UNIVERSITY of NEW ORLEANS

PROJECT MANUAL FOR
JOB ENTITLED

PROJECT TITLE

Request for Quote: #QTB_____
Quotes Due: DATE REQUIRED
To Facility Services
By 4:00 p.m.
PROJECT MANUAL FOR
JOB ENTITLED

PROJECT TITLE

PREPARED BY
UNIVERSITY OF NEW ORLEANS
FACILITY SERVICES
LAKEFRONT - NEW ORLEANS - LOUISIANA - 70148

Request for Quote: #QTB______
Quotes Due: DATE REQUIRED
To Facility Services
By 4:00 p.m.

PURCHASING REPRESENTATIVE: Troy Bacino, Assistant Director
for Facility Services Procurement
(504)280-6172 FAX (504)280-6297 E-mail tabacino@uno.edu

UNIVERSITY REPRESENTATIVE:
(504)280- FAX (504)280-5582 E-mail
DATE
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END
ARTICLE I

PROJECT TITLE

1.1 Project Title: PROJECT TITLE

In an effort to obtain the best price in a competitive and fair manner the University issues this Project Manual and invites quotes for the work described herein. The University requests that contractors ask all questions that may clarify the specifications and submit their best price. This package, however, is not a formal invitation to bid as described and governed under either Louisiana Revised Statutes Title 38 or 39. It is a means of informally obtaining the best price and terms possible under the circumstances as described in R.S. 38:2211(8). Therefore, the University reserves the right to extend deadlines, allow correction of mistakes and waive informalities in any way which will benefit the University in obtaining the best price and terms possible. Decisions in such matters will be at the sole discretion of the University and its decisions will be final.

ARTICLE 2

REPRESENTATION

2.1 Each Contractor by providing his quote represents that:

2.1.1 He/she has read and understands the Quoting Documents and his quote is made in accordance therewith.

2.1.2 He/she has visited the site and has familiarized himself with the local conditions under which the work is to be performed.

The Contractor is advised to carefully consider all University physical features and activities and occupancies by faculty, staff and students, and to plan construction activities so as not to disrupt the normal operations and activities of the University except as expressly permitted by the University in writing. The Contractor shall be especially aware of existing electric, gas, water, telephone and/or other utilities and facilities which may be in the way of or adjacent to the Work, and shall take appropriate action to protect these utilities during the Work.

Every effort has been made to accurately show all pertinent surface and subsurface features accurately. For self-assurance, the Contractor may examine available drawings and documents related to University premises. Such examinations may be made only by arrangement with the University Representative.

2.1.3 His/her quote is based solely upon the materials, systems and equipment described in the Quoting Documents.

2.1.4 When a discrepancy or ambiguity arises between the written specifications and the drawings, the document which is more stringent, or which benefits the University more as determined by the Director, shall govern.

2.1.5 His/her quote is not based on any verbal instructions contrary to the Quoting Documents.
2.2 The Contractor must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his quote. The Contractor shall be responsible for determining that all of his/her Subbidders or prospective Subcontractors are duly licensed in accordance with law.

2.3 The University reserves the right to examine the Successful Bidder’s past payroll records and those of any subcontractor to determine whether the employees being used on the contract are regularly employed. The University also reserves the right to question the use of an employee whom it feels is unskilled or untrained on a task that requires a skill. If the bidder intends to use laborers or unskilled workmen on any aspect of the contract, the bidder must furnish a list of the tasks to be performed by said laborers and unskilled workmen with their bid.

2.4 If the Vendor is required to replace any employees because of their failure to comply with these requirements, any time lost on the job shall be the responsibility of the Vendor and shall not be an acceptable reason for requesting extensions of any completion deadlines or waiver of any liquidated damages specified elsewhere in the bid specifications.

2.5 The University reserves the right to reject any and all bids at its discretion.

ARTICLE 3

QUOTING DOCUMENTS

3.1 Copies

3.1.1 The Quoting Documents consist of the entire Project Manual including Articles 1 - 11, Supplement I (Insurance and Indemnification), Sample Contract, Non-Collusion Affidavit, Quote Form, Schedule of Values, Payment Request and the Drawings (if any). Changes to the work made after the contract signing shall be documented by Change Order.

3.1.2 Complete sets of Quoting Documents shall be used in preparing quotes; neither the University nor its Consultant(s) assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Quoting Documents.

