UNIVERSITY of NEW ORLEANS

______________________________________________________________
PROJECT MANUAL FOR
JOB ENTITLED

PROJECT TITLE

Request for Quote: #QTB _____
Quotes Due: DATE REQUIRED
Delivered to Purchasing Office
Math Building, Room 351
By 2:00 p.m.

Mandatory Prequote Site Visit:

Date: DATE REQUIRED
10:00 a.m. at the
Human Performance Center, Room 207
University of New Orleans
UNIVERSITY of NEW ORLEANS

______________________________________________________________

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
Delivered to Purchasing Office
Math Building, Room 351
By 2:00 p.m.

Mandatory Prequote Site Visit:

Date: DATE REQUIRED
10:00 a.m. at the
Human Performance Center, Room 207
University of New Orleans

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
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### Technical Specifications

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*ITECHNICAL SPECIFICATIONS*

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**END**
INSTRUCTIONS

UNIVERSITY of NEW ORLEANS
INSTRUCTIONS

ARTICLE 1

PROJECT TITLE AND QUOTE OPENING DATE & TIME

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.

Quote Due Date: DATE REQUIRED
Delivered to Purchasing by 2:00 p.m.

Location: University of New Orleans Campus
Purchasing Office
Math Building, Room 351
New Orleans, Louisiana  70148

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.
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. (See paragraph 4.1.8)

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 Complete Quoting Documents may be obtained from the University of New Orleans, Facility Services Office.

The Quoting Documents consist of the Drawings, the Instructions, the Technical Specifications and any Addenda issued prior to opening received quotes. Changes to the work made after the contract signing shall be documented by Change Order.

These INSTRUCTIONS, including amendments and additions thereto, apply to each and every heading of the TECHNICAL
SPECIFICATIONS with the same force as though repeated in full under each heading.

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 made by Addenda.

Interpretations, corrections or changes of the Quoting Documents made in any other manner will not be binding, and Contractor shall not rely upon such interpretations, corrections and changes.

3.2.2 It shall be the Contractor's responsibility to make inquiry as to Addenda issued. All issued Addenda should be acknowledged on the Quote Form and shall become part of the Contract. Neither the University nor its Consultant(s) will be responsible for any explanation or interpretations of the Quoting Documents not covered by written, issued addenda.

3.3 Substitutions

3.3.1 The materials, products and equipment described in the Quoting Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed without approval.

3.3.2 No substitution will be considered unless written request for approval has been submitted by the Proposer.

Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

It shall be the responsibility of the Contractor to include in his proposal all changes required of the Quoting Documents if the proposed substitute is used. Approval, if granted, is given contingent upon the Quoter being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials
and equipment approved.

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. Failure to submit alternate prices, when requested may render the quote invalid and cause its rejection.

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 Quotes should be sealed in an envelope with the project title clearly indicated and will be received until the time specified and at the place specified in these Quoting Documents. It shall be the specific responsibility of the Quoter to deliver his quote to the University of New Orleans Purchasing Office prior to the announced time.
If the quote is sent by mail or express delivery, the sealed envelope shall be addressed to: University of New Orleans, Purchasing Office, Math Building, Room 351, Lakefront Campus, New Orleans, Louisiana 70148.

4.2.2 Quotes should be delivered to the designated location prior to the time on the date for receipt of quotes indicated in these quote documents, or any extension thereof made by addendum.

4.3.3 Contractor shall assume full responsibility for timely delivery at location designated for receipt of quotes.

ARTICLE 5

PERFORMANCE AND PAYMENT BOND

5.1 Bond Required

The Contractor shall pay for and provide a Performance and Labor and Material Payment Bond in the full amount of the Quote within five (5) days after written notice from the University or its Consultant that the work has been awarded to him. Bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans and specifications or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. Surety bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. No surety or insurance company shall write a bond which is to investigate, handle, respond to, provide defense for and in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list; companies authorized by this paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Bond shall be in favor of The University of New Orleans.

5.2 Time of Delivery and Form of Bond

5.2.1 The Contractor shall deliver the required bond to the University simultaneous with the execution of the Contract.

5.2.2 Bond shall be in the form furnished by University of New Orleans Purchasing Office, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Quoting Documents.
5.2.3 The Contractor shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 6
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 five (5) 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 General Conditions 1.16 CHANGES TO THE WORK.

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 for Contract for Convenience

6.8.1 The owner 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 Vendor 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 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 Mandatory Pre-Quote Site Visit shall be held at the project site. Provisions for the site inspection are included as part of the Mandatory Pre-Quote Site Visit to be held in Human Performance Center, Room 207 at 10:00 a.m. on DATE REQUIRED. The Pre-Quote visit shall also provide opportunity for a review of the Quoting Documents. The purpose of the Pre-Quote visit is to familiarize Quoters with the requirements of the Project and the intent of the Quoting Documents, and to receive comments and information from interested Quoters.

8.2 Any revision of the Quoting Documents made as a result of the Pre-Quote Visit shall not be valid unless included in an addendum issued in accordance with Paragraph 3.2.1 of the Instructions to Quoters.

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.
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
III. INSURANCE: The Contractor/Subcontractor, prior to commencing work, shall provide at his own expense, proof 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.
### SUPPLEMENT I
INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATION

*** INSURANCE ***

---

**COMBINED SINGLE LIMIT (CSL) - AMOUNT OF INSURANCE REQUIRED**

<table>
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<tr>
<td>Minimum Limit</td>
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<td>$1,000,000</td>
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<tr>
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<td>$500,000</td>
<td>$1,000,000</td>
<td>$3,000,000</td>
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**Renovations:**

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

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.
SUPPLEMENT I
INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATION

*** INSURANCE ***

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>Projects under $100,000</th>
<th>Projects up to $100,000</th>
<th>Projects over $1,000,000</th>
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<tr>
<td>CSL – Each Occurrence:</td>
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<td>$500,000</td>
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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 thereto. 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
SUPPLEMENT I
INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATION

*** INSURANCE ***

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 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.
SUPPLEMENT I
INSURANCE REQUIREMENTS FOR NEW CONSTRUCTION AND RENOVATION

*** INSURANCE ***

INFORMATION FOR QUOTERS

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

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Page 7
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 insureds 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 quote.

