

K23-500

CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
BID PROPOSAL NO.: 2638
PINNACLE SECURITY & INVESTIGATION, INC.

THIS CONTRACT (the “**Contract**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), by and through the New Orleans Aviation Board, represented by the Hon. Michael G. Bagneris, Chairman, (the “**Board**”) (the City and the Board are collectively referred to as the “**Airport**”) and **PINNACLE SECURITY & INVESTIGATION, INC.**, represented by **CHAD J. PEREZ**, (the “**Contractor**”). The City and Contractor are each sometimes referred to as a “**Party**,” and collectively, as the “**Parties**.” The Contract is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on November 18, 2022, the City issues an Invitation to Bid (ITB No. 2638);

WHEREAS, the Contractor was the lowest responsive bidder in response to the ITB;

WHEREAS, the Airport desires to award the Contract to the Contractor; and

WHEREAS, the Board approved this agreement at its meeting on January 19, 2023.

NOW THEREFORE, the Airport grants and confirms to the Contractor the Contract to provide security guard services at the Louis Armstrong New Orleans International Airport under the (ITB No. 2638), and the Airport and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I - THE CONTRACTOR’S OBLIGATIONS

The Contractor will perform all obligations of the Contractor and be subject to all terms and conditions set forth in this Contract and in the following documents that are incorporated fully into this Contract: the FAA Required Provisions (attached as Exhibit A), the Contractor’s Bid dated December 18, 2022 (attached as Exhibit B), and the Scope of Work (attached as exhibit C).

- A. ACKNOWLEDGMENT OF EXCLUSION OF WORKER’S COMPENSATION COVERAGE**. The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the Airport shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the Airport for the purpose of Worker’s Compensation coverage.

B. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the Airport under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a) The Contractor has been and will be free from any control or direction by the Airport over the performance of the services covered by this contract; and
- b) Services to be performed by the Contractor are outside the normal course and scope of the Airport's usual business; and
- c) The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract. Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the Airport for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

C. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the Airport.

D. AMENDMENT. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

E. AUDIT AND INSPECTION:

- a) The Contractor will submit to any Airport audit, inspection, and review and, at the Airport's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the Airport.
- b) The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

F. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

G. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the Airport, and in recognition of the Contractor's responsibility to the Airport, the Contractor agrees to decline any offer of employment if its independent work on behalf of the Airport is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the Airport and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the Airport. Final decision on any disputed offers of other employment for the Contractor shall rest with the Airport.

H. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the Airport or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

I. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

J. DECLARED DISASTER.

a. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the Airport on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

b. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the Airport will notify the Contractor via task order if the Airport requires the Contractor's support. Upon activation by task order, the Contractor will provide the Airport with contact information of personnel assigned to the task order; and coordinate with the Airport to identify any personnel available to meet the Airport's needs.

c. Purchase Order. Once services are identified, the Airport will issue a purchase order to the Contractor. The Airport will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.

d. The Contractor will ensure that the Airport is provided with timely and accurate reports and other documentation, as requested.

K. OMITTED.

L. DURATION. The Term of this Contract shall be for the duration of the work as defined by the Bid Specifications (including any and all amendments, addenda, or change orders) and the submission received from the successful bidder. The Term begins on the Effective Date and shall terminate upon acceptance of the work by the Airport. All guarantees and warranties will survive the Term of this Contract to the fullest extent allowed by law.

M. EMPLOYEE VERIFICATION. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Contract to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the Airport occasioned by the termination of this Contract or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the Airport a sworn affidavit attesting to the above provisions if requested by the Airport. The Airport may terminate this Contract for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

N. ENTIRE AGREEMENT. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

O. EQUAL EMPLOYMENT OPPORTUNITY. In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the

following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

The Airport may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

- P. EXCLUSIVE JURISDICTION AND VENUE.** For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

EXTENSION. The term of this Contract is one (1) year with up to four (4) one-year renewal options.

