



ADDENDUM NO. 1

EXHIBIT 7

**DRAFT FORM OF STATE/SITE RESTORATION MANAGER AGREEMENT (AIA A133-2019
as modified by the State)**

REQUEST FOR QUALIFICATIONS

**PART A: PRE-SITE RESTORATION SERVICES and
PART B: SITE RESTORATION SERVICES (Construction Management at Risk)**

Project No. 431-PA27-002

June 5, 2026

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

and the Construction Manager:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

Orphaned Well Site Remediation and Restoration Management
Project No. 431-PA27-002

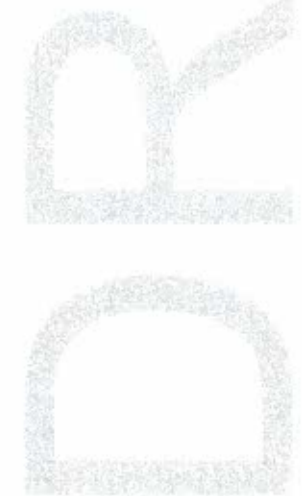
The Architect:
(Name, legal status, address, and other information)

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, *General Conditions of the Contract for Construction*, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Orphaned Well Site Remediation and Restoration Management Project No. 431-PA27-001

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Pool of physical well sites are as described in the RFQ and as will be more fully developed during Preconstruction

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

To be determined (TBD)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner’s requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

TBD

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

TBD

§ 1.1.8 The Owner identifies the following representatives in accordance with Section 4.2:
(List name, address, and other contact information)

§ 1.1.9 The persons or entities, in addition to the Owner’s representatives, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

TBD

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

As stated in AIA A133-2019) as modified by Owner and AIA A201-2017 as modified by Owner

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representatives shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Additionally, contract documents include the Owner's request for qualifications and the Construction Manager's Statement of Qualifications issued in response to Owner's RFQ which have been expressly agreed to and accepted by Owner. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. In the event of a conflict among Contract Documents the provisions with more stringent requirements requiring better quality or greater quantity of Work or providing greater protection for the Owner shall take precedence.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and Owner's Outside Representative, and to exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 Intentionally Omitted.

§ 2.3.2 For the Preconstruction Phase, AIA Document A201-2017, General Conditions for Construction, as modified by Owner, shall apply to the Pre-Construction Phase as specifically provided in this Agreement. For the Construction Phase, the General conditions shall be as set forth in A201-2017, as modified by Owner, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Management at Risk. Contractor and its subcontractors shall perform all Pre-Construction Phase and if awarded, the Construction Phase Services, as described in the Contract Documents. Contractor shall provide all necessary personnel, supplies, and equipment required to perform the Pre-Construction and if awarded, Construction Phase Services, as described in the Contract Documents.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other,, including but not limited to, conditions of the sites for topography, site access, staging opportunities, and limitations. The Construction Manager shall assist the Owner and Design Team to refine and finalize the project delivery strategy for the Project; bring ideas, experience, and expertise to the Design Team and be involved in discussions related to project delivery with an emphasis on achieving Key Project Values of the Owner as set forth in the RFQ as well as criteria of low cost, speed of delivery, high quality and safety. Upon completion of the Preliminary Evaluation, the Construction Manager shall submit recommendations and information to the Owner and Engineer of Record regarding usage of sites and improvements to sites; equipment and project feasibility; selection and availability of materials and labor; time requirements for plugging and site restoration; assignment of responsibilities for safety measures and programs; temporary Project facilities; equipment, materials, and services for common use of the Constructor and-Owner's representatives and/or separate contractors, if any; cost factors, including cost of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment, and any other matters necessary to accomplish the Project in accordance with the Master Project Schedule.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on feasibility; availability of materials and labor; time requirements for procurement, plugging and restoration; prefabrication; and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared in coordination by the Design Team, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Design Team progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the

Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.2.1 At a minimum, the Construction Manager, in consultation with the Engineer of Record, shall provide to the Owner an opinion of probable cost of the Project when final design of the project is close to but not more than sixty (60%) percent complete, and again when final design of the Project is close to but not more than ninety (90%) complete. For purposes of this Section, close to means within five percent (5%) of the Guaranteed Maximum Price.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Design Team progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding project feasibility and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 3.1.11, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall implement a structured, qualifications-based process for prequalification, selection and/or confirmation of Key subcontractors as required in the RFQ.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.11.4 The Construction Manager shall develop integration and coordination strategies that will bring the right subcontractors and suppliers in at the right time to avoid re-work, eliminate waste and provide best value to the Owner. The Construction Manager shall emphasize the use of local labor.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Design Team's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.1.12.1 Safety Plan

The Construction Manager shall develop, document, and implement a proposed Safety Plan for the Project for review by Owner. Construction Manager shall be solely responsible for job site safety and shall report any and all job site accidents, including both injury accidents and non-injury accidents, to the Owner immediately after the accident becomes known to the Construction Manager. Construction Manager shall have the full and sole responsibility for all safety programs and precautions in connection with the Work. Construction Manager shall use all reasonable efforts to protect the Owner against any deviations or defects in the completed restoration Work. Construction Manager shall use all reasonable efforts to protect the Owner, employees and other staff, and visitors from personal injury and property damage. Construction Manager shall have authority to take reasonable and necessary actions on the site regarding safety precautions and procedures. Construction Manager shall adhere to all construction safety requirements when performing Work pursuant to this Agreement.

§ 3.1.14.2 Quality Control Plan

The Construction Manager shall develop a Quality Control Plan.

§ 3.1.14.3 Site Logistics Plan

The Construction Manager shall develop a Site Logistics Plan.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Construction Manager shall provide the Guaranteed Maximum Price Proposal to the Owner no earlier than the Owner's acceptance of the ninety (90%) percent cost estimate or not later than 14 days following Owner's acceptance of one hundred (100%) percent Construction Documents. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 Section omitted

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum

Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 If the Owner and Construction Manager are not able to agree upon the Guaranteed Maximum Price for the Project, the maximum number of days to complete the Project, or reach a negotiated agreement for the Construction Phase, then this agreement shall terminate immediately by written notice from the Owner to the Construction Manager. If this agreement is so terminated, the Project shall be re-advertised and publicly bid utilizing the design-build method in accordance with La. R.S. 38:2225.2.4.G(6). In this event, the Construction Manager agrees that having participated in the Project design, it will not be allowed to participate in the re-advertised and publicly bid Project.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.1.3 The Contract Time shall be measured from the date of commencement.