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.
INDEMNIFICATION AGREEMENT

The ______________________ agrees to protect, defend, indemnify, save, and hold harmless the
{Contractor/Subcontractor/Lessee/Supplier}

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
{Contractor/Subcontractor/Lessee/Supplier}, 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
{Contractor/Subcontractor/Lessee/Supplier} 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.

{Contractor/Subcontractor/Lessee/Supplier} 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-Contract-PP-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. The Instructions
3. Bonds
4. The Technical Specifications
5. The Following Enumerated Drawings:
6. The Following Enumerated Addenda:

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 __________ all in strict accord with the requirements of the Contract.

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.

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
CONTRACT BETWEEN UNIVERSITY AND CONTRACTOR

$__________________________

(figures)

______________________________

(in words)

The University shall make payments on account of the Contract as provided in the Quoting Documents.

Performance and Payment Bond: To these presents personally came and intervened __________________________________________, herein acting for __________________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business in the state of Louisiana, as surety, who declared that having taken cognizance of this Contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as surety for the said Contractor, unto the said University, up to the sum of ________________. The condition of this Performance and Payment Bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the University, from all cost and damages which he may suffer by said Contractor's nonperformance or should said Contractor not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the Contract upon demand by the University and make said payments in accordance with law.

Provided, that any alterations which may be made in the terms, of the Contract or in the work to be done under it, or the giving by the University of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the University or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in ____________ counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

This Performance and Payment Bond is accompanied by appropriate Power of Attorney.
WITNESSES:

__________________________________________ (CONTRACTOR)

__________________________________________ (SURETY)

THE UNIVERSITY OF NEW ORLEANS

__________________________________________ (ATTORNEY-IN-FACT)

__________________________________________ (TITLE)
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__

__________________________________________  NOTARY PUBLIC
QUOTE FORM

QUOTE DATE: ______________________

TO:  The University of New Orleans
     Purchasing Office
     Lakefront
     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 Owner and Contractor is duly executed.

If the Contractor is notified of the acceptance of the quote within thirty (30) days after the opening of quotes, he agrees to execute and deliver the “Contract Between University and Contractor and Performance and Payment Bond,” a copy of which is included in the Quoting Documents, within five (5) days after notice from the University that the instrument is ready for signature.

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

LICENSE CERTIFICATION:
The Quoter shall certify that he meets 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 name on the license.

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

________________________________________ (written out)
($_______________________________________)

ALTERNATES: For all work required by the Contract Documents for:

Alternate No. 1 - All work required and identified as Alternate No. 1, add the lump sum of ________________________________ Dollars ($__________________________).

Alternate No. 2 - All work required and identified as Alternate No. 2, add the lump sum of ________________________________ Dollars ($__________________________).

Alternate No. 3 - All work required and identified as Alternate No. 3, add the lump sum of ________________________________
Dollars ($____________________).  

It is the University's intent to award this contract based on the base bid only; the Base Bid plus Add Alternate #1; the Base Bid plus Add Alternates #1 and #2; or the Base Bid plus Add Alternates #1, #2, and #3 depending on available funding. It is the intent of the University, if any alternates are accepted, to accept them in the order in which they are listed in the Bid Form.

It is mandatory that contractors bid the Base Bid, Add Alternate #1, Add Alternate #2, and Add Alternate #3. The University will accept only those bids where the Base Bid, Add Alternate #1, Add Alternate #2, and Add Alternate #3 are properly addressed.

NAME OF CONTRACTOR: _______________________________________________________________________

BY: ______________________________________________________________________________________

(signature)

(typed or printed)

TITLE: ____________________________________________________________________________________

LOUISIANA CONTRACTORS LICENSE NUMBER:____________________________________________________

ADDRESS: __________________________________________________________________________________

DATED: _____________________________________________________________________________________

TELEPHONE NO: ____________________________

FAX NO: ____________________________
| ACCOUNT NO. | P.O. NO. | DATE | E.O. NO. | OBJECT | APPROVED | COMPLETE | OBJECT | V% | APPROVED WITHOUT EXCEPTION | DATE RECEIVED | DEPARTMENT | CHAIRMAN | AUTHORIZED REPRESENTATIVE | NET CHANGE BY CHANGE ORDERS | TOTALS | CHARGE ORDER HISTORY NUMBER | ADDITIONS | DEDUCTIONS | SP# | SB# | CONTRACTOR | ARCHITECT | PAYMENT DUE THIS REQUEST | LESS EARNED | LESS RETAINAGE | TOTAL EARNED | LESS RETAINAGE | ORIGINAL CONTRACT SUM | NET CHANGE BY CHANGE ORDERS | CONTRACT SUM TO DATE | TOTAL COMPLETED & STORED TO DATE | ORIGINAL CONTRACT SUM | NET CHANGE BY CHANGE ORDERS | CONTRACT SUM TO DATE | TOTAL COMPLETED & STORED TO DATE |
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**UNIVERSITY OF NEW ORLEANS**

**PAYMENT REQUEST #**

**Contractor:**

**Mailing Address:**

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**Date:**
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<th>SP#</th>
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<td>SB#</td>
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<td>BALANCE TO COMPLETE</td>
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<td>RETAINAGE</td>
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UNIVERSITY OF NEW ORLEANS