3.1.3 The University or Consultant in making copies of the Quoting Documents available on the above terms, do so only for the purpose of obtaining quotes on the work and do not confer a license or grant for any other use.

3.2 Interpretation or Correction of Quoting Documents

3.2.1 Interpretation, correction or change of the Quoting Documents will be in writing and initialed by the University Representative.

Changes made in any other manner will not be binding, and Contractor shall not rely upon such changes.

3.3 Substitutions

3.3.1 No substitutions shall be allowed without the written approval of
the University Representative.

ARTICLE 4

QUOTE PROCEDURE

4.1 Form and Style of Quotes.

4.1.1 Quotes should be submitted on the forms provided by the University.

4.1.2 All blanks on the Quote Form should be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Quote Form, sums should be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern or the University will seek clarification.

4.1.4 Any interlineation, alteration or erasure should be initialed by the signer of the quote or his/her authorized representative.

4.1.5 Contractors are cautioned to complete all alternates should such be requested in the Quote Form.

4.1.6 Contractor should make no additional stipulations on the Quote Form nor qualify his quote in any other manner.

4.1.7 The quote should include the legal name of Contractor and the quote should be signed by the person or persons legally authorized to bind the Contractor to a Contract.

4.1.8 On any quote Ten Thousand Dollars ($10,000.00) or more, the Contractor shall certify that he is licensed under R. S. 37: 2150-2173 by placing his signature on the appropriate blank of the Quote Form.

The Contractor shall be licensed by the Louisiana State Licensing Board for Contractors under Category __, ______________.

Quotes in excess of Ten Thousand Dollars ($10,000.00) received from contractors not licensed under the above classification will not be considered.

4.2 Submission of Quotes

4.2.1 Mail or deliver completed and SEALED form to: Facility Services Administrative Services, 2000 Lakeshore Drive, New Orleans, LA 70148 OR fax the completed form to 280-1301 - ATTN: Facility Services Administrative Services OR email will be accepted at the following email address ONLY: fsquotes@uno.edu

ARTICLE 5

PERFORMANCE AND PAYMENT BOND

5.1 Bond Not Required
FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

6.1 Form to be Used

6.1.1 Form of the Contract to be used shall be furnished by the University of New Orleans Purchasing Office, a copy of which is bound in the Quoting Documents.

6.2 Award

6.2.1 In accordance with Louisiana Law, R.S.38: 2224, when the Contract is awarded, the Contractor shall at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Quoting Documents.

6.2.2 Upon the execution of the contract, University of New Orleans, within thirty (30) days thereafter, should issue to the contractor a notice to proceed with the project. However, upon mutual consent by both parties, the deadline to issue the notice to proceed may be extended.

6.2.3 After the purchase order has been awarded, no changes will be made to any part without written approval from the Director of the Department issuing these quoting documents. The proposed change will be submitted in writing, with a complete breakdown of all material and labor, and the individual cost of each.

6.3 Successful Bidder’s Delivery Schedule

6.3.1 The Successful Bidder will provide a delivery construction schedule. Submit within fifteen (15) days after the date established “Commencement of the Work”.

6.3.2 Schedule Updating: Revise the schedule after each meeting, event, or activity where schedule revisions have been recognized or made. Distribute updated schedule within seventy-two (72) hours to Project Manager for review.

6.4 Discriminatory Practices

6.4.1 Discriminatory Practices: Both the University and the Contractor shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to race, color, religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap, or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1974 to insure that services are delivered without discrimination due to race, color national origin or handicap. Both parties shall comply with the requirements of the Americans with Disabilities Act of 1990 which bans discrimination in employment or in delivery of services on the basis of sexual orientation.

6.5 Affirmative Action/Non-Discrimination

6.5.1 If the amount of the Contract exceeds $10,000 the successful Bidder shall be required to execute the Equal Employment Opportunity Clause and Assurance of non-discrimination prior to
the University entering into a contract. These documents will be in accordance with Chapter 60 of the rules and regulations, Office of Federal Contract Compliance, Equal Opportunity, U.S. Department of Labor.

6.6 Recording Contract

6.6.1 The Contractor at his own expense, should record the original executed Contract with the Recorder of Mortgages, Orleans Parish, within five (5) working days of Contract signing. A NOTICE OF THIS RECORDING SHOULD BE SENT TO THE PURCHASING OFFICE BEFORE THE PURCHASE ORDER AND NOTICE TO PROCEED ARE ISSUED.