§ 3.3.1.4 The Construction Manager shall achieve Substantial Completion of the entire Work, except for punch list terms, subject to adjustments of this Contract Time as provided in the Contract Documents, by (to be determined)(“Substantial Completion”), with time being of the essence provided Notice to Proceed has been issued and agreed by Construction Manager before (to be determined). In the event the Notice to Proceed is delayed beyond (to be determined), then the Contractor may be entitled to a Change Order for acceleration.

Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can utilize the Work for its intended use. Substantial Completion shall include, but not be limited to, (i) the completion of all of the Work necessary to comply with all of the requirements of the jurisdiction where the Project is located to enable Owner to use the premises as intended (for example, in some jurisdictions, these requirements are satisfied by the Construction Manager’s securing approved Owner inspections and additional forms as required by Owner, State, and/or Federal regulations); and (ii) the Engineer of Record has certified to and Owner that the entire Work has been substantially completed in accordance with the Contract Documents and only minor punch list items, if any, remain incomplete.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Weekly Report

The Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Owner’s Outside Representative, and shall provide this information in its weekly reports to the Owner and Owner’s Outside Representative, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract.

§ 4.1.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner’s other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 *Intentionally Omitted.*

§ 4.1.4.2 *Intentionally Omitted*

§ 4.1.4.3 *Intentionally Omitted.*

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

§ 4.1.6

§ 4.2 Owner’s Designated Representative

The Owner shall identify an internal representative(s) authorized to act on behalf of the Owner with respect to the Project. The Owner’s internal representatives shall render decisions promptly and furnish information expeditiously, so

as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized internal representatives.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as modified by Owner. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect’s scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Lump Sum Payment of five-hundred thousand dollars (\$500,000.00) to be paid following the issuance of the Notice to Proceed. The Lump Sum amount(s) shall be inclusive of all eligible expenses, licenses, travel, hourly wages, salaries, and costs of every type and nature whatsoever.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager’s Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not applicable

Individual or Position

Rate

Not applicable

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 2 (two) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager’s compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 The Owner shall make payment to the Construction Manager not later than forty-five (45) days after the Owner’s receipt and approval of the Payment App Review Summary without discrepancies.

(Insert rate of monthly or annual interest agreed upon.)

Zero (0 %) percent.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager’s performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 as laid forth in the Schedule of Values.

§ 6.1.2 The Construction Manager’s Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

There shall be no Construction Manager Fee added to the cost of work as set forth in the Guaranteed Maximum Price Amendment.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Not applicable

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Addressed and governed by AIA A201-2017 as modified by Owner.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed seventy-five percent (75 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

TBD

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

TBD

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement.

§ 6.3.5 If

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of site workers directly employed by the Construction Manager to perform the restoration Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Restoration

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed restoration.

§ 7.4.2 Costs of materials described in Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section

7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 *Intentionally Omitted*

§ 7.6.9 Each party shall be responsible for its own legal fees, costs, and expenses relating to this Agreement or work on this Project.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. Reimbursement will be subject to relevant Division of Administration policies.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Government Ethics (La. R.S. 42:1101, et seq.) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics. Proposers are required to disclose any and all conflicts of interest or issues that could reasonably be perceived as conflicts of interest.

CONFLICT OF INTEREST: No employee, officer, or agent of the Contractor shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer, board member or agent;
- Any member of his immediate family;
- His or her partner, or
- A corporation which employs, or is about to employ one of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work. The Contractor shall disclose to the Department of Conservation and Energy any known or reasonably knowable conflicts of interest.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has

- provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on any other basis without the Owner's prior written approval. If a subcontract is awarded on any other basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 If the Construction Manager recommends a specific bidder that may be a "Related Party" then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction according.

§ 9.4 *Intentionally Omitted.*

§ 9.5 *Intentionally Omitted.*

§9.6 The Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect showing

percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather portions of the work in progress, number of workers on a site, identification of equipment on a site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§9.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the designated Owner's Representative by the Construction Manager, and Payment App Review Summary without discrepancies issued by the designated Owner's Representative, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the designated Owner's Representative not later than the 10th day of a month and is fully and accurately complete in all respects and following receipt of the designated Owner's Representative's Application for Payment Review Summary and Exhibits without discrepancies ("Payment App Review Summary without discrepancies"), the Owner shall make payment to the Construction Manager not later than forty-five (45) days after the Owner's receipt and approval of the Payment App Review Summary without discrepancies. (*Federal, state or local laws may require payment within a certain period of time.*)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner and Owner's Representative may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 *Section omitted.*

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the

percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§11.6.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Section 3.10.1 of the A201-General Conditions in addition to other requirements in compliance with Owner's Schedule Requirements as listed in the RFQ, the Specifications and elsewhere in the Contract Documents.

§11.6.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed, and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "B".

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- .4

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the designated Owner's Representative has provided a Application for Payment Review Summary and Exhibits with discrepancies ("Payment App Review Summary with discrepancies") as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or designated Owner's Representative may withhold payment, or nullify a Payment App Review Summary without discrepancies in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%) percent.