- Q. INCORPORATION INTO SUBCONTRACTS.** The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

R. INDEMNIFICATION.

a. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the Airport, its agents, employees, Board members, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract, but only to the extent of and in proportion to the negligence of Contractor, its agents or employees; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract, except for any such claim and/or lien for labor, services or materials which arises from the Airport's failure to make payment as required under this Contract.

b. Limitation. The Contractor's indemnity does not extend to any loss arising from the negligence or willful misconduct of any of the Indemnified Parties.

c. **Independent Duty.** The Contractor has an immediate and independent obligation to, at the Airport's option: (a) defend the Airport from or (b) reimburse the Airport for its reasonable costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if the allegations are or may be groundless, false, or fraudulent. If the Contractor is ultimately absolved from liability or in the event that a portion of the fault is ultimately determined to be attributable to one or more of the Indemnified Parties or a third party over whom Contractor has no control, then the Contractor's defense and indemnity obligations shall be proportional to the proportional fault of Contractor, and Contractor shall be entitled to reimbursement from the Airport for the proportional share of the reasonable costs incurred in the defense of any such Indemnified Party.

d. **Expenses.** Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the Airport's reasonable attorney fees and expenses, incurred by the Airport in enforcing this indemnity.

S. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the Airport and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Airport.

T. **LIMITATIONS OF THE AIRPORT'S OBLIGATIONS.** The Airport has no obligations not explicitly set forth in this Contract or any incorporated documents or expressly imposed by law.

U. **LIVING WAGES.**

a) **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

b) **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, et seq., which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

- c) **Current Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:
1. \$11.19 per hour for any work performed on or before December 31, 2021;
 2. \$13.25 per hour for any work performed on or before December 31, 2022;
 3. \$15.00 per hour for any work performed on or before December 31, 2023; and
 4. \$15.00 per hour plus any adjustment provided in subsection iv below for any work performed during calendar year 2024 or thereafter.
- d) **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024, using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.
- e) **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“Article”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.
- f) **Reporting.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:
- Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112
- g) **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (“OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (I) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents

authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

- h) **Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

V. **NO THIRD-PARTY BENEFICIARIES.** The Contract is entered into for the exclusive benefit of the Airport and the Contractor, and the Airport and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

W. **NON-DISCRIMINATION.** In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state, and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

The City may terminate this Contract for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Contract.

X. **NON-EXCLUSIVITY.** This Contract is non-exclusive and the Contractor may provide services to other clients, and the Airport may engage the services of others for similar services provided by the Contractor.

Y. **NON-SOLICITATION.** The Contractor swears that it has not employed or retained any company or person to solicit or secure this Amendment other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney

representing the Contractor. The Contractor has not paid or agreed to pay any person any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor.

Z. NON-WAIVER. The failure of the Airport to insist upon strict compliance with any provision of the Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the Airport's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

AA. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all-natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the Airport may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

BB. PAYMENT OF INVOICES. Contractor shall submit invoices Biweekly (unless agreed otherwise between the parties to this Contract) for work performed in the immediate prior month to the NOAB electronically, via its supplier portal, for goods or services provided under this Contract. The Airport will take a minimum of 45 days to process all invoices and pay applications. All payments will be made by check or Automated Clearing House (ACH) deposit and no other form of payment will be issued. Payments by check will only be delivered by U.S. Mail; no other method of delivery will be permitted. Contractor consents to the foregoing payment schedule and will make adequate arrangements to accommodate the Airport's pay schedule. Contractor shall not request payment before the expiration of this 45-day period and will not contact the airport, its representatives, or Board Members to inquire about the status of payments or otherwise expedite the foregoing pay schedule. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: contract or purchase order number issued by the City, and the name of the city department to be invoiced. The NOAB may require changes to the form or the content of the invoice. The NOAB may also require additional supporting documentation to be submitted with invoices.

CC. PROMPT PAYMENT. Contractor must pay its Contractors and suppliers all amounts due no later than seven (7) days from receipt of each payment made to Contractor by Airport (unless Contractor has a bona fide dispute with either, less any undisputed portion of the invoice). Contractor shall submit with each invoice a certification that all Contractors and suppliers have been paid for accepted work and materials from previous progress payments received. During the term of the Contract and upon completion of the Contract, Airport may request documentation to

verify payment to sub-contractors Contractors, sub-contractors, or suppliers. This provision in no way creates any relationship between any Contractor or supplier and the Airport or any liability on the Airport for Contractor's failure to make timely payment to same. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the Airport.