6.6.2 Recordation of certain Change Orders, see Article 10.16.1.1

6.7 Payments

6.7.1 The Contract shall provide payment equal to not more than ninety per cent (90%) of the total contract amount upon completion of the work. The remaining ten per cent (10%) shall be paid forty-five (45) days after the acceptance of the work by the University, provided a clear lien certificate is provided by the Contractor.

6.7.2 University standard forms for "Schedule of Values" and "Payment Request" will be provided to the Contractor at the Pre-Construction Conference. An original invoice must accompany the UNO pay request forms. ONLY PAYMENT REQUESTS SUBMITTED ON THE UNIVERSITY FORM WILL BE PROCESSED FOR PAYMENT. ALL OTHERS WILL BE RETURNED FOR COMPLIANCE TO THIS REQUIREMENT.

6.7.3 When an engineer, designer, or architect is involved with the project, all pay requests must have his or her original signature on the original pay request forms before they are submitted to the University for processing.

6.7.4 No notice of completion, delivery memo, invoice, or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the Director of the Department issuing these quoting documents, or his designee, such designation to be made in writing and signed by the Director. All work will be done during normal working hours unless the Director grants prior written approval, or the Scope of Work requires that the work be done after hours.

6.8 Termination of Contract for Convenience

6.8.1 The University may, at any time, terminate the Contract for the University’s convenience and without cause. Upon receipt of written notice from the University of such termination for the University’s convenience, the Contractor shall: cease operations as directed by the University in the notice; take actions necessary, or that the University may direct, for the protection and preservation of the material, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

6.8.2 In case of such termination for the University’s convenience, the Contractor shall be entitled to receive payment for work executed
along with reasonable overhead and profit.

6.8.3 University shall not be responsible or otherwise liable for any demobilization costs or incidental or consequential damages resulting from such termination.

6.9 Acceptance of the Work

6.9.1 Project completion shall include a demonstration of completed work, letter of completion on corporate letterhead stating warranty dates, and (if applicable) manufacturer’s operation and maintenance literature.

6.9.2 Upon substantial completion of the Work, the University shall execute a certificate that the whole work provided for in this agreement has been completed and approved under the terms and conditions thereof.

The Contractor shall then file the acceptance of the whole work at his expense with the Recorder of Mortgage of the Parish of Orleans.

ARTICLE 7

COMPLETION TIME AND LIQUIDATED DAMAGES

7.1 Contract Time:

7.1.1 ____________ calendar days. The Contractor's attention is especially directed to the urgency of this work and that time is of the essence.

7.2 Liquidated Damages

7.2.1 Time is of the essence and completion of the work must be within the Contract Time for Completion stated in Paragraph 7.1.1, subject to such extensions as may be granted by the University for delays identified as beyond the Contractor’s control.

The Contractor will be assessed $__________ for each calendar day during which the work remains incomplete following the time specified for substantial completion, not as a penalty, but as acknowledged liquidated damages.

ARTICLE 8

PRE-QUOTE SITE VISIT

8.1 A Pre-Quote Site Visit was held at LOCATION REQUIRED at TIME REQUIRED a.m. on DATE REQUIRED.

ARTICLE 9

INSURANCE

9.1 The Contractor, prior to commencing work, shall provide at his expense, proof of insurance coverage with insurance companies licensed in the State of Louisiana. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI.

9.2 Insurance requirements are set forth in "Supplement I" of these documents.
ARTICLE 10

GENERAL CONDITIONS

10.1 These General Conditions, including amendments and additions thereto, shall apply to all work performed.

10.2 Pre-Quote Site Investigation

10.2.1 It is requested that prospective quoters visit the site to make measurements, review existing conditions, and if required, review the Building Plans on file in the Facility Services Office if the project warrants same. A thorough understanding of the project per this Project Manual including accompanying drawings (if any) is imperative.

10.2.2 Opportunity for the site visit and inspection is provided under Article 8.

10.3 Review of Quoting Documents

10.3.1 The Contractor shall carefully study and compare the field conditions, Drawings and Scope and shall at once report to the University Representative errors, inconsistencies or omissions discovered.

