SCHEDULE OF APRIL 2012 MEETINGS
Claiborne Conference Center
Baton Rouge, Louisiana

MONDAY, APRIL 23, 2012

1:00 p.m. Council of Vice Presidents for Academic Affairs
7th Floor Conference Room

TUESDAY, APRIL 24, 2012

7:30 a.m. Presidents’ Council
7th Floor Conference Room

The Board will meet as a Committee of the Whole

9:00 a.m. Board of Supervisors Meeting**
Room 100, “The Louisiana Purchase Room”

12:00 p.m. Faculty Advisory Council
Room 153, “Iowa Room”

** Executive Session Pursuant to R.S. 42:16 may be required

Anyone wishing to attend these meetings and requiring special accommodations should contact this office 24 hours prior to the meetings so arrangements can be made.
BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
9:00 a.m., Tuesday, April 24, 2012**
Claiborne Building Conference Center
Auditorium, Room 100, “The Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order
B. Roll Call
C. Invocation
D. Approval of February 14, 2012 Meeting Minutes

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. Grambling State University’s request for approval of a Proposal to convert its certification only practitioner teacher programs to Master of Arts degree programs in Teaching (MAT) in Special Education, Elementary Education, and Secondary Education.

2. Grambling State University’s request for approval of a Letter of Intent to convert the existing Associate of Science degree program in Child Development to a Bachelor of Science degree program in Child Development and Early Literacy.

3. Grambling State University’s request for approval to award an Honorary Doctor of Laws (LLD) to Ms. Donna Brazile at the Spring 2012 Commencement Exercises.

4. Louisiana Tech University’s request for approval of a Proposal for a Ph.D. degree program in Molecular Sciences and Nanotechnology.

* Or immediately upon adjournment of the previous Committee.
** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
5. **McNeese State University**’s request for approval of a Letter of Intent for a Master of Science degree program in Criminal Justice.

6. **McNeese State University**’s request for approval of a Proposal for a Post-Baccalaureate Certificate of Nursing Case Management.

7. **Nicholls State University**’s request for approval of a Proposal for a collaborative Master of Science in Nursing degree program.

8. **Southeastern Louisiana University**’s request for approval to terminate the Associate of General Studies degree program effective Spring 2014.

9. **University of Louisiana at Lafayette**’s request for approval to award an Honorary Doctor of Arts Degree to Mr. Joe Stewart at the Spring 2012 Commencement Exercises.

10. **University of Louisiana at Lafayette**’s request for approval of a Proposal for a Graduate Certificate in Teaching English to Speakers of Other Languages (TESOL).

11. **University of New Orleans**’ request for approval to award an Honorary Doctor of Engineering Degree to Mr. Mark Savoff at the Spring 2012 Commencement Exercises.

12. **University of New Orleans**’ request for approval of a Letter of Intent for a Bachelor of Science degree program in Community Health.

13. **University of New Orleans**’ request for approval of a Letter of Intent for an M.Ed. degree program in Education Administration.

14. **University of New Orleans**’ request for approval of a Letter of Intent for a Ph.D. degree program in Inter-American Studies.

15. **University of Louisiana System**’s request, on behalf of its nine institutions, for approval of a Letter of Intent for a collaborative B.A. in Organizational Leadership.

16. Other Business

F. **REPORT OF ATHLETIC COMMITTEE**

1. **Louisiana Tech University**’s request for approval of an amended contract and agreement between Mr. Sonny Dykes, Head Football Coach; Louisiana Tech University; and the Louisiana Tech University Foundation, effective January 23, 2012.

2. **McNeese State University**’s request for approval of a contractual agreement with Mr. Terrence L. Gamble, Head Women’s Volleyball Coach, effective March 1, 2012.

3. **McNeese State University**’s request for approval of a contractual agreement with Mr. Ronald P. Savoie, Head Women’s Soccer Coach, effective March 1, 2012.
4. McNeese State University’s request for approval of a contractual agreement with Mr. Bernard Matt Viator, Head Football Coach, effective March 1, 2012.

5. Northwestern State University’s request for approval of a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective January 19, 2012.

6. Northwestern State University’s request for approval of a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

7. Northwestern State University’s request for approval of a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective April 17, 2012.

8. University of Louisiana at Lafayette’s request for approval of a contractual agreement with Mr. Mark Hudspeth, Head Football Coach, effective January 1, 2012.

9. University of Louisiana System’s report of significant athletic activities for the period of February 1 to April 6, 2012.

10. Other Business

G. REPORT OF AUDIT COMMITTEE


2. University of New Orleans’ request for approval of its Internal Audit Charter.


4. Other Business

H. REPORT OF FACILITIES PLANNING COMMITTEE

1. Louisiana Tech University’s request for approval to name the conference room in George T. Madison Hall in honor of the late Dr. Paul J. Pennington.

2. Louisiana Tech University’s request for approval to demolish the Hay Storage Pole Barn located on the campus.

3. Louisiana Tech University’s request for approval to demolish the existing Business Building.

4. Louisiana Tech University’s request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, Inc. to replace the gymnasium floor and goals located in Memorial Gymnasium and accept donation of improvements to the University.
5. **Northwestern State University**’s request for approval to rename West Caspari Hall the *Student Services Center*.

6. **Northwestern State University**’s request for approval to rename East Caspari Hall to the original name of *Caspari Hall*.

7. **Northwestern State University**’s request for approval to demolish the Married Student Housing Complex located on the main campus.

8. **Northwestern State University**’s request for approval to rename Loft Theatre the *Jack Wann Theatre* in honor of Dr. Jack Wann.

9. **Southeastern Louisiana University**’s request for approval of a second amendment to the Ground and Building Lease Agreement between the Board of Supervisors for the University of Louisiana System and University Facilities, Inc. for the 2004 Bond Series.

10. **University of Louisiana at Monroe**’s request for approval to petition the State Interim Emergency Board to address problems with deteriorated First Floor HVAC Piping in George T. Walker Hall located on the main campus.

11. Other Business

I. **REPORT OF FINANCE COMMITTEE**

1. **Southeastern Louisiana University**’s request for approval to enter into a Lease Agreement with Follett Higher Education Group for the University’s bookstore operations.

2. **University of Louisiana at Lafayette**’s request for approval of a student contract for a package price for the Executive MBA Program.

3. **University of New Orleans**’ request for approval of base level GRAD Act Autonomies for 2011-12.

4. **University of Louisiana System**’s recommendation to approve Campus Housing and Meal Plan Rates, Auxiliary Rates, and Non-Governmental Charges for Academic Year 2012-2013.

5. Other Business

J. **REPORT OF PERSONNEL COMMITTEE**

1. **Nicholls State University**’s request for approval to appoint Dr. John Doucet as Dean of the College of Arts and Sciences effective May 1, 2012.

2. **Southeastern Louisiana University**’s request for approval to appoint Mr. Sam Domiano, Jr. as Interim Vice President for Administration and Finance effective March 31, 2012.
3. University of Louisiana at Lafayette’s request for approval to appoint Dr. Jordan Kellman as Dean of the College of Liberal Arts effective July 1, 2012.

4. University of New Orleans’ request for approval to reorganize its leadership structure.

5. Other Business

K. REPORT OF LEGISLATION COMMITTEE

1. Update on the 2012 Regular Session of the Legislature

2. Other Business

L. REPORT OF PERFORMANCE ASSESSMENT COMMITTEE

1. University of Louisiana System’s request to certify campus LA GRAD Act reports for 2011-12.

2. Other Business

M. SYSTEM PRESIDENT’S BUSINESS

1. Personnel Actions and Summer School Appointments

2. System President’s Report

3. Other Business

N. BOARD CHAIR’S BUSINESS

1. Board Chair’s Report

2. Other Business

O. Other Business

P. Adjournment
Item H.1. **Louisiana Tech University’s** request for approval to name the conference room in George T. Madison Hall in honor of the late Dr. Paul J. Pennington.

EXECUTIVE SUMMARY

The University is requesting Board approval to name the conference room in George T. Madison Hall in honor of the late Dr. Paul J. Pennington.

Dr. Pennington was a longtime dean of the College of Arts and Sciences. Dr. Pennington joined Louisiana Tech University as an assistant professor in speech in 1952, later becoming the head of the Department of Speech. President J. Taylor selected Dr. Pennington to become the dean of the College of Arts and Sciences in 1965. For the next 23 years, Dean Pennington guided the College of Arts and Sciences through unprecedented growth in students and degree programs. During his tenure as dean, undergraduate degrees in professional aviation, architecture, clinical laboratory science, medical records, speech pathology and audiology, nursing, and general studies were added. At the graduate level, the Master’s of Fine Arts as well as master’s programs in speech pathology and audiology, mathematics, chemistry, and physics. He played a key role in developing the Tech-Barksdale Program at Barksdale Air Force Base.

It is only fitting that Dr. Paul J. Pennington’s memory be honored by naming the conference room in George T. Madison Hall. See attached letter describing more information regarding Dr. Pennington.

