



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Orphaned Well Site Remediation and Restoration State Project No. 431-PA23-001	CONTRACT INFORMATION: Contract For: Plug and Abatement Date: 10/14/2022	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: 11/01/2022
OWNER: <i>(Name and address)</i> Louisiana Department of Natural Resources ("LDNR") 617 N. 3 rd St., Baton Rouge, LA 70802	ARCHITECT: <i>(Name and address)</i> Royal Engineering 14635 S. Harrel's Ferry Rd Suite 4B, Baton Rouge, LA 70816	CONTRACTOR: <i>(Name and address)</i> Dynamic Group, LLC 3045 Westfork Drive, Baton Rouge, LA 70816

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The Contract Documents are herein amended as follows:

1. Notwithstanding anything else to the contrary here or elsewhere in the Contract Documents, the governing document for insurance requirements is attached hereto. The insurance requirements document shall not derogate from or otherwise vitiate any other term, condition, codicil, and/or requirement of the Contract Documents and shall be strictly construed solely as to insurance limits and the requirement to procure the listed insurance types.

2. The AIA A201 - 2017 as modified by the Owner is herein Modified to ADD:

§15.3 Statutory Employer and Workers' Compensation Indemnity: Contractor shall provide the services contemplated under this agreement as an independent contractor and not as an employee, agent, joint venturer, subcontractor, or partner of the Owner. Nothing in this agreement shall be construed as creating any other relationship between Contractor and the Owner, or between any employee, agent, joint venturer, subcontractor or agent of Contractor and the Owner. During the term of this agreement, all persons employed by Contractor shall be an employee of the Contractor for purposes of the Contractor's benefit programs for plans now existing or hereafter created workers' compensation, compensation, and payment and withholding of federal, state, and local income, social security, unemployment, Medicare, and other payroll taxes. Contractor acknowledges independent contractor status within the meaning of Louisiana workers' compensation law, specifically Louisiana Revised Statute 23:1021(7). Contractor is rendering a service, other than manual labor, for a specified recompense for a specified result either as a unit or as a whole, under the control of Owner as to the result of this work only, and not as to the means by which such result is accomplished.

The Parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or be considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

3. AIA A201 - 2017 as modified by the Owner is herein Modified to wit:

§ 11.3.6 Indemnification/ Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The Owner may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

The duty to defend under this Section 11 is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Owner. In any and all claims against any of the Indemnitees by any employee of the Contractor or one of its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 11 will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable under any worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnity applies during the entire period of the Contract and shall survive the expiration or termination of the Contract until such time as any action or accounting of any matter covered by such indemnity is determined by a court in a final and unappealable ruling as being barred by the applicable statute of limitations.

The Contractor agrees to commence defense of the Owner immediately upon tender provided however, that defense counsel shall be approved by the Owner in writing and acceptance, or rejection, of counsel shall be at the Owner's sole discretion whereupon alternate counsel shall be provided by Contractor. In the event the Owner is found, after a trial on the merits, contributorily negligent, an equalizing payment for costs of defense shall be made to Contractor at a pro-rata share of liability after the trial of the matter and after a final unappealable judgment is rendered. There shall be no interest accrued on any such amount.

4. The AIA A201 - 2017 as Modified by the Owner is Amended to wit:

§11.2.2 Commercial General Liability. Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall be submitted. The State project number, including part number, and project name shall be included on the endorsement.

General Liability Insurance: Minimum Limit: \$4,000,000 and Aggregate: \$8,000,000.00

OCP and Products - Completed Operations insurance shall not be required to be bound.
Builders' Risk Insurance shall not be required to be bound.