10.3.2 Maintain one (1) complete set of Quoting Documents and Change Orders at the site during the work.

10.4 Project Meetings

10.4.1 If called by the University Representative, a Pre-Construction Conference between the Contractor, his on-site representative and the University Representative will be held in order to clarify and direct University policy and specific items of concern as pertain to the Contract. Present copies of the project Schedule of Values, List of Subcontractors and Construction Schedule to the University Representative. University standard forms for this information are available through the University Representative.

10.4.2 Progress meetings will be scheduled at the discretion of the University Representative depending on the progress of the work.

10.5 Coordination

10.5.1 Coordinate installation schedule with the University Representative so as not to interfere with the ongoing operation of the University. If for any reason, shut down of utilities is required on this project, it is imperative that the University Representative be consulted.

10.6 Supervision

10.6.1 The Contractor shall provide consistent, capable supervision at all times during the work.

10.6.2 Provide telephone service at the Project site. Service may be cellular or hard-wired, at the Contractor's option. Telephone service shall not be discontinued until after
final acceptance of the project.

10.7 Substitutions

10.7.1 Substitutions to specified materials require approval of the University Representative (Article 3.3 of the "PROJECT MANUAL"). Substitutions not approved are subject to rejection and replacement with the specified materials.

10.8 Submittals

10.8.1 Submit all required shop drawings, brochures and samples for review by the University Representative prior to ordering and/or installing materials. Equipment or material ordered and/or installed without review by the University Representative is subject to rejection. Reproduction and edit of the Quoting Documents for use as shop drawings is not permitted.

10.8.1.1 Shop Drawings: Submit one (1) sepia and two (2) blue line prints. The sepia and one (1) print will be returned.

10.8.1.2 Brochures, Cut Sheets, and Technical Data: Submit four (4) copies. Two (2) will be returned.

10.8.1.3 Samples: Submit one (1) each to be retained by the University.

10.9 Quality Assurance

10.9.1 Use new materials of quality acceptable to the University Representative and meeting all applicable regulations as pertain to this project. Remove and replace all material delivered to site which, in the opinion of the Representative, does not meet specifications and quality.

10.9.2 The University expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified above is understood to mean "Journeymen" skilled in their respective trades. Correct, at no expense to the University, any work performed which, in the opinion of the University Representative, is found unacceptable or not according to code.

10.9.3 Where equipment is furnished as part of the bid, the successful bidder must be equipped to provide prompt factory authorized and qualified local service. The qualified service provider must have been in business locally for a minimum of three (3) years and must have an office within fifty (50) miles of New Orleans, LA. Service manuals for all furnished equipment must be supplied as part of the project. These manuals must include blueprints and schematics of the equipment supplied. The job will not be considered complete until the required manuals and schematics have been supplied to the University.

10.9.4 The use and/or inclusion of any hazardous materials, including, but not limited to, asbestos, PCB, or any other hazardous substance which is forbidden by state or federal regulations, laws, or codes is expressly forbidden. If these materials are found to be present as part of the
material or equipment supplied, or if existing hazardous materials were disturbed as part of the work done, all remedial actions, fines, and expenditures will be borne by the Contractor.

10.10 Traffic Control

10.10.1 Coordinate the schedule of delivery vehicles which will interfere with normal campus traffic. When deliveries are made from the street curb, provide sufficient properly attired and equipped flagmen to safely control and maintain the flow of traffic.

10.10.2 It is the policy of the University of New Orleans to provide full access to all disabled individuals in all areas possible. Because of this commitment, contractors, vendors or servicing agencies are cautioned to insure that their staff is made aware of this commitment. When parking on the campus of this University, it shall be the responsibility of the contractor, vendor or servicing agency to insure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the Contractor, shall assume the responsibility for the safe transit of all disabled persons.

10.10.3 Park only in authorized areas; comply with all traffic and parking regulations of the University. The University will furnish the Contractor, at no charge, permits for all vehicles which will be parked in the designated parking areas.

10.11 Protection

10.11.1 Protect adjacent buildings and building elements from damage during the work. Protect the site, including trees, shrubs, vegetation and lawn areas; where damage does occur, restore to original condition replacing damaged vegetation and lawn with equal size and species.