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

There shall be no reduction or limitation of retainage.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

There shall be no reduction or limitation of retainage.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

The normal retainage shall not be due the Contractor until all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of AIA 201 – General Conditions; (3) the Contractor has provided the Owner with a fully completed executed and notarized Contractors Conditional Waiver of Lien of Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached hereto as Exhibit “B”; and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the contract to both pay the normal retainage and cover the value assigned to the Punch List then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the punch list exceeds the funds remaining in the contract sum including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the Shortfall to the Owner.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a final Payment App Review Summary without discrepancies has been issued by the designated Owner's Representative in accordance with Section 11.2.2.2;
- .4 all of the requirements set forth in Section 9 of A201 – General Conditions have been satisfied; and
- .5 the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit “B”.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the

Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the designated Owner's Representative will either issue to the Owner a final Payment App Review Summary without discrepancies with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the designated Owner's Representative's reasons for issuing a Payment App Review Summary with discrepancies provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The designated Owner's Representative is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 *Intentionally Omitted.*

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 45 days after the issuance of the designated Owner's Representative's final Payment App Review Summary without discrepancies, which shall only be issued after all of the requirements set for in this Section 11.2 have been satisfied.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination; and
- .2 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document

A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Subtract the aggregate of previous payments made by the Owner; and
- .3 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

§ 13.2.4 Termination for Non-Appropriation. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the types of insurance in the amounts set forth in Article 11 of AIA Document A201-2017. If any of the requirements set forth in Article 11 of AIA Document A201-2017 exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Article 11 of AIA Document A201-2017, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.2 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.3 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2017, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 *Intentionally Omitted.*

§14.5 Equal Opportunity. Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 (the Federal Executive Order 11246 has been revoked in its entirety by Federal Executive Order 11246, effective April 20, 2025); the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

§14.6 Compliance with Laws and Regulations. Construction Manager's violation of any federal or state law shall be grounds for the Owner to terminate this Contract. Construction Manager shall comply strictly with all local, state, and federal laws, orders and regulations applicable with its operation and the performance of the Work. This obligation includes the obligation to comply with all regulations promulgated by federal, state and local authorities and made applicable to the site(s). Construction Manager shall comply with all rules, regulations, and policies regarding access to site(s) or construction at the site(s). Should a change to a code or regulations after award of this Contract affect the cost to perform the Work, the Contract Sum may be adjusted consistent with the provisions of this Contract, including all notice to, and approval by, Owner provisions.

§14.7 OSHA. All work, services, materials, supplies and equipment performed and/or furnished under the terms of this Agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended, as well as all other applicable federal, state and local laws, codes and regulations. All services performed herein must comply with all State of Louisiana Codes.

§14.8 Prohibition on Hiring/ Contracting with Illegal Aliens. In accordance with the provisions mandated by Louisiana R.S. §23.992 et seq., Construction Manager hereby certifies that it shall not: (1) knowingly employ or contract with an illegal alien to perform work under this Agreement; or (2) enter into a contract with a subcontractor that fails to certify to the Construction Manager that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§14.8.1 Construction Manager certifies that it has verified or attempted to verify through participation in the Basic Employment Verification Program ("Basic Pilot Program") administered by the United States Department of Homeland Security, Citizenship and Immigration Services that its employees who are performing work under this Agreement are not illegal aliens (<https://www.fis-dhs.com/EmployerRegistration>). If Construction Manager is not accepted into the Basic Pilot Program prior to entering into this Agreement, Construction Manager shall apply to participate in the Basic Pilot Program every three (3) months until Construction Manager is accepted or this Agreement terminates, whichever is earlier. If the Basic Pilot Program is discontinued during the term of this Agreement, this requirement to participate in the Basic Pilot Program shall become null and void.

14.8.2 Construction Manager shall not use the Basic Pilot Program as a tool for pre-employment screening for job applicants while performing services under this Agreement.

§14.8.3 If Construction Manager obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Construction Manager shall be required to: (1) notify the Owner and the subcontractor within three (3) days that Construction Manager has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and (2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien to perform work under this Agreement.

§14.8.4 Construction Manager shall comply with any reasonable request by the Louisiana Department of Labor ("Department") made in the course of an investigation that the Department is undertaking pursuant to its authority under Louisiana R.S. §23.992.

§14.9 Choice of Law The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§14.10 Inconsistent Acts Not Waived. The failure of the Owner to insist in any one or more instances upon the strict performance of any of the Construction Manager's obligations shall not constitute a waiver of its right to insist on that performance at any future time. The failure of the Owner to exercise any option it may possess under these Documents shall not waive the Owner's right to exercise that option at any time. An act or omission by the Owner that may be inconsistent with any of the Owner's rights under these Documents shall not waive the Owner's right to exercise such rights. No waiver or modifications of any of the Owner's rights under these Documents shall be construed as a waiver or modification of any other of the Owner's right under these Documents. If the Owner makes any payment to the Construction Manager in a situation where the Owner knows or could reasonably have known that the Construction Manager has breached any of its obligations under this Contract, that payment will not constitute a waiver of any of the Owner's rights with respect to that breach. No waiver, modification, or discharge or any provision of these Documents shall be deemed to have been made unless expressed in writing and signed by authorized representatives of both Parties.

§14.11 Authorization Each party represents to the other that the execution and delivery of this Agreement has been duly authorized by all necessary corporate or other action, and that all approvals and consents necessary to enter into this Agreement have been obtained, and that this Agreement is signed on its behalf by its duly authorized officer, agent or representative.

§14.12 Construction. Each party has had the opportunity to review and negotiate this Agreement as part of an armslength transaction, and therefore this Agreement shall be interpreted and construed according to its fair meaning without consideration as to which party drafted it.

§14.12.1 It is mutually agreed by the Construction Manager and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A133 as Modified by the Owner), the General Conditions (AIA A201. as Modified by the Owner) and any other Contract Documents shall not be construed against the maker of such Modifications.

§14.13 Debarment. By signing this Agreement, Construction Manager hereby represents and warrants to the Owner that neither it nor its directors, officers or employees are currently excluded, debarred, proposed for debarment, or otherwise ineligible to participate in general construction projects; nor have they been convicted of a criminal offense related to the provision of general construction services. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts. Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. Construction Manager further agrees to notify the Owner within three (3) days should it or any of its directors, officers or employees becomes a debarred person during the term of this Agreement.

§14.14 Severability In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement and this Agreement shall be enforced to the fullest extent permitted by law. The Parties agree to renegotiate in good faith those provisions of the Agreement invalidated so that an appropriate agreement may be maintained between the Parties.

§14.15 Exclusive Venue. The Nineteenth (19th) Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to the Agreement, the Project, and/or the Contract Documents, with no right to a trial by jury, and with specific and informed waiver of any right to a trial by jury. In the event diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Sub-contractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents, in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana. Construction Manager shall include a similar requirement in all of its subcontracts and material supply contracts.

