



**REQUEST FOR PROPOSAL
TO
REPLACE SKYLIGHT AND CANOPY GLASS**

PROJECT NO. M010.3

CONTRACT NO. C-828



New Orleans
ERNEST N. MORIAL
CONVENTION CENTER

Instructions to Proposers

INVITATION TO SUBMIT A BID

CONTRACT NO. C-828
PROJECT NO. M010.3

The Ernest N. Morial New Orleans Exhibition Hall Authority (“the Authority”) is a political subdivision of the State of Louisiana. New Orleans Public Facility Management, Inc. (“NOPFMI”) is a quasi-public body that is charged with the responsibility of managing the Ernest N. Morial Convention Center-New Orleans (“ENMCCNO”) on a day-to-day basis. NOPFMI and the Authority are referred to herein collectively as “Owner”. As such, the Owner is performing its due diligence in bidding projects and is not subject to or regulated by the Louisiana Procurement Code, LSA-R.S 39: 1551 *et seq.* Owner is seeking proposals from qualified individuals or firms to:

REPLACE SKYLIGHT AND CANOPY GLASS

For the Ernest N. Morial Convention Center – New Orleans in New Orleans, Louisiana.

Bidders may obtain Bid Documents from the Purchasing Division in person, between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, by first class mail, or online at www.mccno.com. In employing first class mail, Bidder will assume all risks of delay and untimely delivery. In using courier service, Bidder’s must arrange directly with the courier for pickup, delivery, and payment of all associated costs.

To receive consideration, interested firms shall deliver Bids in a sealed envelope marked “Sealed Bid”, with their Louisiana Contractors’ License Number (if over \$50,000), and the Project Number and Contract Number visible to:

**The Ernest N. Morial Convention Center New Orleans
Purchasing Division – Attn: Chanel M. Labat
900 Convention Center Blvd
New Orleans, Louisiana 70130**

located in the Purchasing Division on the 1st floor of the Ernest N. Morial Convention Center New Orleans near the Employee’s Entrance located on Henderson Street adjacent to Hall J. The Bids shall be delivered on time to be considered for contract award. The Bids shall be delivered no later than:

**Date: Thursday, August 19, 2010
Time: 1:00 P.M. (Central Standard Time)**

At which time, properly identified Bids received on time will be logged and reviewed.

A **Mandatory Site Visit** and **Pre-bid Conference** will be held in the Purchasing Division Conference Room on **Thursday, August 5, 2010 at 1:00 P.M. (Central Standard Time)**. Companies that **Do Not** attend the **Mandatory Site Visit** and Pre-bid Conference and submit a Bid will not be considered for Contract Award. Should you have any technical questions please contact Mr. David Mason , Director of Building Operations , at 504-582-3041. Bid questions and to obtain Bid Documents, you may contact Chanel M. Labat Purchasing Division Manager, at 504-582-3035 or via email: clabat@mccno.com.



Instructions to Proposers

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Proposers may obtain Proposal documents from the Purchasing Office in person, between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, by first class mail, or online at www.bidsync.com or www.mccno.com. In employing first class mail, Proposer will assume all risks of delay and untimely delivery. In using courier service, Proposer’s must arrange directly with the courier for pickup, delivery, and payment of all associated costs.

To receive consideration, interested firms shall deliver proposals in a sealed envelope marked “Sealed Bid”, with their Louisiana Contractors’ License Number (if over \$50,000), if applicable and the Project Number and Contract Number visible to:

The Ernest N. Morial Convention Center New Orleans

Purchasing Division – Attn: Chanel M. Labat

900 Convention Center Blvd

New Orleans, Louisiana 70130

located in the Purchasing Division on the 1st floor of the Ernest N. Morial Convention Center New Orleans near the Employee’s Entrance located on Henderson Street adjacent to Hall J. The Bids shall be delivered on time to be considered for contract award.

Should you have any technical questions please contact Bryan Hayden, Vice President of Operations, at 504-582-3041. Proposal questions and to obtain Proposal Documents, you may contact Chanel M. Labat Purchasing Division Manager, at 504-582-3115, or via email: clabat@mccno.com.



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II. DEFINITIONS OF TERMS

"Proposal Documents" include the Advertisement of Bids , Instructions to Proposer's, Open Access Plan, Insurance Requirements, General Conditions, Proposal Forms, other Proposal and Contract forms and any Addenda issued prior to receipt of Bids .

"Contract Documents" include the Owner Contractor Agreement, Proposal Documents, Addenda issued prior to the Proposal Opening, and as applicable, Drawings, Specifications, and Change Orders issued after execution of the Contract.

"Addenda" are written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections prior to the Proposal Opening.

"Bid" is a complete and properly signed offer to perform the work for the sum stipulated therein, submitted in accordance with the Proposal Documents.

"Base Bid" is the Contract Sum stated in the Proposal Form for which the Proposer offers to perform the work described in the Proposal Documents as the base to which work may be added or from which work may be deleted.

"Alternate Bid" (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the work, as described in the Proposal Documents, is accepted.

"Unit Price" is an amount stated in the Proposal as a price per unit of measurement for materials or services as described in the Proposal Documents or in the Proposed Contract Documents.

"Proposers" are persons or entities who submit a Bid.

"Successful Proposer" is the person or entity that is awarded the Contract.

"Change Order" is a written amendment to the Contract signed by the Owner and Contractor.

Request for Changes (RFC) are written requests from a Contractor to the Owner to implement modifications, additions, or changes in the work. RFC's shall be signed by the Owner and the Contractor, if approved, and added to the Contract via Change Orders.

"Notice of Award" - A written document transmitted by the Owner, to a Proposer signifying the Owner's intention to enter into a contract with the Proposer.