DD. PERFORMANCE MEASURES.

1. Factors. The Airport will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Contract; staff availability; staff training; staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

2. Failure to Perform. If the Contractor fails to perform according to the Contract, the Airport will notify the Contractor. If there is a continued lack of performance after an agreed upon cure sufficient to allow the Contractor to improve performance to the level that meets the terms of the Contract, the Airport may declare the Contractor in default and may pursue any appropriate remedies available under the Contract and/or any applicable law. In the event of a notification of default, the Airport will invoice the defaulting contractor for any increase in costs and other damages sustained by the Airport. Further, the Airport will seek full recovery from the defaulting contractor.

EE. PROHIBITION AGAINST FINANCIAL INTEREST IN CONTRACT. No elected official or employee of the Airport shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the Airport and shall entitle the Airport to recover, in addition to any other rights and remedies available to the Airport, all monies paid by the Airport to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

FF. PROHIBITION ON POLITICAL ACTIVITY. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

GG. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative

and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

HH. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

II. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all-natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the Airport. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the Airport, the Contractor must provide notice to the Airport within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the Airport may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

JJ. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

KK. SUSPENSION. The Airport may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the Airport.

LL. TERMINATION FOR CAUSE. The Airport may terminate this Contract immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Contract or the failure of any representation or warranty in this Contract, including without limitation any failure to comply with the requirements of the Airport's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

MM. TERMINATION FOR CONVENIENCE. The Airport may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the Airport's intention to terminate at least thirty (30) days before the date of termination.

NN. TERMINATION FOR NON-APPROPRIATION. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the Airport will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

OO. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

PP. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

QQ. INSURANCE.

A. Contractor shall purchase in its name and maintain at a minimum, for the duration of the Contract, at the Contractor's sole cost and expense, the following insurance policies to provide primary coverage for claims and/or suits that may arise out of or result from the performance of the work of the successful bidder, its agents, partner, laborer, supplier, employee, representatives, and any subcontractor or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

1. Workers' Compensation Insurance with statutory limits of liability and minimum Employer's Liability Limits of One Million Dollars (\$1,000,000).
2. Automobile Liability Insurance with a minimum One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. The insurance shall include coverage for owned vehicles, hired vehicles, and non-owned vehicles.

In the event Contractor operates vehicles on the AOA used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

Combined Single Limit per Occurrence (both bodily injury and property damage):
\$10,000,000

3. Commercial General Liability insurance: The Contractor agrees to maintain CGL coverage covering all operations pursuant to this Contract performed by

Contractor, or on its behalf in the following amounts (inclusive of any amounts provided by an umbrella or excess policy):

a. Per Occurrence: \$5,000,000

4. The insurance policies herein required shall contain or be endorsed to contain the following provisions:

a. The Workers' Compensation coverage shall contain an express waiver of all rights against the City and the Board, its elected and appointed officials, officers, agents, directors, volunteers, and employees, for losses arising from the services performed by the Contractor for the Airport.

b. The City, the Board, and their respective officers, officials, and employees are to be added as additional insured as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded the additional insured.

c. Certificates of insurance acceptable to the Board shall be provided to the Board prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies of insurance shall not be canceled unless and until at least thirty (30) days prior written notice has been given to the Board.

B. All insurance required by this section shall be placed with insurers that are licensed and authorized to do business in the State of Louisiana and have a rating of no less than A-VI in the most current edition of the A.M. Best Insurance Report, AAA in Moody's, and AAA in S&P.

C. The Contractor shall provide original certifications of the required insurance coverage at City request. Annual renewals of certificates of insurance shall be furnished to the Director or his Authorized Representative.

D. The Contractor shall provide the City with certificates of insurance evidencing all the required coverages purchased and maintained in accordance with this Agreement before commencing work. Such certificates shall provide that the City be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew, or material change in such coverage.

E. The providing of any insurance required herein does not relieve the Contractor of any of the Agreement responsibilities or obligations or for which the successful bidder may be liable by law, agreement, contract, or otherwise.