§ 14.16 Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

§14.17 Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

§14.18 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

§14.19 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

§14.20 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor is responsible for determining that there will be no conflict or violation of the Code of Governmental Ethics. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

§14.21 Conflict of Interest

No employee, officer, or agent of the Contractor shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, board member or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. A corporation which employs, or is about to employ one of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work. The Contractor shall disclose to the LDCE any known or reasonably knowable conflicts of interest.

§14.22 Contractor's Cooperation. The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated

and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

§14.23 Right to Audit and Record Retention. Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, **Lien Waiver and Release Forms**
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed
- .6 Owner's request for qualifications (RFQ); and
- .7 Construction Manager's Statement of Qualifications issued in response to Owner's RFQ.

.6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
.7	Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)		

Owner's request for qualifications and the Construction Manager's Statement of Qualifications issued in response to Owner's RFQ which have been expressly agreed to and accepted by Owner.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

LEBAR

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:57:32 CDT on 06/05/2026.

Changes to original AIA text

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EXHIBIT B ~~INSURANCE AND BONDS~~LIEN WAIVER AND RELEASE FORMS

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§ 1.1.8 The Owner identifies the following ~~representative~~representatives in accordance with Section 4.2:

(List name, address, and other contact information-)

§ 1.1.9 The persons or entities, in addition to the Owner's ~~representative~~representatives, who are required to review the Construction Manager's submittals to the Owner are as follows:

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§ 1.3 Neither the Owner's nor the Construction Manager's ~~representative~~representatives shall be changed without ten days' prior notice to the other party.

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Additionally, contract documents include the Owner's request for qualifications and the Construction Manager's Statement of Qualifications issued in response to Owner's RFQ which have been expressly agreed to and accepted by Owner. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract

Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. In the event of a conflict among Contract Documents the provisions with more stringent requirements requiring better quality or greater quantity of Work or providing greater protection for the Owner shall take precedence.

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and Owner's Outside Representative, and to exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3.1 Intentionally Omitted.

~~§ 2.3.2 For the Preconstruction Phase, AIA Document A201TM 2017A201-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201 2017 shall mean the Construction Manager.~~

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201 2017, which document is incorporated herein by reference. The term "Contractor" as used in A201 2017 shall mean the Construction Manager, as modified by Owner, shall apply to the Pre-Construction Phase as specifically provided in this Agreement. For the Construction Phase, the General conditions shall be as set forth in A201-2017, as modified by Owner, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Management at Risk. Contractor and its subcontractors shall perform all Pre-Construction Phase and if awarded, the Construction Phase Services, as described in the Contract Documents. Contractor shall provide all necessary personnel, supplies, and equipment required to perform the Pre-Construction and if awarded, Construction Phase Services, as described in the Contract Documents.

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The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, ~~and in the applicable provisions of A201 2017 referenced in Section 2.3.1.~~ The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, including but not limited to, conditions of the sites for topography, site access, staging opportunities, and limitations. The Construction Manager shall assist the Owner and Design Team to refine and finalize the project delivery strategy for the Project; bring ideas, experience, and expertise to the Design Team and be involved in discussions related to project delivery with an emphasis on achieving Key Project Values of the Owner as set forth in the RFQ as well as criteria of low cost, speed of delivery, high quality and safety. Upon completion of the Preliminary Evaluation, the Construction Manager shall submit recommendations and information to the Owner and Engineer of Record regarding usage of sites and improvements to sites; equipment and project feasibility; selection and availability of materials and labor; time requirements for plugging and site restoration; assignment of responsibilities for safety measures and programs; temporary Project facilities; equipment, materials, and services for common use of the Constructor and Owner's representatives and/or separate contractors, if any; cost factors, including cost of alternative materials or designs, preliminary budgets, and possible cost savings; recognizing and tracking the resolution of conflicts in the proposed Drawings and Specifications; methods of delivery of materials, systems, and equipment, and any other

matters necessary to accomplish the Project in accordance with the Master Project Schedule.

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on ~~constructability~~feasibility; availability of materials and labor; time requirements for procurement, ~~installation and construction~~plugging and restoration; prefabrication; and factors related to ~~construction~~cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including ~~building information~~models for the Project.

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared in coordination by the ~~Architect~~Design Team, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the ~~Architect~~Design Team progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.2.1 At a minimum, the Construction Manager, in consultation with the Engineer of Record, shall provide to the Owner an opinion of probable cost of the Project when final design of the project is close to but not more than sixty (60%) percent complete, and again when final design of the Project is close to but not more than ninety (90%) complete. For purposes of this Section, close to means within five percent (5%) of the Guaranteed Maximum Price.

§ 3.1.7 As the ~~Architect~~Design Team progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding ~~constructability~~project feasibility and schedules, for the Architect's review and the Owner's approval.

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§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section ~~43.1.1411~~, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall implement a structured, qualifications-based process for prequalification, selection and/or confirmation of Key subcontractors as required in the RFQ.

§ 3.1.11.4 The Construction Manager shall develop integration and coordination strategies that will bring the right subcontractors and suppliers in at the right time to avoid re-work, eliminate waste and provide best value to the Owner. The Construction Manager shall emphasize the use of local labor.

The Construction Manager shall prepare, for the ~~Architect's Design Team's~~ review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Construction Manager shall provide the Guaranteed Maximum Price in Proposal to the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. Owner no earlier than the Owner's acceptance of the ninety (90%) percent cost estimate or not later than 14 days following Owner's acceptance of one hundred (100%) percent Construction Documents. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work.

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- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, ~~including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;~~

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Section omitted

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§3.2.10 If the Owner and Construction Manager are not able to agree upon the Guaranteed Maximum Price for the Project, the maximum number of days to complete the Project, or reach a negotiated agreement for the Construction Phase, then this agreement shall terminate immediately by written notice from the Owner to the Construction Manager. If this agreement is so terminated, the Project shall be re-advertised and publicly bid utilizing the design-build method in accordance with La. R.S. 38:2225.2.4.G(6). In this event, the Construction Manager agrees that having participated in the Project design, it will not be allowed to participate in the re-advertised and publicly bid Project.

§ 3.3.1.3 The Contract Time shall be measured from the date of commencement.

