehensive Agreement. In submitting a Proposal, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in possession of the State.

Proposers and the LA DOTD agree that any records pertaining to this procurement will remain confidential until Comprehensive Agreement execution, unless such records are proprietary or trade secret information. Should the LA DOTD receive a request for the release of information not already protected prior to Comprehensive Agreement execution, the Proposer, whose information is requested, will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

2.6 PROPOSAL STIPEND

By submitting a Proposal in response to the RFP, the Proposer acknowledges that the LA DOTD reserves the right to use any ideas, representations, or information contained in the Proposal in connection with any Comprehensive Agreement awarded for the Project or in connection with a subsequent procurement.

The stipend amount is \$500,000.00 and shall be paid to each fully responsive Proposer (as determined for both the Technical Proposal and Financial Proposal) not chosen as the successful Proposer. In order to receive a stipend, the unsuccessful Proposer must receive a rating of pass on all pass/fail evaluation factors and an overall technical rating of "acceptable-" (acceptable minus) or higher for all qualitative evaluation factors and subfactors.

In the event that the procurement is cancelled prior to the Proposal Due Date, Proposers will be provided the opportunity, at their option, of attending an interview and delivering to the LA DOTD the work product of their Proposal preparations to date. There is no specific format required for such work product. Those Proposers that choose to attend the interview and deliver their work product may be paid a portion of the stipend amount, at the LA DOTD's discretion, for the work product. No portion of the stipend amount will be paid in the event a Proposer chooses not to attend the interview or chooses not to deliver its work product.

2.7 SUBMISSION OF PROPOSALS

2.7.1 Submission of a Proposal

The Proposal must be submitted in accordance with this ITP and the following requirements:

- A) The Technical Proposal must be accordingly distinguished in a sealed container(s) clearly marked as "Technical Proposal – Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project." (*See* Appendix A – Technical Proposal Instructions.) The Financial Proposal must be accordingly distinguished in a sealed container(s) and clearly marked as "Financial Proposal – Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project." The Proposal, consisting of the Technical Proposal and Financial Proposal, must be delivered to the designated point of contact at the address identified in Section 1.8.2;
- B) The State Project Number H.004791 and the fact that this is a Proposal for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project must be clearly shown on the cover of the containers. The name and address of the Proposer must be clearly marked on the outside of the containers;
- C) When sent by United States Postal Service (USPS) or private carrier [i.e., FedEx, DHL, or United Parcel Service (UPS)], the sealed containers must be sent in accordance with this ITP to the LA DOTD at the address of and in care of the designated point of contact, and must be received by such designated point of contact no later than the time specified in Section 1.8.2. In the alternative, a Proposal may be hand-delivered by the Proposer prior to the specified time on the Proposal Due Date to the designated point of contact identified in Section 1.8.2; and
- D) Where certified copies are required, the Proposer shall stamp the document or cover with the words "Certified True Copy" and have the stamp oversigned by the Proposer's designated point of contact.

2.7.2 Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the time and to the designated point of contact specified in Section 1.8.2 of the ITP on the Proposal Due Date identified in Section 1.8.1. The modification must conform in all respects to the requirements for submission of a Proposal. Modifications must be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and must specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are

submitted, they must be sequentially numbered so the LA DOTD can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages, or complete forms as described in Appendix A – Technical Proposal Instructions and Appendix B – Financial Proposal Instructions of this ITP. Line item changes will not be accepted. Telegraphic, facsimile, or other electronically transmitted modifications will not be considered by the LA DOTD as modifications.

2.7.3 Withdrawal of a Proposal

A Proposer may withdraw its Proposal, consisting of a Technical Proposal as well as a Financial Proposal, only by a written and signed request that is received by the LA DOTD prior to the Proposal Due Date identified in Section 1.8.1 and prior to the time and to the designated point of contact specified in Section 1.8.2. If a Proposer withdraws any portion of its Proposal, consisting of a Technical Proposal as well as a Financial Proposal, then it will be deemed to have withdrawn its Proposal in its entirety.

Following withdrawal of its Proposal, the Proposer may submit a new Proposal, provided that it is received prior to the time designated in Section 1.8.2 on the Proposal Due Date identified in Section 1.8.1 and submitted in accordance with the requirements of this ITP. The Proposer agrees that its Proposal will remain valid for 270 calendar days following the Proposal Due Date identified in Section 1.8.1. In the event a Proposer withdraws all or any part of its Proposal within 270 calendar days following the Proposal Due Date identified in Section 1.8.1 without written consent of the LA DOTD, the Proposer shall forfeit its Proposal Bond.

2.7.4 Late Proposals

The LA DOTD will not consider any late Proposals.

2.8 EXAMINATION OF THE REQUEST FOR PROPOSALS AND WORK SITE

The Proposer shall carefully examine the site of the proposed Work, including material pits and haul roads, and the complete RFP, including Reference Documents, before submitting a Proposal.

The submission of a Proposal will be considered prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Comprehensive Agreement. The Proposer must so certify on the Form of Proposal (*see* Appendix C – Proposal Forms) in order for the Proposal to be valid.

3.0 PROPOSAL REQUIREMENTS

3.1 LICENSING REQUIREMENTS

Proposers shall be licensed as required by applicable federal and state laws, rules, and regulations. Evidence of proper licensing shall be required to be provided prior to award of the Comprehensive Agreement to the apparently successful Proposer.

3.2 CURRENCY

Information in the Financial Proposal must be in United States (US) dollars currency only.

3.3 PROPOSAL BOND

3.3.1 Requirements

A Proposal Bond in the amount of five percent of the aggregate value of the Design-Build Work must accompany the Technical Proposal that is submitted for the Project.

3.3.2 Return of Proposal Bond

Proposal Bonds will not be returned to the unsuccessful Proposers. All Proposal Bonds will be destroyed after execution of the Comprehensive Agreement.

3.3.3 Surety Requirements

Any Proposal Bond provided pursuant to this Section 3.3 must be issued by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana-domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide.

3.3.4 Rights Reserved

Each Proposer understands and agrees, by submitting its Proposal, that the LA DOTD reserves the right to reject any and all Proposals, or part of any Proposal, and that the Proposal may not be withdrawn for a period of 270 calendar days subsequent to the Proposal Due Date identified in Section 1.8.1 without written consent of the LA DOTD.

Each Proposer further understands and agrees that if it should withdraw any part or all of its Proposal within 270 calendar days after the Proposal Due Date identified in Section 1.8.1 without the consent of the LA DOTD; should refuse or be unable to enter into the Comprehensive Agreement; should refuse or be unable to furnish adequate and acceptable performance and payment bonds; should refuse or be unable to furnish adequate and acceptable insurance, as provided herein; should fail to reach Financial Close; or should refuse or be unable to furnish the information requested in this RFP, it must forfeit its Proposal Bond.

The Proposer understands that any material alteration of documents specified in this Section 3.3 or any of the material contained on the Proposal Bond (*see* Appendix C – Proposal Forms), other than that requested, will render the Proposal non-responsive and non-compliant.

3.4 SIGNATURES REQUIRED

The Form of Proposal (*see* Appendix C- Proposal Forms) and the Financial Proposal Cover Sheet (Form FP, Appendix C – Proposal Forms) must be signed by all parties or Person(s) constituting the Proposer (i.e., by authorized representatives of all JV or LLC members or general partners, if the Proposer is a JV, LLC, or partnership, if that JV, LLC, or partnership has been specifically created for the purposes of proposing on this Project). If any signatures are provided pursuant to a power of attorney, the original or a certified copy of the power of attorney must be provided, together with evidence of authorization.

3.5 NUMBERS OF DOCUMENTS

3.5.1 Executive Summary

One original of the Executive Summary must be provided.

3.5.2 Technical Proposal

One original and 15 certified hard copies, and one electronic copy, of the Technical Proposal (*see* Appendix A – Technical Proposal Instructions) must be provided.

3.5.3 Financial Proposal

One original and six certified hard copies, and one electronic copy, of the Financial Proposal (*see* Appendix B – Financial Proposal Instructions), including hard copies of the Financial Model, must be provided.

The Financial Model requested under Appendix B – Financial Proposal Instructions, Section B5.0, shall also be submitted in Microsoft Excel, compatible with Microsoft Excel Version 2000 for Windows 2000 or later. The file name of the Financial Model shall clearly identify the Financial Model version and shall change with each successive version of the Financial Model issued. Where additional Financial Models based on the same version are issued (i.e., where the additional Financial Model is generated by changing input cells only) the file name shall reflect that the same version is being used.

No password protection may be included in a Financial Model (including password protected macros or hidden rows, columns, cells, or sheets). The Financial Model shall be formatted to facilitate printing.

3.6 COST OF PREPARING PROPOSAL

The cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process, including costs incurred for any informational or one-on-one meetings or oral presentations, must be borne by the Proposer.

3.7 OBLIGATION TO AWARD

The LA DOTD is under no obligation to award the Comprehensive Agreement to the apparent successful Proposer or to award the Comprehensive Agreement at all.

4.0 PRE-PROPOSAL MEETINGS AND SUBMITTALS

The LA DOTD reserves the right to hold either joint informational meetings or individual one-on-one meetings with all Proposers at any time prior to the Proposal Due Date identified in Section 1.8.1. In addition, the LA DOTD reserves the right to receive and consider ATCs at any time prior to the date identified in Section 1.8.1 as the final date to receive ATCs.

4.1 MEETINGS

4.1.1 Joint Informational Meetings

Although the LA DOTD does not anticipate any additional joint informational meetings during this procurement, the LA DOTD may hold joint informational meetings with all Proposers at any time prior to the Proposal Due Date identified in Section 1.8.1. If the LA DOTD determines that a joint informational meeting is in the best interest of this procurement, an invitation to the joint informational meeting will be sent to each Proposer on the Short-List identifying the specifics of the time, date, and location; attendees; anticipated agenda; and whether or not attendance at the joint informational meeting is mandatory.

4.2 One-on-One Meetings

The LA DOTD may hold one-on-one meetings with individual Proposers at any time prior to the Proposal Due Date specified in Section 1.8.1. If one-on-one meetings are offered to one or more Proposers on the Short-List, they will be offered to all Proposers on the Short-List.

If the LA DOTD determines that one-on-one meetings are in the best interest of this procurement, an invitation to a one-on-one meeting will be sent to each Proposer on the Short-List identifying the specifics of the time, date, and location; attendees; and whether or not attendance at the one-on-one meetings is mandatory.

Any information and documents necessary for the preparation of Proposals that are disclosed by the LA DOTD during the course of a one-on-one meeting will be made available to all Proposers as soon as practicable, provided that the LA DOTD will not disclose such information if doing so would reveal a Proposer's confidential business strategy. All Proposers and the LA DOTD agree that any other communications exchanged during the course of a one-on-one meeting will remain confidential until execution of the Comprehensive Agreement, unless records are exchanged that are proprietary or trade secret information. Should the LA DOTD receive a request for the release of information, not already protected, prior to execution of the Comprehensive Agreement, the Proposer whose information is requested will defend and hold harmless the LA DOTD as set forth in Section 2.5(D).

Prior to commencement of the first round of one-on-one meetings, each Proposer shall deliver an executed original copy of Form O (*see* Appendix C – Proposal Forms).

4.3 ALTERNATIVE TECHNICAL CONCEPT SUBMITTALS

4.3.1 Alternative Technical Concepts

Sections 4.3.1 through 4.3.6 set forth a process for pre-Proposal review of ATCs conflicting with the requirements for design, construction, operation, or maintenance of the Project, or otherwise

requiring a modification of the Technical Provisions. This process is intended to allow Proposers to incorporate innovation and creativity into the Proposals, in turn allowing the LA DOTD to consider Proposer ATCs in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ATCs to the post-award period, and, ultimately, to obtain the best value for the public.

Alternative Technical Concepts eligible for consideration hereunder are limited to those deviations from the requirements of the RFP that result in performance and quality of the end product that is equal to or better than the performance and quality of the end product absent the deviation, as determined by the LA DOTD in its sole discretion. A concept is not eligible for consideration as an ATC if, in the LA DOTD's sole judgment, it is premised upon or would require any of the following:

- A) A reduction in Project scope, performance, or reliability;
- B) The addition of a separate project to the Comprehensive Agreement (such as expansion of the scope of the Project to include additional roadways);
- C) An increase in the amount of time required for Service Commencement of the Project; or
- ~~D) Further environmental evaluation of the Project; or~~
- ~~E) D) A change in financial terms.~~

Any ATC that has been pre-approved may be included in the Proposal, subject to the conditions set forth herein.

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP or if that concept would be considered an ATC by the LA DOTD, the LA DOTD recommends that Proposer submit such concept for review as an ATC.

4.3.2 Preliminary ATC Process

Proposers are provided an opportunity to propose confidential ATCs preliminarily to the LA DOTD for early consideration and review prior to a formal ATC as further defined in Section 4.3 ("Preliminary ATCs").

If a Proposer is unsure whether a concept is consistent with the requirements of the RFP or if that concept would be considered an ATC by the LA DOTD, the LA DOTD recommends that the Proposer submit such concept as a Preliminary ATC.

Formal ATCs are not limited to the concepts presented as a Preliminary ATCs. Proposers submitting such concepts directly as a formal ATC are subject to the LA DOTD's determination of acceptance without advance feedback.

4.3.2.1 Preliminary ATC Requirements

A Proposer may submit Preliminary ATCs for review to the LA DOTD at the address specified in Section 1.8.2.

If a Proposer submits a Preliminary ATC, it is the Proposer's responsibility to ensure adequate time is provided to meet the schedule deadline for receipt of the Proposer's ATC identified in Section 1.8.1.

The Preliminary ATC submittal requirements include the following for each Preliminary ATC:

- A) A general description (not to exceed two pages) of the proposed ATC, how the ATC will be used on the Project, the proposed location of the ATC, and any other pertinent information that would provide a clear understanding of the potential ATC; and
- B) References to requirements of the Contract Documents that are inconsistent with the proposed ATC and an explanation of the nature of the deviations from said requirements.

Preliminary ATC submittals shall not constitute a formal ATC, and a Proposer that wishes to utilize an ATC must make a formal ATC submittal pursuant to this Section 4.3.

4.3.2.2 Initial Determination by the LA DOTD

Within five Business Days after the receipt of a Preliminary ATC, the LA DOTD will make one of the following determinations with respect to each submitted Preliminary ATC and will notify the Proposer that:

- A) The Preliminary ATC can be formally submitted for LA DOTD review as an ATC, subject to further refinement and submission of supporting information pursuant to Section 4.3; or
- B) The Preliminary ATC is not suitable for formal submission as an ATC with an appropriate explanation.

4.3.2.3 Pre-Proposal Submission of Alternative Technical Concepts

A Proposer may submit ATCs for review to the LA DOTD at the address specified in Section 1.8.2, until the applicable last date and time for submittal of ATCs identified in Section 1.8.1. All ATCs shall be submitted in writing, with a cover sheet identifying the Proposer and stating "Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project - Confidential ATC." The Proposer shall clearly identify the submittal as a request for review of an ATC under this ITP. If the Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by the LA DOTD. Alternative Technical Concept submittals must include five copies of a narrative description of the ATC and technical information, including drawings, as described below.

Pre-Proposal ATC submissions must include the following:

- A) A sequential ATC number identifying the Proposer and the ATC number (multi-part or multi-option ATCs must be submitted as separate individual ATCs with unique sequential numbers);

- B) A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including a traffic operational analysis, if appropriate;
- C) The locations where, and an explanation of how, the ATC will be used on the Project;
- D) Any changes in operations requirements associated with the ATC, including ease of operations;
- E) Any changes in roadway requirements, including traffic maintenance, associated with the ATC;
- F) Any changes in Routine Maintenance or Major Maintenance requirements on the existing Judge Perez Bridge or Belle Chasse Tunnel, including ease of maintenance;
- G) Any changes in Routine Maintenance or Rehabilitation Work requirements on the new toll bridge facility, including ease of maintenance;
- H) Any changes in Handback Requirements associated with the ATC;
- I) Any changes in the anticipated life of the item(s) comprising the ATC;
- J) Any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including, as appropriate, a description of method and commitments;
- K) References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such deviations;
- L) The analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;
- M) A preliminary analysis and quantitative discussion of potential impacts on vehicular traffic (both during and after construction), environmental permitting, community impact, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation;
- N) A preliminary analysis of potential impacts on Project revenue;
- O) If and what additional ROW will be required to implement the ATC. Proposers are advised as to the following:
 - 1) They shall be solely responsible for the acquisition of any such ROW, including the cost thereof and obtaining any necessary environmental approvals;
 - 2) They are not be entitled to any Change Order for time or money as a result of Site Conditions (i.e., Hazardous Materials, Differing Site Conditions, geotechnical issues, Utilities, etc.) on such additional ROW; and

- 3) They are not entitled to any Change Order for time or money as a result of any delay, inability, or cost associated with the acquisition of such ROW;
- P) A description of other projects on which the ATC has been used, the degree of success or failure of such usage and names and contact information including telephone numbers and E-mail addresses for project owner representatives that can confirm such statements;
- Q) A description of added risks to the LA DOTD or third parties associated with implementing the ATC;
- R) An estimate of any additional LA DOTD, Developer, and third-party costs associated with implementation of the ATC;
- S) An estimate of the adjustment to the Financial Proposal should the ATC be approved and implemented; and
- T) An analysis of how the ATC is equal or better in quality and performance than the requirements of the Contract Documents.

The Proposer shall not make any public announcement or disclosure to third parties concerning any ATC until after pre-approval (including conditional pre-approval) has been obtained. Following pre-approval (including conditional pre-approval), if a Proposer wishes to make any such announcement or disclosure, it must first notify the LA DOTD in writing of its intent to take such action, including details as to date and participants, and obtain the LA DOTD's prior written consent, in its sole discretion, to do so.

If implementation of an ATC will require approval by a third party (e.g., a governmental authority), Proposer shall have full responsibility for, and bear the full risk of, obtaining any such approvals after award of the Comprehensive Agreement and submitting required or relevant data; provided, however, that the LA DOTD shall retain its role as liaison with any governmental authorities as more particularly described in the Comprehensive Agreement and Technical Provisions. If any required third-party approval is not subsequently granted with the result that Proposer must comply with the requirements of the original RFP, Proposer will not be entitled to a Change Order for additional compensation or time under the Comprehensive Agreement.

If the LA DOTD determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity, or mistake, the LA DOTD reserves the right to modify the RFP to correct the error, ambiguity, or mistake, regardless of any impact on a proposed ATC.

4.3.34.3.4 Louisiana Department of Transportation and Development Review of Pre-Proposal Submission of Alternative Technical Concepts

The LA DOTD may request additional information regarding proposed ATCs at any time and will, in each case, return responses to each Proposer regarding its ATC on or before the applicable last date set forth in Section 1.8.1, provided that the LA DOTD has received all required and requested information regarding such ATC.

The LA DOTD's responses will be limited to one of the following:

- A) The submittal is an ATC and is acceptable for inclusion in the Proposal;
- B) The submittal is an ATC but is not acceptable for inclusion in the Proposal;
- C) The submittal is an ATC and is not acceptable for inclusion in the Proposal in its present form, but may be acceptable, in the LA DOTD's discretion, if certain identified conditions are met or certain modifications made; or
- D) The submittal does not qualify as an ATC because it appears to be within the requirements of the RFP.

Approval of an ATC will constitute a change in the specific requirements of the Contract Documents associated with the approved ATC for that specific Proposer. Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to the LA DOTD's determinations regarding acceptability of ATCs.

The LA DOTD's rejection of a pre-Proposal submission of an ATC will not entitle any Proposer to an extension of the Proposal Due Date or the date that the ATCs are due; provided, however, that the foregoing does not limit the LA DOTD's absolute and sole right to modify the Proposal Due Date or any other date in connection with this procurement.

The LA DOTD anticipates that its comments provided to a Proposer will be sufficient to enable that Proposer to make any necessary changes to its ATCs.

4.3.44.3.5 Incorporation of Alternative Technical Concepts in the Contract Documents

Following award of the Comprehensive Agreement, the ATCs that were pre-approved by the LA DOTD and incorporated in the Proposal by the successful Proposer will be included in the Contract Documents. If the LA DOTD responded to any ATC by stating that it would be acceptable if certain conditions were met, those conditions will become part of the Contract Documents. Notwithstanding anything to the contrary herein, if the Developer does not comply with one or more LA DOTD conditions of pre-approval for an ATC or the Developer fails to obtain a required third party approval for an ATC, the Developer will be required to comply with the original requirements of the RFP without additional cost or extension of time as set forth in the Comprehensive Agreement.

Prior to execution of the Comprehensive Agreement, ATCs from unsuccessful Proposers may, in the LA DOTD's discretion, be presented to the selected Developer for possible incorporation in the Comprehensive Agreement during negotiation of the final terms of the Comprehensive Agreement. In addition, following execution of the Comprehensive Agreement, ATCs from unsuccessful Proposers may, in the LA DOTD's discretion, be presented to the selected Developer as an LA DOTD Change Order in accordance with the Comprehensive Agreement.

4.3.54.3.6 Confidentiality

The ATCs and all communications regarding ATCs submitted by the Proposer and all subsequent communications regarding that ATC will be considered confidential in accordance with Section 2.5.

4.3.64.3.7 Alternative Technical Concept Meetings

Time permitting, the LA DOTD will consider a Proposer's request for a one-on-one meeting regarding submitted ATCs prior to the Proposal Due Date

5.0 PROPOSAL EVALUATIONS

The Proposals must be submitted in two separate parts as per the ITP, the written Technical Proposal and the Financial Proposal. Other than the Executive Summary, it is anticipated that the information contained in the Proposal will not be disclosed to the public or any Proposer until after execution of the Comprehensive Agreement.

The Proposal will be evaluated by the P3 Proposals Evaluation Committee on the pass/fail evaluation factors and qualitative evaluation factors and subfactors identified in the ITP. The P3 Proposals Evaluation Committee consists of the following members, or their designees:

- A) Nicholas Olivier, Project Manager and Chair;
- B) Scott Boyle, Assistant District Administrator Operations;
- C) Chris Guidry, Assistant Bridge Design Administrator;
- D) Vince Latino, Assistant Secretary;
- E) Darhlene Major, Administrative Program Director 4;
- F) Herb Piller, Landscape Architect;
- G) Brendan Rush, Public Information Director 1;
- H) Brent Waguespack, Project Development Engineer; and
- I) Lesha Woods, Accountant Administrator 5.

If any member of the P3 Proposals Evaluation Committee listed in this Section 5.0 needs to be replaced due to an unforeseeable circumstance, Proposers will be notified as expeditiously as possible.

Each P3 Proposals Evaluation Committee member will be required to review each Technical Proposal in its entirety. After such review is completed, the LA DOTD reserves the right to schedule Proposer Oral Presentations in accordance with Section 5.9. Subsequent to the Proposer Oral Presentations, if held, the P3 Proposals Evaluation Committee will meet to discuss each Proposer's Technical Proposal and Oral Presentation.

Subsequent to the evaluation of the Technical Proposal, the P3 Proposals Evaluation Committee will evaluate each Proposer's Financial Proposal.

The LA DOTD reserves the right to award a Comprehensive Agreement, to reject any or all Proposals, or to advertise for new Proposals, if in the judgment of the LA DOTD the best interests of the public will be promoted thereby.

Proposers are encouraged to keep in mind and address the Project goals identified in Section 1.1 in their Proposals.

5.1 BEST VALUE DETERMINATION

After evaluating the Proposals in accordance with this Section 5.1 through Section 5.9, rating the pass/fail evaluation factors of the Technical and Financial Proposals and rating the qualitative evaluation factors of the Technical and Financial Proposals, the LA DOTD will consider the Technical Proposal and the Financial Proposal, giving slightly greater weight to the Financial Proposal to determine which Proposal provides the best value to the LA DOTD.

When determining which Proposal is the most advantageous to the LA DOTD, a tradeoff analysis of the Proposals may be conducted. A best value determination using a tradeoff analysis considers whether the added value offered by one Proposal over another justifies the added cost to the public. The value offered by the Proposal will be determined based on the qualitative evaluation factors identified in Appendices A and B to this ITP and their relative weights as indicated in Sections 5.3.2 and 5.4.2.

The trade-off analysis will involve a determination regarding the relative merits of each Proposal to the LA DOTD. The LA DOTD will conduct a trade-off analysis to make the best value determination. The determination will be based on a reasoned analysis of the relative benefits offered by the competing Proposals, applying the evaluation factors and relative weightings specified herein, and not on a pre-set formula.

5.1.1 Technical Rating

The Technical Rating will be determined for the Technical Proposal, based on the qualitative evaluation factors and their weightings identified in Section 5.3.

5.1.2 Financial Rating

The Financial Rating will be determined for the Financial Proposal based on the qualitative evaluation factors and their weightings identified in Section 5.4.

5.2 PROPOSAL RESPONSIVENESS

An initial responsiveness review of the Proposal will be performed prior to any evaluation in order to determine that all information requested in this RFP is provided and in the format specified in Appendix A – Technical Proposal Instructions and Appendix B – Financial Proposal Instructions.

5.3 TECHNICAL PROPOSAL EVALUATION FACTORS

The Legal Pass/Fail Evaluation Factor will be evaluated on a pass/fail basis by each member of the P3 Proposals Evaluation Committee.

The Design-Build, Tolling, Operations and Maintenance, and Key Personnel and Experience Qualitative Evaluation Factors, and their associated subfactors, will be rated on a qualitative basis by each member of the P3 Proposals Evaluation Committee.

5.3.1 Pass/Fail Evaluation Factor

A Proposal must receive a pass on the Legal Pass/Fail Evaluation Factor for the Technical Proposal to be further evaluated and rated based on the qualitative evaluation factors and subfactors. Failure to achieve a pass rating on the Legal Pass/Fail Evaluation Factor after any Clarifications, if utilized, (*see* Section 5.6) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

5.3.2 Qualitative Evaluation Factors and Subfactors and Their Relative Importance

The following are the qualitative evaluation factors:

- A) Design-Build Qualitative Evaluation Factor;
- B) Tolling Qualitative Evaluation Factor;
- C) Operations and Maintenance Qualitative Evaluation Factor; and
- D) Key Personnel and Experience Qualitative Evaluation Factor.

The qualitative evaluation factors listed in Section 5.3.2 are listed in descending order of importance.

5.3.2.1 Design-Build Qualitative Evaluation Factor

The Design-Build Qualitative Evaluation Factor is made up of the following subfactors:

- A) Structures Subfactor;
- B) Design-Build Organization and Approach Subfactor;
- C) Public Information and Communications Subfactor;
- D) Demolition and Decommissioning of Existing Infrastructure Subfactor;
- E) Schedule, Cost Control, and Risk Management Subfactor;
- F) Design-Build Quality Management and Safety Subfactor;
- G) Vehicular and Marine Maintenance of Traffic Subfactor; and
- H) Operations and Maintenance of the Current Facility Subfactor.

The subfactor listed in Sections 5.3.2.1(A) is the most important subfactor. The subfactors listed in Section 5.3.2.1(B) through (D) are of equal importance and are less important than the Structures Subfactor, but more important than the subfactors listed in Section 5.3.2.1(E) through (H). The subfactors listed in Section 5.3.2.1(E) through (H) are of equal importance and are less important than the subfactors listed in Section 5.3.2.1(A) through (D).

Specific information to be submitted is identified in Section A3.2 of Appendix A – Technical Proposal Instructions to this ITP.

5.3.2.2 Tolling Qualitative Evaluation Factor

The Tolling Qualitative Evaluation Factor is made up of the following subfactors:

- A) Belle Chasse Tolling Systems and Operations Subfactor; and
- B) LA 1 Tolling Systems and Operations Subfactor.

The subfactor listed in Section 5.3.2.2 (A) is significantly more important than the subfactor listed in Section 5.3.2.2 (B).

Specific information to be submitted is identified in Section A4.2 of Appendix A – Technical Proposal Instructions to this ITP.

5.3.2.3 Operations and Maintenance Qualitative Evaluation Factor

The Operations and Maintenance Qualitative Evaluation Factor is made up of the following subfactors:

- A) Routine Maintenance, Rehabilitation, and Handback Subfactor;
- B) Operations and Maintenance Management Plan Subfactor; and
- C) Operations and Maintenance Quality Management Subfactor.

The subfactor listed in Section 5.3.2.3 (A) is more important than the subfactors listed in Sections 5.3.2.3 (B) and (C). The subfactors listed in Section 5.3.2.3(B) and (C) are of equal importance.

Specific information to be submitted is identified in Section A5.2 of Appendix A – Technical Proposal Instructions to this ITP.

5.3.2.1 Key Personnel and Experience Qualitative Evaluation Factor

The Key Personnel and Experience Qualitative Evaluation Factor will include information on Key Personnel and resumes.

Specific information to be submitted is identified in Section A6.2 of Appendix A – Technical Proposal Instructions to this ITP.

5.4 FINANCIAL PROPOSAL EVALUATION FACTORS

The Minimum Financial Capacity, Financing Plan, and Financial Model Pass/Fail Evaluation Factors will be evaluated on a pass/fail basis by each member of the P3 Proposals Evaluation Committee.

The Tolling Approach, Tolling Term, Public Funds Amount Qualitative Evaluation Factors will be rated on a qualitative basis by each member of the P3 Proposals Evaluation Committee.

5.4.1 Pass/Fail Evaluation Factors

A Proposal must receive a pass on the Minimum Financial Capacity, Financing Plan, and Financial Model Pass/Fail Evaluation Factors for the Financial Proposal to be further evaluated and rated based on the qualitative evaluation factors. Failure to achieve a pass rating on the Minimum Financial Capacity, Financing Plan, and Financial Model Pass/Fail Evaluation Factors after any Clarifications, if utilized, (*see* Section 5.6) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

5.4.2 Qualitative Evaluation Factors Their Relative Importance

The following are the qualitative evaluation factors:

- A) Tolling Approach Qualitative Evaluation Factor;
- B) Tolling Term Qualitative Evaluation Factor; and
- C) Public Funds Amount Qualitative Evaluation Factor.

The qualitative evaluation factors listed in Section 5.4.2(A) and (B) are of equal importance and are more important than the qualitative evaluation factor listed in Section 5.4.2(C).

5.5 PROPOSAL EVALUATION GUIDELINES

The qualitative evaluation factors and subfactors identified in Sections 5.3.2 and 5.4.2 will be evaluated in accordance with the guidelines provided in this Section 5.5 by each member of the P3 Proposals Evaluation Committee.

The qualitative evaluation factors and subfactors will be rated by each member of the P3 Proposals Evaluation Committee using a qualitative/descriptive (adjectival) method. The following qualitative/descriptive ratings will be used in the rating of each qualitative evaluation factor and subfactor.

EXCEPTIONAL ~ The Proposer has demonstrated an approach that is considered to significantly exceed the LA DOTD's stated goals and objectives in a way that is beneficial to the LA DOTD. This rating indicates very little or no risk that this Proposer would fail to meet the requirements of the solicitation. There are essentially no Weaknesses.

GOOD ~ The Proposer has demonstrated an approach that is considered to exceed the LA DOTD's stated goals and objectives. This rating indicates little risk that this Proposer would fail to meet the requirements of the solicitation. Weaknesses, if any, are very minor.

ACCEPTABLE ~ The Proposer has demonstrated an approach that is considered to meet the LA DOTD's stated goals and objectives. This rating indicates an acceptable level of risk that the Proposer would fail to meet the requirements of the solicitation. Weaknesses are minor and can be readily corrected.

UNACCEPTABLE ~ The Proposer has demonstrated an approach that indicates significant Weaknesses. The Proposal fails to meet the LA DOTD's stated goals and/or objectives and/or lacks essential information and is conflicting and/or unproductive. There is no reasonable

likelihood of success. Weaknesses are so major and/or extensive that a major revision to the Proposal would be necessary.

In assigning ratings the LA DOTD may assign “+” or “-” (such as, “exceptional -,” “good +,” and “acceptable +”) to the ratings to better differentiate within a rating in order to more clearly differentiate between the Proposers.

5.6 REQUESTS FOR CLARIFICATIONS

The Proposer shall provide accurate and complete information to the LA DOTD. If information is not complete, the LA DOTD will either declare the Proposal non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement until all information requested is provided. Insufficient or omitted information may be brought to the attention of the Proposer by the LA DOTD, in its sole discretion, through a request for Clarifications, including submittal of corrected, additional, or missing documents. If a response is not provided prior to the deadline for submission of the response, the Proposal may be declared non-responsive.

All requests for Clarifications and responses must be in writing by E-mail and be limited to answering the specific information requested by the LA DOTD.

5.7 REQUESTS FOR PROPOSAL REVISIONS

The LA DOTD may, at any time after receipt of Proposals and prior to selection, determine that it is appropriate to request Proposal Revisions. The request for Proposal Revisions may include revisions to the RFP, including reductions in or additions to the Project scope.

Before requesting any such Proposal Revisions, the LA DOTD will engage in separate discussions (either in writing or in person through one-on-one meetings) with each Proposer in the competitive range and in accordance with the procedures for proposal revisions described in 23 CFR 636.501 *et seq.* The request for Proposal Revisions will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term “Proposal,” as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revision.

Each Proposer may determine in its discretion whether to deliver the requested Proposal Revisions. Failure of a Proposer to deliver the requested Proposal Revisions shall not, in and of itself, result in the forfeiture of such Proposer’s Proposal Bond; *provided* that such Proposer’s original Proposal, together with the Proposal Bond included therewith, shall remain valid and in effect notwithstanding its election not to deliver the requested Proposal Revisions.

Upon receipt of Proposal Revisions, the P3 Proposals Evaluation Committee will re-evaluate the Proposals as revised.

Notwithstanding this Section 5.7, the LA DOTD anticipates that it will select the successful Proposer based upon evaluation of initially submitted Proposals.

5.8 ADDENDUM AFTER PROPOSAL SUBMISSION

In the event a material error is discovered in the RFP during the Proposal evaluation process, the LA DOTD may issue an Addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected RFP.

5.9 ORAL PRESENTATIONS

5.9.1 General

The LA DOTD may, in its sole discretion, require Proposers to make formal oral presentations with regard to their Technical Proposals. The purpose of oral presentations is to afford each Proposer the following opportunities:

- A) Highlight the most significant aspects of its Technical Proposal;
- B) Communicate its understanding of the ITP requirements and other documents included in the RFP; and
- C) Respond to LA DOTD questions.

The LA DOTD will use the information gained from the oral presentation to assist in its evaluation of the Technical Proposals.

5.9.2 Ground Rules

If oral presentations are used, no more than four speakers may participate in the oral presentation, but other representatives of a Proposer's team may attend. Oral presentations will be limited to one hour in length. The LA DOTD will terminate briefings promptly at the end of the hour. Presenters may use visual aids to state or illustrate key points and supporting information. One complete copy of the complete presentation (including all visual aids) used in the oral presentation must be left with the LA DOTD at the conclusion of the presentation.

Proposers shall not include or make reference to any price or schedule information in the oral presentations. Oral presentations must not be used to fill in missing or incomplete information that is required in the written Technical Proposals. Topics or issues not addressed in the written Technical Proposal must not be discussed during the oral presentations.

Upon conclusion of the presentation, the presenters will be asked to recess outside the room while the LA DOTD develops questions. After the recess, the presenters will return to answer the questions. This question-and-answer session will be limited to one hour in length.

The LA DOTD may tape record, videotape, and/or transcribe all or any part of the oral presentations.

5.9.3 Order of Presentations

If oral presentations are scheduled, the LA DOTD will establish the order of the oral presentations on a random basis. Once formally established, the oral presentation date and time is not negotiable. The LA DOTD will notify each Proposer by letter of the date, time, and place

of the oral presentation. Failure to appear within the specified block of time will result in a Proposer's forfeiture of the opportunity to make an oral presentation. If the Proposer arrives late within the specified block of time, the Proposer will be allowed to make a presentation, but the block of time will not be extended.

5.10 SELECTION DETERMINATION

Once the Technical and Financial Ratings have been determined for each Proposal (whether based on the original Proposals, original Proposals including Oral Presentations, and/or Proposal Revisions) and trade-offs conducted as necessary, the Secretary will select the apparent best value Proposal.

The LA DOTD will not select any Proposer that receives a fail rating on any pass/fail evaluation factor (Sections 5.3.1 and 5.4.1) or receives an "unacceptable" rating for any qualitative evaluation factor or subfactor. The LA DOTD will not select any Proposer that the LA DOTD determines has submitted a non-responsive Proposal (Technical Proposal or Financial Proposal).

5.11 NEGOTIATION OF THE COMPREHENSIVE AGREEMENT

Upon identification of the selected Proposer, the LA DOTD will proceed with the selected Proposer to finalize the Comprehensive Agreement. The LA DOTD may agree to limited negotiations with the selected Proposer to clarify any remaining issues regarding scope, schedule, financing, or any other information provided by that Proposer. In addition, limited negotiations may be conducted as necessary to incorporate the ideas and concepts of unsuccessful Proposers' work product.

Any decision to commence or continue negotiations regarding the terms of the Comprehensive Agreement is at the LA DOTD's discretion. By submitting its Proposal, each Proposer commits to enter into the form of Comprehensive Agreement included in the RFP, without negotiation or variation, and to fill in blanks and include information from the Proposal that the form of the Comprehensive Agreement indicates is required.

If a Comprehensive Agreement satisfactory to the LA DOTD cannot be negotiated with the selected Proposer, the LA DOTD will formally end negotiations with that Proposer and take one of the following actions:

- A) Requiring the selected Proposer to enter into the Comprehensive Agreement in the form included in the RFP, without variation except to fill in blanks and include information from the Proposal that the form of the Comprehensive Agreement indicates is required;
- B) Rejecting all Proposals;
- C) Issuing a request for Proposal Revisions to Proposers, but only if the ATCs of one or more Proposers have not been revealed to the successful Proposer; or
- D) Proceeding to the next most highly ranked Proposal to finalize or attempt to negotiate the Comprehensive Agreement with that Proposer in accordance with this Section 5.11.

5.12 POST-SELECTION DELIVERABLES

As a condition precedent to final award of the Comprehensive Agreement, the successful Proposer shall deliver the following to the LA DOTD within five Business Days after selection notification:

- A) Evidence of authority to transact business in the State for all members of Proposer's team that will transact business in the State, dated no earlier than 30 days prior to the Proposal Due Date; and
- B) If not previously submitted, a copy of the final organizational documents for the Developer and, if a Developer is a LLC, partnership, or JV, for each member or partner of the Developer. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal. If Developer is a JV, attach a letter from each JV member stating that the JV agrees to be held jointly and severally liable for any and all of the duties and obligations of Developer under the Proposal and the Comprehensive Agreement arising therefrom.

5.13 FINAL AWARD, EXECUTION, AND DELIVERY OF THE COMPREHENSIVE AGREEMENT

5.13.1 Final Award and Comprehensive Agreement Execution

Upon and subject to successful completion of any negotiations (if held), concurrence in award by the Federal Highway Administration (FHWA), and receipt by the LA DOTD of all of the documents required by this ITP to be provided by the successful Proposer prior to execution of the Comprehensive Agreement, the LA DOTD shall deliver execution copies of the Comprehensive Agreement to the successful Proposer for execution by the successful Proposer. The LA DOTD shall deliver four sets to be retained by the LA DOTD and as many sets as required by the successful Proposer to be retained by the successful Proposer.

Within five Business Days after receipt of such execution copies, the successful Proposer shall execute and return all execution copies of the Comprehensive Agreement, together with the required documents described in Section 5.1.2, to the LA DOTD for counter-execution by the LA DOTD. If Developer is a JV or a partnership, the Comprehensive Agreement must be executed on behalf of Developer by all JV members or general partners, as applicable.

Within 15 Business Days after receipt of the executed Comprehensive Agreement sets (and all other required documents) from the successful Proposer, the LA DOTD shall counter-execute the Comprehensive Agreement, retain the required number of sets of the executed Comprehensive Agreement for itself, and deliver the other executed Comprehensive Agreement sets to Developer. Final award shall be deemed to have occurred upon delivery of the fully executed sets to Developer. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Comprehensive Agreement to the LA DOTD within the 15 Business Day period herein mentioned, the amount of the Proposal Bond may be forfeited and paid to the LA DOTD.

Subject to satisfaction of all conditions precedent to the foregoing, the Comprehensive Agreement shall be fully executed and become effective not later than the expiration of the validity of the successful Proposer's Proposal. The Comprehensive Agreement with the selected Proposer will not be effective until both the Developer and the LA DOTD have signed it. Without limiting LA DOTD's rights under Section 8.0, LA DOTD may modify the Comprehensive Agreement execution date specified in Section 1.8.1 due to the sale of bonds to be sold after selection of the successful Proposer or receipt of federal funding.

If the LA DOTD and the successful Proposer fail to execute the Comprehensive Agreement within the time periods identified above, award of the Comprehensive Agreement may be made to the apparent "next" successful Proposer, or the Work may be re-advertised and completed under a different contract or otherwise, as the LA DOTD may decide.

The Comprehensive Agreement will not be effective until it has been fully executed by all of the parties thereto.

5.13.2 Documents to be delivered by Proposer with Executed Comprehensive Agreement

On or before the date that the LA DOTD delivers the execution sets of the Comprehensive Agreement to Proposer, the LA DOTD shall notify Proposer regarding the number of originals and copies required to be delivered.

Proposer shall deliver the documents listed below to the LA DOTD concurrently with the executed Comprehensive Agreement, as a condition to execution of the Comprehensive Agreement by the LA DOTD:

- A) Evidence of approval of the final form of the Comprehensive Agreement, and of due authorization, execution, delivery and performance of the Comprehensive Agreement by Developer thereunder and (if Developer is a JV) by its JV members. Such evidence shall be in form and substance satisfactory to the LA DOTD. If Developer is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Developer is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Developer is a LLC, such evidence shall be in one of the forms:
 - 1) A resolution of the governing body of the LLC, certified by an appropriate officer of the company; or
 - 2) A managing member(s) resolution, certified by an appropriate officer of the managing member(s); or
 - 3) If there is no managing member, a resolution from each member certified by an appropriate officer of such member. If Developer is a JV, such evidence shall be in the form of a resolution of each JV member, certified by an appropriate officer of such JV member;

- B) The Proposer's Federal Internal Revenue Service Employer Identification Number, or, if the Proposer is an individual with no employer identification number, the Proposer's Social Security Number;
- C) Evidence in the form of a Certificate of Authority issued by the Louisiana Secretary of State certifying that the Developer is qualified and authorized to do business in the State of Louisiana;
- D) Evidence of insurance required to be provided by Developer under the Comprehensive Agreement (including, in the case of insurance policies not required to be in place until after the effective date, evidence satisfactory to the LA DOTD that Developer is able to obtain the coverages to be bound, such as a letter from an insurance broker with details of the coverages and pricing, limits, endorsements, and other terms required by the Comprehensive Agreement);
- E) Evidence that one or more members of the Proposer team (i.e., partner, member, coventurer, or Subcontractor), or the Proposer itself, holds the appropriate licenses from the Louisiana Professional Engineering and Land Surveying Board and the State Licensing Board for Contractors;
- F) An LA DOTD approved DBE Plan, in accordance with Exhibit M of the Comprehensive Agreement;
- G) Executed performance and payments bonds, in accordance with Section 16.08 of the Comprehensive Agreement;
- H) If security for Proposer's obligations under the Comprehensive Agreement is required by the LA DOTD pursuant to Section 16.08 of the Comprehensive Agreement, Guaranties from Guarantor(s) in the form previously approved by the LA DOTD; and
- I) Other ancillary documents, if any, not inconsistent with the Contract Documents or this ITP (which the LA DOTD shall identify at least 10 Business Days prior to the date by which the Developer is required to deliver the documents listed in this Section 5.1.2 to the LA DOTD) and other documents determined to be necessary as a result of pre-award negotiations (which the LA DOTD and Proposer shall mutually identify as part of the pre-award negotiations).

6.0 PROTESTS

This Section 6.0 sets forth the exclusive protest remedies available with respect to the selection determination of the successful Proposer. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in this RFP, it shall indemnify, defend, and hold the LA DOTD and its directors, officers, officials, employees, agents, representatives, and consultants harmless from and against all liabilities, expenses, costs (including attorneys' fees and costs), fees, and damages incurred or suffered as a result of such Proposer's actions. The submission of a Proposal by a Proposer will be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

6.1 WRITTEN PROTESTS ONLY

All protests must be in writing. Protests must be delivered to Geoffrey Rodriguez, (Protest Official) at P3bellechasse@LA.GOV.

All protests must be submitted within five calendar days from the public announcement of the selected Proposer. Any protest not set forth in writing within the time limits specified in these procedures is null and void and will not be considered.

6.2 PROTEST CONTENTS

All Protests must include the following information:

- A) The name and address of the Proposer;
- B) The State Project number;
- C) A detailed statement of the nature of the protest and the grounds on which the protest is made; and
- D) All factual and legal documentation in sufficient detail to establish the merits of the protest. Evidentiary statements must be provided under penalty of perjury.

The protestor shall have the burden of proving its protest by clear and convincing evidence. No hearing will be held on the protest, but it will be decided on the basis of the written submissions by the Protest Official or his designee.

6.3 PROTEST DECISION

The Protest Official or his designee will issue a written decision regarding any protest within seven calendar days, at which time the LA DOTD will not proceed with the procurement until after the written decision is issued. The decision issued in writing by the Protest Official or his designee is the final decision of LA DOTD. No further right of appeal is granted herein.

7.0 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS AND DISCLAIMERS

7.1 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S RIGHTS

The LA DOTD may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in this RFP. The LA DOTD reserves the right, in its sole and absolute discretion, to do any of the following:

- A) Develop the Project and any facility in any manner that it, in its discretion, deems necessary;
- B) Reject any or all Proposals;
- C) Terminate this procurement and issue a new RFP for all or part of the Project;
- D) Modify any dates set or projected in the RFP and extend any deadlines;
- E) Cancel, modify, or withdraw the entire RFP;
- F) Terminate evaluations of Proposals received at any time, in its discretion;
- G) Issue Addenda, supplements, and modifications to this RFP;
- H) Modify the RFP process (with appropriate notice to Proposers);
- I) Appoint a P3 Proposals Evaluation Committee and, if necessary, evaluation teams and/or subcommittees to review Proposals and seek the assistance of outside technical experts in Proposal evaluation;
- J) Suspend, discontinue, or terminate negotiations of the Comprehensive Agreement at any time, elect not to commence negotiations of the Comprehensive Agreement with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer;
- K) Waive or permit corrections to Proposals, including requests for Clarifications and requests for Proposal Revisions;
- L) Disclose information contained in a Proposal to the public as described herein;
- M) Approve or disapprove the use of Subcontractors and/or substitutions and/or changes of Proposer team members or Key Personnel from the SOQs;
- N) Revise and modify, at any time before the Proposal Due Date identified in Section 1.8.1, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, the LA DOTD will circulate an Addendum to all Proposers on the Short-List setting forth the changes to the evaluation factors or methodology. The LA

DOTD may extend the Proposal Due Date identified in Section 1.8.1 if such changes are deemed by the LA DOTD, in its sole discretion, to be material and substantive;

- O) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- P) Disqualify any Proposer that changes its organization (as represented in its SOQ) without LA DOTD written approval;
- Q) Hold the Proposals under consideration for a maximum of 270 calendar days after the Proposal Due Date specified in Section 1.8.1; and/or
- R) Refuse to issue an RFP to a prospective Proposer and to refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 - 1) Failure on the part of an Equity Member to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts;
 - 2) Default on the part of an Equity Member, the Lead Contractor, or the Lead Designer under previous contracts;
 - 3) Unsatisfactory performance of previous work by the Proposer, an Equity Member, the Lead Contractor, and/or the Lead Designer;
 - 4) Issuance of a notice of debarment, suspension, or disqualification under LA DOTD or federal policies or regulations to the Proposer, an Equity Member, the Lead Contractor, and/or the Lead Designer;
 - 5) Submittal by the Proposer of more than one Proposal for the same work under the Proposer's own name or under a different name;
 - 6) Evidence of collusion between a prospective Proposer (or any Equity Member, Lead Contractor, or Lead Designer) and other Proposer(s) (or Equity Members, Lead Contractors, or Lead Designers) in the preparation of an SOQ, proposal, or bid for any LA DOTD project; and/or
 - 7) Uncompleted work or default on a contract in another jurisdiction for which the prospective Proposer or an Equity Member is responsible, which in the judgment of the LA DOTD might reasonably be expected to hinder or prevent the prompt completion of additional work if awarded.

This RFP does not commit the LA DOTD to enter into a Comprehensive Agreement, nor does it obligate the LA DOTD to pay for any costs incurred in preparation and submission of Proposals or in anticipation of the Comprehensive Agreement. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

7.2 THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT'S DISCLAIMER

In issuing this RFP and undertaking the procurement process contemplated herein, the LA DOTD specifically disclaims the following:

- A) Any liability or commitment to provide sales tax or other revenues to assist in carrying out any and all phases of the Project; and
- B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

STATE OF LOUISIANA

BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT PUBLIC-PRIVATE PARTNERSHIP PROJECT

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

~~DRAFT~~ REQUEST FOR PROPOSALS

~~July 17~~October 4, 2018

INSTRUCTIONS TO PROPOSERS

APPENDIX A TECHNICAL PROPOSAL INSTRUCTIONS



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A1.0 GENERAL INSTRUCTIONS

This Appendix A – Technical Proposal Instructions to the Instructions to Proposers (ITP) describes the specific instructions for preparing the Technical Proposals.

The Proposer shall submit the information required by this Appendix A – Technical Proposal Instructions in the organization and format, and using the forms, specified herein. Alterations to the forms will only be permitted where specifically allowed and/or to allow for expansion of spaces for responses in order to accommodate inclusion of the information requested. Failure to provide all of the requested information on the forms and in the format specified may result in the Louisiana Department of Transportation and Development (LA DOTD) declaring the Technical Proposal non-responsive.

The Technical Proposal of the selected Proposer, or portions thereof, will be incorporated into the Comprehensive Agreement.

Technical Proposals must be submitted in five volumes, tabbed appropriately (*see* Table A – Outline for Submission of the Technical Proposal) containing the following information:

- A) Legal;
- B) Design-Build;
- C) Tolling;
- D) Operations and Maintenance; and
- E) Key Personnel and Experience.

All Proposal information submitted in the Technical Proposal will be used for evaluating the Proposals.

All forms named herein are found in Appendix C – Proposal Forms unless otherwise noted.

Text must be in English in a standard font, a minimum of 12 points in height, single-spaced. Pages must be 8½ inch by 11 inch white paper, with simple lettered/numbered dividers for each section/subsection. Single-sided pages must be used except for pre-printed information, such as corporate brochures.

Drawings or sketches must be submitted on 11 inch by 17 inch and/or 8 ½ inch by 11 inch white paper.

The Proposer shall number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

The Proposer shall present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information must be easily reproducible by normal black and white photocopying machines. Color photographs, renderings, and brochures must be adequately bound and suitably protected for handling and circulation during review.

The Technical Proposal is limited to a total of 175 pages, exclusive of tabs and divider pages, cover letters, the Executive Summary, calculations, specifications, drawings or sketches, required forms (found in Appendix C – Proposal Forms), organization charts, resumes, or schedules.

Where an approved Alternative Technical Concept (ATC) is included in a Technical Proposal, the Proposer shall specifically highlight that an approved ATC is included in the Technical Proposal, reference the ATC identification number, describe how the ATC is used, and provide cross-references to other elements of the Proposal that are affected by the ATC.

A2.0 LEGAL PASS/FAIL EVALUATION FACTOR

A2.1 OBJECTIVES

The objective of the Legal Pass/Fail Evaluation Factor is to identify legally constituted Proposers able to submit Proposals, enter into the Comprehensive Agreement, and complete the Work and that have obtained all required licenses or committed to do so prior to award of the Comprehensive Agreement.

A2.2 LEGAL INFORMATION FOR VOLUME 1 OF THE TECHNICAL PROPOSAL

The Proposer shall submit the following legal information:

- A) The Form of Proposal (*see* Appendix C – Proposal Forms to this ITP) that constitutes a firm offer to the LA DOTD valid for 270 calendar days after the Proposal due date. The Proposer shall attach to the Form of Proposal the documents and information described in the Form of Proposal and shall identify its single point of contact for all purposes relating to the Proposal, including Proposer's rights and obligations under the Request for Proposals (RFP), negotiations of the Comprehensive Agreement, and receipt of any documents return to the Proposer, including the Proposal Security. The Form of Proposal shall include evidence of signature authorization for each individual executing any Proposal forms;
- B) Form A (*see* Appendix C – Proposal Forms to this ITP), Proposer's Organization Information, for the Proposer's organization. The Proposer shall identify a single point of contact for the Proposer and the address, E-mail address, and telephone number where questions should be directed on Form A. The single point of contact identified on Form A shall be the same person identified in the cover letter (*see* Section 1.3.2 of the ITP). All communication regarding the procurement process and Project shall be conducted with the Proposer's single point of contact;
- C) Form B (*see* Appendix C – Proposal Forms to this ITP), Named Subcontractors and Suppliers, showing all subcontractors, suppliers, and

Louisiana Department of Transportation and Development

Architectural/Engineering (A/E) subconsultants identified by the Proposer as of the Proposal due date;

- D) Form C (*see* Appendix C – Proposal Forms to this ITP), Responsible Proposer Questionnaire, signed by Proposer. As noted on the form, Form C may be provided by Proposer on its own behalf and on behalf of Equity Members, or it may be provided by Proposer on its own behalf and the individual Equity Members on their own behalf. The form executed by the Proposer shall be signed by the same individual(s) who are identified on Form A as the Proposer's single point of contact. The forms signed by Equity Members shall be signed by an authorized representative of such Equity Member.
- E) Evidence in the form of a Certificate of Authority issued by the Louisiana Secretary of State certifying that the Proposer is qualified and authorized to do business in the State of Louisiana, or a commitment to become registered prior to execution of the Comprehensive Agreement, regardless of whether such information was submitted with the Proposer's Statement of Qualifications (SOQ);
- F) Evidence that one or more members of the Proposer team (i.e., partner, member, coventurer, or subcontractor), or the Proposer itself, holds the appropriate licenses from the Louisiana Professional Engineering and Land Surveying Board and the State Licensing Board for Contractors or a commitment signed by authorized representatives of the Proposer and its Equity Members, if relevant, to become licensed prior to execution of the Comprehensive Agreement;
- G) The Non-Collusion Form (*see* Appendix C – Proposal Forms to this ITP) certifying that the Proposal is not the result of, and has not been influenced by, collusion;
- H) Form D, Disadvantaged Business Enterprise Certification (*see* Appendix C – Proposal Forms to this ITP) concerning Disadvantaged Business Enterprise (DBE) requirements;
- I) Form E, Certification regarding Use of Contract Funds for Lobbying (*see* Appendix C – Proposal Forms to this ITP), certifying that no federal appropriated funds have been or will be paid for lobbying activities and no other funds have been paid or will be paid to influence governmental decisions regarding the Project;
- J) A disclosure of any potential organizational conflicts of interest, as further explained at Section 1.10 of the ITP, including disclosure of all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. The disclosure must state how the Proposer's interests, or those of its chief executives, directors, Key Personnel, Equity Members, the Lead Contractor, the Lead Designer, the Lead Operations and Maintenance Firm, the Toll System Provider, the Tolling Operator (if different from the Lead Operations and Maintenance Firm), or any proposed subcontractors

may result in, or could be viewed as, an organizational conflict of interest. If the LA DOTD determines that an actual or potential conflict of interest exists that cannot be avoided, neutralized, or mitigated, that Proposer will not be eligible for selection;

- K) Form F, Commitment to Assign Identified Resources to Project (*see* Appendix C – Proposal Forms to this ITP), committing that the Key Personnel resources shown in the Proposer's Proposal will be available to the extent within this Proposer's control;
- L) A copy of any letter(s) issued by the LA DOTD approving any requested changes to the Proposer's Key Personnel and/or organization in accordance with Section 1.9 of the ITP;
- M) Form G, Certification regarding Prohibition of Discriminatory Boycotts of Israel (*see* Appendix C – Proposal Forms to this ITP), certifying that the Proposer it is not engaging in a boycott of Israel, and shall, for the duration of the Comprehensive Agreement, refrain from a boycott of Israel;
- N) A surety(ies) commitment letter indicating that the Proposer is capable of obtaining Proposal, performance, and payment bonds covering the Design-Build Work. In the event the Proposer is unable to obtain such letter for any of the bonds, a letter from a surety(ies) indicating that the Lead Contractor is capable of obtaining Proposal, performance, and/or payment bonds, as applicable, covering the Design-Build Work may be submitted.

The bonding/security capacity levels in Table 1 represent minimum levels. The Proposer or Lead Contractor, as applicable, shall submit a letter from a qualified surety as provided by Louisiana Revised Statutes 48:255(D). If the letter is submitted by co-sureties or a joint venture of sureties, the letter must clearly state that the sureties making up the co-surety or the joint venture are bound in solido for the full amount of the bond. **Letters indicating "unlimited" bonding/security capability are not acceptable;** and

Table 1

Proposal Security	Payment Bond or Bonds	Performance Bond or Bonds
Five Percent of the aggregate value of the Design-Build Work	100% of the aggregate value of the Design-Build Work	100% of the aggregate value of the Design-Build Work

- O) A Proposal Bond (*see* Appendix C – Proposal Forms to this ITP), in accordance with Section 3.3 of the ITP.

A3.0 DESIGN-BUILD QUALITATIVE EVALUATION FACTOR

A3.1 OBJECTIVES

The objectives for the Design-Build Qualitative Evaluation Factor are to identify a Proposer that demonstrates the following capabilities:

- A) A clear understanding of the Project through its proposed Project organization and Project approaches;
- B) A logical, sequential, executable approach to deliver the Project by way of a well-developed and comprehensive Project baseline schedule;
- C) Specific understanding of the Project, including but not limited to effective project management, quality management in design and construction, responsive operation and maintenance during construction, and proactive and responsive public and stakeholder interaction;
- D) The approach for community inclusive aesthetic design of structures, hardscape, and landscape;
- E) The Proposer's ability to operate and maintain the existing vertical-lift movable bridge and tunnel in a manner that maintains public accessibility and safety during construction of the new bridge
- F) To identify Proposers with a demonstrated understanding of the overall Project requirements through the applicable design concepts presented;
- G) To allow traffic to be safely maintained during construction while minimizing delays and inconvenience to the motoring public and marine traffic; and
- H) To identify efficient and innovative design and/or construction solutions that achieve the goals of the Project.

A3.2 DESIGN-BUILD INFORMATION FOR VOLUME 3 OF THE TECHNICAL PROPOSAL

A3.2.1 Structures Subfactor

The Proposer shall submit a description of the bridge structure, including sufficient detail to indicate the bridge location and limits, the bridge type, foundation type, vertical clearance, and horizontal clearance. In addition, the Proposer shall submit a description and concept drawings of aesthetic items proposed for the Project.

A3.2.2 Design-Build Organization and Approach Subfactor

The Proposer shall provide the following information pertaining to the Developer's organization and approach for performing design and construction on the Project, including at a minimum the following:

- A) Organization charts depicting the following:
 - 1) Key Personnel;
 - 2) Proposed roles and responsibilities of the Proposer, Equity Members, Lead Designer, Lead Contractor, Lead Operations and Maintenance Firm, Toll System Provider, Tolling Operator, and identified subcontractors (design and construction);
 - 3) An organization chart showing the proposed design organization identifying responsibilities and organization of the key personnel and design staff groups, including license numbers; and
 - 4) An organization chart showing the proposed construction organization including expected mobilization and general responsibilities of the key personnel and staff groups;
- B) A description of the approach for development and coordination of design, including integrating related issues such as ATCs, ROW, utilities, and community relations;
- C) A description of the proposed approach for delivering the design for the Project, including, when the designers will be mobilized and where they will be located and how designs developed by different firms and offices will be integrated and coordinated to ensure consistency and quality;
- D) A description of the designer's approach to solicitation and incorporation of community input into aesthetic design of structures (including color of the new facility), hardscapes, and landscaping;
- E) A description of construction management, including, how design will be integrated with construction sequencing, and how construction will be integrated with operations and maintenance during construction; and
- E) A description of how the Proposer will operate and maintain the existing Judge Perez vertical-lift bridge and Belle Chasse Tunnel during construction of the new bridge to maintain accessibility and safety for the traveling public.

A3.2.3 Public Information and Communications Subfactor

The Proposer shall submit at a minimum a preliminary Public Information and Communications Plan, as per Section 2 of the Technical Provisions. The Proposer shall address any innovative

approaches to incorporating the community's input into the aesthetic design of structures, hardscape, and landscaping.

A3.2.4 Demolition and Decommissioning of Existing Infrastructure Subfactor

The Proposer shall submit a draft plan describing at a minimum the following elements related to demolition of the existing two-lane vertical-lift movable Judge Perez Bridge over the Gulf Intracoastal Waterway ("GIWW") and decommissioning of the existing two-lane vehicular Belle Chasse Tunnel beneath the GIWW:

- A) A milestone timeline for completing these elements of the Work, including the following:
 - 1) Coordination with various governmental agencies and representatives;
 - 2) Establishment of environmental clearances as required;
 - 3) Transition of vehicular traffic to the new bridge structure and approach roadway;
 - 4) Removal and storage of LA DOTD required existing electrical/mechanical equipment from the structures;
 - 5) Demolition of approach roadways and appurtenances;
 - 6) Demolition and decommissioning of the Judge Perez Bridge and Belle Chasse Tunnel;
 - 7) Restoration of any disturbed areas within the GIWW channel to not less than current dredge depths; and
 - 8) Restoration of the ROW, landscape, and hardscape according to the Proposer's aesthetic plan;
- B) An approach for safely coordinating and managing vehicular and marine traffic movement during demolition and decommissioning;
- C) An approach for monitoring and protecting the new bridge structure and the existing railroad structure during demolition and decommissioning;
- D) A description of stakeholder coordination related to the Proposer's interaction with federal, state, and local governmental and stakeholder representatives;
- E) A description of the Proposer's approach to ensuring the Work is accomplished in an environmentally compliant manner as described in the Contract Documents; and

- F) A description of how this Work will be integrated into the Proposer's hurricane evacuation plan.

A3.2.5 Schedule, Cost Control, and Risk Management Subfactor

The Proposer shall describe its schedule, cost control, and risk management methodologies, including at a minimum the following:

- A) The approach for preparing, controlling, updating, and, when necessary, revising the Project schedule, as per Section 2.2 of the Technical Provisions;
- B) A preliminary Project baseline schedule and narrative for the Project, which shall include identification of the Proposer's Financial Close Date, Partial Acceptance – Open to Traffic Date, and Final Acceptance Date; and
- C) The approach for identification, assessment, management, mitigation, and allocation of Project-specific risks, including at a minimum the following:
 - 1) Identification of significant risk categories;
 - 2) Procedures and tools to conduct risk analyses and retirement; and
 - 3) Procedures for interaction with the LA DOTD for regular joint-risk meetings as a means of Project risk mitigation.

A3.2.6 Design-Build Quality Management and Safety Subfactor

The Proposer shall submit at a minimum the following information pertaining to the Design-Build (DB) quality management and safety in accordance with Section 2 of the Technical Provisions:

- A) Quality Management
 - 1) A summary of the Proposer's proposed draft Quality Management Plan, as per Section 2 of the Technical Provisions;
 - 2) A narrative describing the following:
 - a) The roles, responsibilities, and authorities of quality management personnel over design and construction activities to ensure final product quality;
 - b) Assurance of how the independence of quality management activities from production staff influence will be accomplished;
 - c) The relationship and relative authority within the Proposer's organization of quality management

staff and design and construction production staff;
and

- d) How quality management will be handled for subcontractors and materials suppliers (design and construction);

- 3) An organization chart showing the Proposer's quality management organization (design and construction) and to whom the quality management staff report within the Proposer's organization; and

- 4) A demonstration of the Proposer's understanding of the relationship and interaction between the Lead Contractor's quality materials labs and the LA DOTD's material verification labs; and

B) Safety Plan

- 1) An organization chart showing the planned safety organization and its relationship to the Proposers Organization. The Proposer shall indicate roles and responsibilities of the safety staff;

- 2) A description of how responsibility and accountability for safety will be incorporated at all levels of the Proposer's organization;

- 3) A description of the Proposer's approach to identifying, developing, and providing relevant training for employees and supervisors, including subcontractor staff;

- 4) A description of the Proposer's approach to safety procedures, including, incident response and reporting and responding to hazardous conditions, specifically the notification of the LA DOTD of all incidents, and the Proposer's approach to emergency management coordination with the LA DOTD and other involved agencies;

- 5) A description of how the Proposer's approach to safety will account for the unique attributes of this Project, including, but not limited to, the urban environment and work over water; and

- 6) A description of how the Proposer's Safety Manager(s) will interface with local first responders, state emergency evacuation representatives, and other agencies.

A3.2.7 Vehicular and Marine Maintenance of Traffic Subfactor

The Proposer shall submit a draft of the proposed Transportation Management Plan. Key elements that must be discussed include at a minimum the following:

- A) A traffic sequencing plan, including, among other topics, the use of detours and construction sequencing with a plan and timing for closing and opening lanes to traffic;
- B) A traffic incident management plan;
- C) Motorist assistance plans;
- D) Emergency vehicle access and response plan; and
- E) Hurricane evacuation routing plan.

A3.2.8 Operations and Maintenance of the Current Facility Subfactor

The Proposer shall submit a draft Operations and Maintenance Management Plan during construction, as per Section 18 of the Technical Provisions, which presents the Proposer's approach to meeting the Project's operations and maintenance management obligations of the Judge Perez Bridge and Belle Chasse Tunnel between commencement of construction and transfer of traffic to the new bridge structure.

A4.0 TOLLING QUALITATIVE EVALUATION FACTOR

A4.1 OBJECTIVES

The following are the objectives for the Tolling Qualitative Evaluation Factor:

- A) To identify Proposers that have a clear understanding of imposing the lowest toll rates that are financially feasible for the shortest operations and maintenance term for the new Belle Chasse bridge;
- B) To identify Proposers that can plan, design, install, operate, and maintain state-of-the-art, interoperable, tolling systems for Belle Chasse and LA 1 that provide multiple customer options and conveniences; and
- C) To identify Proposers that can timely and efficiently install, operate, and maintain a new toll collection system for LA 1 that is fully integrated with the Belle Chasse toll system.

A4.2 TOLLING INFORMATION FOR VOLUME 4 OF THE TECHNICAL PROPOSAL

A4.2.1 Belle Chasse Tolling Systems and Operations Subfactor

The Proposer shall submit at a minimum the following information related to tolling systems and operations of the new Belle Chasse bridge:

- A) A work plan and schedule to install both roadside toll collection and ultimate back office systems for the new Belle Chasse bridge and commence operations and maintenance;
- B) A preliminary roadside tolling layout schematic and plan, including, all subsystem functionality, hardware, and software specifications;
- C) A description of the toll lane tolling systems for the Project, including the following:
 - 1) A schematic plan showing tolling point(s), toll lane system diagram, and informational signing;
 - 2) A description of the proposed secure network communications system; and
 - 3) A preliminary tolling plan for the new Belle Chasse bridge, including the following:
 - a) Proposed toll rates for each payment type offered (e.g., transponder and image) for all vehicle classifications by day and hour, including resident or other discounts;
 - b) Implementation of tolling operations, including any initial reduced toll rates; and
 - c) Parameters for increasing or decreasing tolls;
- D) A description, including a staffing plan, for how the Proposer plans to operate and maintain the new Belle Chasse bridge, including the roadside toll collection system, any storefront location(s), and the ultimate back office system (“BOS”) and customer service center/violation processing center (“CSC/VPC”). The Proposer shall provide a description of the tolling operations, including, system features for customer account opening and maintenance, location and hours of storefront(s), and location and hours of call center(s);
- E) A description of the image based transaction processing, including invoicing processes/procedures and invoicing fees, and a description of the violation and collection processes/procedures, notices, and fees; and

- F) A description of how the tolling system will be interoperable with other toll facilities in the state, regionally, and nationally.

A4.2.2 LA 1 Tolling Systems and Operations Subfactor

The Proposer shall submit at a minimum the following information related to tolling systems and operations of the existing LA 1 facility:

- A) A work plan and schedule to install both roadside and back office systems for LA 1 and transition of operations and maintenance from the LA DOTD to the Developer;
- B) A preliminary roadside tolling layout schematic and plan, including all subsystem functionality, hardware, and software specifications;
- C) A description of the toll lane tolling systems for the Project, including the following:
 - 1) A schematic plan showing tolling point(s), toll lane system diagram, and informational signing; and
 - 2) A description of the proposed secure network communications system;
- D) A description of how the Proposer will migrate existing accounts from the LA DOTD's current toll system to the Developer's toll system, including, customer information, transaction history, financial information, and account balances;
- E) A description of how the Proposer recommends LA 1 tolling could be incorporated with Belle Chasse tolling, and how the Proposer suggest LA 1 toll operations and maintenance could be cost effectively performed for up to 30 years (to include a new roadside toll collection system ("RTCS"), cash collections, possible storefront location, and BOS/CSC). The Proposer shall provide a description of the approach to tolling operations, a proposed staffing plan, and a description of customer service features provided and associated hours of operations;
- F) A description of image based transaction processing, including, invoicing processes/procedures, and invoicing fees, and a description of the violation and collection processes/procedures, notices, and fees; and
- G) A description of how the tolling system will be interoperable with other toll facilities in the state, regionally, and nationally.

A5.0 OPERATIONS AND MAINTENANCE QUALITATIVE EVALUATION FACTOR

A5.1 OBJECTIVES

The following are the objectives for the Operations and Maintenance Management Qualitative Evaluation Factor:

- A) Depiction of an operations and maintenance organization with clear lines of responsibility; and
- B) An operations and maintenance approach that responds to the needs of the LA DOTD, the adjacent communities, and the traveling and navigating public.

A5.2 OPERATIONS AND MAINTENANCE INFORMATION FOR VOLUME 5 OF THE TECHNICAL PROPOSAL

A5.2.1 Routine Maintenance, Rehabilitation, and Handback Subfactor

The Proposer shall submit its approach to routine maintenance, rehabilitation, and handback Work, as per Section 19 of the Technical Provisions, including at a minimum the following:

- A) The processes that will be employed for developing a program of routine maintenance, major repair, and replacement work;
- B) The approach to programming rehabilitation Work; and
- C) The approach to ensuring that handback requirements will be met.

A5.2.2 Operations and Maintenance Management Plan Subfactor

The Proposer shall submit its approach to operating and maintaining the Project, including a draft Maintenance Management Plan, as per Sections 18 and 19 of the Technical Provisions, which presents the Proposer's approach to meeting the Project's maintenance obligations over the term of the Comprehensive Agreement.

A5.2.3 Operations and Maintenance Quality Management Subfactor

The Proposer shall submit its approach to operations and maintenance quality management, as per Section 19.7 of the Technical Provisions, including at a minimum the following:

- A) The approach to operations quality management, including the following:
 - 1) A description of quality assurance and quality control functions;
 - 2) The approach to reporting relationships and responsibilities, including LA DOTD oversight; and
 - 3) A description of the internal process for preparing and reviewing incident reports, non-conformance reports, traffic reports, and

maintenance work reports and how non-compliance issues will be documented and corrected; and

- B) The approach to maintenance quality management, including the following:
- 1) A description of quality assurance and quality control functions;
 - 2) The approach to reporting relationships and responsibilities, including LA DOTD oversight; and
 - 3) A description of how the quality process will be integrated into maintenance inspections to effect change, as necessary, in maintenance procedures and performance.

A6.0 KEY PERSONNEL AND EXPERIENCE QUALITATIVE EVALUATION FACTOR

A6.1 OBJECTIVES

The following are the objectives for the Key Personnel and Experience Qualitative Evaluation Factor:

- A) To identify Proposers that will effectively manage all aspects of the Project in a quality, timely, and effective manner; and
- B) To identify the best personnel for key positions with demonstrated experience and expertise in and record of producing quality work on projects of a similar nature to this Project. The Key Personnel positions for the purposes of this Request for Proposals (RFP) are identified in Section 2.9.2 of the Technical Provisions and are as follows:
- 1) Principal-in-Charge;
 - 2) Developer's Project Manager;
 - 3) Design Manager;
 - 4) Construction Manager;
 - 5) Operations and Maintenance Manager;
 - 6) Quality Manager;
 - 7) Design Quality Manager;
 - 8) Construction Quality Control Manager;
 - 9) Safety Manager;
 - 10) Lead Geotechnical Engineer;

- 11) Traffic Engineer;
- 12) Roadway Design Engineer;
- 13) Environmental Compliance Manager;
- 14) Bridge Design Engineer;
- 15) Tolling System Manager;
- 16) Tolling Operations Manager; and
- 17) Public Information Coordinator.

A6.2 KEY PERSONNEL AND EXPERIENCE INFORMATION FOR VOLUME 2 OF THE TECHNICAL PROPOSAL

The Proposer shall submit Form H, Key Personnel Information (*see* Appendix C – Proposal Forms) and resumes of each of the identified Key Personnel in Section A6.1(B).

The Proposer should note that the Developer's Project Manager must not be identified to fulfill multiple Key Personnel roles. Similarly, Key Personnel that are members of the Proposer's quality organization must not fulfill multiple roles.

A7.0 FORMAT AND ORGANIZATION OF THE TECHNICAL PROPOSAL

The Technical Proposal must be submitted in the following format and on the forms contained in Appendix C – Proposal Forms:

**TABLE A
OUTLINE FOR SUBMISSION OF THE TECHNICAL PROPOSAL**

Section/Subsection Numbering	Section Title and Required Information	Reference
SECTION 1	LEGAL PASS/FAIL EVALUATION FACTOR INFORMATION	A2.2
	• Form of Proposal;	A2.2(A)
	• Form A, Proposer's Organization Information;	A2.2(B)
	• Form B, Named Subcontractors and Suppliers;	A2.2(C)
	• Form C, Responsible Proposer Questionnaire;	A2.2(D)
	• Secretary of State certification, or commitment to become registered;	A2.2(E)
	• Licensing information;	A2.2(F)
	• Non-Collusion Form;	A2.2(G)
	• Form D, DBE Certification;	A2.2(H)
	• Form E, Certification Regarding Use of Contract Funds for Lobbying;	A2.2(I)

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Section/Subsection Numbering	Section Title and Required Information	Reference
	<ul style="list-style-type: none"> Organizational conflict of interest disclosure (if required); 	A2.2(J)
	<ul style="list-style-type: none"> Form F, Commitment to Assign Identified Resources to Project; 	A2.2(K)
	<ul style="list-style-type: none"> Copies of approvals for changes in Key Personnel or organization; 	A2.2(L)
	<ul style="list-style-type: none"> Form G, Certification regarding Prohibition of Discriminatory Boycotts of Israel; 	A2.2(M)
	<ul style="list-style-type: none"> Surety(ies) commitment letter; and 	A2.2(N)
	<ul style="list-style-type: none"> Proposal Bond. 	A2.2(O)
SECTION 2	<u>DESIGN-BUILD QUALITATIVE EVALUATION FACTOR INFORMATION</u>	A3.2
Section 2.1	<ul style="list-style-type: none"> Structures, including a description of the bridge structure. 	A3.2.1
Section 2.2	<ul style="list-style-type: none"> Design-Build Organization and Approach, including the following: <ul style="list-style-type: none"> Organization charts; Description of the approach for development and coordination of design; Description of the approach for delivering the design; Description of the approach to solicitation and incorporation of community input into aesthetic design of structures, hardscapes, and landscaping; Description of construction management; and Description of how the Proposer will operate and maintain the existing Judge Perez vertical-lift bridge and Belle Chasse Tunnel during construction of the new bridge to maintain accessibility and safety for the traveling public. 	A3.2.2
Section 2.3	<ul style="list-style-type: none"> Public Information and Communications, including a preliminary Public Information and Communications Plan. 	A3.2.3
Section 2.4	<ul style="list-style-type: none"> Demolition and Decommissioning of Existing Infrastructure, including the following: <ul style="list-style-type: none"> Milestone timeline; Approach for safely coordinating and managing vehicular and marine traffic movement during demolition and decommissioning; Approach for monitoring and protecting the new bridge structure and the existing railroad structure during demolition and decommissioning; 	A3.2.4

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Section/Subsection Numbering	Section Title and Required Information	Reference
Section 2.5	<ul style="list-style-type: none"> • Description of stakeholder coordination related to the Proposer's interaction with federal, state, and local governmental and stakeholder representatives; • Description of approach to ensure the Work is accomplished in an environmentally compliant manner; and • Description of how this Work will be integrated into the Proposer's hurricane evacuation plan. 	
	<ul style="list-style-type: none"> • Schedule, Cost Control, and Risk Management, including the following: <ul style="list-style-type: none"> • Approach for preparing, controlling, updating, and revising the Project schedule; • Preliminary Project baseline schedule and narrative for the Project; and • Approach for identification, assessment, management, mitigation, and allocation of Project-specific risks. 	A3.2.5
Section 2.6	<ul style="list-style-type: none"> • Design-Build Quality Management and Safety, including the following: <ul style="list-style-type: none"> • Quality management; and • Safety plan. 	A3.2.6
Section 2.7	<ul style="list-style-type: none"> • Vehicular and Marine Maintenance of Traffic, including the following: <ul style="list-style-type: none"> • Traffic sequencing plan; • Traffic incident management plan; • Motorist assistance plans; • Emergency vehicle access and response plan; and • Hurricane evacuation routing plan. 	A3.2.7
Section 2.8	<ul style="list-style-type: none"> • Operations and Maintenance of the Current Facility, including a draft Operations and Maintenance management Plan during construction of the Judge Perez Bridge and Belle Chasse Tunnel. 	A3.2.8
SECTION 3.0	TOLLING QUALITATIVE EVALUATION FACTOR INFORMATION	A4.2
Section 3.1	<ul style="list-style-type: none"> • Belle Chasse Tolling Systems and Operations, including the following: <ul style="list-style-type: none"> • Work plan and schedule to install both roadside toll collection and ultimate back office systems for the new Belle Chasse bridge and commence operations and maintenance; • Preliminary roadside tolling layout schematic and plan; 	A4.2.1

Section/Subsection Numbering	Section Title and Required Information	Reference
Section 3.2	<ul style="list-style-type: none"> • Description of the toll lane tolling systems for the Project; • Description for how the Proposer plans to operate and maintain the new Belle Chasse bridge; • Description of the image based transaction processing; and • Description of how the tolling system will be interoperable with other toll facilities in the state, regionally, and nationally. 	
	<ul style="list-style-type: none"> • LA 1 Tolling Systems and Operations, including the following: <ul style="list-style-type: none"> • Work plan and schedule to install both roadside and back office systems for LA 1 and transition of operations and maintenance from the LA DOTD to the Developer; • Preliminary roadside tolling layout schematic and plan; • Description of the toll lane tolling systems for the Project; • Description of how the Proposer will migrate existing accounts from the LA DOTD's current toll system to the Developer's toll system; • Description of how the Proposer recommends LA 1 tolling could be incorporated with Belle Chasse tolling; • Description of image based transaction processing; and • Description of how the tolling system will be interoperable with other toll facilities in the state, regionally, and nationally. 	Section A4.2.2
SECTION 4.0	<u>OPERATIONS AND MAINTENANCE QUALITATIVE EVALUATION FACTOR</u>	A5.2
Section 4.1	<ul style="list-style-type: none"> • Routine Maintenance, Rehabilitation, and Handback, including the following: <ul style="list-style-type: none"> • Processes that will be employed for developing a program of routine maintenance, major repair, and replacement work; • Approach to programming rehabilitation Work; and • Approach to ensuring that handback requirements will be met. 	A5.2.1
Section 4.2	<ul style="list-style-type: none"> • Operations and Maintenance Management Plan, including approach to operating and maintaining the Project. 	A5.2.2

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Section/Subsection Numbering	Section Title and Required Information	Reference
Section 4.3	<ul style="list-style-type: none"> • Operations and Maintenance Quality Management, including the following: <ul style="list-style-type: none"> • Approach to operations quality management; and • Approach to maintenance quality management. 	A5.2.3
SECTION 5.0	KEY PERSONNEL AND EXPERIENCE QUALITATIVE EVALUATION FACTOR INFORMATION <ul style="list-style-type: none"> • Form H – Key Personnel Information; and • Resumes for the following Key Personnel: <ul style="list-style-type: none"> • Principal-in-Charge; • Developer’s Project Manager; • Design Manager; • Construction Manager; • Operations and Maintenance Manager; • Quality Manager; • Design Quality Manager; • Construction Quality Control Manager; • Safety Manager; • Lead Geotechnical Engineer; • Traffic Engineer; • Roadway Design Engineer; • Environmental Compliance Manager; • Bridge Design Engineer; • Tolling System Manager; • Tolling Operations Manager; and • Public Information Coordinator. 	A6.2

STATE OF LOUISIANA

BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT PUBLIC-PRIVATE PARTNERSHIP PROJECT

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

~~DRAFT~~ REQUEST FOR PROPOSALS

~~July 17~~ October 4, 2018

INSTRUCTIONS TO PROPOSERS

APPENDIX B FINANCIAL PROPOSAL INSTRUCTIONS



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B1.0 GENERAL INSTRUCTIONS

This Appendix B – Financial Proposal Instructions to the Instructions to Proposers (ITP) specifies the financial information to be submitted by all Proposers.

All forms named herein are found in Appendix C – Proposal Forms to the Instructions to Proposers unless otherwise noted.

The Proposer shall submit all information as specified herein using the forms and formats specified. Alterations to the forms will only be permitted where specifically allowed and/or to allow for expansion of spaces for responses in order to accommodate inclusion of the information requested. Failure to provide all of the requested information on the forms and in the format specified may result in the Louisiana Department of Transportation and Development (LA DOTD) declaring the Financial Proposal non-responsive.

The Financial Proposal of the selected Proposer, or portions thereof, will be incorporated into the Comprehensive Agreement.

Financial Proposals must be submitted in one volume, tabbed appropriately (*see* Table B – Outline for Submission of the Financial Proposal) containing the following information:

- A) Form FP (affixed to the outside of the Financial Proposal);
- B) Minimum financial capacity information;
- C) Financing plan;
- D) Financial model;
- E) Toll approach;
- F) Tolling term
- G) Public funds amount; and
- H) LA 1 tolling option.

All Proposal information submitted in the Financial Proposal will be used for evaluating the Proposals.

Text must be in English in a standard font, a minimum of 12 points in height, single-spaced. Pages must be 8½ inch by 11 inch white paper, with simple lettered/numbered dividers for each section/subsection. Single-sided pages must be used except for pre-printed information, such as corporate brochures.

The Proposer shall number each page in each section consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

The Proposer shall present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information must be easily reproducible by normal black and white photocopying machines. Color photographs, renderings, and brochures must be adequately bound and suitably protected for handling and circulation during review.

There is no page limit for the Financial Proposal.

B2.0 FORM FP

The Proposer shall secure Form FP to the outside of the container containing the Financial Proposal. The signature requirements for Form FP are the same as the signature requirements for the Form of Proposal. (*See* Appendix A – Technical Proposal Instructions, Section A2.2(A).)

B3.0 MINIMUM FINANCIAL CAPACITY PASS/FAIL EVALUATION FACTOR

B3.1 OBJECTIVES

The objective of the Minimum Financial Capacity Pass/Fail Evaluation Factor is to identify Proposers with demonstrated capability to undertake the financial responsibilities associated with the Project.

B3.2 MINIMUM FINANCIAL CAPACITY INFORMATION FOR THE FINANCIAL PROPOSAL

The Proposer shall submit information regarding any material changes in financial condition since submission of its SOQ for the Proposer, each Equity Member, each Guarantor (if applicable), and the Lead Contractor. If no material change has occurred and none is pending, the Proposer, Equity Member, Guarantor, or Lead Contractor, as applicable, shall provide a letter from its Chief Financial Officer (“CFO”) or treasurer so certifying.

At the discretion of the LA DOTD, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that will be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future

In addition, the LADOTD may, in its discretion based upon the review of the information provided specify that an acceptable Guarantor is required as a condition of selection, in which

case the information required of such Guarantor shall be submitted upon request by the LA DOTD.

Set forth below is a representative list of events intended to provide examples of what the LA DOTD considers a material change in financial condition. This list is intended to be indicative only.

List of Representative Material Changes

- A) An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
- B) A change in tangible net worth of ten percent of shareholder equity;
- C) A sale, merger or acquisition exceeding ten percent of the value of shareholder equity prior to the sale, merger, or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
- D) A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
- E) Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit, or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors, or other loan stipulations or additional credit support from shareholders or other third parties;
- F) The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (1) incurred a net operating loss; (2) sustained charges exceeding five percent of the then shareholder equity due to claims, changes in accounting, write-offs, or business restructuring; or (3) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity; and
- G) Other events known to the affected entity, a related business unit, or parent corporation of the affected entity which represents a material change in financial condition since submission of the SOQ or may be pending for the next reporting period.

B4.0 FINANCING PLAN PASS/FAIL EVALUATION FACTOR

B4.1 OBJECTIVES

The objectives for the Financing Plan Pass/Fail Evaluation Factor include the following:

- A) Identification of sufficient financing for the Comprehensive Agreement, including, all design and construction, operation, maintenance and rehabilitation funding;

- B) A financing plan that is adequate, feasible, and capable of being executed if Proposer is awarded the Comprehensive Agreement; and
- C) A financing plan that is sufficiently developed and has attracted sufficient support and commitment from lenders and investors to satisfy the LA DOTD that there is no material risk on financial grounds of any performance failure, including failure to perform any of the following:
 - 1) Execution and delivery of the Comprehensive Agreement;
 - 2) Making payments owing to the LA DOTD;
 - 3) Completion of design and construction of the Project as set forth in the Comprehensive Agreement and in accordance with the contract documents; and
 - 4) Operation and maintenance of the Project throughout the term of the Comprehensive Agreement in accordance with the requirements of the contract documents;
- D) Reasonable revenues and costs;
- E) Reasonable terms and conditions of the financing (including debt and equity), including compliance with the conditions set forth in the Comprehensive Agreement;
- F) Guarantees and other security required to realize financing; and
- G) Level of commitment of Equity Members in the Proposer's team.

B4.2 FINANCING PLAN INFORMATION FOR THE FINANCIAL PROPOSAL

B4.2.1 Financing Sources

The Proposer shall describe its financing plan and provide supporting evidence of the commitments from lenders and Equity Members by addressing the following information:

- A) Senior debt finance;
- B) Mezzanine debt finance;
- C) Equity and quasi-equity finance (including, subordinated debt or loan stock);
- D) Any other forms of finance, [including any Planned Refinancing](#);
- E) Identity of the investors;
- F) Identity of lead arrangers, lead managers, underwriting banks, and/or quasi-equity providers that have given indications/commitments;

- G) Type and purpose of each funding source and facility;
- H) The proposed steps and timeframes for reaching financial close; and
- I) Discussion of the tax analysis assumed in the financial model encompassing federal, state, local, and foreign taxes, including, but not limited to, assumptions, tax structure of the special purpose vehicle, and treatment of asset classes.

B4.2.2 Details for Lenders and Lender Support Letters

A financing plan may be based entirely on committed debt instruments, entirely on uncommitted debt instruments, or on combinations of the two. For each separate bank, loan facility, uncommitted bank loan facility, or other debt instrument (including, capital market debt, working capital, guarantee, and standby facilities) included in the financing plan, the Proposer shall provide the following, as applicable:

- A) Identity of lead arrangers, lead managers, underwriting banks, and/or quasi-equity providers that have given indications/commitments or an indicative letter of support from all lead arrangers, lead managers, underwriting banks, and/or debt providers indicating their view that, subject to due diligence, credit approval, final credit documents, and then current market conditions the debt funding described in the financing plan and reflected in the financial model is reasonable for the purpose of fulfilling the Proposer's commitments, while also acknowledging that the terms of the Comprehensive Agreement would not have to be altered;
- B) Type and purpose of facility;
- C) Amounts to be provided/approved or sought by each lender and currency in which it will be provided;
- D) To the extent available, terms and conditions attaching to the loan, such as, conditions precedent to drawdown, principal covenants (including details of cover ratios), refund policy of any commitment fees in the event the Comprehensive Agreement is terminated prior to financial close, and any and default provisions;
- E) Drawdown schedule, capitalized interest period, repayment schedule and final maturity date, events of default, security required (including any guarantees), and any reserve accounts;
- F) Interest rates (whether fixed or floating) specifying base rate and margins and the reference interest rates that are relevant to the Proposal;
- G) Any proposed hedging arrangements in relation to interest rate risks or loan/funding amounts denominated in currencies other than United States ("U.S.") dollars;
- H) Average life of debt;

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- I) All commitment, arrangement, and other fees, if any, necessary for the Proposer to provide the deliverables required prior to financial close (excluding financing efforts and deliverables) as set forth in the Comprehensive Agreement. The amount of these commitment fees, if any, shall be inserted into the Comprehensive Agreement;
- J) Arrangement and other fees;
- K) Identity of monoline insurers, if any, as well as terms and provisions, if proposed for specific debt instruments;
- L) An opinion letter from the Proposer's traffic and revenue forecasting firm stating that the base case traffic projections are reasonable and the report is acceptable for use in financing the Project;
- M) Evidence of the lender's review and acceptance, in principle, of technical, legal, and insurance due diligence reports;
- N) Evidence of the lender's review and acceptance, in principle, of the traffic and revenue report from the Proposer's traffic and revenue forecasting firm;
- O) Any other information which would be relevant to specific forms of debt finance; and
- P) A detailed timetable setting out the expected period for negotiation and signing of the debt facilities.

The Financial Proposal shall include one or more support letters from proposed lender(s) and monoline insurers (if applicable) confirming the lender's willingness to provide the funding or the monoline insurer's willingness to provide insurance as described in the Proposer's financing plan and shall describe any conditions that will need to be met prior to receipt of funds or the receipt of insurance proceeds, as applicable. Such letters of support must include evidence of authorization from the lender's board or credit committee as appropriate.

B4.2.3 Details of Equity Source and Equity Member Letters

For each equity source, the Proposer shall provide the following information:

- A) Identity of the investors. In cases where the equity is contributed by a fund, the Proposer shall identify fund managers and general characteristics of the fund investors and the percentage of participation;
- B) The amount of funds the equity provider is to commit (e.g., shareholder capital, shareholder loans) and the timing of such subscription; and
- C) The terms and conditions of the subscription, including, dividend rights attaching to shares, the extent to which funds are committed, and the length of time funds will remain in the project vehicle.

Sufficient documentation must be submitted that provides assurance that private equity will be in place, including letters from the Equity Members evidencing their commitment to provide equity funding. The Financial Proposal shall also include certified copies of the board minutes or other written evidence of approval of the contents of the Financial Proposal by each Equity Member together with appropriate evidence of the authorization of the person/body giving the approval.

B4.2.4 Financial Advisor Letter

The Financial Proposal shall include an opinion letter from the Proposer's Financial Advisor indicating, in his or her professional view, the Financial Proposal is achievable and sufficient to fulfill the Proposer's commitments as set out in the Financial Proposal.

B4.2.5 Schedule for Commercial and Financial Close

The financing plan shall include a detailed schedule for completing activities and deliverables necessary to reach commercial and financial close, taking into consideration the review period for deliverables set forth in ITP Section 5.12. The schedule shall reflect the Proposer's estimated date for commercial and financial close as stated in the Proposer's preliminary baseline schedule submitted in accordance with Appendix A – Technical Proposal Instructions, Section A3.2.5.

B4.2.6 Feasibility of Financing Plan

The Proposer shall ensure that its financing plan is sufficiently developed and has attracted sufficient support and commitment from lenders and investors to satisfy the LA DOTD that there is no material risk on financial grounds that any of the following events may occur:

- A) The Proposer will fail to enter into a Comprehensive Agreement on the terms as set forth in the Request for Proposals ("RFP"); and
- B) The Proposer will fail to meet obligations to the LA DOTD in accordance with the dates and terms set forth in the Comprehensive Agreement.

Subject to compliance with the RFP, the suitability or desirability of different financing solutions in each Financial Proposal to be submitted is the Proposer's responsibility.

B5.0 FINANCIAL MODEL PASS/FAIL EVALUATION FACTOR

B5.1 OBJECTIVES

The objective of the Financial Model Pass/Fail Evaluation Factor is to have a fully functional, working model that accurately calculates the following:

- A) The full Financing Plan of the Proposer during the construction and operational periods of the Project;
- B) The required payments and all components for every commercial calculation in the Comprehensive Agreement; and

- C) The obligations of the Proposer to the LA DOTD and the Project through the Comprehensive Agreement.

The Financial Model of the Proposer will serve as the financial model of record for the resolution of commercial and financial issues in the Comprehensive Agreement.

B5.2 FINANCIAL MODEL INFORMATION FOR THE FINANCIAL PROPOSAL

B5.2.1 Financial Model Format

The Financial Model shall contain at a minimum the following on a title page in a separate worksheet:

- A) Model name;
- B) Proposer's name;
- C) Model author;
- D) Version;
- E) Date (Financial Model date and run date);
- F) Key to formats (e.g., yellow for inputs); and
- G) Key to sheet names (i.e., "Inputs" for input sheets, "Calculations" for calculation sheets).

Each output sheet of the Financial Model shall identify the Financial Model version and the date of issue.

B5.2.2 Financial Model Consistency

The Financial Model shall have time periods across the columns and calculations down the rows. This shall be consistent in all sheets of such Financial Model. The Proposer shall ensure the following two areas of consistency:

- A) Columns – a column shall be used for the same period in each of its occurrence in model worksheets; and
- B) Rows – a row shall contain only one formula, copied across all columns.

B5.2.3 Financial Model Integrity

All calculations shall be coded to provide exactly what they purport to represent (i.e., no balancing figures). Use of a macro is acceptable provided it is appropriately documented in the model and the assumptions book as noted in this Section B5.2.

B5.2.4 Financial Model Linearity

The Financial Model shall calculate in one pass (i.e., no circular references).

B5.2.5 Financial Model Organization

The Financial Model shall have the following three distinct elements:

- A) Inputs – data and assumptions but NO calculations;
- B) Calculations – individual calculations that support each line of all outputs and reports. There shall be no duplication of calculations nor shall input cells be hard-coded in calculations sheets; and
- C) Outputs – no input cells hard-coded in output sheets and no calculations except for simple formulae such as sums and check totals.

B5.2.5.1 Financial Model Inputs

The Financial Model shall be developed with reference to the following key inputs and assumptions:

- A) Specific Project Dates

All milestone dates for the Project set in the Comprehensive Agreement shall be met.
- B) Currency

The Financial Model shall be in United States (“US”) dollars.
- C) Periods

The Financial Model shall be constructed to include key financial statements and Request for Proposals (“RFP”)–required outputs to conform to semi-annual periods from financial close until two years after the end of the Comprehensive Agreement.
- D) Revenues and Transactions

All demand and toll rate assumptions shall be clearly stated in the Financial Model, with supporting detail being provided in the supporting assumptions book. The level of detail in the assumptions book shall be sufficient to enable independent verification of individual revenue assumptions. While aggregate revenue estimates may be used as an input within the Financial Model, a detailed breakdown, supported by any traffic and revenue studies undertaken by the Proposer, shall be supplied as an appendix to the assumptions book, such that there is a transparent relationship between demand, toll rates, toll transactions, and toll revenues.

