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April 23, 2018

City of Baton Rouge
Parish of East Baton Rouge
Purchasing Division, City Hall
222 St. Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70802

WHLC Architecture
1744 Oakdale Avenue
Baton Rouge, LA 70810

Re: River Center Branch Library
Baton Rouge, LA

Gentlemen:

As you are aware, a significant structural failure occurred on the referenced project at approximately 4:30 p.m. on Wednesday, April 18, 2018. Two of the four large trusses supporting the cantilever failed by apparent simultaneous rupture and complete severing of the top chords of each truss. The failed trusses are along column lines 2 and 4. Based on the information that is available to us as of this date, it is our position that the failure resulted solely from a deficiency in the structural design, and not from any defect in materials or workmanship supplied by Buquet & Leblanc.

As a result of that event, which raised immediate concerns regarding life safety, our progress was immediately halted on April 18, 2018. Thereafter, we followed the oral instructions of the design team and provided assistance in their effort to determine the cause and extent of the failure. We also took reasonable measures to protect our personnel and the public from injury.

On April 20, 2018, we received a formal directive from the Project Architect that we are to stop all work until further notice. We agree to comply with that directive. We understand that we may be directed to perform limited activities during the work stoppage which may be related to securing the site, preserving life safety and/or taking action to prevent further damage to the existing work. While we are prepared to reasonably cooperate, we will not undertake any activities in the absence of express written instructions from the Owner and/or Architect.

A purpose of this letter is to place you on notice of our intent to make a claim for additional compensation (including but not limited to time-related costs and damages) and to seek an extension of the contract completion date. At this time, we cannot estimate either our costs/damages or the extent of the delay, but will provide that information as soon as we

are able. As you are aware, this event occurred suddenly and unexpectedly and, as of this date, the duration of the suspension/delay is currently unknown to us. The uncertainty of the duration is related to a number of factors, including (but not limited to) the need for a detailed structural analysis to determine whether design changes are necessary, an investigation to determine the cause and extent of damage, and potential remediation, repairs, and/or changes to our original work scope. As we have no control over these activities, we request that you advise us of the estimated duration of the work stoppage / suspension as soon as you are able. We also request that you and your consultants preserve all evidence related to your investigations and analyses.

As a result of this event, we have already incurred and will continue to incur substantial costs, losses and damages for which we will seek fair compensation. We recognize that we have a duty to mitigate our losses and damages, and confirm that we will do so to the extent we are able. In that regard, we request your assistance, cooperation and written instructions. For example, if you believe it is prudent for us to demobilize from the site, please issue written instructions to do so and confirm that you will compensate us for all de-mobilization and re-mobilization costs. Absent your specific instructions to demobilize, we will remain on standby and will be ready to immediately resume work upon your written notification that we may do so.

While we deny any liability for this failure or its consequences, we remain ready, willing and able to resume work and complete our work scope. We likewise remain ready and willing to provide you with reasonable assistance in the resolution of all issues.

Yours very truly,

BUQUET & LEBLANC, INC.



Robin B. Liles
President

RBL/cc

cc: File - Contract