§ 3.3.1.4 The Construction Manager shall achieve Substantial Completion of the entire Work, except for punch list terms, subject to adjustments of this Contract Time as provided in the Contract Documents, by (to be determined) ("Substantial Completion"), with time being of the essence provided Notice to Proceed has been issued and agreed by Construction Manager before (to be determined). In the event the Notice to Proceed is delayed beyond (to be determined), then the Contractor may be entitled to a Change Order for acceleration.

Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can utilize the Work for its intended use. Substantial Completion shall include, but not be limited to, (i) the completion of all of the Work necessary to comply with all of the requirements of the jurisdiction where the Project is located to enable Owner to use the premises as intended (for example, in some jurisdictions, these requirements are satisfied by the Construction Manager's securing

approved Owner inspections and additional forms as required by Owner, State, and/or Federal regulations); and (ii) the Engineer of Record has certified to and Owner that the entire Work has been substantially completed in accordance with the Contract Documents and only minor punch list items, if any, remain incomplete.

§ 3.3.2.3 Monthly/Weekly Report

The Construction Manager shall record the progress of the Project. On a ~~monthly~~weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and ~~Architect~~Owner's Outside Representative, and shall provide this information in its ~~monthly~~weekly reports to the Owner and ~~Architect~~Owner's Outside Representative, in accordance with Section 3.3.2.3 above.

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§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. ~~After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.~~

§ 4.1.4.1 ~~The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials~~Intentionally Omitted.

§ 4.1.4.2 ~~The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~Intentionally Omitted

§ 4.1.4.3 ~~The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations~~Intentionally Omitted.

§ 4.1.6 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

The Owner shall identify ~~a~~an internal representative(s) authorized to act on behalf of the Owner with respect to the Project. The Owner's ~~representative~~internal representatives shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized ~~representative~~internal representatives.

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The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor

Edition, ~~including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement~~ as modified by Owner. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

~~§ 5.2.2 Payments are due and payable upon presentation of~~ The Owner shall make payment to the Construction Manager's invoice. Amounts unpaid ~~(-Manager not later than forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~ Owner's receipt and approval of the Payment App Review Summary without discrepancies.

~~-%Zero (0 %) percent.~~

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 ~~plus the Construction Manager's Fees~~ laid forth in the Schedule of Values.

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§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," ~~and not by Articles 6 and 7 of this Agreement.~~ Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost ~~plus a fee~~ shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement ~~and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.~~

§ 6.3.5 ~~If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the ease of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~

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§ 7.2.1 Wages or salaries of ~~construction site~~ workers directly employed by the Construction Manager to perform the ~~construction of the~~ restoration Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed ~~Construction~~ Restoration

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed ~~construction~~ restoration.

§ 7.4.2 Costs of materials described in ~~the preceding~~ Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager

resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

~~§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~ *Intentionally Omitted*

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~~§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~ Each party shall be responsible for its own legal fees, costs, and expenses relating to this Agreement or work on this Project.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. Reimbursement will be subject to relevant Division of Administration policies.

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager. Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Government Ethics (La. R.S. 42:1101, et seq.) if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics. Proposers are required to disclose any and all conflicts of interest or issues that could reasonably be perceived as conflicts of interest.

CONFLICT OF INTEREST: No employee, officer, or agent of the Contractor shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer, board member or agent;
- Any member of his immediate family;
- His or her partner, or
- A corporation which employs, or is about to employ one of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

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The Contractor's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the

work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work. The Contractor shall disclose to the Department of Conservation and Energy any known or reasonably knowable conflicts of interest.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on ~~the any other basis of cost plus a fee~~ without the Owner's prior written approval. If a subcontract is awarded on ~~the basis of cost plus a fee~~ any other basis, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 If the Construction Manager recommends a specific bidder that may be a "Related Party" then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction according.

§ 9.4 *Intentionally Omitted.*

§ 9.5 *Intentionally Omitted.*

§9.6 The Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather portions of the work in progress, number of workers on a site, identification of equipment on a site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§9.7 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

§ 11.1.1 Based upon Applications for Payment submitted to the Architect designated Owner's Representative by the Construction Manager, and Certificates for Payment issued by the Architect Payment App Review Summary without discrepancies issued by the designated Owner's Representative, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.3 Provided that an Application for Payment is received by the Architect designated Owner's Representative not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

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and is fully and accurately complete in all respects and following receipt of the designated Owner's Representative's Application for Payment Review Summary and Exhibits without discrepancies ("Payment App Review Summary without discrepancies"), the Owner shall make payment to the Construction Manager not later than forty-five (45) days after the Owner's receipt and approval of the Payment App Review Summary without discrepancies. (Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or

exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, ~~less that portion of the progress payments attributable to the Construction Manager's Fee.~~

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: ~~(1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.~~

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~ Owner and Owner's Representative may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.3 ~~When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect~~ Section omitted.

§11.6.1 Applications for Payment shall be accompanied by an updated Construction Schedule, as required by Section 3.10.1 of the A201-General Conditions in addition to other requirements in compliance with Owner's Schedule Requirements as listed in the RFQ, the Specifications and elsewhere in the Contract Documents.

§11.6.2 Each Application for Payment for a Progress Payment shall be accompanied by a fully completed, executed, and notarized Contractor's Conditional Waiver of Lien for Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payment, in the form attached hereto as Exhibit "B".

- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

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- .4 ~~The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.~~
- .2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect has previously withheld a Certificate for Payment~~ designated Owner's Representative has provided a Application for Payment Review Summary and Exhibits with discrepancies ("Payment App Review Summary with discrepancies") as provided in Article 9 of AIA Document A201-2017;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or designated Owner's Representative may withhold payment, or nullify a ~~Certificate of Payment~~ Payment App Review Summary without discrepancies in whole or in part, as provided in Article 9 of AIA Document A201-2017;

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- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

- ~~.3~~ a final ~~Certificate for Payment~~ Payment App Review Summary without discrepancies has been issued by the ~~Architect~~ designated Owner's Representative in accordance with Section 11.2.2.2;
- ~~.4~~ all of the requirements set forth in Section 9 of A201 – General Conditions have been satisfied; and
- ~~.5~~ the Contractor has provided the Owner with a fully completed, executed and notarized Contractor's Unconditional Waiver of Lien Upon Final Payment, in the form attached hereto as Exhibit "B".