E) Expenditure

All cost assumptions shall be clearly stated in the Financial Model, with additional detail being provided in the supporting assumptions book. The level of detail in the assumptions book shall be sufficient to enable independent verification of individual cost assumptions. Where aggregate costs are used as an input within a Financial Model, a detailed breakdown shall be supplied as an appendix to the assumptions book, such that there is a transparent relationship between costs and the price of the service to the LA DOTD.

F) Contingencies and Profit Margins

The Financial Model shall make clear where contingencies and profit margins have been included to provide an appropriate understanding of the levels of risk assumed by Proposers.

G) Macroeconomic Assumptions

All macroeconomic assumptions used within the Financial Model shall be clearly stated.

H) Inflation

If inflation indices other than Consumer Price Index (“CPI”) are used within the model (e.g., to inflate wages) then these shall be clearly stated as separate inputs.

I) US Generally Accepted Accounting Principles (“GAAP”)

The Financial Model shall be compliant with US GAAP.

J) Taxation Rates

The Financial Model shall use the appropriate rates for tax in force at the submission date.

K) Tax Allowances

The Financial Model shall clearly show the assumptions regarding tax allowances being claimed.

B5.2.5.2 Financial Model Outputs

The Financial Model shall include the following:

- A) The Financial Model version and the date of issue;
- B) A summary sheet which includes a sources and applications of funds statement, graphs of coverage ratios, a profile of cash balances (that confirms the financial feasibility of the Project, including all required reserves as prescribed by lenders)

and the payments under the initial Financial Model, including any obligations to the LA DOTD under the Comprehensive Agreement (if applicable);

- C) Financial statements (cash flow, sources and uses of funds, balance sheet, and profit and loss) in nominal terms for each period;
- D) A schedule outlining calculation of taxes payable in each period and showing tax carry forward and un-depreciated balances;
- E) Cash cascade in order of seniority (consistent with the Comprehensive Agreement);
- F) Internal rate of return on pre- and post-tax equity and quasi-equity/subordinated debt in both real and nominal terms and a blended equity return incorporating all sub-senior debt finance;
- G) Debt to equity ratio for all periods, defined as the ratio of total debt to total equity and quasi-equity;
- H) Weighted average cost of capital (the average cost of equity and debt weighted by the prevailing proportions of debt to equity for the initial design and construction) over the term of the Comprehensive Agreement;
- I) Net present value of construction costs, operations and maintenance costs, toll collection costs, lifecycle costs, public funds payments from the LA DOTD, and other obligations to the LA DOTD under the Comprehensive Agreement, separately and in total, discounted to the Proposal due date (using 5% as the discount rate);
- J) For each annual period of each loan, show all actual and average ratios required by the lender's term sheets, including, at a minimum, the debt service cover ratio, loan life coverage ratio being the net present value of future net cash flow available to service debt over the loan life (including cash balances but excluding the balance of the lifecycle maintenance reserve) divided by the senior debt outstanding;
- K) For each period of each loan, show all commitment, arrangement, and other required fees;
- L) Appropriate reserves as required by funder's term sheets, which may include a debt service reserve account and a maintenance reserve account. The Financial Model shall incorporate the benefit of interest earned on all project company cash balances; and
- M) The impact of all claims for tax allowances made by the Proposer.

B5.2.6 Financial Model Functionality and Sensitivity Analysis

The Financial Model is to provide the ability to run sensitivities to absolute or percentage changes, whichever is appropriate, in each of the following areas:

- A) Traffic and revenue;
- B) Inflation rates;
- C) Interest rates;
- D) Capital costs; and
- E) Operating costs, maintenance costs, and rehabilitation costs.

Running a sensitivity analysis shall only require change to a single model input. The LA DOTD anticipates that when an input variable is changed the effect will flow through the model to all relevant outputs (subject to re-optimization of the Financial Model through the use of a macro, if applicable).

B5.2.7 Financial Model Scenario(s)

Each Financial Model will provide and include the Financial Model inputs, outputs, and specifications for different scenarios that the LA DOTD may require as part of the RFP.

B5.2.8 Financial Model Assumptions Book

The Proposer shall submit an assumptions book describing fully all the assumptions underlying the financial projections within the Financial Model and, at a minimum, include the items listed below:

- A) Dates as listed in the contract documents;
- B) Assumptions relating to general inflation and, where different, specific inflation relating to each component of expenditure, including construction costs and revenue for each year;
- C) Forecast capital expenditure, presented in prices at the Proposal due date and classified in accordance with the construction cost categories outlined in Form FP-7, Detailed Pricing Form (Design and Construction);
- D) Depreciation assumptions, split between the various categories of fixed asset;
- E) Operations and maintenance costs, presented in prices at the Proposal due date analyzed in the categories outlined in Form FP-7, Detailed Pricing Form (Design and Construction);
- F) Traffic assumptions underlying the revenue forecasts;

- G) Average actual tolls for each year of the term by vehicle classification noting both electronic tag and pay by mail transaction types; and
- H) All financing assumptions, including, but not limited to, drawdowns, capital repayment moratoria, repayment schedules and maturity, interest rates and margin, and arrangement and other fees (all must be referenced to the relevant credit provider term sheet).

Any third party reports developed to support the revenue and cost estimates used in developing the financial offer shall be appended to the assumptions book(s).

B5.2.9 Financial Model Instructions Guide

The Proposer shall provide details of how the Financial Model operates. Such details shall include identifying all worksheets and describing their respective functions.

The instructions shall include step by step instructions on the procedure to run and to optimize the Financial Model, including any constraints imposed by the credit providers on results of downside sensitivities. The instructions shall also explain how to print the model.

B5.2.10 Financial Model Audit Report and Opinion

The Proposer shall provide an independent audit of its Financial Model (“Financial Model Audit”) to be conducted by a model auditor. The Financial Model audit for the purposes of the Financial Proposal may be the same one required by lenders, provided such audit meets the requirements of this Section B5.2.4.10.

As part of the Financial Model audit, the Proposer shall provide the LA DOTD with an opinion from the model auditor, co-addressed to LA DOTD and on which the LA DOTD is expressly entitled to rely, stating that the Financial Model is (A) free of mechanical error; (B) suitable for use in connection with the relief event procedures set out in the Comprehensive Agreement; and (C) consistent with the requirements of this RFP ~~and the representations and warranties set forth in the Comprehensive Agreement~~. The model auditor is not required to provide an opinion as to whether the financial statements for future periods are in compliance with US GAAP.

Copies of the Financial Model audit report(s) and opinion(s) shall be co-addressed to LA DOTD and LA DOTD shall be expressly identified therein as an entity entitled to rely upon such audit.

B5.2.11 Proposer Responsibility for Errors

Each Proposer shall be entirely responsible for ensuring the correctness and accuracy of its Financial Model. No Proposer will be entitled to any increase in public funds payments or any modification to any provision of the Comprehensive Agreement based on any later-discovered errors in the results of its Financial Model audit or a discovery of one or more erroneous inputs or formulas. The LA DOTD reserves the right to direct an adjustment to the Developer’s public funds payments made to the LA DOTD to address any error identified in the Financial Model, if such adjustment would result in an overall decrease in public funds payment amounts. Neither party will be entitled to any adjustment of the Windfall Proceed Payments based on the results of the Financial Model audit.

B6.0 TOLL APPROACH QUALITATIVE EVALUATION FACTOR

B6.1 OBJECTIVES

The objective of the Toll Approach Qualitative Evaluation Factor is to identify the lowest feasible toll rate for the term of the Comprehensive Agreement that conforms with the Proposer's toll plan submitted in accordance with Appendix A – Technical Proposal Instructions, Section A4.2.1(D).

B6.2 TOLL APPROACH INFORMATION FOR THE FINANCIAL PROPOSAL

Each Proposer shall provide a completed schedule on Forms FP-1 through FP-3 that conforms to the toll plan provided by the Proposer in accordance with Appendix A – Technical Proposal Instructions, Section A4.2.1(D).

B7.0 TOLLING TERM QUALITATIVE EVALUATION FACTOR

B7.1 OBJECTIVES

The objective of the Tolling Term Qualitative Evaluation Factor is to identify the shortest term, not to exceed 30 years, during which tolls will be collected by the Developer on the new bridge facility.

B7.2 TOLLING TERM INFORMATION FOR THE FINANCIAL PROPOSAL

Each Proposer shall provide a completed Form FP-4 that will indicate the maximum tolling term under the Comprehensive Agreement.

B8.0 PUBLIC FUNDS AMOUNT QUALITATIVE EVALUATION FACTOR

B8.1 OBJECTIVES

The objectives of the Public Funds Amount Qualitative Evaluation Factor are as follows:

- A) Identification of the use of the entire public funds amount of \$83.2 million; and
- B) Identification of the Proposer's discretionary use, if any, of the up to \$12 million funded by Grant Revenue Anticipation Vehicle ("GARVEE") bonds.

B8.2 PUBLIC FUNDS AMOUNT INFORMATION FOR THE FINANCIAL PROPOSAL

B8.2.1 Form FP-5 - Public Funds Request

The LA DOTD intends to contribute a maximum of \$83.2 million of public funds to the Project. The LA DOTD may provide up to an additional \$12 million of GARVEE bonds proceeds.

In Form FP-5, each Proposer shall indicate the full use of the intended \$83.2 million of public funds. The Proposer shall also identify any requirement of additional public funds above \$83.2 million, up to a maximum of \$12 million.

B8.2.2 Form FP-6 – Public Funds Payments

All public funds payments required by the Proposer must be clearly identified on Form FP-6 and, for each payment of public funds, the earliest date (in the form of a certain number of months after Financial Close) on which the payment will be requested by the Developer.

B8.2.3 Form FP-7 – ~~Detailed Pricing Form (Design and Construction)~~ Price Center 1 (Pre-Construction Activities)

The contents of Price Center 1, Non-Construction Activities, are shown on Form FP-7 (*see Appendix C – Proposal Forms*). The Proposer may add activities to (but not delete activities from) Form FP-7 as appropriate to reflect its plan to carry out the Design-Build Work. The Proposer shall provide a price for each activity on Form FP-7. ~~The Proposer shall complete and submit Form FP-7 indicating the total aggregate amount of the Design-Build Work.~~

B8.2.4 Form FP-8 – Price Center Descriptions

~~The Proposer shall complete and submit Form FP-8, Price Center Descriptions, describing the Price Centers, especially including all the Price Centers not previously described on Form FP-7. The Proposer shall adequately describe the physical features and activities included in the Price Center and include all Work included in each Price Center (*see Appendix C – Proposal Forms*).~~

B8.2.5 Form FP-9 – Schedule of Progress Checkpoints

~~The Proposer shall submit Form FP-9 (*see Appendix C – Proposal Forms*).~~

B8.2.6 Form FP-10 – Schedule of Prices

~~The Design-Build Price must be provided on Form FP-10. The proposed Design-Build Price must equal the sum of the PCVs.~~

B9.0 LA 1 TOLLING OPTION INITIAL PRICING

Each Proposer shall submit initial pricing for the operations of the LA 1 toll system on Form FP-~~811~~, LA 1 Detailed Initial Pricing, which will be used in the event that the LA DOTD opts to exercise the LA 1 tolling option.

B10.0 FORMAT FOR SUBMISSION OF THE FINANCIAL PROPOSAL

The Financial Proposal must be submitted in the following format and on the forms contained in Appendix C – Proposal Forms:

TABLE B
OUTLINE FOR SUBMISSION OF THE FINANCIAL PROPOSAL

Section/Subsection Numbering	Section title and Required Information	Reference
Affixed to outside of sealed container	Form FP Financial Proposal Cover Sheet	B2.0

Louisiana Department of Transportation and Development

Section/Subsection Numbering	Section title and Required Information	Reference
Section 1	MINIMUM FINANCIAL CAPACITY PASS/FAIL EVALUATION FACTOR <ul style="list-style-type: none"> Information regarding any material changes in financial condition since submission of the Proposer's SOQ for the Proposer, each Equity Member, each Guarantor (if applicable), and the Lead Contractor. If no material change has occurred and none is pending, the Proposer, Equity Member, Guarantor, or Lead Contractor, as applicable, shall provide a letter from its CFO or treasurer so certifying. 	B3.2
Section 2	FINANCING PLAN PASS/FAIL EVALUATION FACTOR	B4.2
Section 2.1	Financing Sources	B4.2.1
Section 2.2	Details for Lenders and Lender Support Letters	B4.2.2
Section 2.3	Details of Equity Source and Equity Member Letters	B4.2.3
Section 2.4	Financial Advisor Letter	B4.2.4
Section 2.5	Schedule for Commercial and Financial Close	B4.2.5
Section 2.6	Feasibility of Financing Plan	B4.2.6
SECTION 3	FINANCIAL MODEL PASS/FAIL EVALUATION FACTOR	B5.2
SECTION 4	TOLL APPROACH QUALITATIVE EVALUATION FACTOR <ul style="list-style-type: none"> Form FP-1; Form FP-2; and Form FP-3. 	B6.2
SECTION 5	TOLLING TERM QUALITATIVE EVALUATION FACTOR <ul style="list-style-type: none"> Form FP-4. 	B7.2
SECTION 6	PUBLIC FUNDS AMOUNT QUALITATIVE EVALUATION FACTOR <ul style="list-style-type: none"> Form FP-5; Form FP-6; and Form FP-7; ; Form FP-8; Form FP-9; and Form FP-10. 	B8.2

Louisiana Department of Transportation and Development

Section/Subsection Numbering	Section title and Required Information	Reference
SECTION 7	LA 1 TOLLING OPTION INITIAL PRICING	B9.0
	<ul style="list-style-type: none"> Form FP-811. 	

STATE OF LOUISIANA

BELLE CHASSE BRIDGE & TUNNEL REPLACEMENT PUBLIC-PRIVATE PARTNERSHIP PROJECT

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

~~DRAFT~~ REQUEST FOR PROPOSALS

~~July 17~~ October 4, 2018

INSTRUCTIONS TO PROPOSERS

APPENDIX C PROPOSAL FORMS



INDEX OF FORMS

Technical Proposal Forms

Form Designator

Form Title

	Form of Proposal
	Non-Collusion Form
	Proposal Bond
A	Proposer's Organization Information
B	Named Subcontractors and Suppliers
C	Responsible Proposer Questionnaire
D	Disadvantaged Business Enterprise Certification
E	Certification regarding Use of Contract Funds for Lobbying
F	Commitment to Assign Identified Resources to Project
G	Certification regarding Discriminatory Boycotts of Israel
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Financial Proposal Forms

Form Designator

Form Title

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FP-2	Toll Revenue
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[FP-11](#)

[LA 1 Detailed Initial Pricing](#)

FORM OF PROPOSAL

PROPOSAL OF _____

NAME _____ TELEPHONE (____) _____

ADDRESS _____

CONTRACTOR'S LICENSE No. _____ ENGINEER'S LICENSE No. _____

TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT:

The undersigned (the "Proposer") submits this Proposal in response to the Request for Proposals (RFP) issued by the Louisiana Department of Transportation and Development (LA DOTD), an agency of the State of Louisiana, dated [October 94, 2018], as amended, to develop, design, construct, finance, operate, and maintain the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project (the "Project") in Plaquemines Parish, as more specifically described herein and in the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

The undersigned undertakes [jointly and severally] *[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in words "jointly and severally," and delete the brackets; otherwise delete the entire phrase]:*

A) To keep this Proposal open for acceptance initially for 270 days after the Proposal due date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the LA DOTD, in the LA DOTD's discretion; and

B) If this Proposal is accepted, to provide security for the due performance of the Comprehensive Agreement as stipulated in the Comprehensive Agreement and the RFP.

If selected by the LA DOTD, Proposer agrees to do the following or to cause Developer to do the following: (1) if requested by the LA DOTD in its discretion, enter into good faith negotiations with the LA DOTD regarding the terms of the Comprehensive Agreement, in accordance with the requirements of the RFP; (2) enter into the Comprehensive Agreement without varying or amending its terms (except for modifications agreed to by the LA DOTD in its discretion), and satisfy all other conditions to award of the Comprehensive Agreement; and (3) perform its obligations as set forth in the RFP and Comprehensive Agreement, including compliance with all commitments contained in this Proposal.

The following individual is designated as Proposer's single point of contact in accordance with Section A2.2(A) of Appendix A – Technical Proposal Instructions to the ITP:

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Executive Summary;
- Technical Proposal, including the Proposal Bond; and
- Financial Proposal.

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

[List all Addenda by number and date issued. For example, "Addendum No. 1 issued ~~July~~ October 25, 2018]

Responses issued [List dates on which the LA DOTD responded to Proposers' questions regarding the RFP or this procurement.]

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP; has reviewed the Reference Documents, the Addenda (if any), and the LA DOTD's responses to questions; and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by Developer and do not contain internal inconsistencies. The Proposer certifies that it has carefully checked all the words, figures, and statements in this Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this Proposal; and that it has notified the LA DOTD of any deficiencies in or omissions from the RFP or other documents provided by the LA DOTD and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications (SOQ) previously delivered to the LA DOTD are true, correct, and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such SOQ, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that the LA DOTD is not bound to accept the Proposal offering the highest payment to the LA DOTD, requesting the least public funds, or any Proposal the LA DOTD may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by Proposer, except any payment for work product (stipend) that may be paid in accordance with the RFP.

Proposer consents to the LA DOTD's disclosure of its Proposal in accordance with the Louisiana Public Records Law (L.R.S. 48:44.1 *et seq.*) and as set forth in the RFP.

Proposer agrees that the LA DOTD will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this Proposal.

Louisiana Department of Transportation and Development

This Proposal shall be governed by and construed in all respects according to the laws of the State of Louisiana.

Proposer's business address:

(No.)	(Street)	(Floor or Suite)	
<hr/>			
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: _____

*[Insert appropriate signature block from following page. Note: signatures should be in **blue** ink. Evidence of signature authorization for all individuals executing Proposal forms must be attached.]*

1. Sample signature block for corporation or limited liability company:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

Louisiana Department of Transportation and Development

STATE OF _____)

) ss

PARISH OF _____)

SUBSCRIBED AND SWORN TO ME ON THIS:

_____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

- A) Describe in detail the legal structure of Proposer/Developer and Equity Members. If any entity is not yet formed or if a modification is contemplated prior to award, so state and provide a brief description of the proposed legal structure of each such entity.
- 1) If Proposer/Developer/Equity Member is a corporation or includes a corporation as a joint venture member, partner, or member, provide articles of incorporation and bylaws for Proposer/Developer and each corporation certified by an appropriate individual. If any entity is not yet formed or if a modification to existing articles of incorporation and/or bylaws is contemplated prior to award, so state, indicate that these documents will be provided prior to award, and provide applicable draft documents for each such entity.
 - 2) If Proposer/Developer/Equity Member is a partnership or includes a partnership as a joint venture member, partner, or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company, and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed or if a modification to the organization documents is contemplated prior to award, so state, indicate that these documents will be provided for such entity prior to award, and provide applicable draft documents for each such entity.
 - 3) If Proposer/Developer/Equity Member is a joint venture or includes a joint venture as a joint venture member, partner, or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company, and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed or if a modification to the organization documents is contemplated prior to award, so state, indicate that these documents will be provided prior to award, and provide applicable draft documents for each such entity.
 - 4) If Proposer/Developer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner, or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation, and organizational documentation for Proposer/Developer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company, and joint venture agreement for

a joint venture) certified by an appropriate individual. If any entity is not yet formed or if a modification to the organization documents is contemplated prior to award, so state, indicate that these documents will be provided prior to award, and provide applicable draft documents for each such entity.

- B) With respect to authorization of execution and delivery of the Proposal and validity thereof, if Proposer is a corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.
- C) Developer's organizational documents, including an agreement to which all equity owners, either directly or through intermediaries, are a party (partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable), must include an express provision satisfactory to the LA DOTD, in its discretion, stating that, in the event of a dispute between or among joint venture members, partners, or members, as applicable, no joint venture member, partner, or member, as applicable, shall be entitled to stop, hinder, or delay work on the Project. Proposer shall submit the applicable organizational documents (or draft organizational documents if Developer is not yet formed) and identify on a cover page where in the agreement the provision can be found. If Developer is wholly owned by a single entity but has more than one equity owner through one or more intermediaries, Proposer shall submit organizational documents for Developer, the entity that is directly held by the ultimate equity owners of Developer, and each intermediary. For purposes of this paragraph (C), the term "equity owner" shall mean any entity having a direct or indirect through intermediaries equity interest in Developer of at least 10%.

NON-COLLUSION FORM

**STATE PROJECT NO. H.004791
PLAQUEMINES PARISH**

AFFIDAVIT

I hereby certify that I am (the) (a) _____ and duly authorized representative of the firm of _____, whose address is _____, and that neither I nor the above firm I represent has participated in any of the following activities:

- A) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any firm or person (other than a bona fide employee working solely for me or the above Proposer) to solicit or secure the Comprehensive Agreement; and
- B) Agreed, as an express or implied condition for obtaining the Comprehensive Agreement, to employ or retain the services of any firm or person in connection with carrying out the Comprehensive Agreement; or
- C) Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Proposer) any fee, contribution, donation, or consideration of any kind for or in connection with procuring or carrying out the Comprehensive Agreement.

I acknowledge that this affidavit is furnished to the Louisiana Department of Transportation and Development (LA DOTD) in connection with the Comprehensive Agreement and is subject to applicable state and federal laws, both criminal and civil.

(Signature) (Date)

SWORN TO AND SUBSCRIBED BEFORE ME AT _____,

THIS _____ DAY OF _____.

(SEAL)

BY: _____
(Notary Public)

Louisiana Department of Transportation and Development

PROPOSAL BOND

_____, as Principal and _____, as Surety, are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the LA DOTD) in the sum of five percent of the aggregate amount of the Design-Build Work, of which the Principal and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, as solidary obligors.

Signed and sealed this _____ day of _____

The condition of this obligation is such that, whereas the Principal has submitted a Proposal to the LA DOTD on a Comprehensive Agreement for the construction of State Project No. H.004791, the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project, located in Plaquemines Parish, if the Proposal is accepted and the Principal, within the specified time, enters into the Comprehensive Agreement in writing, gives bond with Surety acceptable to the LA DOTD for payment and performance of said Comprehensive Agreement, and completes Financial Close, this obligation will be void; otherwise to remain in effect.

Principal (or, if Proposer is a Joint Venture,
partnership, Limited Liability Company, Lead
Equity Member of the JV, partnership, or LLC)

By: _____
Authorized Officer-Owner-Partner

By _____
Authorized Officer-Owner Partner

Typed or Printed Name

Typed or Printed Name

Surety

By: _____

Typed or Printed Name

To receive a copy of the Comprehensive Agreement and subsequent correspondence/communication from LA DOTD with respect to the Proposal Bond, the following information must be provided:

Bonding Agency or Company Name

Address

Agent or Representative

Telephone/Facsimile Number

FORM A
PROPOSER'S ORGANIZATION INFORMATION
 (add boxes as needed)

PROPOSER:				
Address:				
Contact Name:		Title:		
Telephone Number:		E-mail:		
NAME(S) OF PROPOSER TEAM MEMBERS				
Company Name	Address, E-mail Address, and Telephone Number	State of Incorporation	Equity Member (include percent) <u>Yes</u> <u>No</u>	
Equity Member(s)				
Lead Designer				
Lead Contractor				
Lead Operations and Maintenance Firm				
Toll System Provider				
Tolling Operator				

Louisiana Department of Transportation and Development

Other Firms			

FORM B

NAMED SUBCONTRACTORS AND SUPPLIERS

Proposer Name: _____

Subcontractor/Supplier Name/ Contact	Address of Head Office	Telephone/E-mail Address	Specialty	For the last two Projects, list the Project Name; Owner; and Owner's Contact's Name, Telephone Number, and E-mail Address	
				Project 1	Project 2

FORM C

RESPONSIBLE PROPOSER QUESTIONNAIRE

PROPOSER'S NAME: _____

NAME OF ENTITY ON WHOSE BEHALF FORM IS PROVIDED: _____

A) Questions

Proposer/Equity Member shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the question. Proposer/Equity Member shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the Proposal and require its rejection.

Within the past ten years, has the identified entity, any Affiliate, or any officer, director, responsible managing officer, or responsible managing employee of such entity or Affiliate who has a proprietary interest in such entity:

- 1) Been disqualified, debarred, removed, or otherwise prevented from bidding or proposing on or completing a federal, state, or local contract anywhere in the United States or any other country because of a violation of law or safety regulation?

Yes _____ No _____

If yes, please explain the circumstances.

- 2) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of state, federal, or foreign antitrust law in connection with the bidding or proposing upon, award of, or performance of any public works contract with any public entity?

Yes _____ No _____

If yes, please explain the circumstances.

- 3) Had filed against it, him or her, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of, or performance of any public works contract with any public entity?

Louisiana Department of Transportation and Development

Yes _____ No _____

If yes, please explain the circumstances.

- 4) Had filed against it, him, or her, any civil complaint (including, but not limited to, a cross-complaint) or other claim arising out of a public works contract alleging fraud, bribery, collusion, conspiracy, or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes _____ No _____

If yes, please explain the circumstances.

- 5) Been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any applicable Louisiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Louisiana law.

Yes _____ No _____

If yes, please explain the circumstances.

- 6) Been found, adjudicated, or determined by any state court, state administrative agency, federal court, or federal agency to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes _____ No _____

If yes, please explain the circumstances.

Louisiana Department of Transportation and Development

- 7) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

Yes _____ No _____

If yes, please explain the circumstances.

- 8) Been assessed liquidated or other damages for failure to complete any contract on time?

Yes _____ No _____

If yes, please explain the circumstances.

Explain the circumstances underlying any “yes” answers for the aforementioned questions on separate sheets attached hereto.

B) Verification / Declaration

I declare under penalty of perjury under the laws of the State of Louisiana that the foregoing declaration is true, correct, and accurate to the best of my knowledge following due inquiry.

Executed _____, 2018.

(Signature)

(Name Printed)

(Title)

(Name of Organization)

[Evidence of signature authorization for such individual must be provided with the Form of Proposal.]

FORM D

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

State Project: H.004791

Highway: LA 23

Parish: Plaquemines

**DISADVANTAGED BUSINESS ENTERPRISE
REQUIREMENTS**

The following goal for participation by Disadvantaged Business Enterprises (DBE) is established for construction and services for the Project:

DBE

5%

Disadvantaged Business Enterprise Certification

By signing the Proposal, the Proposer certifies that (A) the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that Proposer will provide a good faith effort to substantiate the attempt to meet the goal; and (B) if awarded the Comprehensive Agreement, the Proposer will meet the requirements set forth in the Comprehensive Agreement Exhibit M.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM E

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

**STATE PROJECT NO. H.004791
PLAQUEMINES PARISH**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation) to the following:

1. 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; and

2. 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.

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.

The undersigned 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.

Date: _____

Signature

Title

[The Proposer may duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, or joint venturers of the Proposer.]

FORM F

COMMITMENT TO ASSIGN IDENTIFIED RESOURCES TO PROJECT

Proposer's Name: _____

Understanding the Louisiana Department of Transportation and Development's (LA DOTD) concern that the Key Personnel resources specifically represented and listed in this Proposal actually be assigned to the Comprehensive Agreement (if awarded to this Proposer) and not also be committed to other Projects, _____ (Name of Proposer) commits that the Key Personnel resources shown in the Proposal will be available to the extent within this Proposer's control. If awarded the Comprehensive Agreement, this Proposer will undertake all reasonable efforts to provide all the Key Personnel identified in its Proposal on a full time basis for the periods necessary to fulfill their responsibilities.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

(To be executed by the Proposer's designated point of contact.)

FORM G

CERTIFICATION REGARDING DISCRIMINATORY BOYCOTTS OF ISRAEL

STATE PROJECT NO. H.004791

By signing the Proposal, the Proposer certifies and agrees that the following information is correct:

In preparing its Proposal, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. LA DOTD reserves the right to reject the Proposal of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____)

) ss

PARISH OF _____)

SUBSCRIBED AND SWORN TO ME ON THIS:

_____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

FORM H

KEY PERSONNEL INFORMATION

Name of Proposer: _____

Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Principal-in-Charge					
Developer's Project Manager					
Design Manager					
Construction Manager					
Operations and Maintenance Manager					
Quality Manager					
Design Quality Manager					
Construction Quality Control Manager					
Safety Manager					
Lead Geotechnical Engineer					
Traffic Engineer					

Louisiana Department of Transportation and Development

Position	Name	Years of Applicable Experience	Education/ Registration	Parent Firm Name	Percent of Time Dedicated to Project
Roadway Design Engineer					
Environmental Compliance Manager					
Bridge Design Engineer					
Tolling System Manager					
Tolling Operations Manager					
Public Information Coordinator					

Use additional sheets when needed.

FORM O

**ONE-ON-ONE MEETING CONFIDENTIALITY AND NON-DISCLOSURE
AGREEMENT**

I, _____, as the Attorney-in-Fact and designated representative of
_____ (Proposer), hereby agree to the following:

- A) I agree, on behalf of the Proposer, that any and all Proposer representatives who participate in the one-on-one meeting process will maintain the confidentiality of all proprietary or trade secret information that the Proposer and its representatives gain access to as a result of their participation in one-on-one meetings. Proprietary or trade secret information includes codes, patterns, formulae, designs, devices, methods, or processes;
- B) I agree, on behalf of the Proposer, that any communications and/or records exchanged during the one-on-one meetings will remain confidential until execution of the Comprehensive Agreement, unless such records are proprietary or trade secret information;
- C) I agree to waive any right, on behalf of the Proposer, to challenge the procurement for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership (PPP) Project (the "Project") based upon the Proposer's participation in the one-on-one meeting process. Further, if invited to participate in the one-on-one meeting process, and the Proposer opts to not participate in the one-on-one meeting process, I agree to waive any right, on behalf of the Proposer, to challenge the procurement for the Project based upon the Proposer's lack of participation in the one-on-one meeting process; and
- D) I agree, on behalf of the Proposer, that upon notice from the LA DOTD that a request for release of information obtained or exchanged during the one-on-one meeting process has been received, the Proposer shall immediately defend any action seeking release of the records it believes to be proprietary or trade secret information and indemnify, defend, and hold harmless the LA DOTD and the State of Louisiana and its agents and employees from any judgments awarded against the LA DOTD and its agents and employees in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the LA DOTD's cancellation or termination of this procurement or award and subsequent execution of a Comprehensive Agreement. In submitting a Proposal, the Proposer agrees that this indemnification and duty to defend survives as long as the confidential business information is in possession of the State.

This Confidentiality and Non-Disclosure Agreement is subject to the laws of the State of Louisiana and applicable rules and regulations.

Signed: _____

Date: _____

Louisiana Department of Transportation and Development

FORM Q

QUESTIONS

This form must be used for the submission of questions pertaining to the Request for Proposals for the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership Project. This form must be submitted to the Project Manager, Louisiana Department of Transportation and Development, at the addresses specified in Section 2.2.1 of the Instructions to Proposers.

[illegible]

FORM FP

FINANCIAL PROPOSAL COVER SHEET

Proposer's Name: _____

This Lump Sum Price Proposal is submitted in response to the Request for Proposals, dated ~~October 9~~⁴, 2018, as amended by Addenda, and includes the following:

Outside of Container: Form FP - Financial Proposal Cover Sheet

Section 1: Minimum Financial Capacity

Section 2: Financing Plan

Section 3: Financial Model

Section 4: Toll Approach

Section 5: Tolling Term

Section 6: Public Funds Amount

Section 7: LA 1 Tolling Option

Signed by Parties signing Form of Proposal:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
(Signatures)	(Representing)	(Dates)

Form FP-1
Toll Rate Information

	Average Toll Rate Per Transaction (2019 \$)									Inflation Adjustment ³	
Year (after Service Commencement)	Auto		Single Unit Truck		Multi-Unit Truck		Total Average Toll Rate Per Transaction				Yes or No
	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	Total		
1									\$0.00		
2									\$0.00		
3									\$0.00		
4									\$0.00		
5									\$0.00		
6									\$0.00		
7									\$0.00		
8									\$0.00		
9									\$0.00		
10									\$0.00		
11									\$0.00		
12									\$0.00		
13									\$0.00		
14									\$0.00		
15									\$0.00		
16									\$0.00		
17									\$0.00		
18									\$0.00		
19									\$0.00		
20									\$0.00		
21									\$0.00		
22									\$0.00		
23									\$0.00		
24									\$0.00		
25									\$0.00		
26									\$0.00		
27									\$0.00		
28									\$0.00		
29									\$0.00		
30									\$0.00		
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

Notes:

- (1) All toll revenues are presented in 2019 \$ as of the Proposal due date.
(2) Years in the table refers to the years during the Tolling Term.
(3) For Proposal scoring purposes 2% annual CPI will be assumed. CPI adjustments will only be applied if the Proposer indicates inflation is to be applied in a particular year per Inflation Adjustment column. Cumulative CPI adjustments will be applied in given years if annual increases are not assumed (e.g., CPI adjustments every two years).
(4) This Form FP-1 must be consistent with Toll Policy provided by Proposer as required in the ITP.
(5) For Proposal scoring purposes Service Commencement is assumed to be [TBD]

Louisiana Department of Transportation and Development

Form FP-2 Toll Revenue

Year (after Service Commecement)	Toll Revenue (2019 \$)								
	Auto		Single Unit Truck		Multi-Unit Truck		Total Revenue		
	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	Total
1									\$0.00
2									\$0.00
3									\$0.00
4									\$0.00
5									\$0.00
6									\$0.00
7									\$0.00
8									\$0.00
9									\$0.00
10									\$0.00
11									\$0.00
12									\$0.00
13									\$0.00
14									\$0.00
15									\$0.00
16									\$0.00
17									\$0.00
18									\$0.00
19									\$0.00
20									\$0.00
21									\$0.00
22									\$0.00
23									\$0.00
24									\$0.00
25									\$0.00

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26									\$0.00
27									\$0.00
28									\$0.00
29									\$0.00
30									\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes:

- (1) All toll revenues are presented in 2019 \$ as of Proposal due date.
- (2) Years in the table refers to the years during the Tolling Term.
- (3) For Proposal scoring purposes 2% annual CPI will be assumed. CPI adjustments will only be applied if Proposer indicates inflation is to be applied in a particular year per Inflation Adjustment column. Cumulative CPI adjustments will be applied in given years if annual increases are not assumed (e.g. CPI adjustments every two years).
- (4) All non-inflationary and real toll rate adjustments must be reflected in the 2019 \$ Toll Revenue figures noted above.
- (5) This Form FP-2 must be consistent with Toll Policy provided by Proposer as required in the ITP.

Form FP-3
Toll Transactions

Year (after Service Commencement)	Transactions								
	Auto		Single Unit Truck		Multi-Unit Truck		Total Transactions		
	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	AVI	Non-AVI	Total
1									-
2									-
3									-
4									-
5									-
6									-
7									-
8									-
9									-
10									-
11									-
12									-
13									-
14									-
15									-
16									-
17									-
18									-
19									-
20									-
21									-
22									-
23									-
24									-
25									-

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26									-
27									-
28									-
29									-
30									-
Total	-	-	-	-	-	-	-	-	-

Notes:

- (1) All toll revenues are presented in 2019 \$ as of Proposal due date.
- (2) Years in the table refers to the years during the Tolling Term.
- (3) For Proposal scoring purposes 2% annual CPI will be assumed. CPI adjustments will only be applied if Proposer indicates inflation is to be applied in a particular year per Inflation Adjustment column. Cumulative CPI adjustments will be applied in given years if annual increases are not assumed (e.g. CPI adjustments every two years).
- (4) All non-inflationary and real toll rate adjustments must be reflected in the 2019 \$ Toll Revenue figures noted above.
- (5) This Form FP-3 must be consistent with Toll Policy provided by Proposer as required in the ITP.

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Form F-4 **Tolling Term Length**

	Number of Years
Tolling Term Length	

Proposer is requesting a total tolling term length that commences at Partial Acceptance.

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Form FP-5 **Public Funds Request**

	Amount
Public Funds Request	

Proposer is requesting the above amount from the LA DOTD for the design and construction phase of the Project under the Comprehensive Agreement,
Timing of Public Funds Payments is shown on Form FP-6.

The Amount of the Pulic Funds Request shall not exceed \$95.2 million.

Louisiana Department of Transportation and Development

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	\$0	\$0	\$0	\$0		
2	\$0	\$0	\$0	\$0		
3	\$0	\$0	\$0	\$0		
4	\$0	\$0	\$0	\$0		
5	\$0	\$0	\$0	\$0		
6	\$0	\$0	\$0	\$0		
7	\$0	\$0	\$0	\$0		
8	\$0	\$0	\$0	\$0		
9	\$0	\$0	\$0	\$0		
10	\$0	\$0	\$0	\$0		
11	\$0	\$0	\$0	\$0		
12	\$0	\$0	\$0	\$0		
13	\$0	\$0	\$0	\$0		
14	\$0	\$0	\$0	\$0		
15	\$0	\$0	\$0	\$0		
16	\$0	\$0	\$0	\$0		
17	\$0	\$0	\$0	\$0		
18	\$0	\$0	\$0	\$0		
19	\$0	\$0	\$0	\$0		
20	\$0	\$0	\$0	\$0		
21	\$0	\$0	\$0	\$0		
22	\$0	\$0	\$0	\$0		
23	\$0	\$0	\$0	\$0		
24	\$0	\$0	\$0	\$0		
25	\$0	\$0	\$0	\$0		
26	\$0	\$0	\$0	\$0		
27	\$0	\$0	\$0	\$0		
28	\$0	\$0	\$0	\$0		
29	\$0	\$0	\$0	\$0		
30	\$0	\$0	\$0	\$0		
31	\$0	\$0	\$0	\$0		
32	\$0	\$0	\$0	\$0		
33	\$0	\$0	\$0	\$0		
34	\$0	\$0	\$0	\$0		
35	\$0	\$0	\$0	\$0		
36	\$0	\$0	\$0	\$0		
37	\$0	\$0	\$0	\$0		
38	\$0	\$0	\$0	\$0		
39	\$0	\$0	\$0	\$0		
40	\$0	\$0	\$0	\$0		
TOTALS	\$0		\$0			

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.

Form FP-7
PRICE CENTER 1 - PROJECT-WIDE ACTIVITIES

¹ Use codes from Baseline Progress Schedule P3 or P6 Program.
² Other activities may be added by Proposer.
³ Enter sum for the column. Enter amount on Form SP.

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	
			PC1 Pre-Construction Activities	See Form FP-7
B				

LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Project Section	Project Work Breakdown Structure Code	Price Center Code	Price Center Title	Price Center Descriptions
C				
D			Project-Wide Activities	

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

Add additional sheets as required.

FORM FP-10
SCHEDULE OF PRICES

Price Center Code ¹	Price Center Title/Component Identification ¹	Price Center Value ²
--------------------------------	--	---------------------------------

PROJECT SECTION A (Project-Wide Activities)

	PC1 Pre-Construction Activities. <i>See</i> Form FP-7.	

PROJECT SECTION B

PROJECT SECTION C

PROJECT SECTION D

Louisiana Department of Transportation and Development

TOTALS

DESIGN-BUILD PRICE³	
---------------------------------------	--

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.

Form FP-11
LA 1 Detailed Initial Pricing

PRICE CENTER SECTION "D"

PCD-11: LA 1 RTCS INSTALLATION

PRICE CENTER 11 (PC D-11)

Item ID	Activity Description	Total Price
11-A	Lane 1 (Mixed Mode Lane)	
11-B	Lane 2 (AVI Lane)	
	Total	

PCD-12: BOS READY FOR LA 1 TOLLING

PRICE CENTER 12 (PC D-12)

Item ID	Activity Description	Total Price
12-A	Account Data Migration	

PCD-13: LA 1 IN-LANE OPERATIONS

PRICE CENTER 13 (PC C-13)

Item ID	Activity Description	Monthly Rate
13-A	Monthly In-Lane Operations for Year 1	

PCD-14: LA 1 RTCS / BOS MAINTENANCE (PRIOR TO BELLE CHASSE TOLLING COMMENCEMENT)

PRICE CENTER 14 (PC D-14)

Item ID	Activity Description	Monthly Rate
14-A	Monthly LA 1 RTCS / BOS Maintenance for Year 1	

[Once BC is operational, a cost sharing may be proposed based on actual transactions]

PCD-15: CSC OPERATIONS (PRIOR TO BELLE CHASSE TOLLING COMMENCEMENT)

PRICE CENTER 15 (PC D-15)

Item ID	Activity Description	Monthly Rate
15-A	Monthly CSC Operations for Year 1	

Note: Montly cost figures could be subject to annual inflation based on the Comprehensive Agreement.

All dollars are nominal USD

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

PLAQUEMINES PARISH

STATE PROJECT NO. H.004791

~~DRAFT~~ REQUEST FOR PROPOSALS

~~July 17~~ October 4, 2018

VOLUME 1

COMPREHENSIVE AGREEMENT



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Louisiana Department of Transportation and Development

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Louisiana Department of Transportation and Development

This Comprehensive Agreement (this “Agreement”) is made and entered into as of [●], by and between the Louisiana Department of Transportation and Development (“LA DOTD”), acting through its Secretary, and [●] (“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) the Technical Provisions; and
- (iv) 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.

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 [●] years [*Note: Information to be provided from the Proposal*] 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, and the Developer accepts duty,~~ (i) ~~the obligation~~ to design, construct, finance, operate and maintain the Project and (ii) ~~the right~~ 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 ~~will~~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, ~~to the~~

~~extent permitted by Law~~, 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

(v) other reasonable charges and fees ~~approved by the LA DOTD~~ 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). It is not the intent of the LA DOTD for the Developer to bear the risk for any change of Law related to Exempt Users; however, the LA DOTD, through the Transportation Trust Fund, will not be liable or responsible to the Developer for any cost or time impact due to such change in Law. Notwithstanding the foregoing, the Developer does not waive its rights to seek its remedies under Law.

(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 so as to minimize the loss of Toll Revenues, disruption and cost to the Developer, but the LA DOTD will not be liable in any event for any loss of Gross Revenues, disruption or cost attributable to such change.~~ 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) 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. The Developer will be responsible for all fees assessed by the Louisiana Office of Motor Vehicles and other agencies or services for

license plate identification pursuant to the Developer's toll enforcement and violation processing services.

(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.

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 Windfall 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 Depositary.

Section 5.06 Toll Revenue Risk

Except as expressly provided otherwise in Section 5.04, ~~t~~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.

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 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 ~~Agreement~~Section 6.02, in no event will the Base Case Financial Model or any Base Case Financial Model ~~Update~~ ~~("Base Case Financial Model Update")~~ be changed ~~except with the prior written approval of both the LA DOTD and the Developer.~~

(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 ~~Update~~ 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 ~~Update~~ will become the Base Case Financial Model Update following ~~its approval~~ review and comment by the LA DOTD ~~in accordance with~~ Section 6.02(a).

(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 ~~LA DOTD~~ 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.

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 ("~~Windfall~~ 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; or

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

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 drafts 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;

(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(l) 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;

(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

~~(viii)~~(xii) the LA DOTD shall have provided the Developer and the Lenders with a legal opinion in substantially the form of Exhibit N to this Agreementthis Section 7.03(a).

If the Developer and the LA DOTD haves 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

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

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 ~~Permit Fee~~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, ~~initial and subsequent drafts of all~~ proposed draft Project Financing Agreements contemporaneously with the distribution of such drafts by and

between the Developer and the Lenders. The 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 Initial Base Case Financial Model, subject to the following:~~

~~(A) —the proposed Refinancing terms will be considered "materially consistent" if:~~

~~(1) —the Developer will not achieve and will not be projected to achieve an Equity IRR equal to or greater than the lower of the Initial Equity IRR or 15% as a result of the proposed Refinancing; and~~

~~(2) —the Refinancing does not result in a reduction of more than 100 Basis Points on the average weighted cost of the proposed Refinancing Debt; and~~

~~(B)(ii)~~ the Developer deliverings 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 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 GainPayment of LA DOTD's Expenses.

(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; or

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

(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.

(e)(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.

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

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 ~~reasonably inferable from 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 ~~Assets~~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

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 Developer achieving Financial Close.

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 ~~(the "Uniform Act")~~;

(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 the safe construction of the Project or as needed in order to comply with applicable Law may be included in the ROW Acquisition Services Plan; 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.

(e) Utility Relocations.

(i) The Developer, ~~at its sole cost and expense,~~ will perform all ~~activities and services~~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.

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 to 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 may 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 (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

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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);

(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)(xi) the Developer has otherwise completed the Design-Build Work in accordance with the Contract Documents and with the Construction Documents, such that the Project is in a physical condition that it can be used for normal and safe vehicular travel in all lanes and at all points of entry and exit;~~

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

~~(xiv)~~(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):

(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; and

(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.

(c) Issuance of Final Acceptance Certificate.

(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.

~~(e)~~ —

(ii) During the 30-Day period specified in Section 8.10(c)(i)~~Section 8.10(e)~~, 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 (ii) 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 ~~(1A)~~ the LA DOTD issues the Final Acceptance Certificate or ~~(2B)~~ 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.

~~(d)~~(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 (except for reasons due to the LA DOTD's failure to satisfy its obligations under Section 7.03(a)(ix) through Section 7.03(a)(xii)), the LA DOTD will be entitled to liquidated damages in the amount of \$[●] million *[Note: Insert amount of Proposal Bond]* 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.

(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.

(d) Liquidated Damages Related to Handback Requirements. If the Developer does not complete the Handback Requirements by the expiration of the Term, the LA 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 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 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 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 commencement of construction on any portion of the Project, 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;

- (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 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: (a) a “known repair” that is identified as the Developer’s responsibility under Section 18 of the Technical Provisions or (b) 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; ~~provided that such option will expire if not exercised by the LA DOTD within 60 days after issuance of Notice to Proceed.~~

(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.

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 ~~unrestricted~~ 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.

(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 ~~(A) to the extent the Submittal is subject to the LA DOTD's sole discretion (in which case the LA DOTD's disapproval or approval will govern); and (B)~~ 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.

(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. 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 conditions warranting the Safety Compliance Order did not exist, 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, the State Parties will have the unlimited right, at any time and without liability, to finance, develop, approve, construct, 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; 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.

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 1021 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 ~~notice information~~ will be ~~resubmitted within 21 Days of the original Delay Event Notice to include such information 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 ~~ceased~~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. ~~The written claim must state the date on which the Delay Event ceased.~~ 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 ~~such the applicable time~~21-Day 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).

(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.

~~(vii)(vi)~~ ~~The Developer will not be entitled to Developer Damages which are *de minimis*.~~

(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 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 indemnify LA DOTD and its officers and employees from all suits, actions or claims brought by a third-party because of injuries or damage sustained by any person or property due to:

- (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 ~~actual or alleged~~ breach by the Developer of its representations or warranties set forth therein;
- (b) any misconduct, negligence or other culpable act, error or omission of a Developer Party in connection with the Project;
- (c) any patent or copyright infringement or other ~~actual or alleged~~ 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 or amounts arising or recovered under the Worker's Compensation Act or other Law.

Section 14.02 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, ~~t~~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 Plan. In the case of all other Hazardous Materials and to the extent not covered by the Hazardous Materials Management Plan, the Developer will develop a Hazardous Materials Management Plan 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. 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, the Developer will bear all costs and expenses of preparing and complying with any Hazardous Materials Management Plan, 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.

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.

(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) Concurrently with 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 other-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 45 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 by the Developer 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, additional insureds, 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 will protect both parties and will be the primary coverage for 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 the Developer's insurance;

(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, ~~any foreclosure relating to the Project~~, 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. ~~The LA DOTD will be entitled to receive from the Developer any savings if the LA DOTD agrees to accept alternative policies providing less than equivalent coverage, based on other evidence of insurance premiums as of the Proposal Due Date. The LA DOTD's right to such savings will be without regard to the insurance costs expended by the Developer for the less than equivalent coverage or on other insurance required under this ARTICLE 16.~~

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 2~~4~~00% 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.

~~(ii)~~(iii) Alternatively, in lieu of a performance bond in the amount of 200% of the value of the Design-Build Work, the Developer may furnish, or require the Design-Builder to furnish, a separate performance bond that would inure solely to the benefit of the LA DOTD in the amount of 100% of the value of the Design-Build Work.

(b) O&M Performance Security. During the Operating Period, the Developer will furnish, or require the O&M Contractor to furnish, to the LA DOTD a performance bond and a payment bond 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)(ii), the O&M Performance Security will be in the amount of \$~~105~~ million with an expiration date no earlier than 5 years 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 O&M Contractor, to renew or replace the O&M Performance Security and deliver the same to the LA DOTD.

(ii) Five years prior to the expiration of the Term, the O&M Performance Security will be in the amount of \$~~240~~ million and remain in effect for the remainder of the Term.

(iii) If the Developer fails to renew or replace the O&M Performance Security in the amount and by the date required under this Agreement, the expiration date of the O&M Performance Security will be automatically extended by the surety until such O&M Performance Security is renewed or replaced. If the surety fails to extend such expiration date, such failure will be a default under the O&M Performance Security and the LA DOTD will be entitled to exercise its rights and remedies against the O&M Performance Security.

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

(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 Performance Security or O&M Performance Security so long as the Developer or a Lender is diligently pursuing remedies thereunder.

(iii) The Developer will obtain and furnish all Design-Build Performance Security and ~~Maintenance 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.

(d) Guarantees.

(i) ~~[●] [Note: Information to be provided from Proposal] is the guarantor ("Guarantor") of the Developer's obligations under the Contract Documents. The Guarantor will furnish a Guaranty, in substantially the form attached as Exhibit L, assuring performance of the Developer's obligations under the Contract Documents and will be maintained in full force and effect throughout the duration of the Term. In the event any equity member of the Developer provided a Guarantor as part of the Proposal, such Guarantor will execute and provide the Guaranty attached as Exhibit L and the Guaranty will remain in full force and effect in accordance with its terms.~~

(ii) 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.

(ii)(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, ~~with respect to which the LA DOTD will have a nonexclusive, nontransferable, irrevocable, fully paid up license in connection with the Project~~), 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, modify adapt and disclose such Source Code and Source Code Documentation (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 if the Developer fails to cure such event within the time period specified by the LA DOTD pursuant to Section 18.02(a)(ii):

- (a) the Developer fails to achieve Partial Acceptance by the Partial Acceptance Deadline;
- (b) the Developer discontinues prosecution of the Work;
- (c) the Developer fails to perform with sufficient workers, equipment or materials to assure prompt completion of the Work;
- (d) the Developer performs the Work unsuitably or neglects or refuses to remove materials or replace or repair rejected Work;
- (e) the Developer fails to resume discontinued Work within ten Days after notice to do so;
- (f) the Developer fails to perform the Work in an acceptable manner, violates any provision in the Contract Documents, or fails to follow any Federal, State, or local Laws pertaining to performance of the Work;
- (g) 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;
- (h) the Developer commits fraud;
- (i) the Developer fails to achieve Financial Close by the Financial Close Deadline under circumstances specified in Section 19.03;
- (j) 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 ~~Section 24.01~~;
- (k) the Developer becomes insolvent or a petition is filed in the Bankruptcy Courts of the US under Chapters 7 or 13 of the Bankruptcy Code naming the Developer as debtor or conversion of a proceeding or petition from Chapter 11 to Chapter 7 or 13 of the Bankruptcy Code or seeks a forced respite under the laws of this state or similar debtor protection by courts of other states; and

(l) the Developer allows any final judgment to stand unsatisfied for a period of 14 Days.

Section 18.02 Notice of Developer Default

(a) General.

(i) 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").

~~(a)(ii)~~ The LA DOTD ~~may will~~ give notice to the ~~Design-Builder~~ Developer of its intent to declare a Developer Default and require the Developer to provide a plan to cure the Developer Default within 30 days of receipt of such notice. The LA DOTD will ~~and~~ specify a period of time in which the Developer will cure the deficiency ~~or a Developer Default Notice will be issued based on the cure plan furnished by the Developer.~~

(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, or such longer period as may be reasonably necessary to cure such failure,~~ 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 or for such longer period as may be reasonably necessary to cure such failure~~ 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 ~~120-60~~ 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.

(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) 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 390 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 1820 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 ~~the a~~ a State court of appropriate competent jurisdiction in East Baton Rouge Parish, Louisiana ~~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 ~~in East Baton Rouge Parish and Louisiana~~. 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 ~~by the LA DOTD Chief Engineer~~

(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 LA DOTD's Chief Engineer and~~ 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 ~~LA DOTD's Chief Engineer~~ third party facilitator, the parties will meet with ~~the LA DOTD's Chief~~

~~Engineers~~such facilitator to attempt to resolve the dispute through the informal mediation process.

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

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 either East Baton Rouge Parish, Louisiana or Plaquemines 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. ~~The LA DOTD will owe no compensation or damages on account of its exercise of Reserved Rights, unless such exercise qualifies as a Compensation Event.~~

(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:

(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 [●], 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

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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;

(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.

(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.

(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;

(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

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 M, 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 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 M.

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 M. 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 M, 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 M 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.

~~(a)~~(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 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:

[•]

(ii) For the LA DOTD:

[•]

(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 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:

[•]

With copies to:

[•]

If to the Developer:

[•]

With copies to:

[•]

(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~~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 M.

(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 24.17~~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 24.18~~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 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]

Louisiana Department of Transportation and Development

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: _____

[●]
Developer
a [●]

By: _____

Name: _____

Title: _____

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
CQAF	(Independent) Construction Quality Acceptance Firm

Louisiana Department of Transportation and Development

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
GEC	General Engineering Circular
GIS	Geographical Information System

Louisiana Department of Transportation and Development

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
MMS	Maintenance Management System
MOA	Memorandum of Agreement(s)

Louisiana Department of Transportation and Development

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
PICP	Public Information and Communications Plan
PMP	Project Management Plan
PPP	Public Private Partnership

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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
TP	Technical Provisions
UAT	Utility Adjustment Team
UPS	Universal Power Supplies
URA	Utility Relocation Agreement

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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

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.

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, ~~or at any lesser hourly rate the LA DOTD may approve from time to time in its sole discretion~~, 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

(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.

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

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.

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).

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

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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.

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 performed by the Developer;
- (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; ~~or~~
- ~~(g) discovery of discovery of subsurface or latent physical conditions at the actual boring holes identified in the geotechnical reports and information included in the Reference Information Documents that differ materially from the subsurface conditions indicated in such geotechnical reports and information at such boring holes, excluding any such conditions known to the Developer prior to the Proposal Due Date~~ 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; or~~
- ~~(g)(j) any Force Majeure Event that causes physical damage to the Existing Bridge and Tunnel.~~

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

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.

Credit 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 chain(s) of logically connected activities through the Project Schedule with the least amount of positive slack or the greatest amount of negative slack.

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Cultural Resource Management Personnel means the Archeologist and the Historian, and each of their respective staffs.

Cumulative Gross 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, ~~damage or wear~~, 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:

- (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

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(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 performed by the Developer;

~~(v)~~ LA DOTD-Caused Delay;

~~(vi)~~~~(v)~~ the performance of work by the LA DOTD or its separate contractors within the Project Right of Way;

~~(vii)~~~~(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;

~~(viii)~~~~(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;

~~(ix)~~~~(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;

~~(x)~~~~(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 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; ~~or~~

(x) discovery of ~~subsurface or latent physical conditions at the actual boring holes identified in the geotechnical reports and information included in the Reference Information Documents that differ materially from the subsurface conditions indicated in such geotechnical reports and information at such boring holes a Differing Site Condition, excluding any such conditions known to the Developer prior to the Proposal Due Date; or~~

(xi) any Force Majeure Event that causes physical damage to the Existing Bridge and Tunnel;

(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 performed by the Developer;

~~(iv)(iii) the performance of work by the LA DOTD or its separate contractors within the Project Right of Way; or~~

~~(v)~~(iv) an LA DOTD-Caused Delay;

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).

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 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.

Developer means [●].

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 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 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.

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.

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 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 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 Agent means [●], 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).

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 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 M.

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 Partial-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 [●] Days after the Partial Acceptance Date, as may be adjusted pursuant to the Agreement. *[Note: To be provided from Preliminary Project Baseline Schedule]*

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.

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 [●] Days after the Agreement Date. *[Note: To be provided from Preliminary Project Baseline Schedule]*

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.

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 [●].

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;
- (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) proceeds of business interruption or similar insurance against loss of revenues from operation of the Project; 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 Revenue Impact and 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.

Guarantor is defined in Section 16.07(d)(i) means [●]. *[Note: Insert information from Guaranty]*

Guaranty means the guaranty provided by the Guarantor 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 (HMMP) means the plan prepared by Developer for the safe handling, storage, treatment and/or disposal of Hazardous Materials both within and outside the Project ROW, 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 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.

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 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.

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 ~~Information~~ 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 ~~Information~~ 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;
- (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;
- (d)(e) the performance of work by the LA DOTD or its separate contractors within the Project Right of Way.

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 Balances; provided, however, that Credit Balances will not be deducted from the Project Value unless the Project Value is increased on account of such Credit Balances.

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.

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 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.

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); ~~and~~

(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 Developer could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

~~(b)(c)~~ be subject to any pricing requirements and restrictions set forth in Section 12 of Exhibit G; and

~~(e)(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.

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:

(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, (xi) 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 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 [●] Days after Notice to Proceed, as may be adjusted pursuant to the Agreement. *[Note: To be provided from Preliminary Project Baseline Schedule]*

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.

Performance and Measurement Baseline Table means, as applicable, Attachment 18-1 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 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.

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 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).

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 after Partial Acceptance, the Project Limits shall exclude maintenance of the signal timing at the Engineer's Road intersection.

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.

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 surety bond provided by the Developer to the LA DOTD pursuant to the ITP.

Proposal Due Date has the meaning given in the ITP.

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 [●] *[Note: Information to be provided from Proposal]*.

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 Information Documents~~ or **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:

(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

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.

Remedial Actions is defined in Section 15.01(b) 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 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 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.

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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.

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).

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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.

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; and

(c) 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.

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.

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).

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 Escrow Account** is defined in Section 7.02(b).~~

Windfall Proceeds Payments means those payments required to be paid into the Windfall Proceeds 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.

EXHIBIT B

TOLL RATE SCHEDULE

[To be provided from Proposal]

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”; ~~“Windfall Proceeds Tier 4 Ceiling”~~.
- 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 Gross 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 Gross 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 Gross 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 Gross Revenues” for purposes of calculating Windfall Proceeds Payments means the aggregate amount of Gross Revenues forecasted in the Initial Base Case Financial Model, starting from Partial Acceptance to the applicable Agreement Year less any proceeds due to Net Cost Impacts.

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 Gross 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 Gross 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 Windfall Proceeds Escrow Account of each Windfall Proceeds Payment shall equal:
- (a) the portion of the aggregate Gross Revenues during the Term to date within Windfall Proceeds Tier 1, multiplied by 0%; plus
 - (b) the portion of the aggregate Gross Revenues during the Term to date within Windfall Proceeds Tier 2, multiplied by 12.5%; plus
 - (c) the portion of the aggregate Gross Revenues during the Term to date within Windfall Proceeds Tier 3, multiplied by 25%; plus
 - (d) the portion of the aggregate Gross 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 Gross Revenues shall include those Gross 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 Gross Revenues exceeding the Windfall Proceeds Tier 24 Floor, the Developer will deposit into the Windfall 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 24 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 Gross Revenues in excess of the Windfall Proceeds Tier 1 Floor, the Developer will deposit into the Windfall 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 Gross 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 Windfall Proceeds Escrow Account any unpaid portion of the Windfall Proceeds Payment, together with interest in relation to which it was determined

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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.

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ATTACHMENT 1

[Note: Information to be provided prior to contract execution and updated at financial close, if necessary]

WINDFALL PROCEEDS PAYMENT CALCULATION

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
1 st Year	\$0	\$[•]	\$[•]	\$[•]	\$[•]	\$[•]	\$[•]	N/A
2 nd Year	\$0	\$[•]	\$[•]	\$[•]	\$[•]	\$[•]	\$[•]	N/A
3 rd Year	\$0	\$[•]	\$[•]	\$[•]	\$[•]	\$[•]	\$[•]	N/A
[Etc.]								

EXHIBIT D

FORM OF ESCROW AGREEMENT

This **ESCROW AGREEMENT** (“Escrow Agreement”) is made and entered into as of [●] 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; [●], a [●] (“Developer”) whose address is [●]; and [●] (the “Escrow Agent”), whose address is [●] (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 [●] (“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 ~~delivered pursuant to Section 2.04(b) or Section 2.04(c)~~ 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 ~~Windfall~~ Proceeds Escrow Account

(a) The Escrow Agent will establish the ~~Windfall~~ 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 ~~Windfall~~ 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 ~~Windfall~~ Proceeds Escrow Account and (ii) the ~~Windfall~~ Proceeds Escrow Account is for the sole benefit and use of the LA DOTD.

(b) 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 ~~Windfall~~ Proceeds Escrow Account and such records will be available for inspection by the LA DOTD.

(c) Upon written request from the LA DOTD, the Escrow Agent will disburse amounts from the ~~Windfall~~ Proceeds Escrow Account as may be directed by the LA DOTD no later than 30 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 ~~Windfall~~ Proceeds 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.

(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 \$[●] and will be payable at signing by the Developer or within [●] 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

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Developer, not less than [●] 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 ~~Windfall~~ 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: [●]

With copies to:

[●]

If to the Developer:

[●]

[●]

[●]

Attention:

If to the Escrow Agent:

[●]

[●]

Attention: [●]

(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.

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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: [●]
Title: [●]

[●]

By: _____
Name: [●]
Title: [●]

[●]

By: _____
Name: [●]
Title: [●]

EXHIBIT E

LIST OF INITIAL PROJECT FINANCING AGREEMENTS

[To be provided at Financial Close]

EXHIBIT F

FORM OF 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 [●] 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; [●], a [●] (“Developer”) whose address is [●]; and [●], as agent for the Lenders in accordance with the terms of the Initial Project Financing Agreements (the “Collateral Agent”), whose address is [●].

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 [●] (“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(k) of the Comprehensive Agreement.

Collateral Agent Notice has the meaning given to it in Section 2.02(e)(i).

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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;
- (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 ~~relevant~~ 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 ~~relevant~~ LA DOTD Notice is received by the Collateral Agent, and (ii) expiration of any applicable cure period granted to Developer pursuant to Section 18.02 of the Comprehensive Agreement.

LA DOTD Notice has the meaning given to it in Section 2.02(a).

Designated Account means an account identified in the Collateral Agency and Account Agreement, dated as of [●] (the “Collateral Agency Agreement”) between the Developer and [●], as Collateral Agent designated by the Collateral Agent for the payment of moneys owed by the LADOTD to the Developer under the Comprehensive Agreement.

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.

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.

Property means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

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.

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

(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 MDOT's~~ 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

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Agent to assess the scope and amount of any liability of the Developer resulting therefrom;

(iii) ~~all-any~~ amounts due and payable by the Developer to the LA DOTD under the Comprehensive Agreement, if ~~any, on or before~~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

(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) 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 Designated 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.

(b) 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.

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

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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 Designated 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 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 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.

PRESERVATION OF FUNDS

Notwithstanding the other provisions of this Agreement and the terms and conditions of the Initial Project Financing Agreements, the Collateral Agent agrees for itself and on behalf of the Lenders that it will not exercise any rights under the Initial Project Financing Agreements or take any other steps that would prejudice the purpose and use of the Renewal Work Reserve Fund, the Restoration Funds or the Handback Requirements Reserve of the Comprehensive Agreement.

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

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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.

(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 24.03 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:

If to the LA DOTD:

Louisiana Department of Transportation and Development
1201 Capitol Access Road
PO Box 94245
Baton Rouge, LA 70804-9245
Attention: [●]

With copies to:

[•]

If to the Developer:

[•]

[•]

[•]

Attention:

If to the Collateral Agent:

[•]

[•]

Attention: [•]

(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 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.

Louisiana Department of Transportation and Development

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: [●]
Title: [●]

[●]

By: _____
Name: [●]
Title: [●]

[●]

By: _____
Name: [●]
Title: [●]

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 [●] (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 [●] (“Developer”) and the Direct Agreement, dated as of [●] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Direct Agreement”), among the LA DOTD, the Developer and [●], 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 [●] (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 [●] (“Developer”) and the Direct Agreement, dated as of [●] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Direct Agreement”), among the LA DOTD, the Developer and [●], 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:

Louisiana Department of Transportation and Development

[contact details of Substitute]

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.

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.
- (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 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

[Note: Attach ITP Form FP-6 from the Developer's Proposal, as may be modified by the parties.]

ATTACHMENT 2

PRICING AND PAYMENT FORMS

[Note: Attach ITP Forms FP-7 through FP-10 from the Developer's Proposal, as may be modified by the parties.]

ATTACHMENT 3

**FORM RPP
Request for Periodic Payment and Certifications**

[Note: Form RPP to be provided by the LA DOTD.]

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 9.067 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	The Developer will provide insurance coverages applicable to the LA 1 Toll System O&M Work as specified by the LA DOTD.
Payment/Performance Security	The Developer will provide payment and performance security applicable to the LA 1 Toll System O&M Work as specified by the 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 B

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 Rush hour required response – 1 hour Mean time to repair – 2 hours Rush hour required repair – 1 hour 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 ~~may~~ shall continue operating the storefront operations at the existing LA DOTD CSC located in Golden Meadow, to include the

following:

- 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 will be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If the Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage will be included and the Employers Liability limit increased to a minimum of \$1,000,000. For the coverage provided in this Section 1(a), the insurer will have no right of recovery or subrogation against the State of Louisiana or the LA DOTD.

(b) Commercial General Liability (CGL) insurance with a combined single limit per occurrence for bodily injury and property damage. The aggregate loss limit must be on a per project basis. This insurance must include coverage for bodily injury fire legal liability, premises-operation; broad form contractual liability; products and completed operation; use of contractors and subcontractors; personal injury; broad form property damage; and explosion, collapse, and underground (XCU) coverage. The required limits must be not less than \$3 million per occurrence, with annual aggregates of \$6 million. A “claims made” police will not be accepted. The policy must include products and completed operations extended coverage for a minimum of five years following Final Acceptance. If the CGL insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the Developer may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the Developer. Any such excess insurance must be at least as broad as the primary insurance.

(c) Business automobile liability insurance with a combined single limit per occurrence for bodily injury and property damage, with respect to liability arising out of the acts or omissions of the Developer, Design-Build Contractor, its subcontractors, and any Persons for whom the Developer is legally or contractually responsible, whether occurring on or off of the site. This insurance must include bodily injury and property damage coverage arising from the ownership, maintenance, or use of all owned/leased automobiles, hired automobiles, and non-owned automobiles used in the performance of the of the Work, including loading and unloading. The required combined single limit amount of insurance must be \$1 million.

(d) Umbrella excess coverage for its excess coverage for CGL, with required limits of not less than \$5 million per occurrence, with annual aggregates of \$10 million. This limit of

liability must apply “collectively” and not “separately” for the Developer, Design-Build Contractor and subcontractors on the Project.

(e) Environmental liability insurance during the period starting on the date of issuance of the NTP to design the improvements and ending on the date of Final Acceptance, with a five year extended reporting period with respect to events which occurred but were not reported during the term of the policy. The policy must cover professional errors and omissions related to environmental remediation Work performed by, and environmental losses resulting from, the Developer, Design-Build Contractor or its subcontractors and any Persons for whom the Design-Build Contractor is legally or contractually responsible. The environmental liability limit must be \$2 million per claim made.

(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 with combined single limits of ~~\$103~~ million per claim and ~~\$106~~ million aggregate during the period starting on the date of NTP and ending on the Final Acceptance. The policy must have a retroactive date no later than the date on which the Request for Proposals was issued and must have a five year extended reporting period with respect to events which occurred but were not reported during the term of the policy. The policy must protect against any negligent act, error, or omission arising out of the professional services that includes coverage for acts by others for whom the Developer is legally responsible. The policy must apply to the activities of all design, engineering, and construction management professionals assigned to the Project.

(h) 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 ~~combined single OPL limit 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

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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) 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. Further, the policy will include sub-limits of no less than \$5 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.

(f) 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 \$5 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 required herein.

(g) 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.~~Railroad Protective Liability Insurance will be required in accordance with Section 1(f).~~

(h) 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.

Section 3 Additional Insurance Requirements

(a) The following must be included as provisions in each policy:

(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

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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

DESIGN-BUILD PAYMENT AND PERFORMANCE BONDS FORM

Be it known that _____ as Principal **[Insert name of Developer or Design-Build 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 Design-Build 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 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 the Payment Bond and in ~~24~~100% of the full Contract Price (\$**[Insert 200% of the total contract amount of the Design-Build Contract]**) 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 design and construction of the Project, and all requirements contained in the Contract for the design and construction 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 Design-Build 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 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

Louisiana Department of Transportation and Development

DOTD, Headquarters Administration Building, Room 302G, 1201 Capitol Access Road,
Baton Rouge, LA 70802.

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 Design-Build 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 the total contract amount] (2+100% of the Contract Price), in order to secure the full and faithful performance and timely completion of design and construction of the Project according to the Contract, inclusive of overpayments to [Insert name of Developer or Design-Build 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 Design-Build Contractor]

Witness

By: _____
Principal Date

Surety

Witness

By: _____
Attorney-in-Fact (Seal) Date

Surety

Witness

By: _____
Attorney-in-Fact (Seal) Date

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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

~~Local~~ Agent or Representative

~~Local~~ Agent or Representative

Address

Address

Telephone Number

Telephone Number

Facsimile Number

Facsimile Number

EXHIBIT J-A

**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. _____ (“Design-Build Payment and Performance Bonds”).

WHEREAS, on or about the _____ day of _____, 20____, _____ [Insert name of Design-Build Contractor], (“Principal”), entered into a contract bearing the date of _____, 20__ (“Contract”) with _____ [Insert name of Developer], (“Primary Oblige”) 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 Oblige requires that Principal provide the Design-Build Payment and Performance Bonds and that the Louisiana Department of Transportation and Development (LA DOTD) [and _____ [Insert Collateral Agent, if appropriate]] (“Additional Oblige(s)”) be named as additional obligee(s) under the Design-Build 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 Design-Build Payment and Performance Bonds, upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

1. The Additional Oblige(s) is/are hereby added to the Design-Build Payment and Performance Bonds as named obligee(s).
2. The aggregate liability of the Surety to the Primary Oblige and the Additional Oblige(s) is limited to the sum of the Design-Build Payment and Performance Bonds.
3. The Additional Oblige(s)’s rights under the Design-Build Payment and Performance Bonds are subject to the same defenses that the Principal and/or the Surety have against the Primary Oblige.

In witness whereof we have signed this instrument as dated.

[Insert name of Developer or Design-Build Contractor]

Witness By _____
Principal Date
Surety

Louisiana Department of Transportation and Development

Witness

By _____

Surety

Attorney-in-Fact

(Seal)

Date

Witness

By _____

Attorney-in-Fact

(Seal)

Date

EXHIBIT K

O&M PAYMENT AND PERFORMANCE BONDS FORM

Be it known that _____ as Principal **[Insert name of Developer or O&M 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 O&M 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 operations and 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 operations and maintenance of the Project, and all requirements contained in the Contract for the operations and 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 O&M 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 operations and 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.

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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 O&M 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 operations and 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 O&M Contractor]

_____ Witness	By _____ Principal	_____ Date
	Surety	
_____ Witness	By _____ Attorney-in-Fact	_____ (Seal) Date
	Surety	
_____ Witness	By _____ Attorney-in-Fact	_____ (Seal) Date

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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

~~Local~~ Agent or Representative

~~Local~~ 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 O&M 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 operations and 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 Maintenance 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 Design-Build Contractor]

_____	By: _____	_____
Witness	Principal	Date
	Surety	

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_____	By: _____
Witness	Attorney-in-Fact (Seal) Date
	Surety

_____	By: _____
Witness	Attorney-in-Fact (Seal) Date

EXHIBIT L

PARENT GUARANTY

THIS PARENT GUARANTY (“Guaranty”) is made as of this [●] day of [●], 2019, by _____ (“Guarantor”) to the Louisiana Department of Transportation and Development (“LA DOTD”), with respect to the obligations of [●], a [●] (“Developer”), under the Belle Chasse Bridge & Tunnel Replacement Public-Private Partnership (“Project”), dated as of [●] (“Comprehensive Agreement”). The Comprehensive Agreement is hereby incorporated by reference herein. As a condition to entering into the Comprehensive Agreement, the LA DOTD has required Guarantor to execute and deliver this Guaranty. Guarantor acknowledges that financial and direct benefits will accrue to Guarantor by virtue of entering into this Guaranty and that such benefits constitute adequate consideration therefor.

**ARTICLE 1
GUARANTY**

1.01 Guaranty. Except as provided in Section 4.07 below, Guarantor hereby guarantees to the LA DOTD, absolutely, unconditionally and irrevocably, that each and every payment and performance obligation and other liability of the Developer now or hereafter arising under the Comprehensive Agreement, including but not limited to all obligations and liabilities of the Developer under any and all representations and warranties made or given by the Developer therein, under any and all liquidated or stipulated damage provisions of the Comprehensive Agreement and under any and all indemnities given by The Developer therein (collectively, the “Guaranteed Obligations”) will be promptly paid and satisfied in full when due and without offset, and performed and completed when required.

1.02 Obligations. Except as provided in Section 4.07 below, the obligations of Guarantor hereunder are absolute and unconditional and independent of the Guaranteed Obligations of the Developer and shall remain in full force and effect until all the Guaranteed Obligations have been paid, performed and completed in full, irrespective of any assignment, amendment, modification or termination of the Comprehensive Agreement.

1.03 No Exoneration. The obligations of Guarantor hereunder shall not be released, discharged, exonerated or impaired in any way by reason of:

- (a) any failure of the LA DOTD to retain or preserve any rights against any person;
- (b) the lack of prior enforcement by the LA DOTD of any rights against any person and the lack of exhaustion of any bond, letter of credit or other security held by the LA DOTD;
- (c) with or without notice to Guarantor, the amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination of, or failure to assert, any portion of the Guaranteed Obligations, the Comprehensive Agreement, any rights or remedies of the LA DOTD (including

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rights of offset) against the Developer, or any bond, letter of credit, other guaranty, instrument, document, collateral security or other property given or available to the LA DOTD to secure all or any part of the Guaranteed Obligations; provided that Guarantor shall have available to it the same defenses, if any, to performance of the Guaranteed Obligations that may be available to the Developer based on any such amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement, release, revocation or termination or failure to assert voluntarily made by the LA DOTD, except defenses available to the Developer under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors;

(d) the extension of the time for payment of any amount owing or payable under the Comprehensive Agreement or of the time for performance or completion of any Guaranteed Obligation;

(e) the existence now or hereafter of any other guaranty or endorsement by Guarantor or anyone else of all or any portion of the Guaranteed Obligations;

(f) the acceptance, release, exchange or subordination of additional or substituted security for all or any portion of the Guaranteed Obligations;

(g) any bankruptcy, arrangement, reorganization or similar proceeding for relief of debtors under federal or state law hereinafter initiated by or against the Developer, any other guarantor of the Guaranteed Obligations or the LA DOTD;

(h) any full or partial payment or performance of any Guaranteed Obligation which is required to be returned as a result of or in connection with the insolvency, reorganization or bankruptcy of the Developer or otherwise;

(i) the rejection of any contract in connection with the insolvency, reorganization or bankruptcy of The Developer;

(j) an impairment of or limitation on damages due from the Developer by operation or law in any insolvency, reorganization or bankruptcy proceeding by or against The Developer;

(k) failure by the LA DOTD, to file or enforce a claim against the estate (either in administration, bankruptcy or other proceedings) of the Developer; Guarantor or any other guarantor;

(l) any merger, consolidation or other reorganization to which the Developer, the LA DOTD or Guarantor is a party;

(m) any sale or disposition of all or any portion of Guarantor's direct or indirect ownership in the Developer, or any other event which results in discontinuation or interruption in the business relations of the Developer with Guarantor;

(n) the failure of the LA DOTD to assert any claim or demand, bring any action or exhaust its remedies against the Developer or any security before proceeding against Guarantor hereunder; or

(o) termination of the Comprehensive Agreement by reason of the Developer's default thereunder.

1.04 Enforcement of Comprehensive Agreement and Guaranteed Obligations.

(a) Nothing contained herein shall prevent or limit the LA DOTD from pursuing any of its rights and remedies under the Comprehensive Agreement, or any provisions thereof. The LA DOTD may apply any moneys, property or security available to it in such manner and amounts and at such times to the payment or reduction or performance of any Guaranteed Obligation as the LA DOTD may elect, and may generally deal with the Developer, the Guaranteed Obligations, such security and property as the LA DOTD may see fit. Notwithstanding the foregoing, Guarantor shall remain bound by this Guaranty.

(b) Subject to Section 4.07 below, Guarantor shall be obligated to undertake all curative action which may be agreed upon between the LA DOTD and the Developer. If, following notice under Section 4.07 below, Guarantor does not use commercially reasonable efforts to proceed promptly to effectuate such curative action within the directed time, or should no agreement on the curative action be reached with the Developer within fourteen (14) days after the LA DOTD notifies the Developer and Guarantor (under Section 4.07 below) of the need for curative action (or immediately, in the case of emergency conditions), the LA DOTD, without further notice to Guarantor, shall have the right to perform or have performed by third parties the necessary curative action, and the costs thereof shall be borne by Guarantor.

(c) The LA DOTD may bring and prosecute a separate action or actions against Guarantor to enforce its liabilities hereunder, regardless of whether any action is brought against the Developer and regardless of whether any other person is joined in any such action or actions. Nothing shall prohibit the LA DOTD from exercising its rights against Guarantor, the Developer, any other guarantor of the Guaranteed Obligations, a performance bond or other security, if any, which insures the payment of the Guaranteed Obligations, or any other person simultaneously, or any combination thereof jointly and/or severally.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties. Guarantor hereby represents and warrants that:

(a) Consents. The Developer is a [●], and [●] is the parent of [●], which is a member of the Developer. Consent of the Developer to any modification or amendment of the Comprehensive Agreement constitutes knowledge thereof and consent thereto by Guarantor;

(b) Organization and Existence. Guarantor is a [●] duly organized, validly existing and in good standing under the laws of [●];

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(c) Power and Authority. Guarantor has the full power and authority to execute, deliver and perform this Guaranty, and to own and lease its properties and to carry on its business as now conducted and as contemplated hereby;

(d) Authorization and Enforceability. This Guaranty has been duly authorized, executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against it in accordance with the terms hereof, subject as to enforceability of remedies to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally, as applicable to Guarantor, and to general principles of equity;

(e) No Governmental Consents. No authorization, consent or approval of, notice to or filing with, any governmental authority is required for the execution, delivery and performance by Guarantor of this Guaranty;

(f) No Conflict or Breach. Neither the execution, delivery or performance by Guarantor of this Guaranty, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any material terms, conditions, or provisions of any law, governmental rule or regulation or the charter documents, as amended, or bylaws, as amended, of Guarantor or any order, writ, injunction or decree of any court or governmental authority against Guarantor or by which it or any of its properties is bound, or any indenture, mortgage or contract or other agreement or instrument to which Guarantor is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien upon any of its properties;

(g) No Proceeding. There are no suits or proceedings pending, or, to the knowledge of Guarantor, threatened in any court or before any regulatory commission, board or other governmental administrative agency against Guarantor which could reasonably be expected to have a material adverse effect on the business or operations of Guarantor, financial or otherwise, or on its ability to fulfill its obligations hereunder; and

(h) Comprehensive Agreement. Guarantor is fully aware of and consents to the terms and conditions of the Comprehensive Agreement.

ARTICLE 3 WAIVERS, SUBROGATION AND SUBORDINATION

3.01 Waivers.

(a) Guarantor hereby unconditionally waives:

(i) notice of acceptance of this Guaranty or of the intention to act in reliance hereon and of reliance hereon;

(ii) notice of the incurring, contracting, amendment, alteration, acceleration, extension, waiver, retirement, suspension, surrender, compromise, settlement,

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release, revocation or termination of, or of the failure to assert, any Guaranteed Obligation or the Comprehensive Agreement;

(iii) any invalidity of the Comprehensive Agreement due to lack of proper authorization of or a defect in execution thereof by the Developer, its purported representatives or agents;

(iv) demand for payment or performance, presentment, protest and notice of nonpayment or dishonor respecting any Guaranteed Obligation;

(v) all other notices to which Guarantor might otherwise be entitled, except notice as set forth in Section 4.07 below;

(vi) any duty on the part of the LA DOTD to disclose to Guarantor any facts the LA DOTD may now or hereafter know with regard to the Developer.

(vii) Guarantor also hereby waives any right to require, and the benefit of all laws now or hereafter in effect giving Guarantor the right to require, any prior enforcement as referred to in Section 1.03(b) above, and Guarantor agrees that any delay in enforcing or failure to enforce any such rights for the performance of the obligations of Guarantor under this Guaranty shall not in any way affect the liability of Guarantor hereunder.

(b) Guarantor hereby waives, as against the LA DOTD and any person claiming under the LA DOTD, all rights and benefits which might accrue to Guarantor by reason of any bankruptcy, arrangement, reorganization or similar proceedings by or against the Developer and agree that its obligations and liabilities hereunder shall not be affected by any modification, limitation or discharge of the obligations of the Developer that may result from any such proceedings.

(c) Until the Developer shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, Guarantor hereby agrees not to file, or solicit the filing by others of, any involuntary petition in bankruptcy against the Developer.

3.02 Subrogation. Until the Developer shall have fully and satisfactorily paid, performed, completed and discharged all the Guaranteed Obligations, Guarantor shall not claim or enforce any right of subrogation, reimbursement or indemnity against the Developer, or any other right or remedy which might otherwise arise on account of any payment made by Guarantor or any act or thing done by Guarantor on account of or in accordance with this Guaranty.

3.03 Subordination.

(a) All existing or future indebtedness of the Developer to Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as the Developer shall be in default in the performance or payment of any Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by the Developer to Guarantor without prior written notice to the LA DOTD.

(b) Guarantor shall file all claims against the Developer in any bankruptcy or other proceedings in which the filing of claims is required or permitted by law, upon any obligation or indebtedness of the Developer to such Guarantor, and shall have assigned to the LA DOTD all of such Guarantor's rights thereunder to the extent of outstanding and unsatisfied Guaranteed Obligations. If such Guarantor does not file any such claim, the LA DOTD is authorized as such Guarantor's attorney-in-fact to do so in such Guarantor's name; or in the LA DOTD's discretion, the LA DOTD is authorized to assign the claim to, and cause proof of claim to be filed in the name of, the LA DOTD or its nominee. In all such cases, whether in administration, bankruptcy, or otherwise, the person or persons authorized to pay such claim shall pay to the LA DOTD or its nominee, the full amount payable on the claim in the proceeding before making any payment to Guarantor, and to the full extent necessary for that purpose, Guarantor assigns to the LA DOTD all of its rights to any payments or distributions to which it otherwise would be entitled. If the amount so paid is in excess of the Guaranteed Obligations covered hereby, the LA DOTD shall pay the amount of the excess to the party determined by it to be entitled thereto.

**ARTICLE 4
MISCELLANEOUS**

4.01 Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Developer or by any defense which the Developer may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. The LA DOTD is not obligated to file any claim relating to the Guaranteed Obligations if the Developer becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of the LA DOTD to so file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in Section 4.01(a) (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of such proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if such proceeding had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and the LA DOTD that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve the Developer of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay the LA DOTD, or allow the claim of the LA DOTD in respect of, any such interest accruing after the date on which such proceeding is commenced.

4.02 Enforcement of Guaranty.

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(a) The terms and provisions of this Guaranty shall be governed by and interpreted in accordance with the laws of the State of Louisiana applicable to contracts executed and to be performed within the State of Louisiana.

(b) No supplement, amendment, modification, waiver or termination of this Guaranty shall be binding unless executed in writing and duly signed by the LA DOTD. No waiver of any of the provisions of this Guaranty shall be deemed or shall constitute a waiver of any other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No failure on the part of the LA DOTD to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

(c) All disputes between the LA DOTD and Guarantor arising under or relating to this Guaranty or its breach shall be filed, heard and decided in a court of competent jurisdiction in the State of Louisiana, which shall have exclusive jurisdiction and venue. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action or proceedings in such court arising out of or relating to this Guaranty. Guarantor agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Guarantor agrees and consents to service of process by delivery in the manner and to the address set forth in Section 4.03 below. Nothing in this section shall affect the right of the LA DOTD to serve legal process in any other manner permitted by law. For the avoidance of doubt, Section 20 of the Comprehensive Agreement is not to be construed as being incorporated into this Guaranty or as being applicable to disputes arising under or relating to this Guaranty or its breach.

(d) The rights of the LA DOTD hereunder are cumulative and shall not be exhausted by any one or more exercises of said rights against Guarantor or other guarantors or by any number of successive actions until and unless all Guaranteed Obligations have been fully paid or performed.

(e) Guarantor shall pay to LA DOTD all reasonable out-of-pocket legal fees and other reasonable out-of-pocket costs and expenses (including fees and costs on appeal) the LA DOTD incurs by reason of any permitted enforcement by the LA DOTD of its rights hereunder, provided that the LA DOTD is the prevailing party with respect to a substantial portion of its claim.

4.03 Notices. All notices, demands or other communications under this Guaranty shall be in writing and shall be sent to the other party, at its address specified below (or such other address as a party may from time to time specify by notice given in accordance with this Guaranty), and shall be deemed to have been duly given when actually received by the addressee or when served:

(a) personally,

Louisiana Department of Transportation and Development

(b) by independent, reputable, overnight commercial courier,

(c) by facsimile or e-mail transmission:

(i) where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and

(ii) where the transmission is immediately followed by service of the original of the subject item in the manner provided in subsections (a), (b) or (d), or

(d) 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

Attn: [●]

with a copy to:

[●]

If to Guarantor:

[●]

4.04 Severability. If any provision of this Guaranty shall for any reason be held invalid or unenforceable, to the fullest extent permitted by law, such invalidity or unenforceability shall not affect any other provisions hereof, but this Guaranty shall be construed as if such invalid or unenforceable provision had never been contained herein.

4.05 Assignment. Neither this Guaranty nor any of the rights, interest or obligations hereunder shall be assigned or delegated by Guarantor without the prior written consent of the LA DOTD. This Guaranty and all of the provisions hereof shall be binding upon Guarantor and its successors and permitted assigns and shall inure to the benefit of the LA DOTD and its respective successors and assigns.

4.06 No Third Party Beneficiaries. Nothing in this Guaranty shall entitle any person other than the LA DOTD and its respective successors and assigns to any claim, cause or action, remedy or right of any kind.

4.07 Certain Rights, Duties, Obligations and Defenses. Notwithstanding Section 1.01 through Section 1.03 above, Guarantor shall have all rights, duties, obligations and defenses available to the Developer under the Comprehensive Agreement relating to waiver, surrender, compromise, settlement, release or termination voluntarily made by the LA DOTD, failure to give notice of default to the Developer to the extent required by the Comprehensive Agreement; interpretation or performance of terms and conditions of the Comprehensive Agreement; or other defenses available to the Developer under the Comprehensive Agreement except: (a) those expressly waived in Sections 3.01 and Section 4.02(c) above and (b) defenses available to the Developer under any federal or state law respecting bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand except for fourteen (14) days' prior written notice to Guarantor setting forth the default or breach of Guaranteed Obligation on the part of the Developer and demand for payment or performance of such Guaranteed Obligation.

4.08 Mergers, etc. Guarantor shall not, in a single transaction or through a series of related transactions, consolidate with or merge with or into any other person or sell, assign, convey, transfer, lease or otherwise dispose of any material portion of its properties and assets to any person or group of affiliated persons, unless:

- (a) in case of a merger, Guarantor shall be the continuing corporation; or
- (b) the person (if other than Guarantor) formed by such consolidation or into which Guarantor merges or the person (or group of affiliated persons) that acquires by sale, assignment conveyance, transfer, lease or other disposition a material portion of the properties and assets of Guarantor shall expressly agree to perform all of the obligations of Guarantor hereunder, as a joint and several obligor with Guarantor if Guarantor continues to exist after such transaction, by a writing in form and substance reasonably satisfactory to the LA DOTD.

Notwithstanding the agreement by any such person to perform the obligations of Guarantor hereunder, Guarantor shall not be released from its obligations hereunder.

4.09 Joint and Several Liability. If the Guarantor is comprised of more than one individual and/or entity, such individuals and/or entities, as applicable, shall be jointly and severally liable for the Guaranteed Obligations. If more than one guaranty is executed with respect to The Developer for the Project, each guarantor under such a guaranty shall be jointly and severally liable with the other guarantors with respect to the obligations guaranteed under such guaranties.

4.10 Survival. The obligations and liabilities of Guarantor hereunder shall survive termination of the Comprehensive Agreement or the Developer's rights thereunder due to default by the Developer thereunder.

4.11 Headings. The Article and Section headings in this Guaranty are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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4.12 Counterparts. This Guaranty may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

4.13 Entire Agreement. This Guaranty constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. Guarantor agrees to execute, have acknowledged and delivered to the LA DOTD such other and further instruments as may be reasonably required by the LA DOTD to effectuate the intent and purpose hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the day and year first above written by its duly authorized officers.

[•],
a [•]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT M

**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
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Attachment D	Supplemental Specifications for Female and Minority Participation in Construction
Attachment E	Wage Determination
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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.)

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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.

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FHWA-1273 -- Revised May 1, 2012

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

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 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.

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

Belle Chasse Bridge & Tunnel Replacement _____
PPP Project
~~Draft~~ RFP – Comprehensive Agreement
Exhibit M – Federal Requirements

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of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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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:

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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 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.

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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 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

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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 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

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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 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

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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 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

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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 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.

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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 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.

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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.

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

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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.

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

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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.

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

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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 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;

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(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 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

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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

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

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49 CFR Part 26

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 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.

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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 the commercially useful function requirement, the design-builder will not receive credit toward the goal.

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(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 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

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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 must then be received by the DOTD Compliance Programs Office within 30 days of the subcontractor starting work.

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- 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.

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

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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.

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

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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.
- 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

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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 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.

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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.

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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

Louisiana Department of Transportation and Development

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	

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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 AMOUNTPAID 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: _____

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Louisiana Department of Transportation and Development

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: _____

Louisiana Department of Transportation and Development

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:					

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

Belle Chasse Bridge & Tunnel Replacement _____ PPP Project Draft RFP – Comprehensive Agreement Exhibit M – Federal Requirements	M-38
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Louisiana Department of Transportation and Development

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.

Louisiana Department of Transportation and Development

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

<u>Description of Work to be Performed</u>	<u>Subcontractor Price</u>

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 which incorporates all requirements and pertinent provisions of the design-build 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). The terms of this request shall be deemed and shall constitute a part of the written subcontract for the work listed hereinabove.

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)

Louisiana Department of Transportation and Development

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) _____
(Signature) _____ DATE _____ APPROVED BY: _____
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.

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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01/83 OFCCP 41 CFR 60-4
(Required FHWA Provisions)
Page 2 of 8

*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

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.

Belle Chasse Bridge & Tunnel Replacement

PPP Project

~~Draft~~ RFP – Comprehensive Agreement

Exhibit M – Federal Requirements

Louisiana Department of Transportation and Development

ATTACHMENT E WAGE DETERMINATION

General Decision Number: LA180015 05/11/2018 LA15

Superseded General Decision Number: LA20170015

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 \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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 <https://protect-us.mimecast.com/s/QLZ5CkRwrBf75BxH27lxx?domain=dol.gov>.

Modification Number Publication Date

0 01/05/2018

1 05/11/2018

CARP1846-001 07/01/2017

	Rates	Fringes
Carpenter (includes form work)...	\$ 25.06	9.10

ENGI0406-001 10/28/2010

	Rates	Fringes
Mechanic.....	\$ 25.40	8.05

* LABO0099-001 07/01/2017

ORLEANS, JEFFERSON and ST. BERNARD PARISHES

	Rates	Fringes
LABORER (Common or General).....	\$ 17.22	3.40

* LABO0099-002 07/01/2017

PLAQUEMINES, ST.CHARLES and ST. JOHN THE BAPTIST PARISHES

	Rates	Fringes
LABORER (Common or General).....	\$ 17.22	3.40

Belle Chasse Bridge & Tunnel Replacement

PPP Project

~~Draft~~ RFP – Comprehensive Agreement

Exhibit M – Federal Requirements

Louisiana Department of Transportation and Development

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	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 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 <https://protect-us.mimecast.com/s/QLZ5CkRwrBf75BxH27lxx?domain=dol.gov>. 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 (29CFR 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.

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

Louisiana Department of Transportation and Development

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.

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.

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END OF GENERAL DECISION

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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.

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On-The-Job Training

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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 N

FORM OF LA DOTD LEGAL AFFIRMATION AND OPINION

[To be addressed to Developer, Collateral Agent and Lenders]

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 [●], 2019 ("Comprehensive Agreement"), between LA DOTD and [●] ("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 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.
- (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.

Louisiana Department of Transportation and Development

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,

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

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Attachments: Project Construction Quality Assurance Program

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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 ~~extraordinary~~ 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, and expects a Finding of No Significant Impact by December 2018.

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.

~~PROJECT MANAGEMENT PLAN~~—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 ~~m~~Management ~~P~~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:

~~X~~—~~Draft submitted by Developer with Proposal.~~

- A Submitted by Developer no later than 30 days after NTP and approval or concurrence as appropriate by LA DOTD prior to commencement of design work.
- B Submitted by Developer and approval or concurrence as appropriate by LA DOTD prior to commencement of construction.

Part	Section	Contents	Submittal Schedule
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1. Project Administration Plan

Organization	Organization C Charts	X , A
Personnel	Names and contract details, titles, and job roles	X , A
Mobilization	Timeline for co-location, project office and field office installation schedule, and implementation of office requirements according to the Technical Provisions	X , A
Subcontractors	Subcontracting Plan	X , A
Schedule	Project Baseline Schedule in accordance with Section 2	X , A
Quality Control	Procedures to establish and encourage continuous improvement	X , A
Audit	Procedures to facilitate review and audit by LA DOTD	X , A
PMP Update	Procedures for preparation of amendments and submission of amendments to any part of the PMP (See Note 1)	X , A
<u>Developer Communications</u>	<u>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</u> <u>Processes and procedures for communication of Project information between the Developer's organization and LA DOTD</u>	<u>A</u>
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.	X , A
	Document management procedures in compliance with the Technical Provisions Section 2.	X , 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	X , A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	X , A
	Personnel	Resource p Plan for the Developer and its Subcontractors	X , 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	X , 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	X , A
		Responsibility of Subcontractors and affiliates	X , 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	X , A
	Procedures to establish Developer's hold points in the design process where checking and review will take place	X , A
	Procedures to ensure accuracy, completion, and quality in submittals to LA DOTD and Governmental Entities	X , A
	Procedures to establish and encourage continuous improvement (<u>C</u> orrective/ pre ventive <u>a</u> 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	X , 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 ~~supercede~~^{supersede}.