10.11.2 Store construction materials with care; distribute the weight to not endanger the building structure.

10.11.3 Contractor shall verify the exact locations of underground utilities. Damage to existing utilities shall be immediately repaired by the Contractor at his own expense to restore the interrupted service. Work at night and/or on weekends if deemed necessary by the University Representative. Restoration may involve repair and/or replacement of damaged section with new, without credit for condition or useable life of the damaged utility.

10.12 Rough-in Inspection

10.12.1 At the completion of the rough-in work, before any closing of wall, ceiling, or floor; schedule a rough-in inspection for the University Representative's approval. Give the University Representative a 48 hour notice.

10.13 Cleanup

10.13.1 Daily, as it accumulates, remove from the work site, all rubbish, debris and unsalvageable material resulting from
the work. Do not permit trash to accumulate. Do not use individual building dumpsters for trash disposal.

10.14 Safety

10.14.1 Provide sufficient continuous barricades to identify the work site and restrict entry. Where necessary, equip barricades with warning lights for night use.

10.14.2 Provide measures necessary to ensure and maintain security at the work site; protect from theft, vandalism, personal injury, and property damage. Erect and maintain temporary enclosures and barriers to prevent unauthorized access to the site.

10.14.3 Provide fire protection equipment during the construction period, including not less that two (2) ten (10) pound capacity multi-purpose A-B-C dry chemical extinguishers (10A:40BC).

10.14.4 If indicated on the Drawings, provide a temporary fence to isolate the construction site and restrict unauthorized entry. Use chain link fence material, 6'-0 minimum height, on steel or wood posts spaced a 6'-0 maximum and embedded 2'-6 minimum below existing grade; include personnel and/or equipment access gates. Coordinate fence installation with underground utilities - see 1.11; before installation, confirm fence location and layout with the University Representative.

10.15 Warranty

10.15.1 Warranty all workmanship and material for a period of one year from date of acceptance. During this period, the University will notify the Contractor of any discrepancy for prompt correction at no expense to the University.

10.15.2 At the discretion and initiation of the University Representative, a one-year warranty review meeting with the Contractor will be held to review warranty items which remain incomplete.

10.16 Changes To The Work

10.16.1 When required, changes to the work will be documented and the contract price adjusted by written change order issued by the University to the Contractor. Time extensions will be handled by change order.

10.16.1.1 As per LA R.S. 38:2222: Change Orders must be recorded if they meet the following criteria:

Each change order to a public works contract or to a contract for materials and supplies which adds an amount of ten (10) percent or more of the original contract amount AND which additional amount is at least ten (10) thousand dollars OR all change orders to a contract aggregating to an amount of twenty (20) percent or more of the original contract amount AND which additional amount is at least ten (10) thousand dollars shall be recorded by the public entity which entered into the contract in the office of the recorder of mortgages in the parish where the work is to be
done or, if not a public work, where the entity domiciled not later than thirty (30) days after the date of the change order which requires that the recordation take place. In addition, the original contract shall be recorded together with the change orders if not previously recorded.

10.16.2 Itemize material and labor costs. Include quantities and unit costs. Submit a separate breakdown for each Subcontractor. Document all cost.

10.16.3 Compute overhead and profit as follows:

10.16.3.1 When all of the work is General Contractor work: 15% of the cost the work.

10.16.3.2 When the work is all Subcontract work: 15% of the cost of the work for Subcontractor's overhead and profit plus 10% of the cost of the work for General Contractor's overhead and profit.

10.16.3.3 When the work is a combination of General Contractor work and Subcontract work: 15% of the cost of the subcontract work for Subcontractor's overhead and profit plus 10% of the cost of the Subcontractor's work for General Contractor's overhead and profit plus 15% of the cost of general contract work for General Contractor's overhead and profit.

10.16.4 Cost of the work: all costs necessarily incurred in performance of the work and paid by the contractor.

This includes:

10.16.4.1 Wages paid.
10.16.4.2 Cost of all materials and supplies.
10.16.4.3 Rental of necessary machinery and equipment.
10.16.4.4 Applicable taxes, insurance, fringe benefits, unemployment compensation, social security, old age and bond premiums.
10.16.4.5 Any other documented costs.

10.17 Acceptance

10.17.1 When, in the mutual opinions of the Contractor and the University Representative, the work is judged substantially complete, a meeting at the site will be held to inspect the work and to identify and list those items which are incomplete and/or not in compliance with the Quoting Documents, Contract and all Change Orders. Consultants to the University may be in attendance at the meeting as well the subcontractors invited by the Contractor. The list developed forms the "Punch List" for the project.