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the ~~Architect~~ designated Owner's Representative will either issue to the Owner a final ~~Certificate for Payment~~ Payment App Review Summary without discrepancies with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the ~~Architect's~~ designated Owner's Representative's reasons for ~~withholding a certificate as~~ issuing a Payment App Review Summary with discrepancies provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The ~~Architect~~ designated Owner's Representative is not responsible for verifying the accuracy of the Construction Manager's final accounting.

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§ 11.2.2.3 ~~If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.~~

~~§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
Intentionally Omitted.~~

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 45 days after the issuance of the designated Owner's Representative's final Payment App Review Summary without discrepancies, which shall only be issued after all of the requirements set for in this Section 11.2 have been satisfied.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, ~~and the Construction Manager's Fee applicable thereto,~~ on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

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- ~~.2~~ Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- ~~.3~~ and
- ~~.2~~ Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

- ~~.2~~ Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~.3~~ Subtract the aggregate of previous payments made by the Owner; and
- ~~.43~~ Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

§ 13.2.4 Termination for Non-Appropriation. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

The Construction Manager shall maintain the ~~following types of insurance for in the duration of the Preconstruction Services performed under this Agreement~~ amounts set forth in Article 11 of AIA Document A201-2017. If any of the requirements set forth ~~below~~ in Article 11 of AIA Document A201-2017 exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 The Construction Manager may achieve the required limits and coverage for Commercial General Liability with policy limits of not less than (\$ -) for each occurrence and (\$ -) in the aggregate for bodily injury and property damage and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Article 11 of AIA Document A201-2017, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non owned vehicles used, by the Construction Manager with policy limits of not less than (\$ -) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not~~

require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 14.3.1.6 Other Insurance~~

~~(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)~~

~~§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.~~

~~§ 14.3.2 Construction Phase~~

~~After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.~~

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™ 2019 Exhibit B, and elsewhere in the Contract Documents.~~

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 14.5 Other provisions:~~

§ 14.3.1.2 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 14.3.1.3 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in Article 11 of AIA Document A201-2017, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Intentionally Omitted.

§ 14.5 Equal Opportunity. Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 (the Federal Executive Order 11246 has been revoked in

its entirety by Federal Executive Order 11246, effective April 20, 2025); the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and shall render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

§14.6 Compliance with Laws and Regulations. Construction Manager's violation of any federal or state law shall be grounds for the Owner to terminate this Contract. Construction Manager shall comply strictly with all local, state, and federal laws, orders and regulations applicable with its operation and the performance of the Work. This obligation includes the obligation to comply with all regulations promulgated by federal, state and local authorities and made applicable to the site(s). Construction Manager shall comply with all rules, regulations, and policies regarding access to site(s) or construction at the site(s). Should a change to a code or regulations after award of this Contract affect the cost to perform the Work, the Contract Sum may be adjusted consistent with the provisions or this Contract, including all notice to, and approval by, Owner provisions.

§14.7 OSHA. All work, services, materials, supplies and equipment performed and/or furnished under the terms of this Agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended, as well all other applicable federal, state and local laws, codes and regulations. All services performed herein must comply with all State of Louisiana Codes.

§14.8 Prohibition on Hiring/ Contracting with Illegal Aliens. In accordance with the provisions mandated by Louisiana R.S. §23.992 et seq., Construction Manager hereby certifies that it shall not: (1) knowingly employ or contract with an illegal alien to perform work under this Agreement; or (2) enter into a contract with a subcontractor that fails to certify to the Construction Manager that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

§14.8.1 Construction Manager certifies that it has verified or attempted to verify through participation in the Basic Employment Verification Program ("Basic Pilot Program") administered by the United States Department of

Homeland Security, Citizenship and Immigration Services that its employees who are performing work under this Agreement are not illegal aliens (<https://www.fis-dhs.com/EmployerRegistration>)). If Construction Manager is not accepted into the Basic Pilot Program prior to entering into this Agreement, Construction Manager shall apply to participate in the Basic Pilot Program every three (3) months until Construction Manager is accepted or this Agreement terminates, whichever is earlier. If the Basic Pilot Program is discontinued during the term, of this Agreement, this requirement to participate in the Basic Pilot Program shall become null and void.

14.8.2 Construction Manager shall not use the Basic Pilot Program as a tool for pre-employment screening for job applicants while performing services under this Agreement.

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§14.8.3 If Construction Manager obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Construction Manager shall be required to: (1) notify the Owner and the subcontractor within three (3) days that Construction Manager has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and (2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien to perform work under this Agreement.

§14.8.4 Construction Manager shall comply with any reasonable request by the Louisiana Department of Labor

("Department") made in the course of an investigation that the Department is undertaking pursuant to its authority under Louisiana R.S. §23.992.

§14.9 Choice of Law The Agreement, the Contract Documents and any and all claims or causes of action arising out of or related to the Project and/or the Contract Documents shall be governed by the laws of the State of Louisiana, without regard to its conflicts of laws principles.

§14.10 Inconsistent Acts Not Waived. The failure of the Owner to insist in any one or more instances upon the strict performance of any of the Construction Manager's obligations shall not constitute a waiver of its right to insist on that performance at any future time. The failure of the Owner to exercise any option it may possess under these Documents shall not waive the Owner's right to exercise that option at any time. An act or omission by the Owner that may be inconsistent with any of the Owner rights under these Documents shall not waive the Owner's right to exercise such rights. No waiver or modifications of any of the Owner right's under these Documents shall be construed as a waiver or modification of any other of the Owner's right under these Documents. If the Owner makes any payment to the Construction Manager in a situation where the Owner knows or could reasonably have known that the Construction Manager has breached any of its obligations under this Contract, that payment will not constitute a waiver of any of the Owner's rights with respect to that breach. No waiver, modification, or discharge or any provision or these Documents shall be deemed to have been made unless expressed in writing and signed by authorized representatives of both Parties.

§14.11 Authorization Each party represents to the other that the execution and delivery of this Agreement has been duly authorized by all necessary corporate or other action, and that all approvals and consents necessary to enter into this Agreement have been obtained, and that this Agreement is signed on its behalf by its duly authorized officer, agent or representative.

