



State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF THE SECRETARY

NOTICE TO PROCEED
TASK ORDER #1

December 22, 2022

Dynamic Group, LLC
3045 Westfork Drive
Baton Rouge, Louisiana 70816

RE: **LDNR Project No. 431-PA23-001 (Monroe District)**
Orphan Well Site Remediation and Restoration - IJJA
GMP Amount \$16,949,275.90

Gentlemen:

You are hereby notified to commence work in accordance with the Contract Documents, including the GMP amendment attached hereto and are to fully complete the work by the substantial completion date of **September 30, 2023**.

The work consists of the list of wells included in the GMP – 1 Schedule of Values amendment which is incorporated herein by reference as if reproduced in whole, and which Schedule of Values items are each individually tasked as if a separate task order had been issued on a case-by-case basis. The aggregate of task order Work is subject to budget limitations not to exceed the Guaranteed Maximum Price amendment and individual task order items in the GMP – 1 Schedule of Values may be halted and/or removed at any time.

You are to notify the appropriate Conservation District Office Manager at least twenty-four (24) hours before work is to begin.

Should you have any questions please call me at 225-342-6089 and reference the bid proposal number.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "R. Fulkerson".

Roby Fulkerson
OSR Director

Enclosures

Task Order #1/Notice to Proceed
LDNR Project No. 431-PA23-001

c: Casandra Parker/Amber Coates/File
Mike Pugh, Royal Engineering – EOR
Jason Bruzik, P&N – Owner Representative

AIA Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment effective the 12th day of December in the year 2022, is incorporated into the accompanying 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 effective the 14th day of October in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Orphaned Well Site Remediation and Restoration Management
State Project No. 431-PA23-001

THE OWNER:
(Name, legal status, and address)

Louisiana Department of Natural Resources
617 N. 3rd St., Baton Rouge, LA 70802

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Dynamic Group, LLC
3045 Westfork Drive, Baton Rouge, LA 70816

TABLE OF ARTICLES

- A.1 **GUARANTEED MAXIMUM PRICE**
- A.2 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 **INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 **CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price based upon task orders for individual wells. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed based upon the aggregate of expected task orders. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum for the below enumerated task orders including Alternate 1 is guaranteed by the Construction Manager not to exceed Sixteen Million Nine Hundred Forty Nine thousand Two Hundred and Seventy-Five dollars and Zero Cents (\$

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as 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 necessary information and 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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\$16,949,275.90), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

All amounts are averages based upon the below enumerated specific wells.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	Contractor's Totals	ASSUMPTIONS
Administration				
1	Project Management Key Staff	\$ 4,172	\$ 1,159,893	Administrative costs and facilities: Program Director (25% FTE) Program Manager (50% FTE) Project Manager Project Coordinator Cost Controls Scheduler Safety DBE / Community Outreach Human Resources General Administrative Staff
2	Work Order - Data Entry Platform	\$ 399.00	\$ 110,922	Digital project management And cost accounting integration with DNR
3	Engineer of Record	\$ -	\$ -	EOR retained by Owner
4	Land Access and Right of Entry	\$ -	\$ -	Contingency Item
5	Survey	\$ -	\$ -	Contingency Item
6	Oilfield Site Restoration Permit (Form ORPWP-2 1/98)	\$ 256.50	\$ 71,307	404 Project - Section 7. includes DNR Permit fee
7	Final Inspection	\$ 940.50	\$ 261,459	Contractor, QC, Evaluation documentation for DNR Field Office
Environmental				
8	Pre-Plugging Emissions Measuring	\$ 741.00	\$ 205,998	Initial methane monitoring and pre-plugging testing
9	Post-Plugging Emission Measuring	\$ 741.00	\$ 205,998	Post-plugging emission reduction measurement
10	Norm Survey	\$ 136.80	\$ 38,030	Norm Survey
11	Pit Closure Sampling and Remediation	\$ -	\$ -	Contingency Item