"Notice to Proceed" - A written document transmitted by the Owner, to the Successful Proposer, when Successful Proposer has furnished the Owner with the required Bonds , Certificates of Insurance, and a Certificate of Recordation showing the fully executed Owner-Contractor agreement and Bonds as being recorded at the Office of Mortgages, Orleans Parish. The successful



Instructions to Proposers

Proposer shall not move onto the job site to commence work prior to the full execution of the "Notice to Proceed."

"Owner" - Is the Ernest N. Morial New Orleans Exhibition Hall Authority (ENMNOEHA).

"Calendar Day" is a twenty-four (24) hour time period beginning at 12:00 midnight, including Saturdays, Sundays, and all holidays.

"CPI-U" refers to the Consumer Price Index for All Urban Consumers as published by the United States Department of Commerce, Bureau of Labor Statistics.

III. PROPOSERS' REPRESENTATION

Each Proposer by making his Proposal represents that:

- a) He has read and understands the Proposal Documents and his Proposal is made in accordance therewith.
- b) He has visited the site, has familiarized himself with local conditions under which the work is to be performed and has correlated his observations with the requirements of the Contract Documents.
- c) He has familiarized himself with all local conditions that may in any manner affect performance, including manpower availability and local labor practices.
- d) He has familiarized himself with Federal, State and Local laws, ordinances, rules and regulations that may affect this project.
- e) For bid submitted in the amount of fifty thousand dollars (\$50,000) or more, the contractor shall certify licensure under R.S.37:2150-2192 and show the license number on the bid envelope.

3.1 MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

A **Mandatory** Pre-Proposal Conference and Site Visit may be held at the Ernest N. Morial Convention Center New Orleans approximately fourteen (14) calendar days before Proposal opening. Bids will not be accepted from Contractor(s) that do not participate in the mandatory Pre-Proposal Conference and site visit.



Instructions to Proposers

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

Proposers shall promptly notify the Owner, in writing, of any ambiguity, inconsistency or error, which they may discover upon examination of the Proposal Documents or of the site and local conditions. Proposers requiring clarification, interpretation, changes or modifications to the meaning of the Plans, Specifications, or Proposal Documents shall submit a written request to the Owner in time to be received by the Owner at least ten (10) calendar days prior to the opening of the Proposals. Interpretations, changes or modifications to the meaning of the Plans, Specifications, or Proposal Documents will be accomplished through written addenda to all Proposal Parties of record, issued by the Owner.

All questions concerning interpretation, changes or modifications shall be addressed to:

Ernest N. Morial Convention Center New Orleans
900 Convention Center Boulevard
New Orleans, Louisiana 70130
Attn.: Chanel M. Labat, Purchasing Manager

OR:

(via fax) 504-582-3105 or email:clabat@mccno.com

Only questions answered by formal written addenda will be binding. Should there be any discrepancy between any requirements contained in the Documents; the more stringent requirement(s) shall govern.

In order to discover and resolve conflicts or lack of definition, which might create problems, Proposers must review Contract Documents, existing site conditions, and existing equipment specified to be maintained for compatibility with its replacement components and maintenance processes prior to submitting a Proposal. Attach specific written exception and/or clarification with the Proposal. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Owner an Addendum to the specifications will be issued and authorized.



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Submission of Proposal is considered evidence that Proposers have visited and is conversant with the site facilities, site conditions, requirements of the Contract Documents, pertinent state and local codes, state of labor and material markets and has made due allowance in his Proposal for all contingencies. Should Proposers investigation of site conditions or local codes or rules reveal requirements contrary to Contract Documents or if Proposers find any discrepancies or omissions from Contract Documents or if Proposer is in doubt as to their meaning, he shall contact the Owner for clarification at least five working days prior to Proposal due date.

No oral explanation will be made and no oral instructions will be given before Proposal due date. Proposers shall act promptly and allow sufficient time for a reply to reach him before submission of its Bid. Any required interpretation or supplemental instructions will be issued in the form of an addendum of the specifications.

Successful Contractor shall provide everything necessary for/and incidental to the satisfactory completion of work required by Contract Documents.

3.3 SUBSTITUTIONS

No substitution will be considered unless written request for approval has been submitted and has been received by the Owner at least ten (10) days prior to the date for receipt of Proposals. No substitutions will be considered unless written addenda is issued, by the Owner, reflecting such a change or modification to the Proposal Documents.

3.4 ADDENDA

Addenda shall not be issued later than seventy two (72) hours prior to the opening of Proposals. Proposers shall acknowledge in the space provided in the Proposal Form, receipt of all issued Addenda. All Addenda shall be considered a part of the Contract and the Proposal Document.

3.5 PROPOSAL PROCEDURE

Proposal Forms must be completed in blue or black ink or by computer. All information requested must be furnished by Proposers on the Forms provided. Failure to provide all information requested on the Proposal Forms or failure to utilize the Proposal Forms provided by the Owner may result in rendering Proposers' offer being deemed non-responsive and not eligible for Contract Award.



Instructions to Proposers

Proposals by corporations must be executed in the corporate name by the President or Vice-President or other corporate officer or Agent. **All Proposals must be accompanied by a corporate resolution or other documentation acceptable to the Owner, which establishes that the corporate representative has the authority to bind the corporation.** The Owner reserves the right to request and obtain such additional documentation as the Owner deems necessary.

Proposals by partnership must be executed in the partnership name and signed by a partner authorized to bind the partnership. Name, title, and official address of the partnership must be typed or printed below the signature.

Proposals by individuals shall indicate the name of the individual and the address of their principal place of business.

All names and titles must be typed or printed below the signature. Proposer's offer shall include all items of work requested in the Base Proposal and all Alternates if requested. The offer shall include all items listed in the Base Proposal and any stated alternates. Failure to include Base or Alternates, if requested, shall be deemed as non responsive.