RECOMMENDATION

It is recommended that the following resolution be adopted:

**NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval to name the conference room in George T. Madison Hall in honor of the late Dr. Paul J. Pennington.**
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University seeks approval from the University of Louisiana Board of Supervisors to name the conference room in G.T. Madison in honor of the late Dr. Paul J. Pennington, longtime dean of the College of Arts and Sciences. Dean Pennington excelled as a teacher and administrator, leaving a lasting imprint on the University and on the lives of its students and faculty.

Dr. Pennington joined Louisiana Tech University (then Louisiana Polytechnic Institute) as an assistant professor of speech in 1952, later becoming the head of the Department of Speech. President F. Jay Taylor selected Dr. Pennington to become dean of the College of Arts and Sciences in 1965. For the next 23 years, Dean Pennington guided the College of Arts and Sciences through unprecedented growth in students and degree programs. During his tenure as dean, undergraduate degrees in professional aviation, architecture, clinical laboratory science, medical records, speech pathology and audiology, nursing, and general studies were added. At the graduate level, the Master's of Fine Arts (MFA) as well as master's programs in speech pathology and audiology, mathematics, chemistry, and physics. He played a key role in developing the Tech-Barksdale Program at Barksdale Air Force Base. An avid proponent of international education, he worked to expand study abroad opportunities for Louisiana Tech students.

As a teacher and administrator, Dean Pennington served as a mentor to students and faculty. His analytical skills, his ability in and out of the classroom, and his sense of humor, coupled with his love for the University endured him to the Tech family.

In 1988, Dean Pennington retired after 36 years of service as dean emeritus. To honor his many contributions, Louisiana Tech University seeks approval to name the conference room in George T. Madison Hall the Paul J. Pennington Conference Room in his memory.

Your consideration of this request is appreciated.

Sincerely,

Daniel D. Reneau
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM
P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928
AN EQUAL OPPORTUNITY UNIVERSITY
Item H.2. Louisiana Tech University’s request for approval to demolish the Hay Storage Pole Barn located on the campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the Hay Storage Pole Barn located on the campus. The barn located on a remote portion of the Tech farm has deteriorated to the point that it is no longer safe for continued use. State Land Office records show that the building went into service in 1970 and has 4,134 square feet of floor space. The poles supporting the building have deteriorated to the point that the building is not cost effective to repair.

Hay Storage Pole Barn (state I.D. S08118)
Senate District #35
House District #12

The estimated cost of demolishing the structure is $10,000 with the source of funds coming from Farm Operating Budget. Please refer to the attached photo depicting the structure.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to demolish the Hay Storage Pole Barn located on the campus.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents, and administrative requirements.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all executed final documents for Board file.
March 26, 2012

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The condition of a Hay Storage Pole Barn (State I.D. S08118) located on a remote portion of the Louisiana Tech University Farm has deteriorated to the point that it is no longer safe for continued use. State Land Office records show that the building went into service in 1970 and has 4,134 square feet of floor space. The poles supporting the building have deteriorated to the point that the building is not cost effective to repair.

Louisiana Tech University is requesting permission to demolish the building. Demolition cost is estimated at $10,000 and will be paid from Farm Operating Budget. Subsequent to approval by the Board, Facility Planning and Control will petition area legislators for their concurrence.

Sincerely,

Daniel D. Reneau
President
Item H.3. Louisiana Tech University’s request for approval to demolish the existing Business Building.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish the existing Business Building. The Business Building Replacement contract with Lincoln Builders is under construction with occupancy beginning on June 1, 2012. The contract with Lincoln Builders administered through FP&C and funded through Capital Outlay includes the demolition of the existing Business Building.

Original Business Building (State I.D. S07864)

Senate District #35
House District #12

This request is to ensure that all Board Policies and State Laws are followed. The University is requesting permission to demolish the original Business Building. Demolition cost is included in the construction contract of the new building.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request to demolish the existing Business Building.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents, and administrative requirements.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all executed final documents for Board file.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The Business Building Replacement contract with Lincoln Builders is under construction with occupancy beginning on June 1, 2012. The contract with Lincoln Builders administered through Facility Planning and Control and funded through Capital Outlay includes the demolition of the existing Business Building.

To ensure that all Board Policies and State Laws are followed, Louisiana Tech University is requesting permission to demolish the original Business Building (State I.D. S07864). Demolition cost is included in the construction contract of the new building. Subsequent to approval by the Board, Facility Planning and Control will petition area legislators for their concurrence.

Sincerely,

[Signature]

Daniel D. Reneau
President
Existing building to be demolished (S07864) upon completion of Replacement Building. Demolition should occur in August of 2012

Replacement Business Building scheduled for occupancy in June of 2012
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 24, 2012

Item H.4. Louisiana Tech University’s request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, Inc. to replace the gymnasium floor and goals located in Memorial Gymnasium and accept donation of improvements to the University.

EXECUTIVE SUMMARY

The University requests approval to enter into a Ground Lease agreement with Louisiana Tech University Foundation, Inc. to replace the gymnasium floor and goals located in Memorial Gymnasium and accept donation of improvements to the University.

These improvements will benefit Kinesiology students and provide additional practice facilities for intercollegiate athletics. The estimated cost of installation is approximately $180,000. Funds are from donations solicited by alumni and made to the Foundation.

The term of this Lease shall be for a period commencing on June 1, 2012, and ending at midnight on the 31st day of July, 2013 or at such time as donation of improvement is executed, whichever occurs first.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System does hereby approve Louisiana Tech University’s request to enter into a Ground Lease agreement with Louisiana Tech Foundation, Inc. to replace the gymnasium floor and goals located in Memorial Gymnasium and accept donation of improvements to the University.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approval from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of Louisiana Tech University, is hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of Louisiana Tech University.

AND FURTHER, that Louisiana Tech University will provide the System office with copies of all final executed documents for Board files.
March 28, 2012

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

The Louisiana Tech University Foundation has received donations to replace the gymnasium floor and goals in Memorial Gymnasium. These improvements will benefit Kinesiology students and provide additional practice facilities for intercollegiate athletics. Improvements are anticipated to cost $180,000. Upon completion of the installation, the improvements to Memorial Gym will be donated to Louisiana Tech University.

Pursuant to document approval of System staff and counsel, Louisiana Tech University is requesting permission to enter a ground lease with the Louisiana Tech University Foundation to begin the improvements described above. We also request permission to accept donations from the Foundation for the improvements to the facility upon completion of the installation.

Sincerely,

[Signature]

Daniel D. Reneau
President
LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM represented herein by Dr. Daniel D. Reneau, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as “LESSOR” and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation, domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech Station, Ruston, Louisiana 71272, represented herein by its duly authorized representative Corre A. Stegall, Vice President for University Advancement, and Benjamin L. Denny, President of the Louisiana Tech Foundation.

Hereinafter referred to as “TENANT”, have covenanted and agreed as follows:

WITNESETH

ARTICLE 1

LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lincoln Parish, Louisiana, to-wit:
The two story gymnasium located within the Memorial Gym building on the Louisiana Tech University campus. The area includes the gym floor as well as the second story bleachers and seating and indoor track area.

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant’s heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all term, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this “Lease”.

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to install a new basketball court including flooring and basketball goals in Memorial Gym on the Louisiana Tech University campus. The existing flooring and basketball goals will be removed.

ARTICLE 2

TERM

2.1 Term. The term of this Lease shall be for a period commencing on the latter of June 1, 2012, or at such time as materials for construction of the basketball court are deposited at the leased premises and ending at midnight on the 31st day of July, 2013, or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3

RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to construct, at its sole cost and expense, the improvements described in Article 1.4 in substantial accordance with standards satisfactory to Lessor.
ARTICLE 4

WARRANTY

4.1 **Non-Warranty.** This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 **Access.** Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5

UTILITIES

5.1 **Payment.** Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6

MAINTENANCE AND REPAIRS

6.1 **Obligation to Maintain.** Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 **Right of Inspection.** Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 **Regulations.** Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.
ARTICLE 7

IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movable. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease.
ARTICLE 8

INSURANCE

8.1 **Insurance by Tenant.** During the term of this Lease Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit A. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance.

8.1.1 **Builder’s Risk and Fire and Extended Coverage.** Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 **Comprehensive General Liability Insurance.** Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 **Named Insured.** All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.
8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant or Contractor.

ARTICLE 9
TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

ARTICLE 10
INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney’s fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S.
9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant’s agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney’s fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11

ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12

DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.
12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13

NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor:   
c/o    Joseph R. Thomas, Jr.
Vice President for Finance and Administration
P.O. Box 3151
Ruston, LA  71272

Tenant:   
c/o    Benjamin L. Denny
President, Louisiana Tech University Foundation
P.O. Box 949
Ruston, LA  71273-0949

AND

c/o    Corre Stegall
Vice President for University Advancement
P.O. Box 3183
Ruston, LA  71272

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be
notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14

SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15

SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney’s fee.

ARTICLE 16

BINDING EFFECT

16.1 Binding Effect. With the exceptions herinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.
ARTICLE 17

GENDER

17.1 Gender. Where the word “Lessor” or the word “Tenant” occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18

SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be the latter of June 1, 2012, or at such time as materials for construction of the Conner Focus Sports Floor System are deposited at the leased premises.
THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of ____________ 2012.

WITNESSES:  

LOUISIANA TECH UNIVERSITY FOUNDATION, INC.