12	Mercury Meter Sampling and Remediation	\$ -	\$ -	Contingency Item
13	Tank Battery Remediation	\$ -	\$ -	Contingency Item
14	Tank Battery Removal, Recycling or Disposal	\$ -	\$ -	Contingency Item
	Site Work		\$ -	
15	Atypical Site Access	\$ -	\$ -	Contingency Item
16	Atypical Site Restoration	\$ -	\$ -	Contingency Item
	Well Plugging and Abandoning		\$ -	
17	Initial Wellsite Assessment	\$ 741.00	\$ 205,998	Validates Well P&A priority and status, Builds P&A scope for bid proposals Well Priority Selection and Construction Logistics Cost to Plug each Well including Cementing and Service Personnel,
18	Typical P&A Work	\$ 26,000.00	\$ 7,228,000	Workover Rig, Related Equipment Assumes minimal access obstruction, 1.5 hours mobilization from previous site, minimal site restoration, and 4 hours of fishing.
19	Wireline	\$ 6,250.00	\$ 1,737,500	Includes bridge plugs, retainers and perforations
20	Company Man / Senior Field Oversight	\$ 3,135.00	\$ 871,530	Field monitoring / Quality and procedural assurance Assumes 3-day well P&A Schedule Well site access will not require UTV usage
	Waste Disposal Services		\$ -	
21	Disposal of 29-B well fluids	\$ -	\$ -	Contingency Item
22	Disposal of 29-B well solids	\$ -	\$ -	Contingency Item
23	Disposal of non-29-B wastes (cement, soils, etc)	\$ -	\$ -	Contingency Item
24	Well Fluids Disposal Fees	\$ -	\$ -	Contingency Item
25	Well Solids Disposal Fees	\$ -	\$ -	Contingency Item
	Documentation		\$ -	
26	Final Report	\$ 570.00	\$ 158,460	Final Inspection documentation for State status 30 approval
27	Form ENG-16 Oilfield Waste Disposition	\$ -	\$ -	Contingency Item
28	Waste Profiles and Manifest	\$ -	\$ -	Contingency Item

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User Notes:

(1702127715)

29	Plug and Abandon Report Form (P & A) (Rev 10/13)	\$ 114.00	\$ 31,692	Required documentation
30	History and Work Resume Report (Form WH-1) (Rev7-13)	\$ 114.00	\$ 31,692	Required documentation
31	Closure Report on Pifs	\$ -	\$ -	Contingency Item
32	Closure Report on Tank Battery Facilities	\$ -	\$ -	Contingency Item
33	Closure Report on Meter Runs	\$ -	\$ -	Contingency Item
	Subtotal	\$ 44,311.08	\$ 12,318,480	
	Contingency (20%)	\$ 8,862.22	\$ 2,463,696	
	CM Fee (12%)	\$ 6,380.80	\$ 1,773,861	
	Insurance (Estimated)	\$ 500.00*	\$ 139,000*	
	Bond (1.5%)	\$ 914.53 ⁿ	\$ 254,239 ^a	
TOTAL ORIGINAL CONTRACT		\$ 60,968.62	\$ 10,974,351.30	

*Actual insurance costs may vary from estimated amount when policies are acquired; they are a passthrough cost to be validated with supporting documentation each billing cycle

§ A.1.1.3 The Construction Manager's Fee shall be 12% of the Cost of the Work as defined in Article 7 of the Agreement or §7.2.2 of the AIA A201-2017 as modified by the Owner provided however, that notwithstanding anything else to the contrary here or elsewhere in the Contract Documents, the Construction Manager shall be limited to 12% fee on the Cost of the Work including subcontractor markup in all cases regardless of type or nature of the charge, specifically including, but not limited to, Change Orders and/or Contingency use, and specifically Contractor shall not be entitled to the markup on the Cost of the Work found in §§7.2.4.1 or 7.2.4.2.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement shall only be by agreement of the Contractor and Owner subject to §A.1.1.3 above.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price. Alternates shall be separately granted and may be awarded after all documentation in a form acceptable to Owner is received. Alternates shall not be deemed accepted until specifically accepted in writing by the Owner.:

Item	Price
1) 98 Fish and Wildlife Wells	\$5,974,924.60 inclusive of fee of 12% of the Cost of the Work.

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
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§ A.1.1.6 Anticipated Task Orders based upon unit prices:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$)
SEE GMP – I Schedule of Values incorporated Herein as if reproduced in whole with the Maximum P&A Amount per Well based on all portions of the Itemized Statement of the Guaranteed Maximum Price found in A.1.1.2 except for the following items: Project Management Key Staff, Work Order - Data Entry Platform, Contingency (20 %), CM Fee (12 %), Insurance (Estimated), and Bond (1.5 %).		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: September 30, 2023

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
Individual well basis

Substantial Completion Date For Warranty Purposes Only.
Date on which the Office of Conservation well status code as to that well changes to Status 30 - Plugged and Abandoned.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion for the entire work as provided in this Section A.2.3.1 liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement at a rate of one thousand five hundred dollars (\$1,500.00) per day.