10.17.2 A value equal to the material, labor, equipment and supervision cost incidental to the completion and/or correction of each item on the Punch List will be assessed by the University Representative and Consultants. The total value of all items on the Punch List is designated "Special Retainage" and will be withheld from the Contractor's final payment until all items on the Punch List have been completed and/or corrected.
10.17.3 The project will be accepted at the discretion of the University Representative based on the extent of the Punch List. The Acceptance Certificate will be subsequently issued to the Contractor by the University.

10.17.4 Unless otherwise required by the University Representative and agreed to by the Contractor, all punch list items will be corrected and/or completed within thirty (30) calendar days of the acceptance date.

10.18 Temporary Utilities

10.18.1 The Contractor may use reasonable amounts of the utility services available to the site at no charge from the University. The University will not provide utility service beyond that existing. Coordinate tie-in and disconnect to the existing utilities with the University Representative.

10.18.2 Locate temporary facilities so as not to interfere with the University's use of the Project site and/or surrounding areas. Relocate non-complying facilities at no expense to the University.

10.19 As-Built Documents

10.19.1 Maintain one set of Quoting Documents and Change Orders on the job site for recording changes to the work and as-built conditions as they occur. Upon completion of the work (at the acceptance inspection) present the record set to the University Representative for posting.

10.20 Temporary Sanitary Facilities

10.20.1 Existing facilities in the building may be used by construction personnel during work on this project.

10.21 Miscellaneous

10.21.1 Only the General Contractor may erect a job sign: 24" by 36" maximum at a location approved by the University Representative before installation.

ARTICLE 11

SCOPE

11.1

11.1.1
I. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

II. All policies and certificates of insurance of the Contractor/Subcontractor shall contain the following clauses:

A. The Contractor/Subcontractor's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the below described insurance.

B. The Agency shall be named as an additional insured as regards negligence by the contractor (ISO Form CG 20 10 – current form approved for use in Louisiana).

C. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

D. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the Contractor/Subcontractor.

III. INSURANCE: The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof Insurance
of the following insurance coverages required by the contract to the Agency in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

Thirty days prior notice of cancellation shall be given to the Agency by registered mail, return receipt requested, on all of the required coverage provided to the Agency. All notices will name the Contractor/Subcontractor and identify the contract number.

Insurance coverage specified in the GENERAL CONDITIONS (AIA Document A 201, 1997 Edition) to be provided by the Contractor, and any other insurance described below shall be furnished with the following minimum limits:

A. Workers' Compensation - Statutory - in compliance with the Compensation Law of the State. Exception: Employers liability to be $1,000,000 when work is to be over water and involves maritime exposures.

B. Commercial General Liability Insurance with a combined single limit per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and include the following coverages:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage;

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: THE AGGREGATE LOSS LIMIT APPLIES TO EACH PROJECT, or a copy of ISO form CG 25-03 (current form approved for use in Louisiana) shall be submitted.

<table>
<thead>
<tr>
<th>COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Construction</td>
</tr>
<tr>
<td>Insurance</td>
</tr>
</tbody>
</table>
New Buildings:
Each Occurrence/ Minimum Limit $500,000 $1,000,000 $3,000,000
Aggregate (Applicable to this contract ONLY) $500,000 $1,000,000 $3,000,000

The building(s) value for this project

Renovations: is :$

Each Occurrence/ Minimum Limit $1,000,000 $3,000,000
Aggregate (Applicable to this contract ONLY) $500,000 $1,000,000 $3,000,000

While the minimum combined single limit of $500,000 is required for all renovations, the value of a building shall be multiplied by 10% and insurance requirements will be increased at $1,000,000 intervals and rounded to the nearest $1,000,000. Example: Renovation on $33,000,000 building would require $3,000,000 minimum combined single limit of coverage. Maximum limit required is $5,000,000 regardless of building value.

C. Business Automobile Liability Insurance with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

D. An Umbrella Policy may be used to meet minimum requirements.

IV. All property losses shall be made payable to and adjusted with the Agency.

V. All policies of insurance shall be approved by the contracting Agency prior to the inception of any work.

VI. Other insurance required is as follows:

Owner's Protective Liability (OPL) Insurance shall be
furnished by the Contractor and naming the State of Louisiana as the Named Insured for projects over $50,000.

