

LOUISIANA SUPPLEMENTAL TERMS AND CONDITIONS

VERSION 1.0, REVISED JULY 1, 2018

The following clauses apply to Work in the State of Louisiana. To the extent these clauses conflict with any term or condition in the *Standard Terms and Conditions*, the Parties shall (i) endeavor to interpret the clauses in harmony, otherwise (ii) these *Louisiana Supplemental Terms and Conditions* take precedence.

Subcontractor agrees to flow down and incorporate all applicable clauses to its Lower Tier Subcontractors and its Lower Tier Suppliers.

1. REVISIONS TO THE STANDARD TERMS AND CONDITIONS.

1.1 When the Owner is a public body, replace *Paragraph 11.3.2 Mediation* in the *Standard Terms and Conditions* with the following:

"11.3.2 *Mediation*. To the extent not resolved under § 11.3.1. above, any dispute arising from or relating to the Agreement of the alleged breach of the Agreement will, at Centennial's sole option, be submitted for mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures. Should Centennial opt to mediate, the mediation shall take place in the City of New Orleans, Louisiana."

1.2 When the Owner is a public body, replace *Paragraph 11.3.3 Arbitration* in the *Standard Terms and Conditions* with the following:

"11.3.3 Should Centennial opt not to mediate or, alternatively, should the Parties be unable to resolve the dispute through mediation, the parties further agree that any unresolved dispute arising out of or relating to the Agreement or the alleged breach of the Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, subject to the exceptions set forth in §§ 11.3.4 and 11.3.5, below. All claims, demands for arbitration or counterclaims must contain a statement that expressly states the aggregate amount of the party's claims. The arbitration shall take place in New Orleans, Louisiana, and shall be governed by the laws of the place of the Project. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The foregoing agreement to arbitration shall be specifically enforceable in any court of competent jurisdiction."

2. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of laws and clauses required by law to be inserted in this *Subcontract Agreement* and will be deemed to be inserted herein and incorporated by reference. The *Subcontract Agreement* will be read and enforced as though it were included and if—through mistake or otherwise—any such provision is not inserted or not correctly inserted, then upon the application of other party the *Subcontract Agreement* will be amended to make such insertion.