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User Notes: (1702127715)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201-2017 as modified by the Owner			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Water Quality Plan provided by Royal Engineering promulgated on or about 11/10/2022
Assessing Methane Emissions from Orphaned Wells to meet Reporting Requirements of the 2021 Infrastructure Investment and Jobs Act – Federal Program Guidelines – dated 4/11/2022.
Contractor Protocols for Pre-Plug Methane Measurement
Protocol for Rapid Detection and Classification of Methane Emissions
Change Order No. 1 and all attachments to same.
The Request for Proposals and all addendums.

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Not Applicable

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
Not Applicable.		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
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§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

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None.


§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

The Owner shall have the right to add or remove individual wells from the scope of work at its sole discretion. Addition of wells shall be through the Change Order process. Removal of wells shall be issued via written notice and no payment shall be due for such reduced Scope of Work, nor shall fee be applied to removed Scope of Work provided however, payment shall be due for work conducted on the removed well up to the date notice was sent removing same.


ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

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



OWNER (Signature)
Thomas F. Harris, Secretary LONR
(Printed name and title)
12-15-2023



CONSTRUCTION MANAGER (Signature)
Andre J LeBlanc - VP
(Printed name and title)
12-14-2022

Init.

Additions and Deletions Report for AIA® Document A133™ – 2019 Exhibit A

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 10:41:15 ET on 12/13/2022.

PAGE 1

This Amendment ~~dated the~~ effective the 12th day of December in the year 2022, is incorporated into the accompanying 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 ~~dated the~~ effective the 14th day of October in the year 2022 (the "Agreement")

...

Orphaned Well Site Remediation and Restoration Management
State Project No. 431-PA23-001

...

Louisiana Department of Natural Resources
617 N. 3rd St., Baton Rouge, LA 70802

...

Dynamic Group, LLC
3045 Westfork Drive, Baton Rouge, LA 70816

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price~~ Price based upon task orders for individual wells. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not ~~exceed~~ exceed based upon the aggregate of expected task orders. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum for the below enumerated task orders including Alternate 1 is guaranteed by the Construction Manager not to exceed Sixteen Million Nine Hundred Forty Nine thousand Two Hundred and Seventy-Five dollars and Zero Cents (\$ 16,949,275.90), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

All amounts are averages based upon the below enumerated specific wells.

<u>ITEM NO.</u>	<u>DESCRIPTION OF WORK</u>	<u>SCHEDULED VALUE</u>	<u>Contractor's Totals</u>	<u>ASSUMPTIONS</u>
-	<u>Administration</u>	-	-	-

				Administrative costs and facilities: <u>Program Director (25% FTE)</u> <u>Program Manager (50% FTE)</u> <u>Project Manager</u> <u>Project Coordinator</u> <u>Cost Controls</u> <u>Scheduler</u> <u>Safety</u> <u>DBE / Community Outreach</u> <u>Human Resources</u> <u>General Administrative Staff</u>
1	<u>Project Management Key Staff</u>	\$ 4,172	\$ 1,159,893	
2	<u>Work Order - Data Entry Platform</u>	\$ 399.00	\$ 110,922	<u>Digital project management And cost accounting integration with DNR</u>
3	<u>Engineer of Record</u>	\$ -	\$ -	<u>EOR retained by Owner</u>
4	<u>Land Access and Right of Entry</u>	\$ -	\$ -	<u>Contingency Item</u>
5	<u>Survey</u>	\$ -	\$ -	<u>Contingency Item</u>
6	<u>Oilfield Site Restoration Permit (Form ORPWP-2 1/98)</u>	\$ 256.50	\$ 71,307	<u>404 Project - Section 7. Includes DNR Permit fee</u>
7	<u>Final Inspection</u>	\$ 940.50	\$ 261,459	<u>Contractor, QC, Evaluation documentation for DNR Field Office</u>
-	<u>Environmental</u>	-	-	-
8	<u>Pre-Plugging Emissions Measuring</u>	\$ 741.00	\$ 205,998	<u>Initial methane monitoring and pre-plugging testing</u>
9	<u>Post-Plugging Emission Measuring</u>	\$ 741.00	\$ 205,998	<u>Post-plugging emission reduction measurement</u>
10	<u>Norm Survey</u>	\$ 136.80	\$ 38,030	<u>Norm Survey</u>
11	<u>Pit Closure Sampling and Remediation</u>	\$ -	\$ -	<u>Contingency Item</u>
12	<u>Mercury Meter Sampling and Remediation</u>	\$ -	\$ -	<u>Contingency Item</u>
13	<u>Tank Battery Remediation</u>	\$ -	\$ -	<u>Contingency Item</u>
14	<u>Tank Battery Removal, Recycling or Disposal</u>	\$ -	\$ -	<u>Contingency Item</u>
-	<u>Site Work</u>	-	\$ -	-
15	<u>Atypical Site Access</u>	\$ -	\$ -	<u>Contingency Item</u>
16	<u>Atypical Site Restoration</u>	\$ -	\$ -	<u>Contingency Item</u>
-	<u>Well Plugging and Abandoning</u>	-	\$ -	-