<table>
<thead>
<tr>
<th>CSL - Each Occurrence:</th>
<th>Projects under $100,000</th>
<th>Projects up to $100,000</th>
<th>Projects over $100,000</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$500,000</td>
<td>$1,000,000</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

VII. Property Insurance

The General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor’s policy shall provide “ALL RISK” Builder’s Risk insurance (Extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The “All Risk” Builder’s Risk insurance must also cover architect’s and engineer’s fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas – Louisiana border at Interstate 10 east to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to the Louisiana – Mississippi border. Flood sub-limit shall equal an amount no lower than 10% of the total contract cost per occurrence. Coverage for roofing projects shall not required flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the $5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments.
The specialty contractor may provide an installation floater with the same coverage as the “ALL RISK” Builder’s Risk insurance policy.

The policy must include the interest of the Owner, Contractor, and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverage not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana, Policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make a written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of loss that must be borne by each policy. If the appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire, if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

VIII. If, at any time, any of the said policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall promptly obtain a new

Insurance
policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided.

Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor/Subcontractor concerning indemnification. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

**INFORMATION FOR BIDDERS**

**RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR**

A. Neither the acceptance of the completed work or payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

1. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

2. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor/Subcontractor will be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

3. All property losses shall be made payable to and adjusted with the Agency.

4. All policies and certificates of insurance shall be approved by the contracting agency prior to the inception of any work.

5. Other coverages may be required by the Agency based on specific needs. If such other coverages are required for this contract, those coverages will be described in the "Special Conditions" of the contract specifications.
6. If at any time any of the foregoing policies shall be or become unsatisfactory to the Agency, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Agency, the Contractor/Subcontractor shall, upon notice to that effect from the Agency, promptly obtain a new policy, submit the same to the Agency for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor/Subcontractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Agency, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor/Subcontractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor/Subcontractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor/Subcontractor concerning indemnification. The agency reserves the right to require complete, certified copies of all required insurance policies at any time.

**SUBCONTRACTORS**

Contractor shall include all subcontractors as insured’s under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CERTIFICATES OF INSURANCE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana) covering Automobile Liability. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract.)

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense.
expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
   
   a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
   
   b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
   
   c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage

   The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

   Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.
E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies at any time.
The ______________________ agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of ______________________, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by ______________________ as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. ______________________ agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

Accepted by

____________________________
Company Name

____________________________
Signature

____________________________
Title

Date Accepted ______________________

Is Certificate of Insurance Attached? Yes______ NO______

Contract No. __________ for ______________________

State Agency Number and Name

PURPOSE OF CONTRACT: ______________________

*** INDEMNIFICATION ***

** EXHIBIT A **

INDEMNIFICATION AGREEMENT

SP  Indemnification-Contract-Affidavit

Page 1
CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

This agreement made and entered into at New Orleans, Louisiana, this ______ day of ________, 20____, by and between The University of New Orleans, herein represented by Deborah K. Bridges, Director of Purchasing, University of New Orleans, party of the first part and hereinafter sometimes called the University;

and

____________________________________________________________
(contractor)

herein represented by

____________________________________________
(Name and title)

Party of the second part and hereinafter sometimes called the Contractor:

WITNESSETH, THAT the University and the Contractor, for the considerations hereinafter named, agree as follows, that:

1. The Quote Form
2. Articles 1-11 of the Project Manual
3. The General Conditions
4. The Following Enumerated Drawings (if any)

are all hereby made a part of this Contract to the same extent as if incorporated here in full.

The Contractor agrees to furnish all materials, labor, tools, equipment and other facilities necessary and to perform all work required for:

in accordance with this Contract and their quote dated ________. The work to be performed under this contract shall be commenced immediately after award is made to the successful quoter and notification by the University that the
work shall start, and shall be fully completed within the time stated in the Instructions.

CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

The amount to be paid to the Contractor by the University, subject to modification on account of changes as herein provided and/or as may be agreed to in writing by both parties to this contract is

$_____________________________________________________

(figures)

_____________________________________________________________________

(in words)

The University shall make payments on account of the Contract as provided in the Quotin

ING WITNESS WHEREOF as parties hereto have executed this agreement in triplicate on the date first above written.

