



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 – Shreveport District with Option
for Federal Well Sites in Lafayette District**

Project No. 431-PA23-002

September 12, 2022

Unconditional FINAL Wavier and Release

Project No: _____

Job No: _____

STATE OF: _____

PARISH/COUNTY OF: _____

The undersigned as a duly authorized representative of _____ ^(Company) 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.

(name)

Witness: _____ | _____
(print) (signed)

(title)

Witness: _____ | _____
(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 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.

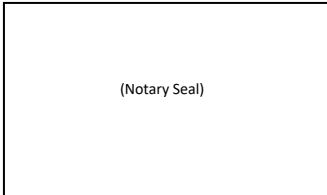
Dated: _____
(Signature) _____
BY: (print) _____
(title) _____

Witness (print) _____

Witness (print) _____

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

Notary Public (name) _____
Notary No. _____
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) _____

By: (print) _____

(title) _____

Witness (print) _____

Witness (print) _____

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

Notary Public (name) _____
Notary No. _____
My Commission Expires: _____