______________________________________________________________

Corre A. Stegall
Vice President for University Advancement

______________________________________________________________

Benjamin L. Denny
President

______________________________________________________________

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this _____ day of ____________ 2012.

WITNESSES:  

LOUISIANA TECH UNIVERSITY

______________________________________________________________

Dr. Daniel D. Reneau
President

______________________________________________________________
**EXHIBIT A**

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase 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, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of $1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**
   Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Automobile Liability**
   Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. 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, agents, employees and volunteers 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), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

   b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

   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 policy limits.

2. **Workers Compensation and Employers Liability Coverage**
The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. **All Coverages**

   a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

   b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

   d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A+:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of insurance as required in the contract.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. 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 and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**
In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, 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, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 24, 2012

Item H.5. Northwestern State University’s request for approval to rename West Caspari Hall the Student Services Center.

EXECUTIVE SUMMARY

The University is requesting rename the West Caspari Hall the “Student Services Center.”

West Caspari Hall was originally built in 1959 as a three-story Men’s Dormitory and had a square footage of 18,561. It is part of a Capital Outlay project in which FP&C had determined that it would be best to replace the facility instead of renovating an existing building. The facility was demolished in 2008 and a new 32,000-square-foot, three-story building will now sit where West Caspari once stood. The new building will house the offices of: Student Life, Recruiting, Admissions, Dean of Students, Scholarships, Financial Aid, Registrar, Student Accounting, One Card Services, Bursar and other student services. Building is nearing completion and is scheduled to be occupied in April of 2012.

Please refer to the attached letter of synopsis provided by the University.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to rename West Caspari Hall the Student Services Center.
April 2, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 North Third Street, 7-300
Baton Rouge, LA 70802

Re: Official Naming of Student Services Center and Caspari Hall

Dear Dr. Moffett:

Northwestern State University is requesting the following be placed on the agenda for approval at the April 2012 Board meeting:

- Name the replacement of West Caspari Hall – Student Services Center
- Rename East Caspari Hall back to original name – Caspari Hall

Thank you very much for your consideration.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
Executive Summary

The University is requesting UL-System Board approval to rename the replacement for West Caspari Hall the “Student Services Center”.

The West Caspari Hall (State ID # 08194) was originally built in 1959 as a three story Men’s Dormitory and had a square footage of 18,561. It is part of a Capital Outlay Project # 19-631-05B-0, in which Facility Planning and Control had determined that it would be best to replace the facility instead of renovate existing building. The facility was torn down in 2008 and a new 32,000 square foot three story building will now sit where West Caspari once stood. The new facility will replace West Caspari Hall and bear its same State ID number #08194. It will house the offices of: Student Life, Recruiting, Admissions, Dean of Students, Scholarships, Financial Aid, Registrar, Student Accounting, One Card Services, Bursar and other student services. Building is nearing completion and is scheduled to be occupied in April of 2012.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 24, 2012

Item H.6. Northwestern State University’s request for approval to rename East Caspari Hall to the original name of Caspari Hall.

EXECUTIVE SUMMARY

The University is requesting rename the East Caspari Hall to the original name of “Caspari Hall.”

East Caspari Hall was originally built in 1939 as a two-story Men’s Dormitory and has a square footage of 11,272. It is built as a Federal WPA project and when opened was originally named Caspari Hall. It was renamed East Caspari Hall in 1959 when its adjoining partner, West Caspari Hall, was built as an additional Men’s Dormitory. It is part of a Capital Outlay project in which FP&C will renovate as a three-story Administrative Office Building and will grow to approximately 17,500 square feet. A third floor will be added and the facility will house the following offices: Dean of Arts, Letters and Graduate Studies, The Graduate School, Office of Internal Audit, Office of Assessment, Planning and EEO, Office of the Provost and Vice President for Academic and Student Affairs, and the Office of the President. The facility is scheduled to be completed and occupied in early 2013.

Please refer to the attached letter of synopsis provided by the University.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to rename East Caspari Hall to the original name of Caspari Hall.
April 2, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 North Third Street, 7-300
Baton Rouge, LA 70802

Re: Official Naming of Student Services Center and Caspari Hall

Dear Dr. Moffett:

Northwestern State University is requesting the following be placed on the agenda for approval at the April 2012 Board meeting:

- Name the replacement of West Caspari Hall – Student Services Center
- Rename East Caspari Hall back to original name – Caspari Hall

Thank you very much for your consideration.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
Executive Summary

The University is requesting UL-System Board approval to rename East Caspari Hall back to its original name of “Caspari Hall”.

The East Caspari Hall (State ID # 08142) was originally built in 1939 as a two story Men’s Dormitory and has a square footage of 11,272. It was built as a Federal WPA project and was originally named Caspari Hall when opened. It was renamed East Caspari Hall in 1959 when its adjoining partner, West Caspari Hall, was built an additional Men’s Dormitory. It is part of a Capital Outlay Project # 19-631-05B-0, in which Facility Planning and Control will renovate as a three story Administrative Office Building and will grow to approximately 17,500 square feet. A third floor will be added and the facility will house the following offices: Dean of Arts, Letters and Graduate Studies, The Graduate School, Office of Internal Audit, Office of Assessment, Planning and EEO, Office of the Provost and Vice President for Academic and Student Affairs, and the Office of the President. The facility is scheduled to be completed and occupied in early 2013.
Item H.7. Northwestern State University’s request for approval to demolish the Married Student Housing Complex located on the main campus.

EXECUTIVE SUMMARY

The University is requesting Board approval to demolish Married Student Housing located on the main campus. This Facility consists of seven (7) individual buildings that are in a deteriorating condition and costs to renovate the facilities would be prohibitive. Currently there are a total of thirty-seven (37) units, ten of which are condemned, three (3) that are vacant, and twenty-four (24) that are currently rented. Student Services is working on a plan to work with students on their housing options either with Campus Living Villages as well as other off campus options. These units will remain occupied until the end of the summer 2012 session and will not be re-leased for the fall 2012 Semester. Once demolition is completed, the space will return to green space. The estimate from the engineer to abate and demolish these facilities is estimated to be $193,200 to be paid from campus Systems Revenue.

Married Student Housing Complex
(State I.D. S08151, S08152, S08170, S08169, S08184, S08168, and S08187)

Senate District #31
House District #23

Please refer to the attached summary and photos describing and depicting the buildings.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to demolish the Married Student Housing Complex located on the main campus.

BE IT FURTHER RESOLVED, that Northwestern State University shall obtain final reviews from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents, and administrative requirements.

AND FURTHER, that Northwestern State University will provide System office with copies of all final executed documents for Board file.
April 4, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 North Third Street, 7-300
Baton Rouge, LA 70802

Re: Demolition of Married Student Housing – Natchitoches Campus

Dear Dr. Moffett:

Northwestern State University is requesting permission to demolish the Married Student Housing units on the Natchitoches Campus due to their deteriorating condition. The costs to renovate the facilities would be prohibitive.

Enclosed you will find the VFA condition asset detail reports of all seven of these units as well as photos and the preliminary program for these facilities. Also included is the estimate from the engineer to abate and demolish the facilities.

Please place the Demolition of Married Student Housing on the agenda for approval at the April 2012 Board of Supervisors meeting.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
March 8, 2012

Dr. Randall J. Webb
President
Northwestern State University of LA
Central Avenue
Natchitoches, LA 71497

Dr. Webb,

I met with a committee consisted of Dr. Chris Maggio, Dr. Marcus Jones, Ms. Jennifer Kelly, Ms. Stephanie Dyjack, Ms. Frances Conine, and Mr. Robert Crew, in reference to the Married Student Housing Units on Campus this morning at 10am. It was determined that we needed to get out of the housing business completely and that due to the deteriorating conditions of these units, we should seek to tear them down and help our students seek alternative housing.

We currently have 37 units, ten of those are condemned, three are vacant and 24 are currently rented. Student Services is working on a plan to work with students on their housing options either with Campus Living as well as other off campus options. These units will remain occupied until the end of the Summer of 2012 session and will not be re-leased for the Fall 2012 Semester. It will take us approximately 120 days to get the approvals in place for demolition from the UL-System and FP&C. If the process is started now, we should be able to begin and return the space to green space beginning Fall of 2012.

Enclosed you shall find the VFA condition asset detail reports for all seven of these units as well as photos and a preliminary program for these facilities scheduled for demolition.

Please also note the estimate from the engineer to abate and demolish these facilities. I will also file the necessary Vacancy permits with the Office of Risk Management. Carl has confirmed that there is ample funding available in Systems for the demolition of these units.

I am asking to officially request that we ask the UL-System Board for permission to demolish the Married Student Housing Complex; State ID #08151, #08152, #08170, #08169, #08184, #08168, and #08187 for the April 2012 meeting.

Please advise if further info is needed at this time. Thank you for your time and consideration with this request.