That portion of the AIA A201 - 2017 as Modified by the Owner labeled "Environmental Remediations" is deleted in its entirety including the sub-table identifying Environmental Remediations Each Occurrence and Per Project Aggregate along with the paragraph immediately following same commencing with "***" and ending at "the per occurrence limit. "

5. The AIA A201-2017 as Modified by the Owner is AMENDED to wit:

§ 11.2.6 Pollution Liability Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$4,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

6. The AIA A133 - 2019 as modified by the Owner and the AIA A201 - 2017 as modified by the Owner are amended to CHANGE the Engineer of Record to:

Mark Pugh
Royal Engineering
14635 S. Harrell's Ferry Rd., Suite 4B
Baton Rouge, LA 70816

All other terms and conditions of the Contract Documents shall apply in full force and effect.

The original Contract Sum was	\$	<u>0.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>0.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>0.00</u>
The new Contract Sum including this Change Order will be	\$	<u>0.00</u>

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Royal Engineering
ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Dynamic Group, LLC
CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

La. Dept. of Natural Resources
OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Andre J. LeBlanc - UP

12-21-22

Thomas F. Harris, Secretary

12-22-2022

Exhibit 9 Insurance Requirements “Revision 1” – Change Order # 1

Contractor’s Liability Insurance

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

Minimum Scope and Limits of Insurance Workers Compensation

Workers Compensation insurance shall be in compliance with the Worker’s Compensation law of the Contractor’s headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident / per disease / per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best’s insurance company rating requirements may be waived for Worker’s Compensation coverage only if insured through a self-insured fund. The Worker’s Compensation coverage shall also provide the following:

- A. Statutory coverage and Employers Liability.
- B. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and commissions, its officers, directors, agents and employees with respect to any work done by the Insured under contract.
- C. No restriction in coverage for use of explosives.

Commercial General Liability

Commercial General Liability Insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable. The aggregate loss limit must apply to each project if said policy is not project specific. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall be submitted. The State project number, including part number, and project name shall be included on the endorsement. The Commercial General Liability policy shall also provide the following:

- A. Minimum limits of \$4,000,000 per occurrence; \$8,000,000.00 in aggregate.
- B. The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents, and employees are to be added as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.
- C. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respect to any work done by the insured under contract.
- D. Products-Completed Operations.
- E. Broad Form Property Damage
- F. This policy shall be issued on a Primary Non-Contributory basis.
- G. XCU – Explosion / Collapse / Underground
- H. No restriction in coverage for use of explosives.

Commercial Automobile Liability

Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Construction Manager. The Commercial Automobile Liability policy shall also provide the following.

- A. Minimum limits of \$1,000,000 per occurrence.
- B. Owned / Non Owned / Hired Automobiles.
- C. Additional Insured – The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees are to be included as additional insureds with respects to any work done by the insured under contract.
- D. Waiver of Subrogation in favor of: The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees with respects to any work done by the insured under contract.
- E. Policy shall be issued on a Primary Non-Contributory basis

The Construction Manager may achieve the required limits and coverage for Commercial General Liability, Automobile Liability and Employers 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 Commercial General Liability, Commercial Automobile Liability, and Employers Liability 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. The excess policy shall also follow form over the underlying Additional Insured requirements, Waiver of Subrogation and Primary Non-Contributory requirements,

IF NOT COVERED BY GENERAL LIABILITY, SEPARATE POLICIES MUST BE BOUND:

- A. Pollution Liability including Clean up \$4,000,000.00 per occurrence; \$8,000,000.00 in aggregate.
- B. Underground Resources \$1,000,000.00 per occurrence, \$2,000,000.00 in aggregate.
- C. Blowout & Cratering - \$4,000,000.00 per occurrence; \$8,000,000.00 in aggregate.

The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees shall be considered an Additional Insured with a Waiver of Subrogation with respects to Pollution Liability and Underground Resources with a Waiver of Subrogation in favor of The State of Louisiana, all State Departments, Agencies, Board and Commissions, its officers, directors, agents and employees on Blowout and Cratering.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an **A.M. Best's rating of A-: VI or higher**. This rating requirement may be waived for Worker's compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon Failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due to the Contractor, OR the contract may be suspended or terminated for cause.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies **OR** shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

State of Louisiana
Department of Natural Resources
617 N 3rd st, Baton Rouge, LA 70802
Attn: Project# _____