	Organization	Developer's main contractual arrangements	X , A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	X , B
	Personnel	Resource p 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	X , 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 s 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/ Preventive 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
2C. O&M Quality Management <u>Refer to Section 19.7 of the Technical Provisions for more information.</u>			
	Organization Personnel Offices and Equipment Subcontractors Interfaces Procedures Audit	Consistent with general quality management requirements in Section 2 of the Technical Provisions and addressing the items required by Section 189 of the Technical Provisions.	See TP- Section- 18B
3. Comprehensive Environmental Protection Program (CEPP) <u>Refer to Section 4.4 of the Technical Provisions for more information.</u>			
	Organization	Developer's main contractual arrangements	A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
		Environmental c Contact Freelist	B
	Personnel	Resource p 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 Program (EPTP)for all employees in accordance with Section 4	B
	Subcontractors	Overall control procedures for Subcontractors, including consultants and subconsultants	B
		Responsibility of Subcontractors and Affiliates	B
Environmental		Establishment of the component parts of the Environmental Compliance and Mitigation Plan (ECMP)	B
		Procedures for implementation of the Environmental Protection Training Plan (EPTP) 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/Preventive 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	X , A
		Organizational structure covering the activities to be	X , A

	performed in accordance with the Contract Documents.	
Personnel	Resource p Plan for the Developer and its Subcontractors	X , 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 Program 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/ Preventive 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.	X , 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/ Preventive Action)	B	
	Audit	Name of Developer's representative with defined authority for establishing, maintaining, auditing and reporting on the TMP	X , 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) <i>Refer to Sections 9.2, 12.6, and 12.7 of the Technical Provisions for more information.</i>			
	Procedures	Procedures describing how the principal activities will be performed for vehicular and marine traffic.	X , 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/ Preventive Action)	B
	Audit	Name of Developer’s representative with defined authority for establishing, maintaining, auditing and reporting on the D&AP	X 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 <i>Refer to Sections 12.8.3, 18.6.5, and 16.6.6 of the Technical Provisions for more information.</i>			
	Procedures	Policies, plans, training programs, w Work S ite controls, and i ncident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project	X , 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. Developer Communications Plan			
		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	X, A
		Processes and procedures for communication of Project information between the Developer's organization and LA DOTD	A
98. ROW Acquisition Services / Utility Relocation Adjustment Coordination Plan Services <i>Refer to Sections 5.1, 5.2, 6.1 and 6.3 of the Technical Provisions for more information.</i>			
	Organization	Developer's main contractual arrangements	X, 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 u Utility a 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 the Environmental Protection Training Program 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 a Adjustment P plan	B
	Relocation	Relocation Plan (Right of Way)	B
	Environmental	Control of the interface between environmental requirements (including Hazardous Materials and demolition) and Project ROW acquisition activities	A
		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 Project Environmental Mitigation Plan (PEMPCEPP) 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

~~10. Risk Management Plan~~

		Procedures for identifying, assessing, analyzing, controlling and managing project risks to meet its obligations under the Agreement. Routine update procedures for project risks, including identification of new risks, management of on-going risks, retirement of mitigated or lapsed risk windows. Scheduling, facilitation, and documentation of regular risk management meeting between Developer and LA-DOTD	A
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~~11. Gulf Interoastal Waterway (GIWW) Plan~~

	Procedures Requirements Sweep and Sounding	Consistent with requirements in the Technical Provisions.	B
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	Surveys		
			B
			B
912. Toll Management Plan			
912A. Preliminary Design and Planning			
	Organization	Developer's key tolling personnel	X, A
		Organizational structure covering the activities to be performed in accordance with the Contract Documents	A
	Design and Installation Procedures	Concept of o Operations, p Preliminary D esign D ocument, m Master T est P lan, i Installation P lan, b Branding/ M arketing p Plan	X, A
	O & M Procedures	Service Commencement Partial acceptance and operations plan, performance monitoring plan, maintenance plan, training plan	X, A
912B. Final Design Procedures			
	Design and Installation Procedures	Detailed Design Document, Detailed Installation Design Plan	B
912C. System Development			
	Testing Plan and Manuals	Factory Acceptance Test (FAT) Plan, Site Acceptance Test (SAT) Plan, Training Manual, Reports Manual	B
912D. Testing, Installation, and O&M			

	Audit Documentation	FAT results and report (including punch-list and schedule for resolution); Installation As- b Built; SAT results and report (including punch-list and schedule for resolution); On-going performance reports	B
1013. 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	X , B
	O&M Deliverable Schedule		
	Document Management		
	Communications		
	Maintenance Safety		
	Maintenance Hazmat		
	Maintenance Environmental		
	MMS		
	Maintenance Transition		
	Incident Management		
	Snow and Ice Control 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 ~~S~~state ~~P~~proposed ROW, as well as for any Developer-identified Developer ~~p~~Proposed/Developer ~~a~~Acquired ROW, ~~u~~Utility ~~A~~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 ~~f~~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 ~~m~~Milestone ~~S~~schedule ~~D~~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 ~~identification~~ 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 ~~a~~Activity ID Identifications. Only the use of an alphanumeric coding structure with no spaces, hyphens, symbols, or characters other than letters is to be used in the ~~a~~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 ~~e~~Expected ~~F~~inish ~~D~~ates 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 ~~u~~Utility ~~A~~adjustment ~~W~~ork, if the Work is not shown as an activity itself, such Work shall be shown as a Work element, where applicable. For ~~m~~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 “~~w~~Weather ~~D~~elays,” which shall be a sum of the remaining allotted number of days calculated in the ~~b~~Baseline ~~n~~Narrative ~~R~~eport.

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) ~~c~~alendar ~~D~~ays, and not less than one (1) calendar ~~d~~ay, except activities relating to approvals and reviews by Governmental Entities, procurement activities, or as otherwise accepted by LA DOTD;
- B. Activity relationships shall be ~~F~~inish-to-~~S~~start (FS) with no leads or lags, ~~F~~inish-to-~~F~~inish (FF), or ~~S~~start-to-~~S~~start (SS) with lags no more than one-half (½) 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 ~~P~~roject-~~L~~evel Calendars and not ~~G~~lobal 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 ~~LA DOTD Construction Administration Manual (CAM), Part VI, Section 6.9~~ 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 Relief Delay Events ~~by LA DOTD~~. 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 ~~c~~ritical ~~I~~tems ~~G~~raphical ~~R~~eport for each ~~C~~ritical ~~P~~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 Relief-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

2.2.10 Extension of Contract Time

~~If Developer believes Work on the Project has been delayed for reasons beyond its control, a written request for an extension of contract time may be submitted in accordance with Article 13 of the Contract Agreement.~~

~~Developer's request for extension of time shall include its own analysis, using a method approved by the Project Manager or Engineer, of the delay using the Project Schedule Update at the time of delay and as built information of work actually performed.~~

2.3 Quality Management Requirements

2.3.1 Document Management

Developer shall ~~establish and maintain an electronic and hard copy~~utilize a LA DOTD document control system to store, catalog, and retrieve all Project-related documents ~~in a format that is approved for use by LA DOTD~~. Unless otherwise directed by LA DOTD, record retention shall comply with the requirements of LA DOTD ~~"In Office Retention Period"~~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 is consistent with and expands upon the draft QMP submitted with the Proposal and~~ 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) ~~and Quality Assurance (QA)~~ activities. Developer's quality process shall incorporate planned and systematic verifications and audits undertaken by an independent party. Developer shall conduct all ~~QC,~~ QA 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 ~~q~~Quality ~~T~~eam;
 - 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 ~~Service Commencement~~ Partial 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 Exchange Directives, and Exchange 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.~~including but not limited to plans, processes, and procedures for Developer's QC and Quality Acceptance (QC/QA):~~

- 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 ~~implement a web-based document management system~~ 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, ~~e~~Corrective ~~a~~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 (QAAM) – 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
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Draft	Indicates that the NCR is being written.
Active	Indicates that the NCR has been submitted to the Responsible Organization to provide causes, C corrective a 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, ~~Construction Engineering and Inspection~~ Owner Verification (CEIOV) 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 ~~i~~Independent ~~D~~design ~~C~~checks by an ~~i~~Independent ~~D~~design ~~R~~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, personnel and~~ LA DOTD, ~~and the Utility Adjustment Team (UAT)~~, 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 workshop will also discuss the extent of LA DOTD and UAT reviews.~~ 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 ~~d~~Design ~~D~~documents for each approved ~~c~~Construction ~~P~~phase;
- b. Final ~~d~~Design ~~D~~documents for the ~~S~~staged ~~D~~design ~~S~~submittals;
- c. Final ~~d~~Design ~~D~~documents (~~C~~complete ~~S~~set) for the approved ~~c~~Construction ~~p~~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 ~~p~~Preliminary ~~D~~d~~e~~sign, ~~F~~final ~~D~~d~~e~~sign, 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 ~~p~~Preliminary ~~D~~d~~e~~sign and ~~F~~final ~~D~~d~~e~~sign ~~S~~s~~u~~bmittals.

- C. Independent ~~d~~D~~e~~sign ~~c~~C~~e~~cks - Developer shall cause ~~i~~I~~n~~dependent ~~d~~D~~e~~sign ~~c~~C~~e~~cks to be carried out by an ~~i~~I~~n~~dependent ~~D~~d~~e~~sign ~~R~~r~~e~~viewer 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 ~~and the UAT~~ a plan/process and written procedures for this ~~i~~I~~n~~dependent ~~D~~d~~e~~sign ~~c~~C~~e~~ck. An ~~i~~I~~n~~dependent ~~d~~D~~e~~sign ~~c~~C~~e~~ck 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 ~~i~~I~~n~~dependent ~~d~~D~~e~~sign ~~R~~r~~e~~viewer 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 ~~i~~I~~n~~dependent ~~D~~d~~e~~sign ~~r~~r~~e~~viewer.
- D. Independent ~~d~~D~~e~~sign ~~c~~C~~e~~cks 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 ~~Variances~~Design Waivers.

Developer shall submit to LA DOTD, and FWHA as appropriate, all requests for Design Exceptions and Design ~~Variance~~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 ~~i~~Independent ~~D~~esign ~~R~~eviewer, and any Design Professionals having significant input into the design or review shall be present. Developer shall notify and invite LA DOTD ~~and the UAT~~ 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 ~~d~~Design ~~S~~ubmittal 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 ~~p~~Preliminary ~~D~~esign 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 plan requirements; and
- h. Any related Design Exceptions and ~~Variances~~ Design Waivers are approved.

Optional limited ~~i~~Interim ~~d~~Design reviews are intended to resolve conflicts and address unresolved comments after the ~~p~~Preliminary ~~D~~esign but prior to ~~F~~final ~~D~~esign. Developer should use ~~i~~Interim ~~D~~esign reviews to remedy conflicts, account for exceptions, and incorporate resulting corrections. Developer shall notify LA DOTD ~~and the UAT~~ as early as practical but not less than five (5) days in advance if ~~i~~Interim ~~d~~Design reviews are necessary and shall schedule the necessary design reviews, workshops, meetings, and “over-the-shoulder” reviews as may be required to facilitate ~~i~~Interim ~~D~~esign reviews.

Developer may also use ~~i~~Interim ~~D~~esign reviews to verify that the concepts and parameters established and represented by ~~p~~Preliminary ~~D~~esign 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 ~~p~~Preliminary

~~d~~Design review.

Final ~~d~~Design reviews shall verify that the concepts and parameters established and represented by ~~P~~preliminary ~~D~~design and any ~~i~~interim ~~D~~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 ~~F~~final ~~d~~Design review with LA DOTD, ~~and the UAT~~, 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 ~~w~~Work design reviews, ~~except where public safety might be affected~~, 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 ~~t~~Temporary ~~W~~works plan review. Developer shall check, review, and certify ~~t~~Temporary ~~w~~Works ~~D~~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 ~~R~~record or ~~A~~as-built drawings as well as ~~s~~Shop ~~D~~drawings for all the ~~C~~construction ~~P~~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 ~~R~~record ~~D~~drawings and ~~S~~shop ~~D~~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 area-inspection shall encompass the entire Project Area including areas outside the limits of the Project, as there will be required Elements outside of the actual 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 Construction-MaintenanceProject 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. Preliminary Plan or Construction MaintenanceProject Limits for O&M Work to Existing Facilities During Construction drawings Plan 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 Construction MaintenanceProject Limits for Existing Facilities Plan area.
- 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 ~~d~~Document ~~C~~ontrol ~~P~~lan 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 ~~d~~Design-~~B~~uild ~~P~~eriod.
- D. Video ~~r~~Recording prior to the beginning of construction and at final acceptance of any existing underground storm or sanitary sewer system within the ~~Project Construction-Maintenance Limits~~ for O&M Work to Existing Facilities During Construction Plan 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.

~~Developer shall restore the Existing ROW outside the general purpose lanes and within the Construction Maintenance Limits to a condition equal to or better than existing conditions by Service Commencement.~~

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 ~~LADOTD~~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 ~~QA-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 action~~ Corrective Actions taken or planned. In addition, the agency or firm responsible for the ~~corrective action~~ Corrective Action shall be documented. Planned ~~corrective action~~ 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 ~~Service Commencement~~ Partial 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 ~~for the duration of the Project or longer if it is as required by LA DOTD~~ from commencement of construction to Partial 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 ~~(see Attachment 2-6 for Example/Template of the Monthly Schedule of Values)~~
- 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 action~~ 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 ~~D&C General~~-Warranty ~~Term Period~~, or if an individual filling an "O&M Period" Key Personnel role during the period commencing on the ~~Service Commencement~~Partial 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 ~~Service Commencement~~Partial 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 ~~Service Commencement~~Partial Acceptance.
- E) Operation & Maintenance Manager: The manager responsible for overall management of O&M Work on behalf of Developer. Prior to ~~Service Commencement~~Partial Acceptance, responsible for operation and maintenance of the existing facilities and reporting to the Developer's Project Manager. After ~~Service Commencement~~Partial 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 Control/Quality Assurance~~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~~Quality Control/Quality Assurance 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~~Quality Control/Quality Assurance 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 ~~a Designer~~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) Environmental Compliance Manager: The Environmental Compliance Manager must be responsible for the Developer's environmental compliance. The Environmental Compliance Manager must have a minimum of five (5) years of professional experience prior experience in the areas of related to construction oversight and environmental monitoring and must have the authority to stop work. The Environmental Compliance Manager will be responsible for ensuring that the Project complies with the terms and conditions of the environmental permits, as well as with state and federal environmental laws and regulations. For additional requirements, see Section 4.5.1 of the Technical Provisions.
- N) 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).

O) Tolling Managers:

Prior to Service Commencement 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 Service Commencement 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.

- P) 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, following:

- ~~a) Serve as the primary point of contact between Developer and customer groups and act as clearinghouse for the receipt of and response to written or verbal questions, comments, or complaints regarding the Project.~~
- ~~b) Facilitate communication among Developer, customer groups and governmental entities.~~
- ~~c) Interact with customer groups and represent the interests of the Project at associated meetings and other formal and informal events.~~
- ~~d) Oversee preparation of public exhibits, audiovisual presentations, and related materials.~~
- ~~e) Liaise with the Developer's representative assigned to coordinate the initial response to any incident or emergency and any governmental entity that may have jurisdiction in the Emergency.~~
- ~~f) Coordinate with LA DOTD regarding all media inquiries, media outreach, and elected official contact.~~

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.

The Developer's PICP details the communication hierarchy for information distribution related to compliance with the Comprehensive Environmental Protection Plan (CEPP) prepared by Developer, as described in Section 4 (Environmental). The PICP shall include names and contact information, including emergency contact information, and the preferred methods of contact, and emergency communication distribution. Developer shall ensure that any changes to contact information pertaining to the CEPP are incorporated into the PICP in a timely manner.

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 have a minimum of four (4) years of relevant communications and public involvement experience on projects of similar type and scope. The PIC shall be retained within sixty (60) days of NTP.~~ 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. ~~Lead and~~ Seek opportunities with LADOTDLA 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 LADOTDLA 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 LADOTDLA 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 LADOTDLA DOTD.

3.2.3 Public Meetings

Developer shall participate by providing necessary staffing support in any meetings with the public that they or LADOTDLA DOTD arranges and conducts. During such meetings, Developer shall be in attendance ~~to lead 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 ~~LADOTD~~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 ~~shall~~ 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) documents provided by LA DOTD. The Developer shall comply with all ~~e~~Environmental ~~S~~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; and 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.

It is the Developer's responsibility to obtain clarification of any unresolved ambiguity within this document and other applicable laws, permits, and authorizations prior to proceeding with design and/or construction.

The Developer shall develop, execute, and maintain a Comprehensive Environmental Protection Program (CEPP) for the Work to ensure environmental compliance with all applicable Environmental Approvals, environmental laws and commitments as set forth in the final approved EA and FONSI documents provided by LA DOTD, and also in Sections 4.3 and 4.4 of this document. The CEPP shall obligate Developer to protect the environment and document the measures taken during the performance of the Work to avoid, minimize, and mitigate impacts on the environment from the design and construction activities of the Project. The CEPP shall effectively demonstrate in detail Developer's knowledge of all applicable Project-specific Environmental Approvals, issues, and commitments, as well as applicable environmental laws. It shall also describe the processes that will be followed during the course of the Work to comply with those Environmental Approvals, issues, and commitments and laws, as well as the documentation required to demonstrate compliance. All monitoring and reporting activities shall be concise and consistent throughout the term of the Agreement as applicable to the activities being performed, and shall be in accordance with the requirements set forth in the Environmental Approvals and environmental laws.

The CEPP shall also effectively describe the quality control and assurance measures that Developer will implement to verify compliance with the CEPP with all applicable environmental laws. The CEPP shall establish a goal of zero environmental violations during the performance of all Work activities while meeting each regulatory agency's permitting requirements. However, should violations occur, the CEPP shall set forth detailed processes for rectifying such violations in an appropriate and timely manner.

Developer shall cause Work to comply with Environmental Approvals and compliance requirements for any additional actions throughout the term of the Agreement. Developer shall monitor and document Work activities so that documents providing evidence for compliance are available to FHWA and LA DOTD for inspection at any time. Evidence of compliance activities may include photo documentation and other appropriate methods. Developer shall report CEPP activities to LA DOTD and FHWA for inclusion in the PMP. Developer shall execute the ECMP, which lists responsible parties for environmental commitments detailed in the approved EA and FONSI as agreed on by FHWA and LA DOTD. The environmental commitments table along with the CEPP shall be used to track environmental commitments and shall be updated throughout the Project.

Developer shall commit to using (when and where possible) environmentally sustainable practices and/or materials in the development of the Project.

The design of the Project shall be in accordance with ~~Volume 3 Manuals (Technical Documents)~~these Technical Provisions, Reference Documents and the Contract Documents.

LA DOTD and FHWA must approve the EA and the FONSI before these documents are made available to the public and to the Developer.

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;
- 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

The approved EA and the FONSI documents provided by LA DOTD prior to Developer's Proposal demonstrate that the FHWA and LA DOTD have met their obligations in accordance with the National Environmental Policy Act (NEPA). Other Environmental Approvals still forthcoming 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.

LA DOTD will be responsible for conducting all NEPA documentation prior to FONSI and may procure consultant services, independent from Developer, to complete the documentation necessary to obtain Environmental Approvals.

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)
- 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 LADOTD 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 Comprehensive Environmental Protection Program (CEPP)

4.4.1 Responsibilities Regarding Environmental Approvals

Permit modifications required due to design changes occurring after a permit is issued are the responsibility of the Developer.

Developer is also responsible for obtaining all other Environmental Approvals for incidental design, pre-construction testing, and construction activities. ~~not covered in the permits provided by LA DOTD:~~

- ~~A. Section 404 and/or Section 10 authorizations under USACE Nationwide Permits (2017) such as Aids to Navigation; Survey Activities; Structures in Fleeting and Anchorage Areas; Mooring Buoys; Utility Line Activities; Bank Stabilization; USCG Approved Bridges; Minor Discharges; Minor Dredging; Structural Discharges; Temporary Construction, Access and Dewatering; and Stormwater Management Facilities (not a complete list);~~
- ~~B. Approval of the Storm Water Pollution Prevention Plan (SW3P) to comply with Louisiana Pollution Discharge Elimination System General Permit for Storm Water Discharges (LAR100000 or LAR 200000, whichever is applicable)~~
- ~~C. Letters of No Objection from the Plaquemines Parish Government (acting as the Levee District) for activities near floodwalls.~~
- ~~D. Coastal Consistency Review, Coastal Use Permit, No Direct and Significant Impacts (NDSI) or exemption by the Coastal Management Division of the Louisiana Department of Natural Resources, and Programmatic General Permit Coastal Zone issued by the USACE New Orleans District, if applicable.~~
- ~~E. Under circumstances where authorization under a Section 404/10 Nationwide Permit is the responsibility of the Developer, the Developer will prepare the application on behalf of LA DOTD. Developer shall provide any applications LA DOTD to review and approve before submitting to agencies for approval. The Developer will be responsible for estimating mitigation costs and preparing the mitigation agreement to be executed by LA DOTD.~~

As part of the PMP, Developer shall develop and implement a Comprehensive Environmental Protection Program (CEPP), applicable throughout the term of the Agreement to establish the

approach, requirements, and procedures to be employed to protect the environment. All component parts of the CEPP shall reflect in order of priority: impact avoidance, minimization, and as a last resort, compensatory mitigation. The CEPP shall satisfy the requirements of the applicable FHWA, LA DOTD, and Governmental Entities having jurisdiction of the Project, including those detailed as commitments in any Environmental Approvals.

At a minimum, the CEPP shall include the following component parts:

- A. Environmental Management System (EMS);
- B. Environmental Compliance and Mitigation Plan (ECMP);
- C. Environmental Protection Training Plan (EPTP); and
- ~~D. Hazardous Materials/Wastes Management Plan (HM/WMP);~~
- ~~E. Communication Plan (CP);~~
- ~~F. D. Construction Monitoring Plan (CMP); and~~
- ~~G. Recycling Plan (RP).~~

Amendments and updates to the CEPP as necessary to address changing conditions and environmental requirements shall be in accordance with the procedures for amendments to the PMP.

4.4.2 Environmental Management System (EMS)

The Environmental Management System (EMS) shall be the overarching system by which Developer shall ensure that Environmental Commitments listed in the approved EA and FONSI are carried forward and reflected, as appropriate, in the design and are implemented throughout the Work. Other conditions, special provisions, and stipulations expressed in the required environmental permits that Developer shall also be listed. Developer shall utilize the EMS to track on-going issues, identify environmental compliances and non-compliances, and identify actions required/taken to correct any such non-compliance. The EMS shall establish a schedule for periodic CEPP review that is to be updated no less than quarterly throughout the construction period to identify changing on-site conditions. The EMS shall provide a means to track the reviews and results. At a minimum, the EMS shall require documents in the following list to be on file at the site and available at any time for LA DOTD review:

- A. CEPP component parts;
- B. Weekly Environmental Monitoring Reports;
- C. Investigative Work Plans, Site Investigative Reports, and Remedial Action Plans as necessary for Hazardous Material discovery/remediation;
- D. Wetlands and stream delineations and appropriate Section 404 permit application if changes to the design or temporary construction impacts are necessary;
- E. Mitigation or resource monitoring reports, as required by resource-specific mitigation plans;

- F. Designs for stream, wetland, and floodplain restoration and/or mitigation;
- G. Storm Water Pollution Prevention Plan to comply with Louisiana Pollutant Discharge Elimination System (LPDES) Construction General Permit for Storm Water (LAR600000);
- H. LPDES Construction General Permit (LAR600000), General Permit for Storm Water Discharges Related to the Louisiana Department of Transportation and Development's Statewide Construction and Maintenance Activities Resulting in Land Disturbance equal to or greater than 1 acre, and less than 1 acre which is part of a common larger project which ultimately will disturb equal to or greater than 1 acre;
- I. Section 401 Water Quality Certification conditions and Best Management Practices (BMPs) per Louisiana Department of Environmental Quality, including Municipal Separate Storm Sewer Systems (MS4) permits as required, to reflect Project development and staging, including off-site plans, controls, and reporting from borrow sites, waste sites, and plant location sites;
- J. Completed permit applications and permits as issued;
- K. Pre-Construction Inspection Report;
- L. Training documentation;
- M. Developer's proposed abatement location for use by the LA DOTD noise analysis, if different than that included in the LA approved EA;
- N. Environmental Justice (EJ) commitments, as applicable;
- O. Environmental Commitments Table, including permits, special provisions, conditions, and responsible parties for Pre-Construction and ~~D~~during ~~C~~construction; and
- P. LPDES Monitoring Reports.

4.4.3 Environmental Compliance and Mitigation Plan

The Environmental Compliance and Mitigation Plan (ECMP) 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. This plan 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, ~~C~~corrective ~~A~~actions, and adaptive management.

The ECMP shall include a Compliance Action Plan (CAP). The CAP shall consist of a decision-making matrix that will define the triggers for initiating or re-initiating environmental compliance actions for construction and maintenance activities. For each trigger, the CAP will identify the appropriate type or level of environmental study or other compliance action necessary to ensure the ongoing validity of Project Environmental Approvals and commitments. In addition, the ECMP shall detail any mitigation required by Environmental Approvals and Developer's approach to satisfying mitigation requirements, including mitigation requirements identified after completion of the ECMP.

The ECMP shall include the following components:

4.4.3.1 Clean Water Act - Sections 404 and 401: Waters and Wetlands of the United States

LA DOTD shall be the applicant for the permits identified in Section 4.3.2 to comply with Sections 401 and 404 of the Clean Water Act (CWA). LA DOTD will prepare the Joint Coastal Use and Section 404 Individual Permit application (JPA) based on design plans included in the approved EA. This JPA will result in conditional approvals from the Coastal Management Division and the U.S. Army Corps of Engineers (USACE) that will be provided to the Developer. Developer shall comply with the terms and conditions set forth in the Section 404/10 permits issued to LA DOTD by the USACE and Section 401 Water Quality Certification(s) as administered by the Louisiana Department of Environmental Quality (LDEQ). The Developer is required to map and flag in the field all wetlands and waters of the US that are to be avoided when avoidance is a condition of the permit(s).

LA DOTD shall be the main point of contact and shall coordinate directly with the agencies. LA DOTD, at its discretion, shall involve Developer in the coordination and approval process. Developer shall provide:

- A. A process for training personnel to recognize wetlands and waters of the U.S. that fall under the jurisdiction of the USACE;
- B. A process for communicating the terms and conditions of all USACE permits and Section 401 Water Quality Certification standards;
- C. Procedures for carrying out any required avoidance or minimization of impacts to wetlands and other waters;
- D. Any change in the plans that would increase impacts to wetlands and waters of the U.S. and mitigation costs above those estimated in the approved mitigation agreement provided by LA DOTD.

4.4.3.2 Clean Water Act - Section 402

Developer shall be the applicant for the permits identified in Section 4.4.1 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.

4.4.3.3 Endangered Species Act and Fish and Wildlife Coordination Act

Documentation of consultation with the US Fish and Wildlife Service and National Marine Fisheries Service for species protected under the Endangered Species Act (ESA) and Fish and Wildlife Coordination Act (FWCA) will be provided by LA DOTD in the approved EA. Federally listed threatened and endangered (T&E) species known to occur in the project area and determined by the agencies to be adversely affected or not likely to be adversely affected by the Project will be identified. The approved EA will list measures protective of both federally listed T&E species and state species of concern and any suitable habitat applicable to the Project and will provide the list to Developer.

Developer shall implement procedures as provided in the approved EA and document such compliance including coordination with US Fish and Wildlife Service, National Marine Fisheries Service, or Louisiana Department of Wildlife and Fisheries, if required, to be conducted by LA DOTD. Developer shall be responsible for compliance with the applicable laws and procedures pertaining to Section 7 of ESA and FWCA throughout the term of the Agreement. The documentation at a minimum shall include:

- A. Procedures for complying with listed environmental commitments
- B. Schedules and maps related to any and all activities prohibited during nesting, breeding, or migrating seasons,
- C. Pre-construction wildlife surveys,
- D. Wildlife monitoring plans including names and contact information of qualified biologists and/or wildlife monitors,
- E. Attenuation plans and measures for airborne and in-water noise and turbidity from demolition, pile driving, and heavy equipment use that may affect T&E species,
- F. A process for training personnel on implementation of the protective measures;
- G. Procedures for complying with any commitments including mitigation.

4.4.3.4 Migratory Bird Treaty Act and Golden and Bald Eagle Protection Act

LA DOTD shall be responsible for identification of commitments to comply with Migratory Birds Treaty Act (MBTA) and the Golden and Bald Eagle Protection Act (GBEPA) requirements through the approved EA. Developer shall provide written documentation demonstrating compliance with the measures identified to protect bird species, their nests, and colonies protected under the MBTA and GBEPA. Prior to construction activities that may affect bird species, a survey by a qualified biologist or approved wildlife specialist knowledgeable about migratory birds, bald eagles, and colonial wading birds must be conducted and must document that no breeding or nesting birds within the prescribed distances are present.

~~Once it is determined that no breeding or nesting birds are active under any bridges that are to be widened, rehabilitated, jacked, painted, and/or demolished, exclusionary netting should be placed along the full length of the bridge to prevent the birds from accessing any existing nesting habitat. The exclusionary netting shall be installed according to the commitment provided in the approved EA and shall remain in place until the end of the nesting season or when the bridgework is complete, whichever occurs first.~~ Refer to the approved EA for additional commitment information.

4.4.3.5 Noise

To fulfill the commitments of the approved EA and FONSI, Developer shall be responsible for implementing all noise mitigation measures to minimize construction noise and long-term impacts of the Project. If Developer proposes changes to the Project that will alter noise impacts or abatement measures as stipulated in the EA and FONSI, these changes must be approved by LA DOTD prior to implementation. If the changes are approved, Developer shall provide necessary information to LA DOTD so that LA DOTD can modify the previous Noise Study Report. Developer shall coordinate all activities through LA DOTD and provide all necessary information to LA DOTD for the revised Noise Study Report.

In addition to the 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).

4.4.3.6 Cultural Resource Studies

LA DOTD shall perform consultation for the Project according to current procedures for implementing Section 106 of the National Historic Preservation Act as defined in 36 CFR 800. Developer shall be responsible for ensuring compliance with the commitments provided in the approved EA and FONSI and in the Memorandum of Agreement (MOA) currently under development among FHWA, LA DOTD, and the Louisiana State Historic Preservation Officer.

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 ~~a~~Area of ~~P~~potential ~~E~~ffects. 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 a historic cultural resource results from the proposed change or if the change requires the current MOA 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.

4.4.3.7 Section 4(f) U.S. DOT Act

Section 4(f) of the U.S. Department of Transportation Act of 1966 established the requirement for consideration of park and recreational lands, wildlife and waterfowl refuges, and historic sites in transportation project development. Section 4(f) properties include publicly owned public parks, recreation areas, wildlife or waterfowl refuges, or any publicly or privately owned historic site listed or eligible for listing on the National Register of Historic Places. The law is implemented by the FHWA through the regulation 23 CFR 774. 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

4.4.4 Environmental Protection Training Plan

Developer shall develop and implement an Environmental Protection Training Program (EPTP) that shall meet the minimum requirements set forth herein. The EPTP shall include methods and procedures documented in the ECMP to:

- A. Educate every worker to:
 - a. Recognize the overall importance of environmental issues as they relate to the Project and its successful completion, and
 - b. Appreciate the various environmental sensitivities of the Project;
- B. Train appropriate staff to:
 - c. Recognize environmentally sensitive resources that may be encountered during the Work;
 - d. Avoid or take appropriate action to minimize environmental impacts from the Work; and
 - e. Know the required actions, practices, and procedures regarding regulated resources;
- C. Foster Developer's management and supervisory personnel's attitude of commitment to the Project's environmental quality;

- D. Convey to all workers, Developer's management commitment to the Project's environmental quality; and
- E. Convey to all workers, LA DOTD's and Developer's commitment to zero tolerance for violations.

4.4.4.1 EPTP Scope and Content

The goal of the EPTP is to educate Project personnel about the following:

- A. Overall importance of environmental protection to the Project;
- B. Compliance responsibility and Governmental Entity authority including background and environmental issues regulatory overview;
- C. Overview of Developer's Environmental Commitments and responsibilities at the Project level;
- D. Worker responsibilities;
- E. ~~Wetlands and streams identification~~ Permits and EA Commitments Requirements;
- ~~F. Migratory Bird Treaty Act (MBTA) and the Executive Order on the Responsibility of Federal Agencies to Protect Migratory Birds (EO 13186), which requires the protection of migratory birds and their habitats. The habitats and structures potentially significant to migratory birds are to be identified within the survey corridor;~~
- ~~G. Section 7 of the Endangered Species Act;~~
- ~~H. Cultural resource identification;~~
- ~~I. Section 4(f) properties include publicly owned public parks, recreation areas, and wildlife or waterfowl refuges, or any publicly or privately owned historic site listed or eligible for listing on the National Register of Historic Places;~~
- ~~J. All applicable Environmental Approvals terms and conditions;~~
- ~~K. Best Management Practices (s) for environmental compliance including pollution prevention, erosion, sedimentation, post construction controls, and dust control measures to maintain water and air quality;~~
- ~~L. BMPs will be implemented to the extent practicable to minimize: greenhouse gas emissions, the amount of construction dust generated, and worker exposure to diesel exhaust;~~
- ~~M.F. _____~~ Required mitigation measures;
- ~~N. Procedures and precautions in the event of spills of or discovery of Hazardous Materials or unknown chemicals or contamination;~~
- ~~O. Procedures and precautions in the event human skeletal remains or other archeological or paleontological resources are discovered, including the~~

requirements of NAGPRA;

~~P. Groundwater protection requirements;~~

~~Q. Clean Water Act regulations and surface water protection requirements;~~

~~R. Overview of noise, as well as residential and commercial impact reduction procedures;~~

~~S. Air quality requirements; and~~

~~T.G.~~ Penalties and/or fines for violations of and nonconformance with Environmental Approvals and environmental laws, including termination of employment.

4.4.4.1.1. EPTP Participation

Developer shall require all employees involved with the environmental aspects of the Project to participate in the EPTP and shall keep accurate records documenting attendance, as well as materials presented. Developer shall invite the attendance of all LA DOTD staff, consultants, and any individual or firm associated with the Project.

4.4.4.1.2. EPTP Schedule

Developer shall submit to LA DOTD for review and approval, course outlines containing learning objectives designed to achieve stated goals and suggested staff attendance for all anticipated training requirements through the term of the Agreement.

Developer shall include activities for implementation of the EPTP in the Project Baseline Schedule. The length of training sessions and their frequency shall be sufficient to achieve the goals set forth above. Periodic training sessions at key times (e.g., prior to construction or major maintenance in sensitive areas or construction timing restrictions to protect threatened and/or endangered species) shall be used to update workers on specific restrictions, conditions, concerns, and/or requirements.

~~4.4.5 Hazardous Materials Management Plan~~

~~Developer shall prepare a Hazardous Materials/Waste Management Plan (HM/WMP) for the safe handling, storage, treatment, and/or disposal of Hazardous Materials and Wastes, whether encountered at or brought onto the Project Site by Developer, encountered or brought onto the Project site by a third party, or otherwise, during the term of the Agreement. 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. Developer shall follow the federal Environmental Protection Agency (EPA), LDEQ guidelines, and LA DOTD Policies and Procedures for Underground Storage Tank (UST), and Hazardous Waste (HW) Site Investigation Procedure.~~

~~Developer's HM/WMP shall include procedures compliant with all applicable environmental laws and shall include, at a minimum:~~

- ~~A. Updated Safety Data Sheets (SDS) for all chemicals to be used on the Project, per OSHA requirements, for the term of the Agreement;~~
- ~~B. Designated individuals responsible for implementation of the plan;~~
- ~~C. Procedures for identifying and documenting potential contaminated sites that might impact Project development;~~
- ~~D. Procedures for mitigation of known contaminated sites anticipated to impact construction;~~
- ~~E. Procedures for mitigation of unanticipated contaminated sites encountered during construction;~~
- ~~F. Procedures for developing a detailed Spill Response Plan for the term of the Agreement;~~
- ~~G. Process 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. Provision for a Hazardous Materials and Hazardous Waste training module as an element of the EPTP component of the CEPP;~~
- ~~J. Procedures for preparing Underground Storage Tank/Hazardous Waste (UST/HW) site investigation report(s) and package submittals to the Environmental Compliance Unit of the Office of Materials and Testing (OMAT) for review in the event that Hazardous Materials or Hazardous Wastes are discovered during construction; and~~
- ~~K. Identification and contact information for designated responsible individuals.~~

~~The HM/WMP shall include provisions for making all workers aware of the potential Hazardous Materials and Hazardous Wastes to which they may be exposed, limiting Contractors and other Site workers' exposure to Hazardous Materials and Hazardous Wastes and providing all necessary personal protection equipment to protect workers from exposure. The HM/WMP shall require Developer to provide any non-Developer personnel who visits the Project area with the appropriate personal protection equipment.~~

~~The HM/WMP shall require that all personnel of Developer Related Entities handling Hazardous Materials and Hazardous Wastes be trained and certified at least to the minimum requirements established under the current guidelines of OSHA 1910.120 (HAZWOPER Training).~~

~~Further, the HM/WMP shall include procedures for ensuring that all applicable certifications, licenses, authorizations, and Governmental Approvals for Developer personnel Handling Hazardous Materials and Hazardous Wastes are current and valid through the duration of the Work.~~

~~4.4.6—Underground Storage Tank / Hazardous Waste Investigation~~

~~Developer shall prepare a UST/HW Site Investigation Work Plan that addresses the methods, techniques, and analytical testing requirements to adequately characterize the extent of the contaminated media (soil and/or groundwater) potentially impacting the Project. The Work Plan~~

~~should include the requirements of the LDEQ's RECAP document as appropriate and in consultation with the ECU. Ultimately, and as appropriate, the Work Plan will be submitted to the LDEQ for approval prior to initiation of any Phase II Investigation(s). If Hazardous Materials/Wastes and petroleum products are identified or encountered within the Construction-Maintenance Limits, Developer's staging area, field office site, plant sites, borrow site, or stockpile location, Developer shall locate and assess the likely source of contamination.~~

~~Upon satisfactorily completing the Phase II Investigative Work, Developer shall summarize the findings within a UST/HW Site Investigation Report and make recommendations regarding potential response actions necessary for Project development. Developer shall take Hazardous Materials, Hazardous Waste, and petroleum products contamination into account during all subsequent phases of Project development, including Developer Proposed/Developer Acquired ROW negotiation and acquisition, property management, design, and construction.~~

~~A Registered Professional Engineer and other qualified professionals, as needed, shall prepare the UST/HW Site Investigation Report and submit it to the Environmental Compliance Unit of the Office of Material and Testing (OMAT) and other appropriate review agencies, and they shall prepare other necessary reports in accordance with applicable, relevant, or appropriate laws and guidance.~~

~~The UST/HW Site Investigation Report shall address:~~

- ~~A. The characterization of the impacted area;~~
- ~~B. Sampling efforts and findings;~~
- ~~C. Opportunities to avoid the contamination by adjusting the design;~~
- ~~D. Level of response action warranted if the contamination cannot be avoided;~~
- ~~E. Feasibility of initiating response actions prior to construction;~~
- ~~F. Pursuit of cost reimbursement from responsible parties;~~
- ~~G. The need for completing response actions concurrent with construction; and~~
- ~~H. The nature of any specifications and special provisions necessary for incorporation into the Project.~~

~~Developer shall initiate a preventative or corrective action after LA DOTD reviews and receives approval of the UST/HW Site Investigation Report from appropriate federal or State agencies. If Developer disposes offsite any Hazardous Wastes, including Pre-existing Hazardous Materials or Wastes, encountered during the Work, such disposal shall be at a facility permitted for such materials.~~

~~Developer shall review public contamination records prior to conducting the Phase II contamination assessment. Developer shall not start Work unless the Phase II contamination assessment is less than six (6) months old where State Proposed ROW and/or Developer Proposed/Developer Acquired ROW is required.~~

4.4.7—Communication Plan

~~Developer shall develop a Communication Plan (CP) which describes in detail the communication hierarchy for information distribution related to compliance with the CEPP. The CP will include names and contact information, including emergency contact information, and the preferred methods of routine and emergency communication distribution.~~

4.4.84.4.5 Construction Monitoring Plan

The Construction Monitoring Plan (CMP) shall identify times, locations, and other conditions where monitoring of construction activities is to be performed to maintain and ensure compliance with environmental laws, Environmental Approvals, [EA Commitments](#), and the Contract Documents. The CMP shall establish and/or document schedules, protocols, and methodologies to be used for monitoring Work with an emphasis on timely reporting, ~~corrective action~~[Corrective Actions](#), and adaptive management. The CMP shall establish reporting procedures, identify reporting requirements, and establish controls for report distribution and records retention. All Environmental Monitoring Reports shall be made available for review by FHWA, LA DOTD, and other agencies at LA DOTD's request. The CMP shall include procedures to cause immediate notification to LA DOTD should any non-compliance or violation be observed that represents an imminent danger to human health or the environment.

Prior to construction, the Developer shall have a qualified [natural resource](#) biologist or wildlife specialist survey for birds protected under the MBTA and GBEPA (see Sections 4.4.3.5 and 4.5.5).

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.

~~Post award, Developer shall inspect the local Municipal Separate Storm Sewer System (MS4) located within and adjacent to the Site. The purpose of this inspection is to document pre-existing drainage issues/problems that could later result in a fine or penalty imposed by the jurisdictional Governmental Entity.~~

~~Developer shall schedule deliveries of construction materials to minimize disruptions to surrounding areas and include these procedures in the CMP.~~

~~As part of the CMP, the following practices shall be documented and implemented as they relate to Construction Equipment:~~

- ~~• Using low sulphur diesel fuel (less than 0.05% sulphur);~~
- ~~• Retrofit engines with an exhaust filtration device to capture Diesel Particulate Matter~~

(DPM) before it enters the workplace;

- ~~Position the exhaust pipe so that diesel fumes are directed away from the operator and nearby workers, thereby reducing the fume concentration to which personnel are exposed; and~~
- ~~Use of a catalytic converter, which reduces carbon monoxide, aldehydes, and hydrocarbons in diesel fumes. These devices must be used with low sulphur fuels.~~

Additionally, as part of the CMP, Developer shall follow the following procedures:

- ~~Employ work practices and training to help reduce exposure, e.g., turning off engines when vehicles are stopped for more than a few minutes, and training diesel equipment operators to perform routine inspection and maintenance of filtration devices;~~
- ~~When purchasing a new vehicle, ensure that it is equipped with the most advanced emission control systems available; and~~
- ~~With older vehicles, use electric starting aids such as block heaters to warm the engine, as well as avoid difficulty starting, and thereby reduce diesel emissions.~~

~~4.4.9 Recycling Plan (RP)~~

~~The Recycling Plan (RP) shall document and fully detail Developer's commitment to recycling, waste minimization, and use of "green products" during all aspects of Work. The RP shall document Developer's recycling initiatives as well as methods and procedures for maximizing the use of recycled materials in all aspects of the Work. If recyclable materials shall be used in lieu of LA DOTD Approved construction and maintenance materials, Developer shall follow LA DOTD Policies and Procedures relating to use of recycled materials.~~

4.5 Environmental Personnel

Developer, acting through the Environmental Compliance Manager (ECM), shall designate~~have available~~ an Environmental Team (ET), as detailed in this section, to prevent, minimize, and/or correct any violation of or nonconformance with Environmental Approvals. The ET ~~could~~may~~shall~~ include, but not limited to the following persons: Environmental Training Staff, Environmental Compliance Inspectors (ECIs), NEPA Specialist, Archeologist, Historian, Natural Resource Biologist or Wildlife Specialist, Water Quality Specialist (including Certified Storm Water Inspectors), Air Quality Specialist, Noise Specialist, Hazardous Materials and Hazardous Wastes Manager, UST Certified Worker, Asbestos Inspection and Abatement Worker/Supervisor, and Worksite Erosion Control Supervisor (WECS). The ECM will determine the need for ET members based on the work being performed, site conditions within the project limits, and the seasonal timing of said work.

In the CEPP, Developer shall set forth procedures and methods for:

- Staffing and a~~availability~~ of ECM and potential members of the all-ET personnel; and
- Procedures for adding and removing necessary ET personnel; and

- ET staff response times during the Work.

4.5.1 Environmental Compliance Manager

Developer shall designate a full-time ECM for the Work. The ECM shall report and coordinate all issues directly with LA DOTD and Developer's Project Manager. In the event the ECM, in consultation with Developer's Project Manager and LA DOTD, is unable to reach satisfactory resolution of environmental issues, the ECM shall provide written notification to Developer and LA DOTD outlining the concerns, actions taken in attempt to correct the concerns, and provide a recommendation as to the suggested course of action.

The ECM shall direct the work of the ET and shall monitor, document, and report environmental compliance for the Work. The ECM shall report immediately to LA DOTD and Developer any violation or non-compliance and shall include with any such report, the appropriate recommendations for ~~corrective action~~ Corrective Action including stoppage of Work.

The ECM shall coordinate with LA DOTD, Developer, and appropriate Governmental Entities. The ECM shall submit all necessary environmental documentation and monitoring reports to the appropriate Governmental Entities and when applicable, through LA DOTD, to the extent necessary to maintain compliance with applicable Environmental Approvals.

The ECM shall be an employee or subcontractor of Developer. Developer shall not have the ability to relieve the ECM of his or her duty without the written consent of LA DOTD. Should Developer desire to replace the ECM, Developer shall submit the résumé of a replacement candidate. The replacement candidate shall be available fulltime within thirty (30) ~~d~~Days after delivery of LA DOTD's written acceptance. In the absence of the ECM, Developer's Hazardous Materials and Hazardous Wastes Manager shall act as an interim ECM.

Qualifications: The ECM candidate shall have at least five (5) years of experience successfully managing environmental compliance of urban freeway-roadway and bridge construction. This person or firm must be prequalified by LA DOTD and all costs associated with the ECM shall be included in Developer's Proposal. The qualifying experience required of an ECM candidate must include the following:

- A. Has developed and managed a storm water pollution prevention plan;
- ~~B. Has developed and managed a hazardous substance and petroleum products management plan;~~
- ~~C.~~ B. Has implemented environmental mitigation plans;
- ~~D.~~ C. Has provided environmental and personal protection training; and
- ~~E.~~ D. Has monitored compliance with Section 404 and 408 Permit conditions.

~~The ECM's qualifying experience must demonstrate familiarity with:~~

- ~~F.E.~~ Familiar with the scope and terminology of ASTM E 1527-13, “Standard Practice for Environmental Site Assessments;”
- ~~G.F.~~ Familiar with the provisions of the LPDES Construction General Permits (LAR100000, LAR 200000, or LAR600000, whichever is applicable);
- ~~H.G.~~ Familiar with the requirements of Coastal Use, Section 404/10, Section 408, and other permit provisions;
- ~~I.H.~~ Familiar with the LDEQ’s Risk Evaluation and Corrective Action Program (RECAP) Standards; and
- ~~J.I.~~ Familiar with the Louisiana Standard Specifications for Roads and Bridges and Supplemental Specifications.

4.5.2 Environmental Training Staff

Under the direction of the ECM, the environmental training staff shall develop, schedule, and conduct environmental awareness and environmental compliance training for Developer’s personnel. All training shall be in accordance with the requirements set forth in Section 4.4.4.

4.5.3 Environmental Compliance Inspectors

The Environmental Compliance Inspectors (ECIs) shall conduct on-site environmental monitoring, prepare documentation, and report to the ECM daily all violations, compliance, and nonconformance with Environmental Approvals.

The ECIs shall report immediately to the ECM any violation or non-compliance and shall include with any such reports, the appropriate recommendations for ~~corrective action~~ Corrective Action including stoppage of Work.

Qualifications: Each ECI shall have at least three (3) years of operational control experience of environmental monitoring activities for construction projects.

4.5.4 NEPA Specialist

The ECM shall designate a NEPA Specialist to provide expertise in NEPA laws, regulations, and policies during the course of the Work, if necessary. In particular, the NEPA Specialist should be able to address EJ issues related to the Project.

~~The ECM shall designate personnel in the event that a need arises for renewed activities to comply with environmental laws.~~

Qualifications: The NEPA Specialist shall ~~meet~~ have 5 years of experience with the primary responsibility for authoring an Environmental Assessment or Environmental Impact Statement for FHWA.

4.5.5 Cultural Resource Management Personnel

The ECM shall designate an Archeologist, Architectural Historian, Historian, and/or Historical Architect to provide expertise in monitoring impacts to cultural resources during the course of the Work, if necessary.

~~The ECM shall designate personnel in the event that a need arises for renewed activities to comply with cultural resources laws.~~

Qualifications: The Cultural Resource Management Personnel shall meet, depending on the need, either the professional qualification standards for archaeologist published in the Louisiana Register dated April 20, 1994 (These standards parallel the Secretary of the Interior's Professional Qualifications Standards for Archaeology found at http://www.nps.gov/history/local-law/Prof_Qual_83.htm) and/or the Secretary of Interior's Professional Qualifications for historic preservation found at http://www.nps.gov/history/local-law/Prof_Qual_83.htm

4.5.6 Natural Resource Biologist

The ECM shall designate a Biologist or Wildlife Specialist to provide expertise in monitoring impacts on wildlife and the natural environment during the course of the Work.

Qualifications: The Natural Resource Biologist shall be knowledgeable in environmental regulations pertaining to the MBTA and the GBEP. Experience in performing on-site surveys for presence of migratory birds, bald eagles, and colonial wading birds is also required.

4.5.7 Water Quality Specialist

The ECM shall designate a Water Quality Specialist to provide expertise in permitting delineation, storm water pollution prevention, and the protection of jurisdictional waters during the course of the Work.

Qualifications: The Water Quality Specialist shall have verifiable experience with monitoring and implementing Environmental Approvals specific to water quality and be able to demonstrate a working knowledge of the National and/or Louisiana Pollutant Discharge Elimination Systems and MS4 permit requirements applicable to the Project.

4.5.8 Air Quality Specialist

The ECM shall designate an Air Quality Specialist to provide expertise for air quality studies during the course of the Work, if necessary.

4.5.9 Noise Specialist

The ECM shall designate a Noise Specialist to provide expertise for noise studies during the course of the Work, if necessary.

4.5.10 Hazardous Materials/~~Wastes~~ Manager

The ECM shall designate a Hazardous Materials Manager to provide expertise in the safe handling

of Hazardous Materials and Hazardous Wastes required to perform the Work and those that may be discovered/impacted during the term of the Agreement. The Hazardous Materials/~~Wastes~~ Manager shall conduct appropriate activities such as the following:

- Schedule and/or conduct training for Developer's employees;
- Verify all employee certifications prior to and required for any handling of Hazardous Materials/~~Wastes~~; and
- Maintain records of all incidents involving Hazardous Materials and notify the ECM, LA DOTD, and appropriate authorities in writing of any such incidents.

Qualifications: The Hazardous Materials/~~Wastes~~ Manager shall meet the certification requirements of LA DOTD Soils, Foundation and Material Testing, Hazardous Waste Site Assessment Studies 6.05, and be a qualified professional with forty (40) hours of HAZWOPER certification. In addition, the Hazardous Material/~~Wastes~~ Manager shall have at least five (5) years of experience on similar projects in the following areas:

Developing investigative work plans, site investigation reports, and ~~corrective action~~Corrective Action plans or equivalent reports necessary and acceptable to the EPA and LDEQ in material discovery and remediation efforts of Hazardous Materials/~~Wastes~~;

~~4.5.11 Required Submittals~~

~~Developer will be required to provide Submittals in accordance with the Contract Documents.~~

4.6 Standards and References

Standards and references specifically cited in the body of this Environmental Technical Provision 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 Technical Provision shall be the latest edition(s) in effect on the Proposal Due Date.

4.6.1 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) (pending publication and approval by the Lead Federal Agency).;
- 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),
- H) 40 CFR; As Applicable

4.6.2 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
- 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 establish a 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
E~~x~~propriation P~~p~~ackages 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 ADJUSTMENTS

6.1 General 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 minimizes 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 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_LaDOTDLA/DOTD/Divisions/Engineering/Road_Design/UtilitiesRelocation/Pages/default.aspx
- G) LA DOTD Right-of-Way (ROW) Permits Website-
http://wwwsp.dotd.la.gov/Inside_LaDOTDLA/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_LaDOTDLA/DOTD/Divisions/Engineering/Road_Design/UtilitiesRelocation
- B) LA DOTD ROW Permit Forms-http://wwwsp.dotd.la.gov/Inside_LaDOTDLA/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 located within the LA DOTD right-of-way~~ that ~~is~~are 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.

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_LaDOTDLA_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 ~~P~~penetration ~~T~~est 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 ~~C~~one ~~P~~penetration ~~t~~est sounding location to develop reliable correlation between the boring and ~~C~~one ~~P~~penetration ~~T~~est 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 ~~P~~penetration ~~T~~est 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

Geotechnical Feature	Minimum Investigation Locations
	<p>when applicable.</p> <p>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.</p>
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 [Bridge Design ManualBDEM](#), 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_LaDOTDLA_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 ~~LADOTD~~*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 utilize primary Project control network to be provided by the LA DOTD.~~

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"	Sin $\square\square$ = denominator in error of closure divided into 1
Linear Distance Accuracy	0.1 foot per 1,000 feet	0.05 foot per 1,000 feet	Sin $\square\square$ x 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. ~~Developer shall also preserve raw and corrected field data in hardcopy output forms in a similar manner to conventional field books for preservation.~~

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.

~~All field notes shall be recorded in permanently bound books. (Field notes on loose leaf pages will not be allowed.) Developer shall deliver copies of any or all field note volumes to LA DOTD upon request.~~

8.4 Construction Requirements

8.4.1 Units

| Comply with the ~~d~~Design ~~R~~requirements in Section 8.3.

8.4.2 Construction Surveys

| Comply with the ~~d~~Design ~~R~~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 ~~purchase~~provide all materials, supplies, and other items necessary for proper survey monumentation.

9.0 SITE PREPARATION

9.1 General Requirements

Developer, in accordance with ~~Volume 3 Manuals (Technical Documents)~~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, ~~S~~stockpile, and ~~W~~waste ~~S~~sites: All ~~B~~borrow, ~~S~~stockpile, and ~~W~~waste ~~S~~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 ~~bridge~~ 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 that shall be deemed necessary in order to construct the proposed improvements 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. Utility structures, pipe, etc. shall be removed as necessary to construct the proposed improvements and to eliminate all potential conflicts with the proposed improvements. The developer shall confirm that all utility structures, pipe, etc. shall be prepared for removal including required disconnection from utilities to remain in use, and all utility agencies and companies are notified of said removal.~~

~~E.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.

~~F.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 Preparation within Project Limits

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 ~~Volume 3 Manuals~~ 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 ~~any beginning~~ construction ~~phase~~ 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 obtain all applicable permits required for the design and construction of the proposed improvements including but not limited to the USACE, the United States Coast Guard (USCG), the Louisiana Coastal Protection and Restoration Authority (CPRA), etc.~~

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 ~~for approval 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)~~ A) LA DOTD Minimum Design Guidelines;
- ~~B)~~ A) Manual on Uniform Traffic Control Devices (MUTCD);
- ~~C)~~ B) LA DOTD Engineering Directives and Standards Manual (EDSM);
- ~~D)~~ C) AASHTO Policy on Geometric Design of Highways and Streets (Desirable Values);
- ~~E)~~ 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;
- ~~H)~~ I) AASHTO Manual for Assessing Safety Hardware (MASH);
- ~~I)~~ J) AASHTO NCHRP, Report 350.
- ~~J)~~ K) The Design Report for State Project (SP) # H.004791
- ~~K)~~ L) The NEPA approved documents for SP # H.004791
- ~~L)~~ M) Any associated Public Private Partnership (PPP) requirements per the LA DOTD
- ~~M)~~ N) Design year shall be 2040

Applicable references are as follows:

- ~~N)~~ O) LA DOTD Roadway Design Procedures and Details;¹
- ~~O)~~ P) LA DOTD Special Details;
- ~~P)~~ Q) Highway Capacity Manual;
- ~~Q)~~ R) FHWA Code of Federal Regulations (CFRs); and
- ~~R)~~ 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_LaDOTDLA/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

~~The Developer is responsible for any and all vibration related damages to existing structures, bridges or other facilities located in the vicinity of construction related activities. Where vibration inducing construction activities are to be performed in the vicinity of existing properties (public or private), structures, utilities, or other facilities, the Developer shall evaluate potential impacts and develop a Vibration Control Plan for LA DOTD review and acceptance. The plan shall include certain triggers of action to ensure no damage to existing structures occurs, as well as a means to resolve public concerns for the vibration at any level. Additional requirements for the Vibration Control Plan are as follows:~~

- ~~A. Use vibration attenuation relationships published by applicable governmental agencies and/or applicable equipment manufacturers to estimate the zones within which vibrations caused by the Project may impact existing properties and facilities;~~
- ~~A. Within the zone of potential vibration impacts, conduct and document site reconnaissance of properties during site investigations to determine the sensitivity of each structure/facility to vibrations;~~
- ~~B. List all properties and/or facilities, public or private, that may be adversely affected by vibrations;~~
- ~~C. Conduct and document a preconstruction survey of each structure determined to be susceptible to vibrations;~~
- ~~D. Provide LA DOTD with recommendations to mitigate each structure that may be adversely affected by vibrations; and~~
- ~~E. Use the vibration monitoring records to develop attenuation curves for predicting vibrations at varying distances from the source.~~

~~Developer shall adjust operations immediately if the threshold readings above are exceeded. Refer to vibration monitoring requirements in Section 7.~~

10.2.3 Maintenance and Operation

Developer shall maintain all existing property accesses, ~~including those not shown on the schematic~~, 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 ~~Regulations for Driveway and Encroachment Control~~ 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 ~~r~~Related ~~T~~ransportation ~~F~~acilities as designated in the current transportation master plans found ~~o~~in the New Orleans Regional Planning Commission and the Plaquemine Parish websites ~~Volume 2~~.

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 NPDES 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 Construction-Maintenance Limits for Existing Facilities. 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 Construction Maintenance~~ Limits for Existing Facilities, 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 ~~existing structural condition and/or~~ hydraulic capacity per ~~this~~ these requirements is inadequate to carry additional stormwater generated by the Project. The design of the ~~D~~rainage ~~S~~ystem shall include any necessary modifications to the existing drainage systems within the ~~Project Construction Maintenance~~ Limits for Existing Facilities 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_LaDOTDLA/DPDES/Divisions/Engineering/Road_Design/Pages/Standard-Forms.aspx

11.3 Construction Requirements

Developer shall design the ~~D~~rainage ~~S~~ystem to accommodate construction staging. The design shall include temporary erosion control, sediment basins, and other BMPs needed to satisfy the ~~NPDES~~DPDES 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 ~~D~~esign-~~B~~uild ~~P~~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 ~~ProjectConstruction-Maintenance~~ Limits for Existing Facilities. Maintenance responsibility and costs shall be as follows during the ~~d~~Design-~~B~~uild ~~P~~period:

- A. Initial costs to reconstruct or upgrade the substandard drainage facility(ies) outside of the ~~ProjectConstruction-Maintenance~~ Limits for Existing Facilities 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 outside of the ~~ProjectConstruction-Maintenance~~ Limits for Existing Facilities 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 ~~Geographic Information System (GIS)~~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 ~~Volume 3 Manuals (Technical Documents)~~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, ~~and auger cast 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 protected from vessel collision by design and placement of a fender system.

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 design and construct all new bridge structures to accommodate any planned expansions or updates of each facility by its respective Governmental Entity or LA DOTD as designated in their respective current transportation master plans.~~

12.4.1.1 Horizontal and Vertical Clearances

For vertical clearance requirements of new bridge over the Gulf Intracoastal Waterway (GIWW), see the EA Document 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 ~~Design Loads and~~ Load Ratings

The Developer shall submit ~~a~~As-~~D~~Esigned and ~~A~~As-~~B~~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 ~~shall are not be placed in the travel lane~~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.

~~Cover plates are prohibited for use on new steel beams.~~

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 details approach slabs in accordance with requirements of the BDEM and the LA DOTD Approach Slab Special Details. ~~Pile supported approach slab will not be allowed.~~

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 ~~Service Commencement~~Partial Acceptance

LA DOTD shall inspect all bridges constructed prior to ~~service commencement~~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 ~~new bridge has been opened~~Partial Acceptance, ~~d~~Developer shall remove existing vertical lift span bridge including existing fender system. Bridge superstructure, substructure, ~~and~~ 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 ~~warned~~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 ~~new bridge has been opened~~Partial Acceptance, ~~d~~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;

~~B)C)~~ Permanently cap or plug all tunnel openings to remain;

~~Within navigation channel, provide channel depth of -26.0 NAVD;~~

~~D) Within limits of floodwalls, r~~Remove tunnel approach pavement and ramp walls, 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 shall be removed to two feet (2') below the groundline. ~~Existing opening in floodwall on both ends of tunnel approaches shall be permanently closed to the satisfaction of the owner (USACE).~~

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 ~~P~~preliminary ~~B~~bridge and ~~W~~wall ~~P~~plan ~~L~~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-~~b~~Built Plans;
- D) ~~Working-Record~~ ~~D~~drawings/~~S~~shop ~~D~~drawings;
- E) As-~~b~~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-~~b~~Built Rating contents and format shall conform to BDEM.
- G) ~~Working-Record~~ Drawings and ~~S~~shop ~~D~~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 ~~as described in Section 3.~~ 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://www.dotd.la.gov/Inside_LaDOTDLA

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, [county](#), 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 “~~Freeways~~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~~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 ~~phase 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~~^{three} (53) 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

~~All embellishments for structural Elements shall be coordinated with Developer's structural design team to facilitate constructability and maintain safety requirements. Structural element surfaces exposed to public view shall meet the requirements of the LSSRB.~~

~~No exposed conduits shall be allowed on bents, columns, bridge beams, overhangs, or any other visible surface. Developer is to minimize drain pipe exposure to public view.~~

~~All bridge substructure columns shall be consistent in form and texture, with similar shapes and details used for all bridges.~~

~~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. An 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.~~

~~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. 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 ~~Volume 3- Manuals (Technical Documents)~~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, ~~freeway~~-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 ~~Volume 3 Manual~~these -Technical Provisions~~Documents~~, 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. ~~RPM's shall be installed where new pavement marking is provided.~~

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 ~~interconnection system~~synchronization between new ~~existing~~ 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 ~~all~~ 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 ~~O~~perations and ~~M~~aintenance ~~S~~ervices.

16.1.1 Functional Requirements

The Developer's toll collection system ~~may shall~~ 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.

See ~~Attachment XXX~~ 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.

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 ~~i~~ntegrated ~~V~~oice ~~R~~esponse (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~~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:

90% of telephone calls to be answered with 20 seconds (90/20 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 ~~Volume 3 Manuals (Technical Documents)~~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 ~~Volume 3 Manuals (Technical Documents)~~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 ~~controlled access~~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

~~Developer shall not install lane and shoulder closures, perform flagging, or move equipment on the travel way on the highway lanes, ramps, and all other roads and streets from the Wednesday before Thanksgiving Day to the first Business day after New Year's Eve between the hours of 5:00 a.m. to 11:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. to 11:00 p.m., Saturday and Sunday.~~

~~Additional~~ Hlanes 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. ~~Developer shall utilize off-duty uniformed police officers for all detours.~~

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 ~~C~~changeable ~~M~~message ~~S~~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 ~~O~~verhead ~~C~~changeable ~~M~~message ~~S~~signs on the regional ITS system; and
- ~~B. Developer shall utilize off-duty uniformed police officers for mainline lane closures.~~

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, paving 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 FOR EXISTING FACILITIES

18.1 General Requirements

18.1.1 O&M Work for Existing Facilities and Transition to O&M After ~~Service-Commencement~~Partial Acceptance

Developer shall perform O&M Work for all Existing Facilities 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 ~~extraordinary-major~~ maintenance and repairs of the Belle Chasse Tunnel and Judge Perez Bridge where such work is necessary to ensure the continued safe traffic operation prior to ~~Service-Commencement~~Partial Acceptance. ~~Developer shall establish and maintain an organization that effectively manages all O&M Work in a manner set forth in the approved Operation and Maintenance Management Plan (MMP).~~ A summary of the Developer's O&M responsibilities is provided on Table 18-1. Developer shall ensure smooth transition from O&M Work for the Existing Facilities to ~~O&M Services~~O&M Work after ~~Service-Commencement~~Partial Acceptance within its organization and in full coordination with LA DOTD.

Table 18-1: Summary of O&M Requirements

	O&M Work for Existing Facilities (this Section 18 of the Technical Provisions)	O&M Services<u>O&M Work</u> after Service-Commencement<u>Partial Acceptance</u> (Section 19 of the Technical Provisions)
New Bridge and all other new roadway and facilities within the Project Limits	Not Applicable.	Commences at Service-Commencement <u>Partial Acceptance</u> and continues until the expiry of the Term.
Existing Judge Perez Bridge	Full O&M Services <u>O&M Work</u> with traffic starts at commencement of c Construction and proceeds until Service-Commencement <u>Partial Acceptance</u> at which time the Developer is responsible to maintain the existing facilities without traffic until demolition or decommissioning.	Not Applicable.
Existing Belle Chasse Tunnel		Not Applicable.

Other Existing Facilities within the Project Limits	Full O&M Services <u>O&M Work</u> with traffic starts at commencement of c Construction and proceeds until Service-Commencement <u>Partial Acceptance</u> at which time the provisions of Section 19 apply to all O&M Services <u>O&M Work</u> .	Not Applicable.
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18.1.2 General Maintenance Obligations

Throughout the period between Commencement of Construction and ~~Service-Commencement~~Partial Acceptance, 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 ~~Operation and-~~ 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 ~~Operation and-~~ Maintenance Management Plan (MMP) and the Contract Documents;

K) Prepare and keep updated a schedule of requirements for extraordinary 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

L)M) Conduct the specified O&M Work obligations, which are regularly scheduled maintenance activities that LA DOTD currently conducts on the Existing Facilities.-

18.1.3 Scope of O&M Work and Interfaces with LA DOTD and Third Parties

~~The O&M Work shall apply to all Elements as identified in Attachment 18-1 (Baseline Performance and Measurement Table for Existing Facilities).~~ LA DOTD will retain maintenance responsibilities for Elements in place or operating prior to the Proposal Due Date within the Project Limits ~~(the "existing Elements")~~ 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.

~~18.1.4~~18.1.5 Process for Identification of Extraordinary Repair Major Maintenance Needs

Developer shall keep updated within the MMP a list of known Defects in the Existing Facilities 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 ~~LADOT~~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.

~~18.1.5 Allocation of Responsibilities for Known Repair Needs—Judge Perez Bridge~~

The following Table 18-2 shows the allocation maintenance responsibilities for known repair needs for the Judge Perez Bridge. Developer is required to update this Defects Schedule in accordance with Section 18.1.4.

~~Table 18-2 Judge Perez Bridge Allocation of Responsibility for Known Repair Needs~~

Ref.	Repair Need from 2017 Inspection Report	Responsibility	
		LA DOTD	Developer
1	Superstructure High Priority Repairs		
1.1	Repair cracks in the fracture critical floorbeam web and girder bearing stiffener welds on the lift span located at the four corners above the live load shoes. (4 locations).	X	
1.2	Repair or arrest cracks in the upper web of the stringers on the lift span. (8 locations).	X	
1.3	Repair deteriorated diagonal bracing gusset plates and bracing members on the lift span	X	
1.4	Repair the areas of section loss in the floor beam stiffeners, flanges, and webs	X	
1.5	Clean and paint all corroded steel members of the superstructure and steel towers	X	
1.5	Repair spalls and pop outs on prestressed concrete girders (18 locations)	X	
2	Deck Repairs		
2.1	Seal the wide longitudinal, transverse and map cracks in the	X	

Ref.	Repair Need from 2017 Inspection Report	Responsibility	
		LA DOTD	Developer
	concrete slabs		
2.2	Fill the pop outs and spalls in the concrete slabs	X	
2.3	Repair cracked welds at grid deck connection to stringers in Span 24	X	
2.4	Repair areas of grid deck with steel plate repairs on span 24 (6 locations)	X	
2.5	Seal the wide cracks in the bituminous wearing surface at the approach slabs	X	
2.6	Replace sections of missing metal bridge rail in spans 23, 24, & 25	X	
2.7	Repair the spalls in concrete bridge rail beams and posts	X	
2.8	Remove the debris and vegetation from the all joints		X
2.9	Replace missing countersunk bolts in the armor plate at open expansion joint at Span 23		X
2.10	Replace sections of deteriorated metal plate sidewalks Span 24	X	
3	Mechanical Repairs		
3.1	Disassemble south tower line shaft couplings, inspect for internal damage and wear and check alignment. Replace damaged coupling components and realign machinery for acceptable coupling alignment. Do the same in the north tower; however, due to the audible distress observed, priority should be given to the south tower.	X	
3.2	Inspect speed reducer shims and base bolts. Replace as necessary, realign or replace shims, and properly tighten base bolts. Coordinate this work with coupling inspection / realignment.	X	
3.3	Replace northwest span lock guide plates and receiver socket. Clean and lubricate contact surfaces, paint non-contact surfaces at all span locks and restore to service.	X	
3.4	Replace southeast brake wheel and realign brake pads.	X	
3.5	Determine source of southwest and northwest brake thruster hydraulic fluid leak and remediate, clean excess fluid from brake assemblies.		X
3.6	Repair or replace southwest brake manual release and replace brake pads.		X
3.7	Consider replacing all operating machinery brakes.	X	
3.8	Determine source of south barrier gearmotor oil leak and remediate, clean excess oil from gearmotor and surrounding machinery. Consider replacing south barrier gearmotor.		X
3.9	Reconnect traffic barrier cross shaft bearing lubrication lines and confirm lubrication flows properly. Lubricate bearings.	X	
3.10	Replace oil reservoir at northwest air buffer and replenish oil supply for all air buffers.		X
3.11	Fix oil leaks at both operating machinery speed reducers.	X	

Ref.	Repair Need from 2017 Inspection Report	Responsibility	
		LA DOTD	Developer
3.12	Determine source of grease contamination on motor brushes and remediate. Install vent screens on motor inspection ports.	X	
3.13	Reconnect the differential clutch operating units and repair as necessary.	X	
3.14	Grind smooth the damaged area of the northwest span guide and guide plate. Clean and lubricate all span and counterweight guides.	X	
3.15	Realign shims and replace or tighten loose anchor fasteners at all live load shoes.	X	
3.16	Patch concrete spall at northwest live load shoe pedestal	X	
3.17	Reattach retainer plate to trunnion linkage at southeast outboard coupling.	X	
3.18	Replace north barrier motor brake cover seal.		X
3.19	Establish lubrication practice for couplings and bearings which includes removal of purge plug prior to pumping new grease.		X
3.20	Maintain lubrication schedule for all machinery.		X
3.21	Monitor gear teeth, counterweight cables, and brake pads for wear.		X
4	Electrical Repairs		
4.1	Replace existing generator and automatic transfer switch with new.	X	
4.2	Replace south traffic barrier drive motor.	X	
4.3	Install LED lights in all marine navigation lights.		X
4.4	Repair aviation lights. Replace burned out lamps with LED lamps. Install missing fixture globe lenses. Install missing fixtures on southeast quadrant.		X
4.5	Control console: Replace 0-200 amp meter with 0 to 150 amp meter on far traction motor current.	X	
4.6	Control console: install tamper resistant lockout devices on bypass switches.	X	
4.7	Control console: Install missing handle on Lock Control switch. Properly support switch.	X	
4.8	Control console: Set clock to correct local time.		X
4.9	Install new equipment door near electrical service to properly cover entire box at enclosure near transformer utility pole.	X	
4.10	Clean brushes and slip rings on drive motors. Do not over grease motors so that it contaminates the brushes. Lubricate brush springs. Install screens on lower openings of motors.		X
4.11	Overhaul all span drive motors based on low insulation resistance measurements.	X	
4.12	The operating machinery brakes have several issues with wiring, limit switches and manual release. Overhaul electrical aspects of all operating machinery brakes. Consider replacing brakes.	X	

Ref.	Repair Need from 2017 Inspection Report	Responsibility	
		LA DOTD	Developer
4.13	Clean contacts on south barrier rotary limit switch.		X
4.14	Clean and paint rusted conduit with zinc rich paint.		X
4.15	Reposition aerial cable onto insulator bushing on northeast quadrant of bridge.	X	
4.16	Repair damaged limit switches, ensure fully seated span limit switches on north side of bridge are present and working to give permissive for span locks.	X	
4.17	Label span limit switches. Remove any switches not being used in the control circuits.	X	
4.18	Clean out wasp's nest in junction box in south machinery room west end. Secure cover to keep wasps out.		X
4.19	Replace all incandescent fixtures with modern LED lamps or fixtures.	X	

18.1.6 Allocation of Responsibilities for Known Repair Needs—Belle Chasse Tunnel

The following Table 18-3 shows the maintenance responsibilities for known repair needs for the Belle Chasse Tunnel. Developer is required to update this Defects Schedule in accordance with Section 18.1.4.

Table 18-3—Allocation of Responsibility for known repair needs for Belle Chasse Tunnel

Ref.	Repair Requirement	LA DOTD	Developer
1	Structural:		
1.1	Leak Repair Joints—A full structural repair is recommended to rehabilitate the six locations identified as leak repair joints. The repair should include robust leak management solutions to address any residual water ingress.	X	
1.2	Repair or rehabilitation of construction joints, air flue frames and niches.	X	
1.3	General structural repair and rehabilitation of all tunnel elements including the portals. Repair or replacement of the tunnel finish should include investigation of alternative tunnel finishes.	X	
2	Mechanical:		
2.1	Tunnel Ventilation System (TVS)—A full replacement of the TVS is recommended, however replacement in kind is not recommended. In advance of replacing the TVS, all belts should be provided with belt guards to eliminate safety hazards to personnel.	X	
2.2	Carbon Monoxide Monitoring—The CO detection system in the pump rooms and ventilation buildings should be replaced. A		X

Ref.	Repair Requirement	LA DOTD	Developer
	system to monitor hydrocarbons, including an alarm, should be installed in the pump rooms.		
2.3	Tunnel Drainage—All pumps should have protective guards installed around their rotating shafts and couplings to eliminate safety hazards to maintenance personnel.	X	
2.4	Fire Protection—A full replacement of the standpipe system is recommended. All fire extinguisher niches should be provided with fire extinguishers. Niches, including doors, should be replaced.	X	
2.5	Replacement of tunnel drainage pumps, cleaning of roadway-level drainage, repair of the plumbing and sewage ejection system, and replacement of the HVAC and space heating systems.	X	
2.6	Abandonment of the compressed air system.	X	
3	Electrical:		
3.1	Power Distribution System—The switchgear indicator lamps should be repaired. Water should be prevented from accumulating at the floor of the mid-channel walkway electrical panels. Motor starter control panels #1 and #2 need to be replaced. Damaged conduit, exposed cables and missing pullbox lids in the air duct need to be repaired or replaced. The wall penetrations for conduit in the pump rooms show signs of water leaks and should be investigated and repaired.		X
3.2	Emergency Power System—The UPS and batteries that provide emergency operation should be repaired or replaced.	X	
3.3	Lighting—Lighting fixtures rated in severe condition that have broken or missing glass diffusers or are located at tunnel leak repair joints, should be replaced or repaired. There is a section of the tunnel without any lighting which needs to be modified to comply with ANSI/IES RP 22 Standards. A control system should be implemented and output levels within the tunnel should be modified to meet ANSI/IES RP 22 Standards. Power system supply to the mid-channel pumps requires modification to prevent tunnel lights turning off when the pumps are turned on. Approach lighting pullbox cover plates that are missing retaining screws present a potential safety hazard and should be repaired or replaced.		X
3.4	The following electrical systems that need immediate attention and should be restored to full functionality are: the tunnel fire alarm pull station system, four inoperative CCTV cameras, ventilation buildings fire alarm and fire detection system, ventilation buildings emergency lighting system, communication system and traffic control system.	X	
3.5	Power Distribution System—The 10kVA transformer that is hot to touch in the utility area outside the West Ventilation Building should be evaluated and replaced if necessary. The small	X	

Ref.	Repair Requirement	LA DOTD	Developer
	junction box identified on the West Ventilation Building should be sealed.		
3.6	Emergency Power System—The generator's user interface needs to be made fully operational.		X
3.7	CCTV—The CCTV cameras in the operations control room should be programmed to correspond numerically to the order of the cameras in the tunnel from portal to portal.		X
3.8	Lighting—Repairs should be made to the tunnel lighting fixtures that have one or both bulbs not functioning and fixtures that intermittently turn off. A Luminance measurement should be performed to fully assess the tunnel lighting levels. The findings of the survey should be used to assess whether replacement of the entire system should be considered in the near future. Walkway lighting cabling should be protected.		X
3.9	Evaluate replacement of the switchgear as the system nears the end of its design life, update single line diagrams and panelboard schedules, provide arc flash labelling of electrical equipment in accordance with code requirements, general housekeeping, preventive maintenance and routine inspections in accordance with a prepared plan.	X	
3.10	Lighting—Future maintenance to assess potential galvanic corrosion of tunnel fixtures where the aluminum housings are in contact with the stainless steel hardware. Repair tunnel lighting fixture #8 rubber gasket damage.	X	
3.11	Implement routine maintenance to all tunnel systems. Regular cleaning of tunnel luminaires and CCTV camera system would provide improved performance.		X

18.1.718.1.6 Project Limits for O&M Work to Existing Facilities during Construction

Developer shall prepare and submit Project Limits drawings for the O&M Work to Existing Facilities as consistent with the Developer's Final Design as part of the MMP. The Project Limits drawings shall be consistent with the principles and extents shown in the Reference Documents.

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 and preliminary MMP contained in Exhibit 2 to the Agreement (Developer’s Proposal Commitments). 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 for Existing Facilities is performed in accordance with the Contract Documents including ensuring proper training of all maintenance personnel and resources available for conducting the ~~O&M Services~~ 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-~~24~~.

Table 18-~~24~~ MMP Parts and Submittal Requirements

Part of MMP	First Submittal to LA DOTD	Updates	Conditions
O&M Work for Existing Facilities	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 Services <u>O&M Work</u> after Service-Commencement <u>Partial Acceptance</u>	No later than 180 Days prior to anticipated Service-Commencement <u>Partial Acceptance</u> .	No later than 120 Days before each anniversary of Service-Commencement <u>Partial Acceptance</u> .	Approval by LA DOTD shall be a condition to Service-Commencement <u>Partial Acceptance</u> .

18.2.2 MMP General Requirements

The MMP for O&M Work to Existing Facilities 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 Services~~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 Services~~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) ensuring that the Final Design is consistent with the Rehabilitation Work Schedule;~~
- ~~C) causing the O&M Work to be performed in accordance with the Contract Documents;~~
- ~~D) causing all maintenance personnel and resources performing O&M Work to be available and properly trained;~~
- ~~E) the health and safety of personnel delivering the Maintenance Services and the general public affected by the Project; and~~
- ~~F) 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 ~~Design-Build~~ 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 to Existing Facilities

Developer's performance of the ~~Maintenance Services~~O&M Work shall be governed by the

Performance and Measurement Table that defines the Developer's required response times (Table 18-3) as may be updated in accordance with Section 18.3.4. The Performance and Measurement Table shows for each Element:

a performance objective;
the Defect Remedy Periods for each category of Defect;
inspection and measurement methods;
measurement records; and
targets.

For each measurement record Developer is required to achieve or exceed the stated Target, otherwise a Defect exists that shall be remedied or repaired as further described in this Section 18.

Table 18-3 Performance and Measurement Table for O&M Work to Existing Facilities

#	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: • graffiti • undesirable vegetation • debris and excessive bird	24 hrs	7 days	6 months	Performance Requirement achieved and conditions no worse than established in BECR

#	Element	Performance Requirement	Defect Remedy Period			Target
		<u>droppings</u> • <u>blocked drains, weep pipes manholes and chambers</u> • <u>scour damage</u> • <u>impact damage</u>				
3.2	Existing Lift Bridge Structure components	i) <u>Joints are free of:</u> • <u>dirt debris and vegetation</u> • <u>defects in drainage systems</u> • <u>loose nuts and bolts</u> ii) <u>The deck drainage system is free of debris and operates as intended.</u> iii) <u>Parapets are free of:</u> • <u>loose nuts or bolts</u> • <u>graffiti</u> • <u>vegetation</u> • <u>accident damage</u> iv) <u>Bearings and bearing shelves are clean.</u> v) <u>Sliding and roller surfaces are clean and greased to ensure satisfactory performance.</u>	24 hrs	7 days	6 months	Performance Requirement achieved and conditions no worse than established in BECR
3.3	Existing Lift bridge mechanical and electrical components	<u>Lift bridge mechanical and electrical components are operating correctly</u>	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	<u>Existing Tunnel is maintained in a safe and satisfactory condition</u>	24 hrs	7 days	1 month	<u>All structural, mechanical and electrical components are in a condition no worse than established in the BECR.</u>
4 Pavement Markings and Delineators						
4.1	Pavement markings	<u>Pavement markings are clean and visible during day and night and are correctly placed</u>	24 hrs	7 days	6 months	<u>Pavement marking visibility and condition exceeds the condition established in the BECR</u>
4.2	Delineators and reflective markers	<u>Delineators and markers are visible, of the correct type.</u>	24 hrs	7 days	6 months	<u>Delineator and marker condition and presence exceeds condition established in BECR</u>
5 Guardrails, safety barriers and impact attenuators						
5.1	Guardrails and safety barriers	<u>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.</u>	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	<u>All impact attenuators appropriately placed and correctly installed</u>	24 hrs	7 days	6 months	<u>Impact attenuators meet performance requirement</u>

#	Element	Performance Requirement	Defect Remedy Period			Target
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 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	7 days	6 months	Performance Requirement achieved and condition and percent in working order of roadway lighting at least 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	24 hrs	7 days	6 months	Performance Requirement achieved

#	Element	Performance Requirement	Defect Remedy Period			Target
		from the roadway and shoulders.				
11 Snow and Ice						
11.1	<u>Snow and Ice</u>	<u>Maintain travel way free from snow and ice</u>	<u>2 hrs</u>	<u>N/A</u>	<u>N/A</u>	<u>Performance Requirement achieved</u>
12 Incident Response						
12.1	<u>Response to Incidents</u>	<u>Monitor the Project and respond to Incidents in accordance with the Maintenance Management Plan (MMP).</u>	<u>1 hr</u>	<u>N/A</u>	<u>N/A</u>	<u>Performance Requirement achieved</u>
12.2	<u>Response to Hazardous Spills</u>	<u>Monitor the Project and respond to Incidents involving Hazardous Materials in accordance with the Maintenance Management Plan (MMP).</u>	<u>1 hr</u>	<u>N/A</u>	<u>N/A</u>	<u>Performance Requirement achieved</u>
12.2	<u>Response to Structural Damage</u>	<u>Evaluate structural damage to structures and liaise with emergency services to ensure safe working environment while clearing the incident</u>	<u>1 hr</u>	<u>N/A</u>	<u>N/A</u>	<u>Performance Requirement achieved</u>
13 Customer Response						
13.1	<u>Response to Inquiries</u>	<u>Timely and effective response to customer inquiries and complaints.</u>	<u>48 hrs</u>	<u>N/A</u>	<u>N/A</u>	<u>Performance Requirement Achieved</u>
14 Sweeping and Cleaning						
14.1	<u>Sweeping</u>	<u>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.</u>	<u>24 hours</u>	<u>14 days</u>	<u>N/A</u>	<u>Performance Requirement Achieved</u>
14.2	<u>Litter Removal</u>	<u>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.</u>	<u>24 hours</u>	<u>14 days</u>	<u>N/A</u>	<u>Performance Requirement Achieved</u>

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). ~~Where multiple instances of Defects arise from the failure to achieve a given Target (for example simultaneous failure to repair damaged guardrail in multiple locations), a separate Defect shall be recorded for each Performance Section within which the Target is not achieved.~~

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.

18.3.3 Baseline Inspections and ~~Performance and Measurement Table~~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).

~~Developer shall submit to LA DOTD for approval the proposed scope of Baseline Inspections, the methodology proposed for the inspections and/or tests. Performance of inspections shall be in accordance with Attachment 18-3 (Baseline Inspection Requirements).~~

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 ~~shown in Attachment 18-3 (Baseline Inspection Requirements)~~ of the Existing Facilities.

~~A) B) The BECR shall include the status of all Defects.~~

~~B) C) Each photographic record and /or measurement shall be associated with a location accurate to the nearest 10 feet.~~

~~C) 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.~~

~~D) Where the condition of an Element varies within a Performance Section, the BECR shall include sufficient records to demonstrate the range of conditions and a reference condition for the Element shall be recorded for each Performance Section.~~

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, ~~including main lanes, ramps, and frontage roads, undertaken using automated condition survey equipment. The results of the BECR shall be used to establish the maintenance condition to be achieved for the Existing Facilities.~~

18.3.3.3 — Use of BECR to Establish Performance and Measurement Table Targets

~~The results of the BECR shall be used to establish the Targets to be achieved in Attachment 18-1 (Baseline Performance and Measurement Table for Existing Facilities) as demonstrated in the following example. Referring to Element Ref. 1.7 “edge drop-off,” the performance objective is that “all roadways shall be free from edge drop-offs exceeding the reference condition (on a location-specific basis) in the BECR”. The Target for measurement record 1.7.1 requires that~~

~~“100% of edge drop offs as measured shall be less than or equal to the reference condition in the BECR.” If within a given Performance Section the maximum edge drop off recorded in the BECR is 2.7” and an edge drop off of 3.0” is measured within the same Performance Section after commencement of construction, the Target would not be achieved, resulting in a Defect. If a Category 2 Defect, this would trigger a 28-day permanent repair period. If a Category 1 Defect this would trigger a 24-hour hazard mitigation period and a 28-day permanent remedy period.~~

~~LA DOTD will not require performance of an Element during the Construction Period to exceed the performance required for the same Element after Final Acceptance. For example, if within a given Performance Section the maximum edge drop off recorded within the BECR is 1.0 inch, and an edge drop off of 1.5 inches is recorded within the same Performance Section after commencement of construction, it would not be a Defect, because the requirement after Final Acceptance is: “No edge drop off greater than 2.0 inches. However, if the edge drop off recorded within the same Performance Section after commencement of construction is 2.5 inches, it would be a Defect, triggering the permanent repair, hazard mitigation, and permanent remedy periods described in the preceding paragraph.~~

18.3.3.418.3.3.3 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 Attachment Table 18-15 (~~Baseline~~ Performance and Measurement Table for O&M Work to Existing Facilities).

18.3.4 Updates of Baseline Performance and Measurement Table During Construction

~~Developer shall propose changes to the Performance and Measurement Table for LA DOTD approval. Developer shall propose for LA DOTD’s approval such amendments to the “Inspection and Measurement Method” and “Measurement Record” as are necessary to cause these to comply with Good Industry Practice and this Section 18. LA DOTD may, at any time, require Developer to adopt amendments to the columns with the headings “Measurement Record” and “Inspection and Measurement Method” in Attachment 18-1 (Baseline Performance and Measurement Table or Existing Facilities) where such updates are required to comply with Good Industry Practice and this Section 18. Developer shall propose for LA DOTD’s approval any amendments to the “Inspection and Measurement Method” and “Measurement Record” as are necessary to cause these to comply with Good Industry Practice and these Design-Build Specifications. LA DOTD 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 maintenance that would have been achieved through Developer’s compliance with~~

~~the original “Inspection and Measurement Method,” “Measurement Record,” and Target.~~

~~18.3.5~~ **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.

~~18.3.6~~ **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 During Construction for O&M Work to Existing Facilities;

- 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 to Existing Facilities~~During Construction~~; 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 to Existing Facilities~~During Construction~~.

~~In performing inspections to identify Category 1 Defects 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” in the Baseline Performance and Measurement Table During Construction.~~

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.

~~Developer shall submit to LA DOTD non-conformance reports within seven Days of issuance and shall notify LA DOTD of Nonconforming Work within two Days of discovering the Nonconforming Work. LA DOTD will issue a non-conformance report if LA DOTD discovers any Nonconforming Work. Developer’s responsibility to correct Nonconforming Work is set forth in the Design-Build Agreement.~~

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 ~~C~~control ~~S~~section and ~~L~~log ~~M~~mile ~~S~~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, ~~including main lanes, ramps, and frontage roads, undertaken using automated condition survey equipment to measure all necessary criteria including: ruts, skid resistance and ride quality according to the “Inspection and Measurement Method” set forth in the Performance and Measurement Table.~~
- 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;
- ~~F)G)~~ Developer response time; and
- ~~G)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

~~As part of the MMP for O&M Work, Developer shall prepare and implement an Incident and Emergency Management Plan (IEMP).~~

~~Where an Incident or Emergency has an effect on the operation of the Project, Developer shall clear obstructions and repair damage to the Project under the supervision of the relevant Emergency Services if necessary, such that the Project is returned to normal operating standards and safe conditions as quickly as possible. Adhere to the IMP requirements in Section 19.10.5~~

~~Where liquid or soluble material spills are involved, Developer shall take all necessary measures to minimize pollution of watercourses or groundwater. Where structural damage to structures is suspected, Developer shall cause that a suitably qualified bridge engineer or specialist inspector is available to evaluate the structure and to advise on temporary repairs and shoring needed to provide safe clearance of the Incident or Emergency. Where such an Incident or Emergency involves a personal injury, Developer shall not remove any vehicle or other item that may assist a potential investigation by Emergency Services until authorized to do so by such agency or agencies.~~

18.6.2 Snow and Ice Control

~~Adhere to the requirements in Section 19.10.7. Developer shall report to LA DOTD information on weather related events which may cause unsafe driving conditions such as ice, sleet, snow, floods or high winds and shall use available resources to maintain the roadway in as safe a condition as possible during winter events.~~

~~Developer shall maintain the travel way free of snow and ice in compliance with the Performance Requirements and shall implement the requirements of the Snow and Ice Control Plan (SICP). The presence or forecast of snow or ice 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).~~

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 (SWEP).

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 ~~TRM~~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 ~~Warranty-Term~~General Warranty Period shall be kept and provided to LA DOTD at the end of the ~~Warranty-Term~~General Warranty Period.

Unless otherwise directed by LA DOTD, record retention shall comply with the requirements of the ~~Louisiana State Records Retention Policy~~LA DOTD Administrative Records Retention Schedule.

18.6.5 Safety

Developer shall establish and implement safety and health procedures for O&M Work in ~~compliance with Section 19.6.6 of the Technical Provisions and in~~ accordance with the Maintenance Safety Plan.

18.6.6 Communication

~~Developer shall establish and implement communication procedures for O&M Work in compliance with Section 18, "Maintenance of Traffic" and Section 3, "Public Information and Communications."~~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 ~~Section 19.6.7 of the Technical Provisions and in accordance 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 4.4 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 ~~18~~7, "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 18-54: Submittals to LA DOTD

Submittals	Submittal Schedule	Department Action	Reference Section
Maintenance Management Plan (MMP)	<u>Prior to commencement of construction</u> After NTP	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 ~~SERVICE COMMENCEMENT~~PARTIAL ACCEPTANCE

19.1 General Requirements

19.1.1 O&M ~~Services~~Work Transition

Developer shall perform O&M ~~Services~~Work after ~~Service Commencement~~Partial Acceptance for all Elements within the Project Limits. Developer shall establish and maintain an organization that effectively manages all O&M ~~Services~~Work in a manner set forth in the approved Maintenance Management Plan (MMP). A summary of the Developer's O&M responsibilities is provided on Table 19-1. Developer shall ensure smooth transition from O&M Work for the Existing Facilities to O&M ~~Services~~Work after ~~Service Commencement~~Partial Acceptance.

Table 19-1: Summary of O&M Requirements

	O&M Work for Existing Facilities (Section 18 of the Technical Provisions)	O&M Services <u>Work</u> after Service Commencement <u>Partial Acceptance</u> (this Section 19 of the Technical Provisions)
New Bridge and all other roadway and facilities within the Project Limits	Not Applicable.	Commences at Service Commencement <u>Partial Acceptance</u> and continues until the expiry of the Term.
Existing Judge Perez Bridge	Full O&M Services <u>Work</u> with traffic starts at commencement of C construction and proceeds until Service Commencement <u>Partial Acceptance</u> at which time the Developer is responsible to maintain the existing facilities without traffic until demolition or decommissioning.	Not Applicable.
Existing Belle Chasse Tunnel		Not Applicable.
Other Existing Facilities within the Project Limits	Full O&M Services <u>Work</u> with traffic starts at commencement of C construction and proceeds until Service Commencement <u>Partial Acceptance</u> at which time the provisions of Section 19 apply to all O&M Services <u>Work</u> .	Not Applicable.

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 Services 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 Services Work.
- b) All O&M Records shall be available for inspection at this location.
- c) Shall be located no more than 5 minutes' travel time 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

The Project Limits shall be as initially shown in Table 19-2. Developer shall prepare Final Project

Limits drawings identifying Project Limits for Existing Facilities and Project Limits after ~~Service-Commencement~~Partial Acceptance consistent with the requirements in Table 19-2 and Developer's Final Design. Updated Project Limits drawings shall be submitted for LA DOTD's Approval as part of the applicable MMP.

Table 19-2: Project Limits

	O&M Services <u>Work</u> for Existing Facilities	O&M After Service-Commencement <u>Partial Acceptance</u>
Roadway Section	All areas consistent with the principles and extents identified in Attachment 19-2 (Project Limits) for the Existing Facilities <u>Developer's Project Limits for O&M Work to Existing Facilities During Construction sketch submitted as part of the MMP.</u>	<u>All areas consistent with the principles and extents identified in in the Developer's Project Limits for O&M Work to Existing Facilities During Construction sketch except the LA DOTD will determine and maintain signal timing at Engineer's Road.</u> All areas consistent with the principles and extents identified in Attachment 19-2 (Project Limits) for O&M Services after Service-Commencement.

Developer shall be responsible for all O&M ~~Services~~Work within these Project Limits including Incident response.

19.3 Scope of O&M ~~Services~~Work After ~~Service-Commencement~~Partial Acceptance

O&M ~~Services~~Work shall include all Elements within the Project Limits as indicated on Table 19-3, including: Routine Maintenance, Rehabilitation Work and ~~O~~operational ~~S~~services.

Table 19-3 O&M ~~Services~~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	

Element Category	Element (Note 1)
6) Traffic Signs	
6.1	Non-gantry mounted signs
6.2	Gantry-mounted overhead signs
7) Traffic Signals	
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 Services 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 "~~R~~esponse to ~~D~~efects"; "~~I~~nspection and ~~M~~measurement ~~M~~ethod"; "~~M~~measurement ~~R~~ecord and "~~T~~arget" 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 ~~I~~nspection and ~~M~~measurement ~~M~~ethod or ~~M~~measurement ~~R~~ecord 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 Services Work that would have been achieved through Developer's compliance with the original ~~i~~nspection and ~~M~~measurement ~~M~~ethod, ~~M~~measurement ~~C~~riteria and ~~T~~arget.