Respectfully yours,

Chuck Bourg, EMC
Director of Physical Plant
Northwestern State University of LA

Member of the University of Louisiana System
Preliminary Program
For Demolition of
Married Student Housing Complex State ID #08151, #08152,
#08170, #08169, #08184, #08168 and #08187
Northwestern State University of Louisiana

Description of Scope of Work:

A. Description of Facility for Demolition:

1. Seven individual units, totaling 31,587 square feet. Average unit approximately
   4600 square feet.
2. Constructed in phases between 1962 and 1966
3. Standard Building Code, Chapter Six, classified at Type IV with residential
   Occupancy via the Standard Building Code, Section 311, Group R2
4. Each Building consists of slab on grade system, substructure and wood framing
   on brick walls, aluminum sliding glass windows with single pane glazing, single
   wood hinged doors with knob type hardware, asphalt shingle roof, not equipped
   with scupper and down spouts. Heated by gas fired wall mounted hot air furnaces
   and cooled by window air conditioning units.

B. Justification of Demolition:

1. Units are deteriorating in most areas including windows doors walls and roof system.
2. Of the 37 units, 10 are condemned as un-occupied, 3 are vacant, and 24 are leased.
3. Mechanical and Electrical systems are deteriorated and propose a hazard to students.
4. With new 3rd party residence halls being completed, older residence halls are obsolete
   and vacant.
5. Units are also not ADA compliant to the current code and standards.
6. Buildings are cost prohibitive to renovate and make re-usable, in order to provide the
   services needed for today’s student. The University is in receipt of reports from
   Architect and Engineer validates this claim.

C. Abatement of Hazardous Materials:

1. 9’ x 9’ floor tile and mastic.
D. Demolition:

1. Tear down each unit (7) – 31,587 total square feet.
2. Parking areas would be removed and converted back to green space.
3. Preservation of large oak trees and other green space items.

E. TIMEFRAME:

1. Abatement of Hazardous Materials – 4 weeks or 30 days
2. Demolition of Facility – 12 weeks or 90 days
3. Preparation of green space – 4 weeks or 30 days

F. COST: Estimated cost is as follows:

$ 66,000.00 Abatement of Hazardous Materials

$ 95,000.00 Demolition

$161,000.00 Total Estimated Construction Cost

$ 16,100.00 10% Contingency

$ 16,100.00 10% Planning & Engineering

$193,200.00 Estimated Total Cost
Item H.8. Northwestern State University’s request for approval to rename Loft Theatre the Jack Wann Theatre in honor of Dr. Jack Wann.

EXECUTIVE SUMMARY

The University is requesting approval to rename Loft Theatre in honor of Dr. Jack Wann. Loft Theatre is in the Fine Arts Building where theatre productions and other programs are presented. Dr. Wann, who retired from NSU in 2003 after 12 years as Artistic Director and Coordinator of the Theatre, spearheaded the development of one of the most prominent and respected theatre programs in the South during his tenure at NSU.

NSU gained accreditation from the National Association of Schools of Theatre when Dr. Wann headed the theatre program. He was named Professor Emeritus upon his retirement, and the Jack Wann Scholarship in Theatre was established in his honor at NSU. He remains active in the theatre profession and returns to conduct workshops and other programs to enhance the University’s theatre program.

The head of the School of Creative and Performing Arts and other faculty in the school felt it appropriate to name the theatre in honor of Dr. Wann.

Please refer to the attached letter of synopsis provided by the University.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request to rename Loft Theatre the Jack Wann Theatre in honor of Dr. Jack Wann.
April 4, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 North Third Street, 7-300
Baton Rouge, LA 70802

Re: Request to Rename Loft Theatre in Honor of Dr. Jack Wann

Dear Dr. Moffett:

Northwestern State University is submitting the attached Request to Rename the Loft Theatre in Honor of Dr. Jack Wann to be placed on the agenda for approval at the April 2012 Board meeting.

Thank you very much for your consideration.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
April 4, 2012

Dr. Randy Moffett, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Moffett:

This is to request University of Louisiana System staff and board approval of a proposal by faculty in the School of Creative and Performing Arts to name the Loft Theatre on the Northwestern campus the Jack Wann Theatre in honor of a former professor and theatre director at the University.

Dr. Jack Wann, who retired from Northwestern in 2003 after 13 years as Artistic Director and Coordinator of Theatre, spearheaded the development of one of the most prominent and respected theatre programs in the south during his tenure at NSU.

Northwestern gained accreditation from the National Association of Schools of Theatre when Dr. Wann headed the theatre program. More than 40 of his students worked in summer stock companies, and a number of those former students are still involved in the theatre profession.

He was named Professor Emeritus upon his retirement, and the Jack Wann Scholarship in Theatre was established at Northwestern in his honor.

Dr. Wann has remained active in the theatre profession, and he returns to Northwestern frequently to conduct workshops and other programs to enhance the University’s theatre program.

Theatre productions and other programs are presented in the Loft Theatre in the Fine Arts Building at Northwestern. The head of the School of Creative and Performing Arts and other faculty in the school feel that it would be appropriate to name the theatre, which is under renovation and will become a state of the art acting and movement laboratory theatre, in honor of Dr. Wann. I concur with their recommendation.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

A Member of the University of Louisiana System
Item H.9. Southeastern Louisiana University’s request for approval of a second amendment to the Ground and Building Lease Agreement between the Board of Supervisors for the University of Louisiana System and University Facilities, Inc. for the 2004 Bond Series.

EXECUTIVE SUMMARY

The Board entered into a Ground and Buildings Lease Agreement with University Facilities, Inc., on August 1, 2004 to refinance prior debt and demolish certain existing facilities and to renovate, develop, and construct student housing and related facilities. The agreement included the full renovation of Cardinal Newman Hall. The Cardinal Newman Project was removed from the Ground Lease by the First Amendment to the Ground Lease in 2007 because it was not feasible to complete the Cardinal Newman Project at the time. The University has encountered a need for additional student housing over the last few years and intends to return Cardinal Newman Hall to a residential facility, adding 96 beds to offset demand. Therefore, the University seeks approval of the Board to add the Cardinal Newman Project back to the Ground Lease so that it may be financed with proceeds of the bonds remaining in the project fund. The estimated cost to renovate 23,155 square feet is $633,605, which will be paid from the remaining bond proceeds.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval of a second amendment to the Ground and Building Lease Agreement between the Board of Supervisors for the University of Louisiana System and University Facilities, Inc. for the 2004 Bond Series

BE IT FURTHER RESOLVED, that System President and/or President of Southeastern Louisiana University are/is hereby designated and authorized to execute any and all documents necessary to execute said lease agreement.

AND FURTHER, that UL System staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
April 4, 2012

Dr. Randy Moffett, President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Re: Amendment to Ground and Buildings Lease Agreement for the 2004 Bond Series

Dear Dr. Moffett:

Southeastern Louisiana University is requesting to place on the Board Agenda for its April 24, 2012 meeting, the approval of a second amendment to the Ground and Buildings Lease Agreement between the Board of Supervisors for the University of Louisiana System and University Facilities, Inc. for the 2004 Bond Series.

The Board entered into a Ground and Buildings Lease Agreement with UFI on August 1, 2004, to refinance prior debt and demolish certain existing facilities and to renovate, develop and construct student housing and related facilities. This agreement included the full renovation of Cardinal Newman Hall. The Cardinal Newman Project was removed from the Ground Lease by the First Amendment to Ground Lease in 2007, because it was not feasible to complete the Cardinal Newman Project at that time. Southeastern has encountered a need for additional student housing over the last few years and thus feels it is now necessary to renovate Cardinal Newman Hall. Therefore, Southeastern seeks approval of the Board to add the Cardinal Newman Project back to the Ground Lease so that it may be financed with proceeds of the Bonds remaining in the Project Fund.

If additional information is required, please do not hesitate to call.

Sincerely,

[Signature]

John L. Crain  
President

Attachments
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

The following resolution was offered upon motion by ________________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A SECOND AMENDMENT TO GROUND AND BUILDING LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF A PORTION OF THE SOUTHEASTERN LOUISIANA UNIVERSITY CAMPUS TO UNIVERSITY FACILITIES, INC. AND THE DEMOLITION AND/OR CONSTRUCTION OF NEW STUDENT HOUSING AND RELATED FACILITIES THEREON; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the “Board”) has, pursuant to La. R.S. 17:3361 through 17:3365 (the “Act”), and other constitutional and statutory authority supplemental thereto, leased a portion of the campus of Southeastern Louisiana University (the “University”) to University Facilities, Inc. (the “Corporation”) in order to enable the Corporation to demolish outmoded facilities and construct thereon new student housing and related facilities for the students of the University (the “Facilities”); and

WHEREAS, the Corporation has financed the construction of the Facilities using the proceeds of bonds (the “Bonds”) issued by Louisiana Local Government Environmental Facilities and Community Development Authority;

WHEREAS, in connection therewith, the Board has authorized and entered into (a) an Amendment to the Ground and Building Lease Agreement by and between the Board and the Corporation dated as of August 1, 2004 (the “Original Ground Lease”), as amended by a First Amendment to the Ground and Building Lease Agreement by and between the Board and the Corporation dated as of March 1, 2007 (the “First Amendment to Ground Lease and, together with the Original Ground Lease, the “Existing Ground Lease”); and (b) an amendment to the Agreement to Lease with Option to Purchase by and between the Board and the Corporation dated as of August 1, 2004 (the “Original Facilities Lease”), as amended by a First Amendment to Agreement to Lease with Option to Purchase by and between the Board and the Corporation dated as of March 1, 2007 (the “First Amendment to Facilities Lease” and, together with the Original Facilities Lease, the “Existing Facilities Lease”) all relative to the lease and lease-back of a portion of the University’s campus to the Corporation for construction or demolition and reconstruction of new Facilities on the main campus of the University (the “Project”); and
WHEREAS, the Original Ground Lease and the Original Facilities Lease included the renovation of Cardinal Newman Hall on the list of projects to be financed with the proceeds of the Bonds;