Should there be a discrepancy between the unit price quoted and the total of extension price quoted, the unit price shall govern. Prices quoted shall be complete so as to cover every cost, expense, fee or charge incurred by the Proposer in performance of the Contract. No tax is applicable on goods and services sold to ENMNOEHA.

3.6 SUBMISSION OF PROPOSALS

Proposals shall be delivered in a sealed opaque envelope marked:

To: The Ernest N. Morial Convention Center New Orleans
Purchasing Division
900 Convention Center Blvd.
New Orleans, Louisiana 70130

From: Company Name
Company Address

Contents: Sealed Bid to be opened on the pre-determined date and time.

Project No. _____

Contract No. _____

State Contractors License No. _____

The logo for the Ernest N. Morial Convention Center in New Orleans. It features a fleur-de-lis symbol on the left, followed by the words "New Orleans" in a cursive script. Below this, the words "ERNEST N. MORIAL" are written in a bold, sans-serif font, and "CONVENTION CENTER" is written in a larger, bold, sans-serif font below that. The entire logo is centered.

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Instructions to Proposers

Proposals shall be submitted to the Purchasing Division located on the 1st floor of the Ernest N. Morial Convention Center New Orleans near the Employee's Entrance located on Henderson Street adjacent to Hall J. The Purchasing Division Representative will stamp and record the date and time the Proposal is submitted. Proposers who hands deliver Proposals, the Purchasing Division Representative will provide hand receipts to delivery personnel that attest to time of receipt, condition of package, and markings on envelope. Proposals submitted by mail shall be by certified or registered mail, return receipt requested.

NOTE: PROPOSALS MUST BE RECEIVED ON TIME IN THE PURCHASING DIVISION BEHIND HALL J. TO BE CONSIDERED FOR CONTRACT AWARD

Proposals received after due date and time shall be deemed as non-responsive and shall not be considered for Contract Award. Proposals received after the time and date for receipt of Proposals will be returned unopened. Proposer's shall assume full responsibility for timely delivery of Proposal at the location designated for receipt of Proposals. Oral, telephonic, telegraphic, electronic (e-mail) or facsimile Proposals are invalid and will not receive consideration for Contract Award.

3.7 WITHDRAWAL OF PROPOSALS

All Proposals and prices shall remain valid for ninety (90) calendar days after the Proposal opening date. Successful Proposer's offering shall remain valid throughout the term of the Contract, as amended by written Change Orders.

3.8 OPENING OF PROPOSALS

Properly identified Proposals received on time will be logged and reviewed. The Owner reserves the right to reject all Bids or any Proposals or any part of all Proposals for any reason.

3.9 APPEALS

A Proposer may appeal a decision by the ENMNOEHA Bid Review Committee. The Proposer shall submit a letter of appeal to the stating the reasons why the appeal is being made to the Vice President of Finance and Administration. She will review the letter of appeal with the ENMNOEHA Bid Review Committee and a written response will be forwarded to the Proposer. The decision of the Bid Review Committee shall be final. The filing of a letter of appeal will not necessarily delay the award and start of the Contract named in the appeal letter.



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Instructions to Proposers

IV. ACCEPTANCE OF PROPOSAL (AWARD)

The Owner reserves the right to award a single contract to the lowest responsive Proposer on an aggregate basis of all categories or to award more than one contract to more than one responsive Proposer based on the lowest price per category, provided that each Proposer is the lowest responsive Proposer for that category.

The Bid Review Committee will review all proposals and recommend approval to the Board of Commissioners of ENMNOEHA who will award the contract based on the following criteria:

- Total cost of all services requested by this Request for Proposer.
- Qualifications of the Proposer.
- Proposer's demonstrated level of commitment to principles of the Open Access Plan.
- Satisfactory prior experience of performing the work specified in this Contract and Proposal Document.

These criteria are not listed in any specific order of weight of importance. The Board will make its determination using its discretion based on its consideration of all factors.

Owner reserves the right to increase or decrease the Scope of Work after the award of Contract by means of a Change Order. Proposers shall be notified of the contract award in writing within forty five (45) calendar days after the Proposal Opening. Notices shall be sent certified or registered mail (return receipt requested).

The Successful Proposer shall sign and return the "Notice of Award" by hand delivery or registered mail (return receipt requested) within ten (10) calendar days of receiving said notice. The Successful Proposer shall return the appropriate Insurance Certificate at the time the signed Notice of Award is returned to the Owner's purchasing department.

4.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS

PORTIONS OF THE WORK

Unless otherwise required by the Contract Documents or the Proposal Documents, the Contractor, after the award of the Contract, shall furnish to the Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work. The Owner will promptly reply in writing to the Contractor stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. The Contractor shall notify the Owner in writing of the name and address of any Subcontractor prior to the Subcontractor commencing work.



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4.2 PROPOSERS' QUALIFICATIONS

The Ernest N. Morial Convention Center – New Orleans is requesting Proposals to perform work in accordance with the specifications and conditions called for in the proposal and Contract Documents. The Proposer shall submit the following information as requested by the ENMCCNO:

1. Proposers may be requested to have an office within the metropolitan area of New Orleans that would administer this contract.
2. Proposers shall have a minimum five (5) years experience and any licensure required by the State of Louisiana, and shall submit a copy of their current license as requested by the RFP/Bid/Contract Documents. Proposers for the project must also have a minimum of five (5) years continuous experience in any areas of all aspects of the work related to perform the contract work and the financial ability to perform the work.
3. Provide a list of at least five (5) references comparable in size, scope and nature to the Convention Center, including names, addresses, and telephone numbers of Owners, name of contact person, commencement dates of contract, current contract status and a short description of the project and submit as requested by the Owner.
4. List of personnel, by name and title, contemplated to act as managers, supervisors or crew-leaders with resumes, and submit as requested by the Owner.
5. A detailed description of the training and safety programs given to all employees regarding proper use of equipment and submit as requested by the Owner.
6. Any previous contract for which Proposer was terminated before the contract termination date, please state the name of the Owner, the contact person(s) on the job and the reason for the early termination, and submit as requested by the Owner.