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 Services 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 TTarget 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 ~~Services~~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 ServicesWork, 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 ServicesWork.

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 ServicesWork Schedule

Developer shall submit for LA DOTD review and comment an O&M ServicesWork Schedule. The O&M ServicesWork 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 ServicesWork. The O&M ServicesWork 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 ServicesWork 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 ServicesWork Schedule shall be submitted for LA DOTD’s Approval and shall include a revised O&M ServicesWork Schedule for the upcoming year or, if Developer considers that no change is required, the then-existing O&M ServicesWork Schedule, accompanied by a written statement that Developer intends to continue in effect the then-existing O&M ServicesWork Schedule without revision for the upcoming year (in either case, referred to as the “updated O&M ServicesWork Schedule”).

Developer shall make revisions to the O&M ServicesWork 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 ServicesWork Schedule shall show the revisions, if any, to the prior

O&M ServicesWork 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 ServicesWork 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 ServicesWork to achieve all requirements of the Contract Documents. ~~Unless otherwise agreed by LA DOTD, the MMP shall be consistent with the maintenance approach and preliminary MMP contained in Exhibit 2 to the Agreement (Developer's Proposal Commitments).~~ The MMP shall include all aspects of the O&M ServicesWork including Routine Maintenance, Rehabilitation Work and ~~O~~perational ~~S~~ervices.

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 ServicesWork is performed in accordance with the Contract Documents including ensuring proper training of all maintenance personnel and resources available for conducting the O&M ServicesWork. The O&M Manager shall be responsible for the health and safety of personnel delivering the O&M ServicesWork 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 for Existing Facilities	No later than 90 Days prior to commencement of C onstruction.	When required to conform with Good Industry Practice.	Approval by LA DOTD shall be a condition to commencement of C onstruction.
O&M <u>ServicesWork</u> after Service-CommencementPartial Acceptance	No later than 180 Days prior to anticipated Service-CommencementPartial Acceptance .	No later than 120 Days before each anniversary of Service-CommencementPartial Acceptance .	Approval by LA DOTD shall be a condition to Service-CommencementPartial Acceptance .

19.6.2 MMP General Requirements

The MMP for O&M ServicesWork after ~~Service-CommencementPartial 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 ServicesWork, 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 ServicesWork including the Maintenance Management System (MMS).

19.6.3 O&M ServicesWork Deliverable Schedule

Developer shall include an O&M ServicesWork Deliverable Schedule with the applicable part of the MMP.

The O&M ServicesWork Deliverable Schedule shall include all principal Submittals in connection with O&M ServicesWork, 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 ServicesWork Deliverable Schedule and shall develop the WBS with clearly identifiable linkage to the Schedule activities.

The O&M ServicesWork 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-workO&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-workO&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 Mmonthly Rreport. Each O&M-workO&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-workO&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 ServicesWork 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 ServicesWork in a format compatible with Reference MarkerControl 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 ScheduleLouisiana State Records Retention Schedule.

O&M Records (including records of inspections) shall be kept for the duration of Developer's responsibility for applicable O&M ServicesWork and shall be provided to LA DOTD at the expiry

or earlier termination of the applicable O&M ServicesWork 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 ServicesWork 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 ServicesWork 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 ServicesWork 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 ServicesWork and the general public affected by the Project during the ~~O&M work~~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 ServicesWork, whether on or adjacent to the Project.

An O&M ServicesWork safety manager shall be assigned to the project. This position will not be considered Key Personnel. The O&M ServicesWork safety manager shall be responsible for carrying out the Developer’s safety plan and all safety-related activities related to the O&M ServicesWork, 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 ServicesWork 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 ~~Services~~Work, whether encountered at or brought onto the Project ~~s~~Site by the Developer, encountered or brought onto the Project site by a third party, or otherwise, during the O&M ~~Services~~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 ~~S~~safety ~~D~~data ~~S~~heets (SDS), per OSHA requirements, for all chemicals used on the Project for the ~~Maintenance Term~~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;

~~C~~)~~D~~) Procedures for mitigation of known contaminated sites anticipated to impact construction

~~D~~)~~E~~) Procedures for mitigation of ~~unanticipated~~ contaminated sites during the O&M ~~Service~~term of the Agreement;

~~E~~)~~F~~) Procedures for developing a detailed Spill Response Plan for the ~~term of the Agreement~~Maintenance Term;

~~F~~)~~G~~) Processes for training personnel for responding to and mitigating Incidents involving contamination or waste;

~~G~~)~~H~~) Provisions for appropriate storage and disposal of all waste encountered or disposed of on the Project for the ~~term of the Agreement~~Maintenance Term;

~~H~~) Provisions for a Hazardous Materials training module; ~~and~~

~~I~~) Procedures for preparing an Investigative Work Plan (IWP) and Site Investigative Report (SIR) in the event that ~~Hazardous M~~environmentally sensitive materials are discovered during the O&M ~~Work~~Services.

~~I~~)~~J~~) Identification and contact information for designated responsible individuals.

The HM/WMP shall include provisions for making all workers ~~in connection with the O&M~~

~~Services aware of and able to recognize~~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 ~~O&M Services~~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 ~~O&M Services~~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 ~~O&M Services~~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 Plan

~~As part of the MMP, Developer shall prepare an Environmental Compliance and Mitigation Plan (ECMP) to document and fully detail compliance strategies and procedures to be employed in accordance with the requirements of applicable Environmental Laws and Environmental Approvals in connection with the O&M Services. The ECMP shall provide, at a minimum:-~~

- ~~A) Procedures for maintaining the environmental commitments required to verify that any discharge from the Project into a sewer system or other outfall complies with appropriate codes and standards of the sewer owner or other Governmental Entity;~~
- ~~B) Procedures for providing all other environmental monitoring within the Project area and submitting all necessary environmental documentation and monitoring reports to the appropriate Governmental Entities and, when applicable, to LA DOTD, to the extent necessary to maintain compliance with applicable Environmental Approvals; and~~
- ~~C) Procedures for training personnel to avoid or take appropriate action to minimize environmental impacts caused by conducting O&M Services.~~

Developer shall meet the environmental requirements of Section 4 of the Technical Provisions ~~throughout~~during the performance of Rehabilitation Work~~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 ~~Service Commencement~~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 ServicesWork 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 ServicesWork 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 of Existing Facilities During Construction 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 ServicesWork 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 ServicesWork 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 ServicesWork QMP shall contain processes and procedures to validate the completeness and accuracy of data, reports, and other information in connection with the O&M ServicesWork, 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 ServicesWork.

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 ServicesWork QMP Requirements

The O&M ServicesWork 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 ServicesWork 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 ServicesWork QMP are implemented and followed by Developer and subcontractors in the performance of the O&M ServicesWork.

19.8 Maintenance Transition Plan

No later than 60 days prior to the expiry of the Term or any parts of the O&M ServicesWork 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 ServicesWork.

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 ServicesWork shall be handed over to LA DOTD.

Developer shall coordinate with LA DOTD to achieve a smooth transition of O&M ServicesWork 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 ServicesWork and shall show all such inspections within the O&M ServicesWork 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 ~~of road pavements and structures~~ 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 ~~Services~~ 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- annually .

* 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 Services 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 ~~O~~perational ~~S~~ervices which are part of the O&M ~~Services~~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 ~~R~~elated ~~T~~ransportation ~~F~~acilities;
- 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 ServicesWork, 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 ServicesWork.

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 ~~R~~elated ~~T~~ransportation ~~F~~acilities and applicable Governmental Entities. The IMP shall be updated as necessary to include procedures and protocols for addressing Incidents and Emergencies after ~~Service Commencement~~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.
- G)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

<u>Permit Type Classification</u>	<u>Permit Vehicles Allowed Prior to Partial Acceptance</u>	<u>Permitting Responsibility After to Partial Acceptance</u>
<u>Overload - Annual</u>	<u>Yes</u>	<u>Yes</u>
<u>Overload – Single-Trip</u>	<u>Yes</u>	<u>Yes</u>
<u>Superload</u>	<u>No</u>	<u>Yes</u>

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.

~~Developer shall be responsible for analyzing overweight load permit applications from the Louisiana Office of Motor Vehicles (LA OMV). Notification of an overweight load permit application will come from and response shall be returned to LA OMV. Developer shall respond to each overweight load permit request within 7 days. Permit analysis shall be performed according to the AASHTO Manual for Bridge Evaluation.~~

19.11 Traffic Control for O&M ~~Services~~Work

Traffic control for O&M ~~Services~~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~~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 ~~Service Commencement~~Partial 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 ~~Maintenance~~Routine Maintenance or Rehabilitation Work when it was originally scheduled.
- D) Summary of the maintenance activities performed for the month beyond the Planned ~~Maintenance~~Routine Maintenance and Rehabilitation Work, such as unplanned maintenance and repairs.
- E) Detailed results of all Planned ~~Maintenance~~Routine Maintenance and Rehabilitation Work and other maintenance work that was performed during the month.

- F) Summary of Planned ~~Maintenance~~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 ~~Services~~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 ~~Maintenance~~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 ~~Services~~Work. This annual report shall include the following elements:

- A) A description of the O&M ~~Services~~Work performed versus the planned goals established in the MMP, as well as ~~corrective action~~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-~~67~~
- B) For the Roadway Section as shown on Table 19-~~78~~

For any Element of the Project for which a “Required Final Residual Life” is not specified in Table 19-~~67~~ or Table 19-~~78~~, 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 19-67 and 19-78 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 eEngineering 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 be in accordance with the Durability Plan. Inspections~~ shall include, at a minimum, the identification and measurement of delamination 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. ~~Groundwater level monitoring at locations defined in the Residual Life Methodology shall be required to provide assurance of a 10 year Residual Life for groundwater interceptor drains.~~ 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 ~~Services~~Work Schedule for Handback Requirements

The O&M ~~Services~~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 19-67 New Belle Chasse Bridge Residual Life at Handback (Years)

Ref.	Element	Residual Life at Handback (years)
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Ref.	Element	Residual Life at Handback (years)
1	Structures	
	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	

Ref.	Element	Residual Life at Handback (years)
	Roadside traffic signs	5

Table 19-78 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 ~~guidance~~ documents:

~~A) Louisiana Guidebook for Pedestrian Planning;~~

~~B) Louisiana Pedestrian & Streetscape Guide;~~

~~C) A) ADA Standards for Accessible Design;~~

~~B) Applicable portions of LA DOTD's Design Policy Manual;~~

~~D) C) AASHTO's Bicycle and Pedestrian Design Guidelines; and~~

~~E) D) FHWA's Highway Design Handbook for Older Drivers and Pedestrians; and~~

~~AASHTO's Bicycle and Pedestrian Design Guidelines.~~

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 ~~Volume 3 Manual~~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.

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 ~~Service Commencement~~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-~~b~~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-~~b~~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 – ~~INFORMATION TO BE PROVIDED FOR FINAL RFP~~

Other Reference Documents

- A) Subsurface Utility Exploration Findings – ~~INFORMATION TO BE PROVIDED FOR FINAL RFP~~
- B) Soil Borings and Geotechnical Testing Report - INFORMATION TO BE PROVIDED

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FOR FINAL RFP

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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**Belle Chasse Bridge & Tunnel Replacement
State Project No. H.004791
Plaquemines Parish**

**Construction Quality Assurance Program
(CQAP)
for LA DOTD
Design-Build Program**

~~Draft July 2018~~



Revision to the Construction Quality Assurance Program Manual (CQAP) for LA DOTD Design-Build Projects (December 2016)

The following is an overview of the major changes:

- There will no longer be a Construction Quality Assurance Firm (CQAF) nor a Construction Quality Assurance Manager (CQAM).
- The Design Builder will now be required to have a Construction Quality Control Firm (CQCF), a Construction Quality Control Manager (CQCM), who will be an employee or subconsultant of the CQCF, and an Independent Engineering Testing Laboratory for Quality Control.
- The Independent Engineering Testing Laboratory for Quality Control will also be a sub consultant of the CQCF. Neither the CQCF, CQCM or Independent Engineering Testing Laboratory will be affiliated or owned by the Design-Builder.
- The CQCF will perform QC inspection and QC sampling and testing for the Design Builder.
- Both the CQCM and OVF will identify and document Non-Conformance work/materials.
- The Owners Verification Firm (OVF) will perform Quality Acceptance Inspection and verification sampling and testing.
- The Design Builder's CQCF QC test results and OV test results will be used for mathematical validation and material quality acceptance. Test results that validate will be used for Quality Acceptance.
- The Owner Verification Manager, (OVM) will perform Engineering Judgements.
- The LA DOTD's CQAP Documentation database will now consist of LA DOTD ProjectWise; LA DOTD Site Manager; LA DOTD Site Manager-Materials; LA DOTD LAPAVE and AASHTOWare Project-Civil Rights and Labor and Certified Payrolls.
- Table 4.2 Schedule of Allowable Deviation Values between split samples has been revised including making concrete cylinders for PCCP pavement split samples in lieu of coring.
- Table B.1: Acceptance Variance of QC and OV Means for Quarterly Validation has been revised including adding compressive strengths for PCCP cylinders.
- Appendix F-1: Minimum OVF Item Inspection Checklists has been added.
- Appendix G: Required Minimum Sampling and Testing has been revised to reflect that QC will be used for both QC/QA. QC sampling and testing rates are now the same sampling and testing rates for QA in previous CQAP Manuals.

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SECTION 1 - INTRODUCTION

1.1 General

The Construction Quality Assurance Program (CQAP) for Design-Build Projects established by the Louisiana Department of Transportation and Development (LA DOTD) ensures that materials and workmanship incorporated into the highway construction project are in reasonable conformance with the accepted plans and specifications, including any accepted changes. Prior to the commencement of any construction activities, the Design-Builder shall develop and implement a Construction Quality Management Plan (CQMP) for all phases of construction.

This program is developed based on CFR Title 23 637.207(b) and Federal Highway Administration (FHWA) Technical Advisory T6120.3, which are available at the following links:

23 CFR 637.207(b) –

<https://www.fhwa.dot.gov/legisregs/directives/fapg/cfr0637b.htm>

TA 6120.3 – <https://www.fhwa.dot.gov/construction/t61203.cfm>

The purpose of this program is to provide statewide consistency and a programmatic approach to quality assurance for design-build projects where the Design Builder's CQCF test results are used in the acceptance of the materials and Work in conjunction with the OVF test results. It clarifies federal requirements relating to quality assurance and mathematical analysis procedures.

Acronyms and definitions for terms used in the CQAP are provided in Appendix A Acronyms and Definitions.

1.2 Roles and Responsibilities under the Construction Quality Assurance Program (CQAP)

The Construction Quality Assurance Program (CQAP) consists of a Quality Control (QC) Program, an Acceptance Program (CQCF and OVF) and an Independent Assurance (IA) Program. Additional elements of CQAP are Dispute Resolution, Personnel Qualification, and Laboratory Accreditation/Qualification. The CQAP's components and the roles and relationships between the parties are shown in Figure 1.1.

Unlike Design Bid Build Projects, the Quality Assurance responsibilities are as follows:

- Quality Control testing is performed by the Design Builder's CQCF. When accepted, QC test results will be utilized for Quality Acceptance.
- Acceptance verification testing and inspection is performed by the LA DOTD or its representative.
- Independent Assurance testing is performed by the LA DOTD laboratory.

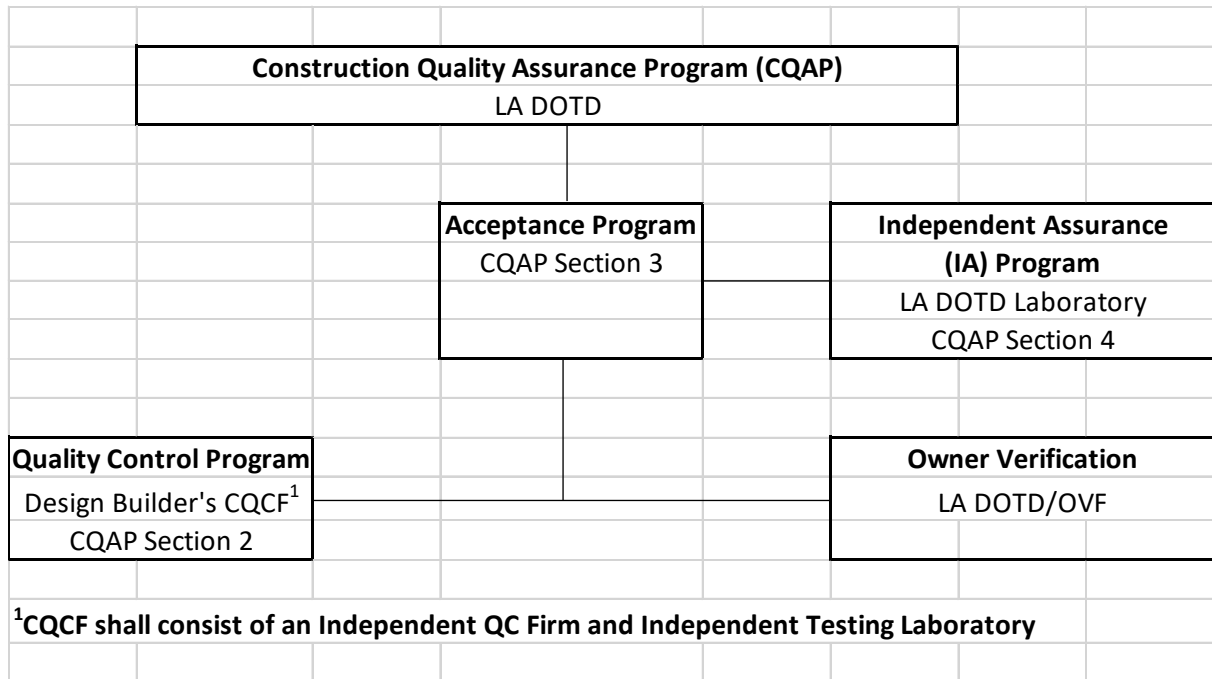


Figure 1.1 – Components and Relationship in the Construction Quality Assurance Plan (CQAP)

1.2.1 Quality Control

The Design-Builder is responsible for the Quality Control (QC) Program. The QC Program consist of internal procedures used by the Design Builder's Construction Quality Control Firm (CQCF) that will ensure that the materials and the Work is delivered in accordance with the released for construction plans, accepted shop drawings, working drawings, specifications and accepted Change Orders. The Design-Builder's QC is one of the critical elements of the CQAP and as such it comprises an important aspect of LA DOTD's determination of the quality of the product as specified in the contract requirements.

1.2.2 Quality Acceptance

The Design - Builder's Construction Quality Control Firm (CQCF) is responsible for the Quality Control (QC) testing. The CQCF provides the frontline material acceptance sampling and testing of the Work. The CQAP's Acceptance Program allows for the use of Design-Builder's CQCF performed Quality Control (QC) test results as part of the acceptance decision by LA DOTD. LA DOTD may use Design- Builder's CQCF performed QC test results for acceptance when they are mathematically validated and/or verified by the Owner Verification test results. Owner Verification tests (OV) and Quality Control tests (QC) together are the basis for the acceptance decision by LA DOTD.

1.2.3 Construction Quality Management Plan

The Design-Builder shall develop a Construction Quality Management Plan (CQMP) to include Quality Control (CQCF) procedures addressing the requirements of this CQAP and the Contract.

1.2.4 Owner Verification Testing and Inspection Plan

LA DOTD or its representative (Owner Verification Firm) will develop an Owner Verification Testing and Inspection Plan (OVTIP) addressing the requirements of this CQAP and the contract. The Owner Verification Firm (OVF) is responsible for all construction inspection and material acceptance validation/verification sampling and testing.

1.2.5 Independent Assurance Program

The Independent Assurance (IA) Program will be implemented by the LA DOTD District Laboratories. The IA Program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

1.3 Construction Quality Management Plan (CQMP)

The Design-Builder's Construction Quality Management Plan (CQMP) will be a living stand-alone document describing how the Design-Builder will comply with the obligations outlined in this document and the Contract Documents. The CQMP will be revised throughout the project for corrections, omissions and any changes at the discretion of the LA DOTD or its representative. The CQMP shall consist of both the Design-Builder's Quality Control (QC), through the CQCF and Quality Acceptance (QA) responsibilities with respect to performance of the Work. Requirements for the QC portion of the CQMP are described in Section 2 – Quality Control Program. Requirements for the QA portion of the CQMP are described in Section 3 – Acceptance Program. The CQMP shall establish a clear distinction for QC activities and the personnel performing QC functions. The CQMP shall be developed by the Design-Builder as described in the contract documents in coordination with the Construction Quality Control Firm. The CQMP shall present information clearly and concisely. Where procedures are requested, the expectations are to provide the actual procedures to be used with appropriate hold points. Hold points should include cursory inspection at the beginning of a major construction item so that all will develop an understanding of what will be considered acceptable to the CQCM and to the OVM.

The components and the relationships between the parties and functions responsible for the CQMP are shown in Figure 1.2. See Contract DB Sections 112 & 113 for additional details of the CQMP. Failure by the Design-Builder to follow the CQMP will result in suspension of work activity, which is noncompliant with the CQMP, by the Construction Quality Control Firm (CQCF), Owner Verification Firm (OVF), or LA DOTD.

1.3.1 CQMP Review and Acceptance Process

Within 30 calendar days of the execution of the contract, or soon thereafter at a time agreed to by the DOTD Project Manager, the Design-Builder shall schedule a CQMP Workshop to clarify any questions on the CQAP requirements, roles, and responsibilities with LA DOTD's and FHWA's personnel. The QM, CQCM and the Construction Quality Control Firm (CQCF) shall participate in the workshop. The LA DOTD and Design- Builder will jointly develop the agenda for the workshop. The intent of the workshop is to provide early guidance to the Design-Builder when developing the CQMP and reduce the need for lengthy review cycles.

A draft CQMP shall be submitted no later than 60 days prior to construction. Thirty (30) days before construction may begin, the Design-Builder shall obtain acceptance of the CQMP from LA DOTD, and provide a copy to FHWA.

Updates and changes submitted by the Design-Builder or recommended by OVR following initial acceptance of the CQMP shall be accepted by LA DOTD before its implementation. Any modifications to the accepted CQMP will be performed via addenda.

1.3.2 CQMP Format Requirements

The Design-Builder shall submit a CQMP following the organization and format requirements in this Section. Failure to submit the CQMP as described in this Section and that of the contract documents will result in rejection of the CQMP.

- A. The CQMP shall include numbered sections and subsections.
- B. The CQMP shall number each page in each section consecutively (i.e., 1-1, 1-2, 2- 1, 2-2).
- C. The CQMP shall be organized in accordance with Sections 2.3 including all Subsections. All requirements shall be addressed under the pertinent Sections and Subsections.
- D. During CQMP development and review phase, the Design-Builder shall submit a revised CQMP and a copy of the revised CQMP with “track-changes”.

1.4 Owner Verification Testing and Inspection Plan (OVTIP)

LA DOTD's Owner Verification Testing and Inspection Plan (OVTIP) shall describe LA DOTD's commitments to perform owner verification (OV) of the Design-Builder's CQCF (QC) testing. The OVF will perform all construction inspection for quality acceptance. Requirements for the OVTIP are described in Section 3 – Acceptance Program and must be completed prior to beginning of construction of permanent work or incorporation of permanent materials.

1.4.1 OVTIP Format Requirements

The Owner Verification (OVF) Firm shall submit an OVTIP following the organization and format requirements in this Section. Failure to submit the OVTIP as described in this Section will result in rejection of the OVTIP.

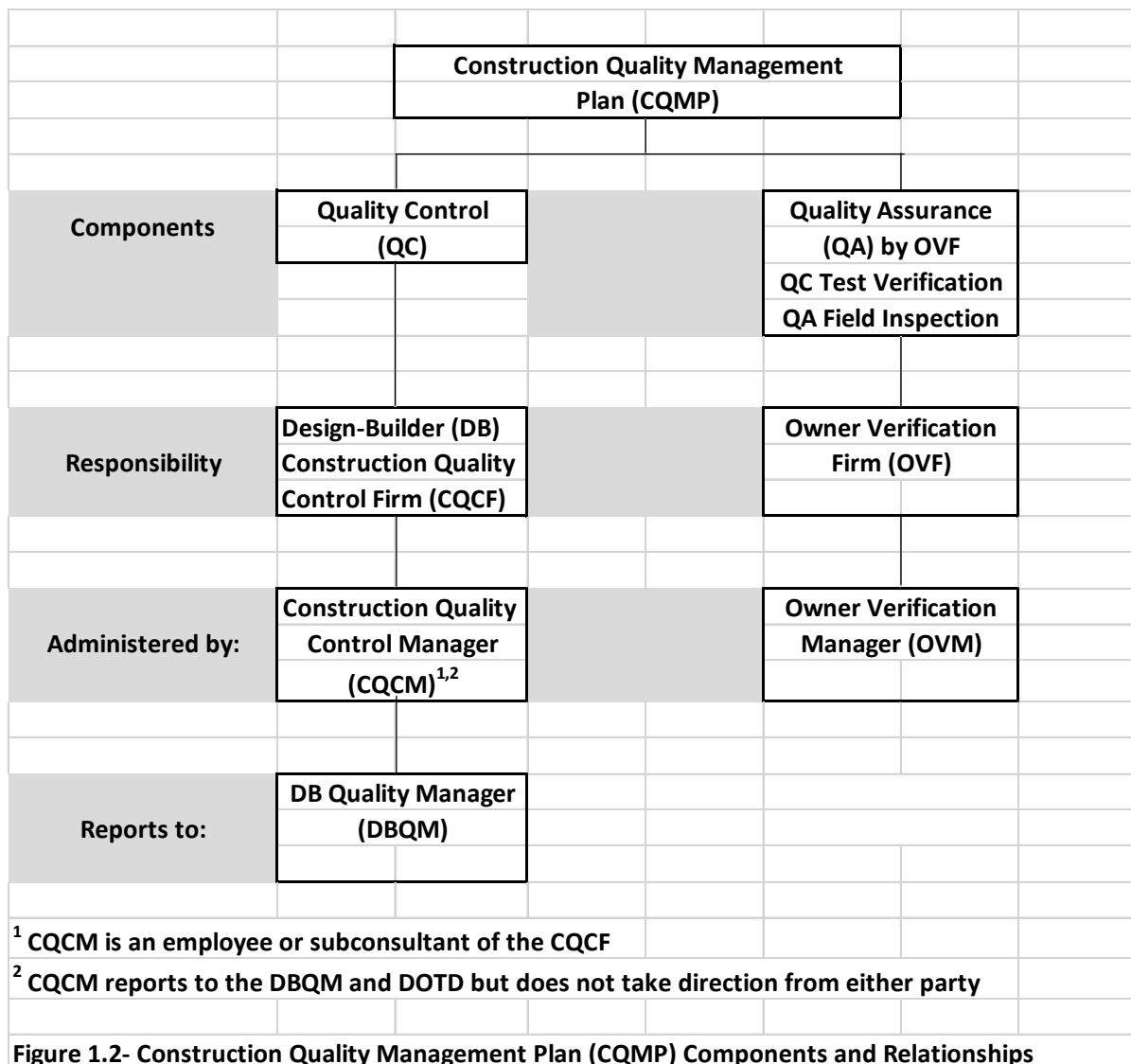
- A. The OVTIP shall include numbered sections and subsections.
- B. The OVTIP shall number each page in each section consecutively (i.e., 1-1, 1-2, 2- 1, 2-2).
- C. The OVTIP shall be organized in accordance with Sections 3.6 including all Subsections. All requirements shall be addressed under the pertinent Sections and Subsections.
- D. During OVTIP development and review phase, the OVF shall submit a revised OVTIP and a copy of the revised OVTIP with “track-changes”.

1.5 Conflict of Interest

To avoid an appearance of a conflict of interest, any independent qualified laboratory shall perform only one of the following types of testing on the same project:

- A. Quality control testing;
- B. Quality acceptance testing;
- C. Owner verification testing*;
- D. Independent assurance testing*; or
- E. Referee testing*.

* LA DOTD may perform OV, IA, and referee testing as long as separate equipment and personnel are performing tests unless variance has been approved per Section 4 – Independent Assurance (IA) Program.



SECTION 2 - QUALITY CONTROL (QC) PROGRAM

2.1 General

The Design-Builder is responsible for the quality of material and of the Work. Project quality is the responsibility of all the workers involved with the Work, guided by the Design-Builder's Construction Quality Management Plan (CQMP). Design-Builder's Quality Control (QC) portion of the CQMP shall include the internal procedures used by the Design-Builder to ensure that the Work is delivered in accordance with the released for construction plans, accepted shop drawings, working drawings, specifications and accepted change orders. This involves the active participation of the entire work force in working to achieve "quality" initially and to minimize/eliminate re-work.

The Design-Builder's QC is the first single most critical element of Construction Quality Assurance Program (CQAP). As such, it comprises an important aspect of LA DOTD's determination as the first line of defense in the quality of the product as specified in the contract requirements and specifications. The Design-Builder's CQCF shall perform the QC activities outlined in the accepted CQMP.

In addition, LA DOTD or its designated representative (OVF) may observe any sampling and testing activities performed by the Design-Builder's CQCF staff. If any deviation is observed from the specified sampling or testing procedures, LA DOTD or its designated representative (OVF) will verbally describe the observed deviation immediately to the QC representative on site and inform within one working day to the Design-Builder's CQCM, followed by a written Non-Conformance Report (NCR) covering the deviation as necessary to the Design-Builder's CQCM and the Design-Builder's Quality Manager.

2.2 Design-Builder's Quality Control (QC) Requirements

The Design-Builder's CQCF shall establish a systematic approach to define the processes, methods, procedures, and documentation for delivery of Quality Control (QC) on the Project. These methods and procedures all clearly define the authority and responsibility for the administration of the Design-Builder's QC plan as outlined in the accepted CQMP.

2.2.1 Staffing

Design-Builder's CQCF shall assign an on-site Construction Quality Control Manager (CQCM) who shall be responsible for management of the quality control and the acceptance aspect of the CQMP. The CQCM shall attend all pre-activity meetings, shall be on the jobsite during the startup of all activities, and always available on the project site upon four (4) hours' notice at all other times to administer the CQMP, unless otherwise accepted by the LA DOTD within the CQMP. **The CQCM shall be a Louisiana-licensed Professional Engineer and shall be an employee or subconsultant of the CQCF.** The CQCM shall report directly to the Design-Builder's Quality Manager and simultaneously to the LA DOTD. The CQCM shall not report to any person or party directly responsible for design or construction production.

The size of the CQCF's Quality Control staff shall reflect the volume of Quality Control activities necessary for the Work in progress and shall be maintained in accordance with the accepted CQMP. Testers and samplers will be allowed 90 working days from execution of the Contract to obtain the certifications. The CQCF must maintain a list of construction QC staff that indicates what test certifications each person currently holds.

The CQCM shall not be involved with scheduling or production activities and shall report directly to the Design-Builder's Quality Manager. The CQCM shall ensure that the methods and procedures contained in the accepted CQMP are implemented and followed by the Design- Builder, Subcontractors, Fabricators, Suppliers, and Vendors both on-site and off-site in the performance of the Work.

Design-Builder's and Subcontractors' construction work force are all considered to be members of Design-Builder's quality control staff as each and every one is responsible for the quality of the Work. Personnel responsible for performing the quality control inspection shall be knowledgeable and trained to perform their quality control duties and given the authority over the project foremen when quality is in question.

2.2.2 Sampling, Testing, and QC Inspection

Personnel performing quality control sampling, testing, and inspection shall be knowledgeable in the testing methods and procedures. QC testing and inspection shall ensure quality has been incorporated into all elements of work by the Construction Quality Control Firm (CQCF). The OVF will perform all construction inspection for quality acceptance.

QC sampling and testing of all materials must be performed during the production or manufacturing processes so that only materials meeting the specification are supplied for ultimate incorporation into the Work. Testing frequency must follow the accepted frequencies on the CQMP. Additional testing may be required to ensure quality is met. Actual sampling and testing frequencies that vary from those in Appendix G – Required Minimum Sampling and Testing must be identified for each test. If the Design Builder's Quality Control Firm (CQCF) opts to use a lesser frequency than that stated herein, the Design-Builder must get the approval of the LA DOTD for their proposed frequency. If chosen frequency results in repetitive failures of QC testing, then the OVF reserves the right to increase the Design-Builder's QC sampling and testing frequency. QC Material sampling/testing staff shall be provided under the direction of the CQCM to perform material sampling/testing of all Work performed and materials incorporated into the Project by any member of the Design-Builder's group.

The QC staff shall be employees of the CQCF and shall be certified in the applicable inspection and material sampling and testing procedures. The QC staff shall be experienced in highway inspection and material testing. The OVF will be performing field inspection for quality acceptance. The QC staff will be performing sampling and testing in accordance with Appendix G. The training and experience of the QC staff shall be commensurate with the scope, complexity, and nature of the activity to be tested. Qualifications shall include appropriate LA DOTD certifications for testing and inspection listed in Appendix C. Documentation of the training and certification shall be maintained by the CQCF and available for review and audit.

The CQCF's staffing requirements shall be updated as necessary throughout the term of the Work to reflect changes in the actual construction schedule. Design-Builder shall ensure that adequate CQCF staff is available and that CQMP activities are undertaken in a manner consistent with the Project Schedule and in a manner that will enable the Design-Builder to achieve the Final Acceptance deadline.

2.2.3 Continuous Quality Improvement Requirements

The QC program should be sufficient in scope to prevent non-conformant work by those performing acceptance inspection and testing. Repeated observations of QC quality shortfalls shall be considered a breakdown of the QC program and shall be cause for stopping production and required corrective action prior to commencement of work areas affected. Corrective action may include the addition of new QC procedures, revision to existing QC procedures, re-training of QC personnel, removal and replacement of QC personnel, or other such actions which will restore the effectiveness of the QC program.

2.2.4 Quality Control Facilities and Equipment

Certification must also be obtained for AASHTO and ASTM test methods that are modified or referenced by Louisiana test methods. Unless otherwise accepted by LA DOTD, the laboratory shall be located on site or within thirty (30) miles of the Project. The field laboratory should be on site or within a mile.

2.2.5 Reporting, Record Keeping, and Documentation

Design-Builder's CQCF shall maintain construction workmanship and materials quality records of all inspections and tests performed per the accepted CQMP. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken. These records shall cover both conforming and defective or deficient features and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract Documents. These records shall be available for review and audit to LADOTD/OVF.

2.2.6 Notifications

The Design-Builder and CQCF shall, on a weekly basis, provide the LA DOTD with a three-week look-ahead schedule of planned activities (including pre-construction activities such as pit/source samples, plant activities, etc.) to include all anticipated material quantities for sampling, testing, and IA preparations. The three week look a-head schedule shall include the CPM activity number. The Design-Builder and CQCF shall also, on a daily basis, communicate changes to the scheduled work, for each current day to the LA DOTD/OVF, and shall notify the OVF, and LA DOTD when materials are ready for sampling and testing.

2.3 CQMP's Quality Control Structure and Documentation Requirements

Design-Builder's CQMP's Quality Control Section is typically comprised of various components and shall clearly address, at the minimum, how the Design-Builder's CQCF QC staff will address the requirements set in this Section. The CQMP shall address Quality Control requirements clearly and concisely. Where procedures are requested, the expectations are to provide the actual procedures to be used. The procedure shall describe who, how and when, including hold points. The components of the CQMP's QC Section are summarized in Table 2.1.

The CQMP must include all applicable materials such as: Hot Mix Asphalt, Portland Cement Concrete (Structural), Earthwork, Cementitious Materials, Timber, Steel and Miscellaneous Metals, Galvanized Metal Products, Prestressed and/or Precast Concrete Products, and Drainage Products. For all applicable materials included in the Contract, a QC Plan must be prepared in accordance with the requirements of this Section. This includes all fabricated materials in which LADOTD or its representative may perform the QA inspection.

Steel and Miscellaneous Metal products, including aluminum, are defined as the metal components of bridges, including pedestrian and moveable bridges, overhead and cantilevered sign supports, ladders and platforms, bearings, end wall grates, roadway gratings, drainage items, expansion joints, roadway decking, shear connectors, handrails, galvanized products, fencing, guardrail, light poles, high mast light poles, standard mast arm assemblies and Monotube assemblies, stay in-place forms, casing pipe, strain poles, fasteners, connectors, and other hardware.

Table 2.1: Components of the CQMP's Quality Control Section

CQMP's Quality Control Sections	CQAP's Reference
General	Section 2.3.1
Personnel	Section 2.3.2
Raw Materials	Section 2.3.3
Production Equipment	Section 2.3.4
Plant Requirements	Section 2.3.5
Final Manufactured Product - Plant Operations	Section 2.3.6
Final Manufactured Product - Field Operations	Section 2.3.7
Testing Laboratories	Section 2.3.8
Miscellaneous	Section 2.3.9
Document Control	Section 2.3.10

2.3.1 General

Address the following under this Section:

- A. Introduction: The Design-Builder shall provide a brief description of the systematic approach in which they plan to deliver the QC program on the Project.
- B. Parties Involved: Provide a description of the Contractors and Subcontractors, including Suppliers and Fabricators, participating in the delivery of the project. Include a description of the extent of involvement in the project for each party.
- C. Communication and Enforcement of QC Responsibilities among all Parties Involved: Provide a plan for communicating the Quality Control responsibilities included in the accepted CQMP to all the Design-Builder's and Subcontractors' construction work force performing work on the project. Identify procedures to ensure adherence with the CQMP by members of the Design-Builder's and Subcontractors' construction work force. Provide means to ensure that repeated discoveries of Nonconformance are addressed and remedial actions are taken during the duration of the project.

2.3.2 Personnel

Address the following under this Section:

- A. Qualifications: Submit a copy of all QC Inspectors and Technicians including those with LA DOTD Inspector/Technician certifications and the experience/knowledge/skill level of each staff member. Include employed and subcontracted technicians. Include procedures to ensure that education, training, and Qualification of personnel performing CQMP activities are achieved and maintained and that all work is performed in accordance with the approved designs, plans, and specifications. This list is to be update yearly when the CQMP is reviewed and revisions made.
- B. Level of Responsibility: Identify the primary contact to the LA DOTD. Identify roles and responsibilities of various positions involved in the QC process, including an organizational chart and period of time that the QC staff members will be present on the site. Provide contact information for each employee.

2.3.3 Raw Materials

For each individual material, address:

- A. Source: Identify the sources of raw materials. Provide locations and plant or mine numbers when applicable. Pertaining to material pits, provide plat maps with each acre subdivided with established base line and corner markers.
- B. Approval: Describe methods of verifying compliance of Monthly Certification (see Appendix E) with the specifications. Provide procedures detailing sampling and testing of all materials during the production or manufacturing processes so that only materials meeting the specification are supplied for ultimate incorporation

into the Work at the frequency defined in Appendix G. Actual sampling and testing frequencies that vary from those in Appendix G must be identified for each test; if chosen frequency results in the failure of a QC test, then the OVF reserves the right to increase the QC sampling and testing frequency. Procedures to indicate, by the use of markings such as stamps, tags, labels, routing cards, or other suitable means, the status of inspections and tests (passing and failing) performed upon individual materials so that material is not used until test results have been reviewed and approved.

- C. Disposition of Failing Materials: Procedures to ensure that materials, equipment or elements of the work that do not conform to requirements of the applicable law, specification, or the design documents are not used or installed. These procedures shall include identification, isolation, disposition and notification to CQCF and OVF. Failing materials that remain incorporated thru use of an NCR or Engineering Judgement will be required to be entered into the Documentation Database.
- D. Storage Facilities for Raw Materials: Describe measures and methods, including bedding details for preventing ponding of water, segregation, contamination, and degradation. Describe methods of identifying individual materials. Where applicable, submit a site plan showing the locations of various materials. Provide procedures to control the handling, storage, shipping, cleaning, and preservation of materials and equipment to prevent damage or deterioration.

2.3.4 Production Equipment

Address the following under this Section:

- A. Certification of Equipment: If equipment that requires LA DOTD certification by specification and does not hold a current LA DOTD certification, provide procedures for certification of all profilographs, paving equipment, scales, meters, haul trucks, concrete trucks and all other equipment affecting quality including recertification schedules, dissemination of documentation and proposed checklists or forms to be used.

2.3.5 Plant Requirements

For each individual Fabrication or Production Plant that produces materials for the project (Concrete, Precast, HMA, Steel, Earthwork, drainage, etc.), address the following:

- A. Plant Identification: Provide the mailing address, physical address, telephone and fax numbers, E-mail address, primary contact at the plant, responsible person in charge, facility number provided by the LA DOTD, owner information and Vendor number, and other information as required.
- B. Process Control System: Describe the methods and measures established to ensure Contract compliance for the produced materials. These methods and measures will include, but are not limited to, equipment calibration, inspection schedule, sampling and testing, maintenance schedule, etc. Actual sampling and testing frequencies that vary from those in Appendix G must be identified for each test; if chosen frequency results in the failure of a QC test, then the OVF

reserves the right to increase the QC sampling and testing frequency. (This applies to materials in which LADOTD or its representative does not perform the QC.)

- C. Loading and Shipping Control: Describe QC's methods and measures for preventing segregation, contamination, and degradation during loading and shipping operations. Describe the methods established for materials to be in compliance with the specifications at the point of use. (Example 1: Explain how a concrete supplier will prevent segregation, contamination and degradation of concrete from the time of batching to the point of delivery at the project. Example 2: Explain how a precast plant will prevent damage of the precast element during loading at the plant and during shipping.)
- D. Types of Products Generated: Describe the products the plant is approved to produce under LA DOTD guidelines. Include any additional processes required to submit a mix, which has been designed by personnel holding the required certifications as specified in Appendix C, such as trial batches and Head of Hydration testing. Additionally, the designs shall be reviewed and signed by a Louisiana-Licensed Professional Engineer attesting that the design meets LA DOTD requirements, Project Special Provisions or Specifications, for the specified class or grade for which it was prepared. This does not apply to plants at which LADOTD or its representative is performing the QA inspection.
- E. Information on Producers on LA DOTD AML: Identify the Producers of materials that are on the LA DOTD Approved Materials List (AML). Include the LA DOTD's List and Producer number as part of the identification. Producer must provide a Certificate of Analysis of the material for acceptance on the project; if an analysis does not show that material meets or exceeds project specifications, then QC and OVF sampling and testing per Appendix G will be required if the D-B desires to use the material. Any material used based on a Certification of Analysis is subject to verification testing by LADOTD.
- F. Describing Documentation Procedure: Identify location and name of custodian of document storage to enable LA DOTD review. Include QC charts, qualification/accreditation records, inspection reports, and other pertinent/supporting documents.
- G. Mix Design Submittals: Submit procedures for developing all Portland cement concrete (CIP and Precast), soil-lime treatment, soil-cement treatment, and hot mix asphaltic concrete mix designs for submission to the CQCF for review and approval. The mix design shall be approved by a Louisiana Licensed Professional Engineer. Trial batches will be required for new mix designs. In lieu of trial batches, historical data may be submitted by the Design-Builder to the CQCF for acceptance of mix designs used elsewhere in the State. All trial batches are to be witnessed and verified by the CQCF.

2.3.6 Final Manufactured Product - Plant Operations

Once the Plant has manufactured the product for project use but prior to delivery to the project, address the following for each type of manufactured product:

- A. Inspection: Describe inspection schedule and methods for identifying defects and Nonconformance with the specifications. Describe corrective actions and methods to resolve them. Provide detailed inspection checklists for each activity of manufacturing including hold points. Describe sampling and testing of all materials during the production or manufacturing processes so that only materials meeting the specification are supplied for ultimate incorporation into the Work at the frequency defined in Appendix G.
- B. Storage: When storage of the produced materials is required and it is not defined in the Contract Documents, describe the methods and duration for storage. Include measures and methods for preventing segregation, contamination and degradation during storage. (Example: Explain how a precast element will be stored in the precast yard, such as dunnage, tie downs, stacking.)
- C. Disposition of Failing Materials: When not described in the specifications, describe the methods and measures for identifying and controlling the failing materials. Include preventive and corrective measures. Describe disposition of failing materials. Provide procedures to ensure that materials, equipment or elements of the Work that do not conform to requirements of the applicable law or the design documents are not used or installed. These procedures shall include identification, documentation, segregation, disposition and notification to LA DOTD and its representative and, if appropriate, Governmental Entities and other affected third parties, as well as procedures for LA DOTD to review Nonconforming work. Procedures are to ensure that condition adverse to quality such as failures, malfunctions, deficiencies, defective material and equipment; adverse weather conditions (hot, cold, rain, etc.), deviations and other Nonconforming Work are promptly identified and corrected. The procedures shall ensure that the cause of the condition is determined and all corrective action(s) taken shall be documented and reported in writing to LA DOTD/OVF and to appropriate levels of the Design-Builder's management to ensure corrective action is promptly taken.
- D. Identification and Control of Materials: Provide procedures to ensure that identification of an item is maintained by appropriate means, either on the item or on records traceable to the item, as necessary, throughout fabrication and delivery of the item. Procedures are to control the handling, storage, shipping, cleaning, and preservation of materials and equipment to prevent damage or deterioration.

2.3.7 Final Manufactured Product - Field Operations

Address the following for each manufactured product from delivery to placement, including verification of materials left in place:

- A. Receiving: Describe the method of delivery from the point of

production/storage to the point of placement. Provide procedures that transported material are inspected for damage caused during transporting. This inspection shall be performed at the time of delivery at the site and prior to incorporation of material in the project. Include measures taken to prevent damage. (Example 1: Describe the type of vehicle needed to haul a precast element, and any permits necessary to get the element to the project, include a work plan for placement. Example 2: Describe how plastic concrete will be delivered, including type of delivery truck, conveyors, concrete pumps, or buckets to be used to place concrete.)

- B. Identification and Control of Materials: Procedures to ensure that identification of an item is maintained by appropriate means, either on the item or on records traceable to the item, as necessary, throughout transportation, erection, installation, and use of the item. Describe sampling and testing of all materials during the placement so that only materials meeting the specification are used for incorporation into the Work at the frequency defined in Appendix G.
- C. Mix Design: Procedures to ensure that preparation of all mix designs mixed on site, such as soil-lime and soil-cement treatment are designed by personnel who hold the required certifications as specified in Appendix C. Additionally, the designs shall be reviewed and signed by a Louisiana-Licensed Professional Engineer attesting that the design meets LA DOTD requirements, Project Special Provisions or Specifications.
- D. Storage: When storage of the produced materials is required and it is not defined in the Contract Documents, describe the methods and duration for storage. Include measures and methods for preventing segregation, contamination and degradation during storage. (Example 1: Explain how delivered rebar will be stored prior to use to prevent contamination and degradation. Example 2: Explain how precast pile will be stored on site, dunnage placement, and stacking allowances.)
- E. Placement: Describe the methods and identify the type of equipment used in incorporation of the materials into the project. Include the following in procedures:
 - 1) Checking and verifying the accuracy and adequacy of construction stakes, lines, and grades established by the Design-Builder. As-built records for piling, deck grades, etc. is to be provided to QC and OV when requested.
 - 2) Inspecting, checking, and documenting the work. Inspection, examinations and measurements shall be performed for each operation of the work to assure quality and ensure that construction alignment and grades are in accordance with the Contract documents.
 - 3) All tools, gauges, instruments, and other measuring and testing devices used in activities affecting quality are properly maintained, controlled, calibrated, certified, and adjusted at specified period to maintain accuracy within industry standards.
 - 4) Ensure that elements of work are not started or continued without QC personnel on site for acceptance inspection and testing. Inspection, hold points and procedures to proceed beyond inspection or hold points shall be developed and identified.

- 5) Indicate, by the use of markings such as stamps, tags, labels, routing cards, or other suitable means, the status of inspections and tests performed (passing and failing) upon individual items of the work.
 - 6) Program to ensure performance of all testing required to demonstrate that all materials, equipment, and elements of Work will perform satisfactorily for the purpose intended and meet the standards specified in the Contract Documents. The program shall specify written test procedures which include provisions for ensuring that all prerequisites for the given test have been met and adequate test instrumentation is available and used. Actual sampling and testing frequencies that vary from those in Appendix G must be identified for each test; if chosen frequency results in the failure of a QC test, then the OVF reserves the right to increase the QC sampling and testing frequency.
- F. Disposition of Failing Materials: When not described in the specifications, describe the following:
- 1) Methods and measures for identifying and controlling the failing materials. Include preventive and corrective measures. Describe disposition of failing materials.
 - 2) Procedures to ensure that materials, equipment, or elements of the work that do not conform to requirements of the applicable law or the design documents are not used or installed. These procedures shall include identification, documentation, segregation, disposition, and notification to LA DOTD and, if appropriate, Governmental Entities and other affected third parties, as well as procedures for LA DOTD/OVF to review Nonconforming work.
 - 3) Procedures to ensure that those conditions adverse to quality such as failures, malfunctions, deficiencies, defective material and equipment, adverse weather conditions (hot, cold, rain, etc.), deviations and other causes are promptly identified and corrected. The procedures shall ensure that the cause of the condition is determined and corrective action taken shall be documented and reported in writing to LA DOTD/OVF and to appropriate levels of the Design-Builder's management to ensure corrective action is promptly taken.
- G. Documentation: Procedures to ensure that the Design-Builder, Suppliers, and Subcontractors designate individuals on each crew responsible for performing daily field inspections of their own work and for preparing a daily QC report to document the inspection performed and applicable Progress Check Point code. Report forms to be used by the responsible QC personnel shall be included in the Design-Builder's CQMP. All test results must be documented and reviewed by the CQCM to ensure test requirements have been met.

2.3.8 Testing Laboratories

Identify the laboratories performing testing. Ensure that the testing laboratories comply with the laboratory qualification requirements of Section 4.3 – Laboratory Qualifications.

2.3.9 Miscellaneous

Address the following under this Section:

- A. Request for Information: Procedures for processing a request for information to resolve discrepancies and/or questions in the plans and specifications so that all changes are documented and approved by the Design-Builder's design engineers and accepted by LA DOTD. RFI's are to be requested and accepted prior to performing the Work in question.
- B. Receipt and Issuance of Documents: Measures to control the receipt and issuance of documents, such as instructions, procedures, training manuals and drawings, including change thereto which prescribe activities affecting quality. These measures shall ensure that approved documents, including authorized changes thereto are reviewed for adequacy and approved for release by authorized personnel of the Design-Builder and are distributed to and used at the location where the prescribed activity is performed. Changes to documents shall be reviewed and approved by the same Design Engineer that stamped the original work drawings unless LA DOTD consents, in writing to another responsible Design Engineer. Requirements and methods for controlling documents (such as Certificates of Delivery (CD), mill certs, batch certifications, dailies, test results, etc.).
- C. Utility Coordination: Provide procedures, including coordinating with LA DOTD Districts, to ensure all operational permits are identified for coordination of all QC inspections and testing with Governmental Entities and Utility Owners.

2.3.10 Document Control

The Design Builder and CQCF shall utilize the LA DOTD's CQAP Documentation Database for submittal of all QC material sampling and testing required by Appendix G – Required Minimum Sampling and Testing. The LADOTD's CQAP documentation Database shall consist of the following:

- LADOTD Site Manager (OVF Daily Diaries, Change Orders & Traffic Control Inspections)
- LADOTD Site Manager- Materials (sampling and testing results)
- LADOTD ProjectWise (main depository for Design and Construction Documentation)
- LADOTD LAPAVE (mix design approval and recordation)
- AASHTOWare Project - Civil Rights and Labor (certified payrolls)

LADOTD Site Manager shall be utilized by the OVF to record the Design Builder's daily work activities. Traffic Control Inspection information shall be entered into Site Manager by the Design Builder.

Verification material samples shall be identified, tested and test results recorded by the OVF in LADOTD Site Manager-Materials. The OVF shall also enter QC test results from the CQCF into Site Manager-Materials. In addition, the Site Manager-Materials shall be utilized

by the OVF to perform required mathematical analyses.

LAPAVE shall be utilized for the tracking and acceptance of all mix designs for Structural Portland Cement Concrete, Portland Cement Concrete Pavement and Asphaltic Concrete Mixtures. The Design Builder will enter the mix design information into LAPAVE. After the mix design has been approved by the CQCF, OVF will review the information and the LADOTD District Lab Engineer will perform the final approval.

LADOTD ProjectWise shall be the master depository for the documentation control for the project for design drawings; audit results; Non-Conformance Reports (NCR's); personnel certifications; mix designs; OVF daily diaries; mathematical analyses; disposition of failing results and equipment calibration records.

AASHTOWare Project - Civil Rights and Labor (certified payrolls) information will be entered by the Design Builder and approved by OVF.

SECTION 3 - ACCEPTANCE PROGRAM

3.1 General

Under Design-Builder Performed Acceptance, both the Quality Control (QC) and Owner Verification (OV) testing make up the acceptance decision as part of the Acceptance Program. The Construction Quality Control Firm (CQCF) provides the frontline quality control testing. The Owner Verification Firm (OVF) will perform project field inspection for quality acceptance. Acceptance validation/verification of testing is performed by LA DOTD or its representative (Owner Verification Firm (OVF)).

The OVF will verify compliance of the Work with the released for construction plans, accepted shop drawings, working drawings, specifications and accepted Change Orders. The Construction QC Sampling and Testing shall meet the requirements in Appendix G– Required Minimum Sampling and Testing. The Construction QA Inspections will be performed by the OVF and must include the observations, measurements, and documentation specified in the Appendix F – Minimum OVF Construction Quality Acceptance Inspection.

LA DOTD's Owner Verification (OV) Program shall be documented in the Owner Verification Testing and Inspection Plan (OVTIP). The OVTIP shall include internal procedures used by LA DOTD or its representative (Owner Verification Firm (OVF)) to ensure that the Design- Builder's frontline Quality Control is performed in accordance with the accepted CQMP and to verify the Design-Builder's QC testing and inspection. The OV Sampling and Testing must meet the requirements in Appendix G – Required Minimum Sampling and Testing. In addition, the OV Inspections must also ensure the CQCF is meeting the QC testing requirements in Appendix G-Required Minimum Sampling and Testing.

3.2 Sampling and Testing

QC sampling and testing by the CQCF and verification of QC test results by the LADOTD or its representative (OVF) used in the acceptance decision.

References in the Contract to a Louisiana test method or test designation of the American Association of State Highway and Transportation Officials (AASHTO), The American Society for Testing and Materials (ASTM), or any other recognized national organization means the latest revision of that test method or specification for the work in effect on the Proposal due date.

3.2.1 Design-Builder's Requirements

The Design-Builder's CQCF shall perform Quality Control sampling and testing as defined by Appendix G – Required Minimum Sampling and Testing. Quality Control sampling and testing results conducted by the CQCF will be used for acceptance purposes, if validated by the OVF or LA DOTD. Materials which are monitored or pre-accepted by LA DOTD under the Approved Materials List (AML) are subject to QC and OV sampling and testing as part of Design-Builder performed acceptance, unless otherwise specified by this document.

The Design-Builder's CQCF must not be owned by or be an affiliate of the Design-Builder, any principal participant, or construction Subcontractor (see Design-Build Contract Sections 101 and 112). The Construction Quality Control Manager (CQCM) must be an employee or subconsultant of the CQCF. An independent testing laboratory will be part of the CQCF and not affiliated with the Design-Builder.

3.2.2 LA DOTD's Requirements

LA DOTD or its designated representative (OVF) will perform verification sampling and testing as part of this Construction Quality Assurance Program (CQAP). The purpose of the verification sampling and testing is to validate the quality of the product, including the sampling and testing performed by the CQCF, as part of the Quality Control Program. Only CQCF's test results that are verified by the OV program will be used in the acceptance decision. The OV will also perform construction inspection for quality acceptance and make Engineering Judgement Decisions.

In addition, LA DOTD or its designated representative (OVF) may observe any sampling and testing activities performed by the Design-Builder's CQCF. If any deviation is observed from the specified sampling or testing procedures, LA DOTD or its designated representative (OVF) will verbally describe the observed deviation immediately to the QC representative on site and inform within one working day to the Design-Builder's CQCM, followed by a written Non-Conformance Report (NCR) covering the deviation to the Design-Builder's Quality Manager (QM), and copy the Design-Builder PM, LADOTD PM, and D-B's CQCM.

3.2.3 Sample Types and Uses

Sampling is either random or fixed, depending on whether the location was selected randomly (random) or if a specific location was subjectively identified (fixed). Sampling is also either independent or dependent, based on whether the location was independently selected (independent) or whether is based on the location of another sample (dependent/split).

However, split samples may be used outside of the mathematical analysis for owner verification of Design-Builder's performed acceptance tests under LA DOTD's Owner Verification Program. A comparison process for performing and analyzing split samples between LA DOTD and the CQCF is necessary during the startup operation of the CQAP as described in Appendix B – OVF Levels for Material Testing and Validation. These samples will be analyzed by LA DOTD and the results discussed with the CQCF to assure laboratory and technician test results compare favorably. When the acceptable tolerance limits in Section 4 – Table 4.2 Schedule of Allowable Deviation Values between Split Samples are exceeded, corrective actions for either or both parties will be identified and corrective actions will be incorporated as appropriate. This process will help provide initial alignment of the LA DOTD and CQCF laboratories and testing procedures.

Split samples may also be performed throughout the life of the project as deemed necessary by either party to investigate non-validating material categories and verify or realign testing equipment and personnel.

3.2.4 Pre-stressed Plants Sampling and Testing Requirements

Within a Pre-stressed Plant, the LA DOTD Fabrication Unit, or its representative, will perform all QA and OV requirements. LA DOTD may require the OVF to perform material sampling and testing on behalf of LA DOTD. In the event that LA DOTD Fabrication Unit does not have personnel at the chosen pre-stress plant, the OVF will be responsible for providing acceptance and verification inspection respectively. The the OVF's staff performing fabrication inspection must meet the certification requirements in Appendix C - LA DOTD Inspector/Technician Certification.

3.2.5 LA DOTD's Turnaround Timeframe for Acceptance Testing

When LA DOTD performs sampling and testing for the Acceptance Program, the timeframe for turnaround is the same as those timeframes (typical handling time) listed in the latest LA DOTD Material Sampling Manual. When these timeframes do not coincide with the Design-Builder's schedule, the D-B at their option can elect to have the CQCF perform the test at no additional cost to LA DOTD.

3.2.6 Notification

The CQCF shall provide the OVF with sufficient notification prior to any hold point inspections, sampling, testing, source approvals, or plant inspections.

The OVF shall provide the LA DOTD District Laboratory the three (3) week look ahead provided by the Design-Builder at the weekly progress meetings when there are materials

being placed on the look-ahead that require IA testing. The OVF is responsible for coordination with the LA DOTD District Laboratory for IA testing a minimum of prior work day notification of anticipated testing requirement so the LA DOTD District can schedule accordingly.

3.2.7 Quantities and Testing Frequency

The CQCF shall continuously track and record the quantity (in the same units and lots/lift/zones/etc. as identified in Appendix G for testing frequency) of material incorporated into the Project. The CQCF shall generate a weekly report to ensure compliance with Appendix G

– Required Minimum Sampling and Testing. Manufacturers' warranties, guarantees, Certificate of Compliance, Certificate of Analysis, Certificate of Delivery, instruction sheets, parts list, and other materials that are furnished with articles or materials incorporated into the Work, shall be made available to LA DOTD with the weekly report.

At a minimum, the CQCF shall perform material sampling and testing at locations and frequency defined in Appendix G – Required Minimum Sampling and Testing. This minimum testing frequency must be met with random independent samples as defined in Section 3.2.3 – Sample Types and Uses. During the start-up of new categories of work or when there are any concerns over the quality of material, the CQCF and OVF shall conduct testing at the frequency required by Appendix B.

While the testing of random independent samples is required to meet the guide schedule testing requirements, the CQCF shall perform additional (fixed) tests when the quality of material is questionable at a location other than the randomly selected location. This fixed test shall constitute an acceptance test and a failing result shall be addressed in a similar manner to a failing random independent test. Fixed tests shall not count towards meeting minimum CQCF testing frequencies.

LA DOTD or their designated representative (OVF) will perform field inspection for quality acceptance and material verification sampling and testing. To verify QC test results, OV testing shall be performed at a frequency shown in Appendix G – Required Minimum Sampling and Testing. Split sample testing defined in Appendix D does not replace or relieve the requirements found in Section 4.0 – Independent Assurance Program. Frequency will be based on each job mix formula source or class of concrete.

3.3 Design-Builder's Quality Acceptance (QA) Requirements

QC test results that validate will be used for quality acceptance.

3.3.1 Reporting, Record Keeping, and Documentation

The Design-Builder shall document and maintain documentation showing how the CQCF has complied with the CQMP requirements in Section 2.3. – CQMP's Quality Control(QC) Structure and Documentation Requirements. defects found, causes for rejection, and remedial or corrective actions taken or proposed, weather conditions, asserted occurrences, events and conditions causing or threatening to cause any significant delay or disruption or interference with the progress or any or the work, significant injuries to person or property, a listing of each Progress Check Points (PCP) activity depicted on the current monthly plan updated which is being actively prosecuted, and traffic accidents in the project area as well as lane closures in effect at the time of the accident. The responsible inspector and supervisor shall sign the daily inspection reports.

The CQCF shall be responsible for entering Quality Control materials test data into the LA DOTD's CQAP Documentation Database. The responsible technician and his/her supervisor shall sign the daily test reports and the results of the daily tests shall be entered into the database and electronically signed within one working day of test completion. This electronic reporting is intended to allow the Design-Builder and LA DOTD/OVF to make timely and accurate decisions on workmanship and material quality issues.

The CQCF material test results shall be simultaneously transmitted to both LA DOTD/OVF and the Design-Builder. The Design-Builder shall not receive the CQCF material test results prior to LA DOTD/OVF.

The Design-Builder's Project Manager will provide information to the LA DOTD's representative to verify that PCP are met as per the Design-Builder's Schedule of PCPs. A monthly audit of PCPs will be performed and any required correction will be made to the subsequent progress payment. The LA DOTD's designated representative's review and audit will assure that the PCP achievement and correct quantities are shown. The documentation for payment of Change Orders must also contain sufficient information to satisfy an audit. Documents for the closure of each Change Order will be reviewed and included in the final payment. Additionally, in accordance with the Design-build Contract Sections 105 and 109, the LA DOTD's Project Manager will have the authority to suspend the work if at any time the Manager determines that the Design-Builder is not in conformance with the contract requirements.

- A. Engineering Judgment List: Engineering Judgements can be made on material test results that indicate reasonable conformance with specification requirements but did not meet the minimum specification requirements that may be adequate for their intended use. The OVM will exercise engineering judgement. There are two ways the OVM may exercise engineering judgement; pre-approval of common construction issues, or post approval through the NCR process.

For pre-approval, the Design-Builder must provide a proposed list of Engineering Judgments, including tolerances, remedial actions for LA DOTD, and frequency that would require stop work (i.e., concrete truck out of time by 'x' minutes but still workable, slump out of tolerance by 'x' inches, aggregate sieve out of specification by 'x'%, etc.). All proposed Engineering Judgments shall be stamped by the applicable Engineer of Record, or Materials Engineer, and approved by the Design-

Builder's Quality Manager prior to submitting to LA DOTD for acceptance. Once LA DOTD accepts the proposed list, the OVM may exercise pre-approved Engineering Judgments to accept such material(s) without requiring the NCR process. Each time a pre-approved Engineering Judgment is used, the OVM shall properly document each occurrence on the non-conformance log. Documentation shall include the location where the material is incorporated, the specification requirement, the recorded test value, and the pre-approved Engineering Judgment applied to allow use of that material. If the OVM does not choose to exercise any of the pre-approved Engineering Judgments or LA DOTD does not accept a proposed Engineering Judgment to accept material failing specifications, the material in question may still be accepted through the NCR process, brought into conformance with specifications, or removed from the project.

The availability of the pre-approved Engineering Judgment does not release the responsibility of the Design-Builder for the quality of the Work. Consistently failing the specification requirements and subsequent acceptance of the material with a pre-approved Engineering Judgment may require the development of an NCR. The OVF may initiate the NCR process to investigate the reasons of the QC failure and to bring the production process back under control.

Post approval thru the NCR process would follow Section 3.3.1.B, and the resolution would indicate that it would be included in the Engineering Judgement List. The resolution would need to satisfy all the requirements as the pre-approval (including tolerances, remedial actions for LA DOTD, and frequency that would require stop work).

- B. Non-Conformance Process: Materials that do not meet the minimum specification requirements are subject to the review, approval, and acceptance by the Design-Build Engineer with the appropriate discipline; however, LA DOTD has final acceptance decision on the incorporation of this material. The acceptance decision process has to be documented through the Non-Conformance Report (NCR) process.

The CQCM shall identify, document, and report to LA DOTD or their representative (OVF) all instances of Work (in accordance with APPENDIX G and project specifications) that have not been constructed with the strictest adherence to the accepted drawings and specifications and with the requirements of the Contract Documents, the Governmental Approvals, and applicable Law. This reporting shall be in the form of an NCR as described below and shall be submitted to the Design-Builders Quality Manager (QM) in writing within one working day of the Design-Builder obtaining knowledge of the same. The CQCM shall simultaneously copy each NCR to the LA DOTD Project Manager, the Design-Builder's Project Manager and the Owner Verification Manager.

The NCR shall clearly describe the element of Work that is non-conforming and the reason(s) for the Nonconformance (in accordance with APPENDIX G and project specifications). The D-B Quality Manager will be responsible for the NCR resolution review and development process.

An NCR issued for material or geotechnical reasons that does not meet minimum specification shall be evaluated as described above by a Qualified Engineer within

that discipline. If the reviewing engineer determines remedial actions are necessary, the proposed remedial action shall be documented and bear the stamp of the Registered Professional Engineer that made the review. It is understood that any design changes should be made by the designer who originally stamped the Ready for Construction drawings when possible. Justification must be provided if the Engineer of Record or the reviewing engineer determines that no remedial actions are required. The NCR will then be submitted by the Quality Manager to LA DOTD for review and final acceptance. The Design-Builder will be responsible for the cost of the remedial actions.

C. Monthly CQCM Material Certification: The Construction Quality Control Manager (CQCM) shall provide a monthly written material certification, delivered to LA DOTD Project Manager and the Design-Builder's Quality Manager with each payment request, indicating that the Construction Quality Management Plan (CQMP) and all of the measures and procedures provided therein are being fully complied with and are functioning properly (see Appendix E – Material Certification Format Example). The CQCF shall maintain and submit records monthly that include factual evidence that required activities and tests have been performed, including the following:

- (i) Nature of Nonconforming Work and causes for rejection;
- (ii) Proposed corrective action for Nonconforming Work;
- (iii) Corrective actions taken with respect to Nonconforming Work;
- (iv) Results of such corrective actions; and
- (v) Follow up to unresolved NCR's.

The monthly material certification must include a list of unresolved NCR's until they are completely closed out. The list must include a status of the NCRs and must include the PCP's affected by them.

At the completion of the Project, the Design-Builder shall submit with the final invoice a certificate of compliance signed by the Design-Builder's Project Manager and CQCM indicating that all material incorporated in the Project conform to Contract requirements with all exceptions listed and with disposition of all failing tests.

3.4 CQMP's Quality Acceptance (QA) Structure and Documentation Requirements

The CQMP shall address Quality Acceptance (QA) requirements clearly and concisely. Where procedures are requested, the expectations are to provide the actual procedures to be used including hold points. The components of the CQMP's QA Section will be incorporated into Section 2 as defined in Table 2.1. QC test results which validate will be utilized for quality acceptance.

3.5 LA DOTD's Owner Verification Requirements

LA DOTD has the final responsibility for verifying that the Project is designed and constructed in compliance with the Contract Documents. As such, LA DOTD or the Owner Verification Firm (OVF) will perform Owner Verification (OV) sampling, testing and inspection, and conduct audits to verify the Design-BUILDER's compliance with the accepted CQMP. **Owner Verification requirements as discussed in this Section are only applicable to LA DOTD and the OVF.**

LA DOTD has established a system for managing the materials acceptance and verification process. This system includes the performance and approval of OV tests at the stipulated test frequency, review of QC test results, performance of mathematical analysis on OV and QC test results, and any associated tasks arising out of the mathematical analysis.

Owner Verification laboratory shall meet the requirements described in Section 4.3 – Laboratory Qualifications.

3.5.1 Material Validation Reporting

The OVF shall submit quarterly reports to LA DOTD and FHWA to show compliance with the Construction Quality Assurance Program (CQAP) and the accepted Construction Quality Management Plan (CQMP). The report will be submitted three (3) weeks after the Design-BUILDER has provided all quarterly inspection and testing documentation. Accepted reports shall be distributed to the CQCF after receiving FHWA concurrence. The reporting period for specific pay items or materials is dependent on the pace of construction and the number of tests performed in each analysis category, the time period of the sampling, and the specification and quality requirements. Each report shall cover a period of construction not greater than three (3) months.

The Material Validation Report shall address the following areas:

1. Mathematical Validation Results, to include specification requirements and status of validation process during start-up and completion of an item;
2. Non-validation Investigation;
3. Nonconformance Log;
4. Engineering Judgment Log;
5. Monthly Construction Quality Control Manager (CQCM) Material Certification;
and
6. Visual inspection.

A. Mathematical Validation Results

The OV firm will perform a comparative analysis of the OV and QC data of Level 1 materials. The analysis will be used to determine if the QC data is mathematically validated. In addition, independent verification and observation verification will also be used to validate the QC test results. This type of analysis is described in Appendix B – OVF Levels for Material Testing Validation.

B. Non-Validation Investigation

If the OV test results do not validate the QC test results, the Design-Builder may proceed working at their own risk until an investigation shall be conducted to determine the reason for not verifying. Assuming that the analysis categories were established appropriately, other areas for investigation include data integrity and accuracy, testing equipment and procedures, sampling variability and material variability. Material quality when non-validation occurs is further discussed in Section 3.7 – Dispute Resolution. Results of the investigation should be reported for the non-validating categories.

C. Engineering Judgment Log

The OVM will perform pre-approved Engineering Judgments. A copy of the latest Engineering Judgment Log must be submitted as part of the OVF quarterly reports to LA DOTD and FHWA. This list includes each occurrence in which the Engineering Judgment has been applied, including the location where the material is incorporated, the specification requirement, the recorded test value, and the reference to the approved Engineering Judgment applied to allow the use of that material. In addition, a list of approved Engineering Judgments, including tolerances and remedial actions must be included.

D. Non-Conformance Process

Materials that do not meet the minimum specification requirements are subject to the review and approval by the Engineer with the appropriate discipline per section 108 App A of the Contract; however, LA DOTD has final acceptance decision on the incorporation of this material. The acceptance decision process has to be documented through the Non-Conformance Report (NCR) process.

In addition to the CQCF, the OVF may identify, document, and report to LA DOTD all instances of Work that have not been constructed with the strictest adherence to the accepted drawings and specifications and with the requirements of the Contract Documents, the Governmental Approvals and applicable Law.

This reporting shall be through the NCR process as described below and shall be submitted to the Design-Builder's Quality Manager (QM) in writing within one working day of the Design-Builder obtaining knowledge of the same. The OVF shall simultaneously copy each NCR to the LADOTD Project Manager, the Design-Builder's Project Manager and the CQCM.

The NCR shall clearly describe the element of Work that is non-conforming and the reason(s) for the Nonconformance. The D-B Quality Manager will be responsible for the NCR resolution review and development process. The QM will submit the NCR to the appropriate engineer who stamped and sealed the drawings for the Work the NCR represents. That design engineer shall evaluate the effect of the Nonconformance on the performance, safety, durability, and effect of the long-term maintenance of the project and the specific element affected.

An NCR issued for material or geotechnical reasons that do not meet minimum

specification shall be evaluated as described above by a Qualified Engineer within that discipline. If the reviewing engineer determines if remedial actions are necessary, the proposed remedial action shall be documented and bear the stamp of the Registered Professional Engineer that made the review. It is understood that any design changes should be made by the designer who originally stamped the Ready for Construction drawings when possible. Justification must be provided if the Engineer of Record or the reviewing engineer determines that no remedial actions are required. The NCR will then be submitted by the Quality Manager to LA DOTD for review and final acceptance.

Each NCR shall be numbered sequentially, given a brief description, a status and, if it is not closed, an expected date for closure. All NCRs must be closed with the stamp of the Design Firm's qualified engineer in charge or the responsible Registered Professional Engineer from the same firm assigned to replace the original one and LA DOTD approval.

The OVF will maintain the official NCR Log which will include NCRs issued by the CQCF and the OVF. A copy of the latest NCRs log must be submitted as part of the OVF quarterly reports to LA DOTD and FHWA.

E. Monthly CQCM Material Certification

Copies of the CQCM's monthly written material certification for the reporting period shall be provided as part of the quarterly reports to LA DOTD and FHWA. At the completion of the Project, a certificate of compliance must be included with the final copy of the Material Validation Report. The certificate of compliance must be signed by the Design-Builder's Project Manager and CQCM indicating that all material incorporated in the Project conform to Contract requirements with all exceptions listed.

3.6 Owner Verification Testing and Inspection Plan (OVTIP) Structure and Documentation Requirements

The OVTIP shall address the Owner Verification Firm (OVF) requirements as described in this Section. This plan shall establish the system for managing the materials acceptance process. This process shall include the performance and approval of Owner Verification (OV) tests at the stipulated test frequency, review of QC test results, performance of mathematical analysis on OV and QC test results, and any associated tasks arising out of the mathematical analysis. The OVTIP shall address Verification requirements clearly and concisely. Where procedures are requested, the expectations are to provide the actual procedures to be used. The components of the OVTIP Section are summarized in Table 3.2.

Table 3.2: Components of the OVTIP

OVTIP's Sections	COAP's Reference
General	Section 3.6.1
Personnel	Section 3.6.1
Mix Designs	Section 3.6.1
Field Operations	Section 3.6.1
Audits	Section 3.6.1
Coordination	Section 3.6.1

3.6.1 General

Address the following under this Section:

- A. Introduction: The OVF shall provide a brief description of the systematic approach in which it plans to deliver the OV responsibilities on the project.
- B. Parties Involved: Provide a description of the inspection firms, including testing laboratories and specialized inspection firms, participating in the delivery of the project. Include a description of the extent of involvement in the project for each party.
- C. Communication and Enforcement of Owner Verification Responsibilities among all Parties Involved: Provide a plan for communicating the OV responsibilities included in the approved OVTIP to all OVF's work force performing testing, sampling, and inspection on the project. Identify procedures to ensure adherence with the OVTIP by members of the OVF's work force. Provide means to ensure that repeated discoveries of Nonconformance are addressed and remedial actions are taken during the duration of the project.

3.6.2 Personnel

- A. Qualifications: Procedures to ensure that the education, training, and certification of personnel performing OV activities are achieved and maintained and that all Work is performed in accordance with the approved OVTIP.
 - 1) Provide copies of current certifications, a log for reference to each inspector, and plans for maintaining recertification.
- B. Level of Responsibility: Clearly define the authority and responsibility for the administration of the OVTIP.
 - 1) Define Inspector responsibilities and duties, including inspection, sampling, and testing on-site, at material sources and precast fabricators. Define what authority will be given to the inspectors. Establish who the inspectors report to. Provide documentation requirements for inspections, sampling and testing and the time frame the documentation must be completed.
 - 2) Define the Owner Verification Manager's (OVM) authority, responsibilities,

and duties (including field issues, Design-Builder payments, engineering judgments, NCRs, verification of testing results and disputes, etc.). Define the process of disseminating documentation to CQCF, Design-Builder and LA DOTD (such as NCRs).

- 3) Define the Assistant Owner Verification Manager's (AOVM) authority, responsibilities, and duties. Define who the AOVM reports to. Define flow of documentation that is conducted by the AOVM (such as NCRs).
- 4) Define any other positions held by OVF's staff as it relates to the project, such as admins to track sampling and testing results on the LA DOTD's CQAP Documentation Database, those creating the quarterly reports, maintenance of personnel and equipment certification dates.

3.6.3 Mix Designs

- A. Review and Acceptance: Procedures for reviewing PCC, soil-lime treatment, soil-cement treatment, and HMA concrete mix designs. The procedures shall include the process for documenting the acceptance of the mix designs through the LA DOTD's CQAP Documentation Database.

3.6.4 Field Operations

- A. Inspection: Provide detailed procedures for the overseeing, inspecting, sampling and testing of each work component identified by the contract (including on-site and off-site work, such as precast or steel fabrication).
 - 1) Include verification of compliance of work with the Design Builder's CQMP.
 - 2) Include acceptance inspection requirements included in Appendix F – Minimum CQCF Construction Quality Acceptance Inspection and Appendix F-1-Minimum OVF Item Inspection Checklists. Verify that the CQCF and D-B has performed work in compliance with the RFC plans, approved change orders, specifications, and approved working and shop drawings.. The procedure should identify a target inspection rate for performing inspections for all QA and oversight of CQCF staff.
 - 3) Include procedures for performing periodic inspection of all Work components at the time of placement or installation, including workmanship and quality of the finished product.
- B. Sampling and Testing: Procedures on how OV material sampling and testing will be performed including the process for generating random test locations, tracking material samples, processing material samples, review and approval of test records, and tracking compliance with material testing frequency.
 - 1) Provide random number generator for sample locations.

- 2) Provide a template for tracking material sampling and testing frequency.
 - 3) Provide a flow chart for review and acceptance of material testing, including non-validating samples.
 - 4) Provide procedures for ensuring the OV testing is performed at the frequencies required in the CQAP.
- C. Mathematical Analysis Requirements: Include procedures to communicate the material description and sub-description to ensure data integrity for accurate mathematical analysis. (It is critical that both the OV and QC enter sample data into the LA DOTD's CQAP Documentation Database under the exact same Section/Description/Sub-description for the database to calculate the analyses correctly).
- 1) Procedures to ensure that the continuous mathematical analysis is performed in accordance with the CQAP.
- D. Disposition of Failing Materials: Procedures to oversee the status and disposition of any identified noncompliance with the plans and specifications.
- 1) Include procedures for Nonconformance identified by CQCF and a procedure for Nonconformance identified by OVF.
 - 2) Include NCR Log template.
- E. Equipment Calibration: Measures to ensure that tools, gauges, instruments, and other measuring and testing devices used in activities affecting quality are properly maintained, controlled, calibrated, certified, and adjusted at specific periods to maintain accuracy within industry standards.
- 1) Include a log of all equipment, their last calibration date, and calibration expiration date, including certifications/calibrations for nuclear equipment.
- F. Engineering Judgement List: Procedures to Perform Engineering Judgements
(See Section 3.3.1.A and Section 3.5.1.C)

3.6.5 Audits

- A. Periodic Audits: Procedures for a system of planned and periodic audits.
- 1) Include audit of Design-Builder's procedures and processes to determine adherence to and the effectiveness of the CQMP QC Plan. Include reviewing of QC records and documentation.
 - 2) Include audit of CQCF procedures and processes to determine adherence to and the effectiveness of the CQMP QC Plan. Include reviewing QC records and documentation. Include observing and reviewing the CQCF's initial start- up testing operations and periodically during ongoing production operations verifying compliance with test procedures. Include procedures to verify that the CQCF testing is performed at the frequencies required

in the CQAP. Procedures for ensuring that only tests performed by qualified CQCF testing personnel are submitted to LA DOTD.

- 3) Include independent audit of OVF to determine adherence to and the effectiveness of the OVTIP.
- 4) Audit results shall be documented, reviewed, sent to LA DOTD and FHWA. Follow-up action, including re-audit of deficient areas following corrective action, shall be taken where indicated.

3.6.6 Coordination

- A. LA DOTD District Laboratory: Procedures for notifying the LA DOTD's District Laboratory when construction activities requiring IA sampling and testing will be in progress in accordance with Section 4 – Independent Assurance Program.
- B. Materials Laboratory: Procedures for coordinating with LA DOTD's Materials Laboratory, when construction activities requiring testing by the LA DOTD's Material Laboratory are performed. The procedure must include details of how the material samples will be handled by the OVF and transported to LA DOTD's Materials Laboratory.

3.7 Dispute Resolution

Through the life of the Project, there may be differences in material test results or mathematical sample populations between the Construction Quality Control Firm (CQCF) and the Owner Verification (OV) Firm. Due to the natural variability in construction materials testing and unavoidable biases in sampling and testing, these differences are often difficult to avoid. It is important to recognize the difference between material quality and mathematical validation.

Material quality is measured by whether a test passes or fails and is an indication of whether material will perform its intended purpose. Engineering judgment may be used to substantiate the use of material failing to meet the specification if the material still meets the intended purpose and does not affect the service life equivalent to design service life. Mathematical validation is a measure of whether the OV and Quality Control (QC) populations are mathematically equal. It does not represent the quality of material being incorporated into the Project. Table 3.3 includes a summary of the validation and material Quality Acceptance decision.

3.7.1 Non-Validation and Status of Material Quality

When OV test results do not mathematically validate the Quality Control(QC) test results as outlined in Section – 3.5.1.1 Mathematical Analysis Results, LA DOTD District Laboratory Engineer will investigate the source of non-validation. The OV Firm and CQCF will assist in the investigation. The LA DOTD District Laboratory Engineer, or an independent laboratory, will provide the LA DOTD Project Manager with a probable cause of the non-validation and a resolution recommendation. If the non-validation persists over two consecutive analyses as required in Appendix B, a NCR process shall

be issued by LA DOTD to formally document and seek resolution to the non-validation.

In addition to the need to investigate the non-validation, the material in question has to be immediately evaluated to determine if it can be left in place or has to be removed, reworked, or repaired. The material in question will be evaluated using the process described in this Section. The LA DOTD may exercise Engineering Judgment to determine that the material will perform its intended purpose. There are four possible combinations of passing and failing results between the QC and OV test results.

1. Both the QC and OV test results pass specification limits:

Although mathematical validation has not occurred, both the CQCF and OV Firm test results are passing the established specification limits. Thus, material quality in question is considered acceptable.

2. QC test results fail and OV test results pass specification limits, the acceptance of material is subject to one of the two scenarios below.

- a. CQCM may exercise accepted Engineering Judgment to accept the material if results from all other levels of related OV material testing, within the same lot and pass specification limits.

- b. For those materials not on the Accepted Engineering Judgment Log, the CQCF needs to provide OVF an explanation of error and/or proposed correction for acceptance of materials thru the NCR process.

3. Both the QC and OV test results fail the specification limits:

Material may be left in place if the LA DOTD determines that Engineering Judgment may be used to accept the material or if the material is accepted through the NCR process. Results from all other levels of related OV material testing, within the questionable area, will be included in Judgment decision. The acceptance of material is subject to one of the two scenarios below.

- a. OV test result indicates reasonable conformance with specification requirements for the lot in question, the CQCF shall provide to the OVF an explanation of error and/or proposed correction for acceptance of material thru the NCR process.
- b. OV test result and/or the results of other levels of related OV testing does not indicate reasonable conformance with specification requirement for the lot in question, the CQCF must perform additional testing within the lot in question to identify the problem area. Based on the results of CQCF testing, all local OV testing of related materials and subsequent investigation discussions between LA DOTD and the Design-Builder, a determination of the material disposition is made and documented through the NCR process.

4. QC test results pass but OV test results fail specification limits:

Material may be left in place if the LA DOTD determines that Engineering Judgment may be used to accept the material or if the material is accepted

through the NCR process. Results from all other levels of related OV material testing, within the questionable area, will be included in Judgment decision. This is subject to LA DOTD response in the two scenarios below.

- a. OV test result indicates reasonable conformance with specification requirements for the lot in question, the CQCF shall provide to the OVF an explanation of error and/or proposed correction for acceptance of material through the NCR process.
- b. OV test result and/or the results of other levels of related OV testing does not indicate reasonable conformance with specification requirement for the lot in question, the CQCF must perform additional testing within the lot in question to identify the problem area. Based on the results of CQCF testing, all local OV testing of related materials and subsequent investigation discussions between LA DOTD and the Design-Builder, a determination of the material disposition is made and documented through the NCR process.

3.7.2 Referee Testing

Disputes over specific test results may be resolved in a reliable, unbiased manner by referee testing and evaluation performed by a referee laboratory. The referee laboratory shall be the LA DOTD Materials and Testing Laboratory or a testing laboratory qualified according to Section 3.3.3 – Quality Acceptance Facilities and Equipment and accepted by LA DOTD. The decision by the referee laboratory shall be final and binding on both parties and not subject to dispute resolution under Design-Build Contract Section 107-28. The party whose sampling and testing results are not confirmed and/or supported by the referee laboratory will be responsible for payment for the referee services. If the Design-Builder is the unsuccessful party, the cost of the referee laboratory services will be deducted from payments otherwise due and the LA DOTD will make payment to the referee laboratory on behalf of the Design-Builder.

Table 3.3: Validation and Material Quality Acceptance Decision Matrix

	Material Quality		Mathematical Validation ^Δ
	CQCF	OV	
Material is considered mathematical validated and acceptable. No additional investigation needed.	Pass	Pass	Pass
Both the QC and OV test results pass specification limits: Although mathematical validation has not occurred, both the CQCF and OV Firm test results are passing the established specification limits. Thus, material quality in question is considered acceptable.	Pass	Pass	Fail*
QC test results fail and OV test results pass specification limits: The acceptance of material is subject to one of the two scenarios below: 1. OVM may exercise approved Engineering Judgment to accept the material if results from all other levels of related OV material testing, within the same lot, pass specification limits. 2. For those materials not on the Approved Engineering Judgment Log, the CQCF needs to provide OVF an explanation of error and/or proposed correction for acceptance of materials thru the NCR process.	Fail	Pass	Pass/Fail*
Both the QC and OV test results fail the specification limits*: The acceptance of material is subject to one of the two scenarios below: 1. OV test result indicates reasonable conformance with specification requirements for the lot in question, the CQCF shall provide to the OVF an explanation of error and/or proposed correction for acceptance of material thru the NCR process. 2. OV test result and/or the results of other levels of related OV testing does not indicate reasonable conformance with specification requirement for the lot in question, the CQCF must perform additional testing within the lot in question to identify the problem area. Based on the results of CQCF testing, all local OV testing of related materials and subsequent investigation discussions between LA DOTD and the Design-Builder, a determination of the material disposition is made and documented through the NCR process.	Fail	Fail	Pass/Fail*
QC test results pass but OV test results fail specification limits*: The acceptance of material is subject to one of the two scenarios below: 1. OV test result indicates reasonable conformance with specification requirements for the lot in question, the CQCF shall provide to the OVF an explanation of error and/or proposed correction for acceptance of material thru the NCR process. 2. OV test result and/or the results of other levels of related OV testing does not indicate reasonable conformance with specification requirement for the lot in question, the CQCF must perform additional testing within the lot in question to identify the problem area. Based on the results of CQCF testing, all local OV testing of related materials and subsequent investigation discussions between LA DOTD and the Design-Builder, a determination of the material disposition is made and documented through the NCR process.	Pass	Fail	Pass/Fail*

*Material may be left in place if the LA DOTD determines that Engineering Judgment may be used to accept the material or if the material is accepted through the NCR process. Results from all other levels of related OV material testing, within the questionable area, will be included in Judgment decision.

ΔIf the non-validation persists over two consecutive analyses as required in Appendix B, a NCR process shall be issued by LA DOTD to formally document and seek resolution to the non-validation.⁺ LA DOTD District Materials Engineer or its designee will investigate the source of non-validation. The OV Firm and CQCF will assist in the investigation. The LA DOTD District Materials Engineer or its designee will provide the LA DOTD Project Manager with a probable cause of the non-validation and a resolution recommendation.

SECTION 4 - INDEPENDENT ASSURANCE (IA) PROGRAM

4.1 General

LA DOTD District Laboratories shall implement the Independent Assurance (IA) program. This IA program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision. The IA Program is required by the Federal Highway Administration (FHWA) and conducted for projects constructed on the National Highway System (NHS). The Louisiana NHS may be viewed at:

https://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/louisiana/index.cfm

This chapter establishes the administration of this program, including lines of responsibility, uniform reporting procedures, and the minimum number of samples and tests required.

Samples and test results from this program are used to independently analyze the reliability of acceptance program by ensuring that tests are performed by qualified personnel and that laboratory facilities and equipment are adequate to perform the required sampling and testing methods.

Personnel designated to conduct IA sampling and testing are not to be directly involved in QC and OV program sampling and testing. In addition, the IA test samples are not to be tested with the same equipment as QC and OV program samples, except when accepted by the Materials Engineer Administrator.

4.2 Personnel Qualifications

All personnel performing sampling and testing for the QC, OV, or IA program for the project must be qualified in the appropriate test method in accordance with Appendix C – LA DOTD Inspector/Technician Certification. Sampling and testing personnel must obtain and keep current their certifications during the time they are involved for this project.

4.3 Laboratory Qualifications

Laboratories where IA tests will be performed must be qualified in accordance with this Section.

4.3.1 Laboratory Qualification Responsibility

The LA DOTD Central Laboratory will be accredited under the American Association of State Highway and Transportation Officials (AASHTO) Laboratory Accreditation Program.

LA DOTD Central Laboratory is responsible for overseeing the statewide Laboratory Qualification Program and for qualifying the IA laboratory and the LA DOTD District Laboratory for use of OV testing.

4.3.2 Accreditation

In addition to LA DOTD laboratory qualification, QC, OV (when a laboratory other than a LA DOTD District Laboratory is utilized) and referee laboratories shall be accredited under the AASHTO Accreditation Program (AAP). The accreditation must be maintained throughout the life of the project. The laboratory must also participate in the AASHTO Materials Reference Laboratory /Concrete and Cement Reference Laboratory (AMRL/CCRL) proficiency programs, or CMEC for HMA. A copy of AAP accreditation certificate(s) shall be transmitted to LA DOTD upon their receipt by the testing laboratory. Certification must also be obtained for AASHTO and ASTM test methods that are modified or referenced by Louisiana test methods.

4.4 Sampling and Testing

The samples for the IA program shall be taken by the LA DOTD District Laboratory personnel. In order to ensure that the IA program evaluates the sampling procedures, testing, and the testing equipment the samples taken by this program shall be either split sample or independent samples in close proximity to QC or OV samples.

Split samples shall be split or quartered in accordance with DOTD TR 108 and one portion randomly selected as the IA sample. The splitting or quartering of the sample will be observed by district laboratory personnel.

Independent samples shall be taken at the same time as the acceptance sample when practical in order to evaluate the sampling procedure.

The testing of IA samples shall be performed by the LA DOTD District Laboratory, with the exception of reinforcing steel which will be submitted to the Materials and Testing Section for testing. All the equipment use by the IA program will not be the same as that used for the QC and OV program samples.

The quantities and testing frequency for the IA program is listed in Table 4.1 Schedule of Independent Assurance Sampling and Testing. The frequencies listed in the schedule are minimums and are to be used as a general guide. The LA DOTD District Laboratory Engineer may increase these values as construction procedures and/or conditions warrant.

4.5 Responsibility of the LA DOTD's District Laboratory

The LA DOTD District Laboratory will be responsible for the implementation and administration of the Independent Assurance Sampling and Testing Program in each district. The LA DOTD District Laboratory shall address, at the minimum the following requirements:

- A. At the beginning of construction of the Project, the LA DOTD District Laboratory Engineer will use Table 4.1 Schedule of Independent Assurance Sampling and Testing to establish the minimum required IA sampling and testing for the project. The LA DOTD District Laboratory Engineer will notify the CQCF and OV Firm of the anticipated IA sampling and testing by a Memorandum of Anticipated

Independent Assurance Sampling and Testing (Figure 4.1). This memorandum will list each phase of construction for which sampling and testing is anticipated and the number and types of samples required for each phase.

- B. The LA DOTD District Laboratory personnel will review the QC and OV sampling & testing procedures when split samples or independent samples are part of the independent assurance program. The District Laboratory personnel will observe the sampling and testing procedures and compare them to the LA DOTD's standard procedures.
- C. The LA DOTD District Laboratory personnel will compare the IA test results for the independent or split sample with the appropriate QC and OV test results. Table 4.2 Schedule of Allowable Deviation Values between Split Samples Test Results will be used to identify discrepancies. The LA DOTD District Laboratory Engineer shall report the IA test results to the Materials Engineer Administrator and the LA DOTD's Project Manager as soon as they are completed. Any discrepancies in procedures or test results shall be identified and explanations included on the test report.
- D. The LA DOTD District Laboratory Engineer may adjust the sampling and testing schedule at any time during the construction. The LA DOTD District Laboratory personnel may take additional IA tests or samples to resolve concerns about the reliability of acceptance sampling and testing results. Any discrepancies will be resolved prior to the signing of the Independent Assurance Certification referenced in 4.8 D.

4.6 Responsibility of the CQCF and OV Firm

4.6.1 CQCF and OV Responsibilities:

The CQCF and OV Firm will be responsible for:

- 1. Assisting the LA DOTD District Laboratory Engineer in resolving discrepancies between IA sampling and testing and acceptance sampling and testing. This assistance will include co-investigation, taking additional samples, performing additional tests, checking equipment, checking procedures, checking the qualifications of personnel performing sampling and testing, and other cooperative activities necessary to resolve any discrepancies in procedures or results.

4.6.2 OV Responsibilities:

The OV will be responsible for:

- 1. Notifying the District Laboratory Engineer when construction activities requiring IA sampling and testing in accordance with the Memorandum of Anticipated Independent Assurance Sampling and Testing will be in progress. This notification is imperative due to the number of IA samples that require split sampling.
- 2. If the IA sampling was not accomplished due to the lack of notification by the CQCF or the OV Firm, they shall provide a written explanation to the District Laboratory Engineer of the causes and corrective actions implemented

- to prevent a recurrence.
3. Notifying the District Laboratory Engineer of plan changes which will affect anticipated IA sampling and testing.

4.7 Responsibility of Materials and Testing Section

The Materials and Testing Section will monitor and review the IA program statewide to ensure standardization. Additionally, the Materials and Testing Section will implement modifications or updates to the program, as needed. The Materials and Testing Section is responsible for direct IA testing of reinforcing steel and identifying discrepancies between IA and acceptance results. The LA DOTD District Laboratory Engineer will be notified of these results.

4.8 Reporting

4.8.1 Documentation

The Independent Assurance Documentation will be maintained in the LA DOTD's CQAP Documentation Database. Exception reports, which may include copies of screens showing test results (Purpose Code 8, Spec Code 3) are to be used for reporting purposes. Each IA test report will reference the date and time of the sample along with the district and project number represented.

4.8.2 Test Reports

The review of the IA sampling and testing procedures and the test results will be documented on an IA test report as illustrated in Submittal 4.1. The report will include all explanations of discrepancies and corrective actions taken. If there are no discrepancies, the word "Verifies" is to be entered into Remarks. If there are discrepancies, the words "Does not verify" are to be entered into Remarks. Each person who reviews any portion of the report or makes comments will sign the reviewed section or comment.

The identification number (laboratory number, lot number, zone and test number, log number, etc.) of the acceptance test report will be referenced on the IA report. A copy of this acceptance report will be attached to the IA report. These documents will be placed in the LA DOTD District Laboratory IA file for the project but will not be included in the certification or otherwise distributed. When discrepancies occur, the information from this review will be included with the Supplement to the Certification at the completion of a phase of construction.

