
HOUSE COMMITTEE AMENDMENTS

2026 Regular Session

Amendments proposed by House Committee on Civil Law and Procedure to Original House Bill No. 638 by Representative Jacob Landry

1 AMENDMENT NO. 1**2** On page 1, delete lines 17 through 19 in their entirety and insert the following:**3** "owner shall pay the amount owed to the contractor, unless any amount is withheld
4 as authorized by law, the contract, or this Section, no later than thirty-five days
5 following receipt of the written request."**6** AMENDMENT NO. 2**7** On page 2, line 2, after "thirty-five" and before "days" delete "consecutive"**8** AMENDMENT NO. 3**9** On page 2, delete lines 5 and 6 in their entirety and insert the following:**10** "in accordance with Subsection D of this Section. This penalty shall be in addition
11 to any other remedies authorized by law or the contract for construction on or
12 improvements to the immovable."**13** AMENDMENT NO. 4**14** On page 3, delete lines 14 through 17 in their entirety and insert the following:**15** ~~"in the amount of one-half of one percent of the amount due, per day, from the~~
16 ~~expiration of the period allowed herein for payment after the receipt of payment from~~
17 ~~the owner. The total penalty shall not exceed fifteen percent of the outstanding in~~
18 ~~accordance with Subsection D of this Section. This penalty shall be in addition to~~
19 ~~any other remedies authorized by law, the contract for construction on or~~
20 ~~improvements to the immovable, or any other agreement between the contractor,~~
21 ~~subcontractor, or suppliers."~~**22** AMENDMENT NO. 5**23** On page 4, line 1, after "shall" delete the remainder of the line and delete line 2 in its entirety
24 and insert the following:**25** "incur a penalty at the rate of one and one-half percent of the unpaid amount per
26 month. This penalty begins to accrue the day after the date on which the payment
27 is due."**28** AMENDMENT NO. 6**29** On page 4, line 3, after "(2)" and before "on" delete "Interest" and insert "The penalty"**30** AMENDMENT NO. 7**31** On page 4, at the end of line 7, insert the following:**32** "However, a written contract between an owner and a contractor for improvements
33 on or construction of a single-family residence may provide that the payment
34 required in accordance with this Section be made at a time not later than sixty-one

1 days after the date the owner receives the payment request. Any unpaid amount
 2 under contract that allows payment later than the date otherwise required by
 3 Subsection A of this Section incurs a penalty in accordance with Subsection D of this
 4 Section."

5 AMENDMENT NO. 8

6 On page 4, line 12, after "law" and before the period "." insert "or contract"

7 AMENDMENT NO. 9

8 On page 4, delete lines 13 and 14 in their entirety and insert the following:

9 ~~"D.G.(1) The provisions of this Section shall not be applicable to~~
 10 ~~improvements to immovable property used for residential purposes. The provisions~~
 11 ~~of this Section do not supercede the prompt payment obligations and penalties for~~
 12 ~~contracts with a public entity as required in R.S. 38:2191.~~

13 (2) The date of payment required of the owner pursuant to this Section shall
 14 change from thirty-five days after the date the owner receives the payment request
 15 to the fifth day after the date the owner receives loan proceeds when all of the
 16 following occurs:

17 (a) The owner has obtained a loan intended to pay for all or part of a contract
 18 to improve immovable property.

19 (b) The owner has timely and properly requested disbursement of proceeds
 20 from that loan.

21 (c) The lender is obligated to disburse the proceeds to the owner but has
 22 failed to do so within thirty-five days after the date the owner received the
 23 contractor's payment request.

24 (3) This Section does not apply to any of the following:

25 (a) Agreements authorizing the exploration, production, or development of
 26 oil, natural gas, natural gas liquids, synthetic gas, sulphur, ore, or other mineral
 27 substances, including any lease or royalty agreement, joint interest agreement,
 28 production or production-related agreement, operating agreement, farmout
 29 agreement, area of mutual interest agreement, or other related agreement.

30 (b) Well or mine services.

31 (c) The purchase, sale, gathering, storage, or transport of oil, natural gas,
 32 natural gas liquids, synthetic gas, or other hydrocarbon substances by pipeline or by
 33 a fixed associated facility.

34 (d) For the purposes of this exemption, "agreement" includes a written or
 35 oral agreement or understanding that does any of the following:

36 (i) Provides work or services, including any construction, operating, repair,
 37 or maintenance services.

38 (ii) Performs a part of the services covered by Subparagraph (a) of this
 39 Paragraph or an act collateral to those services, including furnishing or renting
 40 equipment, incidental transportation, or other goods and services furnished in
 41 connection with those services.

42 (e) For the purposes of this exemption, "well or mine services" includes
 43 either of the following:

44 (i) Drilling, deepening, reworking, repairing, improving, testing, treating,
 45 perforating, acidizing, logging, conditioning, purchasing, gathering, storing, or
 46 transporting oil or natural gas, brine water, fresh water, produced water, condensate,
 47 petroleum products, or other liquid commodities, or otherwise rendering services in
 48 connection with a well drilled to produce or dispose of oil, gas, or other minerals or
 49 water.

50 (ii) Designing, excavating, constructing, improving, or otherwise rendering
 51 services in connection with an oil, gas, or other mineral production platform or
 52 facility, mine shaft, drift, or other structure intended directly for use in exploring for
 53 or producing a mineral."