§14.12 Construction. Each party has had the opportunity to review and negotiate this Agreement as part of an arms-length transaction, and therefore this Agreement shall be interpreted and construed according to its fair meaning without consideration as to which party drafted it.

§14.12.1 It is mutually agreed by the Construction Manager and the Owner, as a material consideration in entering into this Contract, that Modifications made to this Agreement (AIA A133 as Modified by the Owner), the General Conditions (AIA A201, as Modified by the Owner) and any other Contract Documents shall not be construed against the maker of such Modifications.

§14.13 Debarment. By signing this Agreement, Construction Manager hereby represents and warrants to the Owner that neither it nor its directors, officers or employees are currently excluded, debarred, proposed for debarment, or otherwise ineligible to participate in general construction projects; nor have they been convicted of a criminal offense related to the provision of general construction services. Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts. Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. Construction Manager further agrees to notify the Owner within three (3) days should it or any of its directors, officers or employees becomes a debarred person during the term of this Agreement.

§14.14 Severability In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been include in this Agreement and this Agreement shall be enforced to the fullest extent permitted by law. The Parties agree to renegotiate in good faith those provisions of the Agreement invalidated so that an appropriate agreement may be maintained between the Parties.

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§14.15 Exclusive Venue. The Nineteenth (19th) Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole and exclusive jurisdiction and venue over any action arising out of or related to

the Agreement, the Project, and/or the Contract Documents. with no right to a trial by jury. and with specific and informed waiver of any right to a trial by jury. In the event diversity for purposes of federal court jurisdiction or any other cause of action that may allow for federal court jurisdiction or venue, the Contractor, its Surety, its Subcontractors and suppliers all specifically waive the right to file, transfer or try in federal court any claim or cause of action arising out of or related to this Contract, the Project, and/or the Contract Documents. in favor of the sole and exclusive jurisdiction and venue in the Nineteenth Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana. Construction Manager shall include a similar requirement in all of its subcontracts and material supply contracts.

§ 14.16 Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

§14.17 Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

§14.18 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

§14.19 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

§14.20 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor is responsible for determining that there will be no conflict or violation of the Code of Governmental Ethics. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

§14.21 Conflict of Interest

No employee, officer, or agent of the Contractor shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, board member or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. A corporation which employs, or is about to employ one of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub agreements.

The Contractor’s code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work. The Contractor shall disclose to the LDCE any known or reasonably knowable conflicts of interest.

§14.22 Contractor’s Cooperation. The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State’s right to audit or shall not withhold State owned documents.

§14.23 Right to Audit and Record Retention. Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work ~~Plus a Fee with a~~ Guaranteed Maximum Price

- .3 AIA Document A133™-2019, Exhibit B, ~~Insurance and Bonds~~ **Lien Waiver and Release Forms**
- .5 Building Information Modeling Exhibit, if completed;
- .6 Owner's request for qualifications (RFQ); and

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- .7 Construction Manager's Statement of Qualifications issued in response to Owner's RFQ.
Owner's request for qualifications and the Construction Manager's Statement of Qualifications issued in response to Owner's RFQ which have been expressly agreed to and accepted by Owner.

Variable Information

PAGE 1

AGREEMENT made as of the day of in the year

Orphaned Well Site Remediation and Restoration Management

Project No. 431-PA27-002

PAGE 2

Orphaned Well Site Remediation and Restoration Management Project No. 431-PA27-001

Pool of physical well sites are as described in the RFQ and as will be more fully developed during Preconstruction

PAGE 3

To be determined (TBD)

TBD

TBD

TBD

TBD

TBD

TBD

TBD

PAGE 4

TBD

PAGE 5

As stated in AIA A133-2019) as modified by Owner and AIA A201-2017 as modified by Owner

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§ 3.1.12.1 Safety Plan

The Construction Manager shall develop, document, and implement a proposed Safety Plan for the Project for review by Owner. Construction Manager shall be solely responsible for job site safety and shall report any and all job site accidents, including both injury accidents and non-injury accidents, to the Owner immediately after the accident becomes known to the Construction Manager. Construction Manager shall have the full and sole responsibility for all safety programs and precautions in connection with the Work. Construction Manager shall use all reasonable efforts to protect the Owner against any deviations or defects in the completed restoration Work. Construction Manager shall use all reasonable efforts to protect the Owner, employees and other staff, and visitors from personal injury and property damage. Construction Manager shall have authority to take reasonable and necessary actions on the site regarding safety precautions and procedures. Construction Manager shall adhere to all construction safety requirements when performing Work pursuant to this Agreement.

§ 3.1.14.2 Quality Control Plan

The Construction Manager shall develop a Quality Control Plan.

§ 3.1.14.3 Site Logistics Plan

The Construction Manager shall develop a Site Logistics Plan.

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Lump Sum Payment of five-hundred thousand dollars (\$500,000.00) to be paid following the issuance of the Notice to Proceed. The Lump Sum amount(s) shall be inclusive of all eligible expenses, licenses, travel, hourly wages, salaries, and costs of every type and nature whatsoever.

Not applicable

Individual or Position

Rate

Not applicable

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 2 (two) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

Zero (0 %) percent.

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There shall be no Construction Manager Fee added to the cost of work as set forth in the Guaranteed Maximum Price Amendment.

Not applicable

Addressed and governed by AIA A201-2017 as modified by Owner.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed seventy-five percent (75 %) of the standard rental rate paid at the place of the Project.

TBD

TBD

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Five (5%) percent.

There shall be no reduction or limitation of retainage.

There shall be no reduction or limitation of retainage.

The normal retainage shall not be due the Contractor until all of the following have occurred: (1) Substantial Completion has been achieved; (2) the Architect has prepared and the Owner has approved and accepted a Certificate of Substantial Completion, including an attached Punch List meeting the requirements of AIA 201 – General Conditions; (3) the Contractor has provided the Owner with a fully completed executed and notarized Contractors Conditional Waiver of Lien of Current Progress Payment and Unconditional Waiver of Lien for Prior Progress Payments, in the form attached hereto as Exhibit “B”; and (4) the Contractor has submitted an Application for Payment for the retainage. If there are insufficient funds remaining in the contract to both pay the normal retainage and cover the value assigned to the Punch List then the Owner shall withhold payment of the normal retainage to the extent necessary to cover the shortfall. If the value of the punch list exceeds the funds remaining in the contract sum including the normal retainage, Contractor shall not be entitled to the payment of any normal retainage. Instead, Contractor and/or its Surety shall be liable for and shall pay the Shortfall to the Owner.