All Proposer's shall be prepared, if requested by the Owner after the Proposal Opening, to present additional evidence of firm's experience, qualifications, and financial ability to carry out the terms of the Contract not requested as part of the original proposal.



Instructions to Proposers

4.3 BOND REQUIREMENTS

Proposers may be required to submit one (1) certified check, cashier's check or a good and solvent Proposal Bond acceptable to the Buyer. The Proposal Bond/ Security shall be in an amount of five percent (5%) of the total aggregate amount of the Base and any additive Alternate Bids for which the Proposal is submitted, drawn in favor of the Buyer. The Successful Proposer's Proposal Bond/Security will be retained until he has signed the Contract. If the Successful Proposer withdraws his/her Proposal or refuses to enter a Contract, the Buyer will retain his/her Proposal Bond/Security as liquidated damages, but not as a penalty.

The Successful Proposer shall furnish a good and solvent Performance Bond acceptable to the Owner in the amount of fifty percent (50%) of the amount of the Contract Sum awarded for the faithful performance of its duties. The Successful Proposer shall also furnish a Labor and Material Payment Bond with a good, solvent, and sufficient surety acceptable to the Owner in an amount of fifty percent (50%) of the Contract Sum awarded for the payment by the Contractor to claimants.

In the event conditions and/or circumstances warrant issuance of a Change Order that will increase the cost of the Contract Sum awarded above the original amount, the Successful Proposer shall obtain increased coverage of the above bonds to cover the cost of the change and deliver proof of such increases to the Owner. Request for payment applicable to Change Order shall not be submitted by the Successful Proposer nor approved by the Owner until Bond Increase Documents (Riders) are received by the Owner.

Change Orders exercising the option(s) to renew the contract in subsequent years of this agreement, require the Contractor to obtain increased coverage of the above bonds to cover the cost of the increase and deliver proof of such increases to the Owner. Request for payment applicable to Change Orders exercising contract renewal options, shall not be submitted by the Successful Proposer nor approved by the Owner until Bond Increase Documents (Riders) are received by the Owner. The Successful Proposer shall require the Attorney-in-Fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney.



Instructions to Proposers

4.4 TIME OF DELIVERY OF PERFORMANCE AND LABOR/ BONDS

When the Successful Proposer complies with the requirements in the Contract, the Owner and Successful Proposer may proceed with the signing of the Contract. The Successful Proposer shall record the Contract and Bonds (if applicable) for public record, at the office of the Recorder of Mortgages, Orleans Parish. The Successful Proposer shall then deliver to the Owner copies of the Certificate of Recordation issued by the Recorder of Mortgages.

Upon receipt of the copies of the Certificate of Recordation, the Owner shall issue a "Notice-to-Proceed" to the Successful Proposer. The Successful Proposer shall not move onto the job site until the "Notice-To- Proceed" is issued.

The Successful Proposer shall deliver applicable Performance and Labor Bonds to the Owner within ten (10) calendar days from the receipt of the "Notice of Award." Failure of the Successful Proposer to deliver said Bonds within the stated amount of time specified above may result in cancellation of the "Notice of Award" in addition to other remedies and relief available to the Owner by law.

If Contract Renewal Options are exercised by the Owner, the Contractor shall deliver a Performance Bond to cover the cost of any increase in the cost of the contract, and deliver proof of such increases to the Owner, within ten (10) calendar days from the receipt of the fully executed option to renew. Failure of the Contractor to deliver said Bonds within the stated amount of time specified above may result in cancellation of the contract in addition to other remedies and relief available to the Owner by law.



Open Access Plan – Small Business

V. GENERAL

The Ernest N. Morial New Orleans Exhibition Hall Authority and New Orleans Public Facility Management, Inc. encourage the acquisition of goods and services from small businesses in our community. A Small Business as it is used in these Proposal Documents means an individual or business entity that **(1) is independently owned and operated, (2) is not dominant in its field of operation, (3) has no more than 15 employees and (4) its average annual receipts do not exceed \$1 million if, together with its affiliates.** Acquisitions from Small Businesses are encouraged by providing the following advantages or preferences:

Preference is hereby given to materials, supplies and provisions, produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the state. The Authority offers a preference for Small Businesses that offer materials, supplies, or equipment that are manufactured, processed, produced or assembled in Louisiana, and which the Authority judges to be equal in quality to other materials, supplies, or equipment, provided that all of the following conditions are met:

1. The cost of the Louisiana products does not exceed the cost of other materials, supplies, or equipment that are manufactured, processed, produced or assembled outside the state by more than five per cent.
2. The vendor of Louisiana products agrees to sell the products at the same price as the lowest Proposal offered on such products.
3. In cases where more than one Proposer offers Louisiana products that are within five per cent of the lowest Proposal, the Proposer offering the lowest Proposal on Louisiana products is entitled to accept the price of the lowest Proposal made on such products.

On contracts of fifty thousand dollars or less, a performance bond, as required by the Louisiana public bid law may be waived by the Authority for a Small Business who:

1. Meets the definition and requirements of a “responsible proposer” as set forth below:
 - a. The Small Business has an established business and has demonstrated the capability to provide goods and services in accordance with the terms and conditions of the contract, plan and specifications without excessive delays, extensions, cost overruns or changes for which the contractor or subcontractor was held to be responsible, and who does not have a documented record of past projects resulting in arbitration or litigation in which the Small Business was found to be at fault.