17	<u>Initial Wellsite Assessment</u>	\$ 741.00	\$ 205,998	<u>Validates Well P&A priority and status, Builds P&A scope for bid proposals</u> <u>Well Priority Selection and Construction Logistics</u> <u>Cost to Plug each Well Including Cementing and Service Personnel.</u>
18	<u>Typical P&A Work</u>	\$ 26,000.00	\$ 7,228,000	<u>Workover Rig, Related Equipment</u> <u>Assumes minimal access</u> <u>obstruction, 1.5 hours mobilization from previous site, minimal site restoration, and 4 hours of fishing.</u>
19	<u>Wireline</u>	\$ 6,250.00	\$ 1,737,500	<u>Includes bridge plugs, retainers and perforations</u>
20	<u>Company Man / Senior Field Oversight</u>	\$ 3,135.00	\$ 871,530	<u>Field monitoring / Quality and procedural assurance</u> <u>Assumes 3-day well P&A Schedule</u> <u>Well site access will not require UTV usage</u>
-	<u>Waste Disposal Services</u>	-	\$ -	-
21	<u>Disposal of 29-B well fluids</u>	\$ -	\$ -	<u>Contingency Item</u>
22	<u>Disposal of 29-B well solids</u>	\$ -	\$ -	<u>Contingency Item</u>
23	<u>Disposal of non-29-B wastes (cement, soils, etc)</u>	\$ -	\$ -	<u>Contingency Item</u>
24	<u>Well Fluids Disposal Fees</u>	\$ -	\$ -	<u>Contingency Item</u>
25	<u>Well Solids Disposal Fees</u>	\$ -	\$ -	<u>Contingency Item</u>
-	<u>Documentation</u>	-	\$ -	-
26	<u>Final Report</u>	\$ 570.00	\$ 158,460	<u>Final Inspection documentation for State status 30 approval</u>
27	<u>Form ENG-16 Oilfield Waste Disposition</u>	\$ -	\$ -	<u>Contingency Item</u>
28	<u>Waste Profiles and Manifest</u>	\$ -	\$ -	<u>Contingency Item</u>
29	<u>Plug and Abandon Report Form (P & A) (Rev 10/13)</u>	\$ 114.00	\$ 31,692	<u>Required documentation</u>
30	<u>History and Work Resume Report (Form WH-1) (Rev7-13)</u>	\$ 114.00	\$ 31,692	<u>Required documentation</u>
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32	<u>Closure Report on Tank Battery Facilities</u>	\$ -	\$ -	<u>Contingency Item</u>
33	<u>Closure Report on Meter Runs</u>	\$ -	\$ -	<u>Contingency Item</u>
-	<u>Subtotal</u>	\$ 44,311.08	\$ 12,318,480	-
-	<u>Contingency (20%)</u>	\$ 8,862.22	\$ 2,463,696	-

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User Notes:

(1702127715)

-	CM Fee (12%)	\$ 6,380.80	\$ 1,773,861	-
-	Insurance (Estimated)	\$ 500.00*	\$ 139,000*	-
-	Bond (1.5%)	\$ 914.53*	\$ 254,239*	-
TOTAL ORIGINAL CONTRACT		\$ 60,968.62	\$ 10,974,351.30	-

*Actual insurance costs may vary from estimated amount when policies are acquired; they are a passthrough cost to be validated with supporting documentation each billing cycle

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement shall be 12% of the Cost of the Work as defined in Article 7 of the Agreement or §7.2.2 of the AIA A201-2017 as modified by the Owner provided however, that notwithstanding anything else to the contrary here or elsewhere in the Contract Documents, the Construction Manager shall be limited to 12% fee on the Cost of the Work including subcontractor markup in all cases regardless of type or nature of the charge, specifically including, but not limited to, Change Orders and/or Contingency use, and specifically Contractor shall not be entitled to the markup on the Cost of the Work found in §§7.2.4.1 or 7.2.4.2.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement. Agreement shall only be by agreement of the Contractor and Owner subject to §A.1.1.3 above.
PAGE 4

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price+Price. Alternates shall be separately granted and may be awarded after all documentation in a form acceptable to Owner is received. Alternates shall not be deemed accepted until specifically accepted in writing by the Owner.:

...