WITNESSES:

_____________________________________________________

(CONTRACTOR)

_____________________________________________________

(BY:

_____________________________________________________

(TITLE)

THE UNIVERSITY OF NEW ORLEANS

_____________________________________________________

(BY:

_____________________________________________________

Indemnification-Contract-Affidavit
Page 4
STATE OF LOUISIANA
PARISH OF____________

AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT
WAS NOT, NOR WILL NOT BE SECURED
THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

KNOW ALL MEN BY THESE PRESENT, that a public contract is
contemplated between the UNIVERSITY OF NEW ORLEANS and:


(contractor)

represented by ________________________________,

______________________________ (title)

who attests that he is empowered and authorized to execute said
documents.

FURTHER, ________________________________, who being duly sworn,
does depose and attest that:

(1) Affiant employed no person, corporation, firm, association,
or other organization, either directly or indirectly, to secure the
public contract under which he received payment, other than persons
regularly employed by the affiant whose services in connection with
the construction of the public building or project or in securing the
public contract were in the regular course of their duties for
affiant; and

(2) No part of the contract price received by affiant was paid
or will be paid to any person, corporation, firm, association, or
other organization for soliciting the contract, other than the
payment of their normal compensation to persons regularly employed by
the affiant whose services in connection with the construction of the
public building or project were in the regular course of their duties
for affiant.

WITNESSES:


BEFORE ME, the undersigned authority, personally appeared, who
being duly sworn, deposes the states that the above is true and
correct in all respects recited.


SWORN TO AND SUBSCRIBED before me this ___ day of ____, 20__
QUOTE FORM

QUOTE DATE: ___________________________

TO: The University of New Orleans
Purchasing Office
Math Building, Room 351
New Orleans, Louisiana 70148-0001

QUOTE FOR:

______________________________________

______________________________________

CONTRACTOR:

______________________________________

______________________________________

______________________________________

CONTRACTOR: hereby declares and represents that he; a) has

  carefully examined the Quoting Documents, b) has a clear understanding of the Quoting

  Documents, c) has not received, relied on, or based his quote on any verbal instructions

  contrary to the Quoting Documents, d) has personally inspected and is familiar with the

  project site, and hereby proposes to provide all labor, materials, tools, appliances and

  facilities as required to perform, in a workmanlike manner, all work and services for

  the construction and completion of afore referenced project, all in accordance with the

  Quoting Documents as prepared by the University Purchasing Office and Facility Services.

Quoter’s should acknowledge all addenda:

ADDENDA:  No. ___  Dated: ______  No. ___  Dated: ______

No. ___  Dated: ______  No. ___  Dated: ______

COMPLETION TIME: The Contractor hereby agrees to commence work under this Contract on a date

  specified in a written "Notice to Proceed" by the University and to fully complete the project within_______ consecutive
calendar days thereafter, or within the time as may be extended as stipulated in the Quoting Documents.

LIQUIDATED DAMAGES: The Contractor hereby also agrees to pay as Liquidated Damages the sum of ___________________ Dollars ($ ) for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion time stated above.

AWARD AND EXECUTION OF CONTRACT:
The State shall incur no obligation to the Contractor until the Contract Between University and Contractor is duly executed.

If the Contractor fails to complete all requirements for executing the "Contract Between University and Contractor" within five (5) days after notification, the University may award the contract to another contractor.

LICENSE CERTIFICATION: The Quoter shall certify that he meets (Required for quotes under $10,000 and up) all licensing requirements of this State and is duly and currently licensed under R.S. 37:2150-2173 of the State of Louisiana, by placing his signature on the appropriate blank of the Quote Form. The name of the Bidder shown below shall correspond with the official license.

QUOTE: For all work required by the Quoting Documents (excluding Alternates) the lump sum of:

________________________________________

(written out)

($) _____________________________________
NAME OF CONTRACTOR: ________________________________

BY: ________________________________________________
    (signature)

______________________________
(typed or printed)

TITLE: _____________________________________________

________________________________________

LOUISIANA CONTRACTORS LICENSE NUMBER: __________________________

ADDRESS: ___________________________________________

________________________________________

________________________________________

DATED: ___________________________________________

TELEPHONE NO: (____) ________________________________

FAX NO: (____) ________________________________