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§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 45 days after the issuance of the designated Owner’s Representative’s final Payment App Review Summary without discrepancies, which shall only be issued after all of the requirements set for in this Section 11.2 have been satisfied.

0 %

[x] Litigation in a court of competent jurisdiction

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§ 13.2.4 Termination for Non-Appropriation. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

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§ 14.16 Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the

scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

§14.17 Prohibition of Discriminatory Boycotts of Israel

§14.18 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries

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§14.20 Code of Ethics

THE
R
D

Conditional Final Wavier and Release

Project: _____

Job No.: _____

STATE OF _____

PARISH/COUNTY OF _____

On receipt by the undersigned of a check, Joint Check(s) or electronic ACH payment from Louisiana Department of Natural Resources ("Owner") in the sum of \$ _____ payable to _____ ("Payee") and when the check or ACH payment has been paid by the bank on which it is drawn ("Payment"), this document becomes effective to release any and all right(s) that Payee has or may have to a lien and/or claim for: all work performed; all costs, expenses incurred: mechanic's lien(s): materialmen's lien(s): 1) any state or federal statutory bond right(s); 2) Miller Act claims; 3) any private bond right(s); 4) any right(s) under any similar ordinance, rule or statute related to lien(s); 5) any claim(s) for payment of any kind or nature; 6) and, all labor, services, equipment and materials furnished, supplied and/or consumed (hereinafter collectively referred to as "Claims") the undersigned Payee has on the job of the Owner identified as

_____ ("Project"), the property of any site of any Work and the Owner.

Once Payment is effected, this Conditional Final Waiver and Release shall become Unconditional in all respects and proof of said Payment shall be incorporated herein by reference as if reproduced in whole, and Payee stipulates it has been paid IN FULL for all Claims against Owner and the Project and all such Claims of any type and/or nature whatsoever are unconditionally extinguished, released and/or waived and undersigned stipulates and agrees that this document contains the full and complete understanding of the parties and no further inquiry may be made and agrees that this Conditional Final Waiver and Release is clear and unambiguous.

The undersigned warrants that he is a duly authorized representative of the above mentioned Payee who either has already paid or will promptly pay in accordance with all of his contractual requirements and State, Federal and Municipal laws and/or ordinances, in full, all of his laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment and/or services provided for, or to, the above referenced Project with the monies he receives from this Payment. Payee and the undersigned shall indemnify, hold harmless, and defend Owner, Project and any landowner wherein Work was performed from and against any liens, claims or demands arising out of or in any way relating to Payee's failure to promptly make payment to its laborers, subcontractors, materialmen and suppliers as represented herein.

Payee further attests that there are no outstanding Claims of any character arising out of, or related to, the Payee's activities on, materials supplied to, or improvements to, the Project.

This Waiver and Release is specifically made for the benefit of Owner and may be relied upon unconditionally by Owner.

Dated: _____

(signature)

Witness: _____ | _____
(print) (signed)

(print)

Witness: _____ | _____
(print) (signed)

Sworn to and subscribed, before me, this _____ day of _____, 20__.

Notary Public: (name) _____

Notary Public: (number) _____

My Commission Expires: _____

Conditional Wavier and Release on Progress Payment

Project: _____

Job No.: _____

STATE OF _____

PARISH/COUNTY OF _____

On receipt by the undersigned of a check, Joint Check(s) or electronic ACH payment from the Louisiana Department of Natural Resources ("Owner") in the sum of \$ _____ payable to _____ ("Payee") and when the check or ACH payment has been paid by the bank on which it is drawn ("Payment"), this document becomes effective to release any and all right(s), excepting any retainage due, that Payee has or may have to a lien and/or claim for: all work performed; all costs, expenses incurred: mechanic's lien(s): materialmen's lien(s): 1) any state or federal statutory bond right(s); 2) Miller Act claims; 3) any private bond right(s); 4) any right(s) under any similar ordinance, rule or statute related to lien(s); 5) any claim(s) for payment of any kind or nature; 6) and, all labor, services, equipment and materials furnished, supplied and/or consumed (hereinafter collectively referred to as "Claims") the undersigned Payee has on the job of _____ ("Owner") identified as _____ ("Project") and property of any site wherein Work was conducted, excepting any retainage.

Once Payment is effected, this Conditional Waiver and Release on Progress Payment shall become Unconditional in all respects and proof of said Payment shall be incorporated herein by reference as if reproduced in whole, and Payee stipulates it has been paid IN FULL EXCEPTING RETAINAGE for all Claims against Contractor, Owner and the Project and all such Claims are unconditionally extinguished, released and/or waived and undersigned stipulates and agrees that this document contains the full and complete understanding of the parties and no further inquiry may be made and agrees that this Conditional Wavier and Release on Progress Payment is clear and unambiguous.

The undersigned warrants that he is a duly authorized representative of the above mentioned Payee who either has already paid or will promptly pay in accordance with all of his contractual requirements and State, Federal and Municipal laws and/or ordinances, in full, all of his laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment and/or services provided for, or to, the above referenced Project with the monies he receives from this Payment. Payee and the undersigned shall indemnify, hold harmless, and defend Owner, Project and landowners wherein Work was conducted from and against any liens, claims or demands arising out of or in any way relating to Payee's failure to promptly make payment to its laborers, subcontractors, materialmen and suppliers as represented herein.

Payee further attests that there are no outstanding Claims of any character arising out of, or related to, the Payee's activities on, materials supplied to, or improvements to, the Project, and/or sites wherein Work was conducted.

This Conditional Wavier and Release on Progress Payment is specifically made for the benefit of Owner and may be relied upon unconditionally by Owner.

Dated: _____

(signature)

Witness: _____ | _____
(print) (signed)

(print)

Witness: _____ | _____
(print) (signed)

Sworn to and subscribed, before me, this _____ day of _____, 20__.

Notary Public: (name) _____

Notary Public: (number) _____

My Commission Expires: _____