- 1) 98 Fish and Wildlife Wells \$5,974,924.60 inclusive of fee of 12% of the Cost of the Work.

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§ A.1.1.6 Unit prices, if any: Anticipated Task Orders based upon unit prices:

...

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)(\$)</u>
<u>SEE GMP – I Schedule of Values incorporated</u>		
<u>Herein as if reproduced in whole with the</u>		
<u>Maximum P&A Amount per Well based on all</u>		
<u>portions of the Itemized Statement of the</u>		
<u>Guaranteed Maximum Price found in A.1.1.2</u>		
<u>except for the following items: Project</u>		
<u>Management Key Staff, Work Order - Data</u>		
<u>Entry Platform, Contingency (20 %), CM Fee</u>		
<u>(12 %), Insurance (Estimated), and Bond (1.5</u>		
<u>%)."</u>		

...

The date of execution of this Amendment.

...

[X] By the following date: September 30, 2023

...

Portion of Work
Individual well basis

Substantial Completion Date For Warranty Purposes Only.
Date on which the Office of Conservation well status code as
to that well changes to Status 30 - Plugged and Abandoned.

...

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion for the entire work as provided in this Section A.2.3, A.2.3.1 liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement. Agreement at a rate of one thousand five hundred dollars (\$1,500.00) per day.

PAGE 6

AIA A201-2017 as
modified by the Owner

...

Water Quality Plan provided by Royal Engineering promulgated on or about 11/10/2022
Assessing Methane Emissions from Orphaned Wells to meet Reporting Requirements of the 2021 Infrastructure Investment and Jobs Act – Federal Program Guidelines – dated 4/11/2022.
Contractor Protocols for Pre-Plug Methane Measurement
Protocol for Rapid Detection and Classification of Methane Emissions
Change Order No. 1 and all attachments to same.
The Request for Proposals and all addendums.

...

Not Applicable

...

Not Applicable.

PAGE 7

None.

...

The Owner shall have the right to add or remove individual wells from the scope of work at its sole discretion.
Addition of wells shall be through the Change Order process. Removal of wells shall be issued via written notice and no payment shall be due for such reduced Scope of Work, nor shall fee be applied to removed Scope of Work provided however, payment shall be due for work conducted on the removed well up to the date notice was sent removing same.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Mark Bradley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:41:15 ET on 12/13/2022 under Order No. 2114355524 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**Exhibit - GMP 1 - Schedule
of Values**

<u>Wells</u>	<u>Units</u>	<u>Maximum P&A Amount per Well</u>
79825	1	\$ 39,739.80
83688	1	\$ 39,739.80
151024	1	\$ 39,739.80
152444	1	\$ 39,739.80
152613	1	\$ 39,739.80
158265	1	\$ 39,739.80
158266	1	\$ 39,739.80
158268	1	\$ 39,739.80
159992	1	\$ 39,739.80
162615	1	\$ 39,739.80
166412	1	\$ 39,739.80
166414	1	\$ 39,739.80
168665	1	\$ 39,739.80
168666	1	\$ 39,739.80
176589	1	\$ 39,739.80
181740	1	\$ 39,739.80
182095	1	\$ 39,739.80
182096	1	\$ 39,739.80
152672	1	\$ 39,739.80
152673	1	\$ 39,739.80
152674	1	\$ 39,739.80
152676	1	\$ 39,739.80
155627	1	\$ 39,739.80
155628	1	\$ 39,739.80
155629	1	\$ 39,739.80
158035	1	\$ 39,739.80
167134	1	\$ 39,739.80
167135	1	\$ 39,739.80
167138	1	\$ 39,739.80
167139	1	\$ 39,739.80
167141	1	\$ 39,739.80
170379	1	\$ 39,739.80
175893	1	\$ 39,739.80
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183052	1	\$ 39,739.80
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197342	1	\$ 39,739.80
197561	1	\$ 39,739.80

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