WHEREAS, at the time of the execution of the First Amendment to Ground Lease and the First Amendment to Facilities Lease, the description of Facilities was amended to exclude the renovation of Cardinal Newman Hall from the list of projects to be financed with the Bonds as it was determined by the University and the Board that it was not feasible to renovate Cardinal Newman Hall at that time;

WHEREAS, the University and the Board have now determined that it is feasible to proceed with the renovation Cardinal Newman Hall as contemplated by the Original Ground Lease and Original Facilities Lease;

WHEREAS, the Board now desires to amend the Existing Ground Lease and the Existing Facilities Lease to add the renovation of Cardinal Newman Hall back to the list of projects allowed to be financed with the proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System, as follows:

SECTION 1. The Second Amendment to Ground and Building Lease Agreement and the Second Amendment to Agreement Lease with Option to Purchase, in substantially the forms attached hereto as Exhibit A and Exhibit B, respectively, subject to such changes as may be approved by bond counsel and counsel to the Board are hereby approved.

SECTION 2. The Chairman, Vice Chairman, Secretary of the Board, the System President or the President of the University shall be authorized to execute the Second Amendments to the Ground Lease and the Facilities Lease attached hereto as Exhibits A and B, and any certificates, documents or other items necessary therefor, subject to approval by the bond insurer of the above-referenced bonds prior thereto.

SECTION 3. This resolution shall take effect immediately.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 24th day of April, 2012.
****
(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

__________________________________________
Chairman

__________________________________________
Secretary
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

I, the undersigned Secretary/System President to the Board of Supervisors for the University of Louisiana System (the “Board”) do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Board on April 24, 2012 approving the form and authorizing the execution of a Second Amendment to Ground and Building Lease Agreement and Second Amendment to Agreement to Lease with Option to Purchase in connection with the lease and lease-back of a portion of the Southeastern Louisiana University campus to University Facilities, Inc. and the demolition and/or construction of new student housing facilities thereon; and providing for other matters in connection therewith was duly adopted by the Board at a meeting duly called, noticed and held and at which meeting a quorum was present and voting.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said Board on this, the _____ day of April, 2012.

____________________________
Secretary/System President

[SEAL]
SECOND AMENDMENT TO GROUND AND BUILDINGS LEASE AGREEMENT

by and between

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

and

UNIVERSITY FACILITIES, INC.

dated as of __________, 2012

relative to

$60,985,000
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (SOUTHEASTERN LOUISIANA UNIVERSITY STUDENT HOUSING/UNIVERSITY FACILITIES, INC. PROJECT) SERIES 2004A

$15,000,000
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (SOUTHEASTERN LOUISIANA UNIVERSITY STUDENT HOUSING/UNIVERSITY FACILITIES, INC. PROJECT) SERIES 2004B

$925,000
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (SOUTHEASTERN LOUISIANA UNIVERSITY STUDENT HOUSING/UNIVERSITY FACILITIES, INC. PROJECT) SERIES 2004C

AND

$5,545,000
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (SOUTHEASTERN LOUISIANA UNIVERSITY STUDENT HOUSING/UNIVERSITY FACILITIES, INC.: PHASE FOUR PARKING PROJECT) SERIES 2007A

$2,490,000
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY REVENUE BONDS (SOUTHEASTERN LOUISIANA UNIVERSITY STUDENT HOUSING/UNIVERSITY FACILITIES, INC.: PHASE FOUR PARKING PROJECT) SERIES 2007B
SECOND AMENDMENT TO GROUND AND BUILDINGS LEASE AGREEMENT

This SECOND AMENDMENT TO GROUND AND BUILDINGS LEASE AGREEMENT (this “Second Amendment”) is made and entered into effective as of ________, 2012, by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana (the “Board”), acting herein on behalf of Southeastern Louisiana University (the “University”), which Board is represented herein by __________, __________ of the University, duly authorized, and UNIVERSITY FACILITIES, INC., a Louisiana non-profit corporation represented herein by __________, its Chairperson, (the “Corporation”).

WITNESSETH:

WHEREAS, the Board entered into a Ground and Buildings Lease Agreement with the Corporation dated as of August 1, 2004 (the “Original Ground Lease”), which was amended by a First Amendment to Ground and Buildings Lease Agreement between the Board and the Corporation, dated as of March 1, 2007 (the “First Amendment to Ground Lease” and, together with the Original Ground Lease, the “Ground Lease”);

WHEREAS, pursuant to the Ground Lease and pursuant to La. R.S. 17:3361 through 17:3366, as amended, the Board leased certain property (the “Property”) to the Corporation and the Corporation agreed to provide capital improvements for furthering the educational, scientific, research or public service functions of the Board, which capital improvements were leased back to the Board by virtue of that certain Agreement to Lease with an Option to Purchase dated as of August 1, 2004 (the “Original Facilities Lease”), between the Board and the Corporation, as amended by that certain First Amendment to Agreement to Lease with Option to Purchase, between the Corporation and the Board, dated as of March 1, 2007 (the “First Amendment to Facilities Lease” and, together with the Original Facilities Lease, the “Facilities Lease”);

WHEREAS, pursuant to a Trust Indenture between the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Issuer”) and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (the “Trustee”), dated as of August 1, 2004 (the “Indenture”) and a Loan and Assignment Agreement dated as of August 1, 2004 (the “Loan Agreement”), between the Issuer and the Corporation, the Issuer issued and loaned to the Corporation the proceeds from the sale of the Issuer’s $60,985,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Southeastern Louisiana University Student Housing/University Facilities, Inc. Project) Series 2004A (the “Series 2004A Bonds”), $15,000,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Southeastern Louisiana University Student Housing/University Facilities, Inc. Project) Series 2004B (the “Series 2004B Bonds”) and $925,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Taxable Revenue Bonds (Southeastern Louisiana University Student Housing/University Facilities, Inc. Project) Series 2004C (the “Series 2004C Bonds” and, together with the Series 2004A Bonds, the Series 2004B Bonds and any Additional Bonds, the “Bonds”);
WHEREAS, the proceeds of the Bonds were used to provide funds for the purpose of enabling the Board, on behalf of the University, to (i) refinance prior debt, (ii) demolish certain existing facilities and renovating, developing and constructing student housing and related facilities (the “Facilities”), (iii) funding the costs of marketing the Facilities; (iv) providing working capital for the Facilities, (v) funding a deposit to a Debt Service Reserve Fund, (vi) paying capitalized interest on the Bonds; (vii) funding a deposit to the Replacement Fund; and (viii) paying costs of issuance of the Bonds, including the premium for any bond insurance policy insuring the Bonds;

WHEREAS, the full renovation of a building on the campus of the University known as Cardinal Newman Hall (the “Cardinal Newman Project”) was included in the description of the Facilities to be constructed or renovated with the proceeds of the Bond which was attached as Exhibit D to the Ground Lease;

WHEREAS, the Cardinal Newman Project was removed from the Ground Lease by the First Amendment to Ground Lease in 2007, because it was not feasible to complete the Cardinal Newman Project at that time;

WHEREAS, it is now feasible to complete the Cardinal Newman Project and the Board desires to add the Cardinal Newman Project back to the Ground Lease so that it may be financed with proceeds of the Bonds remaining in the Project Fund;

WHEREAS, Section 18.31 of the Ground Lease grants the Board the right to amend the Ground Lease;

WHEREAS, the Board desires to amend the Ground Lease in order to amend and replace in its entirety the description of the Facilities, attached as Exhibit D to the Ground Lease; and

WHEREAS, Section 8.03 of the Loan Agreement requires the written consent of MBIA Insurance Corporation, bond insurer for the Bonds (the “Bond Insurer”), to amend the Ground Lease in order to amend and replace Exhibit D to the Ground Lease in its entirety, and the Bond Insurer has consented as referenced in the Consent of Bond Insurer dated __________, 2012 and recorded in the Office of the Clerk and Register of Conveyances of Tangipahoa Parish, State of Louisiana, on __________, 2012 in CB __________, Page __________, Instrument No. ________________.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE 1
AMENDMENT TO GROUND AND BUILDINGS LEASE

Section 1.1 Amendment and Restatement of Exhibit D of the Ground Lease. Exhibit D to the Ground Lease is hereby deleted, and the “Revised Exhibit D” attached to this Second Amendment is hereby substituted therefor.
ARTICLE 2
MISCELLANEOUS

Section 2.1 Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Ground Lease.

Section 2.2 Effect on the Agreement. This Second Amendment shall amend and supersede the Ground Lease to the extent of the terms hereof. The Ground Lease, except as amended and superseded hereby, is and shall remain in full force and effect. In the event of a conflict of the terms of this Second Amendment and the Ground Lease, the terms of this Second Amendment shall control.