Open Access Plan – Small Business

2. The Small Business has a negotiable net worth or shall be underwritten by an entity with a negotiable net worth, which is equal to or exceeds in value the total cost amount of the public contract as provided in the bid submitted by the Small Business. All property comprising the negotiable net worth shall be pledged and otherwise unencumbered throughout the duration of the contract period.
3. Has been operating as the same business for a continuous period of at least three years.
4. Provides an irrevocable letter of credit, property bond or other authorized form of security that is acceptable to the public entity and is in an amount of not less than the amount of the contract, for the faithful performance of his duties.
5. The Authority may adopt rules and regulations in accordance with law to effectuate the provisions of this subsection.

In order to qualify for the advantages provided for a Small Business in this Plan, the vendor shall be required to certify by an affidavit under penalty of perjury that it meets the criteria for a Small Business as defined above. The Small Business shall also be required to certify that no person, corporation or other entity that does not meet the definition of a Small Business has any direct or beneficial ship of the Small Business. The certification shall be subject to challenge by competing Proposer's and the Authority upon reasonable suspicion. In the event of a challenge, the Authority shall conduct an investigation and determine whether the vendor qualifies as a Small Business.

5.1 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

It is the policy of the Ernest N. Morial Convention Center—New Orleans not to discriminate against any individual having any disability of any kind.

It is the policy of the Ernest N. Morial Convention Center—New Orleans not to discriminate against any company or organization that has an officer or employee with a disability of any kind.

All products, materials and services of this project shall be in compliance with the Americans with Disabilities Act (ADA).

All Bidders or Proposer's shall not discriminate against any individual having any disability of any kind when considering award of a joint venture contract, subcontract or purchase order.

All Bidders or Proposer's shall not discriminate against any company or organization that has an officer or employee with a disability of any kind when considering award of a joint venture contract, subcontract or purchase order.

 *New Orleans*
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Open Access Plan – Small Business

AFFIDAVIT, SMALL BUSINESS CONTRACTOR

State of: _____

Parish/County of: _____

Before me, the undersigned notary, personally came and appeared:

(a duly authorized corporate officer or the person making this Bid)

who did depose and say that he/she is an officer or owner of the entity referred to in these Bids Documents as " Bidder" and that he/she has personal knowledge that Contractor is an individual or business entity that (1) is independently owned and operated, (2) is not dominant in its field of operation, (3) has no more than 15 employees and (4) its average annual receipts do not exceed \$1 million if, together with its affiliates.

By: _____

(Type or print name here.)

(If Bidder is not an individual, print of type name of office held.)

Thus done and signed before me this _____ day of _____, 2010

NOTARY PUBLIC

My Commission Expires _____

BIDDER SHALL NOTARIZE AND SUBMIT THIS FORM AS REQUESTED BY THE OWNER IF BIDDING AS A SMALL BUSINESS CONTRACTOR.



Insurance Requirements

VI. SUCCESSFUL BIDDER'S INSURANCE REQUIREMENTS

Contractor shall furnish and maintain such insurance (including appropriate self-insurance plans) as will protect Contractor, NOPFMI, the Authority and City of New Orleans of and from any claims, suits, demands or actions which in any way relate to Contractor's performance of services hereunder or its operations with the Authority with insurance carriers duly authorized to issue policies within the State of Louisiana and which have an A. M. Best-rating of not less than A or a self-insurance plan(s) acceptable to the Authority. The insurance carrier for coverage required in this paragraph shall waive its rights of subrogation against NOPFMI, the Authority and City of New Orleans. All coverage other than workers' compensation shall include NOPFMI, the Authority, and City of New Orleans as a named insured on each policy. Contractor shall furnish the Authority with certificates of insurance or self-insurance certificates that indicate that the following insurance coverage with the minimum limits indicated below or greater are maintained by Contractor during the term of this Agreement:

- A. Comprehensive general liability or commercial general liability insurance with broad form comprehensive general liability endorsement including coverage for premises and operations, independent contractors, products/completed operations, personal injury (with employee and contractual exclusion deleted) broad form contractual coverage, and broad form property damage.
- B. Worker's Compensation and Employer's Liability Insurance, which shall cover Contractor and its employees for liabilities arising under all applicable Workers' Compensation laws with statutory limits based on the state of Louisiana.
- C. Property insurance coverage with respect to all property brought onto the premises by Contractor, owned or maintained by Contractor within ENMCCNO.
- D. Comprehensive Motor Vehicle Liability Insurance shall be provided for all injuries and/or deaths resulting from any one occurrence. Such insurance shall include coverage for loading and unloading hazards.
- E. Excess Umbrella Liability Insurance.

NOTE: COVERAGE AMOUNTS ARE REFERENCED IN EXHIBIT NO. 5



Insurance Requirements

6.1 INDEMNIFICATION

The Contractor shall provide contractual liability insurance which will, to the fullest extent permitted by law, indemnify, defend and hold harmless the Authority and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist. This indemnity agreement shall also specifically apply to all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the use of any machinery, equipment, tools or other paraphernalia furnished by the Authority for use by the Contractor, any Subcontractor, or any one directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Notwithstanding the forgoing, it is agreed that Contractor's indemnification hereunder, shall not apply to the extent that such damage or resulting loss is attributed to the fault or neglect of the Authority.

In any and all claims against the Authority or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the Authority, their agents or employees, arising out of (1) the preparation or approval of reports, opinions, change orders or specifications, or (2) the giving of or the failure to give directions or instructions by his agents or employees provided such giving or failure to give is the primary cause of the injury damage.

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VII. GENERAL CONDITIONS

The Ernest N. Morial Convention Center (Convention Center), located in the Warehouse District on the bank of the Mississippi River, is one of the largest conventions centers in the U. S. sprawling over 95 acres of land. The facility consists of the Convention Center's main building with more than 3 million total gross sq. ft., under one roof and the Vehicular Operations Center (VOC) and other parking lots accommodating parking for freight trucks and personal vehicles. Since the facility's initial construction in 1983, it has grown over the years expanding in size in 1996 and 1999 resulting in various architectural elements and landscaped grounds.