4.8.3 Supplement to the Certification

At the completion of the IA sampling and testing of a phase of construction, all data is to be compiled and checked for accuracy and completeness. When discrepancies occur, the data is to be reported by a memorandum to the Materials Engineer Administrator. A Supplement to the Certification which will include explanations of discrepancies between IA and acceptance test results (Submittal 4.1) will be attached to this memorandum. If

there are no discrepancies, a memorandum and Supplement to the Certification will not be required for this phase of construction, but the data will be included with memoranda for other phases of construction.

4.8.4 Independent Assurance Certification

After IA sampling and testing has been completed for a project, an Independent Assurance Certification (with a listing of all memoranda reporting completed phases of construction) will be completed and forwarded by memorandum to the Materials Engineer Administrator (Submittal 4.2). Any Supplement to the Certification and all memoranda will be attached to the Independent Assurance Certification.

When the Memorandum of Anticipated Sampling and Testing indicates there are no samples to be taken on a project, the Independent Assurance Certification will not be required.

4.8.5 Distribution

The distribution for the test reports and memoranda mentioned in this step and in step 4.4 shall be as outlined below

1. Memorandum of Anticipated Independent Assurance Sampling and Testing

Directed to: OVF who is to advise CQCF
Copies to: District Engineer Administrator
Materials Engineer Admin
District Area Engineer providing oversight
FHWA Area Engineer

2. Independent Assurance Test Reports

With Test Results (Review and Comment)

Directed to: OVF who is to advise CQCF
Copies to: District Area Engineer providing oversight
DOTD Project Manager

With Review and Comments (No Test Reports Included) - Placed in District Laboratory IA file with no distribution.

3. Supplement to the Certification

Directed to: Materials Engineer Administrator
Copies to: District Engineer Admin
District Area Engineer providing over site
OVF
FHWA Area Engineer

4. Independent Assurance Certification

Directed to: Materials Engineer Administrator
Copies to: District Engineer Admin
District Area engineer providing oversight
OVF
FHWA Area Engineer

4.9 Disqualification

If a concern arises as to the competence of any certified individual on this project, this concern must be documented in writing by the LA DOTD District Laboratory Engineer to the Materials Engineer Administrator and the LA DOTD's Project Manager. The concern will be investigated as deemed necessary by the LA DOTD. If this investigation substantiates the concern, corrective action, or decertification will be implemented in accordance with the procedures established by the LA DOTD. See also Design-Build Contract Section 108.

Table 4.1: Schedule of Independent Assurance Sampling and Testing

TYPE OF CONSTRUCTION	MATERIAL		TEST	FREQUENCY	REMARKS
EMBANKMENT	Non-Plastic Embankment		Gradation, PI, Foreign Matter	1/10,000 lin ft/rdwy/lift	
	All Embankments		Density	1/2 weeks of construction activity	
BASE OR SUBBASE	Soil, Aggregate, or Granular Material ¹		Classification and/or Gradation	1/10,000 lin ft/rdwy 1/20,000 lin ft/shoulder	Check % cement for stabilization or treatment if required
			Density	1/10,000 lin ft/rdwy	
ASPHALTIC CONCRETE WEARING AND BINDER COURSES	502 SUPERPAVE	Mixture ¹	G _{mm}	1/15,000 tons	
		Briquette	Voids, VMA	1/15,000 tons	
		Cores	Density		
CONCRETE PAVEMENT	601 Portland Cement Concrete Pavement	Flexural Beams	Flexural Strength; When used to reduce standard design thickness.	1 set of three flexural beams per zone	
STRUCTURAL PORTLAND CEMENT CONCRETE ²	Fresh Concrete		Compressive Strength	1 set of 3/2,000 yd ³	
			Air (when used), Slump	1/2,000 yd ³	
	Aggregate: Fine and Coarse		Gradation	1/2,000 yd ³ of concrete	

¹Split samples of acceptance samples will be taken at random location and used for Independent Assurance testing.

²Includes precast items. OVF coordinates with testing laboratories for testing.

Table 4.2: Schedule of Allowable Deviation Values between Split Samples

(Test Variations based on Louisiana Standard Specifications for Road and Bridges (2016 Edition))

TYPE OF CONSTRUCTION	MATERIAL	TEST	TEST VARIATION
EMBANKMENT	Non-Plastic Embankment ⁵	Gradation PI Foreign Matter	No. 4 +- 5%; No. 200 +-2% passing +-2 +- 2%
	All Embankments	Density	+3 lb/ft ³
BASE OR SUBBASE	Soil	Classification Gradation PI Density	Subgroup +-1 No. 4 & larger +-5%; No. 10 +-4%; No. 40 +-4%; No. 200 +-3% passing +-3 +-3 lb/ft ³
	Aggregate or Granular Material	Gradation PI Density	No. 4 & larger +-5%; No. 40 +-4%; No. 200 +-2% passing +-3 +-3 lb/ft ³
ASPHALTIC CONCRETE WEARING, BINDER & BASE COURSES	Mixture	G _{mm} 1,2,3	+0.015%
	Core	Density (Pavement) ^{1,2,3}	+0.7% of individual core
STRUCTURAL PORTLAND CEMENT CONCRETE	Fresh Concrete	Compressive Strength, 28 days. Air	+7% of average of set +-0.5%
	Aggregates Fine Coarse	Gradation Gradation	No. 4 & larger +-5%; No. 16 +-4%; No. 50 +-4%; No. 100 +-1% passing No. 4 & larger +-5%; No.8 +-4% passing
PORTLAND CEMENT CONCRETE PAVEMENT ⁴	Fresh Concrete	Compressive Strength, 28 Days	+7% of average set
PIPE BACKFILL	Type A Backfill	Density	+-3 lb/ft ³
	Type B Backfill		

¹ Applies to Marshall

² Applies to Superpave

³ Applies to SMA

⁴ Based on cylinders made with fresh concrete (split samples between QC and OV). 3 cylinders per core location per lot. Compressive strength is 28 day break.

⁵ 2016 LSSRB-Section 1003.02 Non-Plastic Embankment

Revised 6-25-2018

Figure 4.1

July 1, 1991
STATE PROJECT NO. 024-05-0031
F.A.P. NO. F-01-02(031)
LA 26 DERIDDER HIGHWAY - (SEC
2) ROUTE LA-US 171
BEAUREGARD PARISH

MEMORANDUM TO:

Owner Verification Firm (OVF)
&
Construction Quality Control Firm (CQCF)

This is to advise you of the anticipated independent assurance sampling and testing schedule for the above captioned project. Independent assurance samples will be taken and tests performed representing the following phases of construction:

EMBANKMENT:

- A. One density test will be taken per two weeks of construction activity. (Please advise the District Laboratory Engineer at commencement of construction activity.)

SUBBASE (6" LIME OR CEMENT TREATED SUBGRADE LAYER):

- A. Two density tests; one per roadway.

ASPHALTIC CONCRETE BASE COURSE (ROADWAY):

- A. One loose mix sample for gradation and AC content.
- B. Two cores for density; one per roadway.

ASPHALTIC CONCRETE WEARING OR BINDER COURSE (ROADWAY):

- A. One loose mix sample for gradation and AC content.
- B. Two cores for density; one per roadway.

STRUCTURAL PORTLAND CEMENT CONCRETE:

- A. One set of concrete cylinders.
- B. One slump test.
- C. One fine aggregate sample for gradation.
- D. One coarse aggregate sample for gradation.
- E. One reinforcing steel sample.

Advise this office of any plan changes or work orders affecting quantities or material requirements. Note that this anticipated independent assurance sampling and testing schedule is only the minimum Independent Assurance tests required.

If additional information is needed, please advise this office.

NAME
DISTRICT ENGINEER ADMINISTRATOR

NAME - SIGNATURE
DISTRICT LABORATORY ENGINEER

cc: District Administrator
Materials Engineer Administrator
FHWA
District Area Engineer providing oversight

SUBMITTAL 4.1
July 21, 1991
STATE PROJECT NO. 024-05-0031
F.A.P. NO. F-01-02(031)
LA 26 DERIDDER HIGHWAY - (SEC
2) ROUTE LA-US 171
BEAUREGARD PARISH

MEMORANDUM TO:

NAME
MATERIALS ENGINEER ADMINISTRATOR

This is to report results of the Independent Assurance Sampling and Testing performed on the project referenced above.

EMBANKMENT:

A. One density test, zone and test number 07-801.

SUBBASE (6" LIME OR CEMENT TREATED SUBGRADE LAYER):

A. Two density tests, zone and test numbers 07-802 and 07-803.

ASPHALTIC CONCRETE BASE COURSE (ROADWAY):

- A. One test of loose mix for gradation and asphalt content, Lab. No. 07-341051.
- B. Two tests of cores for density, Lab. Nos. 07-341071 and 07-341072.

All IA test results verify except asphaltic concrete base course gradation test Lab. No. 07- 341051. See attached "Supplement to Certification" for explanation of non-verifying test.

This is the initial report. Additional reports will be submitted as phases of construction are completed.

NAME
DISTRICT ENGINEER ADMINISTRATOR

NAME - SIGNATURE
DISTRICT LABORATORY ENGINEER

cc: District Administrator
OVF
FHWA
District Area Engineer providing oversight

SUBMITTAL 4.1
STATE PROJECT NO.
F.A.P. NO. F-01-02(031)
SUPPLEMENT TO THE CERTIFICATION

The Independent Assurance loose mix sample (Lab. No. 07-341051) test does not verify the acceptance sample (Lab. No. 07-341021). The amount of material passing the No. 10 sieve for the independent assurance sample is 7% less than that for the acceptance sample. The allowable deviation is $\pm 5\%$. To determine the cause of this deviation, the testing equipment and procedures used were checked. Procedures used were acceptable; however, the No. 10 sieve of the acceptance sample was found to be badly worn. The No. 10 sieve of the IA sample was found to be acceptable. The acceptance sample was retested using a new No. 10 sieve. The amount of material passing the No. 10 sieve was 51%. Thus, the independent assurance sample test results verified acceptance test results.

Gradation - 07-
341051
Marshall Test - 07-
341052

NAME - SIGNATURE
DISTRICT LABORATORY ENGINEER

These test results do not verify acceptance test results, Lab. No. 07341021. On the acceptance sample, the material passing the No. 10 was 54%. The allowable deviation value is $\pm 5\%$.

COMMENT: Procedures used in sampling, splitting and sieving the acceptance and IA samples were done correctly. Both No. 10 sieves were checked. The No. 10 sieve of the acceptance sample was found to be badly worn. The No. 10 sieve of the IA sample was found to be OK. The acceptance sample was retested using a new No. 10 sieve checked by me. The amount of material passing the No. 10 sieve was 51%.

IA sample test results verified acceptance test results.

NAME - SIGNATURE
ENGINEERING TECHNICIAN

SUBMITTAL 4.2
September 1, 1991

STATE PROJECT NO.
F.A.P. NO. F-01-02(031)
LA 26 DERIDDER HIGHWAY - (SEC
2) ROUTE LA-US 171
BEAUREGARD PARISH

MEMORANDUM TO:

NAME
MATERIALS ENGINEER ADMINISTRATOR

This is to report results of the Independent Assurance Sampling and Testing performed on the project referenced above.

ASPHALTIC CONCRETE WEARING OR BINDER COURSE (ROADWAY):

- A. One test of loose mix for gradation, % crushed and asphalt content, Lab. No. 07341115.
- B. Two tests of cores for density, Lab. Nos. 07-341125 and 07-

341126. STRUCTURAL PORTLAND CEMENT CONCRETE:

- A. Tests on one set of concrete cylinders, Lab. Nos. 07-341480, 07-341481 and 07-341482.
- B. One slump test (See above referenced reports).
- C. One test of fine aggregate for gradation, Lab. No. 07-341381.
- D. One test of coarse aggregate for gradation, Lab. No. 07-341382.
- E. One test of reinforcing steel, Lab. No. 22-512400.

The above Independent Assurance tests verify with the corresponding acceptance tests.

This is the final report to be submitted by this office, unless additional information is requested.

An Independent Assurance report was previously sent by memorandum, dated July 21, 1991, as follows:

EMBANKMENT
SUBBASE (6" LIME OR CEMENT TREATED SUBGRADE LAYER)
ASPHALTIC CONCRETE BASE COURSE (ROADWAY)

NAME
DISTRICT ENGINEER ADMINISTRATOR

NAME - SIGNATURE
DISTRICT LABORATORY ENGINEER

cc: District Administrator
OVF
FHWA
District Area Engineer providing oversight

SUBMITTAL 4.2
DOTD 03-22-1033 Rev 1/92
State of Louisiana
Department of Transportation and
Development

INDEPENDENT ASSURANCE CERTIFICATION

DISTRICT 07

DATE Sept. 1, 1991

STATE PROJECT NO. 024050031

FEDERAL AID PROJECT NO. F-01-02(031)

PROJECT NAME LA 26-DeRidder Highway

ROUTE LA-US 171

PARISH Beauregard

CERTIFICATION

All independent assurance samples and test are within tolerance limits to the samples and tests that are used in the acceptance program, except as noted as supplement to this certification.

July 21, 1991

Embankment
Subbase
Asphaltic Concrete Base Course

September 1, 1991

Asphaltic Concrete Wearing or Binder
Course Structural Portland Cement Concrete

DISTRICT ENGINEER ADMINISTRATOR

BY:

Independent assurance reports sent by memoranda listed below are attached:

DISTRICT LABORATORY ENGINEER

REMARKS: See attached supplement to this certification in memo dated July 21, 1991.

cc: District Administrator
Material Engineer Administrator
OVF
FHWA
District Area Engineer providing

APPENDIX A – ACRONYMS AND DEFINITIONS

The following terms and definitions are referenced in this manual and have the meanings set forth below:

AAP	AASHTO Accreditation Program
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AML	Approved Materials List
AMRL	AASHTO Materials Reference Laboratory
AOVM	Assistant Owner Verification Manager's
CA	Certificate of Analysis
CC	Certificate of Conformance
CD	Certificate of Delivery
CQAP	Construction Quality Assurance Program
CCRL	Concrete and Cement Reference Laboratory
CQCF	Construction Quality Control Firm
CQCM	Construction Quality Control Manager
CQMP	Construction Quality Management Plan
DB	Design-Build
DBQM	Design-Build Quality Manager
FHWA	Federal Highway Administration, United States Department of Transportation
HMA	Hot Mix Asphalt
IA	Independent Assurance
LA DOTD	Louisiana Department of Transportation and Development
NCR	Non-Conformance R e p o r t
OV	Owner Verification
OVF	Owner Verification Firm
OVM	Owner Verification Manager
OVT	Owner Verification Test
OVTIP	Owner Verification Testing and Inspection Plan
PCC	Portland Cement Concrete
QA	Quality Acceptance
QC	Quality Control
RFI	Request for Information

Acceptance Program shall mean all factors that comprise the Louisiana Department of Transportation and Development's (LA DOTD) Construction Quality Assurance Program (CQAP) to determine quality of the product as specified in the contract requirements. These factors include the Design-Builder's acceptance and the Owner's verification sampling, testing, and inspection.

Construction Quality Control Firm shall mean an independent engineering/testing firm employed by the Design-Builder responsible for administering and managing the construction QC inspection, sampling, and testing. The CQCF and any Subcontractors

or subconsultants thereto must not be owned or controlled by the Design-Builder, any Principal Participant of the Design-Builder, any Affiliate of any Principal Participant, any Construction subcontractor, the Designer, a firm associated with or subsidiary to the Designer, or any design subcontractor or subconsultant of any tier to the Design-Builder.

Construction Quality Assurance Program shall mean the overall quality program and associated activities including the LA DOTD's Owner Verification and field inspection for QA, the Design-Builder's internal QC and independent Quality Control Firm's QC, the Contract quality requirements, and the Design-Builder's Construction Quality Management Plan.

Construction Quality Management Plan shall mean the Design-Builder's plan for complying with its obligations for construction quality control/process control and quality acceptance as required by the Construction Quality Assurance Program for LA DOTD Design-Build projects. This plan will be written as a stand-alone document, but will also be a part of the Design-Builder's overall Quality Plan required by the Contract documents. The plan must be provided and maintained in accordance with the Contract following Consultation and Written Comment thereof by the LA DOTD's Project Manager. The CQMP will be revised throughout the project for corrections, omissions and any changes at the discretion of the LA DOTD.

Design Firm shall mean the qualified Registered Professional Engineer's firm responsible for the design of the Project.

Design Documents shall mean 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 Builder shall mean the entity contractually responsible for delivering the Project design and construction.

Engineering Judgment shall mean determinations as to whether a material failing to meet specification requirements and or not within applicable tolerances should be accepted, or not accepted for use. It shall be based upon sound engineering principles, experience, and/or related results of applicable material tests, and be made by a Louisiana Licensed Professional Engineer.

Final Acceptance shall mean the acceptance of the Work by the LA DOTD's designated representative upon the completion of the Work as defined in the Contract and through Oversight and Design Acceptance of that Work by the LA DOTD. Final Acceptance does not relieve the Design-Builder's obligations pursuant to any guaranty or warranty under the terms of the Contract.

Governmental Approval shall mean any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities, including State, local,

or federal regulatory agencies, agents, or employees, which authorize or pertain to the

Work or the Project but excluding any such approvals given by or required from any Governmental Entity in its capacity as a Utility Owner.

Governmental Entities shall mean any federal, State, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body, or entity other than LA DOTD.

Independent Assurance Program shall mean all activities that are included in an unbiased and independent (of the Design-Builder or Project staff) evaluation program for all the design, sampling, and testing procedures, equipment calibration, and qualifications or personnel (Design-Builder's or LA DOTD's) used in the Acceptance Program, including the Design-Builder's Quality Control (QC) and acceptance (QA), as well as Verification Sampling (OV) and Testing. The LA DOTD, or the designated Consultant retained by the LA DOTD, will perform Independent Assurance (IA).

LA DOTD Project Manager shall mean the LA DOTD primary point of contact for the Design-Build Project. All correspondence to/from LA DOTD shall be through this contact.

LA DOTD Representative shall mean the any designee acting for LA DOTD through delegated authority for the duration of the project.

LA DOTD Standard Specifications shall mean the Louisiana Department of Transportation and Development Standard Specifications for Construction of Highways, Streets and Bridges, adopted by the Louisiana Department of Transportation and Development including all revisions/Supplemental specifications thereto applicable on the effective date of the agreement.

Law or Laws means (a) any statute, law, code, regulation, ordinance, rule, or common law; (b) any binding judgment (other than regarding a Claim or Dispute); (c) any binding judicial or administrative order or decree (other than regarding a Claim or Dispute); (d) any written directive, guideline, policy requirement, or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by LA DOTD within the scope of its administration of the Contract Documents); or (e) any similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Entity, in each case which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws. "Laws", however, excludes Governmental Approvals.

Level of Significance (α) shall mean the probability of erroneously rejecting the null hypothesis when it should have been accepted.

Nonconforming Work (Nonconformance) shall mean Work that has not been constructed with the strictest adherence to the accepted drawings and specifications and with the requirements of the Contract Documents, the Governmental Approvals, and applicable Law.

Non-Conformance Report (NCR) shall mean a record of Nonconforming Work and the final resolution or action.

Owner Verification Firm shall mean the engineering/testing firm employed by LA DOTD to perform the owner's verification inspection, sampling and testing, and conducting audits to verify the Design-Builder's compliance with the approved CQMP.

Proficiency Samples shall mean homogenous samples that are distributed and tested by two or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

Project shall mean the improvements to be designed and constructed by the Design-Builder and all other Work product to be provided by the Design-Builder in accordance with the Contract Documents.

Qualification shall mean a quality, ability, or accomplishment that makes a person technically competent for a particular position or task.

Quality Acceptance (QA) shall mean all planned and systematic actions performed by the CQCF and LA DOTD's Representative including design reviews and checks; inspection of material handling and construction; calibration and maintenance of sampling and testing equipment; working plan review; document control; and any inspection, sampling, and testing done for the LA DOTD's Acceptance Decision. The Design-Builder's QC test results that validate will be used as part of the LA DOTD's Acceptance Decision.

Quality Assurance shall mean all planned and systematic actions performed by the CQCF, Design-Builder, OVF, and IA necessary to provide confidence that a product or service will satisfy given requirements for quality including, Design-Builder's Quality Control, LA DOTD Acceptance, LA DOTD Independence Assurance, Dispute Resolution, Laboratory Accreditation and Qualification, and personnel Qualification/Certification.

Quality Control (QC) shall mean all Design-Builder process control and operational techniques/activities that are performed or conducted to fulfill the contract requirements.

Random Sampling shall mean a process whereby each element of the population has an equal chance of being selected.

Registered Professional Engineer shall mean a person who is duly licensed and registered by the Louisiana Board of Professional Engineers to engage in the practice of engineering in the State.

Rules shall mean Louisiana Administrative Code.

Split Samples are taken to compare the results obtain by different parties against an allowable degree of test result difference attributable to sampling and testing variability. The comparison is only valid for the specific procedure and equipment and does not identify discrepancies in the overall population.

Subcontractor shall mean an individual, partnership, corporation, or any other legal entity or any acceptable combination thereof, or JV or LLC, to which the Design-Builder sublets part of the Work. Any individual, partnership, corporation, or any other legal entity will not be considered to be a Subcontractor if it is a subsidiary which is wholly-owned or majority-owned by the Design-Builder or the Principal Participants of the Design-Builder, or an

Affiliate of the Design-Builder, or affiliated or otherwise controlled by the Design-Builder or Principal Participants of the Design-Builder such that a true and independent Subcontractor- Design-Builder relationship reached by bidding or arms- length negotiation does not result therefrom.

Supplier shall mean any Person/Vendor not performing work at or on the Site which supplies machinery, equipment, materials, hardware, software, systems, or any other appurtenance to the Project to Design Builder or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, and 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.

Utility shall mean 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, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, storm water not connected with the drainage of the Project, and similar substances that directly or indirectly serve the public.

Utility Owner shall mean the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

Vendor shall mean a supplier of project-produced material that is not the Design-Builder.

Verification Testing shall mean sampling and testing performed to validate the quality of the product. The sampling and testing are to be performed by qualified testing personnel employed by the LA DOTD or its designated agent, excluding the Design-Builder.

Work shall mean the labor, materials, services, equipment, and incidentals necessary for successful completion of the Project and the carrying out of all obligations imposed by the Contract prior to Final Acceptance and excluding any warranty or guaranty work included under the Contract.

APPENDIX B – OVF LEVELS FOR MATERIALS TESTING VALIDATION

OV testing levels (Level 1, 2, and 3) are identified in Appendix G - Required Minimum Sampling and Testing

B.1 Start-Up Requirements

During start-up operations, the CQCF (Construction Quality Control Firm) and OV (owner verification) firm will perform split sample testing for all tests listed as Level 1 and Level 2. The OV firm will evaluate split sample results against LA DOTD's split sample tolerance limits contained in Section 4 – Table 4.2 Schedule of Allowable Deviation Values between Split Samples, and split sampling may be discontinued after 5 consecutive results meet within tolerance limits.

For those test methods that do not validate during start-up operations, both the CQCF and OV firm will collaborate to determine the cause(s) of the non-validation and will both take appropriate corrective actions during the early phases of material production to align the testing operations. When there is a failure to validate, the Design-Builder shall not proceed until appropriate action has been taken. For tests listed as Level 3, the OV firm will observe and review the CQCF's initial start-up testing operations.

Start-up split sampling procedures shall be repeated if requested by OV Manager due to phasing or other project circumstances.

NOTE: OV Use of QC Proctors:

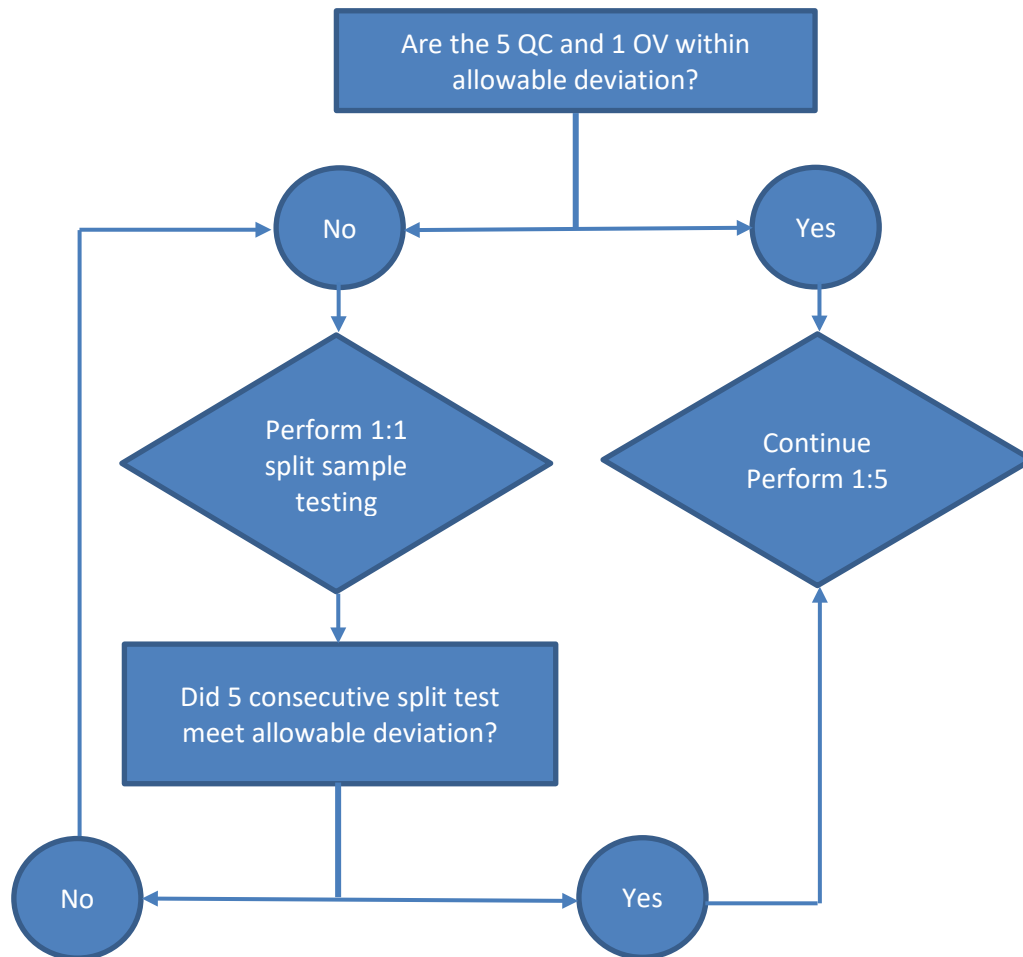
- During startup operations, test 5 split samples with the QC and ensure that all values are within the split sample tolerance, as specified in Section 4 – Table 4.2.
- The QC must provide OV laboratory with complete curve data for all proctor tests. Prior to testing in-place densities, QC shall furnish the selected curve for each in-place density point.
- The OV either agrees that the QC proctor is representative of the material being tested or the OV will obtain in-place density values and sample the material to conduct a one-point proctor to ensure that proctor values are within 3.0 pcf of curve estimates.

B.2 Level 1: Owner Verification Sampling and Testing

The OV firm will perform a comparative analysis on Level 1 tests with the Random OV testing frequency of one to five (1:5) ratio of the QC testing frequency for each Material Validation reporting quarter. This analysis shall be performed by comparing the OV test results with a group of corresponding QC test results.

Any time the Random OV test and respective 5 QC tests are not within the allowable deviation identified in Section 4-Table 4.2, split sampling per B.1 shall resume until 5 consecutive tests are within the allowable deviation, see Validation Procedure in Figure B.1.

Figure B.1 Validation Procedure



B.3 Level 2: Owner Verification Sampling and Testing

The OV firm will perform a comparative analysis on Level 2 tests with the Random OV testing frequency once per quarter with lower frequency tests missed during one quarter being specifically targeted the next quarter, or at a frequency specified by LA DOTD. This analysis shall be performed by comparing the OV test results with a group of corresponding QC test results.

B.4 Level 3: Observation Verification

The OV firm will observe and review the CQCF's initial start-up testing operations and periodically during ongoing production operations to verify compliance with test procedures.

B.5 Validation of QC Data

The following describes the procedure for the mathematical validation of the Level 1 QC test data compared to the Level 1 OV test results.

B.5.1 Quarterly Validation

After each quarter of construction operations, the OV Manager will compare the mean of all Level 1 QC tests conducted within the last 90 days to the mean of all corresponding Level 1 OV tests during the same period. If the means are within the limits shown in Table B.1 then the material is considered to be mathematically validated. The results of the comparison should be addressed as shown in Table 3.3.

B.5.2 Categorizing for Analysis

When a test sample is added, the first step is to assign it to any applicable analysis categories. A test sample must have Sample Type “Random” or “Non-Random” to be associated with any category. Assignment to a category is done immediately when the sample is taken and will correspond with Appendix G of this Manual. The sample will not be included in any analyses until the test results for the sample had been accepted for analysis (i.e., it is Accepted or intermediate break data is reviewed).

Note: A new version of an existing sample can actually belong to a different analysis category than a previous version if the header values were changed. This is not a problem, as an analysis run represents a snapshot of the current data in the system at the time the analysis was done.

B.5.3 Finding Categories to Analyze

Every time there is a new OV test, the LA DOTD’s CQAP Documentation Database system will scan data in the system for categories that need to be analyzed. A category is triggered for analysis whenever a new OV sample appears. A sample is new if it had been accepted for analysis and has never been analyzed before. Some examples of new OV samples are:

- A test was added and accepted today.
- A test was added a month ago and accepted/reviewed today.
- A test that was added and analyzed last week was revised and reaccepted. This new version has never been analyzed, so it will trigger an analysis the same as if it were the first version of the sample.

B.5.4 Analyzing a Category

The date range of the Analysis Period shall mimic the OV quarterly reporting period, extending further to include any unanalyzed or revised tests older than the current quarterly reporting period.

The OV Manager shall compare OV test results for each sample within a category against the corresponding QC test results. Those samples that compare are to be considered validated. Those samples that do not validate, the Design-Builder shall not proceed until appropriate action has been taken.

Table B.1: Acceptable Variance of QC and OV Means for Quarterly Validation

MATERIAL CATEGORY	TEST FOR	MEAN VARIATION (%)
Embankment Cut and Fill (Including Non-Plastic Embankment and All Embankment Fill Materials)	In Place Density	2%
Base Materials on Roadway	In Place Density	2%
Soils on Roadway for Soils Cement	In Place Density	2%
Mixture with Cement on Roadway (soil cement)	In Place Density	2%
Asphaltic Concrete (Loose Material)	G _{mm}	2%
	In Place Density	2%
Concrete Pavement ¹	Compressive Strength	20%
Pipe Backfill (Type A or Type B)	In Place Density	2%
Structural Concrete	Compressive Strength	20%
Precast Concrete ²	Compressive Strength	20%

¹ Based on cylinders made with fresh concrete (split samples between QC and OV). 3 cylinders per core location per lot. Compressive strength is 28-day break.

² Not Required under the following conditions:

- a) If Precast Plant is self-certified by LADOTD
- b) If Prestress-Precast Plant inspection is performed by LADOTD

Revised 4-4-2018

APPENDIX C – LA DOTD INSPECTOR/ TECHNICIAN CERTIFICATION

Testers and samplers will be allowed 90 working days from execution of the Contract to obtain the certifications. The CQCF must maintain a list of construction Quality Control staff that indicates what test certifications each person currently holds.

Embankment and Base Course

Qualifies inspectors to perform complete inspection and acceptance on embankment and base course projects, excluding base courses constructed of hot mix or PCC.

Asphaltic Concrete Plant

Qualifies technicians and inspectors to design mixes and perform QC and Acceptance operations at Asphalt Concrete Plant.

Asphaltic Concrete Paving

Qualifies inspectors to perform complete inspection and acceptance on asphaltic concrete paving projects.

PCC Paving

Qualifies inspectors to perform complete inspection and acceptance on PCC paving projects.

Structural Concrete

Qualifies inspectors to perform complete inspection and acceptance on structural project using concrete as prime building material.

PCC Technician – Non Department Only

Qualifies technicians to design mixes and perform QC operations at a Portland Cement Concrete Plant.

PCC Field Tester – Non Department Only

Qualifies technicians to perform QC testing for PCC materials. Is reasonably equivalent to ACI – Level 1

Certified Welding Inspector (CWI)

Qualifies a technician or inspector to perform steel fabrication inspection. CWI as defined by the American Welding Society.

Prestressed Fabrication Inspector (when plant inspection is not performed by DOTD)

Lead Fabrication Inspector must meet one of the following requirements:

- PCI (Precast/Prestressed Concrete Institute) – Level III and minimum 1 year of prestress supervisory experience¹, or
- PCI – Level II and 5 years of prestress experience of which a minimum of 5 years must be supervisory experience¹, or
- Independent state certification and 5 years of prestress experience of which a minimum of 4 years must be supervisory experience¹, or
- Individual application approved by the DOTD Fabrication Engineer.

All other Fabrication Inspectors must meet a minimum of a PCI Level II or equivalent at the discretion of the LA DOTD.

¹NOTE: *For post tensioned operations or fabrication, additional requirements will be needed. Supervisory experience consists of the following:*

- 1) Responsible charge for the daily inspection, material sampling and personnel scheduling of a prestress fabrication yard.*
- 2) Capacity to read, interpret and enforce specifications, plans, associated shop drawings and other pertinent requirements for complicated pieces.*
- 3) Familiarity with normal industry repair procedures and an ability to provide recommendations when appropriate.*

APPENDIX D – TEST METHODS FOR SPLIT / PROFICIENCY EVALUATION

The following chart is a list of test methods LA DOTD uses for Independent Assurance Testing. Results must compare to the IA test results to within the established tolerance as described in Section 4 – Table 4.2 Schedule of Allowable Deviation Values between Split Samples.

MATERIAL	TEST PROCEDURE	DESCRIPTION
Embankment	DOTD TR 407	Gradation
	DOTD TR 428	Plasticity Index
	DOTD TR 119	Foreign Matter
	DOTD TR 401	Density
Base or Sub-Base	DOTD TR 423	Classification
	DOTD TR 113	Gradation
	DOTD TR 401	Density
Asphalt	DOTD TR 327	Gmm
	DOTD TR 309	Gradation
	DOTD TR 306	Percent Crushed
	DOTD TR 303	AC Content
	DOTD TR 304	Voids
	DOTD TR 304	VMA
	DOTD TR 304	Density
Structural Concrete	DOTD TR 230	Compressive Strength
	DOTD TR 202	Air
	DOTD TR 207	Slump
	DOTD TR 113	Gradation
Portland Cement Concrete Pavement	DOTD TR 230	Compressive Strength
Pipe Backfill (Type A or B)	DOTD TR 401	Density

APPENDIX E – MATERIAL CERTIFICATION FORMAT EXAMPLE

The intent of the material certification is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test that does not meet the criteria contained in the plans and specifications is considered an exception. Exceptions should be investigated to determine if in fact the material is in reasonably close conformity with the plans and specifications. Nonconforming materials and workmanship will be tracked, monitored and appropriately addressed.

Submit a monthly CQCM Material Certification Letter. Include monthly CQCM Material Certification Letters in the quarterly Material Validation Report for the months covered on the quarterly report. Additional information regarding this certification can be found in Section 3.3.1.B Monthly CQCM Material Certification. An example follows.

Date_____To_____
_____From____

Project
No. _____
RE: Monthly CQCM Material
Certification

This is to certify that:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and the construction operations controlled by sampling and testing, were conformity with the accepted plan and specifications.

Exceptions to the plans and specifications are as follows:

1. Nonconforming Work Item # 1
 - a) Nature of Nonconforming Work and Causes for Rejection.
 - b) Proposed Corrective Action for Nonconforming Work.
 - c) Corrective Actions taken with respect to Nonconforming Work.
 - d) Results of such Corrective Actions.
2. Nonconforming Work Item #
 - a) Nature of Nonconforming Work and Causes for Rejection.
 - b) Proposed Corrective Action for Nonconforming Work.
 - c) Corrective Actions taken with respect to Nonconforming Work.
 - d) Results of such Corrective Actions.

List of unresolved NCR's this report:

1. Unresolved NCR # 1
 - a) Status of the NCR
 - b) PCP's affected by NCR
2. Unresolved NCR # 2
 - a) Status of the NCR
 - b) PCP's affected by NCR

CQCM Signature Block

APPENDIX F– MINIMUM OVF CONSTRUCTION QUALITY ACCEPTANCE INSPECTION

*All Documentation Forms for Sampling and DOTD Testing Procedures (TR's) can be found on the LA DOTD's CQAP Documentation Database unless otherwise noted herein.

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
All	Location and type of work Personnel and Equipment Weather and Site Conditions Checks for compliance with Design Plans and Project Specifications Extent of Work Problems Encountered	DOTD Form 03403093, Project Diary
Signs and Barricades	Location, stationing and distance from edge of road Visibility, height above road, condition of signs Daily to ensure condition Night inspections initial and periodic for reflectivity	
Clearing and Grubbing	Clearing and grubbing limits Disposal Protection of surroundings from damage Removal of large roots and stumps Blading the site to ensure drainage Temporary Erosion Control <ul style="list-style-type: none"> - Mulch - Seeding - Slope Drains - Silt Fencing - Hay Bales 	
Removals	Ensure that only designated structures, facilities, or obstructions are removed or relocated. Obtain certificates of release Proper notifications given for removal of Underground Storage Tanks and other hazardous materials. Disposal of materials	DOTD Form 03400671, Certificate of Release
Utility Relocation	Location clear of Construction Backfills adequately compacted	

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Culverts and Storm Drains	Adequate structure Backfill material, bedding material, and fabrics sampled and accepted Damage in transit Certificate of Delivery (CD) Excavation Laying Pipe Bedding and backfill Joints closed and wrapped Compaction and compactive effort Check pipe for acceptance (flaws)	Certificate of Delivery- Culverts
Earthwork	Area preparation Soils sampled and accepted Lift Thickness Compaction and compactive effort Slope and Grade	
Trench, Culvert, and Structural Excavation	Safety width Support and protective system Disposal of excavated material	
Geotextile	Brand name and type Protection of material Material acceptance	
Cement Stabilized Base and Sub-base Course	Subgrade accepted Select soils sampled and accepted Cement accepted Pulverization and moisture content Spread rate Shaping and finishing Time limitations Curing	Certificate of Delivery- Cement

Subgrade layer (Treated)	Area preparation Lime/Cement accepted Equipment used Compaction and compactive effort Spread rate Shaping and finishing Curing	Certificate of Delivery – Lime Certificate of Delivery – Cement

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Stone Base	Area preparation Material Sampled and accepted Compaction and compactive effort Curing membrane	
Asphaltic Concrete	Surface prepared Materials sampled and accepted Plant and Equipment calibrated and accepted Temporary traffic tape Signing and flagging Certified technicians Weather Conditions Mix design submitted and accepted Plant operation Temperature of mix Spreading and finishing Compaction/pavement density Joints Surface tolerances	Certificate of Delivery – Asphaltic Materials Asphaltic Concrete Plant Report
Portland Cement Concrete Paving	Surface prepared Materials sampled and accepted Plant and Equipment calibrated and accepted Forms Dowels and load transfer devices Mix design submitted and accepted Placing and spreading concrete Finishing and texturing Joints Surface tolerance Slump and air Curing Removing forms (fixed form paving) Protection of pavement Sealing joints	DOTD Form 03224028, Batch Certification

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Aggregate Surface Course	Surface prepared Materials sampled and accepted Equipment accepted Compaction and compactive effort	
Incidental Concrete Work – Sidewalks and Drives	Surface prepared Forms Mix design submitted and accepted Depth Cylinders Curing	
Driven Piles	Type, size, and length of pile Test piles driven and loaded Pile lengths accepted Installation plan and equipment accepted Location of piles Storing, handling, and damage to piles before and during driving. Adequate bearing capacity achieved	
Drilled Shafts	Installation Plan Safety Excavation methods Casings – temporary and/or permanent Slurry Location, size, and alignment Reinforcing steel Concrete placement and finishing Verification of integrity of shafts	
Structural Concrete	Forms, re-steel and equipment Weather Ambient Temperature Slump and Air tests Placement and vibrating Cylinders Surface finish Curing	

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Reinforcing Steel	Storing and handling Sampled and accepted Placement and fastening Splices	
Prestressed Concrete Units	Fabrication (When acceptance testing is not performed by DOTD) <ul style="list-style-type: none"> - Equipment approval - Concrete mix design - Concrete placement and vibration - Accepted forms - Curing - Tensioning - Storage and Transportation When receiving units - Inspector's stamp of approval - Certificate of Delivery - Damage during shipment - Dimensional tolerance and camber - Visual defects Erection Repair of defects	
Structural Steel	Fabrication (When acceptance inspection is not performed by DOTD.) <ul style="list-style-type: none"> - Shop drawings - Mill test reports - Storage of materials and fabricated items - Shop assembly - Certified test reports for bolts and nuts 	
Bridge Bearings	Materials Fabrication (When acceptance is not performed by DOTD)	

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Structural Steel Paint Systems	Materials <ul style="list-style-type: none"> - Abrasive - Paint - Paint Inspection Equipment Cleaning Paint application methods Shop painting Field painting	
Superstructure Slabs and Approach Slabs	Forming <ul style="list-style-type: none"> - Forms - Support systems - Haunch depths - Joints - Drainage Placing and fastening reinforcing steel Concrete Operations <ul style="list-style-type: none"> - Prior to placing - Placing sequence - Adequacy of personnel and equipment - Concrete supply - Curing materials - Admixtures - Weather and temperature - Placing - Finishing - Curing 	
Permanent Erosion Control	Final dressing of area Area determinations Spread rate for seed and fertilizer Watering Soil tested grass	

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Maintenance and Protection of Traffic	Materials Surface condition Intersecting traffic Dust Control and spillages Flaggers Delineation and guiding devices Construction signs, temporary barriers, barricades and lighting Pavement markings Pavement drop-off protection	
Signs	Materials Fabrication (When not when inspected by DOTD) Sign face construction Work sequence Location Erection Transporting, handling, and storage	
Traffic Signals	Materials Underground facilities Schedule Excavation Pole excavation and concrete foundations Poles Grounding Conduit and direct burial cable Pull boxes Signal control cable and shielded communications cable Cable splices Span wire assemblies Messenger assemblies Buy assemblies Signal heads	

ACTIVITY	INSPECTION REQUIREMENT	DOCUMENTATION FORM(S)*
Traffic Signals- continued	Wiring color code Concrete base for controller assembly Power meter base Overhead traffic signs	
Pavement Markings	Atmospheric conditions General requirements Materials Surface cleaning and preparation Equipment Application of markings	

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 105	Check List Number	Check List Description
Utilities	1	Verify that the top of the utility is being buried at a depth below the final grade sufficient to provide the minimum required by the Utility Permit.
Utilities	2	Oversee the work in accordance with the contract.
Utilities	3	Allow Utility Owner personnel to inspect the specific Utility Adjustment Work done by DB.
Utilities	4	Ensure that all Utility Adjustment Work was in accordance with the Utility Accommodation Manual, Utility Agreements, and Utility Permit.
Utilities	5	Investigate potential conflicts between the proposed Utility Adjustment Work and the physical roadway features of the Project prior to the beginning of the Utility Adjustment Work.
Utilities	6	Ensure that Utility Adjustment Work shall conform to the Utility Accommodation Manual, the Utility Agreement, and the Utility Permit.
Utilities	7	Ensure no Utility Adjustment Work shall begin without an approved Utility Permit and the Utility Adjustment Work shall conform to all permit conditions.
Utilities	8	All activities involved in the Utility Agreements and Utility Permits shall be recorded on a Daily Work Report under the remarks category for utilities.
Utilities	9	All utility conflicts with DB's operation shall be recorded on the Daily Work Report.
Utilities	10	Reimbursable Utility work shall be in accordance with the latest version of the Utility Work Agreements and Certification Process
Utilities	11	Notification of beginning and ending of Utility Adjustment Work were made in accordance with the Utility Work Agreements and Utility Permits.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 107; 2016 Edition	Check List Number	Check List Description
Environmental Compliance	1	Does DB have all environmental permits approved and posted as required by the permitting agency?
Environmental Compliance	2	No construction activities can begin until the erosion control plan has been approved by the EOR and governing regulatory agency, if needed. Where an NPDES permit is required, under no circumstances can any earth be disturbed until Concessionaire installs, maintains or monitor erosion control devices to implement the Storm Water Pollution Prevention Plan (SWPPP)
Environmental Compliance	3	Confirm DB has posted and is maintaining a copy of the notice of intent in a prominent location on the construction site for public viewing.
Environmental Compliance	4	Limit the area in which clearing and grubbing, and excavation and filling operations, are being performed so that the capacity to prevent storm water pollution is not exceeded.
Environmental Compliance	5	The CQAM shall monitor permit expiration dates and assure they do not expire before the permitted activity is complete.
Environmental Compliance	6	A copy of the Stormwater Pollution Prevention Plan (SWPPP) must be kept on the construction site for the life of the project.
Environmental Compliance	7	When an NPDES permit is required, the CQAM shall make routine inspections every seven days or within 24 hours of a 0.50 inch or greater rainfall, of all erosion prevention and sediment control devices installed on the project and document all deficiencies in the daily work reports.
Environmental Compliance	8	If deficiencies are noted in the daily work report, the CQAM shall make sure DB begins to correct them immediately.
Environmental Compliance	9	If DB fails to comply with any federal and state environmental regulations, including permit conditions, and does not promptly (within 24 hours) identify and correct all deficiencies on the project site, the CQAM shall document all environmental noncompliance.
Environmental Compliance	10	CQAM shall assure construction operations are conducted in a manner that prevents soil erosion runoff or siltation in any off-site location.
Environmental Compliance	11	The CQAM shall survey surface water management systems, bridge clearances, and authorized work as directed by the permit conditions and Contract Documents and include the information on the As-Built Record Plans.
Environmental Compliance	12	The CQAM shall assist and assure all permits are satisfactorily closed at the completion of permitted activities.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 201; 2016 Edition	Check List Number	Check List Description
Clearing and Grubbing	1	Clearing and grubbing limits are established according to the Plans.
Clearing and Grubbing	2	Verify that sufficient devices are in place to commence the clearing and grubbing operation
Clearing and Grubbing	3	Check location of selective clearing and grubbing areas designated in the Plans.
Clearing and Grubbing	4	Stumps and roots within the limits shown are removed and standard clearing and grubbing meets requirements shown in contract sections.
Clearing and Grubbing	5	Existing structures, including foundations are removed to accommodate new construction.
Clearing and Grubbing	6	Verify temporary erosion control measures are in place in accordance with Section 204; 2016 Edition

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 202; 2016 Edition	Check List Number	Check List Description
Bridge Demolition	1	Verify limits are properly identified before demolition.
Bridge Demolition	2	Verify utilities clearances have been accomplished.
Bridge Demolition	3	Verify that the limits of demolition performed are in accordance with the Plans.
Bridge Demolition	4	Verify that there is no indication of structural damage to structure elements left in place.
Bridge Demolition	5	Verify the existence of neat cut lines where required.
Bridge Demolition	6	Verify that no debris is present in adjacent traveled ways or waterways.
Bridge Demolition	7	Does the removal of existing piles or footing meet the min. depth called out for in the plans or prevailing specifications?

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 202; 2016 Edition	Check List Number	Check List Description
Removal of Structures and Obstructions	1	Verify on plans structures and/or obstructions that are to be removed
Removal of Structures and Obstructions	2	Verify (if warranted) certificates of release have been obtained DOTD Form 03400671-Certificate of Release)
Removal of Structures and Obstructions	3	Verify if any salvageable materials are to be retained by LADOTD
Removal of Structures and Obstructions	4	Verify proper procedures are followed if any hazardous materials are discovered on the project site
Removal of Structures and Obstructions	5	Verify materials are properly disposed of

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 203; 2016 Edition	Check List Number	Check List Description
Excavation/Embankment	1	If borrow pit is used, the location must be approved (samples and Test results).
Excavation/Embankment	2	No work can be performed at an off-site construction activity area prior to obtaining clearance
Excavation/Embankment	3	Material used for embankment shall not contain muck, Stumps, roots, brush, vegetable matter, rubbish or other material that does not compact into a suitable and enduring roadbed.
Excavation/Embankment	4	Maximum particle size cannot exceed the specified limits.
Excavation/Embankment	5	Where thick lifts are demonstrated and approved, maximum lift thickness may not exceed 12 inches uncompacted thickness.
Excavation/Embankment	6	Uniformly compact each layer, using equipment that shall achieve the required density.
Excavation/Embankment	7	Initial equipment comparison and valid calibrations for all equipment used on this project?
Excavation/Embankment	8	Is the CQAM ensuring that all sampling and testing requirements are met and enforcing the requirement that all samples and test are taken randomly? Does the field test verify this?
Excavation/Embankment	9	Does the CQAM have an appropriate process to ensure that the correct proctor is used when density tests results are evaluated for material acceptance? Are the appropriate materials used in each portion of the roadway?
Excavation/Embankment	10	Has the CQAM enforced the requirement that all required density test results are documented on current forms provided by LADOTD in an understandable format?
Excavation/Embankment	11	While construction is in progress, adequate drainage for the roadbed must be maintained at all times.
Excavation/Embankment	12	Maintenance and protection of earthwork construction must be in accordance with Specs.
Excavation/Embankment	13	Construction tolerances for embankment must be adhered to during final shaping of the earthwork.
Excavation/Embankment	14	Grassing of shoulder areas must be completed prior to placing the final wearing course.
Excavation/Embankment	15	The manipulation of embankment material on a pavement surface is not permitted.
Excavation/Embankment	16	The stabilizing materials meet spec. requirements.
Excavation/Embankment	17	Prior to beginning stabilizing operations, the roadbed grading must conform to the lines, grades and cross-sections shown in the Plans.
Excavation/Embankment	18	When additive stabilizing materials are required, spread material uniformly over the area to be stabilized.
Excavation/Embankment	19	Rotary tillers and/or approved equals must be used when thoroughly mixing the stabilized areas to full depth and width.
Excavation/Embankment	20	At the completion of the mixing the material must meet the specified gradation, plasticity index and liquid limit.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Excavation/Embankment	21	The completed stabilized subgrade must conform with the finished lines, grades and cross-sections indicated in the Plans.
Excavation/Embankment	22	The subgrade must be firm and substantially unyielding upon completing the stabilizing and compacting operations.
Excavation/Embankment	23	Maintenance and protection of stabilized subgrade until the placement of base and subbase in place, must be in accordance with specification.
Excavation/Embankment	24	For any area where the bearing value obtained after mixing is deficient, the reprocessing efforts must be as specified.
Excavation/Embankment	25	Densities must comply with specifications.
Excavation/Embankment	26	Verify that excavation is completed to the limits shown on the plans or as designated by the CQAM.
Excavation/Embankment	27	Verify that the material excavated was disposed of in an approved manner.
Excavation/Embankment	28	Verify that the unsuitable material has been completely removed and that the area is stable.
Excavation/Embankment	29	Verify density tests 1/1000 LF/2 lane rdwy/lift are in documentation system (1:5 ratio for verification) (documentation audit)
Excavation/Embankment	30	Verify lift thickness tests 1/1000 LF/2 lane rdwy/lift are in documentation system (1:5 ratio for verification) (documentation audit)
Excavation/Embankment	31	Verify moisture content at time of compaction tests 1/1000 LF/2 lane rdwy/lift are in documentation system (1:5 ratio for verification) (documentation audit)
Excavation/Embankment	32	Verify select soil tested for PI, % silt and % organic for 1/1000 CY (stockpile) or 1/1000 LF/2 lane rdwy or 1/2000 LF/2 shoulder (in place) documentation system (1:5 ratio for verification) (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 203; 303; 2016 Edition	Check List Number	Check List Description
Cement Stabilized Base and Subbase course	1	Verify that the subgrade is accepted. Verify that the subgrade is firm and substantially unyielding.
Cement Stabilized Base and Subbase course	2	Verify that selected soils have been sampled and tested.
Cement Stabilized Base and Subbase course	3	Verify cement have been sampled and tested.
Cement Stabilized Base and Subbase course	4	Verifying mixing of stabilized material by an approved means throughout the entire depth and width of the stabilizing limits.
Cement Stabilized Base and Subbase course	5	Verify that cement is spread uniformly at correct spread rate and pulverization and moisture content are within acceptable limits
Cement Stabilized Base and Subbase course	6	Verify that the completed stabilized subgrade conforms to the finished lines, grades, and cross-section indicated in the Plans.
Cement Stabilized Base and Subbase course	7	Verify time limitations
Cement Stabilized Base and Subbase course	8	Verify curing membrane is applied in accordance with Section 506; 2016 Edition
Cement Stabilized Base and Subbase course	9	Verify density, width and depth requirements per Section 303; 2016 Edition
Cement Stabilized Base and Subbase course	10	Verify Density requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)
Cement Stabilized Base and Subbase course	11	Verify moisture content requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 302; 2016 Edition	Check List Number	Check List Description
Stone Base	1	Verify base material from approved sources and has been sampled and tested
Stone Base	2	Equipment, transporting, and construction requirements are generally per Section 302; 2016 Edition.
Stone Base	3	Stone is spread uniformly.
Stone Base	4	Areas where the base has segregated are replaced.
Stone Base	5	Stone is transported to the point where it is used.
Stone Base	6	Base course is constructed meeting the required number and thickness of courses.
Stone Base	7	Subgrade is not disturbed by base construction operation.
Stone Base	8	Stone base for the shoulder is placed prior to the placing of the final course of pavement on the roadway.
Stone Base	9	Stone for shoulder base is not dumped on the roadway pavement, if so, it must be swept off immediately.
Stone Base	10	The first course is bladed to a cross section parallel to the finished base.
Stone Base	11	Density tests for the lower course are taken and pass prior to spreading material for the top course.
Stone Base	12	The top course is finished to grade and cross section after compaction and is free of scabs and laminations.
Stone Base	13	When wetting or drying is required, the entire depth and width of the course involved is manipulated.
Stone Base	14	Base contaminated by the subgrade, is removed and replaced.
Stone Base	15	Base widening strips are compacted in lifts prior to spreading the overlying course.
Stone Base	16	Conduct verification sampling and testing at the minimum frequency required.
Stone Base	17	Irregularities greater than 1/4-inch (6 mm), using a 15-foot (4.572m) straightedge, are corrected by scarifying, removing or adding rock.
Stone Base	18	At the time of priming, base is firm and unyielding, meets the specified density requirement and the moisture content in the top half is not over the optimum moisture of the base material.
Stone Base	19	Verify width, thickness and density requirements
Stone Base	20	Base deficient areas of more than 3/4 inch are corrected by scarifying and adding rock.
Stone Base	21	If cracks or checks appeared in the base, either before or after priming, which, in the opinion of the CQAM, impaired the structural efficiency of the base, the cracks or checks are removed by rescarifying, reshaping, adding base material where necessary, and recompacting.
Stone Base	22	Verify Density requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)
Stone Base	23	Verify moisture content requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Stone Base	24	Verify thickness and width requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)
Stone Base	25	Verify density, width and depth requirements per Section 302; 2016 Edition Table 302-1; Table 302-2 and Table 302-3 and results are in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 203; 304; 2016 Edition	Check List Number	Check List Description
Lime Treatment	1	Verify that the subgrade is accepted. Verify that the subgrade is firm and substantially unyielding.
Lime Treatment	2	Verify percent of lime to be constructed
Lime Treatment	3	Verify lime have been sampled and tested and Certificates of Delivery (CD'S) obtained
Lime Treatment	4	Verifying mixing of material by an approved means throughout the entire depth and width of the treatment limits.
Lime Treatment	5	Verify that lime is spread uniformly at correct spread rate and pulverization and moisture content are within acceptable limits
Lime Treatment	6	Verify that the completed treatment area conforms to the finished lines, grades, and cross-section indicated in the Plans.
Lime Treatment	7	Verify dust control measures are taken
Lime Treatment	8	Verify density, width and depth requirements per Section 304; 2016 Edition

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 203; 305; 2016 Edition	Check List Number	Check List Description
Subgrade Layer (Treated)	1	Verify that the subgrade is accepted. Verify that the subgrade is firm and substantially unyielding.
Subgrade Layer (Treated)	2	Verify that soils have been sampled and tested.
Subgrade Layer (Treated)	3	Verify lime/cement have been sampled and tested.
Subgrade Layer (Treated)	4	Verifying mixing of stabilized material by an approved means throughout the entire depth and width of the stabilizing limits.
Subgrade Layer (Treated)	5	Verify that lime/cement is spread uniformly at correct spread rate and pulverization and moisture content are within acceptable limits
Subgrade Layer (Treated)	6	Verify that the completed stabilized subgrade conforms to the finished lines, grades, and cross-section indicated in the Plans.
Subgrade Layer (Treated)	7	Verify time limitations
Subgrade Layer (Treated)	8	Verify curing membrane is applied in accordance with Section 56; 2016 Edition
Subgrade Layer (Treated)	9	Verify density, width and depth requirements per Section 303; 2016 Edition
Subgrade Layer (Treated)	10	Verify Density requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)
Subgrade Layer (Treated)	11	Verify moisture content requirements 1/1000 LF/ 2 lane roadway or 1/2000 LF/shoulder) and results are in documentation system (1:5 ratio for verification) (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 503; 2016 Edition	Check List Number	Check List Description
Asphalt Plant/Lab	1	Design mixes have been verified and approved.
Asphalt Plant/Lab	2	Verify that viscosity samples have been obtained and submit the samples to the Materials Lab in a timely manner. Insure that appropriate materials testing data has been entered.
Asphalt Plant/Lab	3	Plant scales are certified every six months and the required monthly weight comparison checks have been conducted and documented properly.
Asphalt Plant/Lab	4	The haul trucks have asphalt tight beds coated with acceptable asphalt release agent (not petroleum-based products such as diesel oil). Truck bed shall have a tarpaulin that can cover the entire load and holes in the side of the bed for checking load temperatures.
Asphalt Plant/Lab	5	The stockpiles including RAP material are free from contamination, segregation and are separated and identified as shown on the mix design.
Asphalt Plant/Lab	6	When present at the plant, perform verification measurements of mix temperature to ensure that the temperature of the mix at the plant is checked and recorded in accordance with the procedures stated in the specifications. Reject a load or portion of the load of HMA, when a mix temperature exceeds the acceptance limits.
Asphalt Plant/Lab	7	The maximum period that any mix may be kept in a hot storage or surge bin is 18 hours.
Asphalt Plant/Lab	8	Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.
Asphalt Plant/Lab	10	Ensure that mix is correctly sampled, split, boxed, identified (project number, lot and subplot, date, mix type, sample type), sealed with tape (and signed by QA when present), and properly stored in a secure location.
Asphalt Plant/Lab	11	Ensure the Asphalt Mix Design Summary Report is maintained up-to-date and monitor trends/variations of the critical material characteristics.
Asphalt Plant/Lab	12	Maintain good communication between plant personnel and roadway personnel. CQAM, personnel, and LADOTD. Obtain verification samples as required.
Asphalt Plant/Lab	13	Randomly (minimum once per project) check/verify DB's QC process control. Ensure a copy of the approved Asphalt Producer's Quality Control Plan is available at the Plant.
Asphalt Plant/Lab	14	The Asphalt Producer's Quality Control Plan has been approved and the technicians performing Quality Control, Verification, and Resolution tests are LADOTD qualified. All documents are adequately filed.
Asphalt Plant/Lab	15	Testing Laboratory must be qualified under LADOTD's Laboratory Qualification Program.
Asphalt Plant/Lab	16	The area of laboratory is a minimum of 400 square feet

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Asphalt Plant/Lab	17	The lighting, temperature control, ventilation, equipment and supplies, personal computer, communication system shall be equipped in accordance with the specification requirements.
Asphalt Plant/Lab	18	Calibration of the Superpave Gyratory Compactor is performed in accordance with manufacturer's recommendations at frequencies established in the Asphalt Producer's Quality Control Plan and the records are documented in the lab file.
Asphalt Plant/Lab	19	The laboratory is furnished with the necessary sampling and testing equipment and supplies for performing quality control, acceptance and verification sampling and testing.
Asphalt Plant/Lab	20	The gradations of incoming aggregate (including RAP and each size fraction for fractionated RAP), aggregate moisture content from stockpiles and / or combined cold feed aggregate shall be tested by DB for process control at a minimum frequency specified in his QC Plan. The testing of RAP material shall include A/C content and gradation of extracted aggregate.
Asphalt Plant/Lab	21	The A/C content, mix gradation and volumetric properties of HMA shall be determined by DB for daily process control at a frequency in accordance with the Asphalt Producer's QC Plan.
Asphalt Plant/Lab	22	All QC sampling and testing are completed and the Control Charts are updated daily in accordance with the Asphalt Producer's QC Plan and the results are shown in a conspicuous place in the asphalt lab. The QC results shall be documented
Asphalt Plant/Lab	23	Run the split sample verification testing in accordance with the requirements and the same sample verification testing in order to determine the validity of DB's QC test results for the LOT acceptance. Document the results in the Asphalt Plant Worksheet
Asphalt Plant/Lab	24	In the event that an individual QC test result of a subplot for air voids, or the average subplot density for coarse graded mixes, do not meet the requirements of Table 502-6; 2016 Edition, the LOT shall be automatically terminated and the production of the mixture shall be stopped until the problem is adequately resolved to the satisfaction of the QC Manager(s) and/or the Asphalt Plant Technician(s) responsible for the decision to resume production after a quality control failure. The material represented by the failing test result shall be evaluated in accordance summary of dispositions
Asphalt Plant/Lab	25	In the event that two consecutive QC tests for gradation, A/C content, or the average subplot density (for two consecutive sublots) for fine graded mixes do not meet the requirements of Table 502-6; 2016 Edition, or two individual core densities within a subplot are less than 91.00% of Gmm (for coarse mixes), the LOT shall be automatically terminated and production of the mixture stopped until the problem is adequately resolved to the satisfaction of the QC Manager(s) and/or the Asphalt Plant Technician(s) responsible for the decision to resume production after a quality control failure . In the event that it can be demonstrated that the problem can immediately be or already has been resolved, it shall not be necessary to stop production. When a LOT is

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		terminated, make all necessary changes to correct the problem. Do not resume the production until appropriate corrections have been made. Inform the CQAM of the problem and corrections made to correct the problem. After resuming production, sample and test the material to verify that changes have corrected the problem. Summarize this information and provide it to the CQAM prior to the end of the work shift when production resumes. In the event that a QC failure is not addressed as defined above, the CQAM's approval shall be required prior to resuming production after any future QC failures. Address any material represented by a failing test result
Asphalt Plant/Lab	26	Take necessary actions for the materials defective material in accordance with the requirements of Section 502; 2016 Edition. DB's evaluation of the defective material shall be performed
Asphalt Plant/Lab	27	Ensure that QC personnel are recording raw test data on LADOTD approved forms or approved equal and that this data is transferred to the appropriate forms, database, and spreadsheet. Any corrections made to the raw data shall be made by striking through the incorrect data with a single line and writing the correct data above the struck through data. Erasing any data is prohibited.
Asphalt Plant/Lab	28	Use a liquid anti-strip additive at a rate of 0.5% by weight of the asphalt binder for mixtures containing stone aggregate. Other rates of anti-strip additive may be used upon approval of the CQAM.
Asphalt Plant/Lab	29	Verify Certificate of Delivery (CD) for materials
Asphalt Plant/Lab	30	Take necessary actions for the materials defective material in accordance with the requirements of Section 502; 2016 Edition. DB's evaluation of the defective material shall be performed
Asphalt Plant/Lab	31	Ensure that QC personnel are recording raw test data on LADOTD approved forms or approved equal and that this data is transferred to the appropriate forms, database, and spreadsheet. Any corrections made to the raw data shall be made by striking through the incorrect data with a single line and writing the correct data above the struck through data. Erasing any data is prohibited.
Asphalt Plant/Lab	32	Use a liquid anti-strip additive at a rate of 0.5% by weight of the asphalt binder for mixtures containing stone aggregate. Other rates of anti-strip additive may be used upon approval of the CQAM.
Asphalt Plant/Lab	33	Verify CD's for all materials are in documentation system (documentation audit)

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Category Description Section 502-504; 2016 Edition	Check List Number	Check List Description
Asphalt Paving - General	1	A pre-paving conference is held before the milling and paving operation and a written report is distributed.
Asphalt Paving - General	2	A Certified Asphalt Paving technician shall be on the roadway at all times when placing HMA at the job site (except when placing miscellaneous or temporary asphalt). All testing shall be performed by a Certified Asphalt Paving technician with the exception that cross-slope, temperature and spread rate can be performed by someone under the supervision of a Certified Asphalt Paving technician.
Asphalt Paving - General	3	A copy of the approved DB's Construction QA/QC Plan shall be present on the project and the DB's roadway QC technician is required to have a copy of the mix design for the HMA being placed at paving site.
Asphalt Paving - General	4	The paving machine is equipped with automatic longitudinal and transverse screed controls with a min. length of 25 feet that are being used during paving operation. Establish the forward speed of the asphalt paver based on the rate of delivery of the mix to the roadway to maintain a constant supply of mix (head of material) at the augers in front of the screed.
Asphalt Paving - General	5	Do not place asphalt mixtures while rain is falling or when there is water on the surface to be paved.
Asphalt Paving - General	6	Ensure trucks are not bumping the paver. After releasing the HMA material from the truck's body to the paver, the remaining material in the truck shall not be dumped on the tacked surface in front of the paver.
Asphalt Paving - General	7	A string line is being used for an accurate, uniform alignment of the pavement edge in areas where there is no curb and gutter. The deviation along the unsupported pavement edge shall be not more than +/- 1.5 inches from the string line.
Asphalt Paving - General	8	Do not allow the mixture to adhere to the wheels or tires of any rollers and do not use fuel or other petroleum distillates to prevent adhesion. Scrapers, pads and moistening systems shall be function properly to avoid having HMA adhering to the wheels.
Asphalt Paving - General	9	Pneumatic-tire rollers (traffic rollers) are using tires inflated 50 to 55 PSI or as specified by the manufacturer.
Asphalt Paving - General	10	When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device shall be equipped and used during paving unless DB provides written documentation from the manufacturer that these are not necessary.
Asphalt Paving - General	11	Protect the last structural layer placed prior to the friction course and newly finished dense-graded friction course from traffic until the surface temperature of these layers has cooled below 160 F.
Asphalt Paving - General	12	The lift thickness meets the specification requirements.
Asphalt Paving - General	13	Document the roadway density random numbers and ensure that the 5 cores are cut from each subplot. Do not obtain cores any closer than 12

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		inches from an unsupported edge. After coring, core holes are patched properly within three days of coring.
Asphalt Paving - General	14	Produce a finished surface of uniform texture and compaction with no pulled, torn, crushed, raveled, or loosened portions and free of segregation, bleeding, flushing, sand steaks, sand spots, or ripples. Address any pavement not meeting the requirements of this specification in accordance with Section 502; 2016 Edition
Asphalt Paving - General	15	Monitor the profilograph operations and corrective actions
Asphalt Paving - General	16	The transverse joint, longitudinal joint and pavement approaches to the bridge joints are constructed properly and checked by 15-foot manual straightedge to achieve smooth and compacted surfaces. The 15- foot manual straightedge shall also be used to check the smoothness on crossovers, intersections, tapers, transitions at beginning and end of project, parking lots and similar areas.
Asphalt Paving - General	17	For night paving, sufficient lighting shall be provided at the job site.
Asphalt Paving - General	18	Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid.
Asphalt Paving - General	19	Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the friction course on adjacent pavement.
Asphalt Paving - General	20	Perform the verification measurements at a min. frequency of twice per day to ensure that the temperature of the mix at the paving site is checked and recorded in accordance with the procedures stated in the specifications. Reject a load or portion of a load of HMA, when a mix temperature exceeds the acceptance limits. Document the results
Asphalt Paving - General	21	For process control, DB shall monitor the pavement temperature with an infrared temperature device. The roadway density shall be monitored by either 4- inch diameter roadway cores, a nuclear density gauge, or other density measuring device at a min. frequency of once per 1500 feet of pavement.
Asphalt Paving - General	22	Perform the verification activities at a min. frequency of once per layer per day to ensure that the spread rate (yield) is in compliance with the Contract requirements. In case of verification with deficiencies, DB shall take corrective action immediately and a recheck shall be made afterward. If the recheck indicates that the operations are still out of control, the operation shall be stopped and the quality of the defective areas shall be evaluated separately. The results shall be documented
Asphalt Paving - General	23	Perform the verification activities by randomly taking a minimum of ten measurements of the cross slope per mile in tangent sections, control points in transition sections, and a minimum of three cross slope measurements on fully superelevated sections over a day's production to ensure that DB's measurements are within the acceptable tolerances listed in Table 502-5; 2016 Edition Acceptable Cross Slope Tolerance.
Asphalt Paving - General	24	Verify tack coat is on AML and CD is in documentation system (documentation audit)
Asphalt Paving - General	25	Verify tack coat spread rate is in documentation system (documentation audit)

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Asphalt Paving - General	26	Verify Validation Cores are taken (1 core per validation subplot- 5 total) and results are in documentation system (verification and documentation audit)
Asphalt Paving - General	27	Verify core for dispute resolution is sent to District Lab and is in documentation system
Asphalt Paving - General	28	Verify one acceptance core at random is taken for Gmm and JMF verification and results are in documentation system (documentation audit)
Asphalt Paving - General	29	Verify cores (3/1000 tons/mix type) are taken for density tests and results are in documentation system (documentation audit)
Asphalt Paving - General	30	Verify joint density readings (3 per acceptance) are taken and results are in documentation system (documentation audit)
Asphalt Paving - General	31	Verify longitudinal surface tolerance (profilograph) results are in documentation system (documentation audit)
Asphalt Paving - General	32	Verify loose mix temperatures (2/1000 LF) are taken and are in documentation system (documentation audit)
Asphalt Paving - General	33	Verify Transverse surface tolerance and cross slope are taken and are in documentation system (documentation audit)
Asphalt Paving - General	34	Verify depth measurements (1/1000 LF) are taken and are in documentation system (documentation audit)
Asphalt Paving - General	35	Verify thickness and width measurements (1/1000 LF) are taken and are in documentation system (documentation audit)

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Category Description Section 509; 2016 Edition	Check List Number	Check List Description
Asphalt Milling	1	The milled surface is swept with a power broom or other approved equipment. A street sweeper is used in urban and other sensitive areas. Any surface delamination or scaling pieces shall be removed.
Asphalt Milling	2	The milling surface has a uniform texture with no deviation in excess of 1/4 inch. The depth of cut and the cross slope are checked periodically to ensure that the results are in compliance with the Contract Documents.
Asphalt Milling	3	Repave all milled surfaces no later than the day after the surface was milled or as specified in the Contract Documents.
Asphalt Milling	4	Perform the cross-slope verification measurements in accordance with Section 509; 2016 Edition to ensure that DB checks the cross slopes at a frequency of one measurement every 100 feet during milling operations.
Asphalt Milling	5	Verify longitudinal surface tolerance is performed and results are in documentation system (documentation audit)
Asphalt Milling	6	Verify transverse surface tolerance and cross slope (2/ half day) are performed and results are in documentation system (documentation audit)

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Category Description Section 601; 2016 Edition	Check List Number	Check List Description
Concrete Pavement	1	A detailed sequence and schedule of concrete placement operations is provided in the Construction QA/QC Plan and the Construction QA/QC Plan is approved prior to paving operations.
Concrete Pavement	2	Ensure the electronic delivery ticket is furnished for each batch of concrete from an agitating truck mixer.
Concrete Pavement	3	The pavement is constructed by a slip-form paver or fixed form.
Concrete Pavement	4	Ensure the procedure for the protection of the fresh concrete pavement from inclement weather included in the Construction QA/QC Plan is being used.
Concrete Pavement	5	Ensure the defined provisions for lighting during night work included in the Construction QA/QC Plan are being used.
Concrete Pavement	6	Ensure if any uncontrolled cracks appear during the life of the Contract, the cracked concrete is removed and replaced and effective solutions are implemented immediately to eliminate further cracks.
Concrete Pavement	7	The slip-form paver is self-propelled and equipped to spread, strike-off, consolidate screed, and float-finish the freshly placed concrete in one complete pass.
Concrete Pavement	8	The slip-form paver uses automatic guidance and grade controls with the exceptions noted in the Spec.
Concrete Pavement	9	The concrete is consolidated for the full width of the strip being placed with a correct surface pan type or internal type vibrator.
Concrete Pavement	10	For surface vibrators, the frequency is at least 3500 impulses per minute.
Concrete Pavement	11	If using internal type tube or spud vibrators, then for tube vibrators use a frequency of at least 5000 impulses per minute and for spud vibrators use a frequency of at least 7000 impulses per minute.
Concrete Pavement	12	The device for application of membrane curing compound is self-propelled and capable of uniformly applying the curing compound at the specified rate.
Concrete Pavement	13	When using a hot-poured sealer, the heating kettle is of the indirect heating or double boiler type, using oil as a heat transfer medium.
Concrete Pavement	14	The subgrade is completed for a distance of at least 500 feet ahead of the paving operation.
Concrete Pavement	15	The subgrade is maintained in a smooth and compact condition and is moist at the time concrete is placed.
Concrete Pavement	16	The forms are set to line and grade and such that they rest firmly on grade, throughout their entire length.
Concrete Pavement	17	Forms are maintained 500 feet on each side of the roadway in advance of the concrete pavement being placed and are true to line and grade.
Concrete Pavement	18	Forms are clean and a release agent is applied in accordance with the manufacturer's recommendations after each use and prior to placing concrete against them.
Concrete Pavement	19	Where the Plans call for reinforced concrete pavement (RCP), ensure the re-bars are free from any material which can impair bonding of the

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		steel with the concrete such as dirt, oil, paint, grease, mill scale, and any loose or thick rust.
Concrete Pavement	20	Ensure all the re-bars of RCP are placed in accordance with the Plans and the bars are securely wired together at the transverse and longitudinal intersections. Lap splices are not less than 20 times the nominal diameter of the bar and only in the longitudinal members.
Concrete Pavement	21	All paving operations cease when rain is imminent and have all available personnel cover the surface of the unhardened concrete with a protective covering, to protect the finish.
Concrete Pavement	22	The pavement is constructed to the full width of the lane or slab in a single construction operation.
Concrete Pavement	23	The concrete is thoroughly consolidated against and along the faces of all forms, and along the full length on both sides of all joint assemblies by means of hand-operated, spud-type vibrators.
Concrete Pavement	24	The final finish is applied using a seamless length of damp burlap over the full width of the strip of constructed pavement as the water sheen disappears from the surface of the pavement and just before the concrete achieves its initial set.
Concrete Pavement	25	Ensure all joints are checked with straightedge before concrete becomes non-plastic and make corrections if any smoothness deficiency is found.
Concrete Pavement	26	Ensure the concrete is cured in accordance with the requirements of the Specifications. Do not leave the concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.
Concrete Pavement	27	Ensure the forms are not removed from freshly placed concrete for at least 12 hours after placement. After removing the forms, immediately apply curing compound to the sides of the slab.
Concrete Pavement	28	Ensure the freshly placed concrete is continuously cured for a period of 72 hours, exclusive of any periods when the temperature of the surface of the concrete falls below 45 F.
Concrete Pavement	29	Ensure the longitudinal joints are constructed in accordance with the details shown in the Plans and the tie bars or tie bolt assemblies are placed correctly in depth, spacing, location and angles.
Concrete Pavement	30	Transverse construction joints are placed at the end of all pours and other locations where paving operations are stopped for as long as 30 minutes.
Concrete Pavement	31	Accomplish the transverse contraction joint sawing in two steps. Make the initial cut 1/8-inch-wide by a depth at least 1/3 of the pavement thickness and as soon as possible in no case longer than 12 hours after placing the concrete, unless cutting the transverse joint would damage the surface by raveling or chipping. Should DB have to saw cut the concrete after the 12 hours allowed by specifications, obtain the CQAM's approval of the additional curing time prior to saw cutting.
Concrete Pavement	32	Dowel load-transfer devices are placed in all transverse joints and the position of the devices shall be confirmed by suitable means acceptable to the CQAM.

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Concrete Pavement	33	For sawed joints that shall receive sealant, ensure the joint is flushed with a jet of water to remove any remaining slurry.
Concrete Pavement	34	Determine the thickness by one of the methods in Section 601 If the pavement is cored, the pavement removed by the borings shall be repaired properly.
Concrete Pavement	35	After placement of the concrete, traffic is kept off the pavement for a minimum of 14 calendar days or for such period as otherwise provided in the Contract Documents.
Concrete Pavement	36	Ensure the pavement surface is true to grade and uniform in appearance with a longitudinal line type texture by grinding operation and the smoothness is tested by the 10-foot straightedge and a California Type Profilograph for acceptance. All deficiencies shall be corrected and retested to ensure conformity.
Concrete Pavement	37	Verify cores for thickness and compressive strength (in accordance with APPLICATION OF QUALITY ASSURANCE SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE AND STRUCTURES-2016) are taken (verification) and are in documentation system (documentation audit)
Concrete Pavement	38	Verify Beams for Flexural Strength/thickness (1/1000 LF) are taken for verification and are in documentation system (documentation audit)
Concrete Pavement	39	Verify surface tolerance (in accordance with APPLICATION OF QUALITY ASSURANCE SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE AND STRUCTURES-2016) and are in documentation system (documentation audit)
Concrete Pavement	40	Verify tine texturing measurements (cured PCCP) are taken (2/1500 LF of 2 lane roadway or 1/1000 LF of shoulder) and are in documentation system (documentation audit)
Concrete Pavement	41	Verify application rate of curing compound (1 gal/100 SF) (1/day) is taken and is in documentation system (documentation audit)
Concrete Pavement	42	Verify straight edge surface finish (plastic PCCP) is performed and are in documentation system (documentation audit)
Concrete Pavement	43	Verify thickness measurements (plastic PCCP) (1/lane/100 LF) is performed and are in documentation system (documentation audit)
Concrete Pavement	44	Verify tine texturing measurements (plastic PCCP) are taken (1/lane/100 LF) and are in documentation system (documentation audit)
Concrete Pavement	45	Verify curing compound is on AML and CD is in documentation system (documentation audit)
Concrete Pavement	46	Verify geotextile fabric is on AML and test results are in documentation system (documentation audit)
Concrete Pavement	47	Verify joint sealant materials and lubricant adhesive are on AML and CD's are in documentation system (documentation audit)
Concrete Pavement	48	Verify dowel bars have been tested and results are in documentation system (documentation audit)

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Category Description Section 701; 805; 2016 Edition	Check List Number	Check List Description
Drainage - Box Culverts	1	All precast structures are accompanied with a QC signed and certificate of delivery (CD) ticket providing the description and the list of the products.
Drainage - Box Culverts	2	Trench is de-watered as necessary.
Drainage - Box Culverts	3	Trench is wide and deep enough for compactors.
Drainage - Box Culverts	4	Material not classified as suitable backfill material is removed.
Drainage - Box Culverts	5	Proper bedding is provided.
Drainage - Box Culverts	6	Trench box or shore protection is used when excavation is in excess of 5 ft. or more.
Drainage - Box Culverts	7	Sediment basins are constructed in accordance with Contract Documents.
Drainage - Box Culverts	8	Heavy construction equipment is not permitted to cross over culverts or pipes until the backfill material has been placed and compacted to the finished earthwork grade or 4 ft. above the pipe or culvert.
Drainage - Box Culverts	9	Verify backfill material, bedding material, and geotextile fabric has been sampled and tested
Drainage - Box Culverts	10	Cut back is achieved for tie in length on culvert extensions.
Drainage - Box Culverts	11	Form removal performed per Contract Documents.
Drainage - Box Culverts	12	Do not begin backfilling against any masonry until permission is given by the CQAM or concrete has been in place 7 days.
Drainage - Box Culverts	13	Reinforcing Steel is tied and supported correctly.
Drainage - Box Culverts	14	Ensure proper curing on all concrete surfaces.
Drainage - Box Culverts	15	Cast bottom slab and set prior to forming walls.
Drainage - Box Culverts	16	With walls of at least 6 ft. high, let concrete set at least 12 hrs. prior to casting the top.
Drainage - Box Culverts	17	Any construction joints in the wing-walls to be horizontal and below ground level.
Drainage - Box Culverts	18	For All box culverts, have weep holes been installed.

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Category Description Section 701; 2016 Edition	Check List Number	Check List Description
Drainage - Pipe and Drainage Structures	1	Trench is de-watered as necessary.
Drainage - Pipe and Drainage Structures	2	Trench is wide and deep enough for backfilling with compactors.
Drainage - Pipe and Drainage Structures	3	Trench box or shore protection is used when excavation is in excess of 5 ft. or more.
Drainage - Pipe and Drainage Structures	4	Unsuitable backfill material is removed.
Drainage - Pipe and Drainage Structures	5	Verify that precast pipe and structures have the producer's QC Stamp and Certificates of Delivery (CD)
Drainage - Pipe and Drainage Structures	6	Verify backfill material, bedding material, and geotextile fabric has been sampled and tested
Drainage - Pipe and Drainage Structures	7	Contractor's checklist has been completed for hold point release.
Drainage - Pipe and Drainage Structures	8	The Drainage Excavation is ready for placement of structure and/initial pipe sections. This Hold Point should be checked prior to the placement of each drainage structure. Check list items 1 thru 7 needed to be checked and verified to release this Hold Point.
Drainage - Pipe and Drainage Structures	9	First Pipe from Structure- At the time of the first QA density test, verify trench is de-watered as necessary.
Drainage - Pipe and Drainage Structures	10	First Pipe from Structure- At the time of the first QA density test, verify trench is wide and deep enough for backfilling with compactors.
Drainage - Pipe and Drainage Structures	11	First Pipe from Structure- At the time of the first QA density test, verify trench box or shore protection is used when excavation is in excess of 5 ft. or more.
Drainage - Pipe and Drainage Structures	12	First Pipe from Structure- At the time of the first QA density test, verify unsuitable backfill material is removed.
Drainage - Pipe and Drainage Structures	13	First Pipe from Structure- At the time of the first QA density test, verify that precast pipe and structures have the producer's QC Stamp
Drainage - Pipe and Drainage Structures	14	First Pipe from Structure- At the time of the first QA density test, verify proper bedding is provided.
Drainage - Pipe and Drainage Structures	15	First Pipe from Structure- At the time of the first QA density test, verify that Precast pipe and structures are free from damage prior to placement.
Drainage - Pipe and Drainage Structures	16	First Pipe from Structure- At the time of the first QA density test, verify the pre-cast drainage structure matches the RFC drawings and is set in the proper orientation. (Check the cross sections). Verify location by measuring from the contractor's off-set survey stakes.
Drainage - Pipe and Drainage Structures	17	First Pipe from Structure- At the time of the first QA density test, verify that the pipe run from the structure is set to the proper line and flow line by checking upgrade line hubs and measuring pipe slope with a level. Slope measured: _____%

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Drainage - Pipe and Drainage Structures	18	First Pipe from Structure- At the time of the first QA density test, verify the 1st pipe out of the structure is properly sealed and mortar allowed to set in accordance with the manufacturer's recommendations.
Drainage - Pipe and Drainage Structures	19	First Pipe from Structure- At the time of the first QA density test, verify pipes entering the structure are flush with inside walls and properly sealed using approved product.
Drainage - Pipe and Drainage Structures	20	Contractor's checklist has been completed for hold point release.
Drainage - Pipe and Drainage Structures	21	First Pipe - At the time of the lowest QA density for each drainage structure and pipe run. Check list items 9 thru 20 need to be checked and verified to release this Hold Point.
Drainage - Pipe and Drainage Structures	22	There is a passing test on the first dry lift of the pipe and one on each side of the pipe.
Drainage - Pipe and Drainage Structures	23	Verify the contractor is hand tamping the material below the pipe haunch that cannot be reached by mechanical tampers.
Drainage - Pipe and Drainage Structures	24	Verify the contractor is installing gaskets properly and they are connecting the pipe in manner that seats the spigot into the bell and a uniform joint gap is achieved. Measure the joint gap at the time of QA density. Measurement of joint gap: _____ inches.
Drainage - Pipe and Drainage Structures	25	Verify that the pipe run from the structure is set to the proper line and flow line by checking upgrade line hubs and measuring pipe slope with a level. Slope measured: _____%
Drainage - Pipe and Drainage Structures	26	Pipe joints are wrapped with a filter fabric jacket as required.
Drainage - Pipe and Drainage Structures	27	Elliptical Concrete Pipe Joints - A minimum of two pieces of gasket material for each joint.
Drainage - Pipe and Drainage Structures	28	For 15" or larger OD pipe, insure pipe trench backfill materials and compaction according to the 4 zones specified.
Drainage - Pipe and Drainage Structures	29	Contractor backfills using granular material when backfilling under wet conditions in accordance with the specifications.
Drainage - Pipe and Drainage Structures	30	Obtain a minimum quality control density of 95% within 3 ft. of structures or 95% for pipe densities in the cover zone. If pipe and structure is tested with the same compactive effort ensure that the log book indicates as such and that a minimum density of 95% is achieved.
Drainage - Pipe and Drainage Structures	31	If QA density tests fails, QC retests within a 5' radius of the failing QA test location.
Drainage - Pipe and Drainage Structures	32	When pipe is placed above the original ground line elevation, embankment is placed and compacted to at least 2 ft. above the top of proposed pipe and to a width of at least four pipe diameters prior to excavation of the trench.
Drainage - Pipe and Drainage Structures	33	Heavy construction equipment is not permitted to cross over culverts or pipes until the backfill material has been placed and compacted to the finished earthwork grade or 4 ft. above the pipe or culvert.
Drainage - Pipe and Drainage Structures	34	Inverts are properly constructed.

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Drainage - Pipe and Drainage Structures	35	Cast in place tops formed to the plan dimension and tolerance with required reinforcing steel.
Drainage - Pipe and Drainage Structures	36	For construction of top, verify that structure is cleaned out.
Drainage - Pipe and Drainage Structures	37	For construction of top, verify that concrete meets the specification.