Section 2.3 Applicable Law. This Second Amendment shall be construed in accordance with and governed for all purposes by the laws of the State of Louisiana without giving effect to the principal of conflict of laws thereof.

Section 2.4 Counterparts. This Second Amendment may be executed in multiple counterparts, each of which, when considered with the others, shall constitute a complete Second Amendment.

Section 2.5 Recordation of Amendment. This Second Amendment shall be recorded in the Conveyance Records of the Parish of Tangipahoa, State of Louisiana, and the parties hereto specifically authorize and request the Clerk of Court and Register of Conveyances in and for the Parish of Lafourche, State of Louisiana, to make mention of this Second Amendment in the margin of the records of the Memorandum of Ground Lease at Instrument No. _______, CB _______, page ______.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
PARISH OF TANGIPAHOA

STATE OF LOUISIANA

IN WITNESS WHEREOF, the undersigned representative has executed this Lease on behalf of the Board of Supervisors for the University of Louisiana System in ________, Louisiana on the ____ day of __________, 2012.

WITNESSES: BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

Print Name: __________________________

By: __________________________

Name: __________________________

Title: __________________________

Print Name: __________________________

Name: __________________________

Title: __________________________

______________________________

NOTARY PUBLIC

PRINTED NAME: __________________________

NOTARY ID NUMBER: __________________________

MY COMMISSION EXPIRES: __________________________
PARISH OF TANGIPAHOA

STATE OF LOUISIANA

IN WITNESS WHEREOF, the undersigned representative has executed this Lease on behalf of University Facilities, Inc., in ______________, Louisiana on the ___ day of ____________, 2012.

WITNESSES: 

Print Name: __________________________

PRINTED NAME: __________________________

NOTARY ID NUMBER: __________________________

MY COMMISSION EXPIRES: __________________________

Print Name: __________________________

By: __________________________

Name:

Title:
SECOND AMENDMENT TO 
AGREEMENT TO LEASE WITH OPTION TO PURCHASE 

by and between 

UNIVERSITY FACILITIES, INC. 

and 

BOARD OF SUPERVISORS FOR 
THE UNIVERSITY OF LOUISIANA SYSTEM, 

dated as of __________, 2012 

relative to 

$60,985,000 
LOUISIANA LOCAL GOVERNMENT 
ENVIRONMENTAL FACILITIES AND 
COMMUNITY DEVELOPMENT AUTHORITY 
REVENUE BONDS (SOUTHEASTERN LOUISIANA 
UNIVERSITY STUDENT 
HOUSING/UNIVERSITY FACILITIES, INC. 
PROJECT) SERIES 2004A 

$15,000,000 
LOUISIANA LOCAL GOVERNMENT 
ENVIRONMENTAL FACILITIES AND 
COMMUNITY DEVELOPMENT AUTHORITY 
REVENUE BONDS (SOUTHEASTERN LOUISIANA 
UNIVERSITY STUDENT 
HOUSING/UNIVERSITY FACILITIES, INC. 
PROJECT) SERIES 2004B 

$925,000 
LOUISIANA LOCAL GOVERNMENT 
ENVIRONMENTAL FACILITIES AND COMMUNITY 
DEVELOPMENT AUTHORITY REVENUE BONDS 
(SOUTHEASTERN LOUISIANA UNIVERSITY STUDENT 
HOUSING/UNIVERSITY FACILITIES, INC. PROJECT) 
SERIES 2004C 

AND 

$5,545,000 
LOUISIANA LOCAL GOVERNMENT 
ENVIRONMENTAL FACILITIES AND 
COMMUNITY DEVELOPMENT AUTHORITY 
REVENUE BONDS (SOUTHEASTERN LOUISIANA 
UNIVERSITY STUDENT HOUSING/ 
UNIVERSITY FACILITIES, INC.: PHASE FOUR 
PARKING PROJECT) 
SERIES 2007A 

$2,490,000 
LOUISIANA LOCAL GOVERNMENT 
ENVIRONMENTAL FACILITIES AND 
COMMUNITY DEVELOPMENT AUTHORITY 
REVENUE BONDS (SOUTHEASTERN LOUISIANA 
UNIVERSITY STUDENT HOUSING/ 
UNIVERSITY FACILITIES, INC.: PHASE FOUR 
PARKING PROJECT) 
SERIES 2007B
SECOND AMENDMENT TO AGREEMENT TO LEASE WITH OPTION TO PURCHASE

This SECOND AMENDMENT TO AGREEMENT TO LEASE WITH OPTION TO PURCHASE (this "Second Amendment") is made and entered into effective as of __________, 2012, by and between UNIVERSITY FACILITIES, INC., a Louisiana non-profit corporation represented herein by its Chairperson, __________ (the "Corporation") and the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (the "Board"), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of Southeastern Louisiana University (the "University"), which Board is represented herein by __________, __________ of the University, duly authorized.

WITNESSETH:

WHEREAS, the Board entered into a Ground and Buildings Lease Agreement with the Corporation dated as of August 1, 2004 (the "Original Ground Lease"), which was amended by a First Amendment to Ground and Buildings Lease Agreement between the Board and the Corporation, dated as of March 1, 2007 (the "First Amendment to Ground Lease" and, together with the Original Ground Lease, the "Ground Lease");

WHEREAS, pursuant to the Ground Lease and pursuant to La. R.S. 17:3361 through 17:3366, as amended, the Board leased certain property (the "Property") to the Corporation and the Corporation agreed to provide capital improvements for furthering the educational, scientific, research or public service functions of the Board, which capital improvements were leased back to the Board by virtue of that certain Agreement to Lease with an Option to Purchase dated as of August 1, 2004, between the Board and the Corporation (the "Original Facilities Lease"), as amended by that certain First Amendment to Agreement to Lease with Option to Purchase, between the Corporation and the Board, dated as of March 1, 2007 (the "First Amendment to Facilities Lease" and, together with the Original Facilities Lease, the "Facilities Lease");

WHEREAS, pursuant to a Trust Indenture between the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A. (the "Trustee"), dated as of August 1, 2004 (the "Indenture") and a Loan and Assignment Agreement dated as of August 1, 2004 (the "Loan Agreement"), between the Issuer and the Corporation, the Issuer issued and loaned to the Corporation the proceeds from the sale of the Issuer’s $60,985,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Southeastern Louisiana University Student Housing/University Facilities, Inc. Project) Series 2004A (the "Series 2004A Bonds"), $15,000,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Revenue Bonds (Southeastern Louisiana University Student Housing/University Facilities, Inc. Project) Series 2004B (the "Series 2004B Bonds") and $925,000 aggregate principal amount of Louisiana Local Government Environmental Facilities and Community Development Authority Taxable Revenue Bonds (Southeastern Louisiana University Student Housing/University Facilities, Inc. Project) Series 2004C (the "Series 2004C Bonds" and, together with the Series 2004A Bonds, the Series 2004B Bonds and any Additional Bonds, the "Bonds");
WHEREAS, the proceeds of the Bonds were used to provide funds for the purpose of enabling the Board, on behalf of the University, to (i) refinance prior debt, (ii) demolish certain existing facilities and renovating, developing and constructing student housing and related facilities (the "Facilities"), (iii) funding the costs of marketing the Facilities; (iv) providing working capital for the Facilities, (v) funding a deposit to a Debt Service Reserve Fund. (vi) paying capitalized interest on the Bonds; (vii) funding a deposit to the Replacement Fund; and (viii) paying costs of issuance of the Bonds, including the premium for any bond insurance policy insuring the Bonds;

WHEREAS, the full renovation of a building on the campus of the University known as Cardinal Newman Hall (the "Cardinal Newman Project") was included in the description of the Facilities to be constructed or renovated with the proceeds of the Bond which was attached as Exhibit A to the Facilities Lease;

WHEREAS, the Cardinal Newman Project was removed from the Facilities Lease by the First Amendment to Facilities Lease in 2007, because it was not feasible to complete the Cardinal Newman Project at that time;

WHEREAS, it is now feasible to complete the Cardinal Newman Project and the Board desires to add the Cardinal Newman Project back to the Facilities Lease so that it may be financed with proceeds of the Bonds remaining in the Project Fund;

WHEREAS, Section 31 of the Facilities Lease grants the Board the right to amend the Facilities Lease;

WHEREAS, the Board desires to amend the Facilities Lease in order to amend and replace in its entirety the description of the Facilities, attached as Exhibit A to the Facilities Lease; and

WHEREAS, Section 8.03 of the Loan Agreement requires the written consent of MBIA Insurance Corporation, bond insurer for the Bonds (the "Bond Insurer"), to amend the Facilities Lease in order to amend and replace Exhibit A to the Facilities Lease in its entirety, and the Bond Insurer has consented as referenced in the Consent of Bond Insurer dated __________, 2012 and recorded in the Office of the Clerk and Register of Conveyances of Tangipahoa Parish, State of Louisiana, on __________, 2012 in CB ________, Page _____, Instrument No. ______________.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

ARTICLE 1
AMENDMENT TO AGREEMENT TO LEASE WITH OPTION TO PURCHASE

Section 1.1 Exhibit A of the Facilities Lease, Exhibit A to the Facilities Lease is hereby deleted, and the "Revised Exhibit A" attached to this Second Amendment is hereby substituted therefor.
ARTICLE 2
MISCELLANEOUS

Section 2.1 Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Facilities Lease.