F. The Contractor's failure to provide and maintain such insurance in force as required above shall materially breach the Agreement and, at the City's option, occasion an immediate cancellation for cause thereof.

ARTICLE II - THE CITY'S OBLIGATIONS

The City will pay the Contractor at the rates set forth in the Contractor's Bid for the satisfactory performance of this Contract and will perform all obligations of the City, and be subject to all terms and conditions set forth, in this Contract and any incorporated documents.

A. Base Bid, Not to Exceed (Annual Contract Value): \$2,126,388.00

Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the Airport or disgorge anything of value or economic benefit received from the Airport if the Contractor fails to meet its contractual obligations.

ARTICLE III - THE SURETY'S OBLIGATIONS

A. Performance and Payment Bonds. UNITED FIRE & CASUALTY COMPANY (the "Surety") intervenes in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor by this Contract in the full sum of **\$531,597.00**; and
2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract in the full sum of **\$531,597.00**.
3. Each of these bonds is to be considered separate and distinct, and no payment made by the Surety under either bond shall in any way reduce the obligations of the Surety under the other.

B. Acknowledgement of Contract. The Surety represents and warrants that it has fully read and understands the terms of this Contract, including all incorporated documents.

C. Survival and Validity of Bonds. The Surety's bonds shall remain in full force and effect, and shall survive the termination of this Contract, but shall become null and void if the Contractor: (1) well and faithfully performs all and singular the obligations assumed by the Contractor in this Contract; (2) promptly pays all wages of laborers, workmen, and mechanics to be employed by the Contractor for all work done or labor performed by the Contractor or by any subcontractors; or furnished to subcontractors, and used in the construction, erection, alteration, performance, or repairs of the work required by the Contract; (3) promptly pays for all materials or supplies furnished to the Contractor, or by any subcontractor, or to any subcontractor, and used in, or for use in machines used in, the construction, erection, alteration, performance, or repair of the work required by the Contract; (4) fully secures and protects the City, its legal successors and representatives, from all loss or expense of any kind, including premises, including all costs of Court and attorneys' fees, made necessary or arising from the failure, refusal, or neglect of the Contractor to comply with all of the obligations assumed by it; and (5) promptly delivers all the work required by the Contract to the City, free from any and all claims, liens, and expenses. The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans or specifications, or in the manner and mode of payment.

ARTICLE IV - ADDITIONAL PROVISIONS

A. Convicted Felon Statement. The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

B. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

C. Non-Waiver. The failure of either Party to insist upon strict compliance with any provision of this Contract, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other Party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either Party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach, or any prior, contemporaneous, or subsequent default or breach.

D. Entire Agreement. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Contract and are without effect to vary or alter any terms or conditions of this Contract.

E. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Amendment.

F. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City, the Contractor, and the Surety, through their duly authorized representatives, execute this Contract.

CITY OF NEW ORLEANS

BY: 
LaToya Cantrell, Mayor

Executed on this 7th of June, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler

Approved by resolution of the New Orleans Aviation Board and directing the Director of Aviation and Chairman to execute the same was passed on **January 19, 2023**.

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 6/1/23
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

By: Kevin Dolliole 5-30-23
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 5/30/23
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

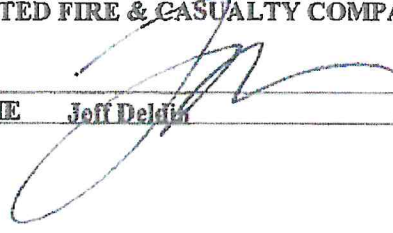
PINNACLE SECURITY & INVESTIGATIONS, INC.

BY: 

CHAD J. PEREZ


FEDERAL TAX ID.

UNITED FIRE & CASUALTY COMPANY

BY: 

NAME Jeff Deldin, ATTORNEY-IN-FACT



CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
PINNACLE SECURITY & INVESTIGATIONS, INC.

EXHIBIT A

[REQUIRED FEDERAL PROVISIONS]

PROVISION 1. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

PROVISION 2. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
PINNACLE SECURITY & INVESTIGATIONS, INC.
EXHIBIT B
[CONTRACTOR'S BID]**

**CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
PINNACLE & INVESTIGATIONS, INC.
[SCOPE OF WORK]**