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Category Description Section 703; 2016 Edition	Check List Number	Check List Description
Drainage -Underdrains	1	All precast structures are accompanied with a QC signed or stamped delivery ticket providing the description and the list of the products.
Drainage -Underdrains	2	Trench is de-watered as necessary.
Drainage -Underdrains	3	For 15" or larger OD pipe, insure pipe trench backfill materials and compaction according to the 4 zones specified.
Drainage -Underdrains	4	Trench is wide and deep enough for compactors.
Drainage -Underdrains	5	Material not classified as suitable backfill material is removed.
Drainage -Underdrains	6	Proper bedding is provided.
Drainage -Underdrains	7	Trench box or shore protection is used when excavation is in excess of 5 ft. or more.
Drainage -Underdrains	8	Sediment basins are constructed in accordance with Contract Documents.
Drainage -Underdrains	9	Heavy construction equipment is not permitted to cross over culverts or pipes until the backfill material has been placed and compacted to the finished earthwork grade or 4 ft. above the pipe or culvert.
Drainage -Underdrains	10	DB backfills using granular material in accordance with the specifications and after approval by the CQAM in writing.
Drainage -Underdrains	11	Install underdrains per plan and/or Index 286.
Drainage -Underdrains	12	Construct underdrain inspection boxes in accord with the Contract Documents.
Drainage -Underdrains	13	The pipe is perforated with no open joints in the pipe system.
Drainage -Underdrains	14	The filter material is placed and compacted around the pipe for the full width of the trench in layers not exceeding 6 in.
Drainage -Underdrains	15	Install french drains in accord with spec. & design standards.
Drainage -Underdrains	16	Coarse aggregates used meet specified gradation requirements.
Drainage -Underdrains	17	Verify granular material (1/1000 CY) used meet specified gradation requirements. (Verification 1:5 ratio) Verify results in documentation system (documentation audit)
Drainage -Underdrains	18	Verify geocomposite wall drains and pipe have CA/CC/CD and are in documentation system (documentation audit)
Drainage -Underdrains	19	Verify geotextile cloth is on AML and test results are in documentation system (documentation audit)
Drainage -Underdrains	20	Verify precast headwall are on AML and CD is are in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 704; 729; 2016 Edition	Check List Number	Check List Description
Traffic Control Aids (Permanent) - Delineators	1	Delineators are installed correctly.
Traffic Control Aids (Permanent) - Delineators	2	The color of delineators corresponds with the color of the traffic stripe.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 711; 2016 Edition	Check List Number	Check List Description
Riprap	1	Verify that area is graded in accordance with plans.
Riprap	2	Verify that soil has been tested, if required.
Riprap	3	Does filter fabric, meet the requirements shown on Design Standards, Index No. 199.
Riprap	4	Verify that fabric is lapped and anchored in accordance with 514-3.4.
Riprap	5	Verify that fabric covers the area indicated in the plans.
Riprap	6	Verify that fabric is embedded along perimeter, if applicable.
Riprap	7	Is the riprap composed of material as shown in the Design Standards and in the Plans?
Riprap	8	Requirements of Section 921. Certify that cement meets the requirements of the Contract Documents.
Riprap	9	Fine Aggregate meets the requirements of 902-3.3.
Riprap	10	Sacks designed as specified in Spec 530-2.1.
Riprap	11	Rubble has a bulk specific gravity of at least 2.20.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 712;806;901; 2016 Edition	Check List Number	Check List Description
4" Cast in Place Revetment	1	The ground on which concrete or formwork must be prepared and compacted properly, prior to form setting.
4" Cast in Place Revetment	2	Verify mix design for Class R concrete
4" Cast in Place Revetment	3	Verify all materials (bedding, WWF, geotextile fabric; etc.) are sampled and tested
4" Cast in Place Revetment	4	Storing, placing, and tying rebar must be done properly.
4" Cast in Place Revetment	5	Concrete shall not be placed until forms, WWF and rebars have been inspected and approved.
4" Cast in Place Revetment	6	Unhardened concrete must be completely protected from rain and runoff by an approved system. Do not place concrete during rain.
4" Cast in Place Revetment	7	Proper application of an approved membrane curing compound at 1 gallon/100 square feet (.09gal/Sq. Yd) of surface area.
4" Cast in Place Revetment	8	Covers for continuous moisture curing shall be kept continuously wet for at least 7 days

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 713; 2016 Edition and MOT Plan	Check List Number	Check List Description
Maintenance of Traffic (MOT)	1	Has a TCP has been developed and incorporated into the Plans? Has the TCP been signed and sealed by a Professional Engineer and approved before being used. Verify signs and barricades installed in accordance with TCP.
Maintenance of Traffic (MOT)	2	DB has provided the name and telephone number(s) of the Traffic Control Supervisor (TCS) in writing.
Maintenance of Traffic (MOT)	3	The TCS has provided a valid certificate of successfully completing an approved Advanced TCS training course.
Maintenance of Traffic (MOT)	4	Verify all flaggers are certified
Maintenance of Traffic (MOT)	5	The TCS is on site during all set up and take down, and performs a drive through inspection immediately after set up.
Maintenance of Traffic (MOT)	6	The TCS does an initial inspection and evaluation of the work zone for each phase of construction and conducts daily daytime and weekly nighttime inspections within the limits of the project for projects with predominant daytime work activities and daily nighttime and weekly daytime inspections for projects with predominant nighttime work. The TCS notes any deficiencies in the TCP Review Report Form
Maintenance of Traffic (MOT)	7	The CQAM has reviewed DB's weekly TCP Review Report for reasonableness and accuracy by conducting a field project inspection of the work zone.
Maintenance of Traffic (MOT)	8	The TCS immediately corrects all safety deficiencies and does not allow minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 24 hours.
Maintenance of Traffic (MOT)	9	The CQAM has completed a traffic evaluation at crash site, for crashes occurring within the project limits.
Maintenance of Traffic (MOT)	10	DB has provided access to all residences and businesses whenever construction interferes with the existing means of access, and material has been placed, as needed, for driveways and sidewalks to residences and businesses to continuously provide safe, stable and reasonable access for vehicles and pedestrians.
Maintenance of Traffic (MOT)	11	DB is controlling dust during construction operations.
Maintenance of Traffic (MOT)	12	DB has removed all existing pavement markings in conflict with the adjusted vehicle path without damaging the surface texture and without the use of black paint.
Maintenance of Traffic (MOT)	13	The DQAM has verified that DB's certified initial retroreflectivity readings meet the minimum requirements throughout the work zone. Refer to other sections of the specifications for different pavement marking products.
Maintenance of Traffic (MOT)	14	DB has maintained Type A, C and D warning lights so as to be capable of being visible on a clear night from a distance of 3000 feet, and Type B warning lights so as to be capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1,000 feet.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Maintenance of Traffic (MOT)	15	DB has provided temporary traffic control devices that have been permanently marked with a valid AML number.
Maintenance of Traffic (MOT)	16	DB has maintained temporary traffic control devices in accordance with ATSSA's Quality Guidelines for Temporary Traffic Control Devices and Features.
Maintenance of Traffic (MOT)	17	DB has correctly installed work zone sign supports (post-mounted and portable) that have been permanently marked with a valid AML number.
Maintenance of Traffic (MOT)	18	DB has placed business access signs as required by the Plans.
Maintenance of Traffic (MOT)	19	The CQAM has verified that the crash cushions are installed in accordance with the Plans, Design Standards, and AML vendor drawings.
Maintenance of Traffic (MOT)	20	The CQAM has verified that the temporary lane separator has been installed properly.
Maintenance of Traffic (MOT)	21	Temporary signs on barrier or traffic railing are installed in accordance with specs
Maintenance of Traffic (MOT)	22	Verify that MOT is in accordance with the approved plan.
Maintenance of Traffic (MOT)	23	Verify that warning lights, drums, cones are on AML and CC is in documentation system (documentation audit)
Maintenance of Traffic (MOT)	24	Verify that warning signs, barricades, temporary striping tape are on AML and CC/CA is in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 713-719;738;739; 2016 Edition	Check List Number	Check List Description
Grass, Sod and Landscaping	1	Verify that a proper plant bedding has been prepared.
Grass, Sod and Landscaping	2	Verify that any required testing (pH, etc.) has been completed and approved.
Grass, Sod and Landscaping	3	If treatment is required, verify that has been completed in accordance with specifications.
Grass, Sod and Landscaping	4	Verify that the surface of the earthwork has been placed to line and grade in accordance with the plans.
Grass, Sod and Landscaping	5	Verify that the types of seed, landscape plants and sod are placed in accordance with the plans.
Grass, Sod and Landscaping	6	Verify that all the seed, sod and landscaping plants meet requirements
Grass, Sod and Landscaping	7	Verify that the seed is was harvested from the previous year's crop. The seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test. Verify seed spread rates
Grass, Sod and Landscaping	8	If applicable, the sod shall be sufficiently thick to secure a dense stand of live turf. Verify that it was planted within 48 hours after being cut and kept moist from the time it is cut until it is planted.
Grass, Sod and Landscaping	9	Verify that the mulch meets the requirements of Section 987, hardwood barks, shavings or chips; or inorganic mulch materials in accordance with the plans.
Grass, Sod and Landscaping	10	Verify that the fertilizers comply with the State fertilizer laws.
Grass, Sod and Landscaping	11	Verify that a certified test report from the manufacturer of the commercial fertilizer confirming that the requirements of this Section are met.
Grass, Sod and Landscaping	12	Verify that the fertilizers are applied at the proper rate.
Grass, Sod and Landscaping	13	Verify that the water used in the grassing, sodding and landscaping operations is obtained from an approved source.
Grass, Sod and Landscaping		
Grass, Sod and Landscaping	14	Verify analysis tag and test report for seed is in documentation system (documentation audit). DOTD Roadside Development to determine seed selection
Grass, Sod and Landscaping	15	Verify CA for agricultural lime and fertilizer is in documentation system (documentation audit).
Grass, Sod and Landscaping	16	Verify DB Landscape Architect has determined plant selection in consultation with Baton Rouge Green and documented in documentation system (documentation audit). Plants accepted after one complete growing season

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 704; 729; 2016 Edition	Check List Number	Check List Description
Traffic Control Aids (Permanent) - Guardrail	1	Guardrail is installed at the proper height of 1'-9" to the center of the beam, without rubrail, or 2' to the center of the beam with rub rail.
Traffic Control Aids (Permanent) - Guardrail	2	Galvanized nails are installed in offset blocks.
Traffic Control Aids (Permanent) - Guardrail	3	End anchorages are properly installed.
Traffic Control Aids (Permanent) - Guardrail	4	Panels, end sections and special end shoes are lapped in the direction of adjacent traffic.
Traffic Control Aids (Permanent) - Guardrail	5	Guardrail reflectors are in compliance and mounted at the correct spacing and location. Guardrail reflector color conforms to the near lane edge line.
Traffic Control Aids (Permanent) - Guardrail	6	Guardrail holes are enlarged by drilling and not by flame cut. All new edges have been galvanized.
Traffic Control Aids (Permanent) - Guardrail	7	The correct washers are used for guardrail.
Traffic Control Aids (Permanent) - Guardrail	8	Guardrail blocks and posts are plumb.
Traffic Control Aids (Permanent) - Guardrail	9	Certification for guardrail materials and Certificate of Compliance is provided.
Traffic Control Aids (Permanent) - Guardrail	10	Offset blocks are in conformance with the specified materials and sizes. All timber blocks are dressed on all four sides.
Traffic Control Aids (Permanent) - Guardrail	11	The EOR approves any field changes to guardrail lengths and locations.
Traffic Control Aids (Permanent) - Guardrail	12	The backup plate is installed at all non-splice post locations for Modified Thrie Beam Guardrail Systems.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 729; 2016 Edition	Check List Number	Check List Description
Traffic Control Aids(Permanent) - Signing	1	Signs are installed at proper location, offset, height and angle.
Traffic Control Aids(Permanent) - Signing	2	Signs are mounted on breakaway posts or frangible sign supports.
Traffic Control Aids(Permanent) - Signing	3	All nuts and bolts on signs are installed and tightened to their appropriate torque.
Traffic Control Aids(Permanent) - Signing	4	Sign bolt threads are burred to prevent nut loosening.
Traffic Control Aids(Permanent) - Signing	5	Signs conform to the approved shop drawing or standard index.
Traffic Control Aids(Permanent) - Signing	6	Sign posts are mounted plumb and have the correct diameter.
Traffic Control Aids(Permanent) - Signing	7	Span wire signage is in compliance with Index 17356.
Traffic Control Aids(Permanent) - Signing	8	Manufacturer's certifications are on file.
Traffic Control Aids(Permanent) - Signing	9	Relocated signs are properly maintained and protected.
Traffic Control Aids(Permanent) - Signing	10	Color is in compliance with the Standard Highway Signs Manual.
Traffic Control Aids(Permanent) - Signing	11	Sign foundations are installed at the correct depth.
Traffic Control Aids(Permanent) - Signing	12	Verify CC and Construction Inspection Fab. Report for sign mounts and all permanent traffic signs is in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 729; 2016 Edition	Check List Number	Check List Description
Permanent Signs -Ground Mounted	1	Furnish and erect roadway signs, at the locations shown in the Plans, in accordance with the details shown in the Plans. (See Section 729; 2016 Edition and AML
Permanent Signs -Ground Mounted	2	Obtain concrete from a fabrication facility that is listed on the Department's list of concrete producers
Permanent Signs -Ground Mounted	3	Multi-post and overhead sign structures shall be fabricated in a facility that is listed on the Department's list of fabricators with an accepted quality control program, meeting the requirements of Section 729; 2016 Edition.
Permanent Signs -Ground Mounted	4	If signs are stored prior to installation, store them in accordance with the manufacturer's recommendations. Properly package signs to protect them during storage, shipment and handling to prevent damage to the sign face and panel.
Permanent Signs -Ground Mounted	5	The Contractor shall provide certification that the sign assembly meet the material and installation requirements of the contract.
Permanent Signs -Ground Mounted	6	Shop Drawings have been submitted and approved.
Permanent Signs -Ground Mounted	7	Foundations shall be constructed in accordance with applicable Design Standards.
Permanent Signs -Ground Mounted	8	If applicable, Signs not erected until the concrete strength in the support footing is at least 2,500 psi.
Permanent Signs -Ground Mounted	9	Support posts for all frangible sign assemblies consisting of aluminum tubes up to 3 1/2 inches outside diameter with 3/16-inch wall thickness in accordance with the requirements in the Design Standards.
Permanent Signs -Ground Mounted	10	All slip bases must be fabricated in accordance with the requirements of the Design Standards.
Permanent Signs -Ground Mounted	11	Verify the length of the column supports in the field prior to fabrication to permit the appropriate sign mounting height. Fabricate the supports and wind beams in accordance with the Design Standards. Panels must be level with the proper orientation.
Permanent Signs -Ground Mounted	12	Verify dimensions of ground-mount posts.
Permanent Signs -Ground Mounted	13	Verify that breakaway supports are used where indicated.
Permanent Signs -Ground Mounted	14	Verify that posts/columns are installed plumb.
Permanent Signs -Ground Mounted	15	Signs and sign structures erected in accordance with the details shown in the Plans.
Permanent Signs -Ground Mounted	16	Verify that signs are properly stenciled with fabrication date, fabricator, and installation date.
Permanent Signs -Ground Mounted	17	Verify that bolt is tightened to the required torque. Verify all bolt threads are burred after tightening of the nuts.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Permanent Signs -Ground Mounted	18	Verify CC and Construction Inspection Fab. Report for sign mounts and all permanent traffic signs is in documentation system (documentation audit)
Permanent Signs -Ground Mounted	19	All nuts and bolts on signs are installed and tightened to their appropriate torque. Verify CC for all hardware is in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 729; 2016 Edition	Check List Number	Check List Description
Permanent Signs -Overhead	1	Furnish and erect roadway signs, at the locations shown in the Plans, in accordance with the details shown in the Plans. (See Section 729; 2016 Edition and AML
Permanent Signs -Overhead	2	Obtain concrete from a fabrication facility that is listed on the Department's list of concrete producers with an accepted quality control program, meeting the requirements of Section 729; 2016 Edition.
Permanent Signs -Overhead	3	Multi-post and overhead sign structures shall be fabricated in a facility that is listed on the Department's list of fabricators with an accepted quality control program, meeting the requirements of Section 729; 2016 Edition.
Permanent Signs -Overhead	4	If signs are stored prior to installation, store them in accordance with the manufacturer's recommendations. Properly package signs to protect them during storage, shipment and handling to prevent damage to the sign face and panel.
Permanent Signs -Overhead	5	The Contractor shall provide certification that the sign assembly meet the material and installation requirements of the contract.
Permanent Signs -Overhead	6	Shop Drawings have been submitted and approved.
Permanent Signs -Overhead	7	Obtain reinforcing steel, multi-post and overhead sign structures from a fabrication facility that is listed on the Department's list of steel producers with an accepted quality control program
Permanent Signs -Overhead	8	Only use structural steel, including bolts, nuts, and washers, that have been hot dip galvanized or metalized after fabrication. Perform hot dip galvanizing in accordance with Section 811.08; 2016 Edition and metalizing in accordance with Section 811.08.2; 2016 Edition
Permanent Signs -Overhead	9	For galvanized steel members, meet the general requirements of Section. Obtain galvanized steel from a fabrication facility that is listed on the Department's list of galvanizers with an accepted quality control program, meeting the requirements of Section 811.08; 2016 Edition.
Permanent Signs -Overhead	10	Foundations meet the requirements of Section 805; 2016 Edition.
Permanent Signs -Overhead	11	Verify that posts/columns are installed plumb.
Permanent Signs -Overhead	12	Verify that all nut and anchor bolts are installed as per plan
Permanent Signs -Overhead	13	Signs not erected until the concrete strength in the support footing is at least 2,500 psi.
Permanent Signs -Overhead	14	Signs and sign structures erected in accordance with the details shown in the Plans.
Permanent Signs -Overhead	15	Verify that signs are properly stenciled with fabrication date, fabricator, and installation date.
Permanent Signs -Overhead	16	Verify that bolt is tightened to the required torque.
Permanent Signs -Overhead	17	Verify all bolt threads are burred after tightening of the nuts.
Permanent Signs -Overhead	18	All nuts and bolts on signs are installed and tightened to their appropriate torque. Verify CC for all hardware is in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 731; 732; 2016 Edition	Check List Number	Check List Description
Traffic Control Aids (Permanent) - Pavement Markings	1	Width and spacing of marking is per plans.
Traffic Control Aids (Permanent) - Pavement Markings	2	The retro-reflectivity is in accordance with Specs.
Traffic Control Aids (Permanent) - Pavement Markings	3	Verify surface is cleaned and prepared according to specs
Traffic Control Aids (Permanent) - Pavement Markings	4	Raised Pavement Markers (RPM's) are installed per Spec. and Indexes.
Traffic Control Aids (Permanent) - Pavement Markings	5	Pavement markings which do not appear to meet the initial retro-reflectivity are tested by LADOTD within 3 days of receipt of DB's certification.
Traffic Control Aids (Permanent) - Pavement Markings	6	Verify certifications for materials, including manufacturer's name and lot numbers for paint and spheres.
Traffic Control Aids (Permanent) - Pavement Markings	7	Verify surface cleanliness prior to application of materials.
Traffic Control Aids (Permanent) - Pavement Markings	8	Verify stripe alignment, width, thickness, and spacing is in accordance with plans.
Traffic Control Aids (Permanent) - Pavement Markings	9	Verify pavement messages are in accordance with plans and standards.
Traffic Control Aids (Permanent) - Pavement Markings	10	Verify application rate of paint and glass spheres.
Traffic Control Aids (Permanent) - Pavement Markings	11	Verify equipment used for heating of bituminous adhesive (Striping Materials) is compliant with specifications 711-3.
Traffic Control Aids (Permanent) - Pavement Markings	12	Verify plumbness of object markers and delineators.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Mast Arms	1	See Section 736 and 1020; 2016 Edition.
Signalization - Mast Arms	2	A pre-installation meeting should be conducted with DB maintaining agency, etc. to discuss signalization issues.
Signalization - Mast Arms	3	Confirm Drilled Shaft Installation Plan is submitted and approved.
Signalization - Mast Arms	4	Mast arm foundations constructed in accordance with the Contract Documents.
Signalization - Mast Arms	5	Upon delivery, verify mast arm dimensions match the shop drawings and Plans.
Signalization - Mast Arms	6	Wire the signal cable in the mast arms in accordance with the Contract Documents and/or the maintaining agency's color code.
Signalization - Mast Arms	7	Verify that mast arms are secured with nuts that are approved by the manufacturer.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Acceptance Procedures	1	See Section 736 and 1020; 2016 Edition and AML
Signalization - Acceptance Procedures	2	A pre-installation meeting should be conducted with DB & LADOTD District Traffic Operations Engineer to discuss signalization issues.
Signalization - Acceptance Procedures	3	Witness completion of all field testing with DB representative.
Signalization - Acceptance Procedures	4	Warranty Period: Meet with DB and the District Traffic Operations Engineer to discuss method of handling warranty period. Record model and serial numbers of electronic equipment. Establish a method to track all trouble calls during the warranty period. Notify DB of equipment malfunctions during the life of the contract and document DB response times. Record and track all equipment malfunctions and repairs during the life of the contract. Provide a letter to the maintaining agency and DB documenting the beginning and anticipated end of the warranty period.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Signal Installation Grounding	1	See Section 736 and 1020; 2016 Edition and AML
Signalization - Signal Installation Grounding	2	Installation of the required number and length of ground rods to be observed.
Signalization - Signal Installation Grounding	3	The resistance of each ground rod is to be measured and recorded (if required by contract Specifications) and the buried location of each ground rod is to be staked.
Signalization - Signal Installation Grounding	4	Ensure that all separately grounded elements at an intersection are bonded to form an intersection grounding network.
Signalization - Signal Installation Grounding	5	Verify that as-built placement of ground rods is recorded.
Signalization - Signal Installation Grounding	6	Witness the grounding test.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Conduit and Signal and Interconnect Cable	1	See Section 736 and 1020; 2016 Edition and AML
Signalization - Conduit and Signal and Interconnect Cable	2	Conduit used is the proper type for the type of installation being performed. The conduit is installed at the proper depth.
Signalization - Conduit and Signal and Interconnect Cable	3	The proper number of conduit stub-outs, including spares, is provided through the cabinet base.
Signalization - Conduit and Signal and Interconnect Cable	4	All conduit trenches are appropriately backfilled.
Signalization - Conduit and Signal and Interconnect Cable	5	Seal conduit ends in a controller base, pole, pull box, junction box, or pedestal with approved moisture resistant material
Signalization - Conduit and Signal and Interconnect Cable	6	Signal and interconnect cables meet standard requirements.
Signalization - Conduit and Signal and Interconnect Cable	7	Continuous lengths of cable between the controller cabinets, disconnect hangers (or signal heads for nonspan wire installations), pedestrian signal heads, and pedestrian detectors shall be provided.
Signalization - Conduit and Signal and Interconnect Cable	8	The interconnect cable is to be installed in continuous lengths to and between controller cabinets and junction boxes.
Signalization - Conduit and Signal and Interconnect Cable	9	The signal cable is to be properly attached to the messenger wire.
Signalization - Conduit and Signal and Interconnect Cable	10	Pull wire or cord is installed per Section 736 and 1020; 2016 Edition and AML
Signalization - Conduit and Signal and Interconnect Cable	11	Verify that conduit is placed in accordance with plans and shop drawings.
Signalization - Conduit and Signal and Interconnect Cable	12	Verify size and number of wires in each conduit run.
Signalization - Conduit and Signal and Interconnect Cable	13	Verify that there are no splices between elements in signal wires.

APPENDIX F-1: MINIMUM OVf ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Pull and Fiber Optic Boxes	1	See Section 736 and 1020; 2016 Edition and AML
Signalization - Pull and Fiber Optic Boxes	2	Verify that box is listed on AML and is marked with the AML certification number.
Signalization - Pull and Fiber Optic Boxes	3	For fiber optic pull boxes, install ground rods and tone wire as required and shown in the Plans. Tone wire is to be terminated at the first and last pull boxes in the conduit run or as shown in the Plans.
Signalization - Pull and Fiber Optic Boxes	4	Store a total of 200 feet of fiber optic cable in fiber optic splice boxes, with 100 feet of cable on each side of the cable splice point or as shown in the Plans.
Signalization - Pull and Fiber Optic Boxes	5	Store 45 Feet of spare fiber optic cable in fiber optic pull boxes.
Signalization - Pull and Fiber Optic Boxes	6	Do not place the pull or fiber optic boxes in roadways, driveways, parking areas, ditches, or public sidewalk curb ramps.
Signalization - Pull and Fiber Optic Boxes	7	Ensure that all pull box covers include words describing the application for which it is to be used, such as "LADOTD TRAFFIC SIGNAL" (signalized intersection applications), LADOTD FIBER OPTIC CABLE (fiber optic cable applications), LADOTD ELECTRICAL (other electrical applications), LADOTD LIGHTING (highway lighting applications), LADOTD TRAFFIC MONITORING (traffic monitoring applications), or text as shown in the Plans permanently cast into their top surface.
Signalization - Pull and Fiber Optic Boxes	8	Never place expansion material around pull boxes in sidewalk. The pull box must bond to the sidewalk to avoid differential settlement.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Signal Head Assemblies	1	See Section 736 and 1020; 2016 Edition and AML
Signalization - Signal Head Assemblies	2	Verify that the Light Emitting Diodes (LEDs) modules are listed on the AML.
Signalization - Signal Head Assemblies	3	Traffic signal heads are installed in the proper location, aimed properly, and set with the proper horizontal and vertical clearances.
Signalization - Signal Head Assemblies	4	For vertically mounted 5-section clusters, construct the signal assembly so that door hinges are located along the outside edges of the complete signal assembly and each section opens away from the horizontally adjacent section.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Inductive Loop Detectors	1	See Section 736 and 1020; 2016 Edition and AML.
Signalization - Inductive Loop Detectors	2	Use inductive loop detectors, preformed loop assemblies and loop sealant on LADOTD's AML.
Signalization - Inductive Loop Detectors	3	Confirm that loop wire, lead-in cable, and splicing materials meet the standard requirements.
Signalization - Inductive Loop Detectors	4	The required number and type of inductive loop assemblies is installed in accordance with the Plans.
Signalization - Inductive Loop Detectors	5	All loop assemblies are installed at the proper distance from the stop bars.
Signalization - Inductive Loop Detectors	6	All loop assemblies to be installed in accordance with Section 736 and 1020; 2016 Edition and AML
Signalization - Inductive Loop Detectors	7	All loop wires are held down to the bottom of the saw cut with proper hold down material and then properly sealed.
Signalization - Inductive Loop Detectors	8	All wires are megged out for correct resistance values.
Signalization - Inductive Loop Detectors	9	Loop wires are spliced as detailed in index and spec.
Signalization - Inductive Loop Detectors	10	Verify that the proper number of loops are installed at each location shown on the plans.
Signalization - Inductive Loop Detectors	11	Verify resistance testing of loops.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Controller Cabinets	1	See Section 736 and 1020; 2016 Edition and AML.
Signalization - Controller Cabinets	2	Controller cabinet is on the AML.
Signalization - Controller Cabinets	3	Controller cabinet is sealed at its contact to the concrete base and all field wiring is neatly bundled and labeled.
Signalization - Controller Cabinets	4	Make sure that Contractor is connecting all fork or ring terminals to the cable conductor ends (signal cable, interconnect cable, loop wires) using a calibrated ratchet crimping tool.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 736; 1020; 2016 Edition	Check List Number	Check List Description
Signalization - Electrical Power Service	1	See Section 736 and 1020; 2016 Edition.
Signalization - Electrical Power Service	2	For the service disconnect (main circuit breaker) between the meter and the controller cabinet (usually located on a power service pole) use a manually re-settable circuit breaker which has a larger amperage rating than the amperage rating of the equipment circuit breaker to which electrical power is being provided. Note the minimum allowable size for this main circuit breaker is 40 amps where the rating of the equipment circuit breaker to which electrical power is being provided is less than 40 Amps. Use a surge lighting arrestor rated for a maximum permissible line to ground voltage of 175 VAC.

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Category Description Lighting Performance Spec.	Check List Number	Check List Description
Signalization - Final Inspection	1	Verify that proper notice was provided for final inspection.
Signalization - Final Inspection	2	Verify that a punch list was prepared.

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Category Description Section 802; 2016 Edition	Check List Number	Check List Description
Mechanically Stabilized Earth Walls (MSE)	1	Verify the area of the foundation has been proof rolled properly.
Mechanically Stabilized Earth Walls (MSE)	2	Verify that the leveling pad has been constructed in accordance with the shop drawings. (6-inch-thick and 1-foot wide).
Mechanically Stabilized Earth Walls (MSE)	3	Verify that the contractor's surveyor has laid out the leveling pad's beginning, grade breaks, angle points, and end with off-set stakes.
Mechanically Stabilized Earth Walls (MSE)	4	Verify that horizontal gaps in the leveling pad, at grade breaks, are less than 9 inches wide.
Mechanically Stabilized Earth Walls (MSE)	5	Has the contractor marked the MSE Wall panel control points on the leveling pad?
Mechanically Stabilized Earth Walls (MSE)	6	Has the contractor handled and stored and all components in a manner that prevents chipping, cracks, fractures, excessive bending stresses, mud, dirt and debris?
Mechanically Stabilized Earth Walls (MSE)	7	Are precast panels and straps in storage on firm blocking on level ground located immediately adjacent to the attachment device?
Mechanically Stabilized Earth Walls (MSE)	8	Verify all geotextile fabric are covered and protected from sunlight prior to placement and properly stored to prevent damage.
Mechanically Stabilized Earth Walls (MSE)	9	Panels - Verify that the type of panel installed is the panel specified in the approved shop drawings.
Mechanically Stabilized Earth Walls (MSE)	10	Panels - Verify that no panels with bent connector tabs are used, unless approved repair procedure is followed.
Mechanically Stabilized Earth Walls (MSE)	11	Soil Reinforcement (Straps) as per plan. Is the contractor installing the MSE Wall straps in accordance with the shop drawings? Verify size, length, skew angle (15 degrees max) and type of material. If reinforcement needs to be skewed more than 15 degrees, notify the CQAM.
Mechanically Stabilized Earth Walls (MSE)	12	Are strap bolts connected to the MSE Wall Panel tab with nut on the top.
Mechanically Stabilized Earth Walls (MSE)	13	MSE Wall Joints - Have all joints and other wall openings been covered with geotextile fabric. Apply an adhesive approved by the Engineer to the back of the precast component for attachment of the fabric material.
Mechanically Stabilized Earth Walls (MSE)	14	Contractor's checklist has been completed for hold point release.
Mechanically Stabilized Earth Walls (MSE)	15	The First Row of MSE Wall Straps has been installed in accordance with the plans and specifications. This HP should be checked prior to placing fill on top of the first row of MSE Wall Straps. Multiple HP will be required for phased construction. Check List items 1 thru 14 need to be checked and verified to release this Hold Point.
Mechanically Stabilized Earth Walls (MSE)	16	Is contractor slightly battering panels toward the backfill? (approx. 1/2 inch in 4 ft.)
Mechanically Stabilized Earth Walls (MSE)	17	At the time of QA density testing, verify that the horizontal and vertical joints between MSE panels are within design tolerance 3/4 inch + or - 1/4 inch (shop drawing). Measure and the horizontal and vertical joint width at least 4 panels each day. _____ inches

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Mechanically Stabilized Earth Walls (MSE)	18	At the time of QA density testing, check top row of panels for level with a 4-ft. level. Anticipated frequency at least 4 panels per day.
Mechanically Stabilized Earth Walls (MSE)	19	At the time of QA density testing, verify that the vertical tolerances (plumbness) and horizontal alignment tolerances do not exceed 3/4 inch when measured with a 10-foot straightedge. Measure at 4 panels each day. _____ inches
Mechanically Stabilized Earth Walls (MSE)	20	At the time of QA density testing, verify the contractor's maximum lift thickness does not exceed 6 inches. Lifts thicker than 6 inches (150 mm) require more energy to compact and may move the panels out of alignment.
Mechanically Stabilized Earth Walls (MSE)	21	At the time of QA density testing, verify the contractor has removed the wooden wedges as soon as the panel above the wedged panel is completely erected and backfilled.
Mechanically Stabilized Earth Walls (MSE)	22	Has the contractor shaped the last level of backfill of the day to direct runoff of rainwater away from the wall face or has provided a positive means of controlling run off away from the wall, such as temporary pipe, etc.?
Mechanically Stabilized Earth Walls (MSE)	23	Are all concrete piling in the MSE Wall fill wrapped with two independent layers of 6 mil plastic with lubricating oil between the layers?
Mechanically Stabilized Earth Walls (MSE)	24	Has the Panel Arrest System (PAS) been installed in accordance with the approved shop drawings and is Panel Arrest System (PAS) connection to the pile made properly?
Mechanically Stabilized Earth Walls (MSE)	25	Is an All-Thread Tension Bar used at locations where the PAS strap is skewed
Mechanically Stabilized Earth Walls (MSE)	26	Verify that the final overall vertical tolerance of the completed wall (plumbness from top to bottom) does not exceed 1/2 inch per 10 feet of wall height.
Mechanically Stabilized Earth Walls (MSE)	27	Is potable water being used for soil compaction (Spec. 923) (No salt or brackish water)? Water testing is required if non-potable water is used.
Mechanically Stabilized Earth Walls (MSE)	28	DO NOT allow excavations in close proximity in front of the wall once the wall construction has started without the CQAM approval. Also, excavations in front of the wall should not be allowed without protection to the wall (i.e. sheet piles, etc.).
Mechanically Stabilized Earth Walls (MSE)	29	Verify soil reinforcement near the top of the wall is installed parallel to the lifts of fill, unless a slight bending (within 15 degrees) is indicated in the shop drawings to accommodate a structure or subgrade.
Mechanically Stabilized Earth Walls (MSE)	30	If there is a conflict with a structure not show in the shop drawings, has direction been provided by the EOR.
Mechanically Stabilized Earth Walls (MSE)	31	If Flowable Fill is used - Make sure any metallic components of the wall are not in partial contact with the flowable fill. Metallic components must be completely encapsulated by the flowable fill.
Mechanically Stabilized Earth Walls (MSE)	32	Do the RFC plans call for corner panels at all corners? If corner panels are not indicated on the Plans, contact the QAM immediately.
Mechanically Stabilized Earth Walls (MSE)	33	Coping - If precast coping is used, ensure top panels have dowels that shall extend into the cast-in-place Buildup concrete. Ensure the

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

		placement of one-half inch minimum preformed expansion material between wall panels and cast-in-place concrete.
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Category Description Section 802;807; 2016 Edition	Check List Number	Check List Description
Temporary Critical Sheet Pile Wall	1	The contractor shall protect existing structures, including MSE walls and embankments.
Temporary Critical Sheet Pile Wall	2	Steel sheet piling shall be ASTM A328 or ASTM A572
Temporary Critical Sheet Pile Wall	3	The contractor has suitable equipment and takes appropriate measures to achieve the required tip elevation.
Temporary Critical Sheet Pile Wall	4	Excavate soils to a depth of no more than 2 feet below waler/anchor elevation, as shown in the plan.
Temporary Critical Sheet Pile Wall	5	Prestressed soil anchors shall be constructed and tested in accordance of the standard specifications.
Temporary Critical Sheet Pile Wall	6	Adjustment to anchor spacing shall not exceed 3" without approval and to be included in the shop drawings.
Temporary Critical Sheet Pile Wall	7	Waler beam shall be continuous across a minimum of three anchors.
Temporary Critical Sheet Pile Wall	8	If abandoned, the steel sheet piling shall be cut off a minimum of 1 foot below the bottom of the roadway sub-base with engineers' approval.

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Category Description Section 802; 2016 Edition	Check List Number	Check List Description
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	1	Verify that form dimensions are in accordance with the plans.
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	2	Verify that forms are clean.
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	3	Verify size and clearance of reinforcing steel.
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	4	Verify that reinforcing steel is tied at the proper intersections.
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	5	Verify that forms are adequately braced.
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	6	Contractor's checklist has been completed for hold point release.
Mechanically Stabilized Earth Walls (MSE)- Cast In Place Coping	7	Hold Point - Cast in Place MSE Wall Coping forms and reinforcing steel have been installed in accordance with the plans and specifications. Frequency: This HP should be checked prior to placement of concrete.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 803; 2016 Edition	Check List Number	Check List Description
Drilled Shafts	1	Drilled Shaft Installation Plan: Have an approved copy of the drilled shaft installation plan on site. Review Experience and Personnel Submittal
Drilled Shafts	2	When drilled shaft concrete is placed in any wet shaft, the Geotechnical Foundation Inspector shall provide slump loss test results before drilled shaft concrete operations begin. The tests shall demonstrate that the drilled shaft concrete maintains a slump of at least 5 inches throughout the concrete elapsed time. Inform the CQAM at least 48 hours before performing such tests in order to allow proper Verification of the results. DB shall perform slump loss testing of the drilled shaft mix using a laboratory acceptable to the CQAM.
Drilled Shafts	3	Drilled Shaft Test Hole (method shaft) and Production Shafts: document activities in the Drilled Shaft log forms and note problems in the Daily Report of Construction, test shafts must be removed to 2 ft. [0.6 m] below ground line.
Drilled Shafts	4	Slurry properties: Verify DB performs properly slurry testing at both premix conditions and prior to placement concrete. Density, pH, viscosity and sand content must be within acceptable limits.
Drilled Shafts	5	Verify DB uses proper sample tool to sample and test the slurry prior to placing concrete. Verify that samples are taken at the correct depths.
Drilled Shafts	6	Shaft inspection: when using a shaft inspection device, assist inspector as needed; when shaft inspection device is not used, the shaft bottom must be probed with a solid bar, if possible, or with a weighted line to check for sediments, unevenness and firmness.
Drilled Shafts	7	Temporary casing in drilled shafts supporting miscellaneous structures must be provided with at least one foot above the ground surface to at least five feet below the ground surface.
Drilled Shafts	8	Verify that the proper reinforcement cage is assembled according to the Plans, indexes or specifications with the proper number and dimension of bars, with the proper number, type and size of spacers, and that the number, length, top and bottom of the CSL tubes are according to the specifications?
Drilled Shafts	9	Drilled shaft concrete placement must conform to all applicable Specs, including method of placement, pump line requirements, duration of placement, and slump. Concrete must be over-poured until good quality concrete is evident at the top of the shaft.
Drilled Shafts	10	Curing of the top surface of the shaft shall be as specified in Section 803; 2016 Edition and shafts exposed to a body of water shall be protected from the action of the water by leaving the forms or casings in place for a minimum of 7 days unless the concrete has attained a compressive strength of 2500 psi or greater.
Drilled Shafts	11	Reinforcement bars, dimensions, length, spacing and number, must be in accordance with the Contract Documents. Spacers, with the size, frequency and spacing meeting the specifications, must be installed in the cage. CSL access tubes must be installed in all shafts in required numbers and configuration.

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Drilled Shafts	12	Verify that Contractor inserts simulated or mock probes in each cross-hole-sonic access tube prior to concreting to ensure the serviceability of the tube. Verify that DB fills access tubes with clean potable water and recap prior to concreting. DB must repair or replace any leaking, misaligned or unserviceable tube prior to concreting.
Drilled Shafts	13	CSL testing performed as required.
Drilled Shafts	14	If the time of excavation exceeds the limits specified in the specifications, over-reaming must be performed.
Drilled Shafts	15	Verify that equipment on site matches the approved Drilled Shaft Installation Plan
Drilled Shafts	16	Verify that the template is adequate to maintain the position of the shaft, If Applicable.
Drilled Shafts	17	Verify that monitoring of existing structures is taking place
Drilled Shafts	18	Verify that the inside diameter of the casing is equal to or greater than the shaft diameter.
Drilled Shafts	19	Verify that embankment has been placed prior to the start of shaft excavation.
Drilled Shafts	20	If wet method is employed, verify that slurry is approved type and properly mixed.
Drilled Shafts	21	Verify that the hole is within 3 inches laterally of the plan location.
Drilled Shafts	22	Verify the vertical alignment of the hole (within 1/4 inch per foot of depth).
Drilled Shafts	23	Verify Contractor is checking of excavation dimensions and alignment. Final depth must be measured.
Drilled Shafts	24	Verify that the bottom of the shaft does not have sedimentary deposits greater than allowed per Spec.
Drilled Shafts	25	Verify that the bottom of the shaft is level.
Drilled Shafts	26	Verify that reinforcing steel is tied at every intersection prior to placement.
Drilled Shafts	27	Verify that side clearances are maintained with the use of approved spacers.
Drilled Shafts	28	Verify that the cage is placed per Section 803; 2016 Edition.
Drilled Shafts	29	Verify that the top of the cage is at the proper elevation.

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Category Description Section 804; 2016 Edition	Check List Number	Check List Description
Pre-Pile Driving	1	When pre-forming pile holes, verify that DB complies with hole sizes and depths covered in the Contract Documents. The void between pile and hole must be filled with approved sand or grout.
Pre-Pile Driving	2	For concrete piles, verify that the proper number of lifting points is used. Piles must also be stored properly.
Pre-Pile Driving	3	Prestressed concrete piles must be inspected for defects as soon as possible upon delivery to the project site. Defects must be reported to the CQAM as soon as possible, but in any case, prior to use.
Pre-Pile Driving	4	Verify jetting operations. Jetting requirements include: no jetting in completed embankments, jetting and driving with external jets requires 2 jets, specific jet nozzle placement; all piles in a group must be jetted prior to driving where practical; and pumps, supply lines and jet pipes per Pile Installation Plan (PIP).
Pre-Pile Driving	5	Verify that Pre-drilling of holes through compacted fill or as starter holes complies with the specifications.
Pre-Pile Driving	6	For proprietary mechanical pile splices - threaded rebars must penetrate into the splice plate at least the distance specified in the shop drawings - verify by measuring the distance from plate top to bar end. (Good practice). Verify that the splice is listed on the AML. Verify Buy America provisions are met, if applicable.
Pre-Pile Driving	7	Verify jetting operations. Jetting requirements include: no jetting in completed embankments, jetting and driving with external jets requires 2 jets, specific jet nozzle placement; all piles in a group must be jetted prior to driving where practical; and pumps, supply lines and jet pipes per Pile Installation Plan (PIP).
Pre-Pile Driving	8	Verify that Pre-drilling of holes through compacted fill or as starter holes complies with the specifications.
Pre-Pile Driving	9	For proprietary mechanical pile splices - threaded rebars must penetrate into the splice plate at least the distance specified in the shop drawings - verify by measuring the distance from plate top to bar end. (Good practice). Verify that the splice is listed on the AML. Verify Buy America provisions are met, if applicable.

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Category Description Section 804; 2016 Edition	Check List Number	Check List Description
Pile Driving	1	Verify Pile Installation Plan and WEAP data
Pile Driving	2	Verify pile type, size, and approved lengths and Certificate of Delivery (CD)
Pile Driving	3	Comply with the pile driving criteria, making sure of not exceeding the maximum strokes defined in the driving criteria letter. Do not drive under refusal conditions.
Pile Driving	4	Verify that DB maintains proper alignment of leads and pile within tolerances.
Pile Driving	5	Verify pile driving log, keeping special driving procedures and precautions in mind. For open-end diesel hammers, a device to determine ram stroke is required. Detailed bearing and penetration requirements are covered in the specifications. Detailed set check and redrive procedures are covered in the Specifications related to blow count interval, same pile cushion, and hammer warm up.
Pile Driving	6	Splices and Buildups for concrete and steel piles must be performed properly. Verify condition and alignment of pile
Pile Driving	7	Final pile top elevation and alignment must be within tolerance, (strands and reinforcement must be severed prior to breaking of piles that require cut off and pile must be visually checked for deficiencies after driving is complete).
Pile Driving	8	Verify bearing capacity as per plans

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 805;806; 2016 Edition	Check List Number	Check List Description
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	1	The ground on which concrete or formwork shall be supported for pile and drilled shaft footings must be prepared and compacted properly, prior to form setting.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	2	Form material must be approved and must have the proper dimensions, chamfers, positioning, bracing, friction collars, release agent, and be free of dirt or any other debris. CQAM must approve forms, including Stay-In-Place (SIP), prior to concrete placement. Check for coating defects on all surfaces of polymer coated SIP form elements prior to their installation.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	3	Falsework should be reviewed by the CQAM prior to any concrete placements. Falsework and shoring requiring shop drawings must be inspected and certified by the Specialty Engineer prior to concrete placement.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	4	Storing, placing, and tying rebar must be done properly.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	5	Rebar placing, tying and support concerns: placement tolerances, securing and lapping of splices, mortar block composition and fastening. If form bottom is 12 feet or less above mean high water and environment is extremely aggressive, use of metal chairs or bolsters in contact with forms is not permitted. In slightly aggressive environments, continuous rails of steel bolsters are permitted to be in direct contact with removable forms. Molded plastic rails may not be in contact with removable forms.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	6	Footing rebars: use double strand single tie at all perimeter intersections and at alternating interior intersections.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	7	Column hoops shall be tied to the vertical bars at every intersection by a cross or figure 8 tie.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	8	Verify that bars are placed within 1" of plan position.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	9	For footing: Verify that bottom mat of reinforcing steel is supported.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	10	For Footing: Verify that bottom clearance of reinforcing steel is within 1/2 inch of vertical plan position
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	11	For Footing: Verify top clearance of top mat.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	12	For Footing: Verify that spacing between mats is per plan.

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Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	13	For Footing: Verify that top mat is adequately supported.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	14	For Footing/Stems/Columns/Backwalls: Verify that reinforcing steel is tied 100% at periphery and at alternating intersections inside.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	15	For Caps: Verify that reinforcing steel is tied 100% at every intersection.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	16	Verify that clearances at ends and sides of bars are within 1" of plan clearance.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	17	Verify that bars are clean and free from loose rust, scale, etc.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	18	Verify that extended bars are located within 1/2 inch of plan location and held securely.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	19	For Stems/columns/backwalls: Verify that age/strength requirements are met for the footing prior to placing forms.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	20	For Stems/Columns/Backwalls and CAPs: Verify that reinforcing is held off of forms.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	21	For CAPS: Verify that age/strength requirements are met for column prior to placing forms.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	22	For CAPS: Verify the pedestal elevation is per plan.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	23	Wall rebars shall be tied with a cross or figure 8 tie at all perimeter intersections and at a minimum, every third interior intersection.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	24	Beam and cap rebars: Heavy beam bolsters must be used for bottom and top mats of rebars and spacing and positioning is critical. Tying shall be double strand single ties at all intersections.
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	25	Verify bars and spirals are on AML and CA is on file. Sample if CA not provided (OVF to submit to Materials Lab)
Bridge Structures - General Concrete - Forming and Placing and Tying Rebars	26	Verify mechanical butt splices are on AML. OVF to submit to Materials Lab. Verify in documentation system.

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Category Description Section 805;806; 2016 Edition	Check List Number	Check List Description
Bridge Structures - General Concrete - Placing Concrete	1	There are temperature restrictions for mixing and placing concrete when very hot or very cold, requirements for keeping concrete warm when cold and for retarding when hot, and for monitoring mass concrete temperature gradient. Do not remove the temperature control mechanisms until the core temperature is within 50 degrees F of the ambient temperature.
Bridge Structures - General Concrete - Placing Concrete	2	Concrete shall not be placed until foundations, forms, falsework and rebars have been inspected and approved.
Bridge Structures - General Concrete - Placing Concrete	3	Placement concerns: placement in the final position and in level layers, no movement with a vibrator, no displacement of rebars, no aggregate segregation or separation, and vibrations from adjacent equipment or operations must be controlled.
Bridge Structures - General Concrete - Placing Concrete	4	Belt conveyors for concrete placement must be approved.
Bridge Structures - General Concrete - Placing Concrete	5	If concrete is pumped, the spec. requirements must be met.
Bridge Structures - General Concrete - Placing Concrete	6	Special requirements for placement in successive layers. Ensure vibrator penetration into underlying layer.
Bridge Structures - General Concrete - Placing Concrete	7	Number, type and size of vibrators must be approved and they shall be inserted and withdrawn as near to plumb as possible in a slow and steady manner. Circles of vibrator influence shall overlap to ensure that the entire placement is adequately vibrated. Proper vibration is particularly critical in areas where concrete flow is restricted by dense reinforcement or where concrete shall not readily flow since these areas have a high probability of forming voids or honeycomb.
Bridge Structures - General Concrete - Placing Concrete	8	Columns shall be placed in one continuous operation unless construction joints are shown in the Plans.
Bridge Structures - General Concrete - Placing Concrete	9	For slabs, screeding system must be demonstrated and approved prior to placement and concrete must be placed in continuous strips (transverse or longitudinal) with no time for initial set between strips except at planned joints.
Bridge Structures - General Concrete - Placing Concrete	10	Unhardened concrete must be completely protected from rain and runoff by an approved system. Do not place concrete during rain.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 805; 901; 2016 Edition	Check List Number	Check List Description
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	1	No further curing is required if forms are kept in place, without loosening, for a least 72 hours but if before 72 hours, an approved curing method must be used.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	2	Proper application of an approved membrane curing compound at 1 gallon/100 square feet (.09gal/Sq. Yd) of surface area.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	3	Covers for continuous moisture curing shall be kept continuously wet for at least 7 days; 14 days for decks
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	4	Construction joints must be cured using either continuous moisture or curing blankets method.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	5	Time of removal of forms shall be determined from compressive strength tests as per Section 805.07; 2016 Edition.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	6	Concrete in cofferdams must not be exposed to the action of water prior to final set and must not be exposed to salt or brackish water for 7 days after placement.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	7	Remove form tie ends and irregular projections and patch void, honeycomb and form tie voids with mortar material and use methods that comply with specs.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	8	For mass elements, the Contractor is required to provide temperature readings to the CQAM as they are determined.
Bridge Structures - General Concrete - Curing, Form Removal, and Final Finishing	9	For mass elements Section 901.12; 2016 Edition and the requirements of the mass concrete plan.

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Category Description Section 805; 901; 2016 Edition	Check List Number	Check List Description
Bridge Structures - General Concrete - Crack Inspection	1	Inspect concrete surfaces as soon as surfaces are fully visible after casting, between 7 and 31 days after the component has been burdened with full dead load, and a minimum of 7 days after the bridge has been opened to full unrestricted traffic.
Bridge Structures - General Concrete - Crack Inspection	2	Measure the width, length, depth (coring may be needed), termination points and precise location of all cracks and display, to scale, the results on a drawing referred to as a crack map. After initial inspection determine the cause of the cracks, monitor the cracks and document the growth of individual cracks. Use a pocket microscope to measure crack widths of 25 mils or less. Determine if cracks are structural or nonstructural and determine the repair of nonstructural cracks.

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Category Description Section 807; 2016 Edition	Check List Number	Check List Description
Bridge Structures - Beams	1	Verify that MOT setup is per approved plan.
Bridge Structures - Beams	2	Verify Certificate of Delivery (CD) and inspector's stamp of approval
Bridge Structures - Beams	3	Verify shop drawings and mill test reports
Bridge Structures - Beams	4	Store concrete beams in an upright position on proper dunnage, support at the proper locations under the beam and report excess camber or sweep. Prestressed beams must be inspected for defects upon delivery to the project site and defects must be reported to the CQAM immediately.
Bridge Structures - Beams	5	Concrete Beams shall be handled carefully and lifted only at pickup points identified in the Contract Documents.
Bridge Structures - Beams	6	Verify that the crane leads are securely attached and lifting is done in a safe manner.
Bridge Structures - Beams	7	Concrete and steel beams should be erected according to the framing plan and the centerline of beam bearing point must coincide with the centerline of the bearing area, longitudinally and transversely. For construction affecting public safety, beam stability calculations must be submitted for CQAM review as well as an erection plan by a Specialty Engineer who must personally inspect the initially erected structure in the field. Daily Contactor inspections of erected members are required until diaphragms and cross frames or decks are in place. For all steel, erection plan must be reviewed by the CQAM prior to the start of erection.
Bridge Structures - Beams	8	Store steel beams according to item 5 above, and surfaces should be kept free of dirt, oil or any other foreign matter. Shear studs must be installed in the field only and results of shear stud bend tests must be recorded.
Bridge Structures - Beams	9	Field assembly of steel beam component parts shall be done by the use of methods and devices unlikely to produce damage by twisting, bending or otherwise deforming the metal and if weathering steel, meet special requirements. For all beams, assembly and disassembly of falsework that temporarily supports any permanent structural component must be in compliance with erection plan and approved shop drawings. Immediately report violations of the erection plan, or falsework systems that seem to be inadequate, to the CQAM.
Bridge Structures - Beams	10	During steel beam erection, before bolting, beams shall be adjusted to correct grade and alignment and field connections shall be securely drift-pinned before bolting - at least 50% of bolts should be in place at major connections prior to release. Conduct a substructure survey prior to erection and report discrepancies to the CQAM for resolution. Correction of significant beam misalignments must be approved by the EOR before implementation.
Bridge Structures - Beams	11	Concerns for all beams: damage or flaws such as kinks, warps, bends, cracks, plates out of plumbness or squareness; pickup points in proper location; producer acceptance stamp, certification and beam identification; proper storage; correct beam lengths prior to shipment;

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

		erect beams at fixed bearings first; and do not place the weight of the superstructure or of beams on the caps until the cap concrete has reached allowable compressive strength.
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Category Description Section 805; 806; 2016 Edition	Check List Number	Check List Description
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	1	Removable form concerns: form material and dimensions, accurate positioning, and adequate capacity to support the load of plastic concrete.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	2	Stay-in-place (SIP) metal form systems must conform to Section 805.03.5 and 1013.28; 2016 Edition. Check for coating defects on all surfaces of polymer coated SIP form elements prior to their installation.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	3	For prestressed concrete beam superstructures, check beam cambers and adjust forms for deviations in camber from those shown in the Plans. Discuss this issue at the preconstruction conference.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	4	Expansion joints may be placed before or after grinding but must be within strict tolerances in either case.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	5	Rebars shall be stored properly and be free of foreign matter. Hot bending, welding or flame cutting are not allowed.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	6	Each rebar shall be tied within 1" of plan position and splices shall be securely clamped or tied.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	7	Tying for each mat: a double strand single tie used at every intersection on the periphery and for all other intersections, every third location.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	8	Use of metal chairs, ties, hangers for reinforcement support. Precast concrete blocks have to be approved by CQAM
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	9	Performed after rebars have been placed and screed rails and headers are set. Thickness and clearances should be checked in every bay at longitudinal intervals not greater than 10 ft.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	10	Deck thickness and rebar clearance measurements should be taken from the bottom of the screed rollers and the screed rollers should be directly over the point where the measurement is to be taken. No deck concrete placement shall be allowed if the deck thickness measurement during the dry run is less than the required plan thickness. Check haunch depths.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	11	Verify dimension of overhangs.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	12	Verify shape, slope, and drip-notch at overhangs.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	13	Verify chamfers are used where required.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	14	Verify side forms are vertical.

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Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	15	Verify cross-slope of forms at several locations.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	16	Verify spacing of overhang bucks is close enough to prevent deflection.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	17	Verify that panels are not bent or damaged.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	18	Verify that construction joints are located at the bottom of a flute.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	19	Verify that 1/4-inch holes are drilled at no more than 12 inches spacing for drainage.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	20	Verify that re-bars splices are lapped in accordance with plans.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	21	Verify that re-bar is tied 100% on periphery and at every third intersection elsewhere.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	22	Verify that slab bolsters for the bottom mat are not more than four feet apart.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	23	Verify that bottom mat clearance is within 1/4 inch of plan.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	24	Verify clearances at ends of bars.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	25	Verify certification of welders installing the shear studs.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	26	Verify spacing of shear studs in accordance with shop drawings and plans.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	27	Verify that arc-shields are in place prior to start of welding.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	28	Verify cleanliness of studs and beam flanges.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	29	Perform 45-degree bend test on first two studs on each beam.

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Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	30	Verify that screed does not dislocate barrier reinforcing steel.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	31	Verify that screed is set to proper cross-slope.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	32	Verify that there are no leaks (hydraulic fluid, fuel) from the screed.
Bridge Structures - Concrete Decks - Forming, Placing and Tying Rebars, and Screed Dry Run	33	Verify that there is sufficient run-off for the screed to completely finish the deck.

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Category Description Section 805; 901; 2016 Edition	Check List Number	Check List Description
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	1	Do not place bridge deck concrete if during placement the average wind velocity forecast exceeds 15 mph as reported by the National Weather Service.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	2	Approvals required for screed or strike off device and concrete placed in continuous strips (transverse or longitudinal) with no time for initial set between strips except at planned joints.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	3	Continuous beam decks must be placed according to the pouring sequence in the Plans. For continuous slabs placed in accordance with a pouring sequence, locate transverse construction joints at the bottom of a stay-in-place form flute.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	4	Minimum concrete placement rate specified in Table 805-5; 2016 Edition. All deck concrete between construction joints must be in place before initial set of any of the concrete begins.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	5	Temporary erection supports must be released for steel beams before deck placement. Intermediate diaphragms must be poured at least 48 hours before deck placement.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	6	Unhardened concrete must be completely protected from rain and runoff by a system that does not make contact with the concrete. Do not place concrete during rain.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	7	Forms and rebar shall be sprayed with fresh cool water just prior to placement of concrete for decks in hot weather. If re-spraying of forms and rebars is required after concrete placement starts, never spray onto the fresh concrete unless specifically authorized by the CQAM.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	8	Prior to all concrete placements, all bulkheads and rails must be set to proper grade and the screed must adjust for all variances.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	9	Intermediate screed rails are not permitted and the screed must comply with the specification.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	10	For short and miscellaneous bridges, the deck must be longitudinally straight edged with a 10-ft. straightedge, half lapped, 5 ft. transversely.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	11	the deck must meet or exceed the profilograph smoothness criteria in LADOTD APPLICATION OF QUALITY ASSURANCE SPECIFICATIONS FOR PORTLAND CEMENT CONCRETE AND STRUCTURES
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	12	For short and miscellaneous bridges after water sheen and before initial set, the deck surface must be finished with burlap drag, fine broom or float. No blemishes, marks, or scratches are allowed greater than 1/16" in depth.
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	13	Verify tine texturing (1/span/day) (documentation audit)

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Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	14	Proper application of an approved membrane curing compound at 1 gallon/100 square feet (.09gal/Sq. Yds.) of surface area. Verify membrane on AML and CC in documentation system (documentation audit)
Bridge Structures - Concrete Decks - Placing Deck Concrete, Screeding and Finishing	15	Verify pre-pour conference is held and in doc documentation system (documentation audit)

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Category Description Section 805; 810; 2016 Edition	Check List Number	Check List Description
Barrier Wall (Permanent)	1	Falsework should be reviewed by the CQAM prior to any concrete placements. Falsework and shoring requiring shop drawings must be inspected and certified by the Specialty Engineer prior to concrete placement.
Barrier Wall (Permanent)	2	Form material must be approved and must have the proper dimensions, chamfers, positioning, bracing, friction collars, release agent, and be free of dirt or any other debris. CQAM must approve forms, including Stay-In-Place (SIP), prior to concrete placement. Check for coating defects on all surfaces of polymer coated SIP form elements prior to their installation.
Barrier Wall (Permanent)	3	Verify that forms are smooth and mortar-tight.
Barrier Wall (Permanent)	4	Verify alignment of forms, vertically and horizontally.
Barrier Wall (Permanent)	5	Verify that forms are securely in place and will withstand concrete flow and vibration.
Barrier Wall (Permanent)	6	Verify that forms are securely held down to prevent uplift.
Barrier Wall (Permanent)	7	Slip formed traffic barrier concerns: guide string alignment, adequate slip forming machine operation and vibrators, clean deck surface, and rebar cover adjustments made just before the slip former passes.
Barrier Wall (Permanent)	8	Verify clearances on reinforcing steel (back, front, and ends).
Barrier Wall (Permanent)	9	Verify that reinforcing steel is tied sufficiently in accordance with the specifications.
Barrier Wall (Permanent)	10	Verify that spacers used to hold reinforcing steel off of forms have plastic tips.
Barrier Wall (Permanent)	11	Verify location of expansion and contraction joints.
Barrier Wall (Permanent)	12	Verify that all inserts for lighting, etc. are located in accordance with the plans.
Barrier Wall (Permanent)	13	Verify that all inserts are held securely in place.
Barrier Wall (Permanent)	14	Verify that expansion couplings are in place on conduits where the barrier wall has expansion joints.
Barrier Wall (Permanent)	15	Verify that all conduits and piping are water-tight and will not allow intrusion of concrete paste.
Barrier Wall (Permanent)	16	Verifying that concrete being delivered is of an approved mix design for this project.
Barrier Wall (Permanent)	17	Verify the finished concrete surfaces meet specs
Barrier Wall (Permanent)	18	Verify bars are on AML and CA is in documentation system (documentation audit). Sample if CA not provided (OVF to submit to Materials Lab)
Barrier Wall (Permanent)	19	Verify sampling and testing of concrete in accordance Concrete Materials - Sampling and Testing (structural concrete) module

APPENDIX F-1: MINIMUM OVf ITEM INSPECTION CHECKLISTS

Category Description Section 807; 2016 Edition	Check List Number	Check List Description
Bridge Structures - Bolts	1	Fastener assemblies shall comply with all materials specs including all required certifications, bolt material test reports, rotational-capacity test reports done by the manufacturer or distributor and be sampled and tested properly.
Bridge Structures - Bolts	2	A bolt LOT tracking and enforcement system shall be maintained during every operation until complete.
Bridge Structures - Bolts	3	Approved bolt lubricants shall be used and proper procedures shall be used for lubricating the required fastener components.
Bridge Structures - Bolts	4	Fastener assembly components shall be packaged, handled and stored properly.
Bridge Structures - Bolts	5	A bolt rotational-capacity per Section 807.05.2.1; 2016 Edition shall be performed at the project site on a minimum of two units of each combination of high strength fastener assemblies prior to their installation.
Bridge Structures - Bolts	6	For general bolt installation, each fastener assembly shall be tightened to at least the tension shown in the specs and there are strict procedures for performing tightening.
Bridge Structures - Bolts	7	Detailed procedures must be followed to establish the correct snug tight torque.
Bridge Structures - Bolts	8	Before bolting begins, connection plate surfaces must be in the proper condition, unless otherwise shown in the Plans, the bolt holes must meet the bolt hole geometry specified in the specification. The plate and hole alignment methods must be done properly.
Bridge Structures - Bolts	9	For snugging bolts in the connection, if an impact wrench is used, the wrench must be set at or above the daily snug tight torque - the inspector should witness the snugging of each bolt. Bolts should be tightened per the spec. requirements for snugging.
Bridge Structures - Bolts	10	For final tightening of the connection, the Turn-Of-Nut or DTI (twist-off bolts are not permitted) method requires very detailed procedures. An inspector must witness the turning of every nut and a washer must be under the element that is turned.
Bridge Structures - Bolts	11	Detailed procedures must be followed for mating and final tightening of bolts for highway sign, traffic signal and lighting structures.
Bridge Structures - Bolts	12	Detailed procedures must be followed for setting, mating and final tightening of nuts on anchor bolts for beam bearings, steel poles, steel mast arms, monotube assemblies and highway sign structures.
Bridge Structures - Bolts	13	Verify that bolts threads are not damaged when placed in connections.
Bridge Structures - Bolts	14	Witness testing of in-place bolts for snug-tight torque.
Bridge Structures - Bolts	15	Verify that the nut is the element being turned unless unable to do so. If bolt head is turned, verify placement of a washer under the bolt head.
Bridge Structures - Bolts	16	Verify that all bolts are all least flush with the flat of the nuts, with no recess, after tightening.
Bridge Structures - Bearings/Beams/Bolts - Buy America	17	Except for steel with a cost of less than 0.1% of total contract amount or \$2,500.00, whichever is greater, steel and iron must be produced in

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

		the U.S. for federally funded projects. Approval to be obtained from LADOTD Construction Engineering Administrator.
Bridge Structures – Bolts	18	Copy of CA to be submitted to Materials Lab with samples (1/type/diameter/heat). Verify results are in documentation system (documentation audit)
Bridge Structures – Bolts	19	Verify Rotational Capacity tests are in documentation system (documentation audit)
Bridge Structures – Bolts	20	Verify wrench calibration and job inspection torque results are in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 811; 2016 Edition	Check List Number	Check List Description
Steel Coating (Painting)	1	Verify that the coating products and systems meet the requirements of Section 811; 2016 Edition and listed on the Departments AML. Use thinners, solvents and cleaners listed on the coating manufacturer's product data sheet. Use caulks that are paintable, compatible with the coating system and recommended by the coating manufacturer as part of the coating system. Store materials in conformance with the manufacturer's recommendations.
Steel Coating (Painting)	2	Isolate the work areas with containment devices, canvasses, tarpaulins or screens during all surface preparation and coating application operations. Dispose of all debris and waste products generated in accordance with all Federal, State and Local regulations.
Steel Coating (Painting)	3	Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants.
Steel Coating (Painting)	4	For areas requiring blast cleaning, verify that profile has been accepted.
Steel Coating (Painting)	5	Verify that non-welded, plate connections are caulked or sealed per Section 811; 2016 Edition.
Steel Coating (Painting)	6	Do not spray coating when the measured wind speed in the immediate coating area is above 15 miles per hour. Do not apply coatings when contamination from rainfall is imminent or when the ambient air temperature, relative humidity, dew point temperature, or temperature of the steel is outside limits of the coating manufacturer's product data sheet.
Steel Coating (Painting)	7	Verify the coating is applied by certified applicators, if applicable.
Steel Coating (Painting)	8	Protect all surfaces and working mechanisms not intended to be coated during the application of coatings. Clean surfaces that have been contaminated with coatings until all traces of the coating have been removed.
Steel Coating (Painting)	9	Verify paint is mixed according to the manufacturer's recommendation.
Steel Coating (Painting)	10	Use coating application equipment and apply coatings per the coating manufacturer's product data sheet. Apply coatings to the thickness as identified in the manufacturer's product data sheet. After application of each coat, thoroughly inspect the surfaces and measure the dry film thickness (DFT) in accordance with SSPC-PA 2.
Steel Coating (Painting)	11	Apply each coat free of runs, sags, blisters, bubbles, and mud cracking; variations in color, gloss, or texture; holidays; excessive film buildup; foreign contaminants; orange peeling; and overspray.

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 813;806; 2016 Edition	Check List Number	Check List Description
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	1	The ground on which concrete or formwork must be prepared and compacted properly, prior to form setting.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	2	Form material must be approved and must have the proper dimensions, release agent, and be free of dirt or any other debris.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	3	Storing, placing, and tying rebar must be done properly.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	4	Rebar placing, tying and support concerns: placement tolerances, securing and lapping of splices, mortar block composition and fastening
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	6	use double strand single tie at all perimeter intersections and at alternating interior intersections.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	7	Verify that bars are placed within 1" of plan position.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	8	Verify that bottom mat of reinforcing steel is supported.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	9	Verify that bottom clearance of reinforcing steel is within 1/2 inch of vertical plan position
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	10	For Footing: Verify top clearance of top mat.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	11	For Footing: Verify that spacing between mats is per plan.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	12	For Footing: Verify that top mat is adequately supported.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	13	Verify that reinforcing steel in tied 100% at periphery and at alternating intersections inside.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	14	Verify that clearances at ends and sides of bars are within 1" of plan clearance.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	15	Verify that bars are clean and free from loose rust, scale, etc.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	16	Verify that extended bars are located within 1/2 inch of plan location and held securely.
Approach Slabs - General Concrete - Forming and Placing and Tying Rebars	17	Verify bedding material has been approved and results are in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 813;806; 2016 Edition	Check List Number	Check List Description
Approach Slabs - General Concrete - Placing Concrete	1	Verify all materials have been sampled and tested
Approach Slabs - General Concrete - Placing Concrete	2	Concrete shall not be placed until forms and rebars have been inspected and approved.
Approach Slabs - General Concrete - Placing Concrete	3	Placement concerns: placement in the final position and in level layers, no movement with a vibrator, no displacement of rebars, no aggregate segregation or separation, and vibrations from adjacent equipment or operations must be controlled.
Approach Slabs - General Concrete - Placing Concrete	4	If concrete is pumped, the spec. requirements must be met.
Approach Slabs - General Concrete - Placing Concrete	5	Number, type and size of vibrators must be approved and they shall be inserted and withdrawn as near to plumb as possible in a slow and steady manner. Circles of vibrator influence shall overlap to ensure that the entire placement is adequately vibrated. Proper vibration is particularly critical in areas where concrete flow is restricted by dense reinforcement or where concrete shall not readily flow since these areas have a high probability of forming voids or honeycomb.
Approach Slabs - General Concrete - Placing Concrete	6	For slabs, screeding system must be demonstrated and approved prior to placement and concrete must be placed in continuous strips (transverse or longitudinal) with no time for initial set between strips except at planned joints.
Approach Slabs - General Concrete - Placing Concrete	7	Unhardened concrete must be completely protected from rain and runoff by an approved system. Do not place concrete during rain.
Approach Slabs - General Concrete - Placing Concrete	8	Verify bars are on AML and CA is in documentation system (documentation audit). Sample if CA not provided (OVF to submit to Materials Lab)
Approach Slabs - General Concrete - Placing Concrete	9	Verify compressive strength (3 cylinders/pour) and results are in documentation system (documentation audit)
Approach Slabs - General Concrete - Placing Concrete	10	Verify straight edge surface tolerance is taken and results are in documentation system (documentation audit)
Approach Slabs - General Concrete - Placing Concrete	11	Verify joint sealant materials and lubricant adhesive are on AML and CD's are in documentation system (documentation audit)

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Category Description Section 813; 805; 901; 2016 Edition	Check List Number	Check List Description
Approach Slabs - General Concrete - Curing, Form Removal, and Final Finishing	1	No further curing is required if forms are kept in place, without loosening, for a least 72 hours but if before 72 hours, an approved curing method must be used.
Approach Slabs - General Concrete - Curing, Form Removal, and Final Finishing	2	Proper application of an approved membrane curing compound at 1 gallon/100 square feet (.09gal/Sq. Yd) of surface area.
Approach Slabs - General Concrete - Curing, Form Removal, and Final Finishing	3	Covers for continuous moisture curing shall be kept continuously wet for at least 7 days
Approach Slabs - General Concrete - Curing, Form Removal, and Final Finishing	4	Construction joints must be cured using either continuous moisture or curing blankets method.
Approach Slabs - General Concrete - Curing, Form Removal, and Final Finishing	5	Time of removal of forms shall be determined from compressive strength tests as per Section 805.07; 2016 Edition.
Approach Slabs - General Concrete - Curing, Form Removal, and Final Finishing	6	Verify tine texturing is taken (2/slab) and results are in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 814; 2016 Edition	Check List Number	Check List Description
Bridge Structures - Bearings	1	Verify bearing design, fabrication, and installation plan
Bridge Structures - Bearings	2	Verify materials sampling and testing and certificates
Bridge Structures - Bearings	3	Beam seat/pedestal concerns: proper elevation, concrete bearing surface planeness and levelness, surface free of irregularities, proper placement of bearings relative to survey marks.
Bridge Structures - Bearings	4	Anchor bolt and bearing plate concerns: location, tolerances and installation of anchor bolts and bearing plates, bolt material per spec., expansion plate adjustments for temperature, proper setting method, bolt holes not through rebars.
Bridge Structures - Bearings	5	Neoprene pads shall meet material specs including tolerances, pot/disc bearings shall be manufacturer certified and conform to specs and be protected from the elements prior to placement, manufacturer's representative on site during installation, installation by manufacturer's recommendations and the shop drawings.
Bridge Structures - Bearings	6	Verify that dimensions match the shop drawings.

APPENDIX F-1: MINIMUM OVf ITEM INSPECTION CHECKLISTS

Category Description Section 901; 2016 Edition	Check List Number	Check List Description
Concrete Materials - Mixing and Delivery of Concrete	1	Cold weather placements: mixing and not permitted if below 45 F.
Concrete Materials - Mixing and Delivery of Concrete	2	Hot weather placements: approved hot weather mix required if concrete temperature is above 85 F. Concrete rejected if over 90 F.
Concrete Materials - Mixing and Delivery of Concrete	3	Transit time: reject concrete in agitator trucks that exceeds 90 minutes (retarded) prior to discharge.
Concrete Materials - Mixing and Delivery of Concrete	4	When concrete placement stops for 90 min. or more, perform initial plastic properties tests on the next batch.
Concrete Materials - Mixing and Delivery of Concrete	5	Concrete delivery ticket information is completely and accurately entered with required signatures prior to start of concrete placement.
Concrete Materials - Mixing and Delivery of Concrete	6	Batch weights are within 1% of the design mix quantities and all cementitious materials are added together for the verification. Coarse and fine aggregate are verified separately. If any are out of tolerance, DB notified and Plant notified so corrective action can be taken.
Concrete Materials - Mixing and Delivery of Concrete	7	Batch ticket must be in ready mix truck, if not, load rejected
Concrete Materials - Mixing and Delivery of Concrete	8	Drum revolution counter must be operating properly, if not, note on Batch Ticket card.
Concrete Materials - Mixing and Delivery of Concrete	9	Water measuring device on truck must operate properly and calibration information must be in truck.
Concrete Materials - Mixing and Delivery of Concrete	10	Water must not be added at the jobsite prior to slump testing and if the test is within the tolerance slump range, water may be added.
Concrete Materials - Mixing and Delivery of Concrete	11	If jobsite water is added, mix concrete an additional 30 revolutions at mixing speed per spec.; however, do not add water after the total number of drum revolutions exceeds 130.
Concrete Materials - Mixing and Delivery of Concrete	12	If slump is within tolerance, the load can be placed but if slump is outside tolerance, reject the load. Concrete placement may proceed for the QC truck and the load after the QC truck while plastic properties tests are in progress.
Concrete Materials - Mixing and Delivery of Concrete	13	For high slump or self-consolidating concrete, a grate must be placed over conveyance equipment to capture lumps and balls.
Concrete Materials - Mixing and Delivery of Concrete	14	Verify ready mixer is certified

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 901; 2016 Edition	Check List Number	Check List Description
Concrete Materials - Sampling and Testing	1	Verify all materials and admixtures have been sampled and approved
Concrete Materials - Sampling and Testing	2	Verify all mix designs have been submitted and accepted
Concrete Materials - Sampling and Testing	3	Cold weather placements: mixing and not permitted if below 45 F.
Concrete Materials - Sampling and Testing	4	Hot weather placements: approved hot weather mix required if concrete temperature is above 85 F. Concrete rejected if over 90 F.
Concrete Materials - Sampling and Testing	5	Transit time: reject concrete in agitator trucks that exceeds 90 minutes (retarded) prior to discharge.
Concrete Materials - Sampling and Testing	6	When concrete placement stops for 90 min. or more, perform initial plastic properties tests on the next batch.
Concrete Materials - Sampling and Testing	7	Samples must be taken at the point of final placement: end of buckets, convey or belts, pump hoses or chutes except that when discharged directly from mixer into bucket within 20 minutes, samples may be taken directly from mixer. Samples must be the composite of two portions.
Concrete Materials - Sampling and Testing	8	Maximum LOT size must be per spec. and acceptance samples must be randomly selected by load number then taken from center of load.
Concrete Materials - Sampling and Testing	9	Sampling and testing equipment in proper condition and calibration: thermometers, slump cones, pressure meters (PM)/rollameters (RM), cylinder molds.
Concrete Materials - Sampling and Testing	10	Concrete temperature must be measured correctly.
Concrete Materials - Sampling and Testing	11	W/C ratio must be computed correctly.
Concrete Materials - Sampling and Testing	12	Percent air test must be performed correctly.
Concrete Materials - Sampling and Testing	13	Slump test must be performed correctly.
Concrete Materials - Sampling and Testing	14	Concrete sample cylinders must be prepared properly at the site, curing boxes and tanks at the site must be maintained according to specs and all cylinders shall be clearly identified as outlined in the Sample/Lot Numbering System instructions
Concrete Materials - Sampling and Testing	15	Cylinder transported from field to lab in proper manner and must be at the lab within 48 hours of placement in molds.
Concrete Materials - Sampling and Testing	16	Provide Sample ID's properly filled out.
Concrete Materials - Sampling and Testing	17	Concrete Admixtures-Verify in AML and CC is in documentation system

APPENDIX F-1: MINIMUM OVf ITEM INSPECTION CHECKLISTS

Concrete Materials - Sampling and Testing	18	Aggregates (Pavement)- Fine & Course-Verify in AML. 1/five pavement lot (1:5 ratio) Verification. 1/pavement lot (documentation audit). No sample for Type B or D. Blended Type B and D: Verify in AML; 1/five pavement lot (1:5 ratio) Verification. 1/pavement lot (documentation audit)
Concrete Materials - Sampling and Testing	19	Aggregates (Structural and Minor concrete)-Verify in AML. 1/five lots (1:5 ratio) Verification. 1/ lot (documentation audit)
Concrete Materials - Sampling and Testing	20	Cement- verify on AML and CD is in documentation system
Concrete Materials - Sampling and Testing	21	Concrete (Minor): Compressive strength- 3cyl/250 CY (1:5 ratio) verification; Compressive strength-3cyl/50 CY (documentation audit); Mix Design-1/mix class or type/material source/plant-perform acceptance & Verify in document system. Slump- 1/250 CY (1:5 ratio) verification; Slump- 1/50 CY (documentation audit); Air- 1/250 CY (1:5 ratio) verification (if req'd); Air- 1/50 CY (documentation audit) (if req'd)
Concrete Materials - Sampling and Testing	22	Concrete (Paving): Mix Design-1/mix class or type/material source/plant-perform acceptance & Verify in document system; Slump- 1/two and half day (1:5 ratio) verification; Slump- 1/half day (documentation audit); Air- 1/two and half day (1:5 ratio) verification (if req'd); Air- 1/half day (documentation audit) (if req'd); Unit Weight-Observation verificationTemperature-1/5 trucks (documentation audit); Temperature-1/25 trucks (1:5 ratio) verification; Unit Weight-Observation verification
Concrete Materials - Sampling and Testing	23	Concrete (Structural): Compressive strength/surface resistivity- 3cyl/5 batches; 2 batches per lot (1:5 ratio) verification; Compressive strength /surface resistivity- 3cyl/ batches; 2 batches per lot (documentation audit); Mix Design-1/mix class or type/material source/plant-perform acceptance & Verify in document system; Slump- 1/set of compressive cylinders (documentation audit)Slump- 1/five sets of compressive cylinders (1:5 ratio) verification; Air- 1/five sets of compressive cylinders (1:5 ratio) verification; Air- 1/set of compressive cylinders (documentation audit); Temperature-1/25 trucks (1:5 ratio); Temperature-1/5 trucks (documentation audit); Unit Weight-Observation verification;
Concrete Materials - Sampling and Testing	24	Fly ash-verify AML and submit 1 sample per shipment to Materials Lab-verify in documentation system
Concrete Materials - Sampling and Testing	25	Water- verify potable water being used

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Category Description Section 805; 901; 2016 Edition	Check List Number	Check List Description
Concrete Materials - Mass Concrete	1	Cold weather placements: mixing and not permitted if below 45 F.
Concrete Materials - Mass Concrete	2	Hot weather placements: approved hot weather mix required if concrete temperature is above 85 F. Concrete rejected if over 90 F.
Concrete Materials - Mass Concrete	3	Transit time: reject concrete in agitator trucks that exceeds 90 minutes (retarded) prior to discharge.
Concrete Materials - Mass Concrete	4	When concrete placement stops for 90 min. or more, perform initial plastic properties tests on the next batch.
Concrete Materials - Mass Concrete	5	Temperature control plan or revised temperature control plan approved by CQAM.
Concrete Materials - Mass Concrete	6	If 35 F differential or the maximum 160 F core limit is exceeded, adjustments must be made immediately, while heat is high, and subsequent mass placements must not proceed until CQAM approves revised plan.
Concrete Materials - Mass Concrete	7	Temperature monitoring data must be recorded at intervals of 6 hours or less until there is certainty that the maximum temperature differential and maximum core temperature has peaked and is diminishing. Data must be transmitted to the CQAM within 3 days.
Concrete Materials - Mass Concrete	8	A structural integrity and durability analysis must be performed to evaluate the component condition if the 35 F differential is exceeded.

APPENDIX F-1: MINIMUM OVf ITEM INSPECTION CHECKLISTS

Category Description Lighting Performance Spec.	Check List Number	Check List Description
Lighting	1	All of the materials used comply with the approved shop drawings and Plans.
Lighting	2	Test all components of the installation in accordance with the Contract Documents, and manufacturer's recommendations.
Lighting	3	A pre-installation meeting is conducted by CQAM with DB, maintaining agency, etc. to discuss highway lighting issues.
Lighting	4	Obtain from DB a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended, for the appropriate items.
Lighting	5	Conduit and/ or cable trenches are in straight lines at the proper depth and in accord with the layout shown in the Plans.
Lighting	6	Installation of all lighting is done in accord with approved plans and AML.
Lighting	7	Trench backfill is done per Spec. and Index.
Lighting	8	Ground rods for poles installed per Spec & Index.
Lighting	9	Provide an approved copy of all applicable shop drawings and 2 copies of the As-Built Record Plans to the maintaining agency before Final Acceptance.
Lighting	10	Ensure the surge protection devices used are approved and installed properly.
Lighting	11	Where the location of the electrical service pole requires an extension of the power company's lines, ensure DB bears all line-extension costs.
Lighting	12	All wiring shall be color coded.
Lighting	13	Make all necessary splices or connections with solderless connectors or compression sleeves. Do not use twist-on connectors if any of the conductors involved are larger than No.10.All splices shall be made in a pull box or pole base with compressive sleeves or split bolt connectors properly taped and weatherproofed.
Lighting	14	Ground rods and wires are connected properly.
Lighting	15	When placing slabs around the pull boxes and light poles, make provisions to remove forms without injury to concrete surfaces. Also, do not leave any portion of the forms in the concrete.
Lighting	16	Verify that the foundation certification package has been approved, If Applicable.
Lighting	17	Verify that the continuity testing meets the project requirements
Lighting	18	Sample anchor bolts, nuts and washers and submit to Materials Lab. Verify CA and test results are in documentation system. (documentation audit)
Lighting	19	Verify conduit has been approved by Bridge Design and is in documentation system (documentation audit)

APPENDIX F-1: MINIMUM OVF ITEM INSPECTION CHECKLISTS

Lighting	20	Verify CA for electrical conductors is in documentation system (documentation audit)
Lighting	21	Verify QC's guaranty and manufacturer's warranty has been approved by Bridge Design and is in documentation system (documentation audit)
Lighting	22	Verify High Mast Poles have been inspected and stamped and that CA and inspection reports are in documentation system (documentation audit)
Lighting	23	Verify System Tests are in documentation system (documentation audit)

APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 201 CLEARING & GRUBBING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL SOIL (HOLES)	Usable Soil	201.03	Quality Control/Acceptance/ Acceptance	-----	REFER TO SECTION 203 OF THIS APPENDIX							
	Density	201.03	Quality Control/Acceptance/ Acceptance	-----	REFER TO SECTION 203 OF THIS APPENDIX							
EROSION CONTROL MATERIALS		201.01	Quality Control/Acceptance/ Acceptance	-----	REFER TO SECTION 203 OF THIS APPENDIX							

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SECTION 202 REMOVING OR RELOCATING STRUCTURES AND OBSTRUCTIONS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL	Usable Soil	202.02	Quality Control/Acceptance	-----	REFER TO SECTION 203 OF THIS APPENDIX							
	Density	202.02	Quality Control/Acceptance									
FRIABLE ASBESTOS		202.05(b) CQCF	Quality Control/Acceptance	-----	-----	1 ADVF/ structure	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	DEQ to provide Confirmation Letter & Asbestos Disposal Verification Form (ADVF). Documents added to CQAP Documentation Database by CQCF.
UST'S	Environmentally Regulated Material	202.05(c) CQCF	Quality Control/Acceptance	-----	-----	-----	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Chain of Custody Record to become part of Permanent Project Records. Documents added to CQAP Documentation Database by CQCF.
	Tank Fill Material	205.05(c) CQCF	Quality Control/Acceptance	-----	-----	1/tank	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Fill material test report provided by Design Builder. Documents added to CQAP Documentation Database by CQCF.
CONTAMINATED SOIL		202.05(d) CQCF	Quality Control/Acceptance	-----	-----	1/site	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Certificate of Disposal to become part of Permanent Project Records. Documents added to CQAP Documentation Database by CQCF.
		202.05(d) CQCF	Quality Control/Acceptance	-----	-----	1/site	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Chain of Custody Record to become part of Permanent Project Records. Documents added to CQAP Documentation Database by CQCF.
CONTAMINATED FLUIDS		202.05(d) CQCF	Quality Control/Acceptance	-----	-----	1/site	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Chain of Custody Record to become part of Permanent Project Records. Documents added to CQAP Documentation Database by CQCF.
PAINT & TIMBER		202.05(f)(g) CQCF	Quality Control/Acceptance	-----	-----	1/site	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Certificate of Disposal to become part of Permanent Project Records. Documents added to CQAP Documentation Database by CQCF.

APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 203 EXCAVATION & EMBANKMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
EMBANKMENT, CUT & FILL AREAS	Density	203.06 203.07 203.08 203.12 CQCF	Quality Control/Acceptance	In-Place Density TR 401 In-Test Method Field Max Density TR 415 or TR 418	-----	1/1,000 lin ft./ 2-lane rdwy /lift*	-----	-----	-----	1/2 hr.	1 2 for TR415 or TR418	Visual inspection to be performed prior to taking density test. Visual inspection include proof rolling with equipment acceptable to CQCF/OVF. Shall check sufficient to ensure specifications are met
	Embankment lift (Uncompacted Thickness) or Subgrade Preparation	203.07 203.08 203.12 CQCF	Quality Control/Acceptance	-----	-----	1/1,000 lin ft./ 2-lane rdwy /lift*	-----	-----	-----	-----	3	CQCF to verify thickness. Shall check sufficient to ensure specifications are met
	Moisture Content @ time of compaction	203.07 203.08 203.12 CQCF	Quality Control/Acceptance	In-Place Moisture TR 403	CQCF S 401	1/1,000 lin ft./ 2-lane rdwy /lift*	-----	-----	-----	1 hr.	1	Test taken during or just prior to compaction operation. Shall check sufficient to ensure specifications are met
	Soil on Cut Slope (for pH and PI)	203.06 CQCF	Quality Control/Acceptance	PI TR 428 ph TR 430	CQCF S 401	1/1,000 lin ft./ slope/soil type	1 full sample sack	-----	-----	5 days	-----	To determine the need for plastic soil blanket or soil modification option.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 203 EXCAVATION & EMBANKMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GEOTEXTILE FABRIC		203.11 1019.01 Mat. Lab	Quality Control/Acceptance	Table 1019-1	CQCF S 601	1/type/ shipment/ source	3 lin ft. of full width of fabric roll*	CC		10 days	3	CQCF verify material is on the AML. Visually inspect seams & UV damage. Seams other than 401 or "J" shall be approved by the Materials & Testing Section. Sample only when questionable. * Sample a minimum of 18 ft2. Avoid sampling at end of roll. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
LIME	Agricultural	203.06 1018.17	Quality Control/Acceptance	REFER TO SECTION 718 OF THIS APPENDIX								
	Hydrated or Quick Lime	203.06 1018.03	Quality Control/Acceptance	REFER TO SECTION 304 OF THIS APPENDIX								
NON-PLASTIC EMBANKMENT	Density	203.07 203.12 CQCF	Quality Control/Acceptance	In-Place Density TR 401 In-Test Method Field Max Density TR 415 or TR 418	CQCF [*] S401	1/1,000 lin ft./ 2 lane rdwy/ lift *	-----	-----	-----	1/2 hr.	1 2 for TR415 or TR418	* Shall check sufficient to ensure specifications are met Visual inspection to performed prior to taking density test. Visual inspection includes proof rolling with equipment acceptable to CQCF/OVF.
	Embankment Lift (Uncompacted Thickness)	203.07 203.12 CQCF	Quality Control/Acceptance	-----	-----	1/1,000 lin ft./ 2 lane rdwy/ lift *	-----	-----	-----	-----	3	* Shall check sufficient to ensure specifications are met. * Check lift thickness during placement.
	Moisture Content @ time of Compaction	203.07 203.12 CQCF	Quality Control/Acceptance	In-Place Moisture TR 403	CQCF S401	1/1,000 lin ft./ 2 lane rdwy/ lift	1 gal Friction top can	-----	-----	1 hr.	1	* Shall check sufficient to ensure specifications are met.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 203 EXCAVATION & EMBANKMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
NON-PLASTIC EMBANKMENT (Cont'd)	Blended Calcium Sulfate	203.09 203.12 1003.02 CQCF	Quality Control/Acceptance	pH TR430 Gradation TR113 % Organic TR413	CQCF S 101	1/2,000 yd ³ *	1 full sample sack	-----	500 yd ³	4 days	2 for TR113 and TR413 3 for TR430	* Source shall be approved by the Materials and Testing Lab prior to use. Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency. Shall check sufficient to ensure specifications are met
	Sand	203.09 203.12 1003.02 CQCF	Quality Control/Acceptance	PI TR428 Gradation TR112/TR113 % Organic TR413	CQCF* S 401	1/2,000 yd ³ *	1 full sample sack	-----	500 yd ³	4 days	2	* Shall check sufficient to ensure specifications are met. Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency.
	Stone	203.09 203.12 1003.02 CQCF	Quality Control/Acceptance	Gradation TR113 % Organic TR413 Dry Rod Unit Weight AASHTO T19	CQCF S 101	1/2,000 yd ³ *	3 full sample sacks	-----	500 yd ³	4 days	2	CQCF to verify material on AML * Design Build may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintains their minimum sampling & testing frequency. Shall check sufficient to ensure specifications are met
PLASTIC SOIL BLANKET	Thickness (Compacted)	203.10 CQCF	Quality Control/Acceptance/Acceptance	-----	-----	1/1,000 lin ft. /slope	-----	-----	-----	-----	2	* Shall check sufficient to ensure specifications are met.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 203 EXCAVATION & EMBANKMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PLASTIC SOIL BLANKET (Cont'd)	Plastic Soil	203.10 203.12 CQCF	Quality Control/Acceptance*	PI TR428 % Silt TR407 pH TR430 % Organic TR413	CQCF S 401	1/1,000 yd ³ *	1 full sample sack	-----	300 yd ³	5 days	3	* Not required if tested & approved as excavation or borrow pit material. Shall check sufficient to ensure specifications are met Pit approval allowed if identifiable strata can be isolated. **Shall support a satisfactory stand of grass in accordance with Sections 714 or 717. Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency.
SELECTED SOIL	In-Place on Roadway	203.06 203.12 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	1/1,000 lin ft./ 2-lane rdwy or 1/2,000 lin ft. / shoulder	1 full sample sack	-----		5 days	2-TR 428 2-TR 413 2-TR 407	* Shall check sufficient to ensure specifications are met.
	Stockpile	203.06 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	1/1,000 yd ³ *	-----	-----	-----	5 days	2-TR 428 2-TR 413 2-TR 407	* Design Build may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintains their minimum sampling & testing frequency. Shall check sufficient to ensure specifications are met.
USABLE SOIL	Borrow Pits	203.05 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	1/strata/ boring/ acre	1/2 sample sack*	-----	100 yd ³	6 days	3	CQCF results shall be submitted with boring log and sketch to OVF.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 203 EXCAVATION & EMBANKMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
USABLE SOIL (Cont'd)	Excavation	203.06 203.12 CQCF	Quality Control/Acceptance/ Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	as required*	1 full sample sack	-----	-----	5 days	3	May be accepted by subgrade soil survey upon approval of the CQCF. * Sample full depth of excavation.
	Stockpile	203.06 203.12 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	1/1,000 yd ³ *	1 full sample sack	-----	-----	5 days	3	Will be approved in stockpile before placing on project. * Design Build may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintains their minimum sampling & testing frequency. Shall check sufficient to ensure specifications are met.
USABLE SOIL FOR HEADERS	Borrow Pits	203.05 203.12 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	1/strata/ boring/ acre*	1/2 sample sack	-----	-----	6 days	3	*CQCF results shall be submitted with boring log and sketch to OVF.
	Excavation	203.06 203.12 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	as required*	1 full sample sack	-----	-----	5 days	3	May be accepted by subgrade soil survey upon approval of the CQCF. * Sample full depth of excavation.

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SECTION 203 EXCAVATION & EMBANKMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
USABLE SOIL FOR HEADERS (Cont'd)	Stockpile	203.06 203.12 CQCF	Quality Control/Acceptance	PI TR428 % Silt TR407 % Organic TR413	CQCF S 401	1/1,000 yd ³ **	1 full sample sack	-----	-----	5 days	3	Will be approved in stockpile before placing on project. * Design Build may propose a lower frequency after 8 consecutive passing tests and provided QC maintains their minimum sampling & testing frequency. Shall check sufficient to ensure specifications are met.
Water		1018.01 Mat. Lab	Quality Control/Acceptance	-----	CQCF S 303	1/source	1 qt plastic bottle	-----	-----	21 days	3 OVF to submit to Mat. Lab for CQCF.	Drinkable water need not be sampled

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SECTION 204 TEMPORARY EROSION CONTROL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BURLAP		204.03 CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	3	*Visual inspection by CQCF. Replace as necessary.
FERTILIZER		1018.16 CQCF	Quality Control/Acceptance	REFER TO SECTION 718 OF THIS APPENDIX								
HAY BALES		204.03 CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	3	*Visual inspection by CQCF. Replace as necessary.
SILT FENCE	Geotextile Fabric (Wire Supported)	204.03 1019 Class F CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	-----	CQCF verifies material is on AML. *Visual inspection by CQCF. Replace as necessary.
	Geotextile Fabric (Self Supported)	204.03 1019 Class G CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	3	Visual inspection by CQCF. CQCF to verify material is on the AML. Replace as necessary.
	JUTE FABRIC	204.03 CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	3	*Visual inspection by CQCF. Replace as necessary.
LIME (Agricultural)		1018.17 CQCF	Quality Control/Acceptance	REFER TO SECTION 718 OF THIS APPENDIX								
LIVESTOCK WIRE		204.03 CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	3	*Visual inspection by CQCF. Replace as necessary.
TEMPORARY CONSTRUCTION ENTRANCE	Geotextile Fabric	204.03 1019 CQCF	Quality Control/Acceptance	*	-----	-----	-----	-----	-----	-----	3	Visual inspection by CQCF. CQCF to verify material is on the AML. Replace as necessary.
	Recycled PCC	204.03 711.02 1003.01 CQCF	Quality Control/Acceptance	*	VISUAL INSPECTION AND/OR GRADATION CHECK (SOURCE, PROJECT SITE, OR BOTH, AT CQCF'S OPTION.)*				-----	-----	3	*Visual inspection by CQCF. Sample size and unit weight determined by CQCF. CQCF to verify material is an approved source.

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SECTION 204 TEMPORARY EROSION CONTROL (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
TEMPORARY CONSTRUCTION ENTRANCE (Cont'd)	Stone	204.03 711.02 1003.01 CQCF	Quality Control/Acceptance	*	VISUAL INSPECTION AND/OR GRADATION CHECK (SOURCE, PROJECT SITE, OR BOTH, AT CQCF'S OPTION.)*			----	----	----	3	CQCF to verify material is on AML *Visual inspection by CQCF. Sample size and unit weight determined by CQCF.
MULCH	Emulsified Asphalt	204.03 1002.01	Quality Control/Acceptance	REFER TO SECTION 716 OF THIS APPENDIX								
	Fiber Mulch	204.03 1018.19	Quality Control/Acceptance	REFER TO SECTION 716 OF THIS APPENDIX								
	Tacking Agent	204.03 1018.19	Quality Control/Acceptance	REFER TO SECTION 716 OF THIS APPENDIX								
	Hay or Straw	204.03	Quality Control/Acceptance	REFER TO SECTION 716 OF THIS APPENDIX								
POSTS	Wood or Steel	204.03 CQCF	Quality Control/Acceptance	*	----	----	----	----	----	----	3	*Visual inspection by CQCF. Replace as necessary.
SEED		204.03 CQCF	Quality Control/Acceptance	REFER TO SECTION 717 OF THIS APPENDIX								
SLOPE DRAINS	Fiber Mats	204.03 CQCF	Quality Control/Acceptance	*	----	----	----	----	----	----	3	*Visual inspection by CQCF. Replace as necessary.
	Pipe	204.03 CQCF	Quality Control/Acceptance	*	----	----	----	----	----	----	3	*Visual inspection by CQCF. Replace as necessary.

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SECTION 301 CLASS I BASE COURSE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANTITY	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATE BASES (DEDICATED STOCKPILE)	Recycled PC Concrete	301.02 1003.03 CQCF	Design*	Max Density TR 418	CQCF S 101	**1/source	6 full sample sacks	-----	-----	4 days	2	Material must be source approved. For moisture-density relationships **and as the material changes. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Must be controlled so that materials placed in stockpile will conform to specifications when tested by the CQCF.
		301.02 301.07 1003.03 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/ 1000 yd ³	1 full sample sack	-----	-----	4 days	2	Material must be source approved. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Must be controlled so that materials placed in stockpile will conform to specifications when tested by the CQCF.
	Blended Calcium Sulfate (BCS)	301.02 301.07 1003.03 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101 or S 401	1/ 1000 yd ³ **	1 full sample sack	-----	-----	5 days	2	Must be accepted prior to mixing with cement. If individual components are to be mixed in the pugmill, approval procedure shall be approved by the Materials Engineer Administrator. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency.*Must be controlled so that materials placed in stockpile will conform to specifications when tested by the CQCF.
		301.02 1003.03 CQCF	Design*	Max Density TR 418	CQCF S 101 or S 401	**1/source	6 full sample sacks	-----	-----	10 days	2	Moisture-Density Relationship **and as the material changes.

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SECTION 301 CLASS I BASE COURSE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANTITY	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATE BASES (DEDICATED STOCKPILE) (Cont'd)	Stone	301.02 1003.03 CQCF	Design*	Max Density TR 418	CQCF S 101	**1/source	6 full sample sacks	-----	-----	4 days	2	CQCF to verify material is on AML. For moisture-density relationships **and as the material changes. *Must be controlled so that materials placed
		301.02 1003.03 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/ 1000 yd³	1 full sample sack	-----	-----	4 days	2	CQCF to verify material is on AML Design. Builder may propose a lower frequency after 8 consecutive passing test and provided QC maintain their minimum sampling testing frequency. *Must be controlled so that materials placed in stockpile will conform to specifications when tested by the CQCF
ASPHALTIC CONCRETE BASES			Quality Control/Accept.	FOR ALL RELATED MATERIALS, REFER TO SECTION 502 OF THIS APPENDIX.								
ASPHALTIC MATERIAL	Curing Membrane		Quality Control/Accept.	REFER TO SECTION 506 OF THIS APPENDIX.								
	Prime Coat		Quality Control/Accept.	REFER TO SECTION 505 OF THIS APPENDIX.								
CEMENT (HYDRAULIC)	Types I, II & IP	301.02 1001.01 CQCF	Quality Control/Accept.	-----	-----	1/shipment	-----	CD	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML. Documents added to CQAP Documentation Data base by CQCF.
PORTLAND CEMENT CONCRETE BASES		301.01 301.16	Quality Control/Accept.	REFER TO SECTION 706 & 901 OF THIS APPENDIX.								
MIXTURE WITH CEMENT AT CENTRAL MIX PLANT	Percent Cement	301.16 CQCF	Quality Control/Accept.	% Cement TR 436	CQCF S 101	1/half day	-----	-----	-----	1 hr	3	-----
	Gradation	301.07 301.16 CQCF	Quality Control/Accept.	Gradation TR 113	CQCF S 101	1/day*	1 full sample sack	-----	-----	4 hr.	3	*Gradation will be run when questionable or individual components of SCG are mixed in a pugmill.
	Moisture Content	301.07 CQCF	Quality Control/Accept.	Moisture Content TR 403	CQCF S 101 S 401	1/half day*	-----	-----	-----	-----	-----	*In addition to start-up of plant each day and after each shut down.

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SECTION 301 CLASS I BASE COURSE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANTITY	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
MIXTURE WITH CEMENT AT CENTRAL MIX PLANT (Cont'd)	Proportions	301.07 301.16 CQCF	Quality Control/Accept.	-----	-----	1/half day	-----	-----	-----	1 hr.	3	Shall check sufficient to ensure specifications are met.
	Pulverization	301.07 301.16 CQCF	Quality Control/Accept.	% Pulverization TR 431	CQCF S 401	2/half day	-----	-----	-----	1/2 hr.	3	Shall check sufficient to ensure specifications are met.
BASE MATERIAL ON ROADWAY	Density	301.11 301.16 CQCF	Quality Control/Accept.	In-Place Density TR 401	-----	1/ 1000 lin ft/ 2 lane rdwy or 1/ 2000 lin. ft/ shoulder	-----	-----	-----	1/2 hr.	1	*Shall test sufficiently to ensure specifications will be met.
	Cross Slope & Grade	301.11 301.16 CQCF	Quality Control/Accept.	-----	-----	1/half day	-----	-----	-----	1/4 hr.	3	Use an approved 10-ft metal static straightedge or other approved device. Shall take measurements sufficient to ensure specifications are met
	Moisture Content (For Soil Cement or Cement Stabilized Mixtures)	301.11 301.16 CQCF	Quality Control/Accept.	% Moisture TR 403	CQCF S 101 S 401	1/half day	-----	-----	-----	1 hr.	3	*Shall test sufficient to ensure specifications are met.
	Thickness & Width	301.11 301.16 CQCF	Quality Control/Accept. Monitor	Thickness/ Width TR 602	CQCF	1/half day	-----	-----	-----	1/4 hr.	3	During construction of section. Shall take measurements sufficient to ensure specifications are met.
		301.11 301.16 CQCF	Quality Control/Accept. **	Thickness/ Width TR 602	CQCF	1/ 1000 lin. ft./ 2-lane rdwy or 1/ 2000 lin. Ft./ shoulder*	-----	-----	300 lin ft per location	3 days	3	*REFER TO DOTD TR 602. For small quantity, CQCF Documents in field book. ** When Section is Completed.

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SECTION 301 CLASS I BASE COURSE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANTITY	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
SOIL (RAW)	Dedicated Stockpile	301.02 301.05 301.11 CQCF	Quality Control/Accept.	Classify TR 423 PI TR 428 % Silt TR 407 % Organic Content TR 413	CQCF S 401	1/1000 yd ³	1 full sample sack**	-----	-----	21 days max	2	**When soils are to be blended, each component must meet specifications before blending. Design and final acceptance will be conducted on the blend. Control uniformity of moisture and soil type while stockpile is being built.
		301.02 301.05 CQCF		Max Density TR 418 % Cement TR 432	CQCF S 401							*For cement content & moisture-density relationships. Design and final acceptance will be conducted on the blend.
WATER		1018.01 Mat. Lab	Quality Control/Accept.		CQCF S 303	1/source*	1 qt plastic bottle	-----	-----	21 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

T 301 - 4/4

SECTION 302 CLASS II BASE COURSE

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
NOTE: WHEN A CLASS II BASE COURSE IS PRODUCED BY CENTRAL PLANT MIXING, USE THE SAMPLING SCHEDULES IN SECTION 301 OF THIS APPENDIX.												
AGGREGATE BASES/ SOILS/ SOIL AGGREGATE	Recycled PC Concrete	302.02 302.08 CQCF	Design*	Max Density TR 418	CQCF S 101	**1/source	6 full sample sacks	-----	-----	4 days	2	Material must be source approved. For moisture-density relationships **and as the material changes.
		302.02 302.08 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/1000 yd ³	1 full sample sack	-----	-----	4 days	2	Material must be source approved. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Must test sufficient to ensure materials being delivered meet specification requirements.
	Stone	320.01 302.02 302.08 CQCF	Design*	Max Density TR 418	CQCF S 101	**1/1000 yd ³	6 full sample sacks	-----	-----	10 days	2	*For moisture-density relationships ** and as material source changes.
		320.01 302.02 302.08 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/1000 yd ³	1 full sample sack	-----	-----	4 days	2	CQCF to verify material is on AML Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Must test sufficient to ensure materials being delivered meet specification requirements.

