ADDENDUM NO. 5

EXHIBIT B to AIA-A133-2019 as modified by the State
LIEN WAIVER AND RELEASE FORMS

REQUEST FOR QUALIFICATIONS

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

Orphaned Well Site Remediation and Restoration Management – Monroe District with Option for
Federal Well Sites in Monroe and Lafayette District
Project No. 431-PA23-001

September 12, 2022
Unconditional FINAL Waiver and Release

Project No: ______________________

Job No: _________________________

STATE OF: ________________________________

PARISH/COUNTY OF: _______________________

The undersigned as a duly authorized representative of _________________________________ has been paid IN FULL for all labor, services, equipment and/or material furnished and the parties stipulate and agree that any and all lien rights, including but not limited to, mechanic's lien(s), materialmen's lien(s), any state or federal statutory bond right(s), any private bond right(s), any claim(s) for payment and any right(s) under any similar ordinance, rule or statute related to liens, claims or payment rights against the Louisiana Department of Natural Resources (“Owner”), its agents, representatives, professional services providers, and/or the Project identified infra, that the undersigned has for the Work located in the Parishes of _________________________________(hereinafter collectively referred to as "Project") 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.

The undersigned warrants that he is a duly authorized representative of the above mentioned company who has already paid, in accordance with all 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. Undersigned shall indemnify, hold harmless, and defend Owner from and against any liens, claims or demands arising out of or in any way relating to undersigned's failure to promptly make payment to its laborers, subcontractors, materialmen and suppliers as represented herein.

_________________________________________ Witness:__________________|___________________
(name) (print) (signed)

_________________________________________ Witness:__________________|___________________
(title) (print) (signed)

Sworn to and subscribed, before me, this ______________ day of ________________, 20___.

_________________________________________
Notary Public: (name)

_________________________________________
Notary Public: (number)

My Commission Expires: ___________________
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 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: _______________________

________________________________________
Witness (print) ________________

By: _____________________________

________________________________________
Witness (print) ________________

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

______________________________________________
Notary Public (name) ________________________
Notary No. _______________________
My Commission Expires: _____________________________

(Notary Seal)
Conditional Waiver 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 Waiver 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 Waiver and Release on Progress Payment is specifically made for the benefit of Owner and may be relied upon unconditionally by Owner.

Dated: _________________________

(Signature)

By: (print)

(By)

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

________________________________________
Witness (print) _________________________

________________________________________
Witness (print) _________________________

________________________________________
Notary Public (name) _________________________

Notary No. _________________________

My Commission Expires: _________________________

(Notary Seal)