Food service is an integral and very important part of the Convention Center. Food service production is constantly in progress together with all the waste material associated with a large volume of food production. Bidders are advised that the Convention Center has two very large main production kitchens. The building also has five (5) main restaurant areas. Each main restaurant is served by its own kitchen. There are numerous concession stands in the exhibit halls (approximately 20). In addition to the above food preparation areas, there are numerous satellite kitchens, food holding areas, employee lunchrooms, and several break rooms with food vending machines. The employee lunch rooms and break rooms, in addition to having vending machines, is also the location that convention center personnel consume their own "box" or "brown bag" lunches.

The Convention Center's current schedule of events may be accessed online at www.mccno.com. The schedule gives Prospective Bidders an idea of the intensity of the schedule of events that are forecast for the year. The schedule is in no way a final schedule of events and in fact is constantly being revised and updated by adding new conventions.

Bidders are cautioned that the quantity and scheduling of the contract work is dependent on a number of factors which cannot be forecast with precision, including the timing of events conducted by licensees of the Convention Center, the attendance at such events, and last minute scheduled changes dictated by licensees. Nevertheless, when contract work is required; it must be performed without delay. Changes in schedule, may affect the costs incurred by the successful Contractor in performing the work under contract, and Prospective Bidders are cautioned to take account of such potential cost impacts in preparing their Bids.

Bidders are cautioned not to submit a bid for contract work unless they are prepared to adapt to these conditions and comply strictly with the Convention Center's requirements for prompt and efficient service. The Contract Documents provide that the successful Contractor will not be entitled to any increase in the contract prices on account of variances from the estimated quantity of the work or from anticipated schedules.



General Conditions

7.1 CONVENTION CENTER'S REPRESENTATIVE AND RESPONSIBILITIES

The Convention Center will provide a representative to assist the contractor with all aspects of the contract.

7.2 BUILDING ACCESS

All contract employees providing services to the Convention Center will be required to enter and leave the building through one of two "Employee Entrances" located at Julia and Henderson (when available) Streets respectively and will be required to swipe in upon entering the building and swipe out upon departure so as to document time spent on contract work. The Convention Center will provide access cards for each employee.

All contract employees upon entering the building at either of the above-designated entrances shall immediately go to the ENMCC Public Safety Department Control Room at that location to sign a log and draw ENMCC ID badges.

All contract employees will be required to wear ENMCC ID badges at all times while inside the Convention Center.

Upon leaving the building, contract employees will go through the same "Employee Entrance" as when entering the building, sign the log and return ID badges.

Contract employees will not be allowed to leave the building with ENMCC badges.

Interior work that requires Contractor employees to enter the building must comply with the Building Access policy above.

7.3 PROJECT CONDITIONS

Work Hours: Upon the start of the contract the work hours for the project shall generally be seven (7) days per week 7:00 A.M. to 5:00 P.M. Sunday through Saturday or as directed by the Owner. Additional days and times may be worked only with Owner's permission. Cost of any premium time and/or additional after hours work shall not be chargeable to the Owner.

The Owner shall review with the Contractor the Convention Center's event schedule in order that the Contractor's work does not interfere with events being held in the building.

Waste Materials: Dispose of regulated waste materials in accordance with Federal and State regulations. Dispose of all waste materials off site and in a legal manner. Use of the Owner's trash dumpster is prohibited.



General Conditions

7.4 CLEAN UP

The Contractor shall at all times keep the premises free of the accumulation of waste materials or debris caused by his operations

7.5 UNIFORMS AND I.D. BADGES

Contractor's employees shall be neatly uniformed with visible identification badges, which shall be worn at all times when working on Convention Center property. The Contractor shall insure all of its employees are clean, neat and appropriately attired with approved uniforms and appropriate shoes during the performance of the services.

The Owner will furnish ENMCC identification badges for each employee. Badges are to be worn on the front of the uniform where it is visible and can easily be seen. The Contractor's employees must use the badge to "swipe" in each day upon arrival and "swipe" out upon departure from the facility.

The Contractor shall confine his personnel to the indicated work areas. Restroom facilities located in the area where work is occurring will be designated for use by the Contractor's personnel. Use of other toilets within the building by the Contractor and his personnel will not be permitted. Contractor and Contract employees are to take lunch and work breaks in the areas designated by the Owner's representative and not in the front areas of the building occupied by event attendees.

The Contractor shall be permitted to use freight elevators only in areas where work is occurring. The elevator must be available to the Owner at all times and the Contractor must coordinate with the Owner's representative use of other elevators/escalators not permitted for use.

7.6 PARKING, DELIVERY, STORAGE AND HANDLING

Contractor's personnel shall not be permitted to park on the building site or other properties owned by the Owner. Only vehicles delivering materials and equipment for the work to be performed shall be allowed on the building site.

Contractor shall keep driveways and entrances clear and available to the Owner and the Owner's employees at all times. Contractor may not use these areas for parking or storage of materials and shall schedule deliveries to minimize space required for storage on-site of materials and equipment without interference or disruption to Convention Center event activity.

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7.7 CONTRACTOR ACCESSIBILITY AND COMMUNICATIONS, CELLULAR TELEPHONES

The Contractor shall provide an appropriate number of cellular telephones/Nextel devices for his operation during the term of the Contract.

The Contractor's supervisor(s) shall maintain constant communications with the Owner's Representative while performing services on the Convention Center property.

7.8 CONTRACTOR'S PERSONNEL

Contractor agrees that all work shall be performed by and under the supervision of skilled, experienced, personnel directly employed and supervised by Contractor. Contractor shall work closely with the Owner's representative to insure that any and all employees performing work or supervision thereof shall be appropriate in both appearance and behavior and completely acceptable to the Owner.