Section 2.2 Effect on the Agreement. This Second Amendment shall amend and supersede the Facilities Lease to the extent of the terms hereof. The Facilities Lease, except as amended and superseded hereby, is and shall remain in full force and effect. In the event of a conflict of the terms of this Second Amendment and the Facilities Lease, the terms of this Second Amendment shall control.

Section 2.3 Applicable Law. This Second Amendment shall be construed in accordance with and governed for all purposes by the laws of the State of Louisiana without giving effect to the principal of conflict of laws thereof.

Section 2.4 Counterparts. This Second Amendment may be executed in multiple counterparts, each of which, when considered with the others, shall constitute a complete Second Amendment.

Section 2.5 Recordation of Amendment. This Second Amendment shall be recorded in the Conveyance Records of the Parish of Tangipahoa, State of Louisiana, and the parties hereto specifically authorize and request the Clerk of Court and Register of Conveyances in and for the Parish of Tangipahoa, State of Louisiana, to make mention of this Second Amendment in the margin of the records of the Memorandum of Facilities Lease at Instrument No. ________, CB ____, page ____.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
STATE OF LOUISIANA

PARISH OF TANGIPAHOA

IN WITNESS WHEREOF, the undersigned representative has executed this Lease on behalf of University Facilities, Inc., in ______________, Louisiana on the ____ day of __________, 2012.

WITNESSES:

Print Name: __________________________________________

Print Name: __________________________________________

 By: ________________________________________________
      Name: __________________________________________
      Title: __________________________________________

______________________________
NOTARY PUBLIC

PRINTED NAME: ______________________________________

NOTARY ID NUMBER: _________________________________

MY COMMISSION EXPIRES: ____________________________
PARISH OF TANGIPAHOA

STATE OF LOUISIANA

IN WITNESS WHEREOF, the undersigned representative has executed this Lease on behalf of the Board of Supervisors for the University of Louisiana System in ____________, Louisiana on the ____ day of _____, 2012.

WITNESSES: 

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

Print Name: ___________________________

By: ___________________________
Name: ___________________________
Title: ___________________________

Print Name: ___________________________

NOTARY PUBLIC

PRINTED NAME: ___________________________
NOTARY ID NUMBER: ___________________________
MY COMMISSION EXPIRES: ___________________________
DESCRIPTION OF FACILITIES

Phase One

Phase One of the housing development is comprised of two primary elements:

1. Hazardous material abatement and demolition of the following existing residence halls:
   (a) Holloway Smith Hall (to occur March, 2004)
   (b) Hammond Hall (to occur March, 2004)
   (c) Carter Harris Hall (to occur May / June, 2004)

2. Construction of a new residence hall ("Residence Hall I") to provide approximately seven hundred fourteen (714) student beds in a mix of private and shared occupancy suites (scheduled to open January, 2005)

The total scope has yet to be determined. It is anticipated that the project shall include: (1) removal of existing built-in furniture; (2) renovation of the building to bring the facility up to code compliance; (3) installation of life-safety equipment; (4) provision of modern amenities (power, cable television, data) to each student bed; and provision of extensive interior and exterior cosmetic improvements to the facility.

Construction of Residence Hall I (169,032 square feet)

Residence Hall I shall be comprised of four wood-frame buildings with partial brick and hardi-plank exteriors. There shall be approximately three hundred sixty-four (357) units of two-bedroom / one-bathroom suites configured for private and shared occupancy, yielding a total of approximately seven hundred twenty-eight (714) beds. One hundred seventy-nine (179) of the units are designed for private occupancy (358 total beds) and one hundred seventy-eight (178) of the units are designed for shared occupancy (356 total beds). Additionally, the Residence Hall I phase shall include a common area laundry facility in two of the buildings and resident manager units in two of the buildings. In each building, community meeting rooms and tenant mail facilities shall be provided.

The first phase of development includes a park at the main entrance and an approximately 2,000 square feet maintenance facility for use by the property manager. Residence Hall 1 is scheduled for completion by January 1, 2005.

Phase Two

Phase Two of the housing development is comprised of:

1. Construction of a new residence hall ("Residence Hall II") to provide approximately eight hundred (800) student beds in a mix of private and shared occupancy suites (scheduled to open August, 2005).
2. Hazardous materials abatement and demolition of Lee Hall.

3. Full renovation of the existing Cardinal Newman Hall.

**Construction of Residence Hall II (185,616 square feet)**

Residence Hall II shall be comprised of four wood-frame buildings with partial brick and hardi-plank exteriors. There shall be approximately four hundred (400) units of housing configured in two-bedroom / one-bathroom suites for private and shared occupancy, yielding a total of approximately eight hundred (800) beds. Ninety-two (92) of the units (184 total beds) are designed for private occupancy and three hundred eight (308) of the units (616 total beds) are designed for shared occupancy. Additionally, the Residence Hall II phase shall include one laundry facility and one resident manager unit in one of the buildings. In each building, community meeting rooms and tenant mail facilities shall be provided. The second phase of development includes relocation of the campus police facility into one of the buildings, along with office / meeting space for the property manager. Residence Hall II is scheduled for completion by August 1, 2005.

Residence Hall II unit mix and design is subject to further revision based upon University input.

**Phase Three**

Phase Three of the housing development is comprised of two primary elements and is subject to further revision based upon input from the University. The following is preliminary scope and design:

1. Hazardous material abatement and demolition of the following existing residence hall:

   (a) Taylor Hall (to occur June / July 2006)

2. Construction of a new residence hall ("Residence Hall III") to provide approximately two hundred (200) student beds in private occupancy suites (scheduled to open August, 2006).

**Construction of Residence Hall III (56,640 square feet)**

Residence Hall III shall be comprised of two wood-frame buildings with partial brick and hardi-plank exteriors. There shall be approximately one hundred (100) units of two-bedroom / one-bathroom suites configured for private occupancy, yielding a total of approximately two hundred (200) beds. Additionally, the Residence Hall III phase shall include a common area laundry facility in one of the buildings and a resident manager unit in one of the buildings. In each building, community meeting rooms and tenant mail facilities shall be provided.

Residence Hall III is scheduled for completion by August 1, 2006.
Residence Hall III unit mix and design is subject to further revision based upon University input.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

April 24, 2012

Item H.10. University of Louisiana at Monroe's request for approval to petition the State Interim Emergency Board to address problems with deteriorated First Floor HVAC Piping in George T. Walker Hall, located on the main campus.

EXECUTIVE SUMMARY

In accordance with LA R.S. 39:461.9, the University is requesting Board approval to petition the State Interim Emergency Board to provide immediate funding to address problems with deteriorated first floor HVAC piping in George T. Walker Hall located on the main campus, as delineated in the attached report from John J. Guth and Associates, Inc., a mechanical and electrical engineering firm.

See attached report and cost estimate prepared by John J. Guth and Associates, Inc., a mechanical and electrical engineering firm, and their recommendations for upgrade and replacement of the existing HVAC equipment.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request to petition the State Interim Emergency Board to address problems with deteriorated first floor HVAC piping in George T. Walker Hall, located on the main campus.

BE IT FURTHER RESOLVED, that System President and/or the President of University of Louisiana at Monroe are/is hereby designated and authorized to execute any and all documents associated with said action by the University of Louisiana System.

BE IT FURTHER RESOLVED, that University of Louisiana at Monroe shall obtain final reviews from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents, and administrative requirements.

AND FURTHER, that University of Louisiana at Monroe will provide System office with copies of all final executed documents for Board file.
March 1, 2012

Dr. Randy Moffett
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

RE: University of Louisiana at Monroe (ULM)
   Interim Emergency Board Application for George T. Walker Hall,
   First Floor HVAC Piping Repairs

Dear Dr. Moffett,

Please find enclosed an application to request funding from the Louisiana Interim Emergency Board to repair problems with deteriorated HVAC piping that serves the first floor of Walker Hall. We also have included a report and cost estimate prepared by a local engineering firm to support the application.

We request that the University of Louisiana System consider this item at the April 24, 2012 Board meeting. If this item is approved at the April 2012 Board meeting, then we request that the ULS personnel endorse our application and forward this request to the Board of Regents for their approval.

Should you have any questions or need any further information please contact Jason Roubique, ULM Director of Facilities Management. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu.

Sincerely,

Nick J. Bruno, Ph.D
President

Office of the President • 700 University Ave. • Monroe, LA 71209-3000
Phone: (318) 342-1010 • Fax: (318) 342-1019
A Member of the University of Louisiana System • AA/EOE
APPLICATION FOR FUNDS OR DEFICIT SPENDING AUTHORIZATION
FROM THE
INTERIM EMERGENCY BOARD

Department or Agency: University of Louisiana at Monroe (ULM)
Section or Division: Physical Plant / Facilities
Amount Requested: $1,500,000.00

The undersigned agrees that evidence of an obligation to expend the funds will be submitted to the IEB within sixty (60) days of written notification of legislative ratification of the funds appropriated by the IEB or the appropriation of these funds will not be consummated.