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SECTION 302 CLASS II BASE COURSE (cont'd)

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
NOTE: WHEN A CLASS II BASE COURSE IS PRODUCED BY CENTRAL PLANT MIXING, USE THE SAMPLING SCHEDULES IN SECTION 301 OF THIS APPENDIX.												
AGGREGATE BASES/ SOILS/ SOIL AGGREGATE (Cont'd)	BLENDED CALCUM SULFATE	302.01 302.02 302.08 CQCF	Design*	-----	CQCF S 101	**1/source	6 full sample sacks	-----	-----	10 Days	2	For moisture/ density relationship **and as material changes.
			Quality Control/Accept.	Gradation TR 113 PI TR 428 Organic TR 413 pH TR 430	CQCF S 101	1/1000 yd ³	1 full sample sacks	-----	-----	4 Days	2	Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. CQCF to verify material is an approved source. Shall check sufficient to ensure specifications are met.
	Soil/ Soil Aggregate on Roadway	302.01 302.02 302.05 CQCF	Quality Control/Accept.	Classify TR 423 PI TR 428 % Silt TR 407 % Organic TR 413 % Cement TR 432	CQCF S 401	1/1000 linear ft. for roadway or 1/2000 linear ft. for shoulder	1 full sample sack**	-----	-----	5 Days	2	**When soils are to be blended, each component must meet specifications before blending. Design and final acceptance will be conducted on the blend. For central plant mixing the frequency is 1/ 1000 yd ³ . Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Shall test sufficient to ensure specifications will be met when placed on roadway.
		302.02 302.05 CQCF	Design*	Max Density TR 418 or TR 415 % Cement TR 432	CQCF S 401	1/1000 linear ft. for roadway or 1/2000 linear ft. for shoulder	6 full sample sacks	-----	-----	21 days See note	3	*For cement content and moisture-density relationships. Design and final acceptance will be conducted on the blend. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. For central plant mixing the frequency is 1/ 1000 yd ³ .

T 302 - 2/6

SECTION 302 CLASS II BASE COURSE (cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
NOTE: WHEN A CLASS II BASE COURSE IS PRODUCED BY CENTRAL PLANT MIXING, USE THE SAMPLING SCHEDULES IN SECTION 301 OF THIS APPENDIX.												
AGGREGATE BASES/ SOILS/ SOIL AGGREGATE (Cont'd)	Soils (Raw) in Stockpile for Soil Cement	302.01 302.02 302.05 CQCF	Quality Control/Accept.	Classify TR 423 PI TR 428 % Silt TR 407 % Organic TR 413 % Cement TR 432	CQCF S 401	1/1000yd ³	1 full sample sack of blend & 1 full sample sack of each component "	----	----	5 Days	2	"blending of soils prior to mixing with cement will not be allowed for adjustment of LL or PI. Shall test sufficient to ensure specifications will be met when placed on roadway. Check MC% before spreading cement (TR 403)
		302.01 302.02 302.05 CQCF	Design*	Max Density TR 418 or TR 415 % Cement TR 432	CQCF S 401	1/1000yd ³	6 full sample sacks of blend & 1 full sample sack of each component "	----	----	21 days See note	3	*For cement content and moisture-density relationships. Design and final acceptance will be conducted on the blend. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. For central plant mixing the frequency is 1/ 1000 yd ³ .
ASPHALTIC CONCRETE			Quality Control/Accept.	FOR ALL MATERIALS, REFER TO 502 OF THIS APPENDIX.								
ASPHALTIC MATERIALS	Curing Membrane		Quality Control/Accept.	REFER TO SECTION 506 OF THIS APPENDIX.								
	Prime Coat		Quality Control/Accept.	REFER TO SECTION 505 OF THIS APPENDIX.								

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SECTION 302 CLASS II BASE COURSE (cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
NOTE: WHEN A CLASS II BASE COURSE IS PRODUCED BY CENTRAL PLANT MIXING, USE THE SAMPLING SCHEDULES IN SECTION 301 OF THIS APPENDIX.												
CEMENT (Hydraulic)	Types I, II & IP	302.02 1001.01 CQCF	Quality Control/Accept.		-----	1/shipment	-----	CD			3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML. Documents added to CQAP Documentation Data base by CQCF.
CONCRETE, PORTLAND CEMENT, BASE		302.01 302.12 CQCF	Quality Control/Accept.	REFER TO SECTION 706 & 901 OF THIS APPENDIX.								
BASE MATERIAL ON ROADWAY	Cement Spread Rate (For soil cement or cement treated bases only)	302.01 302.08 302.12 CQCF	Quality Control/Accept.	Spread Rate TR 436	CQCF	1/day	-----	-----	-----	-----	2	*The CQCF shall determine the length of spread prior to mixing. additional testing shall be performed when cement content changes. Use an approved sampling device.
	Cross Slope & Grade	302.01 302.08 302.12(d) CQCF	Quality Control/Accept.		CQCF	1/half day	-----	-----	-----	1/4 hr.	3	Use an approved 10 ft. metal static. straightedge or other approved device. Shall check to ensure specifications are met
	Density	302.01 302.08 302.12 CQCF	Quality Control/Accept.	Density TR 401	CQCF	1/1000 lin ft./ 2-lane rdwy or 1/2000 lin ft./ shoulder*	-----	-----	-----	1/2 hr.	1	*Shall test sufficient to ensure specifications are met.

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SECTION 302 CLASS II BASE COURSE (cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY METHOD	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY					CONTAINER	DISTR.				
BASE MATERIAL ON ROADWAY (Cont'd)	Moisture Content (For Soil Cement or Blended Calcium Sulfate)	302.01 302.05 302.07 302.08 302.12 CQCF	Quality Control/Accept.	Moisture TR 403	CQCF S 101	1/1000 lin ft./ 2-lane rdwy or 1/2000 lin ft./ shoulder	1 gal friction top can*	-----	-----	1 hr.	1	*May be obtained by M.C. % determined during application of TR 415 B, if available on in-place moisture at the time of compaction (TR 403). Shall test sufficient to ensure specifications are met.
	Pulverization (For soil-cement only)	302.01 302.05 302.07 302.08 302.12 CQCF	Quality Control/Accept.	Pulver. TR 431	CQCF S 401	1/500 lin ft./ 2-lane rdwy or 1/1000 lin ft./ shoulder	1 gal friction top can	-----	-----	1/2 hr.	3	*Soil cement shall be tested sufficiently to ensure specifications are met.
	Thickness & Width	302.01 302.08 302.12 CQCF	Monitor	Thickness & Width TR 602	CQCF	1/half day	-----	-----	-----	1/4 hr.	-----	During construction of section. Shall be measured sufficiently to ensure specifications are met.
		302.01 302.08 302.12 CQCF	Quality Control/Accept.	Thickness & Width TR 602	CQCF	1/1000 lin ft./ 2-lane rdwy or 1/2000 lin ft./ shoulder	-----	-----	-----	3 days	2	REFER TO DOTD TR 602. For small quantity, CQCF documents in field book. When section is complete.
GEOTEXTILE SEPARATOR FABRIC*	Class D	203.11 302.04 1019 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 203 OF THIS APPENDIX.								*Only required when aggregate base course placed on un-treated or lime-treated soils or with Blended Calcium

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SECTION 302 CLASS II BASE COURSE (cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
(RAW) ON ROADWAY	Density (93%) (In-Place Mixing)	302.05 302.08 CQCF	Quality Control/Accept.	In-Place Density TR 401 Max. Density TR 418 or TR 415	CQCF	1/half day	-----	-----	-----	1/2 hr.	1	*Shall test sufficient to ensure specifications are met. Minimum density is required on roadway prior to spreading cement. Check M.C. % before mixing with cement (TR 403).
Water		1018.01 Mat. Lab CQCF	Quality Control/Accept.	AASHTO T 26	CQCF S 303	1/source*	1 qt plastic bottle	-----	-----	21 days	3 OVF to submit to Mat. Lab. for CQCF	*Drinkable water need not be sampled.

T 302 - 6/6

SECTION 303 IN-PLACE CEMENT STABILIZED BASE COURSE

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MATERIAL FOR BASE PRIOR TO SPREADING CEMENT (Existing or Furnished Soils/ Soil-Aggregate)	Design Builder Furnished Soil	303.02 303.07 CQCF	Quality Control/Accept.	% Silt TR 407 % Organic TR 413 Classify TR 423 PI TR 428	CQCF S 401	1/1000 yd ³	1 full sample sack	----	----	4 days	3	DB furnished material will be approved before incorporation into existing material. Furnished material not meeting the requirement of specification Subsection 302.02(a) will not be incorporated in the base. Design Builder may propose a lower frequency after 8 consecutive passing tests provided CQCF maintain their minimum sampling testing frequency. Must test sufficient to ensure material will meet specification requirements before placing on roadway. Check M.C.% on all materials before spreading cement.
	Raw Soil Density (93%)	303.04 303.07 CQCF	Quality Control/Accept.	In-Place Density TR 401 Max Density TR 418 or TR 415	----	1/half day	----	----	----	30 min.	1	*Shall be tested frequently enough to ensure specifications are met. Minimum density is required on roadway prior to mixture with cement. All blending of soils materials will be accomplished before testing.

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SECTION 303 IN-PLACE CEMENT STABILIZED BASE COURSE (Cont'd)

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MATERIAL FOR BASE PRIOR TO SPREADING CEMENT (Existing or Furnished Soils/ Soil-Aggregate) (Cont'd)	In-Place Material on Roadway	303.04 303.05 CQCF	Design	Max Density TR 418 or TR 415 % Cement TR 432	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	6 full sample sacks	----	----	14 days	2	*For cement content and moisture- density relationships (if needed). Design will be conducted on the final blend.
		303.04 303.05 CQCF	Quality Control/Accept.	Classify TR 423 PI TR 428 % Silt TR407 Organic TR 413	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	-----	-----	-----	1 hours	2	Design Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency. Must test sufficient to ensure material will meet specification requirements before placing on roadway. Check M.C.% on all materials before spreading cement.
	Pulverization	303.04 303.11 CQCF	Quality Control/Accept.	Pulverization TR 431	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	-----	-----	-----	1/2 hr.	3	Shall be obtained after blending of any DB furnished material. Shall be tested frequently enough to ensure specifications are met Pulverization shall be approved prior to spreading cement.

T 303 - 2/4

SECTION 303 IN-PLACE CEMENT STABILIZED BASE COURSE (Cont'd)

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 501,501 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MIXTURE WITH CEMENT ON ROADWAY	Cement Spread	303.07 303.11 CQCF	Quality Control/Accept.	Spread Rate * TR 436	----	1/ day	----	----	----	1/2 hr.	2	*The CQCF. will verify the length of spread prior to mixing. Use an approved sampling device.
	Cross Slope & Grade	303.11 CQCF	Quality Control/Accept.	----	----	*	----	----	----	1/4 hr.	----	*Shall test sufficient to ensure specifications are met. Use an approved 10 ft metal static straightedge.
	Density	303.07 303.11 CQCF	Quality Control/Accept.	In-Place Density TR 401	----	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	----	----	----	1/2 hr.	1	*Shall test sufficient to ensure specifications are met.

SECTION 303 IN-PLACE CEMENT STABILIZED BASE COURSE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MIXTURE WITH CEMENT ON ROADWAY (Cont'd)	Moisture Content	303.05 303.07 303.11 CQCF	Quality Control/Accept.	Moisture TR 403	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	1 gal friction top can*	----	----	1 hr.	1	*May be obtained by M.C.% determined during application of TR 415 B, if available on in-place moisture at the time of compaction (TR 403). Shall test sufficient to ensure specifications are met.
	Thickness & Width	303.07 303.11 CQCF	Quality Control/Accept. Monitor	Thickness TR 602	CQCF	1/half day	----	----	----	1/4 hr.	----	During construction of section.
		303.07 303.11 CQCF	Quality Control/Accept.	Thickness TR 602	CQCF	*1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	----	----	----	3 days	3	*REFER TO DOTD TR 602. For small quantity, CQCF documents in field book. When section is complete.

T 303 - 4/4

SECTION 304 LIME TREATMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
CURING MEMBRANE	Type B (only)	304.05 1002.01 Mat. Lab.	Quality Control/Accept.	REFER TO SECTION 506 OF THIS APPENDIX.								
LIME (Hydrated and Quicklime)		304.02 1018.03 Mat. Lab	Quality Control/Accept.	-----	-----	1/shipment	-----	CD	-----	-----	3 OVF verifies if the document is in the system	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.
MIXTURE ON ROADWAY	Density-(Type B & C)	304.07 304.08 CQCF	Quality Control/Accept.	Density TR 401 Max Density TR 418 or TR 415	CQCF	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	-----	-----	-----	30 min	1 TR 401 3 TR 415 or TR418	*Shall Check sufficient to ensure specifications are met. % Moisture Content checked sufficient to satisfaction of CQCF.
	Density-(Type D)	304.07 304.08 CQCF	Quality Control/Accept.	Density TR 401	CQCF	-----	-----	-----	-----	-----	3	Compact to the satisfaction of the CQCF
	Density-(Type E)	304.07 304.08 CQCF	Quality Control/Accept.	REFER TO SECTION 203 OF THIS APPENDIX.								
	Lime Spread	304.08 CQCF	Quality Control/Accept.	Spread Length	CQCF	Each transport	-----	-----	-----	-----	3	The CQCF will verify the length of spread prior to mixing.
			Spread Rate TR 436	1/500 lin ft/2-lane rdwy or 1/1000 lin ft/ shoulder*		-----	-----	-----	30 min	3	At the discretion of the CQCF additional testing shall be performed when % lime content changes.	

T 304 - 1/2

SECTION 304 LIME TREATMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
MIXTURE ON ROADWAY (cont'd)	Pulverization (Type B & C)	304.06 304.08 CQCF	Quality Control/Accept.	Pulverization TR 431	CQCF S 101	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	1 gal friction top can	-----	-----	1/2 hr.	2	Shall Check sufficient to ensure specifications are met.
	Pulverization (Type D & E)	304.06 304.08 CQCF	Quality Control/Accept.	Pulverization TR 431	CQCF	*	-----	-----	-----	-----	-----	*To the satisfaction of CQCF
	Thickness & Width (Type B)	304.11 CQCF	Monitor	Thickness TR 602	CQCF	1/half day	-----	-----	-----	1/4 hr.	-----	During construction of section. Shall be measured sufficiently to ensure specifications are met
		304.11 CQCF	Quality Control/Accept.	Thickness TR 602	CQCF	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder*	-----	-----	-----	3 days	3	REFER TO DOTD TR 602 for small quantity. CQCF documents in field book when section is complete.
	Thickness & Width (Type C & D)	304.08 304.11 CQCF	Quality Control/Accept.	Thickness TR 602	CQCF	*	-----	-----	-----	-----		*Shall be measured sufficiently to ensure specifications are met. To the satisfaction of CQCF. Document in field book
	Thickness & Width (Type E)		Quality Control/Accept.	FOR LIFT THICKNESS REQUIREMENTS REFER TO SECTION 203 OF THIS APPENDIX.								
SOIL OR SOIL-AGGREGATE	% Lime* (Type B & E)	304.04 304.05 CQCF	Design	% Lime TR 416	CQCF S 101 or S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder*	6 full sample sacks	-----	-----	10 days	3	*Not required when percent lime is specified in plans or project specifications.
Water		304.02 1018.01 Mat Lab	Quality Control/Accept.	-----	CQCF S 303	1/source*	1 qt plastic bottle	-----	-----	21 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

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SECTION 305 SUBGRADE LAYER

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANTITY	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
NOTE: WHEN A SUBGRADE LAYER IS PRODUCED BY CENTRAL PLANT MIXING, USE THE SAMPLING SCHEDULES IN SECTION 301 OF THIS APPENDIX. FOR PLACEMENT AND CONSTRUCTION REFER TO APPLICABLE SECTIONS OF THIS APPENDIX.												
AGGREGATES/ SUBGRADE LAYER	Stone, Recycled PC Concrete, Crushed Slag	CQCF	Quality Control/Accept.	REFER TO SECTION 302 OF THIS APPENDIX								
	Blended Calcium Sulfate	1003.10 CQCF	Design*	Max Density TR 415 or TR 418	CQCF S 101	1/source**	6 full sample sacks	----	----	4 days	3	*For moisture-density relationships. Must be source approved. **As material changes,
		1003.10 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428 % Organic TR 413 pH TR 430	QC S 101	*1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	1 full sample sack	----	----	4 days	2	*Must test sufficiently to ensure materials being delivered meet specification requirements. DB note frequency can adjust, but pH will be performed every 1000 yd³. Design Builder may propose a lower frequency after 8 consecutive passing tests and provided QC maintain their minimum sampling testing frequency.
		1003.10 CQCF	Quality Control/Accept.	In-Place Density TR 401 Max Density TR 415 or TR 418		1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	----	----	----	4 days	1	
			Quality Control/Accept./ Monitor	Thickness/ Width TR 602	REFER TO SECTION 304 OF THIS APPENDIX.							

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SECTION 305 SUBGRADE LAYER (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANTITY	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE		----	Quality Control/Accept.	REFER TO SECTION 502 OF THIS APPENDIX.								
ASPHALTIC MATERIALS	Curing Membrane	----	Quality Control/Accept.	REFER TO SECTION 506 OF THIS APPENDIX.								
	Prime Coat	----	Quality Control/Accept.	REFER TO SECTION 505 OF THIS APPENDIX.								
CEMENT		----	Quality Control/Accept.	REFER TO SECTION 302 OF THIS APPENDIX.								
GEOTEXTILE FABRIC		305.02 1018.19 Mat. Lab.	Quality Control/Accept.	REFER TO SECTION 203 OF THIS APPENDIX								
LIME (Hydrated or Quicklime)		----	Quality Control/Accept.	REFER TO SECTION 304 OF THIS APPENDIX.								
MIXTURE WITH LIME AND/OR CEMENT ON ROADWAY	Pulverization*	305.04 CQCF	Quality Control/Accept.	Pulveriz. TR 431	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/shoulder	----	----	----	1/2 hr.		*For soil after mixing with cement and / or lime. *Shall check sufficient specification requirements.
	Thickness & Width		Quality Control/Accept.	REFER TO SECTION 302, 303 and 304 OF THIS APPENDIX. TR 602 MEASUREMENT NOT REQUIRED.								
	Density		Quality Control/Accept.	REFER TO SECTION 302 AND 309 OF THIS APPENDIX.								
SOIL		305.04 CQCF	Design*	Max. Density TR 418 or TR 415	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/shoulder	6 full sample sacks	----	----	10 days		*For Moisture Density relationships.
		305.04 CQCF	Quality Control/Accept.*	% Silt TR 407 PI TR 428	CQCF TR 602	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/shoulder	1 full sample sack	----	----	4 days	3	*When soils are to be blended, each component must meet specifications before blending. Design and final acceptance will be conducted on the blend.Shall check
WATER		305.02 1018.01 Mat. Lab	Quality Control/Accept.	----	CQCF S 303	*1/source	1 qt plastic bottle	----	----	21 days	3 OVF to submit to Mat. Lab. for CQCF	*Drinkable water need not be sampled.

T305 - 2/2

SECTION 306 SCARIFYING & COMPACTING ROADBED

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
EXISTING MATERIAL	Density	306.02 CQCF	Quality Control/Accept.	In-Place Density TR 401 Max Density TR 418 or TR 415	CQCF	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	-----	-----	-----	1/2 hr.	1	*Shall check sufficient to ensure specifications are met. Section shall be proof rolled prior to taking Density Test. CQCF and OVF to approve equipment used to proof roll.
ASPHALTIC MATERIAL	Prime Coat	306.02	Quality Control/Accept.	REFER TO SECTION 505 TO THIS APPENDIX								

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SECTION 307 PERMEABLE BASES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATE	Stone	307.02 1003.06 CQCF	Quality Control/Accept.	Gradation TR 113	CQCF S 101	1/1000 yd ³	1 full sample sack	-----	-----	4 days	3	CQCF to verify material is on the AML Design Builder may propose a lower frequency after 8 consecutive passing tests and provided QC maintain their minimum sampling testing frequency. Shall check sufficient to
ASPHALTIC MATERIALS	Asphalt Cement	307.02 1002 CQCF	Quality Control/Accept.	REFER TO SECTION 502 OF THIS APPENDIX								CQCF to verify material is on the AML
ANTI-STRIP		307.02 1002.02 CQCF	Quality Control/Accept.	REFER TO SECTION 502 OF THIS APPENDIX								CQCF to verify material is on the AML
ADMIXTURE		307.02 1011.02 CQCF	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX								CQCF to verify material is on the AML
CEMENT (HYDRAULIC)			Quality Control	REFER TO SECTION 901 OF THIS APPENDIX								CQCF to verify material is on the AML
		307.02 1001 CQCF	Quality Control/Accept.									
CURING COMPOUND		307.03 601.10 1011.01 CQCF	Quality Control/Accept.	REFER TO SECTION 601 OF THIS APPENDIX								CQCF to verify material is on the AML

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SECTION 307 PERMEABLE BASES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PERMEABLE ASPHALT BASE (PLANT)	JMF	307.02 CQCF	Design*	-----	QC S 101, S 201, S 601	1/ mix/ plant	-----	-----	-----	-----	-----	* CQCF will approve and submit the proposed job mix formula with supporting design data. Approval from CQCF and OVF is required prior to starting work.
		307.02 CQCF	Quality Control/Accept.	-----	CQCF S101, S201, S601	1/ JMF	-----	-----	-----	-----	3 OVF verifies if the document is in the system	CQCF verifies % retained coating in accordance with TR 317. Approval from CQCF and OVF is required prior to starting work. Documents added to CQAP Documentation Data base by CQCF.
	Anti-Strip Additive %	307.02 CQCF	*Quality Control/Accept.	-----	CQCF	1/ 2500 tons	-----	-----	-----	-----	3	*% AS from meter. Shall check sufficient to ensure specifications are met.
	Asphalt Cement	307.02 CQCF	*Quality Control/Accept.	-----	CQCF	1/ 2500 tons	-----	-----	-----	-----	3	*% AC from meter. Shall check sufficient to ensure specifications are met.
	Loose Mixture (Gradation, % AC, & % Crushed	307.02 CQCF	Monitoring	-----	CQCF S 203 and S 605	1/ 5000 tons	1 gal friction top can	-----	-----	3 days	3	Shall check sufficient to ensure specifications are met.

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SECTION 307 PERMEABLE BASES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PERMEABLE CONCRETE BASE (PLANT)	Mix Design	307.02 CQCF	Design	-----	*	1/ mix/ plant	-----	-----	-----	3 days	-----	* CQCF will approve and submit the proposed job mix formula with supporting design data. Approval from CQCF and OVF is required prior to starting work.
		307.02 CQCF	Quality Control/Accept. Monitor	-----	*	1/ truck	-----	-----	-----	-----	3 OVF verifies if the document is in the system	Obtain "batch tickets" to verify quantities from mix design. Approval from CQCF and OVF is required prior to starting work. Documents added to CQAP Documentation Data base by CQCF.
PERMEABLE BASES	Cross Slope & Grade	307.05 CQCF	Quality Control/Accept.	-----	CQCF*	1/ day	-----	-----	-----	-----	3	*Shall check sufficient to ensure specifications are met. Grade shall not vary more than 0.05 ft. Cross slope shall not vary by more than 0.003 ft./ ft.
	Thickness & Width	307.06 CQCF	Quality Control/Accept.	Thickness TR 602	CQCF	1/ 2000 linear ft	-----	-----	-----	-----	3	*Shall measure sufficiently to ensure specifications are met.
	Temperature	307.03 CQCF	Quality Control/Accept.*	-----	CQCF	1/ 5000 tons	-----	-----	-----	-----	3	*Required for Asphaltic Concrete only.
WATER		1018.01 CQCF	Quality Control/Accept.	-----	CQCF S 303	1/ source*	1 qt plastic bottle	-----	-----	21 days	3 OVF to submit to Material Lab for	*Drinkable water need not be sampled.

T 307 - 3/3

SECTION 309 IN-PLACE CEMENT TREATED SUBGRADE

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 302 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MATERIAL FOR BASE PRIOR TO SPREADING CEMENT (Existing Soils/Soil-Aggregate)	In-Place Material on Roadway	309.02 309.04 CQCF	Quality Control/Accept.	Soil Analysis TR 407 % Organic TR 413 Classify. TR 423 PI TR 428 % Cement TR 432	CQCF S 101	1/1000 yd³	1 full sample sack	-----	-----	4 days	3	*Must test sufficient to ensure material will meet specification requirements before placing on roadway. Check M.C.% on all materials before spreading cement. DB furnished material will be approved before incorporation into existing material. Furnished material not meeting the requirement of specification Subsection 302.02(a) will not be incorporated in the base. Material must be source approved. Design Builder may propose a lower frequency after 8 consecutive passing tests provided QC maintain their minimum sampling testing frequency.
	Raw Soil Density (93%)	309 303.04 CQCF	Quality Control/Accept.	In-Place Density TR 401 Moisture/ Density TR 415 or TR 418	CQCF S 401	1/half day	-----	-----	-----	30 min.	1	*Shall be tested frequently enough to ensure specifications are met. Minimum density is required on roadway prior to mixture with cement. All blending of soils materials will be accomplished before testing.

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SECTION 309 IN-PLACE CEMENT TREATED SUBGRADE(Con'td)

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MATERIAL FOR BASE PRIOR TO SPREADING CEMENT (Existing or Furnished Soils/ Soil-Aggregate) (Cont'd)	In-Place Material on Roadway	309.02 303.04 303.05 CQCF	Design*	% Cement TR 432 Classify Soil TR 423 % Silt TR 407 PI TR 428 Organic TR413	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	6 full sample sacks	----	----	14 days	3	*For cement content and moisture-density relationships (if needed). Design will be conducted on the final blend.
	Pulverization	303.04 309.04 CQCF	Quality Control/Accept.	Pulverization TR 431	CQCF	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	----	----	----	1/2 hr.	3	Shall be obtained after blending of any Design Building furnished material. Pulverization shall be approved prior to spreading cement.
MIXTURE WITH CEMENT ON ROADWAY	Cement Spread	303.07 303.11 CQCF	Quality Control/Accept.	Spread Length	----	each transport*	----	----	----	----	----	*The CQCF. will verify the length of spread prior to mixing. Use an approved sampling device.
				Spread Rate TR 436	----	1/ day*	----	----	----	1/2 hr.	2	Use an approved sampling device.
	Cross Slope & Grade	303.11 CQCF	Quality Control/Accept. Monitor	----	----	1 per 1/half day	----	----	----	1/4 hr.	----	*Shall test sufficient to ensure specifications are met. Use an approved 10 ft metal static straightedge.

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SECTION 309 IN-PLACE CEMENT TREATED SUBGRADE(Cont'd)

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
FOR DETAILS ON HYDRAULIC CEMENT AND WATER, REFER TO SECTION 301 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CURING MEMBRANE, REFER TO SECTION 506 OF THIS APPENDIX. FOR DETAILS ON ASPHALTIC CONCRETE OR PORTLAND CEMENT CONCRETE, REFER TO SECTIONS 502 AND 901 OF THIS APPENDIX, AS APPLICABLE.												
MIXTURE WITH CEMENT ON ROADWAY	Density	303.11 309.04 CQCF	Quality Control/Accept.	In-Place Density TR 401 Moisture/ Density TR 415 or TR 418	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	-----	-----	-----	1/2 hr.	1	*Shall test sufficient to ensure specifications are met.
	Moisture Content	303.11 309.04 CQCF	Quality Control/Accept.	Moisture TR 403	CQCF S 101 or S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	1 gal friction top can*	-----	-----	1 hr.	1	*May be obtained by M.C:% determined during application of TR 415 B, if available on in-place moisture at the time of compaction (TR 403).
	Thickness & Width	303.11 CQCF	Quality Control/Accept. Monitor	Thickness TR 602	CQCF	1/half day	-----	-----	-----	1/4 hr	-----	During construction of section.Shall be measured sufficiently to ensure specifications are met.
		303.11 CQCF	Quality Control/Accept.	Thickness TR 602	CQCF	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft/ shoulder	-----	-----	-----	3 days	3	*REFER TO DOTD TR 602. For small quantity, CQCF documents in field book. When section is complete.

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SECTION 401 AGGREGATE SURFACE COURSE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES	Sand- Clay- Gravel (Lime-treated), Stone, Recycled Portland Cement Concrete, Reclaimed Asphaltic Pavement, Crushed Slag	401.02 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/1000 yd ³ dedicated stockpile*	1 full sample sack	-----	-----	5 days 5 weeks for Recycled PCC)	2	CQCF to verify stone is on the AML and RPCC shall be from an approved source. *For sampling on roadway, minimum frequency shall be 1 per 1,000 lin ft per two lanes of roadway or 1 per 2,000 lin ft per shoulder. Shall test sufficient to ensure specifications are met.
AGGREGATES ON ROADWAY	Thickness & Width	401.08 CQCF	Quality Control/Accept.	Thickness TR 602*	CQCF	1/1000 lin ft/2 lane roadway or 1/2000 lin ft of shoulders	-----	-----	-----	3 days	3	*Shall test sufficient to ensure specifications are met.
LIME (Hydrated and Quicklime)		401.02 1018.03 CQCF	Quality Control/Accept.	-----	-----	1/ shipment	-----	CD	-----	-----	3 OVF verifies if the document is in the system	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.

TA01 - 1/2

SECTION 401 AGGREGATE SURFACE COURSE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
SUBGRADE SOIL (New or Reconstructed)	Usable Soil*	401.04(b),(c) 203.06 CQCF	Quality Control/Accept.	Silt Content TR 407 PI TR 428 % Organic TR 413	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft shoulder	1 full sample sack	-----	-----	5 days	2	*For existing shoulder or roadway, no sample is required. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Shall check sufficient to ensure specifications are met.
	Density*	401.04(b),(c) CQCF	Quality Control/Accept.	Density TR 401 % Moisture TR 403 Max. Density TR 415 or TR 418	CQCF S 401	1/1000 lin ft/ 2-lane rdwy or 1/2000 lin ft shoulder*	-----	-----	-----	1/2 hr.	1	*Shall check sufficient to ensure specifications are met. For existing shoulders and roadway, compact to the satisfaction of the CQCF. Visual inspection to performed prior to taking density. Visual inspection includes proof rolling with equipment acceptable to CQCF/OVF.
WATER		401.02 1018.01 Mat. Lab	Quality Control/Accept.	-----	CQCF S 303	1/source*	1 qt plastic bottle	-----	-----	21 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

T401 - 2/2

SECTION 402 TRAFFIC MAINTENANCE AGGREGATE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES		402.02 CQCF	Quality Control/Accept.			-----	-----	-----	-----	-----	3	Visual inspection to the satisfaction of the CQCF. Test when questionable. Visual inspection.

T402 - 1/1

SECTION 501 THIN ASPHALTIC CONCRETE (2016 SPECIFICATIONS)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
			Quality Control/Accept.	FOR PROJECTS, OR SEPARATE LOCATIONS WITHIN A PROJECT, REQUIRING LESS THAN 250 TONS, THE JMF, MATERIALS, AND PLANT AND PAVING OPERATIONS SHALL BE SATISFACTORY TO CQCF. REFER TO SUBSECTION 502.14 FOR FURTHER DETAILS.								
ADDITIVES	Anti-Stripping	502.02 1002.02(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment	1 pt friction top can	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by CD or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Fibers	502.02 508.02 1002.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 102	1/shipment	1 gallon friction top can	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Shipment must be accompanied by a CA Sample only when questionable. Documents added to CQCF Documentation Data base by CQCF. CQCF to verify material is from a pre-approved source.
	Hydrated Lime	502.02 1018.03(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	1 gallon friction top can	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by CD or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Silicon Additive	508.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment	1 gallon friction top can	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Shipment must be accompanied by a CA Sample on when questionable. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 501 THIN ASPHALTIC CONCRETE (2016 SPECIFICATIONS) (Cont.)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES	Combined Aggregates (Moisture Content)*	503.03 c CQCF	Quality Control/Accept.	Moisture TR 106	CQAF	1/day/plant	-----	-----	-----	-----	3	CQCF to provide results for use. Shall check sufficient to ensure specifications are met. *For plant control
	All Aggregates	502.02 1003.06(1) CQCF	Quality Control/Accept. Monitor	T-84 T-85 Gradation TR 113	CQCF S 101	1/source/ plant/size	3 full sample sack	-----	-----	10 days	3	CQCF to verify material is on the AML Bulk Specific Gravity Gsb. CQCF may elect to use Dist. Lab results.
	Reclaimed Asphaltic Pavement (RAP)	502.02(c)(2) 1003.06 CQCF	Quality Control/Accept. Monitor	GMM TR 327 % AC TR 323 Gradation TR 309 % Crushed TR 306 (G _{SB}) (T-84, T-85)	CQCF	1/stockpile	3 full sample sacks	-----	-----	10 days	3	CQCF to verify material is on the AML GSE (or GSB) as required by specifications. CQCF may elect to use Dist. Lab results.
ASPHALT MIX RELEASE AGENT		1018.25 502.02	Quality Control/Accept. Monitor	-----	-----	continuously	-----	-----	-----	-----	3	CQCF to verify material is on the AML CQCF may elect to use Dist. Lab results.

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SECTION 501 THIN ASPHALTIC CONCRETE (2016 SPECIFICATIONS) (Cont.)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (PLANT)	Anti-Strip Additive, %	502.01	Quality Control/Accept.*	-----	-----	1/half lot (-----)	-----	-----	-----	-----	3	*% AS from meter. Shall check sufficient to ensure specifications are met.
	Asphalt Cement, %	502.01	Quality Control/Accept.*	-----	-----	1/half lot	-----	-----	-----	-----	3	*% AC from meter. Shall check sufficient to ensure specifications are met.
	Gyratory Specimens Moisture Sensitivity LWT	502.03 CQCF	Quality Control/Accept.*	LWT AASHTO T-324	CQCF	1 set /10,000 tons	(4 briquettes/set for LWT)	-----	-----	-----	-----	
	Gyratory Specimens Moisture Sensitivity LWT	502.04 Dist. Lab	Validation	LWT AASHTO T-324	CQCF	1set/JMF	(4 briquettes/set for LWT)	-----	-----	3 days	OVF to submit sample to Dist. Lab for CQCF	Sample and test during validation
	Job Mix Formula (JMF)	502.03 CQCF	Quality Control/Accept.	-----	CQCF	1/mix type/ Blend of material	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	CQCF shall submit to the OVF the proposed job mix formula with supporting design data. Acceptance by Dist. Lab Engineer s required before starting work. Documents added to CQAP Documentation Data base by CQCF.
	Loose Mixture	502.08 CQCF	Quality Control/Accept (Monitor)	Gmm TR 327	CQCF	1/sublot	suitable sampling bucket	-----	-----	-----	1	
		502.08 CQCF	Quality Control/Accept.	Particle Coating TR 328	CQCF	1/job mix	1 gal friction top can	-----	-----	-----	3	Also sample when coating is questionable.
		502.08 CQCF	Quality Control/Accept.	Gradation TR 309	CQCF	1/sublot	suitable sampling bucket	-----	-----	-----	3	-----
		502.08 CQCF	Quality Control/Accept.	% AC TR 323	CQCF			-----	-----	-----	3	-----
		502.08 CQCF	Quality Control/Accept.	% Crushed TR 306	CQCF			-----	-----	-----	3	-----
		502.08 CQCF	Quality Control/Accept.	Moisture Content TR 319	CQCF	1/sublot	1 gal friction top can	-----	-----	-----	3	Shall check sufficient to ensure specifications are met.
		502.08 CQCF	Quality Control/Accept.	Temperature*	CQCF	1/sublot	-----	-----	-----	-----	3	*Temperature of mixture at discharge chute. Shall check sufficient to ensure specifications are met.

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SECTION 501 THIN ASPHALTIC CONCRETE (2016 SPECIFICATIONS) (Cont.)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (IN-PLACE)	Longitudinal Surface Tolerance Ride Quality	502.11(b) CQCF	Quality Control/Accept.	TR 644	CQCF	*2/job	-----	-----	-----	-----	3	*Perform once prior to placement and once after placement
	Loose Mixture* (Temperature)	502.08 CQCF	Quality Control/Accept.	-----	CQCF	2/1000 lin ft	-----	-----	-----	-----	3	*At paver hopper or on roadway. Shall check sufficient to ensure specifications are met.
	Yield	502.11(b) CQCF	Quality Control/Accept.	-----	CQCF	1/sublot	-----	-----	-----	-----	3	Shall check sufficient to ensure specifications are met.

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SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
			Quality Control/Accept.	FOR PROJECTS, OR SEPARATE LOCATIONS WITHIN A PROJECT, REQUIRING LESS THAN 250 TONS, THE JMF, MATERIALS, AND PLANT AND PAVING OPERATIONS SHALL BE SATISFACTORY TO CQCF. REFER TO SUBSECTION 502.14 FOR FURTHER DETAILS.								
ADDITIVES	Anti-Stripping	502.02 1002.02(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment	1 pt friction top can	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by CD or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Hydrated Lime	502.02 1018.03(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	1 gallon friction top can	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by CD or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Waste Tire Crumb Rubber	502.02 1002.02.2 CQCF	Quality Control/Accept.	Gradation	CQCF S 601	1/shipment	1 gallon friction top can	CA	-----	30 days	3 OVF verifies if the document is in the system.	Shipment must be accompanied by CA. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.

T 502 - 1/10

SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ADDITIVES (Cont'd)	Latex	508.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment	1 gallon friction top can	CA	-----	30 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Shipment must be accompanied by a CA. Sample on when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Fiber	502.02 508.02 1002.02 Mat. Lab	Quality Control/Accept.	-----	QC with CQCF S 102	1/shipment	1 gallon friction top can	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Shipment must be accompanied by a CA. Sample only when questionable. Documents added to CQCF Documentation Data base by CQCF. CQCF to verify material is from a pre- approved source.

T 502 - 2/10

SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ADDITIVES (Cont'd)	Warm Mix Additives	50202 1002.02 Mat. Lab	Quality Control/Accept.		CQCF S 601	1/shipment /plant	1 pt friction top can	CA	-----	10 days		OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF. CQCF to verify material is on the AML. Shipment must be accompanied by a CA. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF. When this material is used in the blending process, the process must be accepted by DOTD/OVF prior to use.
AGGREGATES	Combined Aggregates (Moisture Content)	503.03 c CQCF	Quality Control/Accept.	Moisture TR 106	CQAF	1/day/plant	-----	-----	-----	-----	3	Shall check sufficient to ensure specifications are met.
	All Aggregates	502.02 1003.06(1) CQCF	Quality Control/Accept. Monitor	T-84 T-85 Gradation TR 113	CQCF S 101	1/source/ plant/size	3 full sample sack	-----	-----	10 days	3	CQCF to verify material is on the AML. Results submitted to CQCF/OVF upon request.

T 502 - 3/10

SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES (Cont'd)	Reclaimed Asphaltic Pavement (RAP)	502.02(c)(2) 1003.06 CQCF	Quality Control/Accept. Monitor	GMM TR 327 % AC TR 323 Gradation TR 309 % Crushed TR 306 (G _{SB}) (T-84, T-85)	CQCF	1/stockpile	3 full sample sacks	-----	-----	10 days	3	CQCF to verify material is on the AML GSE (or GSB) as required by specifications. CQCF may elect to use Dist. Lab results.
ASPHALT MIX RELEASE AGENT		1018.25 502.02 CQCF	Quality Control/Accept. Monitor	-----	-----	continuously	-----	-----	-----	-----	3	CQCF to verify material is on the AML Visual inspection for performance by CQCF.

T 502 - 4/10

SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (PLANT)	Anti-Strip Additive, %	502.01	Quality Control/Accept.*	-----	-----	1/half lot	-----	-----	-----	-----	3	*% AS from meter. Shall check sufficient to ensure specifications are met.
	Asphalt Cement, %	502.01	Quality Control/Accept.*	-----	-----	1/half lot	-----	-----	-----	-----	3	*% AC from meter. Shall check sufficient to ensure specifications are met.
	Gyratory Specimens Moisture Sensitivity LWT	502.03 CQCF	Quality Control/Accept.*	LWT AASHTO T-324	CQCF	1 set /20,000 tons	4 briquettes/set for LWT	-----	-----	-----	-----	
	Gyratory Specimens Moisture Sensitivity LWT	502.04 Dist. Lab	Validation	LWT T-324	CQCF	1set/JMF	4 briquettes/set for LWT	-----	-----	3 days	OVF to submit sample to Dist. Lab for CQCF	Sample and test during validation
	Gyratory Specimens (Volumetric)	502.05 CQCF	Quality Control/Accept.	Volumetric TR 304	CQCF	1/1000 tons	-----	-----	-----	-----		%Gmm@NI, Voids, VMA,VFA, abd %Gmm@NM (1/lot)
		502.06 CQCF	Quality Control/Accept. (Monitor)	Volumetric TR 304	CQCF	1/month	6 briquettes	-----	-----	-----	OVF to submit sample to Dist. Lab for CQCF	%Gmm@NI, Voids, VMA,VFA, Plant Quality Report on File at District Lab
		502.04 CQCF	Validation	Volumetric TR 304	CQCF	2/Sublot*	6 briquettes	-----	-----	2 days	3	%Gmm@NI,Voids,VMA,VFA and % Gmm@NM (1/validation lot) *1 add'l sample if desired

T 502 - 5/10

SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (PLANT) (Cont'd)	Job Mix Formula (JMF)	502.03 CQCF	Quality Control/Accept.	-----	-----	1/mix type/ Blend of material	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	CQCF shall submit to the OVF the proposed job mix formula with supporting design data. Acceptance by Dist. Lab Engineer s required before starting work. Documents added to CQAP Documentation Data base by CQCF.
	Loose Mixture	502.08 CQCF	Quality Control/Accept Monitor	Gmm TR 327	CQCF	1/1000 tons	suitable sampling bucket	-----	-----	-----	1	
		502.08 CQCF	Quality Control/Accept.	Particle Coating TR 328	CQCF	1/job mix	1 gal friction top can	-----	-----	-----	3	Also sample when coating is questionable.
		502.05 CQCF	Quality Control/Accept.	Gradation TR 309	CQCF	1/1000 tons	suitable sampling bucket	-----	-----	-----	3	-----
				% AC TR 323	CQCF			-----	-----	-----	3	-----
				% Crushed TR 306	CQCF			-----	-----	-----	3	-----

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SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (PLANT) (Cont'd)	Loose Mixture (Cont'd)	502.05 CQCF	Quality Control/Accept.	Moisture Content TR 319	CQCF	1/lot (1/1000 tons)	1 gal friction top can	-----	-----	-----	3	Shall check sufficient to ensure specifications are met.
		502.08 CQCF	Quality Control/Accept.	Temperature*	CQCF	2/1000 tons	-----	-----	-----	-----	3	*Temperature of mixture at discharge chute. Shall check sufficient to ensure specifications are met.
ASPHALTIC CONCRETE (IN-PLACE)	Roadway Cores (Mainline Roadway)	502.05 CQCF	Quality Control/Accept.	TR 304	CQCF**	(1/7500 Linear lane feet)*	4 or (6)* in. diameter core	-----	-----	-----		QC to use nuclear gauge to establish rolling pattern that produces required density. Core should be taken to ensure calibration of density gauge. ***As required by specifications. Shall check sufficient to ensure specifications are met. *When required by specifications.
		502.11(a) CQCF	Quality Control/Accept.	TR 304	CQCF	+3/sublot* (1/2500 Linear lane feet)	4 or (6) in. diameter core	-----	-----	3 days	1	For different mix uses, take 1 additional core/mix use. For validation lots take, 1 core/validation sublot, 5 total. *as required by specifications. (For projects with less than 2500 linear feet will required 3 cores. 4 fold testing shall not apply. For projects between 2500 and 5000 Linear feet take 2 cores/sublot)

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SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

Roadway) (Cont'd)		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (IN-PLACE) (Cont'd)	Roadway Cores (Mainline Roadway) (Cont'd)	Dist. Lab	*(Conflict Resolution)	(Gmm TR 327)	CQCF	(5/37,500 linear lane feet)	(6 in. diameter core)	-----	-----	-----	OVF to submit to Dist. Lab for CQCF.	*To be tested for dispute resolution when necessary. CQCF to provide sample to QVF.
		CQCF	(Verify.)	(Gmm TR 327)	CQCF	(1/37,500 ft/lane ft*3/37,500 linear lane feet)	(6 in. diameter core)	-----	-----	-----	3	(One acceptance core selected at random for purpose of Gmm JMF verification. *For samples outside of tolerance, 2 additional core to be selected and their results averaged for comparison to JMF.)
	Roadway Core, Minor with Density Requirement	502.11 CQCF	Quality Control/Accept.	TR 304	CQCF	3/1000 tons/ mix type)	(6" diameter core)	-----	-----	2 days	2	QC to use the nuclear gauge to establish rolling pattern that produces required density. Core should be taken to ensure calibration
	Roadway Core, Minor without Density Requirement	502.11 CQCF	Verify	Gmm TR 327	CQCF	* (3/1000 tons)	(6" diameter core)	-----	-----	5 days	3	To the satisfaction of the CQCF. When compactive effort is questioned, additional cores to be tested for density.
	Joint Density	CQCF		Non- destructive density reading	CQCF	(1/2500 ft/ lane/paving edge)					3	3 readings per acceptance core taken at corresponding paving edge and extracted core location must be within 2% of adjacent wheel path. Reading to be taken in the presence of CQCF and documented by QC. Copy to be given to CQCF/OVF.

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SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (IN-PLACE) (Cont'd)	Longitudinal Surface Tolerance Ride Quality	502.11(b) CQCF	Quality Control/Accept.	TR 644	CQCF	*Each wheel path for entire project	-----	-----	-----	-----	3	*Applies to travel lane wearing and binder.
	Loose Mixture* (Temperature)	502.08 CQCF	Quality Control/Accept.	-----	-----	2/1000 lin ft	-----	-----	-----	-----	3	*At paver hopper or on roadway. Shall check sufficient to ensure
	Transverse Surface Tolerance, Cross Slope	502.11(b) CQCF	Quality Control/Accept.	10' Metal static straightedge	CQCF	2/day	-----	-----	-----	1 day	2	Shall check sufficient to ensure specifications are met. *(For bike paths, detour roads, parking lots and shoulders)
	Depth	502.08	Quality Control/Accept. Monitor	-----	-----	1/1000 ft	-----	-----	-----	-----	3	Shall check sufficient to ensure plan thickness is met.
	Thickness & Width	502.1 CQCF	Quality Control/Accept.	-----	CQCF	1/1000 linear lane feet	-----	-----	-----	-----	3	Width to be measured at the same location of the cores. If differences are noted, TR 602 will be used to isolate area. Results to be documented and submitted to OVF.

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SECTION 502 SUPERPAVE ASPHALTIC CONCRETE MIXTURES (Cont'd)(2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC MATERIAL	Asphalt Cement	1002 Dist. Lab	Quality Control/Accept.	T 315	CQCF S 201	(1/month) 1/plant working tank/ day of production	(Plant/working tank/month) 2 qt friction top can	CD	-----	5 days	3 OVF to submit to Dist. Lab for CQCF. OVF verifies if the document is in the system	CQCF to verify material is on the AML. Test original binder DSR, including phase angle. If same does not meet criteria, the plant will be investigated and the Dist. Lab will notify the OVF, the HMA producer and the Mat. Lab. A record of results will be kept on file. Documents added to CQAP Documentation Data base by CQCF.
	Plant Produced Modified Asphalt Cement	Mat. Lab1002	Validation	T 315	CQCF S - 201	5/2000 tons/ source/ Base AC/ Plant/ Not required if blending process has been validated within 6 months	2 qt friction top can	-----	-----	30 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to provide sample to OVF. Blending process must be accepted by DOTD prior to validation. After validation sampling, production is to be suspended until passing results are obtained.
	Curing Membrane			REFER TO SECTION 506 OF THIS APPENDIX.								
	Prime Coat			REFER TO SECTION 505 OF THIS APPENDIX.								
	Tack Coat			REFER TO SECTION 504 OF THIS APPENDIX.								

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 504 ASPHALTIC TACK COAT

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
THIS SECTION IS TO BE USED AS A GUIDE FOR OTHER ITEM NUMBERS WHEN REFERENCE IS MADE TO SECTION 504 OF THIS APPENDIX.												
ASPHALTIC TACK COAT	Emulsified Asphalt	1002 Mat. Lab	Quality Control/Accept.	-----	CQCF	1/shipment	1 gal plastic bottle	CD No CD required if less than 250 gal.	-----	-----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab. for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Rate of Application	504.06	Quality Control/Accept.	-----	-----	1/day	-----	-----	-----	-----	2	Shall check sufficient to ensure specifications are met.

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SECTION 505 ASPHALTIC PRIME COAT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
THIS SECTION IS TO BE USED AS A GUIDE FOR OTHER ITEM NUMBERS WHEN REFERENCE IS MADE TO SECTION 504 OF THIS APPENDIX.												
ASPHALTIC TACK COAT	Emulsified Asphalt/ Cutback	1002 Mat. Lab	Quality Control/Accept.	----	CQCF	1/shipment	1 gal plastic bottle for Emulsion 1 qt. screw top can for Cutback	CD No CD required if less that 250 gal.	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab. for CQCF	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Rate of Application	504.06 CQCF	Quality Control/Accept.	----	CQCF	1/day	----	----	----	----	2	Shall check sufficient to ensure specifications are met.

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SECTION 506 ASPHALTIC CURING MEMBRANE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
THIS SECTION IS TO BE USED AS A GUIDE FOR OTHER ITEM NUMBERS WHEN REFERENCE IS MADE TO SECTION 506 OF THIS APPENDIX.												
ASPHALTIC CURING MEMBRANE	Emulsified Petroleum Resin/ Emulsified Asphalt	1002 506.02 Mat. Lab	Quality Control/Accept.	----	CQCF S 201	1/shipment	1 gal plastic bottle	CD	-----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable. Documents added to CQCF Documentation Data base by CQCF.
	Rate of Application	506.06	Quality Control/Accept.	----	----	1 day	----	----	----	----	2	Shall check sufficient to ensure specifications are met.
	Water	506.02 1018.01 Mat. Lab	Quality Control/Accept.	AASHTO T26	----	1/source	1 qt plastic bottle	----	----	11 days	3 OVF to submit to Mat. Lab for CQCF.	Drinkable water need not be sampled.

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SECTION 507 ASPHALTIC SURFACE TREATMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES	Rate of Application	507.06(b) CQCF	Quality Control/Accept.	-----	-----	First pass of aggregate spreader*	-----	-----	-----	1 day	3	*Must check sufficient to ensure materials being applied meet specification requirements for rate of application.
	Size 1,2,3 (for cold application)	507.01 1003.05	Quality Control/Accept.	Gradation TR 113 Deleterious Material TR 119	CQCF S 101	1/1000yd ³ / size	1 full sample sack	-----	-----		3	CQCF to verify material is on the AML Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency.
	Size 1,2,3 (for hot application)	507.01 1003.05 CQCF	Quality Control/Accept.	-----	CQCF S 101	-----	-----	CA		-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Certification from supplier for asphalt coating & gradation. Documents added to CQAP Documentation Data base by CQCF.
		507.01 1003.05 CQCF	Quality Control/Accept. Monitor	Gradation TR 113 Deleterious TR 119	CQCF S 101	*1/Project	1 full sample sack	-----	-----	5 day	-----	*Prior to beginning of operation.

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SECTION 507 ASPHALTIC SURFACE TREATMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC MATERIAL	Emulsified Asphalt	1002 507.02 Dist. Lab	Quality Control/Accept.	T 59	CQCF S 201	1/transport or storage tank	2-1 gal plastic bottles	CD	-----	3 days	3 OVF verifies if the document is in the system. OVF to submit to Dist. Lab for CQCF.	CQCF to verify material is on the AML. Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency. Documents added to CQAP Documentation Data base by CQCF.
		1002 507.02 Mat. Lab	Quality Control/Accept.	T 59	CQCF S 201	1/type/project	2 gal plastic bottle**	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. For complete analysis.
	Asphalt Cement	507.02 1002 Mat. Lab	Quality Control/Accept.	-----	CQCF S 201	1/shipment	1 qt friction top can	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Documents added to CQAP Documentation Data base by CQCF.
	Rate of Application	507.06(a) CQCF	Quality Control/Accept.	-----	-----	1/half day	-----	-----	-----	-----	2	Shall check sufficient to ensure specifications are met.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 508 STONE MATRIX ASPHALT (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ADDITIVES	Anti-Stripping	508.02(c)(1) 1002.02(a) Mat. Lab	Quality Control/Accept.	-----	-----	1/shipment/ plant*	1 pt friction top can	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by CD or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Mineral Filler	508.02(c)(2) 1003.06(a)(6) Mat. Lab	Quality Control/Accept.	-----	CQCF	1/500 tons*	1 gal friction top can	CD*	-----	-----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Sampling not required for Portland cement or hydrated lime when accompanied by CD. Documents added to CQAP Documentation Data base by CQCF.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 508 STONE MATRIX ASPHALT (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ADDITIVES (Cont'd)	Fibers (Mineral or Cellulose)	502.02 508.02 1002.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 102	1/shipment	1 gallon friction top can	CA	-----	10 days	3	Shipment must be accompanied by a CA. Sample only when questionable. Documents added to CQCF Documentation Data base by CQCF. CQCF to verify material is from a pre-approved source.
AGGREGATES	Combined Aggregates	503.03 c	Quality Control/Accept.	Moisture TR 106	CQCF S 101	1/day/plant	-----	-----	-----	-----	3	
	All Aggregates	508.01 1003.06(1) CQCF	Quality Control/Accept. Monitor	T-84 T-85 Gradation TR 113	CQCF S 101	1/source/ plant/size*	3 full sample sack	-----	-----	10 days	3	CQCF to verify material is on the AML Bulk Specific Gravity Gsb. *CQCF may elect to use Dist. Lab results. *Shall check sufficient to ensure specifications are met.
	Coarse Aggregate (+ No. 4)	1003.06 CQCF	Quality Control/Accept. Monitor	CAA TR 306 F & E ASTM D-4791	CQCF S 101	1/source/ plant/size*	1 full sample sack	-----	-----	10 days	3	CQCF to verify material is on the AML *CQCF may elect to use Dist. Lab results.
	Fine Aggregate (- No. 4)	1003.06 CQCF	Quality Control/Accept. Monitor	FAA TR 121	CQCF S 101	1/source/ plant/size*	1 full sample sack	-----	-----	10 days	3	*CQCF may elect to use Dist. Lab results.

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SECTION 508 STONE MATRIX ASPHALT (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALT MIX RELEASE AGENT		503.13 1018.25	Quality Control/Accept. Monitor	-----	-----	continuously	-----	-----	-----	-----	3	CQCF to verify material is on the AML. Visual inspection for performance by CQCF.
ASPHALTIC CONCRETE (PLANT)	Anti-Strip Additive, %	508.03 508.04 508.06 CQCF	Quality Control/Accept.		CQCF	1/sublot	*	-----	-----	-----	3	*Range given on JMF, % AS from meter. See QA Manual.
	Asphalt Cement, %	508.05 503.09 CQCF	Quality Control/Accept.		CQCF	1/sublot					3	*% AC from meter or scales. See QA Manual.
	Gyratory Specimens	508.03 CQCF	Design	TSR TR 322	CQAF S 203	1 set/JMF	6 briquettes/ set	-----	-----	-----		Results submitted with JMF.
	Gyratory Specimens (Moisture Sensitivity) (TSR) (Lottman)	508.04 CQCF	Valid.	TSR TR 322	CQAF S 203	1 set/JMF	6 briquettes/ set	-----	-----	-----	3	Sampled on first production day after validation by CQCF.
	Gyratory Specimens Volumetric	508.06 CQCF	Quality Control/Accept.	Volumetric TR 304	CQCF S 203 & S 605	1/sublot	suitable sampling bucket	-----	-----	1 day	3	Aged N _{design} .

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SECTION 508 STONE MATRIX ASPHALT (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (PLANT) (cont'd)	Job Mix Formula (JMF)	508.03 CQCF	Design		-----	1/mix type/plant				10 days		Contractor shall submit to the Design-Builder the proposed job mix formula with supporting design data. Acceptance by the Dist. Lab Engr. is required prior to starting work.
		508.04 CQCF	Valid.	Gmm TR327 Draindown ASTM D6390 % Asphalt TR 323 Gradation TR 309 Volumetric TR 304 TSR TR 322	CQCF	1/JMF	-----	-----	-----	-----	3	Three (3) samples on 1st days production for a maximum of 1,000 tons for validation.
	Loose Mixture (Maximum Theoretical Specific Gravity) G_{mm}	508.06(a) CQCF	Quality Control/Accept.	Gmm TR 327	CQCF S 203	1/sublot	suitable sampling bucket	-----	-----	1 day	1	4 fold testing does not apply.
	Loose Mixture (Asphalt Coating)	503.08 CQCF	Design/ Quality Control	Ross Count TR 328	CQCF S 203	1/JMF*	1 gal friction top can	-----	-----	-----		*Sample only when coating is questionable.
		503.08 CQCF	Quality Control/Accept.	Ross Count TR 328	CQCF S 203	1/JMF*	1 gal friction top can	-----	-----	1 day	3	4 fold testing does not apply. *Sample only when coating is questionable.
	Loose Mixture (Asphalt Draindown)	503.08 CQCF	Design	Draindown ASTM D6390	CQCF S 203	1/JMF	1 gal friction top can	-----	-----	-----		-----
		508.06(c) CQCF	Quality Control/Accept.	Draindown ASTM D6390	CQCF S 203	1/lot	1 gal friction top can	-----	-----	-----	3	-----

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SECTION 508 STONE MATRIX ASPHALT (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (PLANT) (Cont'd)	Loose Mixture (Gradation)	508.06 CQCF	Quality Control/Accept.	Gradation TR 309 % Asphalt TR 323	CQCF S 203 & S 605	1/sublot	-----	-----	-----	1 day	3	-----
	Loose Mixture* (Temperature)	503.03 508.08 CQCF	Quality Control/Accept.	-----	CQCF 605	1/sublot	-----	-----	-----	1 day	3	*Temperature of mixture at discharge chute. Shall check sufficient to ensure specifications are met.
	Density	508.06(d) CQCF	Quality Control/Accept.	-----	CQCF S 203 & S 605	3/sublot	4 or 6 in. diameter core	-----	-----	5 days	1	QC to use the nuclear gauge to establish rolling pattern that produces require density. Core should be taken to ensure calibration of density gauge. Discontinue rolling once matt has cooled to 220°F. 4 folding test does not apply
ASPHALTIC CONCRETE (IN-PLACE)	Longitudinal Surface Tolerance	508.06(e) 502.11(b) CQCF	Quality Control/Accept.	TR 644	CQCF TR 644	each subplot	-----	-----	-----	2 days	3	Applies to travel lane wearing and binder. Applies to shoulder, parking, airport runway and taxiway wearing.

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SECTION 508 STONE MATRIX ASPHALT (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE (IN-PLACE) (Cont'd)	Temperature of Mixture	508.08 CQCF	Quality Control/Accept.	-----	CQCF	2/sublot	-----	-----	-----	1 day		*Temperature of mixture at entry of MTV. Discontinue rolling once the matt has reached 220°F. Shall check sufficient to ensure specifications are met.
	Transverse Surface Tolerance, Cross Slope and *Longitudinal Surface Tolerance	508.05 CQCF	Quality Control/Accept.	10' Metal static straightedge	CQCF	2/day	-----	-----	-----	1 day	2	Shall check sufficient to ensure specifications are met. Results to be documented. <i>*(For bike paths, detour roads, parking lots and shoulders)</i>
	Depth	502.08	Quality Control/Accept. Monitor	-----	-----	1/1000 Linear lane feet	-----	-----	-----	-----	3	Shall check sufficient to ensure plan thickness is met. Results to be documented
	Thickness & Width	502.12 508.01 CQCF	Quality Control/Accept.		CQCF	1/1000 Linear lane feet	-----	-----	-----	-----	3	Width to be measured at the same location of the cores. If differences are noted, TR 602 will be used to isolate area. Results to documented and submitted to OVF.
ASPHALTIC MATERIAL	Asphalt Cement (PG 76-22M)	1002 CQCF	Quality Control/Accept.	-----	-----	-----	-----	CD	-----	-----		CQCF to verify material is on the AML. One CD to accompany each transport. Documents added to CQCF Documentation Data base by CQCF.

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SECTION 508 STONE MATRIX ASPHALT (Cont'd) (2016 Specifications)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC MATERIAL (Cont'd)	Asphalt Cement (PG 76-22M) (Cont'd)	1002 Dist. Lab	Quality Control/Accept.	DSR T-315	CQCF S 201	1/plant working tank/day of production	1 qt friction top can	-----	-----	5 days	3 OVF verifies if the document is in the system. OVF to submit to Dist. Lab for CQCF.	CQCF to verify material is on the AML Test original binder DSR, including Phase Angle. If sample does not meet criteria, the plant will investigate and the Dist. Lab will notify the CQCF/OVF, the HMA Producer, and the Mat. Lab. Documents added to CQAP Documentation Data base by CQCF.
	Tack Coat	REFER TO SECTION 504 OF THIS APPENDIX										

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SECTION 509 COLD PLANING ASPHALTIC PAVEMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
COLD PLANED SURFACE	Longitudinal Surface Tolerance (for single lift overlays only)	502.10(b) 509.03(b)	Quality Control/Accept. Monitor	TR 644	CQCF	each wheelpath segment	-----	-----	-----	-----	3	When a single lift is to be placed over the cold planed surface it must meet the requirements of binder course in Section 502 of this Appendix. See table 502-8b. IRI to be witnessed by CQCF and documentation provided to CQCF/OVF.
	Transverse Surface Tolerance, Cross Slope	502.10(b)	Quality Control/Accept.	-----	-----	2/day*	-----	-----	-----	-----	3	*As needed to meet requirements of binder. See table 502-4
TEMPORARY PAVEMENT MARKING			Quality Control/Accept.	REFER TO SECTION 713 OF THIS APPENDIX.								

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SECTION 510 ASPHALTIC CONCRETE PAVEMENT PATCHING, WIDENING AND JOINT REPAIR

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE			Quality Control/Accept.	For details on Additives, Aggregates, Asphalt Cements, Asphaltic Concrete, Asphaltic Tack Coat, Asphalt Mix Release Agent and Mineral Filler, Refer to Section 502 of this Appendix.								
	Density	502.11(a) CQCF	Quality Control/Accept.	TR 304	CQCF	3/sublot	4 or (6) in. diameter core	-----	-----	1 day	3	CQCF to use nuclear gauge to ensure specifications are met. Top 4 inches of finished section.

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE MIX DESIGNS, TESTS AND MATERIALS, REFER TO SECTION 901 OF THIS APPENDIX.												
ADHESIVE-LUBRICANT	For Preformed Elastomeric Compression Joint Seal	1005.03(b) Mat. Lab	Quality Control/Accept.	ASTM D4070	CQCF S 601	1/lot or shipment	1 qt friction top can	----	2000 yd ² PCCP	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Mix well before sampling. Seal can tightly.
BOLSTER BLOCKS	Concrete	601.09(h)	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX. (CLASS A STRUCTURAL OR PAVEMENT TYPE)								
CONCRETE-CURED	Cores - Thickness & Compressive Strength	601.18 CQCF	Quality Control/Accept.	Core Testing TR 225	CQCF	5/lot	5 cores*	----	For less than 2000 yd ² make cylinders and record depth measurements	dependent upon completion of lot & curing min. 3 days	2	See "Application of Quality Assurance Specifications for Portland Cement Concrete Pavement and Structures" for details. For pavement plan thickness 10.0 inches (250 mm) or less, 4" diameter (nominal) cores may be used. Coring to be witnessed by OVF. Alternative non-destructive method of verifying thickness for DOTD acceptance when used in conjunction with Flexural Strength Beams. CQCF to provided compressive strengths and thickness results to OVF. No split sampling is required for core testing.
	Beams-Flexural Strength/ Thickness	601.07 CQCF	Quality Control/Accept.	Concrete Test T-140	CQCF	1/1000 lin ft	----	----	----	----	2	Non-destructive testing required for testing acceptance measurement. Design-Builder and CQCF to submit plan with frequency for DOTD/OVF Acceptance.
	Surface Tolerance	601.11 CQCF	Quality Control/Accept.	Surface Tolerance TR 644	----	1/lane	Entire Lot	----	----	----	3	*Refer to QA manual for details. OVT to witness testing. **Shoulders, turnouts and crossovers shall be checked with an approved 10 ft. metal static straightedge at 1 location/300 ft. *Testing to be performed after all corrective work is complete.

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE-CURED (Cont'd)	Tine Texturing	601.08(h) CQCF	Quality Control/Accept.	Surface Texture TR 229	CQCF	2/lot*	----	----	----	1 day	3	*See DOTD TR 229
CONCRETE-PLASTIC	Compressive Strength	601.07 601.17 CQCF	Quality Control/Accept. Early Break	Concrete Test TR 230	CQCF S 301	*1 set of 3 cyl/location/ day	4 in. x 8 in. cylinder mold	----	----	1 day	----	*Used to determine early opening date for traffic or construction equipment.
		601.07 601.17 CQCF	Quality Control/Accept. Monitor	Concrete Test TR 230	CQCF S 301	**1 set of 3 cyl/core location/lot	4 in. x 8 in. cylinder mold	----	----	1 day	1	*28 day compressive strength to be used for Quarterly Validation (CQAP Table B.1)
	Rate of Application for Curing Compound	601.10 CQCF	Quality Control/Accept.	Rate Check	----	1/day	*	----	----	1 day	3	Shall check sufficient to ensure specifications are met. Visual inspection by CQCF (Check gallon/sq. yd.)
	Surface Finish (Straight Edge)	601.08(f) CQCF	Quality Control/Accept. Monitor	----		*entire surface area	----	----	----	----	3	*Tested for trueness with an approved 10 ft. metal static straightedge. Shall check sufficient to ensure specifications are met.
	Thickness	601.18(b)(3) CQCF	Quality Control/Accept.	Depth Check	CQCF	1/ lane/100 lin ft	----	----	----	----	3	Shall test sufficient to ensure specifications are met.

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE-PLASTIC (Cont'd)	Tine Texturing	601.08(h) CQCF	Quality Control/Accept. Monitor	Surface Texture TR 229	CQCF	* 1/500 Ft.	-----	-----	-----	-----	3	*Shall check sufficient to ensure specifications are met.
	Liquid Membrane Forming Compound	601.02 1011.01(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	1 qt friction top can	CC	-----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Visual inspection by CQCF Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
EPOXY RESIN SYSTEMS	Type I, Grade C	601.02 1017.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/lot or shipment	1 qt each component friction top can	CC	-----	11 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Visual inspection by CQCF Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GEOTEXTILE FABRIC		601.02 1019 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type/ source/ shipment	3 lin ft/roll width of fabric (minimum of 18 Sq. Ft.)	CC	150 yd ² of fabric	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.
JOINT FILLERS	Preformed Polyurethane Foam/ Wood	601.02 1005.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/5000 lin ft/ type	36 in. length	-----	2000 yd ² PCCP	10 days	3 OVF to submit to Mat. Lab for CQCF.	
JOINT FORMER/ SEALER (Combination)	Preformed Joint Former/ Sealer	1005.04 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/5000 lin ft/ type	6 ft. length	-----	2000 yd ² PCCP	11 days	3 OVF to submit to Mat. Lab for CQCF.	-----

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
JOINT SEALANT (Extruded)/ (Hot Poured)	Silicone Polymer (single or two- component rapid cure)/ Rubberized Asphaltic Type	1005.02(c), (d) Mat. Lab	Quality Control/Accept.	-----	CQCF S 611	1/batch/ shipment	1 gal friction top can	CD	2000 yd ² PCCP	30 days/ 11 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by a certificate or when questionable. Documents added to CQCF Documentation Data base by CQCF.
JOINT SEALANT (Backing Material)	Rods	1005.02(a) (c) (d) Mat. Lab	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	CQCF to verify material is on the AML For use with polyurethane silicone polymer joint seals. For Hot poured joint sealants, use heat resistant rods. Visual inspection by CQCF.
JOINT SEALANTS (Primer)		1005.02(b), (c),(d) CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	CQCF to verify material is on the AML Visual inspection by CQCF

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
JOINT SEAL (Preformed)	Elastomeric Compression	1005.03(a) Mat. Lab CQCF	Quality Control/Accept.	-----	CQCF S 601	1/lot or shipment	8 ft. length	CA	2000 yd ² PCCP	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML CQCF forwards CA with sample to OVF. Documents added to CQAP Documentation Data base by CQCF.
LIME	Hydrated	1018.03	Quality Control/Accept.	-----	-----	1/shipment	-----	CD	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
LUBRICANT-ADHESIVE		1005.03(b) 1005.07	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	CQCF to verify material is on the AML For use with preformed polyurethane foam joint seal. Visual inspection by CQCF.
NON-SHRINK PATCHING SYSTEM	Non-Shrink Grout	601.13(a) 1018.26 Mat. Lab	Quality Control/Accept. / Early Breaks	-----	CQCF S 601	1/source	1 sack	-----	-----	16 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample shall be submitted in an unbroken moisture proof sack. To be tested for early strength when required.
REINFORCEMENT	Adhesive Anchor System	601.09 Mat. Lab	Quality Control/Accept.	-----	CQAP S 501	1/type	-----		2000 yd ² PCCP	12 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML

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SECTION 601 PORTLAND CEMENT CONCRETE PAVEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT (Cont'd)	Dowel Bars (Cont'd)	601.09 1009.04 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/shipment	2 bars *	-----	2000 yd ² PCCP	9 days	3 OVF to submit to Mat. Lab for CQCF.	*For mechanical placement, only one dowel bar required. Basket assemblies checked for dimensional conformance by CQCF. Visual inspection by CQCF
	Mechanical Butt Splicing Devices	806.07 Mat. Lab	Quality Control/Accept.	-----	CQCF	1/size/ shipment	-----	-----	2000 yd ² PCCP	9 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML.
	Tie Bars	1009.03 Mat. Lab	Quality Control/Accept.		CQCF S 501	1/size/grade/ 150,000lb/ source	2 bars	CA	2000 yd ² PCCP	9 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML. Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
TAR PAPER		601.09 (b),(h) Mat. Lab	Quality Control/Accept.	-----	CQCF	1/source*	2 ft. x 2 ft.	-----	-----	9 days	3 OVF to submit to Mat. Lab for CQCF.	For Bolster Blocks. *Visual inspection by CQCF. Sample only when questionable.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE MIX DESIGNS, TESTS AND MATERIALS, REFER TO SECTION 901 OF THIS APPENDIX.												
ADHESIVE-LUBRICIANT	For Preformed Elastomeric Compression Joint Seal	1005.03(b) Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/lot or shipment	1 qt. friction top can	----	----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Mix well before sampling. Seal can tightly.
BOLSTER BLOCKS	Concrete	601.09(h)	Quality Control/Accept.		REFER TO SECTION 901 OF THIS APPENDIX. (CLASS A STRUCTURAL OR PAVEMENT TYPE)							
CONCRETE-CURED	Surface Tolerance (Grinding)	601.11 602.11 CQCF	Quality Control/Accept.	Surface Tolerance TR 644	----	1/location/ 300 ft.**	----	----	----	----	3	*See QA manual for details. **Shoulders, turnouts and crossovers shall be checked with an approved 10 ft. metal static straightedge. To be tested prior to, as well as after corrective work complete by Design-Builder. For patching, test each patched area. CQCF must furnish a DOTD approved profiler and an approved 10 ft. metal static straightedge.
		601.11 602.11 CQCF	Quality Control/Accept.	Surface Tolerance TR 644	----	Each lane/each wheel path	----	----	----	2 days	3 OVF verifies if the document is in the system	Travel lane and associated pavement will be tested after quality control testing and corrective work completed by Design-Builder. CQCF will be present for the final test run and will immediately receive a copy of the test result. For patching, test each patched area. Documents added to CQAP Documentation data base by CQCF.
	Tine Texturing (Patching)	602.07 602.08 602.09 602.10 CQCF	Quality Control/Accept.	Surface Texture TR 229	----	For each patched area	----	----	----	1 day	3	Shall check sufficient to ensure specifications are met. Match texture of adjoining pavements.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE-PLASTIC	Compressive Strength	602.07 to 602.10 901.12 CQCF	Quality Control/Accept.	Compressive Strength TR 230	CQCF S 301	3 cyl/pour/ 100yd ³ max.	4 in. x 8 in. cylinder mold	-----	-----	-----	-----	-----
		602.07 to 602.10 CQCF	Quality Control/Accept. Early Break	Compressive Strength TR 230	CQCF S 301	*1 set of 3 cyl/ day	4 in. x 8 in. cylinder mold	-----	-----	1 day	-----	*Used to determine early opening date for traffic or construction equipment.
	Rate of Application for Curing Compound	601.10 CQCF	Quality Control/Accept.	-----	CQCF	1/day	-----	-----	-----	-----	3	Shall check sufficient to ensure specifications are met. Visual inspection by QC. Check Gal/sq. yd.
	Surface Finish (Patching)	602.11 CQCF	Quality Control/Accept.	-----	CQCF	2/Each patched area	-----	-----	-----	-----	3	Tested for trueness with an approved 10 ft. metal static straightedge. Be witnessed by OVT
	Thickness	601.18(b)(3) CQCF	Quality Control/Accept.	Depth Check of Excavated Area	CQCF	Each patched area	-----	-----	-----	-----	3	Shall test sufficient to ensure specifications are met. Design-Builder may propose a lower frequency after 8 consecutive matching test results provided CQCF maintains minimum sampling and testing frequency.
	Tine Texturing	601.08(h) CQCF	Monitor	Surface Texture TR 229	CQCF	* 1/500 Sq. Ft.	-----	-----	-----	-----	3	Shall check sufficient to ensure specifications are met.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CURING MATERIALS (Cont'd)	Liquid Membrane Forming Compound	601.02 1011.01(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	1 qt friction top can	CC	-----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Visual inspection by CQCF Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
EPOXY RESIN SYSTEMS	Type I, Grade C	602.02 1017.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/lot or shipment	-----	CC	-----	11 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQCF Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
JOINT FILLERS	Preformed Polyurethane Foam/Wood	601.02 1005 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/5000 lin ft/ type	36 in. length	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	
JOINT FORMER/SEALER (Combination)	Preformed Joint Former/ Sealer	1005.04 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/5000 lin ft/ type	6 ft. length	-----	-----	11 days	3 OVF to submit to Mat. Lab for CQCF.	-----
JOINT SEALANT (Extruded)/ (Hot Poured)	Silicone Polymer (single or two-component rapid cure)/ Rubberized Asphaltic Type	1005.02(c), (d) Mat. Lab	Quality Control/Accept.	-----	CQCF S 611	1/batch/ shipment	1 gal friction top can	CD	-----	30 days/ 11 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by a certificate or when questionable. Documents added to CQCF Documentation Data base by CQCF.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
JOINT SEALANT (Backing Material)	Rods	1005.02(a)(c)(d) Mat. Lab	Quality Control/Accept.	----	----	----	----	----	----	----	3	CQCF to verify material is on the AML For use with polyurethane silicone polymer joint seals. For Hot poured joint sealants, use heat resistant rods. Visual inspection by CQCF.
JOINT SEALANTS (Primer)		1005.02(b)(c)(d) CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	3	CQCF to verify material is on the AML Visual inspection by CQCF
JOINT SEAL (Preformed)	Elastomeric Compression	1005.03(a) Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/lot or shipment	8 ft. length	CA	----	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML CQCF forwards CA with sample to OVF. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
LIME	Hydrated	1018.03	Quality Control/Accept.	----	----	1/shipment	----	CD	----	----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
LUBRICANT-ADHESIVE		1005.03(b) 1005.07	Quality Control/Accept.	----	----	----	----	----	----	----	3	CQCF to verify material is on the AML For use with preformed polyurethane foam joint seal. Visual inspection by CQCF.
LOW-SHRINK PATCHING MATERIAL	Rapid Set Compressive Strength/Shrinkage	602.15 Mat. Lab	Quality Control/Accept.	Compressive Strength C 109 Shrinkage ASTM C157	----	1/source	1 bag Sample shall be submitted in unbroken moisture proof sack.	CC	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. CQCF to submit proposed water content value to be used at job site with sample.
	Compressive Strength	602.15 Dist. Lab	Quality Control/Accept./ Monitor	Compress. Strength ASTM C109	CQCF	1/1st day production for acceptance	6 cubes	----	----	----	3 OVF to submit to Dist. Lab for CQCF.	For preapproval of design. Tested at 3 and 24 hours.

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SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT	Adhesive Anchor System	601.09 Mat. Lab	Quality Control/Accept.	-----	CQCF	1/type	-----	-----		12 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML
	Dowel Bars	1009.04 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/shipment	2 bars *	-----	-----	9 days	3 OVF to submit to Mat. Lab for CQCF.	*For mechanical placement, only one dowel bar required. Basket assemblies checked for dimensional conformance by CQCF. Shall check sufficient to ensure specifications are met
	Tie Bars	1009.03	Quality Control	-----	-----	-----	-----	CA	-----	-----	-----	QC to verify material is on the AML. Visual inspection by QC. QC to provide document to CQCF.
	Tie Bars	1009.03 Mat. Lab	Quality Control/Accept.		CQCF S 501	1/size/grade/ 150,000lb/ source	2 bars	CA	-----	9 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML. Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.

T 602 - 7/8

SECTION 602 PORTLAND CEMENT CONCRETE PAVEMENT REHABILITATION (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT (Cont'd)	Steel Fibers	602.09 Mat. Lab*	Quality Control/Accept.		CQCF	1/shipment	1 qt. can	CC			3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	*Visual inspection by CQCF. Sample when questionable. Documents added to CQAP Documentation Data base by CQCF.
TAR PAPER		601.09(b)(h)	Quality Control/Accept.	S 601	CQCF	1/source*	2 ft x 2 ft	-----	-----	9 days	3 OVF to submit CQCF sample to DOTD Mat. Lab.	For Bolster Blocks. *Visual inspection by CQCF Sample only if questionable.
POWERED AMMONIUM LIGNIN SULPHONATE		CQCF 602.14	Quality Control/Accept.		1/lot or batch	-----	CC	-----	-----	-----	3 OVF verifies if the document is in the system.	Documents added to CQAP Documentation Data base by CQCF.
SURRY	Time of Efflux	CQCF 602.14	Quality Control/Accept.	Efflux	COAF TR 633	2/half day	3 gal. suitable container	-----	-----	1/2 hr	3 OVF verifies if the document is in the system.	To be witnessed and documented by CQCF. Documents added to CQAP Documentation Data base by CQCF.

T 602 - 8/8

SECTION 701 CULVERTS & STORM DRAINS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL	Density, when required by specifications (Other than Type A)	701.08 CQCF	Quality Control/Accept.	In-Place Density TR 401	-----	1/200 Ln. Ft. Pipe/Location/side of pipe/3' of backfill	-----	-----	-----	-----	1	*Test first lift a 1/3 the pipe height and at least 1 test for each additional 3' of backfill thickness. Shall check sufficient to ensure specifications are met for each lift of backfill CQCF to do TR 415 or TR 418
	Density (Non-Paved Areas)	701.08 CQCF	Quality Control/Accept.	In-Place Density TR 401	-----	1/pipe/ location	-----	-----	-----	-----	-----	*Visual inspection & compaction to the density of the surrounding soil to the satisfaction of the CQCF. Shall check sufficient to ensure specifications are met
	Flowable Fill	701.08(1)	Quality Control/Accept.	REFER TO SECTION 710 OF THIS APPENDIX.								
	Moisture Content	701.08 CQCF	Quality Control/Accept.	Moisture Content TR 403	CQCF S 401	*1/Location	-----	-----	-----	-----	1	*Test taken during or just prior to compaction. Shall check sufficient to ensure specifications are met at the time of compaction. CQCF to do TR 415 or TR 418
		701.08 CQCF	Design	Max. Density TR 415 or TR 418	CQCF S 401	*1/source	6 sacks	-----	-----	-----	3	*Required as material changes.

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SECTION 701 CULVERTS & STORM DRAINS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL (Cont'd)	Selected Soil*	203.06 701.02 CQCF	Quality Control/Accept.	Liquid Limit, Plastic Limit, PI TR 428 Hydrometer TR 407 %Organic TR 413 pH TR 430* Resistivity TR 429*	CQCF S 403	1/1,000 yd ³	1 full sample sack	-----	-----	10 days	3	*pH and resistivity required for metal pipe. Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Shall check sufficient to ensure specifications are met.
	Type A Backfill (Stone, RPCC, RAP)	701.02 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF	1/1,000 yd ³	1 full sample sack	-----	-----	-----	2	CQCF to verify material is on the AML RPCC must be from an approved source. TR 428 is not required for RAP. Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency. Shall check sufficient to ensure specifications are met.
BEDDING MATERIAL			Quality Control/Accept.	REFER TO SECTION 726 OF THIS APPENDIX.								

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SECTION 701 CULVERTS & STORM DRAINS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE PIPE AND PIPE ARCH	Non-Reinforced (Concrete Sewer Pipe)	701.02 1006	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CD to include lot number for gasket materials. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
	Reinforced	701.02 1006	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to provide document to OVT. CQCF to verify material is on the AML. CQCF to verify stamp by DOTD Const. Fab. Insp.
CONDUIT PLUG & COLLARS	Concrete (Class R)		Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
GASKET MATERIAL (For Pipe)	Flexible Plastic Gasket	701.02 1006.06(b)	Quality Control/Accept.	-----	-----	-----	-----	CC*	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Gasket lot no. listed on pipe CC. Primer used according to gasket manufacturer's recommendation; sample not required. Documents added to CQAP Documentation Data base by CQCF.
	Rubber Gaskets	701.02 1006.06(a)	Quality Control/Accept.	-----	-----	-----	-----	CC*	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Gasket lot no. listed on pipe CC. Lubricant used according to gasket manufacturer's recommendation; sample not required. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 701 CULVERTS & STORM DRAINS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GEOTEXTILE FABRIC		701.02 1019.01 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type/source/ shipment	3 Ln. Ft./roll width of fabric (min 18 ft ²)	CC	-----	11 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML. For pipe wrap visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
METAL PIPE	Bituminous Coated Corrugated Steel Pipe & Pipe Arch	701.02 1007.02	Quality Control/Accept.	-----	Inspected, approved and marked by MFR. prior to use.			CD	-----	10 days	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CD includes gage, diameter, coupling bands, gasket materials and hardware. Documents added to CQAP Documentation Data base by CQCF.
	Corrugated Aluminum Pipe & Pipe Arch	701.02 1007.05	Quality Control/Accept.	-----	Inspected, approved and marked by MFR. prior to use.			CD	-----	11 days	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CD includes gage, diameter, coupling bands, gasket materials and hardware. Documents added to CQAP Documentation Data base by CQCF.
	Structural Plate For Pipe & Pipe Arch	701.02 1007.04	Quality Control/Accept.	-----	Inspected, approved and marked by MFR prior to use.			CD	-----	11 days	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CD includes gage, diameter, coupling bands, gasket materials and hardware. Documents added to CQAP Documentation Data base by CQCF.
	Galvanizing Repair Compound	1007.01 1008.05	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	CQCF to verify material is on the AML. Visual inspection by CQCF.

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SECTION 701 CULVERTS & STORM DRAINS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
MORTAR	Cement, Sand & Water	701.02 702.02	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	Visual inspection by CQCF.
PLASTIC CULVERT PIPE		701.02 1006.07	Quality Control/Accept.	-----	-----	-----	-----	CC	-----	-----	3 OVF verifies if the document is in the system	CQCF to verify material is on the AML. Visual inspection by CQCF. CC includes split coupling bands, straps and gasket material.
	Mandrel Test	701.09(a)	Quality Control/Accept.	-----	CQCF S 601	1/line of pipe	-----	-----	-----	-----	3	For 36 in. diameter or less. CQCF to observe and approve. For pipe larger than 36 inches in diameter deflection shall be determined by a method approved by the Design Builder.
PLASTIC YARD DRAIN PIPE & JOINTS		701.02 1006.09 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type/size/ shipment	6 ft length	CA	-----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML. For corrugated Polyethylene 4 pieces 5 ft. length. Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
FITTINGS FOR PLASTIC YARD DRAIN PIPE & JOINTS		701.02 1006.09 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type/size/ shipment	1 item	CC	-----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	Sample when not accompanied by certificate or when questionable. Document added to CQAP Documentation Data base by CQCF.

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SECTION 701 CULVERTS & STORM DRAINS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PLASTIC SOIL BLANKET	Thickness (Compacted)	203.10 CQCF	Quality Control/Accept.			1/1,000 lin ft. /slope	-----	-----	-----	-----	2	Shall check sufficient to ensure specifications are met.
	Plastic Soil	203.10 CQCF	Quality Control/Accept.**	PI TR428 % Silt TR407 pH TR430 % Organic TR413	CQCF S 401	1/1,000 yd ³ *	1 full sample sack	-----	-----	5 days	3	*Not required if tested & approved as excavation or borrow pit material. Pit approval allowed if identifiable strata can be isolated. **Shall support a satisfactory stand of grass in accordance with Sections 714 or 717. Design-Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency. Shall check sufficient to ensure specifications are met.

T 701 - 6/6

SECTION 702 MANHOLES, JUNCTION BOXES, CATCH BASINS & END TREATMENTS

MATERIAL	REF.		PURP.	TEST METHOD	SAMPLED BY		MIN. FREQ.	MIN. QUANT.		CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
	TESTED BY				METHOD			CONTAINER						
FOR DETAILS ON CONCRETE TEST, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX. (CLASS M)														
BACKFILL	Density	702.04 701.08(c) CQCF	Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.										
	Flowable Fill	701.08(c) 702.04 CQCF QC	Quality Control/Accept.	REFER TO SECTION 710 OF THIS APPENDIX.										
	Granular Material	702.04 701.08(c) CQCF QC	Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.										
	Selected Soil	702.04 701.08(c) CQCF QC	Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.										
BRICK	Sewer	702.04 1004.01 Mat. Lab.	Quality Control/Accept.	ASTM C139 or AASHTO M91	CQCF S 601	*1/25,000/ type	5 bricks	----	----	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.		
COVERS, FRAMES & GRATES		702.02 1018.04 Mat. Lab	Quality Control/Accept.	----	----	*1 bar	----	CA	----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to receive form 4148 and CA for physical and chemical properties, from the QC. Documents added to CQAP Documentation Data base by CQCF. When questioned by CQCF; one tension test bar, ASTM A 48, specimen B, (threaded) representing lot of material from which item is cast to be submitted to Const. Fab. Refer Section 807 of this appendix.		

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SECTION 702 MANHOLES, JUNCTION BOXES, CATCH BASINS & END TREATMENTS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE TEST, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX. (CLASS M)												
CULVERT SAFETY ENDS	Pipe Runners & Hardware	702.04(c)	Quality Control/Accept.	----	----	----	----	CA	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. document added to CQAP Documentation Data base by CQCF.
	Epoxy Resin Systems	702.04(c) 1017.02 Mat. Lab	Quality Control/Accept.	Table 1017-1 and 2	CQCF S 601	1/lot or shipment*	1 qt each component friction top can	CC	1 gal	11 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
	Adhesive Anchor Systems	702.04(c) 1017.02 Mat. Lab	Quality Control/Accept.	Table 1017-1 and 2	CQCF S 601	1/lot or shipment	1 qt each component friction top can	----	1 gal	11 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable.
DRY-BATCHED SACKED CONCRETE	Compressive Strength	702.04(b) 712.02(e) CQCF	Quality Control/Accept.	Compressive Strength TR 230	CQCF	1 set/1,000 sacks 3 cyl/set	1 sack 6 in. x 12 in. cylinder mold*	CC**	----	----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Cylinders made by DB from contents of sack mixed with water to produce a slump of 2 to 5 inches. **CC should show mix proportions. Documents added to CQCF Documentation Data base by CQCF.

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SECTION 702 MANHOLES, JUNCTION BOXES, CATCH BASINS & END TREATMENTS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE TEST, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX. (CLASS M)												
GASKET MATERIALS	Flexible Plastic Gasket	702.04 1006.06(b) Mat. Lab	Quality Control/Accept.	AASHTO M198	CQCF	-----	3 ft length	CC**	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Visual inspection by CQCF Sample only if questionable. **Gasket Lot no. listed on precast unit CC. document added to CQAP Documentation Data base by CQCF.
GEOTEXTILE FABRIC		702.02 1019.01 Mat. Lab	Quality Control/Accept.	Table 1019-1	CQCF S 601	1/type/ source/ shipment	3 lin ft/roll width of fabric* (min 18 ft ²)	CC	-----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. For wrap, visual inspection by CQCF. Sample when not accompanied by certificate or when questionable.
JOINT FILLER		702.04 1005.01(c)	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	*Visual inspection by CQCF. Sample only when questionable.
METAL WORK COATINGS	Metal Work Paint	702.04(a) 702.02 1008.05 Mat. Lab	Quality Control/Accept.	ASTM B117	CQCF	1/batch	1 qt friction top can	-----	-----	10 days	3	Visual inspection by CQCF
	Asphaltic Varnish	702.02 1008.03 Mat. Lab	Quality Control/Accept.	ASTM D1640	CQCF S 601	1/batch	1 qt friction top can	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.

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SECTION 702 MANHOLES, JUNCTION BOXES, CATCH BASINS & END TREATMENTS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE TEST, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX. (CLASS M)												
MORTAR	Cement, Sand & Water	702.02	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection by CQCF. Sample only when questionable.
PRECAST REINFORCED CONCRETE UNITS		702.02 1016	Quality Control/Accept.	Inspected approved and stamped by MFR. prior to use.				CD	----	----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML. Visual inspection by CQCF. CC to include lot number for Gasket Materials. Documents added to CQAP Documentation Data base by CQCF.
REINFORCEMENT	Bars	702.02 1009 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/grade/ 150,000 lb/ source*	48 in. length	CA	----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Chairs	702.04 805 806.06 Mat. Lab	Quality Control/Accept.	----	CQCF S 501	1/type	1 chair	----	----	9 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. Chairs with plastic coated tips need not be sampled. Metal chairs in contact with exterior surfaces of concrete shall be hot-dipped galvanized electroplated with zinc (GS Grades), plastic coated or stainless steel.

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SECTION 702 MANHOLES, JUNCTION BOXES, CATCH BASINS & END TREATMENTS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE TEST, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX. (CLASS M)												
REINFORCEMENT (Cont'd)	Wire Fabric	702.02 702.04 1009.01(d) Mat. Lab	Quality Control/Accept.	ASTM D185	CQCF* S 501	1/shipment	48 in. x 48 in.	-----	-----	11 days	3	*Sampled by Const. Fab. for precast items. Except for MSEW and other non-typical pre-cast items. *Visual inspection by CQCF.
SACKS		702.04(b) 1018.20 Mat. Lab	Quality Control/Accept.	AASHTO M182	CQCF S 501	1/type/ source	1 sack	-----	-----	9 days	3 OVF to submit to Dist. Lab for CQCF.	*Visual inspection by CQCF. Sample only when if questionable.
STONE		702.04(b) 712.02(d) CQCF	Quality Control/Accept.	Visual inspection and/or gradation check (at source, Proj. Site, or both, at CQCF's option).*				-----	-----	-----	-----	CQCF to verify material is on the AML *Materials Lab available for assistance prior to use.

T 702 - 5/5

SECTION 703 UNDERDRAIN SYSTEMS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CONCRETE BASE COURSE & SURFACING		-----	Quality Control/Accept.	REFER TO SECTIONS 502 AND 510 OF THIS APPENDIX.								
BACKFILL	Aggregate (Size 3)	703.02 1003.07 CQCF	Quality Control/Accept.	%Crushed TR 306 Gradation TR113 Deleterious TR 119	CQCF S 101	1/1,000 yd³	1 full sample sack	-----	-----	4 days	2	Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency. Shall check sufficient to ensure specifications are met.
	Granular Material	703.02 1003.07 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/1,000 yd³	1 full sample sack	-----	-----	4 days	2	Design Builder may propose a lower frequency after 8 consecutive passing test and provided CQCF maintain their minimum sampling testing frequency.Shall check sufficient to ensure specifications are met.
GEOCOMPOSITE WALL DRAINS		703.02 1019.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/ type/ lot or fittings: 1/ type/ shipment	4 ft²	CA	-----	11 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.
GEOTEXTILE FABRIC		703.02 1019.01 Mat. Lab	Quality Control/Accept.	Table 1019-1	CQCF S 614	1/type/ source/ shipment	3 lin ft/roll width of fabric*	CC	150 yd²	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Sample a minimum of 18 ft². Documents added to CQAP Documentation Data base by CQCF.

T 703 - 1/3

SECTION 703 UNDERDRAIN SYSTEMS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
HARDWARE CLOTH	Rodent Screen	703.02 1018.21 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	1 screen	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF	*Visual inspection by CQCF. Sample only when questionable.
METAL PIPE	Perforated Bituminous Coated Corrugated Steel	703.02 1018.22 CQCF	Quality Control/Accept.	-----	-----	-----	-----	CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CD includes gage, diameter, coupling bands, gasket material and hardware. Documents added to CQAP Documentation Data base by CQCF.
	Perforated Corrugated Aluminum	703.02 1007.06 CQCF	Quality Control/Accept.	-----	-----	-----	-----	CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CD includes gage, diameter, coupling bands, gasket material and hardware. Documents added to CQAP Documentation Data base by CQCF.
PLASTIC PIPE		703.02 1006.08 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type/size/shipment	6 ft. length*	CA	less than 1,000 ft	10 days	3 OVF to submit Mat. Lab. for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *For corrugated Polyethylene 4 pieces 5 ft. length. Documents added to CQAP Documentation Data base by CQCF.
PLASTIC PIPE FITTINGS		703.02 1006.08 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	3/type/size/shipment	-----	CC	less than 1,000 ft	10 days	3 OVF to submit Mat. Lab. for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.

T 703 - 2/3

SECTION 703 UNDERDRAIN SYSTEMS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
		TESTED BY			METHOD		CONTAINER	DISTR.					
PORTLAND CEMENT CONCRETE	Headwalls (Class M)	703.03(b) CQCF	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.									
PRECAST CONCRETE HEADWALLS		703.02 1016.03 CQCF	Quality Control/Accept.	----	Inspected, stamped and approved by MFR prior to use.			CD	----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to verify stamp. When questionable, contact Const. Fab. Unit prior to use. Documents added to CQAP Documentation Data base by CQCF.	
REINFORCING STEEL	Bars	1009.01 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/source*	48 in. length	CA	-----	10 days	3 OVF to submit Mat. Lab for CQCF. OVF verifies if the document is in the system.	*CQCF to verify material is on the AML. *For corrugated Polyethylene 4 pieces 5 ft. length. If listed on AML material with CA need not be sampled. Sample for verification when questionable. Documents added to CQAP Documentation Data base by CQCF.	
	Wire Fabric	1009.01(d) Mat. Lab	Quality Control/Accept.	ASTM A185	CQCF S 501	1/shipment	48 in. X 48 in.	----	-----	11 days	3 OVF to submit Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable.	