The Contractor shall perform drug testing and criminal background checks on all personnel at the start of the contract, and regular drug testing at no less than six (6) months intervals on all Contractor employees that are anticipated to work at the Ernest N. Morial Convention Center – New Orleans at no additional cost to the Owner.

- Any Contractor employee refusing to submit to a drug test or test positive will be immediately dismissed from working at the Convention Center.
- Any Contractor employee having an arrest and conviction of any crime in the previous five (5) years will be immediately dismissed from working at the Convention Center. Any employee who has been arrested two or more times in the previous five (5) years for commission of a crime defined by Title 14 of the Louisiana Revised Statutes or a comparable statute or federal law, shall be immediately dismissed from service at the Convention Center, even if such arrest is not followed by a conviction.
- Contractor shall not permit its employees to use controlled substances, unless prescribed. Nor shall Contractor permit its employees to use illegal substances, or alcohol on the Owner's premises. The Owner's Public Safety Department will demand anyone suspected of working under the influence of alcohol or controlled substances be removed from the work place. If any Contractor employee is involved in an accident on the Owner's property, the employee will be required to have a drug test performed, at the Contractor's cost. Any employee that does not pass the administered drug test shall be immediately dismissed from service at the Convention Center.
- The Owner shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services.



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- The Contractor shall remove from service on the premises any Contractor employee who, in the opinion of the Owner, is not performing services in a proper manner, or who is incompetent, disorderly, abusive, dangerous or disruptive or does not comply with the rules and regulations of Convention Center. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of employee by Contractor.
- The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the Ernest N. Morial Convention Center. The Contractor shall confine its employees to the specified work areas.

The Contractor shall supply the Owner with a list of all personnel used for the performance of the work and shall keep the list updated at all times.

Contractor's failure to comply with these provisions shall be considered grounds for immediate termination of the contract.

7.9 CONTRACTOR'S SUPERVISION

The Contractor shall provide an adequate number of trained supervisors to satisfy this contract.

The Owner's Representative may require the Contractor to remove any supervisor if services received are not satisfactory.

7.10 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with his personnel, the public, and in connection with the work. The Contractor shall take reasonable precautions for the safety and provide reasonable protection to prevent damage or injury.

The Contractor shall be responsible for initiating, maintaining, and supervision of all safety precautions and programs in connection with performance of the Contract.

The Contractor shall take precautions for safety of, and shall provide protection to prevent damage, injury, or loss to employees on the job and other persons who may be affected.

The Contractor shall comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

All work personnel shall wear OSHA approved safety equipment as needed, while working under Contract. Use of orange traffic safety cones shall be incorporated when required.



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No equipment fuel or other hazardous material shall be stored or kept on the job site without the express approval of the Owner when the Contractor is not working.

7.11 MATERIAL SAFETY DATA SHEETS

If applicable, the Contractor shall furnish a list of materials to be used in the performance of the Contract and shall include a Material Safety Data Sheet or MSDS Sheet on each product. All submitted MSDS Sheets shall be in compliance with OSHA's Hazard Communication standard 29 CFR 1910.1200.

7.12 OTHER PROVISIONS

All chemicals and methods used in the facility shall be in compliance with all Federal, State, and Local Health, Welfare and Sanitation Laws. The Contractor shall not use harmful chemicals near food preparation and shall not store Hazardous Chemical on Convention Center property.

A written service report shall be submitted directly to the Owner for all scheduled and unscheduled work performed. This report shall include the date, service performed, reason this service was required, anticipated results, time in and time out and areas serviced. The report shall include documentation of problems, including observation reports, pictures of sanitary issues and potential causes of problems. The report shall be followed up with meetings with Facility staff. This report should be submitted on a weekly basis.

7.13 SOLICITING AND SCAVENGING

The Contractor shall establish, implement and maintain adequate procedures and controls to prevent its employees from providing any services other than that which is defined in the contract. He/She shall also develop, implement and maintain adequate procedures to ensure that no contract employee(s) scavenge any items from the Convention Center or other properties, including the trash dumpsters. No employee of the Contractor will scavenge or solicit or accept any gratuities in the Ernest N. Morial Convention Center.



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7.14 PERMITS, NOTICES, FEES

The Contractor shall secure and pay for any and all permits, governmental fees, licenses, and inspections necessary for the proper execution of the work.

If he/she observes that any part of the Contract Documents are at variance of applicable laws, regulations, or statutes, in any respect, the Contractor is to promptly notify the Owner in writing, and any changes will be made by appropriate modification.

If the Contractor performs any work knowing it is contrary to such laws, ordinances, and regulations, without notice to the Owner or Owner's representative, he/she shall assume responsibility therefore and bear costs attributable thereto.

The Contractor shall submit to the Owner a copy of all permits, notices, fees, etc. that apply to the project.

7.15 CHANGES IN SCOPE OF WORK

The Owner may, at any time, by issuance of a contract Change Order, make changes within the general scope for services of the Contract in any of the following areas:

- a.) Description of services to be performed.
- b.) Time of performance (i.e. hours of the day, days of the week, etc).
- c.) Addition or deletion of areas to be serviced. In the event of a change for reasons to include, but not limited to, building occupancy levels, renovations to or expansion of the Convention Center the price of such change shall be based upon the unit price or price per square foot and services rendered, whichever is appropriate, as quoted on the Bid Forms.

The Contractor shall not change the performance of the work without an executed Change Order to the Contract issued by the Owner. If the Contractor performs work beyond the specific requirements of the Contract without an executed Change Order it shall be at the Contractor's own risk. The Owner assumes no responsibility for any cost for work not specifically authorized by an executed Change Order.