[Signature]
Signature of Department/Agency Head

318-342-1010
Telephone Number

Nick J. Bruno, Ph.D., President
Typed name and title (person signing the application above)

700 University Avenue, Monroe, LA 71209
Mail Address (P. O. Box or Street, City and Zip Code)

[Signature]
Area Legislator Signature (if necessary)

Education Management Board Head Signature (if necessary)

1. For what purpose will these funds be used? Why is this requested appropriation an emergency? When was the (possible) shortage of funds realized?

The funds will be used to address an emergency issue that has been recurring in George T. Walker Hall (formerly the Administration Building) at ULM during the past year. Walker Hall was originally constructed in 1968 and serves as one of the main academic buildings on ULM’s campus. The building has three floors and is approximately 124,000 square feet. In addition to serving as a main academic building, Walker Hall houses the University’s computing center which is located on the first floor of the building. The computing center contains all of the central server and network operations for the entire University. All of ULM’s computerized systems are administered and operated by the computing center from their Walker Hall offices.

The heating and air conditioning for the building is provided by a four-pipe fancoil system. A central plant for the building provides chilled water and hot water that is circulated to each fan coil unit contained in each room. This chilled and hot water is transferred to each fan coil unit by metal piping. The pipes that serve the fan coil units located on the first floor of Walker Hall are located beneath the concrete slab foundation. Those pipes are highly corroded and we are frequently experiencing pipes bursting and failing in this area. When a pipe does burst, we have to close off an area of the building, demolish an area of the terrazzo floor, remove the dirt / fill material, repair the broken pipe(s), refill the area with dirt, pour new concrete on the area, and have a terrazzo floor contractor patch the area. The pipes are inaccessible for inspection and repairs, but we have been having failures very frequently in the past year. We are concerned that if we don’t get the problem fixed soon, we could experience a major failure that may render the entire first floor out of service. We are also concerned that the water leaks, could damage the computing center which contains very expensive equipment and all of the University’s electronic data and records.

The University contracted with a local engineering firm to review the issue. Upon consulting with their firm we agree that the proper solution would be to abandon the existing first floor fan coil piping and install a new variable air volume HVAC system that would be mounted in the ceiling.
2. Previous Legislative Consideration:
   A. Was this program or project considered by the Legislature in the same relative form either by amendment or some legislative instrument? Yes ☐ No ☐
      If considered, please explain:

   B. Was this item vetoed by the Governor after being included in the current year:
      Appropriations Bill: Yes ☐ No ☐
      Capital Outlay Bill: Yes ☐ No ☐
      If vetoed, please explain the reason:

3. Can this request be covered or partially covered by existing funds in the department or agency's current budget: Yes ☐ No ☐
   Please explain:
   ULM and higher education in general has experienced significant budget cuts during the past several years. The University could not reasonably anticipate that this emergency would occur and budget appropriately for it because we had not experienced this issue in the past. The piping that is failing is inaccessible to inspect, and the poor condition was not known at the time. The University does not have the funding available in our current budget to address this issue.

4. Will this emergency appropriation require any future recurring appropriations or any possible generation of savings or revenue? If so, please explain: (Use additional sheet to continue the explanation if necessary.
   The University does not anticipate that any future recurring appropriations will be required.
   The project does not generate any savings or revenue, however, by completing the project, the State is avoiding the costs that would be associated with a major failure of the first floor piping systems.
5. Expenditure Breakdown—Please provide a detailed breakdown of expenditures by category. If based on a cost estimate, please attach a copy. What is the time period covered by the request (number of months). Attach any other pertinent information.

The expenditure breakdown is based upon a statement of probable cost received from a local engineering firm. Their report is attached to this application for your review.

We expect that the $1,500,000.00 will be spent in the following manner:

- Construction Costs - $1,200,000 (see attached engineering report for details)
- Engineering and Testing Costs - $120,000
- Construction Contingency Funds - $120,000
- Bidding, Printing, Advertising and FP&C Administration Costs - $60,000

Total Project Cost - $1,500,000

This original application and two copies with attachments (if any) must be submitted to the Board Secretary ((225)763-3516 or (225)342-0349) in Room B-153 at the state capitol or mailed to:

Interim Emergency Board
Post Office Box 44500
Baton Rouge, LA  70804-4500
FEBRUARY 10, 2012

SITE ID No. 8-37-007
State ID No. 508879

JOHN J. GUTH ASSOCIATES, INC.
CONSULTING ENGINEERS
208 MILAM STREET
SHREVEPORT, LA 71101-3226
INTRODUCTION

George Walker Hall was constructed in 1968. It is a 124,000 square foot, three-story brick structure. The original building architect was Wells & Parker, AIA Architects. The Mechanical/Electrical Engineer was D.F. Burkhalter. A floor plan of the building is included at the end of this report.

In January 2012 the original construction drawings for the buildings were reviewed to evaluate the existing first heating, ventilating, and air conditioning system. There was a survey to determine type, capacity, location, duty, and year of installation. In this report, recommendations for upgrade and replacement of the existing HVAC equipment are made.

HVAC SYSTEM DESCRIPTION

The original HVAC system was installed when the building was constructed in 1968. The building is served by four-pipe fan coil units with integral thermostats and fan speed controls. The chilled water/heating water control valves are largely non-functioning. The cooling/heating coil fins show signs of corrosion and dirt accumulation. The blower fan blades are rusty and partially deteriorated by corrosion. The 1st Floor under the building slab is in an advanced state of corrosion. Numerous piping failures have been repaired by cutting and patching the existing terrazzo floor at a large expense. Outside air for ventilation is provided by small brick vents to the return air plenums of the exterior fan coil units.

CENTRAL CHILLED WATER / HEATING WATER SYSTEM

The building is served by two water-cooled chillers and a natural-draft hot water boiler.
Two end suction, centrifugal pumps circulate chilled water and two centrifugal pumps circulate heating water between Mechanical Room 1-161 and the fan coil units in the building. The majority of the 1st Floor piping is underground with the only exposed piping being in the Mechanical Room, at the chiller, and at the fan coil units.

EQUIPMENT CONDITION

The general condition of the 1st Floor fan coil units and underground chilled water, heating water and condensate piping is fair to poor. The life expectancies listed below are based on the American Society of Heating, Refrigeration, and Air Conditioning Engineer's (ASHRAE) nationwide survey establishing median years of service life. Equipment life is highly variable because of diverse equipment applications, the preventative maintenance given, the environment, and personal opinions. The life expectancy values are listed here to indicate the probability of equipment failure and not to predict the exact date of equipment failure.

The table below lists the life expectancy of various HVAC system components. Examining the statistical life expectancies is useful in anticipating which types of air conditioning repairs may be required in the near future.

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Page 2
The majority of the fan coil units and underground piping are 44 years old, anywhere from 20 to 30 years past the median life expectancy as listed in ASHRAE.

PROGRAM REQUIREMENTS

Two options for the replacement of the 1st Floor fan coil units and associated piping are presented below:

1) Abandon existing chilled water and heating water piping under the slab. Replace the existing floor-mounted, exposed cabinet fan coil units. Provide new chilled water and heating water piping from the existing First Floor Chiller/Boiler Room above the existing ceiling. Piping drops to fan coil units shall be enclosed in painted sheet metal enclosures. Provide new valves and controls at each fan coil unit. Reuse the existing condensate drain piping below slab.

   Opinion of Probable Construction Cost = $1,230,000

2) Remove existing floor-mounted, exposed cabinet fan coil units. Abandon existing chilled water and heating water in-place under the slab. Provide new variable refrigerant volume fan coil units in the same location as the existing CW/HW fan coil units. Provide refrigerant and piping from heat recovery type heat pumps to fan coil units. Consideration should be given to combining inefficient zoning and to using ceiling-mounted units where feasible. System shall have capability of providing heating or cooling at any individual unit, simultaneously.

   Opinion of Probable Construction Cost = $1,204,000
The cost breakdowns are shown on the following pages. See Drawing Sheet M1 for schematic representation of both option.
## OPINION OF PROBABLE COST

**Option 1 - Replace Existing Fan Coils and Piping**

**DATE:** February 06, 2012

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OPINION OF PROBABLE COST  
Option 2 - Variable Refrigerant Volume system  
DATE: February 06, 2012  

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TOTAL CONSTRUCTION COST OF BASE BID: 100.0% $1,204,000

ALTERNATE NUMBER 1
ALTERNATE NUMBER 2
ALTERNATE NUMBER 3

TOTAL CONSTRUCTION COST (BASE BID AND ALTERNATES): $1,204,000

rev 03/94  I-63
# OPINION OF PROBABLE CONSTRUCTION COST

**PROJECT NAME:**
George Walker Hall (Admin Bldg)

1st Floor HVAC

**LOCATION:**
University of Louisiana, Monroe

**ARCHITECT ENGINEER:**
None Selected

**DRAWING NO.**

**ESTIMATOR:**
JW

**CHECKER:**
JW

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Total HVAC

$720,125.00  $214,165.00

$934,290.00
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**ADMINISTRATION BLDG. — FIRST FLOOR**

The UNIVERSITY of LOUISIANA MONROE

RM No./SQ FT SCHEDULE

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