T 703 - 3/3

SECTION 704 GUARD RAIL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Class M)	Mix Designs, Materials & Tests	704.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
GALVANIZING REPAIR COMPOUND		704.03(b) 811.12 Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/type	1 can	----	----	----	3 OVF to submit to Mat. Lab for CQCF.	*CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable.
HARDWARE	Accessories, Bolts, End Anchor Rods, Fittings, Nuts and Washers	704.02 1010.10 Mat. Lab	Quality Control/Accept.	----	CQCF S 501	1/size/type/shipment*	1 of each item	CC	----	12 days	3 OVF to submit to Mat. Lab for CQCF.	Visual inspection sample by CQCF only if not listed on CC or when questionable. Documents added to CQAP Documentation Data base by CQCF.
METAL BEAM RAIL AND END TREATMENTS		704.02 1010.08	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	*CQCF to verify material is on the AML Visual inspection by CQCF. Rail shall be stamped with the name or brand of manufacturer, ID symbol or code for heat, no. and coating of lot, AASHTO spec. no., and class and type. Documents added to CQAP Documentation Data base by CQCF.
POSTS AND SPACER BLOCKS	Steel	704.02 1010.09(b)	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Timber	704.02 1010.09(a)	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.

T 704 - 1/2

SECTION 704 GUARD RAIL (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT	Wire Fabric	1009.01(d) Mat. Lab	Quality Control/Accept.	ASTM A185	CQCF S 501	1/shipment	48 in. x 48 in.	-----	-----	11 days	3 OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable.
WIRE ROPE & FITTINGS		1010.11 Mat. Lab	Quality Control/Accept.	-----	-----	-----	-----		-----	-----	3 OVF verifies if the document is in the system.	*Wire rope only. CQCF visually inspects fittings. Documents added to CQAP Documentation Data base by CQCF.
WELDING		704.02	Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX.								

T 704 - 2/2

SECTION 705 FENCES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CHAIN LINK FENCE, GATES AND APPURTENANCES	Fabric (Wire)	705.02 1010.07 Standard Plans Mat. Lab	Quality Control/Accept.	AASHTO M 181	CQCF S 501	1/lot or shipment	36 in. length	-----	1,000 lin ft of fence*	11 days	3 OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable.
	Fittings and Misc. Hardware	705.02 1010.07 Standard Plans Mat. Lab	Quality Control/Accept.	AASHTO M 181	CQCF S 501	1/type/size*	1 of each item**	-----	-----	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. **One piece of each type of fitting or hardware used is to be submitted.
	Gate Frames, Posts, Rails	705.02 1010.07 Standard Plans Mat. Lab	Quality Control/Accept.	AASHTO M 181	CQCF S 501	1/type/lot or shipment	1 post or 7 ft section	-----	1,000 lin ft of fence*	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Hog Rings, Tension Wire, Wire Fabric Ties, & Wire Ties	705.02 1010.07 Standard Plans Mat. Lab	Quality Control/Accept.	AASHTO M 181	CQCF S 501	1/type/lot or shipment	48 in. length or 3 pieces*	-----	1,000 lin ft of fence**	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Wire ties, wire fabric ties and hog rings require only 3 precut pieces for samples. **Visual inspection by CQCF. Sample only when questionable.
CONCRETE (Class R)	Mix Designs, Materials & Tests	705.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
FIELD & LINE TYPE FENCE	Barbed Wire	705.02 1010.01(a) Standard Plans Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/lot or shipment*	30 ft length	CC or MFR Label	1,000 lin ft of fence	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.

T 705 - 1/4

SECTION 705 FENCES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FIELD & LINE TYPE FENCE (Cont'd)	Gates	705.02 1010.06(a) Standard Plans	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	Visual inspection and dimensional check by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Gate Hardware	705.02 1010.06(c) Standard Plans Mat. Lab.	Quality Control/Accept.	----	CQCF S 501	1/ type*	1 of each item	----	1,000 lin ft of fence	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Metal Fasteners	705.02 1010.05 Standard Plans Mat. Lab	Quality Control/Accept.	ASTM A 90	CQCF S 501	1/ type/ shipment*	12 fasteners	----	1,000 lin ft of fence	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Staples & Nails	705.02 1010.04 Standard Plans Mat. Lab	Quality Control/Accept.	ASTM A 90	CQCF S 501	1/ size/ shipment*	12 staples	----	1,000 lin ft of fence	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Steel Braces	705.02 1010.06(b)(2) Standard Plans Mat. Lab	Quality Control/Accept.	ASTM A 53	CQCF S 501	1/ type/ lot or shipment*	1 brace	----	1,000 lin ft of fence	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.

T 705 - 2/4

SECTION 705 FENCES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FIELD & LINE TYPE FENCE (Cont'd)	Steel Gate Posts	705.02 1010.06(b)(2) Standard Plans Mat. Lab	Quality Control/Accept.	ASTM A 53	CQCF S 501	1/ type/ lot or shipment*	1 post	-----	1,000 lin ft of fence	-----	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Steel Gate Stops	705.02 1010.06(d)(2) Standard Plans Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/ type/ lot or shipment*	1 stop	-----	1,000 lin ft of fence	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Steel Posts with Anchor Plates	705.02 1010.03(b) Standard Plans Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/ type/ lot or shipment*	1 post with plate	CC or MFR Label	1,000 lin ft of fence	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Timber Posts	705.02 1010.03(a) Mat. Lab.	Quality Control/Accept.	-----	CQCF S 501	-----	-----		-----	-----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Woven Wire	705.02 1010.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/lot or shipment*	36 in. length	CC or MFR Label	1,000 lin ft of fence	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.

T 705 - 3/4

SECTION 705 FENCES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FIELD & LINE TYPE FENCE (Cont'd)	Timber Gate Posts, Timber Gate Stops, Timber Stop Posts	705.02 1010.06(b)(1) Mat. Lab.	Quality Control/Accept.	-----	-----	-----	-----	CC	-----	-----	3 OVF verifies if the document is in the system.	*Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
GALVANIZING REPAIR COMPOUND		705.06(d) 1008.05 Mat. Lab.	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	CQCF to verify material is on the AML Visual inspection by CQCF.
GROUND ROD ASSEMBLY	Ground Rod, Wire & Clamp	705.02 1018.05 Mat. Lab.	Quality Control/Accept.	-----	CQCF S 501	1/ item*	1 of each item Wire 18 in. length	-----	-----	9 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. (NOTE: Coated steel hardware is not permitted.) Sample only when questionable.

T 705 - 4/4

SECTION 706 CONCRETE WALKS, DRIVES AND INCIDENTAL PAVING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Class M)	Mix Designs, Materials &	706.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
CURING MATERIALS		706.02 1011.01 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 601 OF THIS APPENDIX.								
JOINT FILLER	Preformed Bituminous Type	706.02 706.03(e)(1) 1005.01(c) Mat. Lab	Quality Control/Accept.		CQCF S 501	-----	36 in. length	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
REINFORCING STEEL		706.02 1009.01 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 601 OF THIS APPENDIX.								
DETECTABLE WARNING SURFACE FOR HANDICAP RAMPS (Truncated Domes)		706.03(g) Mat. Lab	Quality Control/Accept.		CQCF S 501	-----	1 section	CC	-----	-----	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.

T 706 - 1/1

SECTION 707 CURBS AND GUTTERS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ASPHALTIC CURB			Quality Control/Accept.	For details on Additives, Aggregates, Asphalt Cement, Asphaltic Concrete, Asphaltic Tack Coat, Asphalt Mix Release Agent and Mineral Filler, REFER TO SECTION 502 of this Appendix.								Visual inspection by and to the satisfaction of the CQCF.
BACKFILL	Usable Soil	707.02 203.06(a) CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	----	Visual inspection by CQCF.
CONCRETE (Class M)	Mix Designs, Materials & Tests	707.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
CURING MATERIALS		707.02 1011.01	Quality Control/Accept.	REFER TO SECTION 601 OF THIS APPENDIX.								
FORM RELEASE AGENT		707.02 1018.24 Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/lot	1 qt plastic bottle	----	----	9 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable.
JOINT MATERIALS (Sealants, Filler, & Seals)		707.02 1005 Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/5,000 lin ft*	35 in. length or 1 gal	----	----	17 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
REINFORCEMENT	Tie Bars	1009.03 Mat. Lab	Quality Control/Accept.	----	CQCF S 501	1/size/ source*	1 bar	----	----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Visual inspection by CQCF. Sample only when questionable.

T 707 - 1/1

SECTION 708 RIGHT-OF-WAY MONUMENTS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
RIGHT-OF-WAY MONUMENTS	Monuments, Steel Stakes & Witness Posts	708.02 Mat. Lab/ Const. Fab.	Quality Control/Accept.	----	Type as shown on plans or approved by the DOTD Location & Survey Section Administrator.			----	----	----	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	DB to obtain approval letter from DOTD Location & Survey Section Administrator for substitutions. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.

T 708 - 1/1

APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 709 STEEL CATTLE GUARDS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL	Density	709.03 CQCF	Quality Control/Accept.	-----	CQCF	1/location	-----	-----	-----	-----	-----	Six (6) inch layer to the density of surrounding soil, if in roadway REFER TO SECTION 203.07.
CONCRETE (Class M)	Mix Designs, Materials &	709.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
HARDWARE	Bolts, Nuts and Washers	709.02 Mat. Lab	Quality Control/Accept.	ASTM A 307 and 536	CQCF S 501	1/size/type/shipment*	1 of each item**	-----	-----	12 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. **One piece of each size and type of hardware used is be submitted.
PAINT PROTECTIVE		709.02	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.								
REINFORCING STEEL	Bars	709.02 1009.01 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/ source*	48 in. length	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Visual inspection by CQCF. Sample only when questionable.
STEEL CATTLE GUARD	Rails & Pipe Wings	709.02 1007.13 Std. Pl. KG-01 Const. Fab.	Quality Control/Accept.	-----	Inspected by DOTD Const. Fab. Insp. prior to use.			-----	-----	-----	3 OVF verifies if the document is in the system.	CQCF to receive inspection report form DOTD Const. Fab. Engr. Documents added to CQAP Documentation Data base by CQCF.
TREATED TIMBER		1014.01 Mat. Lab/ Const. Fab.	Quality Control/Accept.	-----	-----	-----	-----	CC	-----	-----	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	Visual inspection at project site by CQCF. Documents added to CQAP Documentation Data base by CQCF.

T 709 - 1/1

APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 710 FLOWABLE FILL

MATERIAL	REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
	TESTED BY			METHOD		CONTAINER	DISTR.					
ALL MATERIALS USED MUST MEET THE APPROPRATE REQUIREMENTS OF SECTION 901												
ADMIXTURES		710.02 1011.02 Mat. Lab.	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
PORTLAND CEMENT		710.02 1001.01 Mat. Lab.	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
FLOWABLE FILL	Mix Design	710.02 CQCF	Design	----	*	1/mix design	----	----	----	3 days		CQCF to verify material is on the AML CQCF to submit mix design to for acceptance. Trial batch required by design builder & witnessed by CQCF.
		710.02 CQCF	Quality Control/Accept.	----	----	1/ mix design	----	----	----	3 days	3 OVF verifies if the document is in the system.	Documents added to CQAP Documentation Data base by CQCF. Acceptance by the OVF is required prior to starting work.
FLY ASH		710.02 1018.15	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
SAND		710.02 1003.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
WATER		710.02 1018.01	Quality Control/Accept.	----	CQCF S 303	1/source*	1 qt. plastic bottle	----	----	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

T 710 - 1/1

SECTION 711 RIPRAP

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GEOTEXTILE FABRIC		711.02 1019.01 Mat. Lab	Quality Control/Accept.	Table 1019-1	CQCF S 601	1/type/ source/ shipment	3 lin ft/roll width of fabric*	CC	150 yd ²	10 days	3 OVF to submit to Material Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Sample a minimum of 18 ft2. Documents added to CQAP Documentation Data base by CQCF.
RECYCLED CONCRETE		711.02 1003.01 CQCF	Quality Control/Accept.	-----	Visual inspection and/or gradation check (at source, project site, or both, at CQCF's option.)			-----	-----	-----	3	Gradation and unit weight provided suppliers. Must be from an approved source.
STONE		711.02 1003.01 QC	Quality Control	-----	-----	-----	-----	-----	-----	-----	-----	CQCF to verify material is on the AML.
STONE		711.02 1003.01 CQCF	Quality Control/Accept.	-----	Visual inspection and/or gradation check (at source, project site, or both, at CQCF's option.)			-----	-----	-----	3	CQCF to verify material is on the AML

T 711 - 1/1

SECTION 712 REVETMENTS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL	Usable Soil	712.03 CQCF	Quality Control/Accept.	Classification TR 423	CQCF S 401	1/1,000 yd ³	1 full sample sack	-----	-----	10 days	3	*Shall check sufficient to ensure specifications are met.
CONCRETE (Class R)	Mix Designs, Materials & Test	712.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
CURING MATERIALS		1011.01 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 601 OF THIS APPENDIX.								
DRY-BATCHED PREPACKAGED SACKED CONCRETE	Compressive Strength	712.02(e) CQCF	Quality Control/Accept.	Compress. Strength TR 226 or TR 230	CQCF S601	1 set of 3 cy/set/1,000 sacks*	1 sack 4 in. x 8 in. cylinder mold	CC	-----	-----	3 OVF verifies if the document is in the system	CQCF to verify material is on the AML *Cylinders made from contents of sack mixed by CQCF. Water to produce a slump of 2 to 5 inches. CC should show mix proportions. Documents added to CQAP Documentation Data base by CQCF.
GEOTEXTILE FABRIC		1019.01 Mat. Lab	Quality Control/Accept.	Table 1019-1	CQCF S 601	1/type/source/shipment	3 lin ft/roll width of fabric*	CC	150 yd ²	10 days	3 OVF to submit to Material Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML *Sample a minimum of 18 ft2. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 712 REVETMENTS (cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
JOINT FILLER		1005.01 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/5,000 lin ft/ type*	36 in. length	-----	-----	11 days	3 OVF to submit to Material Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
RECYCLED CONCRETE & STONE		712.02(d)	Quality Control/Accept.	REFER TO SECTION 711 OF THIS APPENDIX.								
SACKS		1018.20 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type/ source*	1 sack	-----	-----	9 days	3 OVF to submit to Material Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
USABLE SOIL		712.02(F)	Quality Control/Accept.	REFER TO SECTION 203 OF THIS APPENDIX.								

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SECTION 713 TEMPORARY TRAFFIC CONTROL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PORTABLE WORK ZONE DEVICES			Quality Control/Accept.	REFER TO SPECIFICATIONS FOR DETAILS ON NCHRP 350 REQUIREMENTS FOR PORTABLE WORK ZONE DEVICES								
ADVANCE WARNING ARROW PANEL		713.04(b) CQCF	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. Required documentation is detailed in 713.07.
BARRICADE WARNING LIGHTS		713.02 1018.12 Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/type*	1 unit	CC*	----	----	3 OVF verifies if the document is in the system	CQCF to verify material is on the AML *Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. *See Specification Subsection 1018.12(c) for certification requirements. Sample only when questionable.
DRUMS, CONES, TUBULAR MARKERS, AND FLEXIBLE DELINEATORS		Std. Pl. TC Series Mat. Lab	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF. Replace as necessary. Required documentation is detailed in 713.07.
GLASS BEADS FOR THERMOPLASTIC PAVEMENT MARKINGS AND TRAFFIC PAINT	Drop-on Application	713.06 1015.13 Mat. Lab	Quality Control/Accept.	Gradation ASTM D1214	CQCF S 608	1/lot	1-50 lb bag	CD*	----	10 days	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	*CD issued when presampled by Dist. Lab and preapproved. Sample if not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 713 TEMPORARY TRAFFIC CONTROL (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PORTABLE FLASHER SUPPORTS		Std. Pl. TC Series	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. Required documentation is detailed in 713.07.
RAISED PAVEMENT MARKERS & ADHESIVES		713.02 1015.09 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 731 OF THIS APPENDIX.								
TEMPORARY PAVEMENT MARKING TAPE	Temporary Striping Tape (Type I & II)	1015.08 Mat. Lab	Quality Control/Accept.	ASTM D4592 Type I or II	CQCF S 601	----	----	CC	----	10 days	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. Replace as necessary.
TEMPORARY SIGNS, VERTICAL PANELS & BARRICADES	Barricades, Vertical Panels & Signs	MUTCD, Project Plans DOTD Const. Fab 713.07*	Quality Control/Accept.	----	----	----	----		----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. *Required documentation is detailed in 713.07 . Documents added to CQAP Documentation Data base by CQCF. Replace as necessary. CA for aluminum, CC for wood, no certification for plastic.
THERMOPLASTIC PAVEMENT MARKINGS		713.02 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 732 OF THIS APPENDIX.								
TRAFFIC PAINT		713.02 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 737 OF THIS APPENDIX.								

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SECTION 713 TEMPORARY TRAFFIC CONTROL (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BARRIERS	Precast Concrete	713.05 DOTD Const. Fab	Quality Control/Accept.	REFER TO SECTION 733 OF THIS APPENDIX.								
	Water Filled	713.07* Std. Pl. TC Series CQCF	Quality Control/Accept.	----	----	----	----	CA/CC**	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. *Required documentation is detailed in 713.07. **CA for aluminum, CC for wood, no certification for plastics. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 714 SODDING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		714.02 1018.17 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
FERTILIZER		714.02 1018.16 CQCF	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
SOD		714.02* CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	----	*Visual inspection by CQCF or DOTD/OVF Roadside Development personnel.
WATER		714.02 1018.01 Mat. Lab	Quality Control/Accept.	AASHTO T26	CQCF S 303	1/source*	1 qt plastic bottle	----	----	11 days	OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

SECTION 715 TOPSOIL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		715.02 1018.17 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
TOPSOIL		715.02 CQCF	Quality Control/Accept.	----	----	1/1,000 yd3	1 full sample sack	CA	200 yd³	----	3 OVF verifies if the document is in the system.	CQCF to provide report from established soil testing entity.Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.

SECTION 716 VEGETATIVE & FIBER MULCH

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
TACKING AGENTS	Emulsified Asphalt	716.03(a) 1002.01 CQCF	Quality Control/Accept.	-----	CQCF	1/shipment	1 gal plastic bottle	CD	-----	4 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. *Sample when not accompanied by CD or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Tacking Agent	713.03(a) CQCF	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
VEGETATIVE MULCH		716.03(a) 1018.19(a)	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Visual inspection by CQCF or DOTD Roadside Development personnel.
FIBER MULCH		716.03(b) 1018.19(b)	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	CQCF to verify material is on the AML Visual inspection by CQCF or DOTD/OVF Roadside Development personnel.

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 717 SEEDING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		717.02 1018.17 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
FERTILIZER		717.02 1018.16 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
SEED		1018.18 CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	3 OVF verifies if the document is in the system.	Consult DOTD Roadside Development personnel for seed selection. Analysis tag plus test report for LA Department of Agriculture. Seed test reports from other states are acceptable provided specification requirements are met Analysis test report only to be added to CQAP. Documents added to CQAP Documentation Data base by CQCF.
TOPSOIL		715.02	Quality Control/Accept.	REFER TO SECTION 715 OF THIS APPENDIX.								
WATER		717.02 Mat. Lab	Quality Control/Accept.	AASHTO T26	CQCF S 303	1/source*	1 qt plastic bottle	----	----	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

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SECTION 718 FERTILIZER AND AGRICULTURAL LIME

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		718.03(b) 1018.17	Quality Control/Accept.	-----	-----	-----	-----	CA	10 tons	-----	OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
FERTILIZER		718.03(a) 1018.16	Quality Control/Accept.	-----	-----	-----	-----	CA*	-----	-----	OVF verifies if the document is in the system	For bag shipments, visual inspection of bag markings by CQCF. *For bulk shipments, CQCF to receive CA. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 719 LANDSCAPING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		719.03 1018.17	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
BACKFILL SOIL	Mortar Sand, Pine Bark, Water Management Gel, Manure, Mycorrhizal Inoculant & Topsoil	719.03(b)	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection by CQCF of all ingredients prior to mixing. Proportions of mixture verified by CQCF.
FERTILIZER		719.03 1018.16 CQCF	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
MULCHING	Other Materials	719.03	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection by CQCF.
	Pine Bark	719.03	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection by CQCF.
PLANTS	Containered	719.05(e) Design Builder	Quality Control/Accept.	Documented visual determination of specification compliance by Design Builder Landscape Architect at nursery source. All plants shall be legibly tagged. Acceptance is based on inspection at the end of one full growing season.								
	Native Stock	719.05(e) Design Builder	Quality Control/Accept.	Documented visual determination of specification compliance by Design Builder Landscape Architect at nursery source. All plants shall be legibly tagged. Acceptance is based on inspection at the end of one full growing season.								
SOIL	Planting Area	719.06(c)	Quality Control/Accept.	----	----	1/planting area	----	CA	----	----	3 OVF verifies if the document is in the system.	CQCF to provide report from established soil testing entity. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 719 LANDSCAPING (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
TOPSOIL		719.03(e)	Quality Control/Accept.	-----	-----	-----	-----	CA	200 yd ³	-----	3 OVF verifies if the document is in the system.	CQCF to provide report from established soil testing entity Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
WATER		719.03 719.06(i) Mat. Lab	Quality Control/Accept.	AASHTO T26	CQCF S 303	1/source*	1 qt plastic bottle	-----	-----	11 days	3 OVF to submit to Mat.Lab for CQCF.	*Drinkable water need not be sampled.

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SECTION 720 EROSION CONTROL SYSTEMS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
EROSION CONTROL SYSTEMS	Rolled Products	720.02(b) 1018.23 Mat. Lab	Quality Control/Accept.	-----	CQCF S 613	1/200 rolls/ Mfr.'s Lot	3 yd ² **	CD**	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*When sampling moisture sensitive material use moisture proof bag. CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. **Sample when not accompanied by a CD or when questionable.
	Bagged Products	720.02(b) 1018.23 Mat. Lab	Quality Control/Accept.	-----	CQCF S 613	1/200 bags/ Mfr.'s Lot	1 bag	CD*	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. *Sample when not accompanied by a CD or when questionable.
	Hardware	720.02(b) 1018.23	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	CQCF to verify material is on the AML Visual inspection by CQCF.
	Additives	720.02 1018.23 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1 quart/mfr's lot	1 item or 1 quart	CD*	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. *Sample when not accompanied by a CD or when questionable.

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SECTION 721 MOWING, TRIMMING & DEBRIS COLLECTION

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
HERBICIDES		721.03(e) QC	Quality Control/Accept.		DOTD Dist. Roadside Development Coordinator	-----	-----	-----	-----	-----	-----	Consult the District's Roadside Development Coordinator for use, type & rate of application.

SECTION 723 GRANULAR MATERIAL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GRANULAR MATERIAL		723.02 1003.07 CQCF	Quality Control/Accept.	PI TR 428 Gradation TR 113	CQCF S 101	1/1,000 yd ³	1 full sample sack	-----	50 yd ³	4 days	2	Shall check sufficient to ensure specifications are met. Design Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency.
MATERIAL ON ROADWAY	Density	723.03 CQCF	Quality Control/Accept.	In-Place Density TR 401	CQCF	1/1,000 lin ft/ 2-lane rdwy or 1/2,000 lin ft/ shoulder	-----	-----	-----	1/2 hr.	1	TR 415 or TR 418 will completed for each section as need for optimum moisture content and determining % compaction.
	Thickness & Width	723.04 CQCF	Quality Control/Accept. Monitoring	Thickness/ Width TR 602	CQCF	1/half day	-----	-----	-----	-----	3	Shall check sufficient to ensure specifications are met. During construction of section.
	Thickness & Width	723.04 CQCF	Quality Control/Accept.	Thickness/ Width TR 602	CQCF	1/1,000 lin ft/ 2-lane rdwy or 1/2,000 lin ft/ shoulder	-----	-----	-----	3 days	3	When section is completed. For small quantity, CQCF documents in field book.

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SECTION 725 TEMPORARY DETOUR ROADS AND BRIDGES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
			Quality Control/Accept.	For details on Temporary Signs, Barricades and Pavement Markings, REFER TO SECTION 713 of this APPENDIX. For details on Guard Rail, REFER TO SECTION 704 of this APPENDIX. For details on Median Roadway Barriers, REFER TO SECTION 733 of this APPENDIX. For details on Seed, REFER TO SECTION 717 of this APPENDIX. For details on Fertilizer, REFER TO SECTION 718 of this APPENDIX. For details on Embankments, REFER TO SECTION 203 of this APPENDIX.								
BASE COURSE (Roadway)			Quality Control/Accept.	REFER TO SECTION 300 OF THIS APPENDIX.								
PILES & TIMBER		752.02 1014.01	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Visual inspection by CQCF.
SURFACE COURSE (Roadway)			Quality Control/Accept.	REFER TO SECTIONS 400, 500, AND 600 OF THIS APPENDIX.								
TEMPORARY CULVERT PIPE		752.02	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Visual inspection by CQCF.

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SECTION 726 BEDDING MATERIAL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES	Bedding Material	726.02 1003.01 1003.08 CQCF	Quality Control/Accept.	Gradation TR 113 Plasticity Index TR 428	CQCF S 101	1/1,000 yd ³ stockpile*	1 full sample sack	-----	50 yd ³	4 days	2	CQCF to verify material is on the AML. *For Mixtures each ingredient shall be sampled and approved prior to mixing. Recycled PCC must be from an approved source. Design Builder may propose a lower frequency after 8 consecutive passing tests and provided QC maintain their minimum sampling testing frequency.
GEOTEXTILE FABRIC		726.02 1019.01	Quality Control/Accept.	Table 1019-1	CQCF S 601	-----	-----	-----	-----	-----	-----	CQCF to verify material is on the AML. Visual inspection by QC.
PLASTIC SOIL BLANKET		726.02 203.10 CQCF	Quality Control/Accept.	REFER TO SECTION 203 OF THIS APPENDIX.								Sampling not required if accepted for another item.

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SECTION 728 JACKED OR BORED PIPE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS					
		TESTED BY			METHOD		CONTAINER	DISTR.									
GROUT		728.03	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.													
PIPE & JOINTS		701.02	Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.													

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SECTION 729 TRAFFIC SIGNS AND DEVICES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL(SOIL)		701.08 802.09 CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Visual inspection by CQCF.
CONCRETE	Mix Designs, Materials & Tests	729.02(g)	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
DELINEATORS		713.07* 729.02(a) 1015.05 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	-----	-----	CC	-----	10 days	3 OVF verifies if the document is in the system.	*Required documentation is detailed in 713.07. Documents added to CQAP Documentation Data base by CQCF.
GALVANIZING REPAIR COMPOUND	Ferrous Metal	729.02(b) CQCF	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.								
GROUND ROD ASSEMBLY	Ground Rod, Wire & Clamp	Traffic Sign Plan Details Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/item	1 of each item wire-10 in. length	-----	-----	9 days	3 OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable. Coated steel hardware is not permitted.
DEAD END ROAD INSTALLATION	Hardware/ Steel Posts and Spacer Blocks	729.02 729.06 1010 Mat. Lab	Quality Control/Accept.	-----	-----	-----	-----	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mate. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.
	Guard Rail	729.02(e) 729.06 1010.08 Mat. Lab	Quality Control/Accept.	AASHTO M180	-----	-----	-----	CC	-----	-----	3 OVF verifies if the document is in the system.	Fabricator must file Brand Registration and guarantee with Mat. Lab. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 729 TRAFFIC SIGNS AND DEVICES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
DEAD END ROAD INSTALLATION (Cont'd)	Wood Posts & Spacer Blocks/ Timber	729.02 1010 Mat. Lab/ DOTD Const. Fab	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
HARDWARE	Bolts, Nuts & Washers	729.02(d) 1015.02(c)	Quality Control/Accept.	----	----	----	----	CC	----	11 days	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Mounting Bracket, Strap, Seal	729.02(d) 1015.02(c)	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 729 TRAFFIC SIGNS AND DEVICES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
PILING	Timber	729.02(f) 1014	Quality Control/Accept.	Inspected and stamped by DOTD prior to use.				CD	-----	-----	OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.
POSTS (Sign, Marker & Delineator)	Flexible	729.02(h) 1015.03 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/shipment* (not to exceed 500 pieces)	1 post	CC	-----	10 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	* CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Steel, U-Channel & Square Post for small signs	729.02(j) 1015.02(a)(3) Mat. Lab	Quality Control/Accept.	ASTM A499 Grade 60 or ASTM A576 Grade 1080	CQCF S 501	1/shipment* (not to exceed 500 pieces)	1 post	CC	-----	11 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Aluminum, Steel, other than U-Channel & Square posts	1015.02(a)(1) 1015.02(b) 729.02(b) 729.02(c)	Quality Control/Accept.	REFER TO STRUCTURAL STEEL & ALUMINUM IN SECTION 807 OF THIS APPENDIX.								

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SECTION 729 TRAFFIC SIGNS AND DEVICES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
OBJECT MARKERS		1015 Mat. Lab	Quality Control/Accept.	-----	-----	-----	-----	CC	-----	-----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
REINFORCEMENT	Bars	729.02(b) 1009 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/source*	48 in. length	CA	-----	10 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*CQCF to verify material is on the AML. Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Stirrups	729.02(b) 1009.03 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/source*	2 stirrups	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*CQCF to verify material is on the AML. Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
SIGN MOUNTING		729.02 DOTD Const. Fab.	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CA	-----	-----	3 OVF verifies if the document is in the system	CQCF receives document form DOTD Const. Fab. Insp. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 729 TRAFFIC SIGNS AND DEVICES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
TRAFFIC SIGNS & MILEPOST MARKERS	All Permanent Signs	729.07 CQCF	Quality Control/Accept.		Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CC	----	10 days	3 OVF verifies if the document is in the system.	Visual inspection of all incidental Permanent Signs and Markers by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
	Sign & Marker Sheeting, Paste, Paint and Overlay Film	729.02(a) 1015.05 1015.07 Mat. Lab	Quality Control/Accept.	----	----	----	----	----	----	----	3	CQCF to verify material is on the AML
WELDING			Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX.								

T 729 - 5/5

SECTION 730 ELECTRICAL SYSTEMS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ALL ELECTRICAL COMPONENTS & MATERIALS NOT SPECIFICALLY MENTIONED IN THIS SECTION SHALL BE HANDLED IN ACCORDANCE WITH THE REQUIREMENTS FOR ELECTRICAL EQUIPMENT BELOW.												
ANCHOR BOLTS, NUTS AND WASHERS		730.02 1018.08(c) Mat. Lab	Quality Control/Accept.	ASTM A193 Grade B8; ASTM A194 Grade 8 or 8A	CQCF	1/size/type	1 of each item*	CA	----	11 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. *One of each size and type of bolt, nut and washer is to be submitted. Documents added to CQAP Documentation Data base by CQCF.
BACKFILL	Soil or Granular Material	730.02	Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.								
CONCRETE	Mix Designs, Materials & Tests	730.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
CONDUIT		730.02 1018.09 Bridge Design	Quality Control/Accept.	BRIDGE DESIGN APPROVES AND DISTRIBUTES TO CQCF/OVF								
ELECTRICAL CONDUCTORS		730.02 CQCF	Quality Control/Accept.	----	----	----	----	CA	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
ELECTRICAL EQUIPMENT	Brochures, Certified Dimension Sheets & Description Data	730.04 801.03 Design Bridge	Quality Control/Accept.	BRIDGE DESIGN APPROVES AND DISTRIBUTES TO CQCF/OVF								
GROUND ROD ASSEMBLY	Ground Rod, Wire & Clamp	730.02 1018.05 Mat. Lab	Quality Control/Accept.	----	CQCF S 501	1/item	1 of each item Wire - 18 in. length	----	----	9 days	3	Visual inspection by CQCF. Sample only when questionable. Coated steel hardware is not permitted.
GUARANTY	QC's Guaranty	104.05 CQCF	Quality Control/Accept.	CQCF/OVF DISTRIBUTES TO BRIDGE DESIGN- BRIDGE DESIGN APPROVES AND FILES								
	Manufacturer's Standard Warranty	104.05 CQCF	Quality Control/Accept.	CQCF/OVF DISTRIBUTES TO BRIDGE DESIGN- BRIDGE DESIGN APPROVES AND FILES								

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SECTION 730 ELECTRICAL SYSTEMS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
HIGH MAST POLES		730.02 DOTD Const. Fab. Insp.	Quality Control/Accept.	----	Inspected and stamped by DOTD Const. Fab. Insp. Prior to use.			CA	----	----	OVF verifies if the document is in the system.	Inspection report from DOTD Const. Fab. Insp.shall be sent to the CQCF/OVF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
LIGHT POLES	Brochures, Certified Dimension Sheets & Description Data	730.04 801.03 Design Builder CQCF	Quality Control/Accept.	----	BRIDGE DESIGN APPROVES AND DISTRIBUTES TO CQCF/OVF				----	----	----	Copy sent to OVF, DOTD Project Manager and DOTD Bridge Design.
REINFORCING STEEL	Bars	730.02 1009.01 Mat. Lab	Quality Control/Accept.	----	CQCF S 501	1/size/ source*	48 in. length	CA	----	11 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *If listed on AML, material with a CA need not be sampled. Sample for verification when questionable. Documents added to CQAP Documentation Data base by CQCF.
SYSTEM TESTS		730.06 Design-Builder	Quality Control	----	----	----	----	----	----	----	----	Visual inspection by QC. QC to provide document to CQCF.
SYSTEM TESTS		730.06 Design-Builder CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	OVF verifies if the document is in the system.	CQCF to observe tests and receive report of test results. Documents added to CQAP Documentation Data base by CQCF.
TIMBER		730.02 1014 Mat. Lab/ DOTD Const. Fab. Insp.	Quality Control/Accept.	----	Inspected stamped by DOTD Const. Fab. Insp. Prior to use.			CD	----	11 days	OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 731 RAISED PAVEMENT MARKERS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ADHESIVE (For Pavement Markers)	Bituminous	731.02(b)(2) 1015.09 Mat. Lab	Quality Control/Accept.	-----	CQCF S 606	*	0.5 gal friction top can	CD	-----	11 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. *When not accompanied by CD, see S 606 for details. document added to CQAP Documentation Data base by CQCF.
	Epoxy	731.02(b)(1) 1017.02 Mat. Lab	Quality Control/Accept.	-----	CQCF S 606	*	0.5 gal friction top can	CD	-----	11 days	OVF verifies if the document is in the system. Documents added to CQAP Documentation Data base by CQCF.	CQCF to verify material is on the AML. *When not accompanied by CD, see S 606 for details. Documents added to CQAP Documentation Data base by CQCF.
RAISED PAVEMENT MARKERS		731.02(a) 1015.09 Mat. Lab	Quality Control/Accept.	-----	CQCF S 607	*	20 markers	CD	-----	10 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. *When not accompanied by CD, see S 607 for details. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 732 PLASTIC PAVEMENT MARKINGS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
SURFACE PRIMER		732.02(c) CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	Visual inspection by CQCF to ensure that manufacturer recommendations are being followed.
GLASS BEADS		732.02(d) 1015.13 Mat. Lab	Quality Control/Accept.	Gradation ASTM D1214	CQCF S 608	1/lot	1 - 50 lb bag 1 gal can	CD* & CA, CD (Physical) CA (Chemical)	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	*CD issued when presampled by CQCF and preapproved. Sample only when questionable. Use Sampling Method S 608 when glass beads are shipped in 50 lb bags. Use AASHTO TP 97-11 Section 4 when glass beads are shipped in bulk containers. Documents added to CQAP Documentation Data base by CQCF.
PREFORMED PLASTIC MARKING TAPE		732.02(b) 1015.11 Mat. Lab	Quality Control/Accept.	ASTM D 4505 Type I D 4061 E 303	CQCF S 609	1/lot	2 - 6 ft lengths*	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. *Coiled and placed in a gallon can. Sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
THERMOPLASTIC MARKING (Hot Applied)		732.02(a) 1015.10 Mat. Lab	Quality Control/Accept.	AASHTO M249; ASTM D 6628	CQCF S 610	1/lot	1 gal can (app. 9 -12 lbs.)	CD*	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. *CD issued when presampled by DOTD District Lab. and preapproved. QC to provide document to CQCF.

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SECTION 733 CONCRETE ROADWAY BARRIERS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BARRIER (Precast)		733.01 733.02 CQCF	Quality Control/Accept.	----	Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CD	----	----	OVF verifies if the document is in the system	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
CONCRETE	Mix Designs, Materials & Tests	733.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								Air entrainment is required for slip forming.
CURING MATERIALS		733.02 1011.01 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 805 OF THIS APPENDIX.								
JOINT MATERIALS		733.02 1005 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 805 OF THIS APPENDIX.								
REINFORCING STEEL	Deformed Steel Bars	733.02 1009.01 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/ source*	48 in. length	CA	----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *If listed on AML, materials with a CA (Dist. 1) need not be sampled. Sample for verification when questionable. Documents added to CQAP Documentation Data base by CQCF.
SPECIAL SURFACE FINISH	Masonry Finish	733.02 1011.03 Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/lot or shipment	1 qt friction top can	CC	----	11 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample if not accompanied by CC or when questionable. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 734 RUBBLIZING PORTLAND CEMENT CONCRETE PAVEMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL MATERIAL	Base Course Aggregate	1003.03 CQCF	Quality Control/Accept.	Gradation TR 113 Liquid Limit and PI T 428	CQCF	1/1,000 yd ³	1 full sample sack	-----	-----	4 days	2	Shall check sufficient to ensure specifications are met. Design Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintains their minimum sampling testing frequency.
TEST PIT		734.03 CQCF	Quality Control/Accept.	-----	CQCF	-----	-----	-----	-----	-----	-----	Design-Builder to stake out Test Pit. For purpose of approving equipment and pattern. CQCF to document results in Field Book.

SECTION 735 MAILBOXES AND MAILBOX SUPPORTS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
MAILBOXES AND MAILBOX SUPPORTS			Quality Control/Accept.	VISUAL INSPECTION BY CQCF. MAILBOXES TO BE IN ACCORDANCE WITH STANDARD PLANS.								

SECTION 736 TRAFFIC SIGNALS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
ANCHOR BOLTS (Pedestal)		736.02 1020.03 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/type/lot or shipment	1 bolt	-----	-----	11 days		Visual inspection by CQCF. document added to CQAP Documentation Data base by CQCF.
BACKFILL	Usable Soil	736.02 203.06(a)	Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.								
CONCRETE	Mix Designs, Materials & Tests	736.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
ELECTRICAL CONDUCTORS		736.02 1018.10 CQCF	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. document added to CQAP Documentation Data base by CQCF.
ELECTRICAL JUNCTION BOX		736.02 1020.03(g)	Quality Control/Accept.	-----	-----	-----	-----	CC	-----	10 days	OVF to submit CC to Traffic Services for CQCF. OVF verifies if the document is in the system.	Traffic Services will return approved copy to OVF/CQCF. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
GROUND RODS		736.02 1018.05 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/item*	1 of each item Wire - 18 in. length	-----	-----	9 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable. Coated steel hardware is not permitted.
GUY COMPONENTS (Hardware)		736.02 1020.03 Mat. Lab	Quality Control/Accept.	ASTM A123 or A153	CQCF S 501	1/type/lot or shipment	1 of each item*	-----	-----	12 days	3	*One piece of each type of hardware used is to be submitted. Visual inspection by CQCF. document added to CQAP Documentation Data base by CQCF.

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SECTION 736 TRAFFIC SIGNALS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
MANHOLE FRAMES AND COVERS		736.02 1018.04 DOTD Const. Fab. Insp.	Quality Control/Accept.	REFER TO SECTION 807 (CASTINGS) OF THIS APPENDIX.								
METAL POLES FOR TRAFFIC SIGNAL SYSTEMS		736.02 1020.04 Traffic Services and Operations Engineer	Quality Control/Accept.	----	----	----	----	CA	----	----	3 OVF to submit CA to Traffic Services for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Traffic Services will return approved copy to OVF/CQCF. Documents added to CQAP Documentation Data base by CQCF.
PRECAST REINFORCED CONCRETE JUNCTION BOXES & MANHOLES		736.02 1016.03	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF to submit CC to Traffic Services for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Traffic Services will return approved copy to OVF/CQCF. Documents added to CQAP Documentation Data base by CQCF.
REINFORCING STEEL	Bars	736.02 1009.01 Mat. Lab	Quality Control/Accept.	----	CQCF S 501	1/size/ source*	48 in. length	CA	----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
RIGID METAL ELECTRICAL CONDUIT	Brochures, Drawings, Equipment Submittals	736.02 1018.09 Traffic Services and Operations Engr.	Quality Control/Accept.	----	----	----	----	CA	----	----	3 OVF to submit CA to Traffic Services for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Traffic Services will return approved copy to OVF/CQCF. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 736 TRAFFIC SIGNALS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
STEEL STANDARDS & MAST ARMS		736.02 1020.04(c) Traffic Services and Operations Engr.	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF to submit CC to Traffic Services for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Traffic Services will return approved copy to OVF/CQCF. Documents added to CQAP Documentation Data base by CQCF.
SUPPORT CABLE		736.02 1020.03(d)	Quality Control/Accept.	----	----	----	----	CC	----	----	3 OVF to submit CC to Traffic Services for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Traffic Services will return approved copy to OVF/CQCF. Documents added to CQAP Documentation Data base by CQCF.
TIMBER POLES		736.10 1014 1020.04	Quality Control/Accept.	----	Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CD	----	----	3 OVF verifies if the document is in the system	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
TRAFFIC SIGNAL CABLE, SIGNAL HEADS, DETECTORS, SIGNAL HARDWARE AND EQUIPMENT	Brochures, Drawings, Equipment Submittals	736.02 1020 Traffic Services and Operations Engr.	----	----	----	----	----	CC	----	----	3 OVF to submit CC to Traffic Services for CQCF. OVF verifies if the document is in the system.	Visual inspection by CQCF. Traffic Services will return approved copy to OVF/CQCF. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 737 PAINTED TRAFFIC STRIPING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GLASS BEADS		737.02 1015.13 Mat. Lab	Quality Control/Accept.	-----	CQCF S 608	1/lot	1 - 50 lb bag 1 gal can	CD (Physical) CA (Chemical)	-----	10 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CD issued when presampled by CQCF and preapproved. Sample when questionable. Use Sampling Method S 608 when glass beads are shipped in 50 lb bags. document added to CQAP Documentation Data base by CQCF. Use AASHTO TP 97-11 Section 4 when glass beads are shipped in bulk containers.
TRAFFIC PAINT	Water-based	737.02 1015.12(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 608	1/lot	1 pt friction top can	CD*	-----	11 days	OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. *CD issued when presampled by CQCF and preapproved. Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 738 MULCH SODDING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		738.02 1018.17 Mat. Lab	Quality Control/Accept.		REFER TO SECTION 718 OF THIS APPENDIX.							
FERTILIZER		738.02 1018.16	Quality Control/Accept.		REFER TO SECTION 718 OF THIS APPENDIX.							
MULCH SOD		738.02* DOTD Roadside Development Personnel	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	*Visual inspection by CQCF/OVF or DOTD Roadside Development personnel prior to mulching.
WATER		738.02 Mat. Lab	Quality Control/Accept.	AASHTO T26	CQCF S 303	1/source*	1 qt plastic bottle	-----	-----	11 days	OVF to submit to Mat. Lab for CQCF.	Drinkable water need not be sampled.
TOPSOIL			Quality Control/Accept.		REFER TO SECTION 715 OF THIS APPENDIX.							

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SECTION 739 HYDRO-SEEDING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGRICULTURAL LIME		739.02 1018.17 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
FERTILIZER		739.02 1018.16 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 718 OF THIS APPENDIX.								
MULCHING	Other Materials	739.03 Mat. Lab	Quality Control/Accept.	----	----	----	----	----	----	----	3	*Visual inspection by CQCF. Must be acceptable to CQCF.
	Wood Fiber	739.03 Mat. Lab	Quality Control/Accept.	----	----	----	----	----	----	----	3	*Visual inspection by CQCF. Must be acceptable to CQCF.
SEED		739.03 CQCF	Quality Control/Accept.	REFER TO SECTION 717 OF THIS APPENDIX.								
WATER		739.03 Mat. Lab	Quality Control/Accept.	AASHTO T26	CQCF S 303	1/source*	1 qt plastic bottle	----	----	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.
WATER MANAGEMENT GEL, POLYACRYLAMIDE TACKIFIER, AND MYCORRHIZAL INOCULUM		739.03 CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection of all ingredients prior to mixing. Must be acceptable to CQCF.

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SECTION 802 STRUCTURAL EXCAVATION AND BACKFILL

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL	Reinforced Box Culverts		Quality Control/Accept.	REFER TO SECTION 701 OF THIS APPENDIX.								
	Structures other than Reinforced Box Culverts	802.09 CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection by QC. Material shall be of acceptable quality and uniformly compacted by approved methods to the satisfaction of the CQCF
CONCRETE	Compressive Strength	809.09(e) CQCF	*Quality Control/Accept. Monitor	Compressive Strength TR 230	CQCF S 301	3 cyl/ location	4 in. x 8 in. cylinder mold	----	----	----	3	*Used to determine earliest date for placement of backfill next to structures.

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SECTION 803 SHEET PILES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
HARDWARE		803.02 1018.08 Mat. Lab	Quality Control/Accept.	Bolts-ASTM A307 Dowels-AASHTO M270	CQCF S 501	1/size/type/shipment	2 of each item*	----	----	10 days	3 OVF to submit to Mat. Lab for CQCF	Visual inspection by CQCF *Two (2) pieces of each size and type of hardware used are to be submitted. Not to be used until passing results are received
PAINT AND PROTECTIVE COATINGS	Coal Tar Epoxy	803.02 803.06 1008.04	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.								
SHEET PILES	Aluminum or Steel	803.02(b) 1013.10 DOTD Const. Fab. Insp.	Quality Control/Accept.	----	----	----	----	CD or CC*	----	----	3 OVF verifies if the document is in the system.	Visual inspection by QC. Documents added to CQAP Documentation Data base by CQCF. *CC if inspected by DOTD
	Precast Concrete	803.02(a) DOTD Const. Fab. Insp.	Quality Control/Accept.	----	Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CD	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
	Timber Treated & Untreated	803.02(c) 1014 DOTD Const. Fab. Insp.	Quality Control/Accept.	----	Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CD	----	----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
TREATMENT OF PILE HEADS		803.05	Quality Control/Accept.	REFER TO SECTION 812 OF THIS APPENDIX.								
WELDING			Quality	REFER TO SECTION 809 OF THIS APPENDIX.								

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SECTION 804 DRIVEN PILES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BACKFILL	Granular Type Material	804.08(a) CQCF	Quality Control/Accept.	Gradation TR 113	CQCF S 101	*1/1,000 yd ³	1 full sample sack	-----	-----	-----	3	*Visual inspection by CQCF Sample only when questionable.
CONCRETE PILES (Cast-in-place)	Concrete (Mix Design, Material and	804.02 804.03	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
	Reinforcing Steel	804.02 804.03 1009 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/grade/ 150,000 lb/ source	48 in. length	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Steel Shell	804.06	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
CONCRETE PILES (Precast)	Pile	804.02 805.14 DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. Unit prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
HYDRAULIC JACKS		804.11 (g) (3)	Quality Control/Accept.	-----	Calibrated by an approved, independent calibration service and a certified lab report to CQCF/OVF for approval/acceptance.			CA	-----	12 days	OVF verifies if the document is in the system.	The system must be calibrated at the beginning of each project and as required. Documents added to the CQAP Documentation Data base by CQCF.
PAINT AND PROTECTIVE COATINGS	Coal Tar Epoxy	804.02 804.07(b)(3) 1008.04	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.								

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SECTION 804 DRIVEN PILES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
STEEL PILES, STEEL PIPE PILES		804.02 1013.09 1013.11 DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
TIMBER PILES	Treated and Untreated	804.02 1014 DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. prior to use. See Section 812 of this Appendix.			CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
TREATMENT OF PILE HEADS	Canvas	804.08(l)(3) 812.06(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	18 in. x 18 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF	*Visual inspection by CQCF. Sample only when questionable.
	Coal Tar Pitch, Creosote Oil, Asphalt & Copper Napthanate	804.08(l)(3) 812.06(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 201	1/shipment*	1 qt friction top can	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF	*Visual inspection by CQCF. Sample only when questionable.
	Fabric Covering	804.08(l)(3) 812.06(b) Mat. Lab	Quality Control/Accept.	ASTM D173	CQCF S 601	1/shipment*	18 in. x 18 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF	*Visual inspection by CQCF. Sample only when questionable.
	Galvanized Metal Covering	804.08(l)(3) 812.06(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/shipment*	6 in. x 6 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF	*Visual inspection by CQCF. Sample only when questionable.
	Galvanized Nails, Staples & Wire	812.06(C) Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/type/shipment*	**12 of each item** **wire - 24 in. length	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF	*Visual inspection by CQCF. Sample only if questionable. **Twelve nails and twelve staples are to be submitted.
WELDING			Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX.								

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SECTION 805 STRUCTURAL CONCRETE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FOR DETAILS ON CONCRETE TESTS, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX.												
BACKFILL		802.09 805.01	Quality Control/Accept.	REFER TO SECTION 802 OF THIS APPENDIX.								
BEARING PADS	Electromeric	805.02 1018.14 Mat. Lab	Quality Control/Accept.	AASHTO M251	CQCF S 601	*1/100 pads/type /lot	1 pad	CA	-----	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. Plain or Laminated. Visual inspection by CQCF.
	Masonry	805.02 1018.06 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type	1 pad	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Documents added to CQAP Documentation Data base by CQCF. Visual inspection by CQCF.
BOX CULVERT UNITS (Precast)	Gasket Material	805.02 1006.06(b) Mat. Lab	Quality Control/Accept.	-----	REFER TO SECTION 701 OF THIS APPENDIX.			CC	-----	-----	3 OVF verifies if the document is in the system.	CQCF verify material is on the AML. Gasket test report lab no. listed on precast unit CC. Documents added to CQAP Documentation Data base by CQCF.
	Precast Concrete Unit	805.03(b) 1016.02 CQCF	Quality Control/Accept.		Inspected and stamped by MFR prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	CQCF verify material is on the AML. Visual Inspection by CQCF. CD to include lot number for Gasket Materials. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.

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SECTION 805 STRUCTURAL CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BRIDGE MEMBERS	Concrete Precast	805.14	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Inspect. Prior to use	-----	-----	CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. For specific details see EDMS III.2.5.7. Documents added to CQAP Documentation Data base by CQCF.
CONCRETE ANCHOR SYSTEMS	Anchor Bolts	805.15 1018.22 Plans Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/size/ shipment	2 nuts and bolts	-----	-----	11 days	3 OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF.
	Cartridge Systems	805.15 1018.22 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/size/type/ lot or shipment**	2 of each item*	-----	-----	14 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Includes bolts & nuts intended to be used with the system. **Two pieces of each size and type of item used are to be submitted. **Visual inspection by CQCF. Sample only when questionable.
	Grout Systems (Resin or Cementitious)	805.15 1018.22 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/lot or shipment	1 qt friction top can	-----	-----	14 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample only when questionable.
	Mechanical Systems	805.15 1018.22 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/size/type/ lot or shipment**	3 of each item*	CD	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Three of each size and type of item used are to be submitted. **Visual inspection by CQCF. Sample only when questionable.

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SECTION 805 STRUCTURAL CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (In-Place)	Compressive Strength	805.03(a),(c) 805.11 CQCF	*Quality Control/Accept. Monitor	Compress. Strength TR 230	CQCF S 301	3 cyl/ structural member	4 in. x 8 in. cylinder mold	-----	-----	10 days	1	*To determine strength for form removal or exposure to construction traffic.
	Surface Resistivity	805 CQCF	*Quality Control/Accept.	Surface Resistivity TR 233	CQCF	Average S.R. reading per each cylinder tested for compressive strength	-----	-----	-----	-----	1	*Surface Resistivity when required by specification.
	Deck Surface Finish	805.13(d) CQCF	Quality Control/Accept. Monitor	-----	CQCF	each span	-----	-----	-----	-----	-----	CQCF to observe QC check bridge deck surface. Shall check sufficient to ensure specifications are met.
	Tine Texturing	805.13(d) CQCF	Quality Control/Accept. Monitor	Tine Texturing TR 229	CQCF	2/Lot	-----	-----	-----	-----	-----	Performed on plastic concrete. Sufficient number of random checks to assure the required texture depth is achieved.
		805.13(d) CQCF	Quality Control/Accept.	Tine Texturing TR 229	CQCF	2/Lot	-----	-----	-----	-----	3	Performed on hardened concrete.

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SECTION 805 STRUCTURAL CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CURING MATERIALS	Burlap Cloth/Burlap & White Polyethylene Sheeting/Waterproof Paper/White Polyethylene Sheeting	805.02 1011.01	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	Visual inspection by CQCF. Material to be presoaked. Material to perform satisfactorily as determined by CQCF.
	Liquid Membrane-Forming Compounds	805.02 1011.01(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	1 qt friction top can	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Visual by CQCF Documents added to CQAP Documentation Data base by CQCF. *Sample when not accompanied by certificate or when questionable.
EPOXY RESIN SYSTEMS	Epoxy	805.02 1017.02 Mat. Lab	Quality Control/Accept.	Table 1017-1	-----	1/lot or shipment	1 qt each component friction top can	CC	-----	11 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
FORM RELEASE AGENTS		805.02 1018.24 CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	CQCF to verify material is on the AML Product performance verification by CQCF.

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SECTION 805 STRUCTURAL CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GEOTEXTILE FABRIC		805.02 1019 Mat. Lab	Quality Control/Accept.	Table 1019-1	CQCF S 601	1/type/ source/ shipment	3 lin ft/roll width of fabric	CC	150 yd ²	-----	3 OVF to submit to Mat. Lab for CQCF. OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection, sample only when questionable. Documents added to CQAP Documentation Data base by CQCF.
JOINT MATERIALS	Adhesive-Lubricant	805.12(c) 1005.03(b) Mat. Lab	Quality Control/Accept.	ASTM D4070	-----	1/lot or shipment	1 qt friction top can	-----	-----	-----	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML For use with preformed elastomeric compression joint seal. Visual inspection by CQCF. Sample only when questionable.
	Polyurethane Polymer	1005.02(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 611	1/shipment*	-----	CD	-----	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. Sample if not accompanied by certificate or when questionable.
	Reinforced Elastomeric Joint Seal	805.02 1005.06 Mat. Lab	Quality Control/Accept.	ASTM D3204	-----	-----	-----	CC & CA	-----	-----	3 OVF verifies if the document is in the system.	Elastomeric - CA; Steel - CC. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Steel Joint	805.02 805.12(f)	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. Unit prior to use.			-----	-----	-----	3	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.

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SECTION 805 STRUCTURAL CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
JOINT MATERIALS (Cont'd)	Strip Seal Joint	805.02 805.12(d) 1005.05	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. Unit prior to use.			-----	-----	-----	3	Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.
NON-SHRINK GROUT		805.15 1018.26 Mat. Lab	Quality Control/Accept. Early Break	ASTM C1107	CQCF S 601	1/source	1 full sack, 15 lb min.*	-----	-----	16 days	3 OVF to submit to Material Lab for CQCF.	CQCF to verify material is on the AML *Sample shall be submitted in an unbroken moisture proof sack.
PRECAST CONCRETE (Non-Prestressed - Other than Bridge Members)	Precast Unit	805.03 DOTD Const. Fab. Insp.	Quality Control/Accept.		Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	CD must include lot no. for elastomeric bearing pads if applicable. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.
PRECAST CONCRETE (Prestressed & Non-Prestressed Bridge Members) [**CQCF and OVF requirements only if not performed by LA DOTD Fabrication Unit]	Precast Unit	805.03 DOTD Const. Fab. Insp.	Quality Control/Accept.		Inspected and stamped by DOTD Const. Fab. Insp. prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	CD must include lot no. for elastomeric bearing pads if applicable. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.
	Epoxy Resin Systems	805.02 1017.02	Quality Control/Accept.	Table 1017-1	CQCF S 601	1/lot or shipment	1 qt/ component friction top can	-----	-----	-----	3 OVF to submit to Material Lab for CQCF.	CQCF to verify material is on the AML
	Strands for Prestressing**	805.02 1009.05	Quality Control/Accept.	ASTM A416	CQCF S 501	1/size/ grade/ source/proj.* per heat no.	3 strands 5 ft length	-----	-----	11 days	2 OVF to submit to Material Lab for CQCF.	*Not to exceed 200 tons. Manufacturer's Load/Elongation curve to accompany sample.
	Welded Wire Fabric**	805.02 1009.01	Quality Control/Accept.	ASTM A185	CQCF S 601	1/shipment	48 in. x 48 in.	CA 6	-----	11 days	3 OVF to submit to Material Lab for CQCF.	Visual inspection by CQCF. Sample if questionable.
PRECAST PRESTRESSED FORMS	Bearing Strips and Adhesive	805.14(k) CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Visual inspection by CQCF
	Concrete Deck Forms (Stay In Place Panels)	805.14(k) DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. Unit prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF For specific details see EDMS III.2.5.7. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.

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SECTION 805 STRUCTURAL CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT	Bars	805.02 1009	Quality Control/Accept.	REFER TO SECTION 806 OF THIS APPENDIX.								
SPECIAL SURFACE FINISH	Concrete	805.02 1011.03 Mat. Lab	Quality Control/Accept.	----	CQCF S 601	1/lot or shipment*	1 qt. component friction top can	CC	----	10 days	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. *Sample if not accompanied by certificate or when questionable.
WATER STOPS	Copper	805.07 1005.08(a) Mat. Lab	Quality Control/Accept.	ASTM B370	CQCF S 601	*1/lot or shipment	24 in. length	CA	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. *Sample if not accompanied by certificate or when questionable.
	Polyvinyl Chloride	805.07 1005.08(b) Mat. Lab	Quality Control/Accept.	CRD-C 572	CQCF S 601	1/shipment*	36 in. length	CC	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. *Sample if not accompanied by certificate or when questionable.
	Rubber	805.07 1005.08(c) Mat. Lab	Quality Control/Accept.	CRD-C 572	CQCF S 601	1/lot or shipment*	36 in. length	CA	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. *Sample if not accompanied by certificate or when questionable.

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SECTION 806 REINFORCEMENT

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT	Bars (Epoxy Coated)	806.02(b) 1009.01(f) Mat. Lab	Quality Control/Accept.	ASTM A615 AASHTO M284	CQCF S 501	1/size/grade/ 150,000 lb /source	2 bars approx. 48 in. in length	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Certificate of compliance provided by the applicator. Documents added to CQAP Documentation Data base by CQCF.
	Bars & Spirals	806.02 1009 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/grade/ 150,000 lb /source*	48 in. length	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample if not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Chairs or Metal Bar Supports	806.02(b) 1009.01(f) Mat. Lab	Quality Control/Accept.	AASHTO M284	CQCF S 501	1/type*	1 chair	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF and sample when questionable.
	Patching Material (Epoxy Coated Bars)	806.02(a) 1009.01 1009.03 Mat. Lab	Quality Control/Accept.	AASHTO M284	CQCF S 601	1/source	1 qt friction top can	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.

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SECTION 806 REINFORCEMENT (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
REINFORCEMENT (Cont'd)	Stirrups, Tie Bars	806.02(a) 1009.03 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/ 150,000 lb.*	2 of each item	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Sample if not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
	Mechanical Butt Splice	806.07 Mat. Lab	Design Builder/CQCF Qualification	-----	CQCF S 501	1/size*	2 splices/each size	-----	-----	10 days	OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML *Separate samples per horizontal and vertical positions. Test prior to use.
		806.07 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/25 splices*	1 splice 3 ft length	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML May be reduced to 1 per size per 100 splices after the first hundred splices.
	Welded Butt Splice		Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX.								

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SECTION 807 STRUCTURAL METALS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
BEARING & EXPANSION	Bronze	807.02 1013.07(a) DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Copper-Alloy (Rolled)	807.02 1013.07(b) DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	PTFE Bearing Assembly	807.05 807.46(c) DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify material is on the AML Visual inspection by CQCF. Documents added to Documentation Data base by CQCF.
BEARING PADS	Elastomeric	807.46(a) 1018.14 Mat. Lab	Quality Control/Accept.	AASHTO M251	CQCF S 601	1/100 pads/type* /lot	1 pad	CA	-----	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML CQCF samples at destination if not sampled at site of source or supplier by DOTD Const. Fab. Insp. Plain or Laminated. Documents added to Documentation Data base by CQCF. Visual inspection by CQCF.
	Masonry	807.46 1018.06 Mat. Lab	Quality Control/Accept.	MIL-C-882C	CQCF S 601	1/type/size	1 pad	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Documents added to CQAP Documentation Data base by CQCF.

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SECTION 807 STRUCTURAL METALS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CASTINGS	Metal for Castings	807.02 1013.06	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by the CQCF. Form 4148-Certificate of Cast Iron Covers, Grates, etc. will be received by the Design-Builders. Documents added to CQAP Documentation Data base by CQCF.
	Unit	807.20	Quality Control/Accept.	AASHTO M270 Grade 36	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by the CQCF. Form 4148-Certificate of Cast Iron Covers, Grates, etc. will be received by the Design-Builders. Documents added to CQAP Documentation Data base by CQCF.
CONCRETE ANCHOR STUDS		807.02 1013.24	Quality Control/Accept.	-----	-----	-----	-----	CA	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF.
FASTENERS (Field Installation)	Bolts, Nuts & Washers	807.20 1013.08 Mat. Lab	Quality Control/Accept.	ASTM A307 Grade A	CQCF S 501	1/diameter/shipment	2 of each item	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Copy of CC to accompany sample and ID. Documents added to CQAP Documentation Data base by CQCF.

T 807 - 2/5

SECTION 807 STRUCTURAL METALS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
FASTENERS (Field Installation) (Cont'd)	High Strength Bolts, Nuts & Washers and Tension Device Indicators	807.02 807.21 1013.08 Mat. Lab	Quality Control/Accept.	ASTM A325 or A490	CQCF S 501	1/type/ diameter/ heat	2 of each item with Tension Device Indicator	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Visual inspection by CQCF. Copy of CA to accompany sample and ID. Documents added to CQAP Documentation Data base by CQCF.
	Rotational Capacity	807.21 Design-Builder/CQCF	Quality Control/Accept.	ASTM A325	-----	2 assemblies/ each combination bolt lot, nut lot & washer lot	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	Test to be witnessed by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Steel Lockpins and Collars	802.02 1013.08 Mat. Lab	Quality Control/Accept.		CQCF S 501	1/lot or shipment	1 pin and collar	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Copy of CC to accompany sample ID. Documents added to CQAP Documentation Data base by CQCF.
FASTENERS (Shop Installation)	Bolts, Nuts & Washers/ High Strength Nuts and Washers and Tension Device	807.20 807.21 1013.08 Mat. Lab	Quality Control/Accept.	-----	-----	1/type/ diameter/ heat	3 of each item with Tension Device Indicator	CC/ CA for high strength	-----	10 days	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to receive inspection report from Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
	Indicators/ Steel Lockpins and Collars	807.02 1013.08 Mat. Lab	Quality Control/Accept.	-----	-----	1/lot or shipment	1 pin and collar	CA	-----	10 days	3 OVF verifies if the document is in the system.	Visual inspection by CQCF. CQCF to receive inspection report from Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 807 STRUCTURAL METALS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GROUT (Non-Shrink)			Quality Control/Accept.	REFER TO SECTION 805 OF THIS APPENDIX.								
PAINT AND PROTECTIVE COATINGS			Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.								
SHEAR CONNECTORS		807.02 807.42 1013.23	Quality Control/Accept.	----	----	----	----	CA	----	----	3 OVF verifies if the document is in the system.	Shop and field inspection requirements per Specification Subsection 807.42. Visual inspection by CQCF. Documents added to CQAP Documentation Data Base by CQCF. *CQCF to receive an approved copy from Const. Fab for documentation.
STEEL FORGINGS & SHAFTING		807.02 809.07	Quality Control/Accept.	----	Inspected and stamped by the DOTD Const. Fab. Insp. Unit prior to use.			CA	----	----	3 OVF verifies if the document is in the system.	CQCF to receive inspection report from DOTD Const. Fab. Insp. Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
STRUCTURAL STEEL & ALUMINUM	Metal for Fabrication	807.02 807.05	Quality Control/Accept.	AASHTO M270	Inspected and stamped by the DOTD Const. Fab. Insp. Unit prior to use.			CA	----	----	3 OVF verifies if the document is in the system.	CQCF to receive inspection report from DOTD Const. Fab. Insp. Visual inspection by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.
WELDING			Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX.								

T 807 - 4/5

SECTION 807 STRUCTURAL METALS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
WRENCH	Calibrated Wrench	*807.21	Quality Control/Accept.	-----	-----	* For calibration frequency, see subsection 807.21 (h-k)	3 assemblies/size	-----	-----	-----	3 OVF verifies if the document is in the system.	Design-Builder's calibration procedure to be witnessed by CQCF. Documents added to CQAP Documentation Data base by CQCF.
	Job Inspection Torque Wrench	*807.21 Design-Builder/CQCF	Quality Control/Accept.	-----	-----	* For calibration frequency, see subsection 807.21 (h-k)	5 assemblies/size	-----	-----	-----	3 OVF verifies if the document is in the system.	Design-Builder's calibration procedure to be witnessed by CQCF. *See Specification Subsection 807.22(h)(2). Documents added to CQAP Documentation Data base by CQCF.

T 807 - 5/5

APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 808 STEEL GRID FLOORING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Structural)	Mix Designs, Materials & Tests	808.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.								
PAINT AND PROTECTIVE COATINGS		808.13 1008 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.								
STRUCTURAL STEEL	Flooring	808.02 1013.21	Quality Control/Accept.	----	Inspected and stamped by the DOTD Const. Fab. Insp. Unit prior to use.		CA	----	----	3 OVF verifies if the document is in the system.	CQCF to receive inspection report from DOTD Const. Fab. Insp. Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.	
WELDING		808.12	Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX.								

T 808 - 1/1

SECTION 809 WELDING

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
THIS SECTION IS TO BE USED AS A GUIDE FOR OTHER ITEM NUMBERS WHEN REFERENCE IS MADE TO SECTION 809. THERE ARE NO PAY ITEMS UNDER SECTION 809.												
WELDING QUALIFICATION AND TESTING	Field	807.50 815 .02 CQCF	Quality Control/Accept.	----	Welders and procedure qualified by licensed, bonded testing laboratory.			----	----	----	3	Design-Builder to provide document to CQCF/OVF for acceptance. Visual inspection by CQCF.
	Shop	807.23 815.02	Quality Control/Accept.	----	Qualified, inspected and approved by licensed, bonded testing laboratory prior to use.			----	----	----	3 OVF verifies if the document is in the system.	CQCF receives inspection report from DOTD Const. Fab. Insp. Unit. Visual inspection of visible welds upon delivery of fabricated metal work to job site. Documents added to CQAP Documentation Data base by CQCF.

T 809 - 1/1

SECTION 810 BRIDGE RAILINGS AND BARRIERS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE AND ASSOCIATED MATERIALS			Quality Control/Accept.	REFER TO SECTIONS 805 AND 901 OF THIS APPENDIX AND SECTION 1012 OF THE STANDARD SPECIFICATIONS.								
HARDWARE	Galvanized Steel	810.02 1012.04 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/type/ shipment	2 of each item	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	Visual inspection by CQCF
METAL CASTINGS, FITTINGS, POSTS & RAILINGS	Steel	810.02 1012.03	Quality Control/Accept.	-----	Inspected and stamped by the Const. Fab. Unit prior to use.			CA	-----	-----	OVF verifies if the document is in the system	CQCF to receive inspection report from DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.
	Pipe (Galvanized)	810.02 1012.04 DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	Inspected and stamped by the Const. Fab. Unit prior to use.			CA	-----	-----	OVF verifies if the document is in the system	CQCF to receive inspection report from DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab. Insp.
PAINT AND PROTECTIVE COATINGS		810.03 1008	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX								
WELDING			Quality Control/Accept.	REFER TO SECTION 809 OF THIS APPENDIX								
SPECIAL SURFACE FINISH	Concrete	805.13(b) 1011.03 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1 lot or shipment*	1 each friction top can	CC	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. Sample if not accompanied by certificate or when questionable.

T 810 - 1/1

SECTION 811 PAINTING AND PROTECTIVE COATINGS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
THIS SECTION IS TO BE USED AS A GUIDE FOR OTHER ITEM NUMBERS WHEN REFERENCE IS MADE TO SECTION 811.												
PAINT AND PROTECTIVE COATINGS	Paint for Field Painting	811.03 811.10 1008 Mat. Lab	Quality Control/Accept.	SSPC SP 11	CQCF S 604	1/batch	1 pt each component friction top can	*CD	-----	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab. for CQCF.	*Sample when not accompanied by CD. Multiple component paints must be submitted in separate containers with the mixing proportions indicated on the sample identification and cans. Sampling technique is sensitive, contact Dist. Lab prior to sampling. Documents added to CQAP Documentation Data base by CQCF.
	Galvanizing Repair Compound	811.03(c) 1008.05 Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/type*	1 bar, can or rod	-----	-----	-----	3 OVF to submit to Mat. Lab. for CQCF.	CQCF to verify material is on the AML *Visual inspection by CQCF. Sample only when questionable.
	Paint for Shop Painting	811.03 811.09 1008 Mat. Lab	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Design Builder to notify DOTD Bridge Design Engineer of the paint system to be used prior to submitting shop drawings.

T 811 - 1/1

SECTION 812 TREATED TIMBER

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONNECTORS		812.02 1018.07 Mat. Lab	Quality Control/Accept.	ASTM A711, Grade 1015 or ASTM A47 Grade 32510	CQCF S 501	1/type/shipment*	1 of each item	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
CASTINGS		812.02 1013.05(a) 1013.06(a) Mat. Lab	Quality Control/Accept.	ASTM A27 Grade 70-26 or ASTM A148 or ASTM A743	CQCF S 501	1/type/shipment	1 of each item	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	-----
HARDWARE & STRUCTURAL SHAPES		812.02 1018.08 Mat. Lab	Quality Control/Accept.	ASTM A307 AASHTO M270	CQCF S 501	1/type/shipment	1 of each item	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	Documents added to CQAP Documentation Data base by CQCF. CA to accompany sample.
PAINT AND PROTECTIVE COATINGS		812.18	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX								
ROOFING PITCH		812.02 1018.13 CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	-----	Visual inspection by CQCF. To the satisfaction of the CQCF.
TIMBER & LUMBER (Treated)		812.02 1014	Quality Control/Accept.	-----	Inspected and stamped (Hammered) by DOTD Const. Fab. Insp. Unit prior to use.			CD	-----	-----	3 OVF verifies if the document is in the system.	Visual inspection by CQCF and verify stamp by DOTD Const. Fab. Insp. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 812 TREATED TIMBER (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
TREATMENT OF PILE HEADS	Canvas	812.06(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 601	1/shipment*	18 in x 18 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Coal Tar Pitch, Creosote Oil, Asphalt & Copper Napthanate	812.06(a) Mat. Lab	Quality Control/Accept.	-----	CQCF S 201	1/shipment*	1 qt friction top can	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Fabric Covering	812.06(c) Mat. Lab	Quality Control/Accept.	ASTM D173	CQCF S 601	1/shipment*	18 in. x 18 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Galvanized Metal Covering	812.06(b) Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/shipment*	6 in. x 6 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
	Galvanized Nails, Staples & Wire	812.06(c) Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/size/type/shipment*	12 of each item Wire - 24 in. length	-----	-----	10 days	3 OVF to submit to Mat. Lab. for CQCF.	*Visual inspection by CQCF. Sample only when questionable.

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SECTION 813 CONCRETE APPROACH SLABS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
			Quality Control/Accept.	FOR DETAILS ON CONCRETE TESTS, MIX DESIGNS AND MATERIALS (ADMIXTURES, AGGREGATES, CEMENT AND WATER) REFER TO SECTION 901 OF THIS APPENDIX								
AGGREGATES	Bedding Material	813.02 1003.08 CQCF	Quality Control/Accept.	Gradation TR 113 PI TR 428	CQCF S 101	1/1,000 yd³	1 full sample sack	----	----	4 days	3	'Shall check sufficient to ensure specifications are met. Design Builder may propose a lower frequency after 8 consecutive passing tests and provided CQCF maintain their minimum sampling testing frequency.
BEARING PILES	Timber	813.02 813.06 1014 CQCF	Quality Control/Accept.	----	Inspected and stamped by the DOTD Const. Fab. Insp. Unit prior to use.			CD	----	----	3 OVF verifies if the document is in the system	Visual inspection by CQCF. Documents added to CQAP Documentation Data base by CQCF. CQCF to verify stamp by DOTD Const. Fab Insp.
CONCRETE (In-Place)	Compressive Strength	805.03(a) 805.03(c) 813.07 CQCF	Quality Control/Accept. Early Break	Compress. Strength TR 230	CQCF S 301	3 cylinder/ pour	Three 4 in. x 8 in. cylinder mold	----	----	----	3	*To determine strength for form removal or exposure to construction traffic.
	Surface Tolerance	805.13(d) 813.07	Quality Control/Accept.	----	----	Each slab	entire lot	----	----	----	3	Plastic Concrete Surface must be checked using an approved 10 ft metal static straightedge. Straightedge testing to be witnessed by CQCF for acceptance.
	Tine Texturing	805.13(d) 813.08 CQCF	Quality Control/Accept. Monitor	Texturing TR 229	CQCF	1/slab	----	----	----	----	----	Performed on Plastic Concrete by CQCF
	Tine Texturing	805.13(d) 813.08 CQCF	Quality Control/Accept.	Texturing TR 229	CQCF	2/slab	----	----	----	----	3	Performed on hardened concrete by CQCF
CURING MATERIALS		813.07 1011.01 Mat. Lab	Quality Control/Accept.	REFER TO SECTION 601 OF THIS APPENDIX								

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SECTION 813 CONCRETE APPROACH SLABS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
GEOTEXTILE FABRIC		813.03 1019.01 Mat. Lab	Quality Control/Accept.	Table 1019-1	CQCF S 601	1/type	3 lin ft/roll width of fabric. Min. of 18 ft ²	CC	150 yd ²	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab. For CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF.
HARDWARE CLOTH		813.02 1018.22 Mat. Lab	Quality Control/Accept.	ASTM A470	CQCF S 601	1/shipment*	18 in x 18 in.	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	*Visual inspection by CQCF. Sample only when questionable.
JOINT MATERIAL	Preformed Closed Cell Polyethylene	813.02 1005.01(e) Mat. Lab	Quality Control/Accept.	ASTM D7174 Type 1	CQCF S 601	1/5,000 lin ft/Width	36 in. length	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML
JOINT SEAL (Preformed)	Elastomeric Compression	813.02 1005.03 Mat. Lab	Quality Control/Accept.	Compress. Deflection TR 612	CQCF S 601	1/lot or shipment	8 ft length* when width is over 2 in., 4 ft. length is sufficient	CA**	-----	14 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Documents added to CQAP Documentation Data base by CQCF. **CA to accompany sample to lab.
ADHESIVE LUBRICANT-	For Preformed Closed Cell polyethylene Joint Filler	813.02 1005.01(e) CQCF	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	CQCF to verify material is on the AML Visual inspection by CQCF.
	For Preformed Elastomeric	813.02 1005.03	Quality Control	-----	-----	-----	-----	-----	-----	-----	-----	QC to verify material is on the AML.
	For Preformed Elastomeric Compression Joint Seal	813.02 1005.03 Mat. Lab	Quality Control/Accept.	ASTM D4070	CQCF S 601	1 Project/lot	1qt friction top can	-----	-----	10 days	3 OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Mix well before sampling. Seal can tightly.

T 813 - 2/3

SECTION 813 CONCRETE APPROACH SLABS (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
POLYETHYLENE FILM		813.02	Quality Control/Accept.	-----	-----	-----	-----	-----	-----	-----	3	Visual inspection by CQCF.
REINFORCING STEEL		813.02 1009.01 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/ source	48 in. length	CA	-----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample if not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
UNDERDRAIN PIPE		813.04	Quality Control/Accept.	REFER TO SECTION 703 OF THIS APPENDIX								

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SECTION 814 DRILLED SHAFT FOUNDATIONS

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Structural)	Mix Designs, Materials & Test	814.02	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX								
GRANULAR MATERIAL	Pea Gravel or Granular Material	814.02 1003.07 CQCF	Quality Control/Accept.	----	----	----	----	----	----	----	3	Visual inspection by CQCF
REINFORCEMENT		814.02 1009 Mat. Lab	Quality Control/Accept.	ASTM A615	CQCF S 501	1/size/ source	48 in. length	CA	----	10 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Visual inspection by CQCF. Sample if not accompanied by certificate or when questionable. Documents added to CQCF Documentation Data base by CQCF.
SLURRY		814.12 Design-Builder/CQCF	Quality Control/Accept.	----	CQCF*	----	----	----	----	----	3	*QC tests to be observed by the CQCF & documented in field book. Sampling and testing shall be in accordance with the Design-Builder's accepted Drilled Shaft Installation Plan.
DRILLED SHAFT INSTALLATION PLAN		814.05 CQCF	Quality Control/Accept.	----	----	----	----	----	----	10 days	3	Design-Builder to submit Drilled Shaft Installation Plan four weeks prior to start of construction. Must be accepted by CQCF/OVF/DOTD.

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SECTION 820 MOVABLE BRIDGES

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Structural)	Mix Designs, Materials & Tests (For Counter Weights)	809.38 Design-Builder/CQCF	Quality Control/Accept.	REFER TO SECTION 901 OF THIS APPENDIX.						21 days	3 OVF to submit to DOTD Bridge Design	CQCF to witness test for unit weight as per Specification Subsection 809.38 for counterweights. DOTD Bridge Design must accept mix design and calculations for determining unit weight prior to use.
ELECTRICAL EQUIPMENT	Brochures, Certified Dimension Sheets & Descriptive Data	801.03 809.04 809.05 Bridge Design	Quality Control/Accept.	DOTD Bridge design accepts and distributes to OVF/CQCF for all items listed in Bridge Electrical Equipment List.				----	----	----	3 OVF to submit to DOTD Bridge Design	Design Builder to submit to CQCF.No component shall be incorporated into the work without acceptance from DOTD Bridge Design. CQCF to review and submit to OVF.
GUARANTY	Design Build's Guarantee	104.05 809.02 CQCF	Quality Control/Accept.	----	OVF and DOTD Bridge Design accepts and files.		----	----	----	----	3 OVF to submit to DOTD Bridge Design	Design Builder to submit to CQCF. CQCF to review and submit to OVF. Documents added to CQAP Documentation Data base by CQCF.
	Manufacturer's Standard Warranty	104.05 809.02 CQCF	Quality Control/Accept.	----	OVF and DOTD Bridge Design accepts and files.		----	----	----	----	3 OVF to submit to DOTD Bridge Design	Design Builder to submit to CQCF. CQCF to review and submit to OVF. Documents added to CQAP Documentation Data base by CQCF.
HARDWARE	Bolts, Fasteners, Fittings, Nuts, Washers & Misc. Hardware	809.07 1013.08 1018.08 Mat. Lab	Quality Control/Accept.	----	CQCF* S 501	1/size/type/shipment	2 of each item	----	----	10 days	3	Visual inspection by QC. *When sampled by DOTD Const. Fab. Insp. and listed on report to CQCF, project samples are not required.
MAINTENANCE & OPERATION INSTRUCTION BOOKLETS		801.03(e) 809.05 Bridge Design	Quality Control/Accept.	----	OVF submits to DOTD Bridge Design for acceptance, then distributes in accordance with EDSM III.2.5.6.			----	----	----	OVF to submit to DOTD Bridge Design	Design Builder to submit to CQCF. CQCF to submit to OVF.
MECHANICAL EQUIPMENT	Brochures, Certified Dimension Sheets & Descriptive Data	801.03 809.04 809.05 Bridge Design	Quality Control/Accept.	----	DOTD Bridge Design accepts and distributes to OVF/CQCF				----	----	OVF to submit to DOTD Bridge Design	Design Builder to submit to CQCF. CQCF inspects materials and components to ensure conformance. CQCF to submit to OVF.

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SECTION 820 MOVABLE BRIDGES (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS	
		TESTED BY			METHOD		CONTAINER	DISTR.					
MECHANICAL EQUIPMENT (Cont'd)	Parts List (Gears & Bearing in Gear Box)	809 Bridge Design	Quality Control/Accept. Monitor	-----	Bridge Design accepts and distributes to OVF/CQCF				-----	-----	3 OVF to review and submit to DOTD	Design Builder to provide document to CQCF. CQCF shall verify list.	
OPERATING HOUSE (All Furnishings)	Brochures	809.04 Bridge Design/ CQCF	Quality Control/Accept. Monitor	-----	Bridge Design accepts and distributes to OVF/CQCF				-----	-----	3 OVF to review and submit to DOTD	CQCF to provide documents to OVF. CQCF shall monitor QC's verification of list.	
PAINT AND PROTECTIVE COATINGS		809.09 807.44 1008	Quality Control/Accept.	REFER TO SECTION 811 OF THIS APPENDIX.									
POWER PLANT		809.36	Quality Control/Accept.	REFER TO SECTION 730 OF THIS APPENDIX.									
STRUCTURAL METALS		809.07 1013	Quality Control/Accept.	REFER TO SECTION 807 OF THIS APPENDIX.									
TRAFFIC BARRIERS	Drawings & Brochures	729.02 809.04 Bridge Design	Quality Control/Accept.	-----	Bridge Design accepts and distributes to OVF/CQCF.				-----	-----	3 OVF to review and submit to DOTD	Design Builder to submit to CQCF. CQCF inspects materials and components to ensure conformance. CQCF to submit to OVF.	
WELDING			Quality	REFER TO SECTION 809 OF THIS APPENDIX.									
WIRE ROPE & ATTACHMENTS	Counterweight Rope Assemblies	809.08 DOTD Const. Fab. Insp.	Quality Control/Accept.	-----	Inspected and stamped by DOTD Const. Fab. Insp. Unit prior to use.				-----	-----	-----	3 OVF to distribute inspection report to Design Builder. OVF verifies if the document is in the system.	CQCF to receive inspection report on counterweight ropes and sockets from DOTD Const. Fab. Insp. and submit to OVF/CQCF. CQCF to verify stamp by DOTD Const. Fab Insp. Documents added to CQAP Documentation Data base by CQCF.
	Wire Rope	809.08 1009.10 Mat. Lab	Quality Control/Accept.	-----	CQCF S 501	1/type or class/ shipment	6 ft. length	-----	-----	11 days	3 OVF to submit to Mat. Lab for CQCF.	Visual inspection by QC. Does not include counterweight ropes.	

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APPENDIX G: REQUIRED MINIMUM SAMPLING AND TESTING

SECTION 901 PORTLAND CEMENT CONCRETE

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
			Quality Control/Accept.	THIS SECTION IS TO BE USED AS A GUIDE FOR OTHER ITEM NUMBERS WHEN REFERENCE IS MADE TO SECTION 901 OF THIS APPENDIX.								
ADMIXTURES		901.02 1011.02 1018.28 Mat. Lab	Quality Control/Accept.	IR TR 610 %Solids TR 524	CQCF S 601	*	1 pt. friction top can	CC	----	----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.
AGGREGATES (Pavement)	Fine & Coarse	901.02 1003.01 1003.02 CQCF	Quality Control/Accept.	Gradation TR 113 Deleterious TR 119	CQCF S 101	1/pavement lot	----	----	50 yd ³	3 days	2	CQCF to verify material is on the AML Shall check sufficient to ensure specifications are met. No sample required for type B or D Pavement Aggregate. Check gradation and foreign matter. See " Application of Quality Assurance Specifications for Portland Cement
	Blended Aggregate Type B & D	901.06 1003.02(c) CQCF	Quality Control/Accept. Monitoring	Gradation TR 113	CQCF S 101	1/aggregate size/ pavement /lot (max of 1/agg. size/day)	----	----	50 yd ³	3 days	2	CQCF to verify material is on the AML. Shall check sufficient to ensure specifications are met. Gradation results may be used to calculate blended gradation for plotting control charts. Gradations for each component used to calculate blended gradation based on mix proportions. Report combined gradation of adjacent sieves as required by specifications.

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SECTION 901 PORTLAND CEMENT CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
AGGREGATES Structural and Minor Structures	Fine & Coarse	901.02 1003.01 1003.02 CQCF	Quality Control/Accept.	Gradation TR 113 Deleterious TR 119	CQCF S 101	1/every 5 day of production or 400 y ³ of aggregate*	1 full sample sack	-----	50 yd ³	3 days	2	Shall check sufficient to ensure specifications are met. CQCF to verify material is on the AML. Lot to be identifiable pour up to 200 yd ³ max of concrete. Gradation results shall be plotted on control charts which are required for documentation. See "Application of Quality Assurance Specifications for Portland Cement Concrete Pavement and Structures" for details. Check gradation and foreign matter. For structural concrete produced from non-dedicated stockpiles.
CEMENT (Hydraulic)	Types I, II, IP & IS (Pavement & Structural) Types I, II, IP, IS & III (Precast) (cont'd)	901.02 1001.01 1001.02 1001.04 Mat. Lab	Quality Control/Accept.	-----	-----	1/shipment	1 gallon friction type can	CC	50 yd ³	17 days	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Sample when not accompanied by certificate or when questionable. Documents added to CQAP Documentation Data base by CQCF.

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SECTION 901 PORTLAND CEMENT CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Minor Structure)	Compressive Strength	Table 901-3 CQCF	Quality Control/Accept.	Compressive Strength TR 230	CQCF S 301	3cyl/50yd ³	4 in. x 8 in. cylinder mold	-----	50 yd ³	30 days	1	-----
	Mix Design	901.06(a) CQCF	Quality Control/Accept.	-----	-----	1/mix class or type/material source/plant	-----	-----	-----	-----	3 OVF verifies if the document is in the system.	CQCF to verify materials are on the AML. Acceptance by the CQCF/OVF is required prior to starting work. Documents added to CQAP Documentation Data base by CQCF. The Design-Builder shall submit to the CQCF Engr. the standard Mix Design form indicating the intended source of all materials and the mix design
	Slump and Air	Table 901-3 CQCF	Quality Control/Accept.	Slump TR 207	CQCF S 301	1/50 yd ³	0.5 ft ³	-----	50 yd ³	-----	3	When required in Table 1 or individual section. 'Shall check sufficient to ensure
				Air TR 202	CQCF S 301	1/50 yd ³	0.5 ft ³	-----	50 yd ³	-----	2	When required in Table 1 or individual section. 'Shall check sufficient to ensure

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SECTION 901 PORTLAND CEMENT CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Pavement)	Entrained Air	Table 901-3 CQCF	Quality Control/Accept.	Air TR 202	CQCF S 301	1/half day	0.25 ft ³	-----	-----	-----	2	Shall check sufficient to ensure specifications are met. Air tests will only be required when an air-entraining admixture is used. Test results shall be plotted on control charts which are required for documentation.
	Mix Design	901.06(a) CQCF	Quality Control/Accept.	-----	-----	1/mix type/material source/plant	-----	-----	-----	3 days	3 OVF verifies if the document is in the system.	The CQCF shall submit the standard Mix Design form indicating material sources, proportions, and composite gradation calculations. Acceptance by the CQCF/OVF is required prior to starting work. Documents added to CQAP Documentation Data base by CQCF.
	Mix Temperature	901.06(b) 901.11 CQCF	Quality Control/Accept.	-----	-----	*1/ 5 trucks	-----	-----	-----	-----	3	*When temperature control is needed, testing must be sufficient to prevent exceeding appropriate limits.
	Slump	Table 901-3 CQCF	Quality Control/Accept.	Slump TR 207	CQCF S 301	1/half day	0.5 ft ³	-----	-----	1/2 hr.	3	*Shall check sufficient to ensure specifications are met. Test results shall be plotted on control charts which are required for documentation.
	Unit Weight	901.06(b) *QC	Quality Control/Accept.	Unit Weight TR 201	CQCF	2/lot	1.5ft ³ 0.5 or 1 ft ³ yield bucket	-----	-----	-----	3	Shall check sufficient to ensure specifications are met. Unit weight will be run as necessary. Test results are to be plotted on control charts which are required for documentation. To be witnessed by CQCF.

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SECTION 901 PORTLAND CEMENT CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Structural)	Entrained Air	Table 901-3 CQCF	Quality Control/Accept.	Air Content TR 202	CQCF S 301	1/lot	0.25 ft ³	-----	-----	1 day	2	Test results shall be plotted on control charts which are required for documentation. When pump placement is used, see "Application of Quality Assurance Specifications for Portland Cement Concrete Pavement and Structures" for details.
	Compressive Strength/ (Surface Resistivity)	Table 901-3 CQCF	Quality Control/Accept.	Compressive Strength TR 230 (Surface Resistivity TR 233)	CQCF S 301	3 cyl/batch 2 batches/lot	4 in. x 8 in. cylinder mold	-----	-----	30 days	1	A lot is an identifiable pour not to exceed 200 yd ³ . For specific details see Specification 805 & 901. (When required by specifications)
	Mix Design	901.06(a)	Quality Control/Accept.	-----	-----	1/mix class/material source/plant	-----	-----	-----	3 days	3 OVF verifies if the document is in the system.	The CQCF shall submit the standard Mix Design form indicating the intended source of all materials and the mix design. Acceptance by the CQCF/OVF Engineer is required prior to starting work. Documents added to CQAP Documentation Data base by CQCF.
	Mix Temperature	901.06(b) 901.11 CQCF	Quality Control/Accept.	-----	CQCF S 301	*1/5 trucks	-----	-----	-----	-----	3	*When temperature control is required, testing must be sufficient to prevent exceeding appropriate limits.

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SECTION 901 PORTLAND CEMENT CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
CONCRETE (Structural) (Cont'd)	Slump	Table 901-3 CQCF	Quality Control/Accept.	Slump TR 207	CQCF S 301	1/lot	0.5 ft ³	-----	-----	1/2 hr.	3	Test results shall be plotted on control charts which are required for documentation. When pump placements used, see "Application of Quality Assurance Specifications for Portland Cement Concrete Pavement and Structures" for details.
	Unit Weight	901.06 CQCF	Quality Control/Accept.	TR 201	CQCF	1/ lot	1.5 ft ³ 0.5 or 1 ft ³ yield bucket	-----	-----	-----	3	Shall check sufficient to ensure specifications are met. Test result shall be plotted on control charts which are required for documentation. To be witnessed by CQCF.
FLY ASH	Cement Replacement	901.02 1018.15 Mat. Lab	Quality Control/Accept.	-----	-----	1/shipment	1 gallon friction top can	CC	50 yd ³	-----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify materials are on the AML. Shall check sufficient to ensure specifications are met. Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.
GROUND GRANULATED BLAST-FURNACE SLAG	Cement Replacement	901.08 1018.27	Quality Control/Accept. Mat. Lab	-----	-----	1/shipment	1 gallon friction top can	CC	50 yd ³	-----	3 OVF verifies if the document is in the system. OVF to submit to Mat. Lab for CQCF.	CQCF to verify material is on the AML. Documents added to CQAP Documentation Data base by CQCF. Sample when not accompanied by certificate or when questionable.

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SECTION 901 PORTLAND CEMENT CONCRETE (Cont'd)

MATERIAL		REF.	PURP.	TEST METHOD	SAMPLED BY	MIN. FREQ.	MIN. QUANT.	CERT.	SMALL QUANTITY	TYPICAL HANDLING TIME	OVT LEVEL	REMARKS
		TESTED BY			METHOD		CONTAINER	DISTR.				
WATER		901.02 1018.01 Mat. Lab	Quality Control/Accept.	----	CQCF S 301	*1/source	1 qt plastic bottle	----	----	11 days	3 OVF to submit to Mat. Lab for CQCF.	*Drinkable water need not be sampled.

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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						Unless stated otherwise, measurements shall be conducted using procedures, techniques, and measuring equipment consistent with LA DOTD Maintenance Standards.			
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.	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%
						10ft straight edge used to measure rut depth for localized areas.	1.2.3	Depth of rut at any location greater than ½"	Nil
						b) Ride quality Measurement of International Roughness Index (IRI) according to LA DOTD standards	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%
						c) Longitudinal Cracking	1.2.7	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%
						d) Transverse Cracking	1.2.8	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%
						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	1.2.9	Individual discontinuities greater than 1/4"	Nil
						d) Edge drop-offs Physical measurement of edge drop-off level compared to adjacent surface	1.2.10	Occurrence of any failure	Nil

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				
							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 mainlines, shoulders and ramps exceeding 30 and for which investigations as to potential risk of skidding accidents and appropriate remedial actions have been taken.	100%
							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	24 hrs	28 days	6 months	Visual inspection of joints	1.4.1	Length of unsealed joints greater than ¼"	Nil
		Longitudinal joint separation is controlled				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 fee 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 feet 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	Permanen t Remedy	Permanen t 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>	
		<ul style="list-style-type: none">• defects in joint sealants• defects in pedestrian protection measure• scour damage• corrosion of rebar• paint system failures• impact damage				As above	3.1.1	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
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.	3.2.1	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
		iii) Parapets are free of: <ul style="list-style-type: none">• loose nuts or bolts• blockages of hollow section drain holes• vegetation• accident damage iv) Bearings and bearing shelves are clean. Bearings allow for translation and rotation as designed. No presence of water exists on bearings and bearing seats. v) Sliding and roller surfaces are clean and greased to ensure satisfactory performance. Additional advice contained in bearing manufacturers' instructions is followed. vi) Special finishes are clean and perform to the appropriate standards. vii) All non-structural items such as hoists and electrical fixings, operate correctly, are clean and lubricated as appropriate, in accordance with the manufacturer's recommendations and certification of lifting devices is maintained.				Visual inspection of Elements listed in (i) through (vii) of the general performance requirement column.	3.2.2	Instances of condition of any element not meeting general performance requirement as determined in accordance with Good Industry Practice.	Nil

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				
3.3	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	3.3.2	Instances where more than 150 linear ft of cracks exceeding 0.020 inches in width are present within any 1,500 SF measurement area.	Nil
						De-lamination or spalling	3.3.3	Instances of de-lamination or spalling	Nil
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	3.6.1	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
							3.6.3	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	Corrosion protection systems	Corrosion protection systems are intact and operating in line with design intent including: <ul style="list-style-type: none">• Paint systems for steel• Concrete surface protection systems• Sacrificial protection systems Zinc metalizing	24 hrs	28 days	6 months	Visual inspection	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
							3.7.4	Noncompliance with manufacturer's recommendations for the maintenance and re-application of coatings	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.	3.8.1	Noncompliance with specified standards.	Nil
							3.8.2	Instances of lightning protection system not operating as intended.	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	3.9.1	Number of structures with load restrictions for Louisiana legal loads (including legally permitted vehicles) in each Performance Section	Nil
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: <ul style="list-style-type: none">• 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%

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				
						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%
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	Permanent Remed	Permanent 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	NOT USED				NOT USED			

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				
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 lighing with more than 10% of lamps not functioning	Nil
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%

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 Remed	Permanent 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

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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				
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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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 n	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)									

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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				
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%
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									

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			Cat 1	Cat 1	Cat 2				
			Hazard Mitigation	Permanent Remedy	Permanent Repair				
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									
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.									