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7.16 ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall have no right, power or authority to assign the Agreement or any portion, thereof, either voluntarily or involuntarily, by operation of law and that Contractor shall not have any right, power or authority to sublet or subcontract the services to be performed hereunder, or any section hereof, without Owner's express written approval and consent being first had and obtained. Neither approval and consent by Owner to Contractor entering into any subcontract or the failure or performance thereof by and such subcontractor shall relieve, release or affect, in any manner, any of Contractor's duties, liabilities or obligation hereunder, and Contractor shall be and remain liable hereunder to the same extent as if no subcontract had been made or entered into. Except to the extent above indicated, all of the rights benefits, duties liabilities and obligations of the parties hereto shall incur to the benefit of and be binding upon their respective successors and assignees.

7.17 APPLICATION FOR PAYMENT/INVOICES

All invoices submitted for work performed under a contract must be submitted within thirty (30) calendar days. Upon receipt and approval of an invoice for payment, the Owner shall make payment of the approved amount forty-five (45) calendar days after receipt of invoice.

The Contractor shall submit an Application for Payment and Invoice to the Owner, on the first calendar day of the month. The amount of each Application and Invoice shall be in accordance with the schedule services rendered by the Contractor, if applicable or by itemized invoice. Appropriate time sheets, material invoices, etc., shall provide support for all Applications for Payment and Invoices.

The Owner may decline to certify whole/or part payment for work performed under contract to the extent to protect the Owner. The Owner can decline to certify payment for protection from loss because of (but not necessarily limited to):

- a.) Defective work not remedied.
- b.) Reasonable evidence that the work cannot be completed for unpaid balance of Contract Sum.
- c.) Repeated failure to comply and carry out work in Contract Documents.



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7.18 RETAINAGE (FINAL PAYMENT)

A retainage of five percent (5%) shall be deducted from each application for payment. This amount shall be retained by the Owner, until the Owner is in receipt of a Clear Lien and Privilege Certificate from the Recorder of Mortgages, Orleans Parish, and all punch list items so listed on Certificate of Substantial Completion have been completed to the satisfaction of the Owner.

7.19 TERMINATION FOR DEFAULT

The Owner may, by written notice to the Contractor, terminate the contract for default in whole or in part if the Contractor fails to:

- a.) Provide services that comply with the project specifications or fails to meet the Owner's performance standards.
- b.) Perform services within the time specified in the Contract or any extension to the Contract.
- c.) Perform any of the other provisions of the contract prior to termination for default, the Owner will provide adequate written notice to the Contractor, affording him/her the opportunity to cure the deficiencies or to submit a plan to resolve the deficiencies within ten (10) days after receipt of notice. The Contractor shall be liable for any damage to the Owner resulting from the Contractor's default of the Contract. The liability includes any increased costs incurred by the Owner in completing the Contract.

7.20 NON-PERFORMANCE OF SERVICES

Services shall be considered to have been not performed when any one or more of the following conditions exists:

- a. Services were not performed in strict accordance with performance standards or were not performed at the specified frequency.
- b. Services were not performed within the scheduled period.

7.21 REMEDIES FOR NON-PERFORMANCE OF SERVICES

In the event of non-performance of any or all services covered by the contract, including Additional Services, as requested, the Owner shall have the right to exercise one or more of the following options at its sole discretion.

Notify the Contractor of non-performance and allow he/she to correct such items of non-performance within a two (2) hour time-frame from verbal notification. The Owner shall make no deductions from the invoice if the deficiencies are cured to the Owner's satisfaction.



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The Owner may allow the performance deficiency to remain uncorrected by the Contractor and the Owner may cure the performance deficiency by any means it deems necessary and cost incurred by the Owner shall be absorbed by the Contractor.

The Owner may allow the performance deficiency to remain uncorrected by the either party. In that event, the Owner shall mutually agree upon a reasonable value of the deficiency and deduct that amount from the invoice.

7.22 CONTRACT TERMS, COMPLETION & EXTENSIONS

Contract Agreements are effective when signed and dated by both parties and shall commence on the date as written in the Notice to Proceed. The Contract Agreements shall expire upon the Substantial Date for the project

7.23 SUBSTANTIAL COMPLETION

The date of substantial completion of work is defined as the date that the work is acceptable to the Owner and sufficiently complete, in accordance with Contract Documents so that the Owner can or will be able to occupy, and utilize the work for the use for which it is intended.

When the Contractor considers that the work is sufficiently complete or acceptable to the Owner, the Contractor shall prepare and submit to the Owner a list of completed and incomplete items. Failure to include any item does not alter the Contractor's responsibility to adhere to the Contract Documents.

Then on the basis of inspection, the Owner will determine that the work is substantially complete. The Contractor will then prepare a certificate or letter of substantial completion and said certificate will be duly signed and dated by the Contractor and Owner with a list of irregular items attached, as applicable. At this point, the Owner takes possession of the work for its intended use. At this point the Contractor turns all warranties associated with the work, as stated in the Contract Documents to the Owner.

Upon receipt of the Substantial Completion Certificate the final application for payment, reflecting any adjustment in retainage, if any, for the work or portion thereof, as provided in Contract Documents

7.24 TIME EXTENSIONS

At the time of the contract renewal, the contract Agreement may be extended at the Owner's sole discretion for a period not to exceed one hundred twenty- (120) days. The extension must be in writing by Change Order.



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7.25 PROTECTION OF PROPERTY/SECURITY

The Contractor shall provide barricades if necessary and take all necessary precautions to protect show attendees, building personnel and pedestrians.

The Contractor shall at all times guard against damage or loss to Owner's property or of other vendors. Contractor shall be held responsible for replacing or repairing any such loss or damage. The Owner may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through Contractor's negligence.

The Contractor shall take all measures necessary to comply and to ensure that its employees comply with security rules and regulations of the Ernest N. Morial Convention Center – New Orleans and all Federal, State and local rules, laws and regulations.